COACHELLA VALLEY CONSERVATION COMMISSION
MEETING AGENDA

THURSDAY, SEPTEMBER 10, 2026
10:00 A.M.

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

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

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

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

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

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

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

THIS MEETING IS 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 **P5**
Pledge of Allegiance
Agenda Modifications
Conflict of Interest Disclosure

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 June 11, 2026, meeting** **P6**

B. **Authorize the updating of the signature cards and signatories for CVCC investments and banking** **P10**

C. **Approve Resolution 2026-08 and authorize Executive Director to take the necessary steps to accept a Local Assistance Grant from the California Department of Fish and Wildlife in the amount of $94,831 for “Leveraging anonymized human mobility data to understand human use impacts on Peninsular bighorn sheep in the Santa Rosa and San Jacinto Mountains Conservation Area”** **P11**

D. **Approve Resolution 2026-09 and authorize Executive Director to take the necessary steps to accept a Local Assistance Grant from the California Department of Fish and Wildlife in the amount of $80,494 for “Migration and Movement Ecology of the Endangered Yuma Ridgway's Rail” upon award of funds** **P14**

E. **Authorize the Executive Director to execute a contract with the San Diego Natural History Museum for a not-to-exceed amount of $149,710 for surveys of the Coachella Valley round-tailed ground squirrel through March 31, 2027** **P17**

F. **Authorize the Executive Director to execute Amendment No. 3 to the Memorandum of Understanding with the City of Desert Hot Springs Police Department to add $57,000 through June 30, 2027, inclusive of the purchase of an autonomous drone system, and expanded scope of patrols and services** **P37**

4. 1 ITEMS HELD OVER FROM CONSENT CALENDAR

5. DISCUSSION / ACTION

A. **Land Management Services Contract –** Will Steichen **P41**

Recommendation: Authorize the Executive Director to execute a contract with the Southern California Mountains Foundation's Urban Conservation Corps (SCMF-UCC) for land management services through June 30, 2029, at a not-to-exceed cost of $150,000

B. **Local Development Mitigation Fee Nexus Study Revision –** Peter Satin **P56**

Recommendation:
1. Adopt the findings made in the 2026 Local Development Mitigation Fee (LDMF) Nexus Study;
2. Approve the Model Ordinance and Model Resolution implementing the fee schedule corresponding to the 60-year acquisition period extension with no acquisition of property within fluvial sand transport corridors; and
3. Authorize the Executive Director to execute Amendment No. 3 with Economic & Planning Systems, Inc. to add $25,000 for work related to the LDMF Nexus Study Update, inclusive of $10,000 in contingency funding, for a total contract amount not to exceed $199,850

C. **Election of CVCC Officers –** Tom Kirk **P143**

Recommendation: Elect a Coachella Valley Conservation Commission Chair and Vice Chair for Fiscal Year 2026-27

6. INFORMATION

A. **Attendance Record** **P144**

B. **Acquisition Status Report** **P145**

C. **Contracts under Executive Director's Signing Authority** **P147**

D. **CVCC's Quarterly Investment Report through June 30, 2026** **P148**

E. CVCC's Unaudited Financial Reports through June 30, 2026 **P149**

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, November 12, 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
2026 - 2027

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,** *Chair*
Imperial Irrigation District	**Director Alex Cardenas**
City of Indian Wells	**Councilmember Dana Reed**
City of Indio	**Mayor Elaine Holmes,** *Vice Chair*
City of La Quinta	**Mayor Linda Evans**
Mission Springs Water District	**Board President 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 *Alternate: Councilmember Stephanie Virgen, Coachella* **Supervisor Karen Spiegel** – District 2 *Alternate: Mayor Pro Tem Kathleen Fitzpatrick, La Quinta* **Supervisor Chuck Washington** – District 3 *Alternate: Councilmember Jan Harnik, Palm Desert* **Supervisor V. Manuel Perez** – District 4 **Supervisor Yxstian Gutierrez** – District 5 *Alternate: Councilmember Ben Guitron, Indio*

ITEM 4A

Coachella Valley Conservation Commission
Meeting Minutes
June 11, 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	**Agency**
Mayor Pro Tem Ernesto Gutierrez	City of Cathedral City
Director Anthony Bianco	Coachella Valley Water District
Councilmember Gary Gardner, *Chair*	City of Desert Hot Springs
Director Alex Cardenas	Imperial Irrigation District
Mayor Toper Taylor	City of Indian Wells
Mayor Linda Evans	City of La Quinta
Board President Amber Duff	Mission Springs Water District
Councilmember Karina Moreno	City of Palm Desert
Councilmember Grace Garner	City of Palm Springs
Councilmember Ted Weill	City of Rancho Mirage
Mayor Pro Tem Kathleen Fitzpatrick	Riverside County – District 2
Supervisor V. Manuel Perez	Riverside County – District 4*
Councilmember Ben Guitron	Riverside County – District 5

Members Not Present	
Mayor Frank Figueroa	City of Coachella
Mayor Elaine Holmes, *Vice Chair*	City of Indio
Supervisor Jose Medina	Riverside County – District 1
Supervisor Chuck Washington	Riverside County – District 3

** 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 noted that the September meeting would start at an earlier time of 10 a.m. in order to accommodate the larger agenda. He reminded Commissioners to register for the Coachella Valley Association of Governments' General Assembly meeting.

Mr. Kirk also noted that staff would be presenting at the upcoming California Habitat Conservation Planning Coalition's Annual Meeting.

4. CONSENT CALENDAR

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

A. Approve the minutes of the May 11, 2026, meeting

B. Adopt Policy No. 26-01, updating CVCC's previous Asset Capitalization Policy to identify major capital asset classes, increase capitalization thresholds, and establish useful lives among other updates

C. Adopt Policy No. 26-02, amending CVCC's previous Stipend Policy to set the stipend amount for Commission meeting attendance at $125 and adding the Finance Committee to the list of committees eligible for stipends at $125 per meeting

D. Authorize the Executive Director to execute a contract with University of California, Riverside's Center for Conservation Biology to implement biological monitoring for the period from July 1, 2026, to June 30, 2027, at a not-to-exceed cost of $299,604

E. Authorize the Executive Director to execute an Amendment No. 2 to the agreement with the University of California, Davis to continue work on the project "Genetic Analysis to Test Effectiveness of Linkages for Corridor Dwelling Small Mammals" at an additional not-to-exceed cost of $150,166 through March 2027

THE MOTION CARRIED WITH 10 AYES, 5 MEMBERS ABSENT AND TWO MEMBERS ABSTAINING FOR ITEM 4A AND CARRIED WITH 12 AYES AND 5 MEMBERS ABSENT FOR ITEMS 4B-E.

Mayor Pro Tem Ernesto Gutierrez	**Aye**
Mayor Frank Figueroa	**Absent**
Director Anthony Bianco	**Aye**
Councilmember Gary Gardner	**Aye**
Director Alex Cardenas	**Abstain (4A)/ Aye (4B-E)**
Mayor Toper Taylor	**Aye**
Mayor Elaine Holmes	**Absent**
Mayor Linda Evans	**Aye**
Board President Amber Duff	**Aye**
Councilmember Karina Moreno	**Abstain (4A)/ Aye (4B-E)**
Councilmember Grace Garner	**Aye**
Councilmember Ted Weill	**Aye**
Councilmember Stephanie Virgen	**Absent**
Mayor Pro Tem Kathleen Fitzpatrick	**Aye**
Councilmember Jan Harnik	**Absent**
Supervisor V. Manuel Perez	**Absent**
Councilmember Ben Guitron	**Aye**

4.1 ITEMS HELD OVER FROM CONSENT CALENDAR

None

5. DISCUSSION / ACTION

A. Fiscal Year 2026-27 Agency-Wide, Programs, and Individual Funds Budget

Finance Director Claude Kilgore presented the budget and details about programming and expected expenditures. Member discussion ensued, with Mr. Kilgore addressing questions on the budget and staff outlining the timing of the updated nexus fee study.

IT WAS MOVED BY MAYOR PRO TEM FITZPATRICK AND SECONDED BY COUNCILMEMBER WEILL TO APPROVE RESOLUTION 2026-07 AND ADOPT THE CVCC ANNUAL BUDGET FOR FISCAL YEAR 2026-27

THE MOTION CARRIED WITH 13 AYES AND 4 MEMBERS ABSENT.

Mayor Pro Tem Ernesto Gutierrez	**Aye**
Mayor Frank Figueroa	**Absent**
Director Anthony Bianco	**Aye**
Councilmember Gary Gardner	**Aye**
Director Alex Cardenas	**Aye**
Mayor Toper Taylor	**Aye**
Mayor Elaine Holmes	**Absent**
Mayor Linda Evans	**Aye**
Board President Amber Duff	**Aye**
Councilmember Karina Moreno	**Aye**
Councilmember Grace Garner	**Aye**
Councilmember Ted Weill	**Aye**
Councilmember Stephanie Virgen	**Absent**
Mayor Pro Tem Kathleen Fitzpatrick	**Aye**
Councilmember Jan Harnik	**Absent**
Supervisor V. Manuel Perez	**Aye**
Councilmember Ben Guitron	**Aye**

B. Status Update on CVCC–Urban Conservation Corps Restoration Initiatives

Jennifer Prado, Urban Conservation Corps' Coachella Valley Site Director, provided an update on trail installation, installing burrowing owl burrows, improving fencing and tamarisk removal.

Member discussion ensued. Ms. Prado answered Commissioners' questions and highlighted the local workforce development program.

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

C. CalRecycle funding availability for public agencies

Management Analyst Will Steichen provided an overview of the item and introduced Julian Lopez, a CalRecycle Waste Management Engineer who detailed funding opportunities for local jurisdictions.

Brief member discussion ensued. There was no action taken as this was an informational item.

6. INFORMATION

A. Attendance Record

B. Acquisition Status Report

C. Contracts under Executive Director's signing authority

D. CVCC's Quarterly Investment Report through March 31, 2026

E. CVCC's Unaudited Financial Reports through March 31, 2026

F. Governmental Accounting Standards Board's (GASB) Video Series

These items were placed in the agenda packet for members' information.

7. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

8. ANNOUNCEMENTS

The next meeting of the **Coachella Valley Conservation Commission** will be held on Thursday, September 10, 2026, at 10:00 a.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

9. ADJOURN

Chair Gardner adjourned the meeting at 11:27 a.m.

Respectfully submitted,

Erica Felci, Deputy Executive Director

ITEM 4B

Coachella Valley Conservation Commission
September 10, 2026

STAFF REPORT

Subject: **Authorization to Update Signature Cards**

Contact: Jiajing Cheng, Senior Accountant (jcheng@cvag.org)

Recommendation: Authorize the updating of the signature cards and signatories for CVCC investments and banking

Background: On at least an annual basis, usually due to a change in CVCC's Chair and/or employee turnover, CVCC seeks authorization through Coachella Valley Association of Governments' employees (as authorized in JPA and contracted by CVCC for staffing) to update the appropriate signatories and signature cards for CVCC investments. This request supersedes any prior Commission action related to the matter.

With the Commission's approval of the staff recommendation, the signature cards will be updated as follows:

1) Bank Signature Cards, County of Riverside Journal Voucher Requests and Wire Transfer Requests to the following CVAG employees and CVCC Chair:

Name	Title	Type
Gary Gardner (or new CVCC chair if elected as Agenda Item 5C)	CVCC Chair	Existing (New if needed)
Tom Kirk	Executive Director	Existing
Erica Felci	Deputy Executive Director	Existing
Joanna Stueckle	Officer Manager	Existing
Claude T. Kilgore	Director of Finance	Existing

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

ITEM 4C

Coachella Valley Conservation Commission
September 10, 2026

STAFF REPORT

Subject: **Grant Funding for Analysis of Anonymized Human Mobility Data on Peninsular Bighorn Sheep**

Contact: Arin Sain, Conservation Management Analyst (asain@cvag.org)

Recommendation: Approve Resolution 2026-08 and authorize Executive Director to take the necessary steps to accept a Local Assistance Grant from the California Department of Fish and Wildlife in the amount of $94,831 for "Leveraging anonymized human mobility data to understand human use impacts on Peninsular bighorn sheep in the Santa Rosa and San Jacinto Mountains Conservation Area"

Background: In July 2026, CVCC staff submitted two grant applications to the California Department of Fish and Wildlife (CDFW) through their Local Assistance Grant (LAG) program. The proposal – "*Leveraging anonymized human mobility data to understand human use impacts on Peninsular bighorn sheep in the Santa Rosa and San Jacinto Mountains Conservation Area*" – is currently being reviewed. Funding announcements are expected in early October, and if awarded, acceptance of the grant will require a resolution from the CVCC. Given the timing of the next CVCC meeting, CDFW staff has advised CVCC staff that it would be prudent to pre-emptively adopt a resolution so that the process of finalizing the grant agreements could start immediately upon an award.

The Peninsular bighorn sheep (PBS) is a California Fully Protected species, a State Threatened species, a United States Endangered species and a Covered Species under the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). Human use of PBS habitat, such as trails, has the potential to affect CVMSHCP conservation goals, including securing essential habitat, maintaining connectivity, and ensuring conservation of self-sustaining populations. Additionally, the CVMSHCP also identifies critical conservation objectives to better understand how recreational trail use affects PBS behavior and habitat use.

Given the geographically expansive and dynamic nature of PBS habitat and human activity, traditional methods of collecting data on human use of the landscape such as trail and road counters are limited in spatial scale and often require substantial labor and associated costs. Anonymized human mobility data (HMD) may address many of these limitations by providing smartphone-based movement data locations at fine spatial and temporal scales. These data are derived from GPS locations collected through many smartphone applications, for which users consent to location sharing, with identifying information removed to protect privacy. The data can capture a diverse range of users and activities across the landscape, including vehicles, on-trail, and social trail use. These data can be used to estimate relative levels of different activities (such as motorized, equestrian, bicycling, hiking), and then be overlaid with data from sheep collars to assess how different types of human activity may affect PBS habitat use. This proposed project, if funded, will evaluate the use of HMD to examine how dynamic human activity may influence PBS habitat selection and connectivity within the Santa Rosa and San Jacinto Mountains Conservation Area, as well as how PBS respond to close proximity to trails and humans.

As detailed in the grant application, CVCC will contract with a consultant to acquire and analyze the collar data and anonymized HMD data. Dr. Thomas Yamashita and Dr. George Wittemyer at the University of Colorado, along with Dr. Mark Ditmer at the Rocky Mountain Research Station, will be contracted to acquire and perform all analyses. A final report and data analysis will be completed by March 2029.

Staff is recommending adoption of Resolution 2026-08 and authorizing the Executive Director to take the necessary steps to accept the funding, if awarded.

Fiscal Analysis: The grant application to CDFW seeks $94,831 through 2029 to cover acquisition and analysis of the data. Additionally, staff anticipates $70,486 will be budgeted as part of the Fiscal Year 2026-27 and 2027-28 Monitoring and Management Fund budgets, which will be used as a match to implement the Trails Management Plan.

Attachment: Resolution 2026-08

Resolution No: 2026-08

RESOLUTION OF THE COACHELLA VALLEY CONSERVATION COMMISSION AUTHORIZING THE ACCEPTANCE OF LOCAL ASSISTANCE GRANT FUNDS FOR LEVERAGING ANONYMIZED HUMAN MOBILITY DATA TO UNDERSTAND HUMAN USE IMPACTS ON PERNINSULAR BIGHORN SHEEP IN THE SANTA ROSA AND SAN JACINTO MOUNTAINS CONSERVATION AREA

WHEREAS, certain local assistance grant funds are made available annually on a competitive basis by the California Department of Fish and Wildlife for Natural Community Conservation Planning (NCCP) Program highest priority implementation tasks; and

WHEREAS, the grants are awarded pursuant to guidelines established by the California Department of Fish and Wildlife for determination of project eligibility for funds; and

WHEREAS, said procedures established by the California Department of Fish and Wildlife require the Grantee to certify by resolution the approval to apply for, and accept grant funds and provide authorization to enter into an agreement with the California Department of Fish and Wildlife to implement high priority activities related to the NCCP Program.

NOW, THEREFORE, BE IT RESOLVED that the Coachella Valley Conservation Commission approves the acceptance of local assistance grant funds for the project, *Leveraging anonymized human mobility data to understand human use impacts on Peninsular bighorn sheep in the Santa Rosa and San Jacinto Mountains Conservation Area* in the amount of $94,831.

IT IS FURTHER RESOLVED that the Coachella Valley Conservation Commission appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, grant agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing Resolution was passed by the Coachella Valley Conservation Commission this 10th day of September 2026.

APPROVED:

____________________________	____________________________
Gary Gardner	Tom Kirk
Chair	Executive Director

ITEM 4D

Coachella Valley Conservation Commission
September 10, 2026

STAFF REPORT

Subject: **Grant Funding for Migration and Movement Ecology of Rails**

Contact: Arin Sain, Conservation Management Analyst (asain@cvag.org)

Recommendation: Approve Resolution 2026-09 and authorize Executive Director to take the necessary steps to accept a Local Assistance Grant from the California Department of Fish and Wildlife in the amount of $80,494 for "Migration and Movement Ecology of the Endangered Yuma Ridgway's Rail" upon award of funds

Background: In July 2026, CVCC staff submitted two grant applications to the California Department of Fish and Wildlife (CDFW) through their Local Assistance Grant (LAG) program. The proposal – "*Migration and Movement Ecology of the Endangered Yuma Ridgway's Rail*" – is currently being reviewed. Funding announcements are expected in early October, and if awarded, acceptance of the grant will require a resolution from the CVCC. Given the timing of the next CVCC meeting, CDFW staff has advised CVCC staff that it would be prudent to pre-emptively adopt a resolution so that the process of finalizing the grant agreements could start immediately upon an award.

The Yuma Ridgway's rail is a California Fully Protected species, a State Threatened species, a United States Endangered species and a Covered Species under the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). Yuma Ridgway's rail epitomizes many of the dilemmas threatened and endangered species are facing as it contends with multiple threats, gaps in demographic data, and an unchanged listing status for more than 40 years. Habitat for this species consists of emergent wetlands found throughout the Lower Colorado River Basin, the adjacent Salton Sea, and northern Mexico. Diminishing flow of water in the Colorado River threatens Yuma Ridgway's rail populations throughout their range and is thus one of the leading threats to long-term habitat sustainability. While the managed wetlands near the Salton Sea act as a stronghold for this rare bird, populations have declined over the past 10 years.

The Yuma Ridgway's rail is particularly sensitive to water depth, and, therefore, water management activities within emergent wetlands. Compounding this threat to habitat availability, is the recent discovery that Yuma Ridgway's rails exhibit partial migration, with 40 percent of adult rails that breed in the U.S. migrating to and overwintering in coastal wetlands in Mexico. This new information makes existing management strategies less clear and greatly increases the potential list of threats that may be responsible for population declines, especially since both breeding and overwintering habitat need to be considered. This project will evaluate the local habitat use and migration ecology of this species by attaching GPS transmitters to individual rails and tracking their movements at pre-determined intervals.

Under the proposed project, CVCC will contract with a consultant to trap and tag with GPS transmitters up to 40 individual rails. Dr. Coutney Conway at the University of Idaho Department of Fish and Wildlife will be contracted to conduct trapping and tagging of the rails. The GPS transmitters will allow CVCC staff to gather, clean, and analyze both local-scale movement as well as long-distance movement data from individuals that migrate. The data will give CVCC an idea of where the migratory population of Yuma Ridgway's rails are coming from and where they are going, both within the Coachella Valley and regionally. A final report and data analysis will be completed in March 2029.

Staff is recommending approval of Resolution 2026-09 and authorizing the Executive Director to take the necessary steps to accept the funding, if awarded.

Fiscal Analysis: CVCC's grant application seeks $80,494 for purchase of GPS transmitters. Additionally, staff anticipates $135,440 will be budgeted as part of the Fiscal Year 2026-27 and 2027-28 Monitoring and Management Fund budgets, which will be used as a match to implement trapping and tagging of rails.

Attachment: Resolution 2026-09

Resolution No: 2026-09

RESOLUTION OF THE COACHELLA VALLEY CONSERVATION COMMISSION AUTHORIZING THE ACCEPTANCE OF LOCAL ASSISTANCE GRANT FUNDS FOR MIGRATION AND MOVEMENT ECOLOGY OF THE ENDANGERED YUMA RIDGWAY'S RAIL

WHEREAS, certain local assistance grant funds are made available annually on a competitive basis by the California Department of Fish and Wildlife for Natural Community Conservation Planning (NCCP) Program highest priority implementation tasks; and

WHEREAS, the grants are awarded pursuant to guidelines established by the California Department of Fish and Wildlife for determination of project eligibility for funds; and

WHEREAS, said procedures established by the California Department of Fish and Wildlife require the Grantee to certify by resolution the approval to apply for, and accept grant funds and provide authorization to enter into an agreement with the California Department of Fish and Wildlife to implement high priority activities related to the NCCP Program.

NOW, THEREFORE, BE IT RESOLVED that the Coachella Valley Conservation Commission approves the acceptance of local assistance grant funds for the project, *Migration and Movement Ecology of the Endangered Yuma Ridgway's Rail* in the amount of $80,494.

IT IS FURTHER RESOLVED that the Coachella Valley Conservation Commission appoints the Executive Director as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, grant agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing Resolution was passed by the Coachella Valley Conservation Commission this 10th day of September 2026.

APPROVED:

Gary Gardner Chair	Tom Kirk Executive Director

ITEM 4E

Coachella Valley Conservation Commission

September 10, 2026

CVCC

STAFF REPORT

Subject: **Contract with San Diego Natural History Museum for Small Mammal Surveys**

Contact: Arin Sain, Conservation Management Analyst (asain@cvag.org)

Recommendation: Authorize the Executive Director to execute a contract with the San Diego Natural History Museum for a not-to-exceed amount of $149,710 for surveys of the Coachella Valley round-tailed ground squirrel through March 31, 2027

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

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

In September 2025, CVCC approved Amendment No. 1 to add the matching funds to an existing contract with University of California, Davis (UCD) to perform the trapping and tissue sampling for the nocturnal target species of small mammals, particularly the Palm Springs pocket mouse, which is a covered species under the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The Commission then authorized Amendment No. 2 in June 2026 to supplement these originally scoped matching funds to perform trapping, tissue sampling, and eDNA collection for diurnal (i.e., daytime) species of small mammals with a particular focus on Coachella Valley round-tailed ground squirrel. However, prior to the amendment's execution, UCD informed CVCC staff that they were not entering the contract for unforeseen circumstances and would not be available to perform these services.

Staff is now recommending a contract with San Diego Natural History Museum (SDNHM) to complete the work that had originally been planned with UCD. SDNHM has been a researcher for the CVCC on multiple projects in the past, including riparian bird surveys and cowbird trapping. SDNHM has extensive experience in successfully conducting small mammal trapping throughout Southern California and has the appropriate federal and state animal handling permits to complete the fieldwork component of this project. Over the summer, CVCC staff requested a proposal from SDNHM to complete the work previously scoped by UCD. Staff also drafted a single-source justification memo to adhere to CVCC's procurement policies due to the nature of this project and the unique experience required to complete this fieldwork. As part of this scope, SDNHM will lead project administration, reporting, and data management. Fieldwork will include reconnaissance surveys to assess habitat and small mammal live trapping. Final deliverables will include compiled data, interim updates, and a final report on the results of the live trapping fieldwork.

Staff recommends authorizing the Executive Director to execute a contract with SDNHM for work that will extend through March 31, 2027. The recommended action would also authorize the Executive Director and/or Legal Counsel to make minor contract modifications prior to execution.

Fiscal Analysis: The contract with SDNHM is for $149,710 in funding. This amount is slightly less than the amount that was previously authorized for UCD, partially due to SDNHM having more localized resources for this fieldwork. Funding for the project was included in the Fiscal Year 2026-27 Management and Monitoring Fund budget.

Attachment: Contract Agreement with SDNHM

PROFESSIONAL SERVICES AGREEMENT

between

COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)
and
SAN DIEGO NATURAL HISTORY MUSEUM (SDNHM)

THIS AGREEMENT is made and effective as of September 10, 2026 between the Coachella Valley Conservation Commission ("CVCC") and San Diego Natural History Museum ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **September 1, 2026** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **March 31, 2027** unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **SURVEYS AND TRAPPING** services consistent with the provisions of San Diego Natural History Museum's (SDNHM) letter dated August 26, 2026 for the proposed **Round-Tailed Ground Squirrel Surveys and Trapping Project** and any modification thereto adopted in writing by the parties and identified herein and/or as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

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

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant's Proposal)

3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$149,710** without a written amendment.

4. PERFORMANCE

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

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

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

5. PAYMENT

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

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

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

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

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

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

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

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

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

10. OWNERSHIP OF DOCUMENTS

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

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

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

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

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than $1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than $1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than $1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVCC with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVCC may, in addition to any other remedies it may have, terminate this Agreement.

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

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

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

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

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

18. NOTICES

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

To CVCC:	Executive Director Coachella Valley Conservation Commission 74-199 El Paseo Drive, Suite 100 Palm Desert, CA 92260
To Consultant:	Scott Tremor, Curator of Mammals San Diego Natural History Museum (SDNHM) 1788 El Prado San Diego, CA 92101

19. ASSIGNMENT/PERSONNEL

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

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

20. MANAGEMENT

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

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

21. SUBCONTRACTS

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

22. LICENSES

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

23. GOVERNING LAW

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

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

24. FINAL PAYMENT CERTIFICATION AND RELEASE

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

25. ENTIRE AGREEMENT

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

26. FORCE MAJEURE

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

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

COACHELLA VALLEY CONSERVATION COMMISSION

By:____________________________
Tom Kirk, Executive Director

SAN DIEGO NATURAL HISTORY MUSEUM

By: ______________________________
Matt Jawlik, CFO/COO

EXHIBIT “A”

SCOPE OF WORK

See following pages.

24 August 2026

To: Arin Sain
Coachella Valley Association of Governments

From: Scott Tremor
San Diego Natural History Museum (SDNHM)
1788 El Prado, San Diego, CA 92101

Subject: Scope and Budget for Focused Surveys of the Round-tailed Ground Squirrel (*Xerospermophilus tereticaudus chlorus*) in the Coachella Valley

Introduction
The proposed focused survey will complement the larger CVCC funded wildlife connectivity study and the planned small mammal trapping effort by specifically documenting the distribution, density, and demographic characteristics of RTGS at selected conservation sites. The resulting information will help evaluate the current status of RTGS populations and identify areas where habitat management and corridor enhancement may be warranted.

The focused RTGS survey will collect genetic samples, where authorized and feasible, from individuals captured at selected sites on both sides of major transportation barriers to support the broader genetic connectivity study.

Survey Area and Site Selection
The survey will focus on the five core conservation areas identified as important for RTGS conservation:

Site selection will prioritize:

- Known or historically occupied RTGS habitat
- Existing RTGS track or occurrence records
- Fine textured sandy substrates and aeolian sand communities
- Areas adjacent to or within designated biological corridors
- Sites located on opposite sides of I-10 or SR 62 where appropriate
- Areas near existing or proposed wildlife underpasses
- Sites where results can be integrated with the concurrent CVCC wildlife connectivity study
- Sites that provide adequate opportunity for genetic comparisons among populations

Methods
A suite of methods is proposed for this study and outlined below.

Visual and Track Surveys
Systematic searches for RTGS tracks, burrows, and other evidence of occurrence will occur late September prior to the commencement of live trapping. Surveyors will identify and mark occupied burrows and record:

- RTGS tracks and trackways
- Active and inactive burrows
- Visual observations
- Diagnostic alarm calls

Live Trapping Surveys
Focused RTGS surveys will be conducted during the period of highest anticipated surface activity. The proposed field window is early October through early November 2026.

A subset of the existing nocturnal small mammal trapping arrays will be used for RTGS surveys. This approach will maximize the value of existing field infrastructure and allow RTGS data to be integrated with the broader small mammal dataset.

Perforated Sherman™ traps will be utilized for this effort and covered so that the trap is shaded from direct sunlight. Each trap will be:

- Baited with rolled oats
- Opened at approximately dawn
- Checked regularly throughout the morning
- Closed by approximately 10:00 a.m., or earlier if ambient temperature measured approximately one foot above the ground in shaded conditions exceeds 85°F (29.4°C).

All captured RTGS will be handled using established small mammal protocols. Each individual will be identified to species, temporarily marked using a non-toxic pen with a color specified for each day, sexed, assigned an age class, examined for reproductive status, recorded as a new capture or recapture, and released at the point of capture following processing.

All handling will be conducted under applicable permits and institutional animal care and safety protocols.

Where permitted, tissue samples will be collected from captured RTGS for integration with the broader genetic connectivity study. Sampling will emphasize populations:

- On opposite sides of I-10, SR 111 and SR 62
- Within or adjacent to designated biological linkages
- In different conservation areas

The genetic component will ultimately be used to evaluate population structure and estimate gene flow among sampled populations. These analyses will help determine whether apparent habitat connectivity is translating into biological and genetic connectivity.

The RTGS samples should be analyzed in conjunction with samples from the Palm Springs pocket mouse and, where available, other small mammals collected during the larger CVCC effort.

Schedule
Field surveys are proposed for September through early November 2026, subject to weather conditions, permitting, and site accessibility.

We plan to finalize site selection and field protocols in September, followed by RTGS trapping, which will conclude by October 31, 2026. Genetic sample collection and processing is concurrent with trapping.

EXHIBIT “B”

PRICE FORMULA

See following pages.

Deliverables

The project will produce:

- A georeferenced database of RTGS captures, observations, tracks, burrows, and other detections
- Maps showing current RTGS distribution and survey effort
- Comparison of current records with historical occurrence
- A genetic sampling database documenting individuals and sampling locations
- Integration of RTGS results with concurrent small mammal and wildlife connectivity monitoring
- Identification of potential connectivity gaps and priority areas for management
- A final technical report summarizing methods, results, interpretation, and management recommendations.

Budget

Work will be performed on a time and materials basis with a not to exceed cost of $149,710.00, as detailed in Table 1 below.

Table 1. Budget

Staff	***Specialist***	***Sr. Biologist/ Botanist***	***Biologist/ Botanist***	**Permitted contractor**	**Misc**		
Rate	**$132.00**	**$115.00**	**$100.00**	**$200.00**		**Total Cost**	**Calculation/Justification**
Task 1a: Reconnaissance	50		128			$19,400.00	
Task 1b: trapping	160	80	640			$94,320.00	
Equipment						$500.00	flagging, trap shade, bait
Mileage					9000 miles	$6,840.00	$0.76/mile
Meals and Expenses					75	$5,100.00	$68/day
Meals and Expenses (1st/last day)					50	$2,550.00	$51/day
Lodging					100 room/nights	$11,000.00	$110/day
Consulting biologist				50		$10,000.00	
Total						**$149,710.00**	

Please feel free to contact me if you have any questions about this proposal.

Sincerely,

Scott Tremor
Curator of Mammals
San Diego Natural History Museum
1788 El Prado, San Diego, CA 92101
Mobile: 619.823.5898
Email: stremor@sdnhm.org

24 August 2026

To: Arin Sain
Coachella Valley Association of Governments

From: Scott Tremor
San Diego Natural History Museum (SDNHM)
1788 El Prado, San Diego, CA 92101

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Sincerely,

Scott Tremor
Curator of Mammals
San Diego Natural History Museum
1788 El Prado, San Diego, CA 92101
Mobile: 619.823.5898
Email: stremor@sdnhm.org

ITEM 4F

Coachella Valley Conservation Commission

September 10, 2026

STAFF REPORT

Subject: **Amendment to the Memorandum of Understanding with the Desert Hot Springs Police Department**

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

Recommendation: **Authorize the Executive Director to execute Amendment No. 3 to the Memorandum of Understanding with the City of Desert Hot Springs Police Department to add $57,000 through June 30, 2027, inclusive of the purchase of an autonomous drone system, and expanded scope of patrols and services**

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 was subsequently extended twice and expired 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 coordinates 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.

CVCC staff initially planned to execute a no-cost amendment extending the MOU through June 30, 2027 as some of the authorized funding remained unspent. Before that amendment was finalized, the Desert Hot Springs Police Department requested that CVCC fund the purchase of two autonomous drones to support patrol and enforcement activities on CVCC conservation lands. Given the large swaths of land that are being patrolled, CVCC staff is supporting the use of drone use. However, staff recommends investing in one drone so its effectiveness could be evaluated before investing in a second system. Staff therefore worked with the City to develop a revised amendment that would fund one drone, provide additional patrol funding, expand the scope of services, and extend the term of the MOU.

Staff is now recommending Amendment No. 3 to add $57,000 to the MOU in order to purchase of one autonomous drone system and fund supplemental patrols. The amendment would also extend the MOU through June 30, 2027. If the initial drone proves effective, CVCC staff will return to the Commission for consideration of purchasing a second system in the future to expand the program's coverage and capacity. A second drone would allow the department to reach a larger portion of its service area, including remote conservation lands and persistent management-challenge areas such as the Kim Nicol Trailhead.

Under the amended scope of services, Desert Hot Springs Police would use the drone to conduct routine, mapped patrols of CVCC conservation lands within and near the City's jurisdiction, focusing on areas with persistent land-management challenges. The drone would assist with identifying and documenting illegal dumping, trespassing, unauthorized OHV activity, fires, shooting, encampments, and other activities affecting conservation lands.

The drone would also support coordinated responses by Desert Hot Springs Police officers and future CVCC conservation rangers, provide live video to personnel in the field, and integrate with the Coachella Valley Real Time Intelligence Center, which is hosted at thePalm Springs Police Department. Routine drone patrols and backup response would be included under the amended MOU and would not require additional operating funds from CVCC beyond the proposed amendment.

Staff is recommending Amendment No. 3 to purchase a drone and complement existing ground patrols by in remote or difficult-to-access locations more efficiently. The recommended authorization would also authorize the Executive Director and/or Legal Counsel to make minor contract modifications prior to execution.

Fiscal Analysis: Amendment No. 3 provides an additional $57,000 for the MOU with Desert Hot Springs Police Department. Of this amount, up to $30,000 would be spent for the purchase of an autonomous drone system and the remaining funding would be spent on supplemental patrols.

This would bring the total amount of the agreement to $232,000. The original MOU authorized $115,000, including the one-time purchase of a Polaris off-road vehicle. In November 2023, the Commission approved Amendment No. 1, adding $60,000 to the agreement. A subsequent no-cost amendment was executed in November 2025, extending the term through June 30, 2026. From July 1, 2025, through June 30, 2026, the cost of services totaled $15,243.61. As of June 30, 2026, $23,417.10 remained unspent under the MOU and is available to cover supplemental patrol costs for the remainder of the contract term.

Approximately $40,600 of the amendment is anticipated to be funded through CVCC's CalRecycle grant. These funds were originally budgeted for security cameras that were not able to be installed under CVCC's agreement with Flock Safety. Only three of the six planned cameras were installed, and CVCC staff are working through the credit and reimbursement process for the remaining cameras. The remaining portion of the proposed amendment would be funded through CVCC's Land Management and Monitoring Fund.

Attachment: Amendment No. 3 of the MOU with Desert Hot Springs Police

AMENDMENT NUMBER THREE
to the
MEMORANDUM OF UNDERSTANTING
Between the
City of Desert Hot Springs
and the
Coachella Valley Conservation Commission
for
Cooperative Land Management and Law Enforcement Activities
Under the Coachella Valley Multiple Species Habitat Conservation Plan

This **AMENDMENT NUMBER THREE** is made and entered into this **10th day of September 2026**, by and between the **City of Desert Hot Springs ("City")**, a California municipal corporation, and the **Coachella Valley Conservation Commission ("CVCC")**, a California Joint Powers Authority, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Memorandum of Understanding (MOU) dated January 14, 2021, for Cooperative Land Management and Law Enforcement Activities under the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP).

1. **This Amendment No. Three extends the term of the MOU to June 30, 2027.**
2. **This Amendment No. Three provides for an additional amount of $57,000 in funding, including up to $30,000 for the purchase and evaluation of a drone to support patrol and law enforcement activities on CVCC conservation lands and the remaining amount available for supplemental law enforcement patrols.**
3. **The total amount payable under this MOU shall not exceed $232,000.**

Original MOU	January 14, 2021	$115,000
Amendment Number One	November 9, 2023	$60,000
Amendment Number Two	November 3, 2025	No Cost
Amendment Number Three	September 10, 2026	$57,000
Total MOU Not-to-Exceed		**$232,000**

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this **Amendment Number Three** to be executed by their duly authorized representatives on this date:

COACHELLA VALLEY CONSERVATION COMMISSION

By: ________________________________
Tom Kirk, CVCC Executive Director

CITY OF DESERT HOT SPRINGS

By: ________________________________
Doria Wilms, City Manager

ITEM 5A

Coachella Valley Conservation Commission

September 10, 2026

STAFF REPORT

Subject: **Land Management Services Contract**

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

Recommendation: Authorize the Executive Director to execute a contract with the Southern California Mountains Foundation's Urban Conservation Corps (SCMF-UCC) for land management services through June 30, 2029, at a not-to-exceed cost of $150,000

Background: The Urban Conservation Corps (UCC), a workforce development program of the Southern California Mountains Foundation (SCMF), has been a reliable partner to the CVCC for more than a decade. UCC provides conservation training and employment opportunities through crews that perform hands-on habitat restoration, maintenance, and land-management projects. Its local presence, cost-effective crews, and ability to perform specialized work by hand make UCC particularly well suited for projects on sensitive conservation lands where heavy equipment may be inappropriate. CVCC has maintained several services agreements with UCC for fence inspections, trail restoration, invasive-species removal, and related work – much of which was highlighted during a presentation at the Commission's June 2026 meeting. Through this longstanding partnership, UCC has supported implementation of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) by removing more than 100 acres of invasive tamarisk, restoring native habitat and unauthorized routes, rehabilitating trails, installing access-control improvements, removing debris, and conducting recurring inspections of the Peninsular bighorn sheep fence in La Quinta.

The use of conservation corps is often a preferred approach by the state agencies such as they offer specialized services for land management such as projects due to their specialized skills in trail building, fuels reductions, habitat restoration, and removal of invasive species in sensitive habitat. Additionally, they provide by-hand removal services that are not typically seen by commercial services, which often bring in heavy equipment that can't be used on conservation lands. Of the conservation corps that are available to the CVCC, UCC has proven to be the lowest cost because they have a local office in Indio.

Earlier this year, SCMF-UCC submitted an application for an Off-Highway Motor Vehicle Recreation (OHMVR) Restoration Grant that would allow them to expand services on CVCC-owned parcels. SCMF- UCC was notified of the award in early June. The grant will provide up to 9600 hours of UCC crew time, as well as fund restoration and protection of mesquite dune and wash habitat within the Upper Mission Creek/Big Morongo Canyon and Willow Hole Conservation Areas. CVCC staff supported the application as it builds upon CVCC's CalRecycle-funded illegal-dumping cleanup in the same area.

CVCC staff is now recommending approval of a new agreement with SCMF-UCC for work that would extend through June 2029. The contract combines SCMF-UCC's grant-management expertise, SCMF-UCC's field capacity and workforce-development mission, while allowing for conservation land-management oversight by CVCC staff. The new agreement also reflects current and anticipated needs across CVCC-owned and managed conservation lands. Under the proposed agreement, SCMF-UCC may provide habitat restoration, invasive-species management, rehabilitation and closure of unauthorized routes, trail construction and maintenance, trash and debris removal, and recurring inspections of CVCC lands and assets. SCMF-UCC may also install, repair, relocate, or remove fencing, gates, barriers, signage, drainage features, and other infrastructure needed to manage public access, protect natural resources, and maintain conservation lands.

Grant-funded activities will include rehabilitating unauthorized OHV routes, decompaction and stabilizing disturbed soils, controlling erosion, restoring native vegetation, installing approximately 12,000 linear feet of fencing and other access-control features, and providing regulatory and interpretive signage. The project will also give UCC Corpsmembers training and hands-on experience using specialized restoration equipment.

Under California Public Resources Code 14306 and 14311, federal, state, and local public entities can employ the conservation corps for any work that promotes the mission of the corps, including conserving, maintaining, improving, and enhancing natural resources in both urban and rural areas. The single-source procurement for these services is consistent with CVCC's procurement policy based on SCMF-UCC's unique qualifications, specialized expertise, and extensive experience performing conservation and restoration work on CVCC-managed lands.

Staff recommends approval of the land management service agreement with SCMF-UCC. The recommended action would also authorize the Executive Director and/or Legal Counsel to make minor contract modifications prior to execution.

Fiscal Analysis: The agreement with SCMF-UCC provides for $150,000 from CVCC's Management and Monitoring budget for land-management and restoration services outside of the grant-funded project area. The contract is on a time and materials basis. The contract allows for rates to be adjusted annually on October 1 to address cost of living adjustments so long as the total agreement does not exceed amount of $150,000.

This agreement will leverage the $897,873 in grant funds that SCMF-UCC received for the restoration project in the Upper Mission Creek/Big Morongo Canyon and Willow Hole Conservation Areas. The grant requires $124,738 in matching contributions, which will be provided primarily by UCC through funding from Prop 4. Eligible CVCC staff time spent supporting the project may also be credited toward the required match. The total project value, including grant funds and matching contributions, is $1,022,611.

The grant period extends through September 2029; however, the proposed agreement would run through June 30, 2029, covering the services anticipated through the end of CVCC's 2028–29 fiscal year.

Attachment: Land Management Service Agreement will SCMF-UCC

PROFESSIONAL SERVICES AGREEMENT

between

COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)
and
SOUTHERN CALIFORNIA MOUTAINS FOUNDATION – URBAN CONSERVATION CORPS (SCMF-UCC)

THIS AGREEMENT is made and effective as of **September 10, 2026** between the Coachella Valley Conservation Commission ("CVCC") and Southern California Mountains Foundation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **September 10, 2026** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2029** unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **Land Management Services** for CVCC and CVMSHCP lands consistent with Exhibit A to this agreement and upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

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

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant's Proposal)

3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. CVCC also will reimburse Consultant for actual, documented disposal and dump fees incurred in performing the services under this Agreement. In no event shall the total amount paid to Consultant, including reimbursable disposal and dump fees, exceed the sum of **$150,000** without a written amendment.

The rates set forth in Exhibit B shall be adjusted annually, effective October 1, to reflect the then-current Corpsmember Hourly Rate approved by the California Conservation Corps (CCC). Consultant shall provide CVCC with the updated rate schedule and supporting documentation before the adjusted rates take effect. Any rate adjustment shall remain subject to the Agreement's not-to-exceed amount.

4. PERFORMANCE

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

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

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

5. PAYMENT

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

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

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

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

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

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

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

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

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

10. OWNERSHIP OF DOCUMENTS

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

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

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

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

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than $1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than $1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than $1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVCC with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVCC may, in addition to any other remedies it may have, terminate this Agreement.

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

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

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

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

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

18. NOTICES

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

To CVCC:	Tom Kirk, Executive Director Coachella Valley Conservation Commission 74-199 El Paseo Drive, Suite 100 Palm Desert, CA 92260
To Consultant:	Stacy Gorin, Executive Officer Southern California Mountains Foundation 1355 W. 26th Street San Bernardino, CA 92405

19. ASSIGNMENT/PERSONNEL

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

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

20. MANAGEMENT

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

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

21. SUBCONTRACTS

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

22. LICENSES

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

23. GOVERNING LAW

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

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

24. FINAL PAYMENT CERTIFICATION AND RELEASE

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

25. ENTIRE AGREEMENT

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

26. FORCE MAJEURE

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

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

COACHELLA VALLEY CONSERVATION COMMISSION

By:______________________________
Tom Kirk, Executive Director

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION

By: ______________________________
Stacy Gorin, Executive Officer

EXHIBIT "A"

SCOPE OF WORK

CVMSHCP Land Management Services Agreement

Introduction/Background/Scope

The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) provides for the regional conservation and management of natural communities, ecological processes, and covered species throughout the Coachella Valley. The Coachella Valley Conservation Commission (CVCC) oversees implementation of the CVMSHCP and owns and manages conservation lands throughout the Plan Area. These lands require ongoing restoration, maintenance, monitoring, access management, and other services to protect natural resources, address the effects of unauthorized or incompatible activities, and support appropriate public use.

The Southern California Mountains Foundation's Urban Conservation Corps (SCMF-UCC) provides conservation-related training and employment opportunities through crews that perform hands-on environmental restoration, maintenance, and land-management projects. Through this work, UCC develops practical workforce skills while supporting the stewardship of public and conserved lands throughout Southern California.

CVCC and UCC have a longstanding working relationship involving projects on CVCC-owned and managed conservation lands. Under previous agreements, UCC crews have performed habitat restoration, rehabilitation of unauthorized roads and trails, fencing and access-control work, asset inspections, trail maintenance, trash and debris removal, planting, invasive-species management, and other activities supporting CVCC's land-management responsibilities.

CVCC desires to enter into a services agreement with UCC to provide land-management services on CVCC-owned or managed lands within the CVMSHCP Reserve System. Services may include, but are not limited to:

- Habitat restoration and site rehabilitation, including soil decompaction, recontouring, erosion control, seeding, native plant installation, watering, invasive plant and weed removal, and ongoing restoration-site maintenance.
- Closure, restoration, and monitoring of unauthorized roads, trails, and other disturbed areas.
- Installation, maintenance, repair, relocation, or removal of fencing, gates, posts, barriers, boulders, signage, and other access-control or resource-protection features.

- Construction, maintenance, repair, reconstruction, rerouting, or decommissioning of trails and associated infrastructure, including trail markers, posts, signs, drainage features, and trailhead improvements.
- Removal of trash, illegally dumped materials, abandoned property, graffiti, and other debris from conservation lands.
- Recurring inspection and documentation of trails, restoration areas, fencing, gates, signage, access-control features, and other CVCC lands and assets.
- Vegetation and invasive species management, property maintenance, and other activities necessary to protect, restore, maintain, and manage conservation lands.

Specific services, locations, schedules, materials, equipment, deliverables, and costs may be identified by CVCC through individual task orders, work plans, maps, or other written direction. UCC shall coordinate with CVCC before beginning assigned work and comply with all applicable environmental requirements, access restrictions, seasonal limitations, and measures established to protect sensitive biological, cultural, and natural resources.

EXHIBIT "B"

Price Formula

Urban Conservation Corps of the Inland Empire
Corpsmember Rate Sheet
2025/2026

CCC Approved (effective 10/01/2025) Corpsmember Hourly Rate: $48.03

Daily UCCIE Crew Rate:

- 6 corpsmember crew + supervisors, includes overhead = $2,788.66
- 8 corpsmember crew + supervisors, including overhead = $3,718.21
- 10 corpsmember crew + supervisor, including overhead = $4,647.77

Weekly (5 days - 40 hours)

- 6 corpsmember crew + supervisor, including overhead = $13,943.30
- 8 corpsmember crew + supervisor, including overhead = $18,591.07

Note: 6 corpsmember crew and above includes a supervisor in the cost. Crew size below 6 requires the supervisor to also be billed at full rate.

Current overhead/indirect rate is 20.96%

The rates set forth above shall be adjusted annually, effective October 1, to reflect the then-current Corpsmember Hourly Rate approved by the California Conservation Corps (CCC). Consultant shall provide CVCC with the updated rate schedule and supporting documentation before the adjusted rates take effect. Any rate adjustment shall remain subject to the Agreement's not-to-exceed amount.

ITEM 5B

Coachella Valley Conservation Commission
September 10, 2026

CVCC

STAFF REPORT

Subject: **Local Development Mitigation Fee Nexus Study Revision**

Contact: Peter Satin, Assistant Director of Conservation (psatin@cvag.org)

Recommendation:

1. **Adopt the findings made in the 2026 Local Development Mitigation Fee (LDMF) Nexus Study;**
2. **Approve the Model Ordinance and Model Resolution implementing the fee schedule corresponding to the 60-year acquisition period extension with no acquisition of property within fluvial sand transport corridors; and**
3. **Authorize the Executive Director to execute Amendment No. 3 with Economic & Planning Systems, Inc. to add $25,000 for work related to the LDMF Nexus Study Update, inclusive of $10,000 in contingency funding, for a total contract amount not to exceed $199,850**

CVCC Finance Committee: Reviewed the summary findings and directed staff to finalize the report based on the assumptions outlined (Meeting of August 27)

Background: The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) authorizes the imposition of the Local Development Mitigation Fee (LDMF) on all development on previously undisturbed lands within the CVMSHCP boundary. This development impact fee is assessed pursuant to the Mitigation Fee Act (Government Code section 66000, *et seq.*), and as such, requires a periodic nexus be established between the impacts caused by growth-oriented development and the necessary public facilities required to sustain that growth. Critical components of any nexus study include the total cost of the proposed facilities, an accounting of other revenue sources that may be applied to the facilities' buildout, and an assessment of the projected growth driving the need for the facility.

Within the context of the CVMSHCP, the entire 746,000-acre Reserve System constitutes the public facility, and the local permittee contribution of 100,800 acres to the Reserve System is driven entirely by development and infrastructure capacity enhancements. The LDMF was projected to fund the majority of land acquisition required to complete the local permittees' Reserve System assembly obligation, with additional funding from regional arterial mitigation proceeds and proceeds from the endowment. As originally contemplated, LDMF revenues were to be applied exclusively to land acquisition and related costs, with the remainder of the CVMSHCP's operating costs to be funded through tipping fees and contributions from the endowment. However, early in the CVMSHCP's implementation, certain expected funding sources never materialized: the proposed Eagle Mountain landfill program, which would have contributed more than $247 million to the CVMSHCP's operating costs, fell through; and contributions to the endowment have taken place more slowly than originally anticipated, limiting its ability to subsidize other activities.

In light of the above funding gaps, CVCC in 2011 commissioned a revision to the CVMSHCP's original LDMF nexus study. This 2011 update made two critical revisions to the LDMF program by extending the Reserve System assembly period from 30 years to 45 years, and by allocating a portion of LDMF revenues to cover land management and biomonitoring of the Reserve System. Notably, the 2011 update assumed that, starting in 2021 and continuing throughout the CVMSHCP's duration, approximately 1,610 acres of development subject to the LDMF would occur annually. This 2011 nexus study remains the most current assessment of Reserve System facility costs and CVMSHCP implementation expenses. The fee schedule authorized by the 2011 nexus study, as adjusted annually for inflation, is presented in Table 1.

Table 1: Current LDMF schedule based on the 2011 nexus study, adjusted for inflation.

Fee Category	*Rate as of July 1, 2026*
Commercial/Industrial (acre)	$7,930
Residential (du/acre)	
0-8	$1,785
8.1-14	$745
>14	$325

In 2023, CVCC staff began updating their acquisition program policies and procedures, beginning with an internal review of land values within the CVMSHCP's 21 designated Conservation Areas, and then revising its acquisition policy to allow for more flexibility in setting acquisition targets. As part of that update, CVCC staff recommended pursuing an updated nexus study to better reflect current land valuations and CVMSHCP revenues and expenditures. In September 2025, after a public procurement process, CVCC entered into a professional service agreement with Economic & Planning Systems, Inc. (EPS) to conduct a land valuation and LDMF nexus update.

2026 LDMF Nexus Update and Preliminary Findings

As part of the contracted scope of work, CVCC staff asked EPS to verify assumptions made in the 2011 nexus study regarding the pace of development and the rate of acquisition, and to propose, as warranted, a variety of fee implementation scenarios. While land valuations have remained largely stable over the preceding 15 years, and remain the primary driver behind the fee rate, there has been a slight uptick in Reserve System monitoring costs compared to the 2011 nexus assumptions. The largest distinction between the 2011 nexus study and the current update is the assumed pace of development: Where the earlier nexus study utilized a rate of development on undisturbed lands of 1,610 acres per year, recent CVCC fee data suggest the pace of development on such lands within the Coachella Valley is closer to 500 acres per year – roughly a third of what was anticipated. In light of this finding, one of the scenarios analyzed involves extending the land acquisition period from the current 45 years to 75 years to accommodate the lower levels of annual development requiring mitigation.

Another scenario CVCC staff were particularly interested in evaluating is the effect on fee rates if CVCC began acquiring land in fluvial sand transport corridors. As originally conceived, the corridors did not have any explicit acquisition target, and permittees were instead to implement land use planning policies to ensure the maintenance of fluvial sand transport capacity. However, CVCC staff have observed in recent years upward development pressure in these regions leading to concerns that land use policies alone may be insufficient to maintain fluvial sand transport capacity, and that some level of acquisition may be warranted to prevent undue constriction of these sand transport corridors. As part of this study, the project team identified approximately 2,000 acres that could potentially be acquired to ensure maintenance of fluvial sand transport, at a cost of $20.4 million.

CVCC staff presented the above information, alongside EPS's preliminary findings regarding fee schedules, to the CVCC Finance Committee in May 2026. Based on the feedback from

Committee members, staff prioritized the 75-year acquisition scenario over the 45-year scenario both for its more realistic acquisition schedule as well as creating a more equitable application of impact fees to future development, and further continued exploring the fluvial sand transport acquisition scenario. The project team completed a draft LDMF nexus report that focused on two land acquisition scenarios: a 75-year acquisition scenario with no fluvial sand transport acquisition, and a 75-year acquisition scenario with fluvial sand transport acquisition (Table 2). This draft was circulated to the California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS), the Desert Valleys Builders Association (DVBA), and local permittee[1] staff for comments. CVCC staff also hosted technical workshops with DVBA staff and the Wildlife Agency representatives.

Table 2: Fee schedule under the 75-year acquisition period. Fees would remain constant over the remainder of the permit term

	No FST[1]	*FST*
Fee Category	Years 17-75	Years 17-75
Commercial/Industrial (ac)	$13,818	$14,545
Residential (du/ac)		
0-8	$2,478	$2,608
8.1-14.0	$1,402	$1,476
>14.0	$554	$583

[1]Fluvial sand transport

DVBA, CDFW, and USFWS each submitted written comments, which are attached to this report. They are addressed below.

DVBA Comments

DVBA's comments consisted of three primary concerns: the applicability of purchasing property within fluvial sand transport corridors; the validity of the draft nexus report's land valuation; and the appropriateness of increasing the impact fee in response to lower levels of development.

Shortly before initiating this LDMF nexus update, CVCC staff was made aware of the County of Riverside's intent to update their General Plan within the vicinity of Cabazon. Since then, the County has circulated the draft Cabazon Community Plan (CCP) for environmental review and comment. The proposed CCP shares significant geographical overlap with the Cabazon Conservation Area, a critical corridor for fluvial sand transport that has traditionally been maintained through land use policy and regulation. This approach has been sufficient for the levels of land use intensity currently in effect, but the CCP drastically upzones land within both the Cabazon Conservation Area generally and the fluvial sand transport corridor specifically. Where the existing land use plan allows for one acre of non-residential development and 1,218 dwelling units within the fluvial sand transport corridor, the proposed CCP would allow for up to 361 acres of non-residential development and 5,018 dwelling units.

The CCP has not yet been formally adopted, and CVCC staff is coordinating with County staff to ensure that its planning efforts are consistent with the requirements of the CVMSHCP. Nonetheless, the significant increase in development intensity within the fluvial sand transport corridor reinforces CVCC staff's concern that the current approach of maintaining fluvial sand transport capacity through land use policy and regulation may prove insufficient in the face of increasingly strong development pressure, and that acquisition may need to be considered should the proposed CCP, or a similar land use plan, come to pass. However, given that the CCP is still

[1] Local permittees include the Cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage, and the County of Riverside.

under review and has not yet been put into place, CVCC staff is not recommending the including the acquisition of property within fluvial sand transport corridors at this time.

DVBA also raised questions about the validity of the draft nexus report's land valuation. The project team's approach to identifying the total cost of Reserve System assembly made full use of CVCC's 18 years of property transactions, utilizing the actual purchase price as the primary model input.. The vast majority of property acquired by CVCC is purchased at "fair market value," which takes into account the highest and best use of a property given its topographical characteristics, zoning designation, and other considerations. To arrive at a generalized cost per acre for use in the 2026 LDMF nexus update, the project team analyzed almost 250 CVCC transactions, accounting for over 580 individual parcels, and further included in their analysis the purchase price of comparable properties taken from appraisals conducted within the last five years. For those Conservation Areas where CVCC has not conducted sufficient transactions to meaningfully analyze, supplemental data from the Riverside County Assessor's Office and private data sources was used. A full detailing of the land valuation methodology can be found in Appendix A of the final 2026 LDMF Nexus Study report. CVCC staff is confident that the methods used are analytically sound and the results accurate.

The DVBA also questioned the appropriateness of increasing the impact fee in response to lower levels of development. CVCC staff would note that a primary driver of any development impact fee is the projected level of development. As mentioned above, the rate of development within the CVMSHCP area has been lower than anticipated. However, the local permittees' obligation to assemble the Reserve System under the CVMSHCP's permits exists independent of the rate of development. That is, the local permittees must conserve 100,800 acres regardless of the level of development taking place within the Coachella Valley. This obligation can only be revised through a major amendment to the CVMSHCP. However, The CVMSHCP does acknowledge that the pace of acquisition is tied to the pace of development through the concept of "rough proportionality," which dictates that, at any given time, the proportion of conservation required under the CVMSHCP be more or less equal to the proportion of development authorized by the CVMSHCP. (Rough proportionality is discussed further below.)

The costs of implementing the CVMSHCP attributable to the LDMF must be distributed across the development incurring the impact, regardless of whether that development is 50,000 acres or 150,000 acres. The most immediate means of distributing these costs is to adjust the acquisition period such that the mitigation fee is assessed on a larger number of acres, which is consistent with the approach the project team has taken here in analyzing an extension of the acquisition period to 75 years.

USFWS Comments

Early conversations with both USFWS and CDFW (collectively, Wildlife Agencies) indicated that extending the acquisition period to 75 years would not be supported. A 60-year acquisition scenario was therefore added to the analysis. The resulting fee schedule is depicted in Table 3.

Table 3: Fee schedule under the 60-year acquisition period. Note the change in fees starting in year 61.

	No FST[1]		*FST*	
Fee Category	Years 17-60	Years 61-75	Years 17-60	Years 61-75
Commercial/Industrial (ac)	$16,084	$6,598	$17,058	$6,598
Residential (du/ac)				
0-8	$2,884	$1,183	$3,059	$1,183
8.1-14.0	$1,632	$669	$1,731	$669
>14.0	$644	$264	$683	$264

[1]Fluvial sand transport

USFWS's comments centered around concerns that extending the acquisition period may result in conflicts at the end of the CVMSHCP permit terms, including challenges in meeting Conservation Objectives and adequately funding the endowment. Additional concerns included utilizing LDMF as the primary funding source for CVMSHCP implementation without further exploration of other funding sources, and that USFWS has not been adequately consulted in determining an overall funding strategy. Given their concerns, the USFWS does not support moving forward with any changes to the existing funding sources or land acquisition time frame.

The LDMF analysis necessarily assumes that Reserve System assembly will be complete in whichever land acquisition scenario is currently under analysis. The total cost to complete Reserve System assembly is a foundational input of the analysis; there is therefore no scenario in which the Conservation Objectives pertaining to Reserve System assembly are not met. As discussed above, the primary distinction among the various scenarios is over how many acres of development the fixed costs of completing the required acquisitions can be spread. Fees are higher in the 45-year acquisition scenario compared to, for example, the 75-year scenario because land acquisition costs are distributed across fewer acres given the projected rate of developed acres per year. However, in both cases the fee is calculated to cover the entire costs of land acquisition over the course of the CVMSHCP permit term.

Similarly, the 2026 LDMF nexus study (as well as the current nexus study from 2011) was calculated to ensure the endowment was adequately funded to support perpetual conservation at the end of the permit term. While inflation and interest rates are always in flux, the 2026 analysis has carried forward the rates assumed in the 2008 original CMVSCHP planning documents and the 2011 nexus study to determine what proportion of annual LDMF revenues must be invested to ensure the endowment is completely funded. Whereas the 2011 LDMF nexus study did not allow for the contribution of fee revenues to the endowment until the land acquisition period was complete in year 46, the updated 2026 LDMF nexus study allocates portions of revenues generated to the endowment as soon as it is adopted, allowing for the corpus to grow over the span of 58 years rather than the 30 years accounted for in the 2011 nexus.

CVCC staff would note that taking no action, as requested by the USFWS, would guarantee that the CVMSHCP would fail to meet its Conservation Objectives and endowment funding requirements, contrary to what staff assumes is USFWS's intent. As described above, development within the CVMSHCP area is proceeding at 30% of the rate projected, meaning that CVCC is not generating 70% of the revenue it anticipated to support CVMSHCP implementation actions. Immediate revisions to the fee are necessary to, at a minimum, account for the slower pace of development, regardless of which acquisition scenario is ultimately advanced.

Finally, CVCC staff concur with USFWS's comments regarding the need to explore additional funding sources, an initial exploration of which is provided below, but would note that the CVMSHCP's funding sources and budget are evaluated regularly by the Reserve Management Oversight Committee, on which USFWS staff sit.

CDFW Comments

CDFW's comment letter echoes many of the concerns identified by the USFWS, although stops short of opposing the 2026 LDMF Nexus Study update. Instead, CDFW is requesting additional information. CDFW further raises concerns with rough proportionality and the process by which any change to the acquisition period would be memorialized.

CVCC staff would reiterate that each modeled scenario presumes funding sufficient to complete the CVMSHCP obligation: Reserve System assembly would be completed by years 45, 60, or 75, depending on the scenario; the endowment is projected to be funded by year 75 in all scenarios; and funding sufficient to complete annual land management and biomonitoring tasks through year 75 is collected.

As defined by the CVMSHCP, rough proportionality refers to the expectation that the pace of development and the pace of conservation need to proceed at similar rates. The CVMSHCP originally assumed that development would be the driving force, with an assumed 1,370 acres of development occurring per year, and therefore included a number of mechanisms to boost the rate of conservation (or, conversely, slow the rate of development), should rough proportionality not be met. In reality, development has been proceeding much slower than anticipated, with only 500 acres developed on average over the last five years, and even less if all 18 years of CVMSHCP implementation are taken into account. To wit, about 5,800 acres have been developed since 2008, accounting for only 6% of the total acreage expected[2]. Conversely, local permittees have conserved just over 19,000 acres of their 100,800-acre obligation, or about 20% of their total obligation. This information was provided to the Wildlife Agencies at a workshop with CVCC staff on July 1, 2026.

Rough proportionality is synonymous with the essential nexus that must be demonstrated for any development impact fee, including the LDMF, although there is some tension between the two. As mentioned above, the local permittees' obligation towards Reserve System assembly is fixed: 100,800 acres must be conserved, but the need to conserve those acres is driven by development. The means of conserving the majority of the conservation land is through acquisition funded through a development impact fee. Development impact fees require an essential nexus between the level of impact and the mitigation imposed. The wider the gap between the relative progress of conservation and relative progress of development, the more tenuous that essential nexus becomes. If conservation acquisition too drastically exceeds development, then the nexus may rupture entirely and the LDMF cannot be assessed, jeopardizing the local permittees' ability to meet their Conservation Objectives. The only means (outside a major amendment to the CVMSHCP) to address that tension is through adjusting the acquisition period.

Certain requests for information by CDFW will require further analysis and historical research beyond the scope of this staff report. Nonetheless, CVCC staff will continue to coordinate with the Wildlife Agencies to provide the desired information. Pending adoption and implementation of the 2026 LDMF Nexus Study, CVCC staff is amenable to initiating a minor amendment to memorialize whichever scenario is advanced.

Other Funding Mechanisms

Whenever an increase in the LDMF has been considered, it is inevitable that Commissioners may inquire about what other funding mechanisms are possible. The CVMSHCP identifies a non-exhaustive list of additional funding sources that could be implemented. Staff is providing a brief summary on them here, although each have their limitations and challenges.

The first measure identified is an increase in the amount charged per ton on waste disposed in landfills within the Coachella Valley. These tipping fees are administered by local and regional waste management agencies and remitted periodically to CVCC. During the current budget year, tipping fees are projected to account for $400,000 in revenue, and have been incorporated into the 2026 LDMF Nexus Study findings. While renegotiating these fees may be possible, the per-ton fee would require a significant increase to meaningfully offset the expenses attributable to land management and biomonitoring from the LDMF.

Another approach identified by the CVMSHCP is the creation of a special assessment district, including a habitat maintenance district, community facilities district, or other special assessment district. Formation of such a district would require geographic delineation of the parcels to be

[2] The CVMSHCP identifies a range of potential acres of development that may be impacted, ranging from 152,000 acres subject to development, to 102,750 acres likely to be developed based on pre-2008 historical trends, to 68,500 acres that would be subject to the LDMF as of 2008. CVCC staff have here quantified the proportion of development in relation to the acres likely to be developed based on pre-2008 historical trends.

included within the district, the determination of the funded activities and their specific benefit to the assessed parcels, and constituency approval by those affected. In the case of a habitat maintenance district, approval requires a simple majority; a community facilities district requires a two-thirds majority. Assuming a district could be formed, the assessment levied could be applied to a variety of actions intended to support the maintenance of the Reserve System, including remediation of dumpsites and encampments as well as supporting enforcement actions. While the revenues generated by a special assessment district could be substantial, and would likely alleviate some of the funding burden on the LDMF, this approach would take multiple years to set up, and its ultimate passage is uncertain.

The final mechanism identified by the CVMSHCP is the expansion of an existing sales tax or the levying of a new parcel tax. Similar to the creation of a special assessment district, both of these options are subject to voter approval, with the relevant threshold presently determined by the immediate sponsor of the assessment, although a pending proposition on the November 2026 ballot may revise state law to require a two-thirds voter approval to enact any new tax. Regardless, this approach is also a long-term solution whose outcome remains uncertain.

Staff would note that the above listed options are intended to support Reserve System management, biomonitoring, and to supplement expenditures from the endowment for those activities. Reserve System assembly has always been contemplated as being funded through fees on new development, both private and public. While the above approaches will reduce the overall funding burden on the LDMF, they do not address the fundamental question of rough proportionality and the timing of Reserve System assembly. Nonetheless, further exploration may be warranted, but staff do not recommend tabling the current update to the LDMF while these, and potentially other, mechanisms are further explored.

Recommended Action

CVCC staff provided a summary of the nexus study findings to the CVCC Finance Committee when it met on August 27, 2026. Committee members supported an extension to the acquisition period of 15 years (from the current 45 years),. Furthermore, the Committee supported staff's recommendation to not include the fluvial sand transport acquisition scenario at this point. In the event that the proposed CCP, or a similar land use plan, is adopted by the County, CVCC staff can bring back for consideration the 60-year acquisition period with fluvial sand transport acquisition scenario.

Staff is now recommending the Commission adopt the 2026 LDMF Nexus Study and the findings therein. The recommended actions would also provide additional funding to EPS to finalize the study. Staff further recommends the approval of the updated model ordinance and resolution implementing the LDMF schedule reflecting the 60-year acquisition period with no acquisition of property within fluvial sand transport corridors.

The most significant update to the model ordinance is the offloading of fee calculation methodology and other technical directions to an in-process LDMF Handbook. Similar to the Coachella Valley Association of Governments' (CVAG) Transportation Uniform Mitigation Fee (TUMF) Handbook, the LDMF Handbook will provide detailed descriptions on how to calculate any given development project's LDMF obligation, including how to measure area of disturbance, how to determine dwelling unit density, when exemptions or credits may be granted, and how to file an appeal. Pending adoption of the 2026 LDMF Nexus Study, the LDMF Handbook will be circulated to local permittee staff for feedback before being brought back to CVCC for adoption at their November meeting.

The updated model ordinance revises how the administrative fee can be assessed by local permittees. Currently, 1% of the total revenue collected may be retained by the local permittee to cover costs associated with collecting the LDMF, with the remaining 99% remitted to CVCC for CVMSHCP implementation. Under the new ordinance, local permittees would remit the full 100% of the collected LDMF to CVCC; any additional administrative charge would be on top of the required LDMF, and would be at the discretion of the local permittee. This approach is in keeping with CVAG's TUMF program.

The yearly "automatic" inflationary adjustment has been retained, and allows the LDMF to be adjusted pursuant to fluctuations in the regional Consumer Price Index (CPI) as maintained by the federal Bureau of Labor Statistics. This mechanism has garnered support from local permittee staff due to the ease with which inflationary adjustments can be implemented, as well as from the DVBA for accommodating more frequent, smaller fee increases as compared against rare but substantial fee increases.

Fiscal Analysis: The proposed fee schedule is projected to generate approximately $8,042,000 annually in support of CVMSHCP implementation activities. Over the course of its implementation, it is expected to generate $403,338,840. These values are in real 2026 dollars; the proposed CPI adjustment will ensure that revenues generated by LDMF keep pace with inflation.

Staff is recommending approval of Amendment No. 3 to the current EPS professional services contract, adding $25,000, inclusive of $10,000 in contingency funding should additional analysis be needed, for a final not-to-exceed amount of $199.850. The addition of a third financial modelling scenario, subsequent revisions to the body of the report, and additional support provided to CVCC in responding to stakeholder comments have incurred unexpected costs. The contract has previously been amended twice and is currently set to expire December 31, 2026.

Attachments:
1. 2026 LDMF Nexus Study report
2. Model Ordinance in support of the 2026 LDMF Nexus Study
3. Model Resolution in support of the revised fee schedule
4. DVBA comment letter dated August 7. 2026
5. USFWS comment letter dated August 19, 2026
6. CDFW comment letter dated August 19, 2026
7. Amendment No. 3 with EPS

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

COACHELLA VALLEY MSHCP: UPDATED 2026 NEXUS STUDY

REPORT

Prepared for:
Coachella Valley Conservation Commission

Prepared by:
Economic & Planning Systems, Inc.

August 31, 2026

EPS #254039

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Executive Summary

This 2026 Nexus Study provides the technical analysis and justification for changes to the Local Development Mitigation Fee (LDMF) schedule that applies to Local Permittees[1] in the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP or Plan), and is administered by the Coachella Valley Conservation Commission (CVCC).[2] While the LDMF schedule has been adjusted annually based on an inflation index, comprehensive reviews and updates to fee programs are required periodically to review the fee programs and to support adjustments if necessary. The last LDMF Nexus Study was adopted in 2011 and recent changes to State law now require nexus study updates at least every eight years.

This Nexus Study establishes the required changes in the LDMF schedule to ensure adequate funding of the obligations of the Local Permittees under the CVMSHCP and the associated state and federal permits and Implementing Agreement. These changes will support the continued implementation of the Plan and the associated streamlining of covered species incidental take permitting for new development in the Coachella Valley provided under the CVMSHCP.

This Nexus Study is consistent with the requirements of California Government Code 66000 et seq. (the Mitigation Fee Act) that requires specific findings (as well as administration and implementation procedures) for "any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency". This includes recent adjustments to the Mitigation Fee Act through AB 602 (2021-2022 Regular Session). It is also consistent with the U.S. Supreme Court's "Nollan/Dolan tests" concerning "essential nexus" and "rough proportionality," as emphasized in the recent US Supreme Court case *Sheetz vs. County of El Dorado* (2024) 601 U.S. 267, 280.

LDMF Scenarios

This Nexus Study provides an updated LDMF schedule for two scenarios. These scenarios reflect adjustments in the land acquisition time frame as well as the potential for supporting Fluvial Sand Transport (FST) conservation needs through additional land acquisition.

[1] Permittees include Coachella Valley Conservation Commission, Coachella Valley Association of Governments, the County of Riverside (including County Flood Control District, County Parks and Open Space District, and County Waste Resources), the Cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage, Coachella Valley Water District, Imperial Irrigation District, Mission Springs Water District, Coachella Valley Mountains Conservancy, Caltrans, and California State Parks. Local Permittees are the non-State entities.

[2] Terms not otherwise defined in this Nexus Study share the same definition as found in the Plan documents available at https://cvmshcp.org/plan-documents/.

In the 2011 Nexus Study, the time frame for land acquisition was extended from Year 30 to Year 45 of the permit term due to a lower-than-forecast pace of development and the loss of expected revenues from the Eagle Mountain Environmental Trust Fund. The 2011 LDMF was then calculated assuming all land acquisition would occur by Year 45 of the permit term (2053) followed by a period of lower fees. This updated Nexus Study initially analyzed this same assumption which left about 29 years for land acquisition completion. At its May 14th, 2026 meeting, the CVCC Finance Committee noted that the continued application of this approach: (1) required a high pace of land acquisition that was well beyond the Plan requirements for “rough proportionality”; and (2) resulted in a significant and impractical increase in fee levels.

The CVCC Finance Committee recommended an extension to the land acquisition schedule. Subsequent discussion with the Wildlife Agencies (inclusive of the California Department of Fish and Wildlife and the United States Fish and Wildlife Service) identified a need to maintain a “buffer period” between the end of the acquisition period and the end of the permit term to reconcile any unforeseen funding shortfalls or land use conflicts. The land acquisition schedule was therefore extended by 15 years, projecting completion of land acquisition by Year 60 of the permit term. This moderates the fee increase required while still adhering to the “rough proportionality” requirements. Maintaining an extension period of 15 years is also in keeping with the precedent set by the 2011 Nexus Study.

In the 2011 Nexus Study, the LDMF assumed that the Plan requirements for the conservation of 7,800 acres of FST lands would occur entirely through Local Permittee land use regulation. This FST land is spread across three Conservation Areas, including Cabazon, West Deception Canyon, and Long Canyon. This Nexus Study considers an additional scenario whereby, in addition to the extension of the land acquisition time frame, a portion of the FST lands would be directly acquired. This increases the amount of direct land acquisition by the CVCC. It is proposed as a response to potential land use plans that indicate much higher levels of development intensity in these FST corridors than originally anticipated under the land use regulation envisioned by the CVMSHCP.

In summary, this Nexus Study determines the required LDMF schedule under two scenarios:

- **60-Year Acquisition Scenario**. Under this scenario, Plan land acquisition obligations are met by Year 60 of the permit term, a 15-year extension. This provides 44 years (from the start of 2025 through the end of 208) for land acquisition. As detailed in this study, this requires an average annual direct CVCC acquisition of about 1,694 acres annually. This level of acquisition is more viable than the 2,570 acres of annual acquisition required under the current land acquisition time frame.

- **60-Year Acquisition plus FST Scenario.** Under this scenario, in addition to extending the land acquisition schedule to Year 60 of the permit term, additional land is acquired. An additional 2,377 acres of FST land would be directly acquired through Local Permittee LDMF funding. This represents about 30 percent of the 7,800-acre FST Local Permittee conservation obligation. This includes all land in FST parcels of over 10 acres, selected due to their lower average acquisition cost than smaller FST parcels. This additional land acquisition increases the average annual direct CVCC acquisition by about 54 acres to 1,748 acres annually.

Updated LDMF Schedules

Table ES-1 shows the results of this updated Nexus Study: the required updated LDMF schedules under the "60-Year Acquisition" and "60-Year Acquisition plus FST scenario". These updated schedules are shown alongside the existing CVCC LDMF.

Similar to the 2011 Nexus Study, the fee level is first estimated on a per gross acre basis and then, for residential uses, is converted into a per unit fee for three different residential density categories. As discussed later in the report, the assumed densities by residential category were adjusted based on recent CVCC data on fee-paying residential development. This results in different percent increases in per unit fees relative to the underlying per gross acre fees. Because the residential fees are based on the overall per gross acre fee and then converted to per residential unit fees based on development intensity/density, this fee structure is still considered appropriate and proportional for habitat mitigation fees under AB 602.

Table ES-1 shows the required increase in LDMF under the two scenarios. It also shows the significant reduction in LDMF at the end of land acquisition period when annual implementation costs will decrease significantly. Key results for the LDMF schedules by scenario include:

- **60-Year Acquisition Scenario**. Under this scenario, the required LDMF fee in 2026 dollars is **$16,084 per acre**. This represents a per acre fee increase of about 111 percent compared to the current fee level. Per unit fee increases range from 68 percent to 128 percent based on the latest CVCC data on development densities. For example, the per unit fee on low density residential development increases from $1,720 to $2,884 per unit. After the 60-year acquisition period is over, the LDMF decreases to about $6,600 per acre (in 2026 dollar terms), below the current LDMF level.

- **60-Year Acquisition plus FST Scenario.** Under this scenario, the required LDMF fee in 2026 dollars is **$17,058 per acre**. This represents a per acre fee increase of about 123 percent compared to the current fee level. Per unit fee increases range from 78 percent to 142 percent based on the latest CVCC data on development densities. For example, the per unit fee on low density residential development increases from $1,720 to $3,059 per unit. After the 60-year acquisition period is over, the LDMF decreases to about $6,600 per acre (in 2026 dollar terms), below the current LDMF level.

Table ES-1 Updated LDMF Schedules

Fee Category	Current Rate [1]	Updated LDMF Fee Years 17-60	Years 61-75	% Initial Increase
60-Yr Acquisition Scenario				
Commercial/Industrial (LDMF/acre)	$7,635	$16,084	$6,598	111%
Residential (LDMF/unit) [2]				
Low-Density *(0-8 units per acre)*	$1,720	$2,884	$1,183	68%
Medium-Density *(8.1–14 units per acre)*	$715	$1,632	$669	128%
High Density *(14+ units per acre)*	$315	$644	$264	105%
60-Yr Acquisition plus FST Scenario				
Commercial/Industrial (LDMF/acre)	$7,635	$17,058	$6,598	123%
Residential (LDMF/unit) [2]				
Low-Density *(0-8 units per acre)*	$1,720	$3,059	$1,183	78%
Medium-Density *(8.1–14 units per acre)*	$715	$1,731	$669	142%
High Density *(14+ units per acre)*	$315	$683	$264	117%

[1] Rate starting July 1, 2025.
[2] The densities used to calculate the residential LDMF is based on CVCC residential development data. The calculation is detailed further in Chapter 4.

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

The detailed analysis that underpins these LDMF updates is provided in the study chapters below. There are several important factors that have changed since 2011, but the most significant driver of the upward shift in fees is the significantly slower average pace of development in the Coachella Valley than was forecast in

2011. This slower pace of development directly requires an increase in the fee level to ensure fee revenues can cover the annual implementation costs associated with the Plan.

Organization of Study

Following this executive summary, **Chapter 1** provides background information on the CVMSHCP, the Local Permittee obligations, the original funding plan, and the 2011 Nexus Study. **Chapters 2** through **4** (and **Appendix A**) provide the data and technical analysis that underpin the calculation of the updated LDMF and Mitigation Fee Act nexus findings. **Chapter 5** provides the nexus findings and additional information required under the Mitigation Fee Act to establish the updated fees.

Appendix A: Land Valuation provides detailed information on the data and methodology used to update the land acquisition costs that provide critical inputs into the derivation of the CVMSHCP implementation costs. **Appendix B: Capital Improvement Plan** provides the Fee Program Capital Improvement Plan that summarizes the planned investments and must be adopted in conjunction with the Nexus Study.

1. Background

This Chapter summarizes key components of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP or Plan), the Plan's Cost and Funding Chapter, and the 2011 Nexus Study that outlines the current approach to Plan funding and the calculations behind the existing Local Development Mitigation Fee (LDMF). It provides context and reference points for the 2026 Nexus Study. The original documents should be consulted for full detail and specificity.

Plan Overview

The Plan, originally adopted in 2008, is a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP) focusing on the conservation of species and their associated habitats in the Coachella Valley in Riverside County. The Plan was developed in response to the need to facilitate future growth opportunities in the Coachella Valley while addressing the requirements of the State Natural Community Conservation Planning Act and federal Endangered Species Act.

The Plan serves as an HCP pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act of 1973 (ESA) as well as a NCCP under the Natural Community Conservation Planning Act of 2001. The CVMSHCP thereby streamlines these environmental permitting processes by allowing the permitted agencies to authorize "incidental take" of plant and wildlife species identified within the Plan Area. At the same time, Plan implementation provides a coordinated set of conservation and implementation activities to preserve biological diversity and maintain the region's quality of life. It should be noted that the entirety of conservation actions required by the CVMSHCP are driven by new development, and that, absent new development, the incidental take authorized by the Plan's permits would not be necessary. The required actions are designed to conserve additional habitat in order to offset the development impacts to existing habitat; without development, there would be no need to acquire and protect additional habitat.

Specifically, development removes habitat at the project site, which must then be mitigated by permanently conserving habitat elsewhere. Once additional habitat is acquired, perpetual management obligations are incurred to ensure the long-term efficacy of the mitigation. These management obligations did not previously exist and are incurred as a result of development.

The Plan and the associated 2008 Implementing Agreement identify the conservation actions and other responsibilities of each CVMSHCP Permittee required to meet the terms of the governing permits and to receive the benefits from its regulatory streamlining. Consistent with Section 10 of the federal ESA, one of the key requirements of the CVMSHCP, Implementing Agreement, and permits is the provision of adequate funding by Local Permittees to the Coachella Valley Conservation Commission (CVCC)[3], who function as the Implementing Entity, to successfully undertake and implement the required Local Permittee responsibilities identified in the CVMSHCP.

The primary obligation of all permittees under the CVMSHCP, including the Local Permittees, is the creation of a Reserve System designed to provide permanent, high-quality habitat in sufficient acreages for self-sustaining populations of the species covered by the Plan. In order to ensure the effectiveness of the Reserve System, all permittees are further obligated to provide for ongoing land management and biomonitoring activities designed to track population health, identify stressors, and institute treatments as necessary.

Within the context of landscape-scale conservation, land protection, biomonitoring, and land management are interdependent, forming a "three-legged stool" where the absence of any one component can jeopardize the integrity of the whole effort. To adequately offset the incidental take authorized by the CVMSHCP permits, each of these three activities must be provided for at landscape, natural community, and species scales. Compliance with the state and federal permits requires land acquisition and protection (CVMSHCP Section 4.0), Conservation Area and Covered Species-specific Conservation Objectives (CVMSHCP Sections 4.3 and 9.2, respectively) and long-term monitoring, management, and Adaptive Management activities (CVMSHCP Section 8.0).

The Plan's overall conservation strategy requires:

1. Protection, restoration, and long-term management of sustainable populations within the Reserve System while maintaining the ecological integrity of large habitat blocks, ecosystem function, and biological diversity.
2. Protecting representative habitats across the range of environmental conditions occupied by each species to accommodate future shifts in species distributions.
3. Providing for population fluctuation, which may include spatial shifts through time as a result of responses to local environmental conditions. Providing additional opportunities for dispersal and resultant genetic and demographic exchange among populations, which fosters genetic diversity.
4. Protecting Essential Ecological Processes that sustain Core Habitat and Other Conserved Habitat areas. Essential Ecological Processes include sand source

[3] CVCC is a Joint Powers Authority established in 2006 to implement the CVMSHCP.

areas and sand transport systems, hydrological systems, watershed features, and flooding regimes.

5. Maintaining Biological Corridors and Linkages among Core Habitat areas to sustain the effective movement and interchange of organisms between Habitat areas inside and outside the Plan Area.

Long-term implementation and compliance is supported through comprehensive biological monitoring and adaptive management programs designed to evaluate species and community trends, improve habitat quality, and promote long-term population viability. Management actions include identifying compatible activities within Conservation Areas while minimizing impacts to species, habitats, and ecological functions. The strategy also addresses major threats such as habitat fragmentation, invasive plant and animal species, off-highway vehicle use, and edge effects through ongoing management and enforcement actions (CVMSHCP Sections 4.0, 4.3, 8.0, 9.0–9.2, and Appendix I, Section 3.6).

The Plan permit term was set at 75 years (2008 – 2083), which was the expected length of time required to fully fund Plan implementation. The acquisition component of Reserve System Assembly was forecast to occur in the first 30 years of the permit term. However, it was acknowledged that the rate at which land in the Conservation Areas is acquired will depend on the availability of funds and development patterns. Essential nexus and rough proportionality between conservation needs and development impacts must be maintained over time. The Plan requires long-term management and monitoring of the Reserve System beyond the permit term. To ensure funding for these post-permit obligations, an endowment was established and needs to be funded incrementally during the permit term. By the end of the permit term, the endowment is intended to generate sufficient investment income to fully fund estimated post-permit management and monitoring costs. Fully funding these costs was projected to require 75 years.

The CVMSHCP Reserve System is assembled through conservation of lands from within 21 Conservation Areas. Some take authorization in the Conservation Areas is provided under the Plan so the actual CVMSHCP Reserve System will be somewhat smaller than the total acres in the Conservation Areas. As noted in the Plan, “when assembled, the Reserve System will provide for the Conservation of the Covered Species in the Plan Area”.

MSHCP Funding Plan

Consistent with federal and State requirements, the Plan includes a section outlining the funding strategy: CVMSHCP Section 5.0 entitled the "Costs of and Funding for Plan Implementation". The funding chapter estimated the projected costs of Local Permittee land acquisition, land management and biomonitoring, and endowment development obligations and planned fundings sources.

Excluding endowment costs, implementation costs were estimated at about $1.17 billion, in nominal dollar terms (i.e., including inflation projected at 3.29 percent annually), with about $675 million in land acquisition-related costs (including transaction, administrative support and land improvement costs) and about $495 million in costs related to land management and biomonitoring costs. In constant 2008 dollar terms, the direct land acquisition cost was estimated at about $301 million ($3,560 per acre) and annual land management, biomonitoring, and adaptive management costs at over $1.8 million.

Multiple funding sources were identified to cover these costs, including but not limited to, in nominal dollars, about $516 million from LDMF, $228 million from tipping fees allocated to the Conservation Trust Fund, $247 million from anticipated tipping fees generated by the proposed Eagle Mountain Landfill, and about $90 million from regional infrastructure projects.

The Plan developed an LDMF fee structure that included four categories: (1) residential with a density between 0 and 8.0 dwelling units per acre, (2) residential with a density between 8.1 and 14.0 dwelling units per acre, (3) residential with a density greater than 14.0 dwelling units per acre, and (4) non-residential. Since denser housing is associated with less ground disturbance per dwelling unit, and thus a more minimal impact to habitat per dwelling unit, the LDMF was intended to scale fees downward as housing unit density increased. The non-residential fee was to be applied on a per gross acre basis. An average of 1,370 acres of development each year was assumed to generate LDMF revenues.

The Plan also included the development of a substantial endowment fund to cover the on-going post-permit costs. Funding for the endowment was primarily envisioned to come from interest revenues on endowment balances over the 75-year permit term. The overall endowment funding was set to ensure the real interest rate on the endowment would generate sufficient real interest revenues (over-and-above inflation) to fund the ongoing post-permit costs in perpetuity. Key assumptions, based on historical rates, included a nominal dollar annual interest rate of 5.73 percent and an annual inflation rate at 3.29 percent, which equate to a real interest rate of 2.44 percent.

The funding strategy included the possibility for the issuance of revenue bonds and other potential funding sources to provide “the necessary funding for acquisition and establishment of the endowment in advance of the collection of all the revenue needed for those purposes.” The Plan also noted that if funding deficiencies arose, the Permittees and the Wildlife Agencies would develop strategies to address any additional funding needs consistent with the terms and conditions of the Plan.

2011 Nexus Study

The CVCC commissioned the development of the 2011 Local Development Mitigation Fee Nexus Study in the wake of a number of changes to the development landscape after the “Great Recession” from 2007-2009. This nexus study provided a comprehensive update to Plan implementation costs and non-fee funding sources and estimated the required LDMF schedule to cover the remaining Local Permittee implementation costs. This included a detailed study of land values by Conservation Area.

Some of the key updates/changes incorporated into the 2011 Nexus Study included:

- An extension of the expected land acquisition schedule by 15 years to Year 45 of the permit term.
- The removal of the Eagle Mountain Landfill as a funding source.
- An increase in the average annual development to about 1,500 acre annually, without the addition of Desert Hot Springs as a Local Permittee, and 1,635 acres annually with it.
- A land acquisition strategy that prioritized conservation of land along the wildland-urban interface, which is generally more developable and therefore more expensive.
- An average land cost per acre of $3,400 (2010 constant dollars).
- Continued use of the same interest rate assumptions for endowment development as originally contemplated by the Plan.
- Allocation of LDMF revenues to land acquisition, land management and biomonitoring activities, and the endowment fund.

The Nexus Study detailed the calculation of the LDMF schedule and provided the necessary findings and documentation under the Mitigation Fee Act for fee updates. The LDMF retained the same structure as the original fee with a gross per acre fee applying to commercial/industrial development and the conversion of this per acre fee into three per unit fees by residential category.

2. Implementation Costs

This chapter provides estimates of the total funding required to implement the Local Permittee Plan responsibilities through the end of the permit term. All estimates are in 2026 dollar terms (i.e., do not incorporate future inflationary effects). As described in **Chapter 3**, a portion of these Local Permittee implementation costs are expected to be offset by non-fee funding sources and existing reserves.

Overall implementation costs include three primary cost categories necessary to achieve the conservation strategy of protecting, enhancing, and restoring habitat for species covered under the CVMSHCP:

- **Land Costs**. Direct acquisition of a specified number of acres of land across multiple Plan Conservation Areas (after accounting for planned Local Permittee land dedications and use of land use regulation) in order to establish the Reserve System required by the CVMSHCP permits. The land cost categories also include the transaction costs associated with land acquisitions (i.e. escrow and appraisal costs) as well as land improvement costs and land acquisition staffing. The Reserve System is intended as a permanent refugia supporting covered species in perpetuity.

- **Land Management and Biomonitoring.** The full costs of Reserve System land management and biomonitoring to ensure perpetual high-quality habitat that maintains healthy populations of covered species to offset the incidental take authorized through the CVMSHCP permits for new development. In order to fully mitigate the impact of new development, habitat added to the Reserve System must be managed and monitored, which creates additional costs to CVCC. Each acre of habitat added to the Reserve System expands the extent of those obligations, along with the corresponding cost. This includes CVCC direct costs, the Coachella Valley Association of Government's (CVAG) administrative contract providing staff to CVCC[4], and a range of contractor costs (e.g. biomonitoring contracts, law enforcement contracts, Peninsular bighorn sheep (PBS) fencing contracts). To fully mitigate the impact of new development, new development must pay for the increased costs of land management and biomonitoring associated with the expanding Reserve System.

- **Endowment**. The development of an endowment to fund the continued land management and biomonitoring obligations of the Reserve System, where obligations increase as habitat is conserved to offset impacts from new

[4] All staffing for CVCC is provided through CVAG's administrative contract. Subsequent references to staff refer to CVAG staff provided under this contract.

development. The endowment is intended to support these ongoing efforts into the future beyond the end of the permit term and is designed to meet the local permittee's obligation to ensure effective mitigation of the incidental take authorized by the CVMSHCP permits after the 75-year permit term.

As part of its compliance with AB 602, costs and funding allocations under the current 45-year acquisition period established by the 2011 Nexus Study were initially evaluated to determine whether its assumptions were still valid. This assessment determined that both the rate of development and the rate of acquisition were proceeding more slowly than anticipated, but that Reserve System assembly was still outpacing new development. Nonetheless, the rates of development and acquisition could not sustain the goals set by the 45-year acquisition period absent a substantial increase in fee rates and major increase of willing sellers.

These findings were presented to the CVCC Finance Committee at its May 14th, 2026 meeting, who noted that the continued use of the 45-year land acquisition schedule required a high pace of land acquisition that was well beyond the Plan requirements for rough proportionality[5] and further resulted in a significant and impractical increase in fee levels. As a result, it suggested an extension to the land acquisition period. Subsequent discussion with the Wildlife Agencies identified a need to maintain a "buffer period" between the end of the acquisition period and the end of the permit term to reconcile any unforeseen funding shortfalls or land use conflicts. The land acquisition schedule was therefore extended by 15 years, projecting completion of land acquisition by Year 60 of the permit term.

This Nexus Study and associated cost estimates focus on two scenarios. Both scenarios include an extension in the land acquisition time frame to 2068 (Year 60). One of the scenarios also includes additional support of Fluvial Sand Transport (FST) conservation needs through additional land acquisition.

In summary, this Nexus Study focusses on two scenarios:

- **60-Year Acquisition Scenario**. Plan land acquisition obligations are met by Year 60 of the permit term, a 15 year extension to the current timeline. This provides 44 years (from the start of 2025 through the end of 2068) for land acquisition. This requires an average annual direct CVCC acquisition of about 1,694 acres annually. This level of acquisition is more viable than the 2,570

[5] Within the context of the CVMSHCP, rough proportionality refers to the requirement that the rate of development and rate of conservation (i.e., Reserve System assembly) should be roughly equal. In the event that development begins to outpace Reserve System assembly, the Local Permittees' ability to allocate Third Party Take may be jeopardized until conservation catches up. By maintaining a rate of conservation that exceeds the rate of development, CVCC ensures the continued availability of Take to all parties, although the rate at which CVCC can assemble the Reserve System will always be closely tied to the rate of development through the LDMF.

acres of annual acquisition required under the current land acquisition time frame.

- **60-Year Acquisition plus FST Scenario.** In addition to extending the land acquisition schedule to Year 60 of the permit term, an additional 2,377 acres of FST land would be directly acquired through Local Permittee LDMF funding. This represents about 30 percent of the 7,700-acre FST Local Permittee conservation obligation. This additional land acquisition increases the average annual direct CVCC acquisition by about 54 acres to 1,748 acres annually.

CVCC is choosing to explore acquisition of FST parcels in response to proposed land use plans that drastically upzone portions of some Conservation Areas[6] that were previously anticipated to see little, if any, development. Due to the presumed minimal development and low quality of the remaining habitat, the CVMSHCP identified that conservation in these FST areas required only the maintenance of fluvial sand transport capacity to be achieved through land use planning and regulation. However, in the event that these more intensive land use plans are adopted and implemented, land use planning and regulation will not be sufficient to maintain fluvial sand transport, and will need to be complemented by supplemental land acquisition. Analyzing the cost implications of purchasing FST parcels at this early juncture is critical to CVCC's ability to rapidly respond to changing development trends.

Overall Plan Implementation Costs

Table 1 provides the estimated aggregate costs of implementing the Plan in 2026 dollar terms for both scenarios. Costs are for the full remainder of the permit term, a period of 59 years from Permit Year 17 to 75, calendar years 2025 to 2083. As shown, total Local Permittee Plan implementation costs sum to about **$546 million** under the 60-year Acquisition scenario and about **$568 million** under the 60-Year Acquisition plus FST scenario.

[6] Conservation Areas with this "fluvial sand transport only" include the Cabazon, Long Canyon, and West Deception Canyon Conservation Areas.

Table 1 Implementation Costs by Scenario

Implementation Cost Category	60-Yr Acquisition Scenario	60-Yr Acquisition plus FST Scenario
Land Costs	$260,102,365	$281,531,710
Land Mgmt. and Biomonitoring	$197,650,000	$197,650,000
Endowment	$88,627,049	$88,627,049
Total	**$546,379,414**	**$567,808,759**
Annual Cost	**$9,260,668**	**$9,623,877**

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

As described in the Land Acquisition Costs section below, adding the FST land acquisitions increases implementation costs by about $21.4 million. **Table 2** displays the distribution of implementation costs over the permit term under both scenarios.

Table 2 Implementation Costs by Scenario Timeline

Cost Category	60-Yr Acquisition Scenario			60-Yr Acquisition plus FST Scenario		
	Years 17-60	Years 61-75	Years 17-75	Years 17-60	Years 61-75	Years 17-75
Land Costs	$258,852,365	$1,250,000	$260,102,365	$280,281,710	$1,250,000	$281,531,710
Land Mgmt. and Biomonitoring	$147,400,000	$50,250,000	$197,650,000	$147,400,000	$50,250,000	$197,650,000
Endowment	$57,186,059	$31,440,990	$88,627,049	$57,186,059	$31,440,990	$88,627,049
Total	**$463,438,424**	**$82,940,990**	**$546,379,414**	**$484,867,769**	**$82,940,990**	**$567,808,759**
Annual Cost	**$10,532,691**	**$5,529,399**	**$9,260,668**	**$11,019,722**	**$5,529,399**	**$9,623,877**

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

As shown in **Table 2**, both scenarios complete all land aquistion efforts by permit Year 60 (over the next 44 years) and then shifts focus toward completing funding for the endowment in the remaining 15 years of the permit term (Years 61-75). The annual implemention cost would be $10.5 million to $11.0 million over the land acquisition period, followed by a reduction to $5.5 million annually for the final 15 years of Plan implementation. The average annual implementation cost over the permit term is $9.3 million to $9.6 million. Without a land acquisition time frame extension, the annual implementation costs and associated required LDMF increases would be significantly higher than with the 15-year schedule extension.

Land Acquisition Requirements and Timeline

The CVMSHCP calls for the assembly of a Reserve System – to be assembled through various sources – that will provide permanent, high quality habitat for covered species to offset any incidental take incurred through development authorized by the Plan's permits. A total of 104,740 acres has been conserved through the end of 2024 among the Plan's 21 Conservation Areas with an additional 105,200 acres to be conserved from January 2025 through full Plan implementation. These totals include acquisition obligations beyond the Local Permittees'.[7]

Table 3 shows the Plan requirements for land acquisition by the three responsible parties, the Local Permittees, State/federal funding sources, and Complementary Conservation[8]. It includes the full land acquisition requirements, the land acquisition progress through the end of 2024, and the remaining Plan land acquisition requirements as of the start of 2025. As shown, 105,200 acres are still to be acquired with 82,223 acres the responsibility of Local Permittees, 10,900 acres the responsibility of State/federal funding sources, and 12,077 acres the responsibility of complementary conservation organizations.[9]

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[7] The 2024 annual report was the latest available at the start of the Nexus Study update process and forms the basis of the calculations. The 2025 annual report has since been published by the CVCC though it is worth noting that minimal change in the technical analysis would occur if updated to include the 2025 data.

[8] Complementary conservation refers to conservation activities funded by conservation partners, most often non-profit organizations. Complementary conservation is not an explicit obligation of the Local Permittees.

[9] Local Permittee acquisition previously prioritized the acquisition of the more expensive and more threatened land on the urban edge. That approach changed recently with a new, broader focus across all Conservation Areas.

Table 3 Land Conservation Requirement (acres)

Item	Total Conservation Required	Conservation through 2024	Net Conservation Required (2025+)
Local Permittees	100,800	18,577	82,223
State/Federal Funding Sources	39,850	28,950	10,900
Complementary Conservation	69,290	57,213	12,077
Total	**209,940**	**104,740**	**105,200**

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Both scenarios assume that 7,700 acres of the Local Permittee land acquisition responsibility will be met through the dedication of existing open space lands by Local Permittees at zero cost.

Table 4 Local Permittee Land Conservation Requirements (acres)

Item	Local Permittee Conservation (2025+)
Total Local Permittee	82,223
(*minus*) Land Dedication [1]	7,700
Total Net LDMF-Funded Land Acquisition w/o FST	**74,523**
FST Land Acquisition [2]	2,377
Total Net LDMF-Funded Land Acquisition w/ FST	**76,900**

[1] Reflects Local Permittee commitment to dedicate this amount of land from existing land ownership

[2] Represents land conservation required to preserve fluvial sand transport functions.

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

As shown in **Table 4**, the remaining direct land acquisition required by Local Permittees through LDMF funding sums to 74,523 acres. If the LDMF funds the acquisition of FST land, an additional 2,377 acres of FST land would be directly acquired through Local Permittee LDMF funding, increasing the new direct acquisition total to 76,900 acres. This includes all land in FST parcels of over 10 acres, selected due to their lower average acquisition cost than smaller FST parcels. While this increases the amount of direct land acquisition by the CVCC, it is proposed as a response to potential land use plans that indicate much higher levels of development intensity in these FST corridors than originally anticipated under the land use regulation envisioned by the CVMSCHP.

Table 5 displays the total land acquisition and the average annual acquisition for both scenarios. The required average annual land acquisition is 1,694 acres under the 60-Year Acquisition Scenario and 54 acres higher, 1,748 acres, under the 60-Year Acquisition plus FST scenario. The annual pace (and associated cost) of land acquisition without an extension in the time frame would be significantly higher, at 2,570 acres annually.

Table 5 Land Acquisition Time Series Scenarios Summary

Cost Category	60-Yr Acquisition Scenario Years 17-75	60-Yr Acquisition Scenario plus FST Years 17-75
Total Acres Acquisition	74,523	76,900
Acquisition Time Period (Years)	44	44
Average Acres Acquisition	1,694	1,748

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Land Acquisition Costs

Table 6 shows the estimated total and annual Local Permittee land acquisition cost responsibilities for the two scenarios. Under the 60-Year Acquisition scenario, during the acquisition period (Year 17 through Year 60), total land acquisition costs are estimated at **$259 million**, an average annual cost of about $5.8 million during the acquisition period. Under the 60-Year Acquisition plus FST scenario, during the acquisition period (Year 17 through Year 60), total land acquisition costs increase to about **$280 million**, an average annual cost of about $6.4 million. For both scenarios, the acquisition cost after the acquisition period is $1.3 million, an annual average of about $83,000.

In updating the land acquisition costs, detailed research and analysis was conducted to determine current planning-level land values by Conservation Area. This involved looking at a broad range of land transaction information with a particular emphasis on CVCC acquisitions, appraisals supporting those acquisitions, and, as necessary, supplemental information from public and private sources. **Appendix A** provides the detailed research and analysis conducted to identify planning-level per acre land values for the future acquisitions required per Conservation Area under current market conditions.

Table 6 Land Acquisition Cost by Scenario

Item	60-Yr Acquisition Scenario		60-Yr Acquisition plus FST Scenario	
	Years 17-60	Years 61-75	Years 17-60	Years 61-75
Total Cost	$258,852,365	$1,250,000	$280,281,710	$1,250,000
Average Annual Cost	$5,883,008	$83,333	$6,370,039	$83,333

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Land acquisition costs include the following four cost categories that are described in detail in the subsections below:

- **Direct Acquisition Costs**. The primary component of the Local Permittee land acquisition obligations is the direct cost of acquiring the land - the estimated land value. This information was derived from analysis of the fair market value of prior CVCC acquisitions and appraisals.
- **Transaction Costs**. The specific transaction costs associated with each land acquisition, including escrow and appraisal costs. This information was derived from historic CVCC transaction data.
- **Land Improvement and Improvement Maintenance Costs**. After land is acquired, there is typically one-time work required such as trash clean-up and fence repair/construction. There is also work required to maintain improvements, such as fencing, over time. This data is derived from current and recent CVCC adopted budgets.
- **Land Acquisition Support Costs**. The CVCC incurs two additional costs to identify, implement, manage, and report CVCC land acquisitions. This includes the contracted land acquisition manager and the staff member who oversees the acquisition program and acquisition manager. This data is derived from current and recent professional service contracts and CVCC's current and recent adopted budgets.

Direct Land Acquisition Costs

The Reserve System contemplated under the Plan includes land with a varied set of parcel characteristics spread across the Plan's 21 Conservation Areas.

Table 7 summarizes the results of the land valuation research for each Conservation Area. As shown, the estimated average per land value ranges significantly from $500 per acre in the Dos Palmas Conservation Area to $22,600 in the Willow Hole Conservation Area. The expected weighted average land value was estimated at $3,100 based on the distribution of available acres for conservation. This average was then applied to Local Permittee direct land acquisition responsibilities.[10] This results in a total Local Permittee planning-level direct land acquisition cost of $231 million under the 60-Year Acquisition scenario ($3,100 per acre x 74,523 acres).

Table 7 Conservation Area Valuation Assumptions

#	Conservation Area	$ / Acre Assumption
1	Cabazon	$3,200
2	Stubbe & Cottonwood Canyons	$9,700
3	Snow Creek / Windy Point	$3,000
4	Whitewater Canyon	$4,300
5	Highway 111 / I-10	$5,600
6	Whitewater Floodplain	$10,600
7	Upper Mission Creek / Big Morongo Cyn	$10,400
8	Willow Hole	$22,600
9	Edom Hill	$11,500
10	Thousand Palms	$17,000
11	West Deception Canyon	$5,600
12	Indio Hills / Joshua Tree NP Linkage	$2,500
13	Indio Hills Palms	$2,500
14	East Indio Hills	$3,250
15	Joshua Tree National Park	$425
16	Desert Tortoise and Linkage	$1,400
17	Mecca Hills / Orocopia Mountains	$700
18	Dos Palmas	$500
19	CV Stormwater Channel & Delta	$14,100
20	Santa Rosa & San Jacinto Mtns	$2,600
21	Long Canyon	$9,900

Sources: Coachella Valley Conservation Commission; ParcelQuest; and Economic & Planning Systems, Inc.

The acquisition of the additional FST lands under the 60-Year Acquisition plus FST scenario results in an additional direct land acquisition cost. As described in **Appendix A**, land value research focused on parcels within FST lands of over 10 acres, indicating a total additional acquisition cost of $20.4 million for the 2,377 additional acres (an average of about $8,600 per acre). As a result, the overall Local Permittee funding required for direct land acquisition increases from $231 million to $251 million in 2026 dollar terms.

[10] It is assumed that the land acquisitions of all three approaches (Local Permittee; State/federal funding; Complementary Conservation) will be similarly spread among the conservation areas.

Transaction Costs

Transaction costs refer to the costs for services associated with each transaction, including appraisal and escrow services. The 2011 Nexus Study estimated transactions costs at 5 percent of direct land acquisition costs.

Table 8 Transaction Costs

Item	Single Parcel Transactions	Multi-Parcel Transactions [1]
Average # of Parcels *(rounded)*	1	5
Transaction Costs [2]		
Escrow Costs	$1,500	$1,500
Appraisal Costs	$3,500	$5,250
Total	**$5,000**	**$6,750**
Average Land Acquisition Costs		
Average Parcel Size (acres)	25	25
Transaction Acreage	25	113
Land Value per Parcel	$3,100	$3,100
Land Acquisition Cost	$77,500	$348,750
Transaction Costs as % of Land Cost	**6.5%**	**1.9%**

[1] Average number of parcels in multi-parcel transactions based on data on historical CVCC acquisitions.

[2] Transactions costs provided by CVCC staff. Escrow costs are a flat cost per transaction. Appraisal costs are about $3,500 for a one-parcel transaction with an additional cost of $500 per parcel.

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Based on a review of past CVCC acquisitions, the large majority of acquisitions are one-parcel acquisitions. Multi-parcel acquisitions averaged 4.5 parcels per transaction. The average cost per transaction was estimated based on cost information from the CVCC for both single and multi-parcel transactions. As shown in **Table 8**, the cost per transaction ranged from $5,000 to $6,750.

The expected average parcel size associated with future acquisitions was derived from the inventory of land suitable for future conservation which, when combined with the average land per acre, allowed for an estimate of the average land acquisition cost for single and multi-parcel transactions. Dividing the estimated transaction cost by the direct land acquisition costs indicates expected ratios of 6.5 percent for single parcels and 1.9 percent for multi-parcel transactions.

Given the proportionally higher transaction costs for more frequent, single parcel acquisition may be offset by proportionally lower transaction costs for less frequent, multiple parcel acquisitions, the continued use of a 5 percent average transaction cost was considered appropriate.

Land Improvement and Maintenance

As new land is acquired, initial improvement actions are often required, such as debris removal and fencing. The 2025/2026 CVCC Budget indicates that these annual land improvements costs are about $125,000. These improvements (e.g. fencing) require periodic maintenance which, per the CVCC budget, is estimated at about $25,000 each year.

Additional CVCC Costs

CVCC maintains an annual contract with a land agent who identifies and works with willing sellers/landowners. The land acquisition program and contracted land agent are overseen by staff. Based on the CVCC 2025/2026 budget, these costs sum to about $220,000 annually in 2026 dollars. This annual investment will be required while the CVCC continues to acquire land to meet the Local Permittee land acquisition obligations.

Land Management and Biomonitoring Costs

To offset the impact of new development, lands are acquired and added to the Reserve System. Consistent with the requirements of the CVMSHCP, as lands are added to the Reserve System, CVCC incurs additional land management and biomonitoring responsibilities and obligations and, accordingly, additional costs. These biomonitoring and land management activities are nonetheless integral to the larger conservation obligation, both to demonstrate the health of covered species populations and to identify and address any stressors that may jeopardize the mitigation achieved through Reserve System assembly.

Upon acquisition of conserved lands, CVCC is responsible for managing and monitoring the conserved land as well as administering, reporting on, and managing overall Plan implementation consistent with the terms of the CVMSHCP, governing permits, and Implementing Agreement. **Table 9** summarizes the current costs associated with all these functions. Cost data is primarily drawn from the CVCC FY 2025/2026 budget. The 2025/2026 budget includes a unique one-time biomonitoring grant of $430,000, which is removed from the annual expenditure estimate to provide the appropriate annual ongoing expenditures. The contingency fund/ fencing cost represents an annual average over the last five years due to significant variations in annual cost.

Table 9 Land Management and Biomonitoring Annual Costs

Item	Costs
CVAG Administrative Functions	$870,000
CVAG Management & Monitoring Support Functions	$680,000
Total CVAG Staff / Services	***$1,550,000***
Biomonitoring Contracts	$800,000
Law Enforcement Contracts	$400,000
Additional Service Providers / Contract Costs	***$1,200,000***
Contingency Fund / Fencing	***$600,000***
Total Land Management and Biomonitoring	**$3,350,000**

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

As shown, the annual cost of $3.35 million includes a number of cost components. CVAG administrative and management support functions and management and monitoring support functions represent close to half of the annual costs. Biomonitoring and law enforcement contracts together represent about one-third of the annual costs with the contingency fund/fencing representing the remainder. The law enforcement contract is expected to cover the costs of two rangers contracted through the Riverside County Parks and Open Space District. Costs associated with wildlife agency requirements for, for example, fencing for PBS vary by year, so the cost number represents an annual average over the last five years.

This overall level of annual expenditure, in 2026 dollar terms, is expected to continue through the remainder of the permit term. Applied over the remaining 59 years of the permit term, the total Local Permittee funding required to support these ongoing management, monitoring, and administrative functions is about $198 million.

Endowment Costs

The Reserve System is assembled to offset the impact of new development on habitat for Covered Species; assembly would not be required but for new development. Once assembled, the Reserve System is intended as a permanent refugia that must sustain viable populations of covered species in perpetuity to meet the conservation obligations of the local permittees and ensure the incidental take authorized through the CMVSHCP permits is appropriately mitigated. In order to meet that obligation, continued land management and biomonitoring activities will be required beyond the 75 year term of the CVMSHCP permits, after which direct financial contributions to Plan implementation are not anticipated.

The Plan therefore envisions the development of an endowment fund that would be available at the end of the permit term (2084+) to fund ongoing land management and biomonitoring costs post-permit. The endowment was envisioned to be funded through a combination of non-fee funding sources, LDMF revenues, and interest accrued from holding the endowment balance through the end of the permit term.

Annual Ongoing Post-Permit Costs

To determine the endowment balance required at the end of the permit term in Year 75, the expected ongoing post-permit cost is required. Similar to other regional HCPs, it is assumed that the annual cost of some of the land management, biomonitoring, and administrative costs will decrease in the post-permit term while other costs will no longer be required. **Table 10** shows the expected annual post-permit cost in 2026 dollars at about $2.2 million annually.

Table 10 Land Management and Biomonitoring Costs During Permit and Post-Permit

Item	Annual Cost Post-Permit [1]
CVAG Administrative Functions	$652,500
CVAG Management & Monitoring Support Function	$510,000
Total CVAG Staff / Services	***$1,162,500***
Biomonitoring Contracts	$600,000
Law Enforcement Contracts	$400,000
Additional Service Providers / Contract Costs	***$1,000,000***
Contingency Fund / Fencing	***$0***
Total Costs	**$2,162,500**

[1] Land maintenance costs may also continue for a few years after the end of the permit term. This is expected to be a temporary and modest cost, and so, is not included in the endowment calculation.

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

CVCC land management, CVAG administrative and management support functions, and biomonitoring costs are all expected to decrease by 25 percent from permit term costs. Law enforcement costs are expected to remain unchanged at $400,000 annually.

Interest Rate and Endowment

The Plan identified an expected overall annual interest rate of 5.73 percent and an inflation rate of 3.29 percent based on historical data. This represents a 2.44 percent "real" interest rate – the interest rate return over-and-above inflation. This represents the level of interest that can be drawn from the endowment each year without depleting the endowment in inflation-adjusted terms.

This Nexus Study (and the previous 2011 Nexus Study) uses the same interest rate assumptions to determine the endowment balance required at the end of the permit. In other words, it is assumed that the entity responsible for ongoing management, monitoring, and administration - whether CVCC or another entity - will be able to achieve a 2.44 percent real interest rate in Year 76+. At this interest rate, an endowment balance of $88.6 million, in 2026 dollar terms, will be required by the end of the permit term to support the ongoing $2.2 million in annual costs.

It is recognized that the actual interest rate at that time is highly uncertain and that this interest rate is above the rates obtained by CVAG in recent years. Historically, the California Department of Fish & Wildlife has accepted real interest rates of about 3 percent in the calculation of endowment amounts. To the extent the interest rate to the endowment holder at the end of the permit term is lower, a larger endowment would be required to fund the expected ongoing costs.

3. LDMF Funding Required

This chapter provides estimates of the Local Permittee implementation cost obligations to be funded by the LDMF. The required LDMF funding is less than the total Local Permittee cost obligations due to the expected availability of non-fee funding sources and reserves developed by CVCC to date. The first section of this chapter provides estimates of the non-fee funding sources by cost category. The second shows how these other funding sources cover a portion of the total Local Permittee implementation costs identifying the net cost to be funded through LDMF.

Non-Fee Funding Sources

Non-fee funding sources include existing CVCC reserves that have been accrued in order to help fund specific implementation costs; a range of funding commitments from other sources/entities that are part of the Plan obligations; and for the endowment, interest revenues that will accrue on the endowment fund balance over the course of the permit term.

As shown in **Table 11** and described below, the estimated revenue from non-fee funding sources over the remainder of the permit term, in 2026 dollar terms, is estimated at $143 million, including $24.5 million to support land acquisition costs, $51.5 million to support land management and biomonitoring costs, and $67.1 million to support endowment development.

Table 11 Non-Fee Funding Sources

Cost Category	Reserve Funds	Other Funding [1]	Total
Land	$20,000,000	$4,488,800	$24,488,800
Land Mgmt. and Biomonitoring	$0	$51,500,000	$51,500,000
Endowment	$10,000,000	$57,051,774	$67,051,774
Total	**$30,000,000**	**$113,040,574**	**$143,040,574**

[1] For the Land cost category, the other funding source consists for expected land value of Caltrans dedications. For the Land Management and Biomonitoring cost category, the other funding sources include Tipping Fees and CVAG Payments. For the Endowment cost category, the other funding source consists of Endowment Interest Revenue.

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Reserves

As of 2025 (permit term year 17), CVCC has built up significant funding reserves. These reserves include about $20 million in the Land Acquisition Fund and about $16 million in a combined Management and Monitoring (M&M)/Endowment fund. The $20 million in the land acquisition fund is available to fund future land acquisitions. To date, the M&M/Endowment Fund has acted as both a recipient of funding for the future endowment as well as a fund to periodically cover M&M costs. For the purposes of this analysis, it is assumed that about $10 million of the funding in the M&M/ Endowment Fund will be specifically set aside to help cover the development of the required post-permit endowment including all interest accrued on the balance through the end of the permit term.

Interest Revenues

With the establishment of a distinct endowment fund, the existing reserve balance and the new LDMF funding allocated to the fund, additional interest revenue will accrue to the fund over time. The interest rate on these reserves over the course of the next 59 years is uncertain and will fluctuate over time based on a broad range of macroeconomic factors and Federal Reserve policy.

Similar to the calculation of the post-permit endowment required in **Chapter 3**, this analysis continues the assumptions used in the original Plan and 2011 Nexus Study. Specifically, the Plan identified an expected overall annual interest rate of 5.73 percent and an inflation rate of 3.29 percent based on historical data. This represents a 2.44 percent "real" interest rate – the interest rate return over-and-above inflation. The "real" interest revenues, i.e. the revenues that increase the balance over-and-above inflation, directly support the endowment fund development and reduce the level of funding required from the LDMF. A total of about $57 million in interest revenues, over and above inflation, would be generated by the end of the permit term based on the assumed interest rates and time frames.

Additional Funding Sources

Two additional sources of funding will help support the land management and biomonitoring costs and are estimated to provide about $51.5 million over the remainder of the permit term. These include:

- **CVAG Contributions.** As part of the Plan, CVAG has committed to invest a total of $30 million to support the Plan. About $8 million had already been provided through the end of 2024, leaving a $22 million balance. CVAG intends to make $500,000 annual contributions over the next 44 years to complete this investment.

- **Tipping Fees.** Tipping fees also support Plan land management and biomonitoring costs. Tipping fees can vary by year but are expected to average about $500,000 annually based on recent CVCC receipts. This funding source is expected to continue through the end of the permit term. Over the course of the remaining 59 years during the permit term, this is expected to provide about $29.5 million in funding.

For land acquisition, Caltrans has a remaining land dedication obligation of about 1,448 acres. To help support the LDMF calculation, this obligation is converted into a monetary equivalent of about $4.5 million based on the average per acre land value estimated in **Appendix A**.

LDMF Funding Required

The required LDMF funding is the total Local Permittee cost obligation in 2026 dollars minus the non-fee funding described above. As shown in **Table 12**, the total LDMF funding required to implement the Plan, in 2026 dollars, is estimated at $403.3 million for the 60-Year Acquisition scenario, and $424.7 million for the 60-Year Acquisition plus FST scenario. Over half of these revenues, about 60 percent, are required to fund land acquisition costs. About 35 percent are required to fund land management and biomonitoring costs, and the remaining, approximately 5 percent, is required to fund the endowment.

Table 12 LDMF Funding Required

Cost Category	Total Costs	Non-Fee Funding Sources	Net Costs/LDMF Funding Required
60-Yr Acquisition Scenario			
Land	$260,102,365	$24,488,800	$235,613,565
Land Mgmt. and Biomonitoring	$197,650,000	$51,500,000	$146,150,000
Endowment	$88,627,049	$67,051,774	$21,575,275
Total	**$546,379,414**	**$143,040,574**	**$403,338,840**
60-Yr Acquisition plus FST Scenario			
Land	$281,531,710	$24,488,800	$257,042,910
Land Mgmt. and Biomonitoring	$197,650,000	$51,500,000	$146,150,000
Endowment	$88,627,049	$67,051,774	$21,575,275
Total	**$572,108,759**	**$143,040,574**	**$424,768,185**

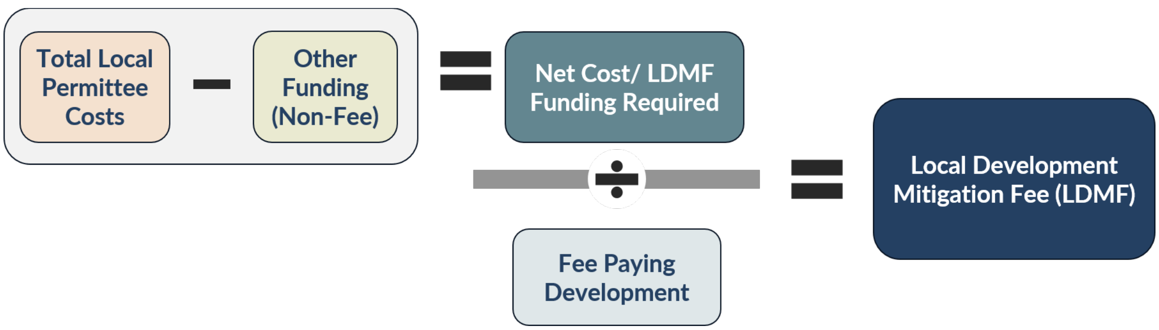
Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

4. Future Development/LDMF Calculations

This Chapter provides the updated LDMF schedules for the 75-Year Acquisition scenario and the 75-Year Acquisition plus FST scenario. The updated LDMF schedule under both scenarios is calibrated to raise the LDMF funding required to cover the net Local Permittee cost obligations to implement the Plan. The LDMF levels under both fee scenarios are driven by the funding obligation and the expected pace of development.

Figure 1 displays how the LDMF is calculated. After estimating the total local permittee obligations (see Chapter 3), the net cost/LDMF funding required is established by subtracting off the expected non-fee funding (see Chapter 4). This Chapter then divides the net cost/LDMF funding required by the forecasts of fee paying development (see below) to determine the required LDMF.

Figure 1 LDMF Calculation



Development Forecast

The expected pace of (fee paying) development represents the denominator in the LDMF calculation and has a direct and significant impact on the fee level for a given level of fee funding required. The CVCC records and tracks information provided by Local Permittees on fee-paying developments including gross acres of development and, for residential developments, the number of units. A review of CVCC records of fee-paying development over the last five years indicates an average of **500 acres** of gross development each year. This annual pace of development is assumed to continue into the future. Future updates to the Nexus Study will account for any trendline changes in the inherently uncertain pace of development.

This recent pace of development is well below the pace assumed as part of the Plan (about 1,370 acres each year) and as part of the 2011 Nexus Study (1,500 to 1,635 acres per year depending on whether Desert Hot Springs was included). This significantly slower pace of development places significant upward pressure on the LDMF.

This Nexus Study covers the period from the start of 2025 through the end of 2083, representing a total of 59 years of the permit term. As a result, the development forecast for the remainder of the permit term is estimated at 29,500 acres: the 59-year remainder of the permit term (2025 – 2083) multiplied by the estimated annual 500 acres of development.

LDMF Scenarios

As described earlier in **Chapter 2**, this Nexus Study calculates updated LDMF schedules for a 60-Year Acquisition Scenario and a 60-Year Acquisition plus FST Scenario.

- **60-Year Acquisition Scenario**. All remaining land acquisition obligations (74,523 acres) completed over the next 44 years (2025-2068), by Year 60 of the permit term; requires average annual acquisition of 1,694 acres.
- **60-Year Acquisition Term plus Fluvial Sand Transport (FST) Land Acquisition**. To better accomplish conservation of critical FST processes, this scenario includes the acquisition of 2,377 FST acres, increasing the land acquisition obligation to 76,900 acres completed over the next 44 years (2025-2068), by Year 60 of the permit term; requires average annual acquisition of 1,748 acres.

Updated LDMF Schedules

As documented in **Chapter 3**, this cost obligation sums to about $403 million and $425 million (in constant dollar terms) under the two scenarios, after all the relevant CVCC reserves, non-fee funding sources, and obligations of other parties are accounted for.

To calculate the LDMF schedule, the LDMF funding required, as identified previously, is divided by the forecasted acres developed, assuming 500 acres per year. As shown in **Table 13** and **Table 14**, after the end of land acquisition period, there is a drop in fee levels for Year 61 through Year 75. The calculation of the LDMF per acre for both scenarios concluding:

- **60-Year Acquisition Scenario**. During the land acquisition period (Year 17 - Year 60), the $353.9 million in required LDMF funding requires an overall per gross acre mitigation fee of $16,084. On average, this is expected to generate about $8.04 million annually in funding. For the remaining permit term (Year 61 – Year 75), the $49.5 million in required LDMF funding requires an overall per gross acre mitigation fee of $6,598. On average, this is expected to generate about $3.30 million annually in funding.
- **60-Year Acquisition plus FST Scenario**. During the land acquisition period (Year 17 -Year 60), this scenario requires a somewhat higher $375.3 million in LDMF funding and an overall per gross acre mitigation fee of $14,545. On

average, this is expected to generate about $8.53 million annually in funding. For the remaining permit term (Year 61 – Year 75), the $49.5 million in required LDMF funding requires an overall per gross acre mitigation fee of $6,598. On average, this is expected to generate about $3.30 million annually in funding.

Table 13 LDMF per Acre – 60-Year Acquisition Scenario

Implementation Cost Category	Years 17-60	Years 61-75	Total Term (Years 17-75)
Land Costs	$234,363,565	$1,250,000	$235,613,565
Land Mgmt. and Biomonitoring	$103,400,000	$42,750,000	$146,150,000
Endowment	$16,090,036	$5,485,240	$21,575,275
Total	**$353,853,601**	**$49,485,240**	**$403,338,840**
Annual Average	$8,042,127	$3,299,016	$6,836,252
Development (acres)	22,000	7,500	29,500
Mitigation Fee per Acre	**$16,084**	**$6,598**	

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Table 14 LDMF per Acre – 60-Year Acquisition Term plus FST Scenario

Implementation Cost Category	Years 17-60	Years 61-75	Total Term (Years 17-75)
Land Costs	$255,792,910	$1,250,000	$257,042,910
Land Mgmt. and Biomonitoring	$103,400,000	$42,750,000	$146,150,000
Endowment	$16,090,036	$5,485,240	$21,575,275
Total	**$375,282,946**	**$49,485,240**	**$424,768,185**
Annual Average	$8,529,158	$3,299,016	$7,199,461
Development (acres)	22,000	7,500	29,500
Mitigation Fee per Acre	**$17,058**	**$6,598**	

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Table 15 and **Table 16** show the per acre fees by land use, including the conversion to per unit fees for residential uses density category. This approach is consistent with past practice under the prior nexus study. The per acre fees are converted to per unit fees based on average development densities within each category. As discussed earlier, denser housing development is generally associated with a lower level of habitat disturbance per dwelling unit, and the amount of required mitigation per dwelling unit is therefore reduced as density increases. This analysis uses CVCC sourced permitting data to derive the average development densities for the low-, medium-, and high-density residential categories. These development densities are modestly different from the densities used in the 2011 Nexus Study.

Table 15 LDMF for Residential and Nonresidential Land Uses – 60-Year Acquisition Scenario

Fee Category	Density (units per acre)	Mitigation Fee Years 17-60	Mitigation Fee Years 61-75
Commercial/Industrial	*n/a*	$16,084	$6,598
Residential			
Low-Density	5.6	$2,884	$1,183
Medium-Density	9.9	$1,632	$669
High-Density	25.0	$644	$264

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

Table 16 LDMF for Residential and Nonresidential Land Uses – 60-Year Acquisition Term plus FST Scenario

Fee Category	Density (units per acre)	Mitigation Fee Years 17-60	Mitigation Fee Years 61-75
Commercial/Industrial	*n/a*	$17,058	$6,598
Residential			
Low-Density	5.6	$3,059	$1,183
Medium-Density	9.9	$1,731	$669
High-Density	25.0	$683	$264

Sources: Coachella Valley Association of Governments; Coachella Valley Conservation Commission; and Economic & Planning Systems, Inc.

5. Nexus Findings

The LDMF on new development will be the primary source of funding necessary to comply with the provisions of the Plan, Implementing Agreement, and Permits. As a whole, this Nexus Study provides the policy, technical, and legal basis necessary for Coachella Valley cities and the County of Riverside to update the LDMF.

Current prevailing practice among the majority of approved and permitted regional multiple-species Habitat Conservation Plans is that habitat mitigation fees are to be adopted by the relevant jurisdictions (cities and Counties) consistent with the Mitigation Fee Act.[11] The California Mitigation Fee Act and associated court cases provide a series of requirements for the establishment or update of the mitigation fees. This Chapter provides the required nexus findings and relationships under the Mitigation Fee Act and US Supreme Court cases *Nollan v. California Coastal Com'n* and *Dolan v. City of Tigard*, and provides the additional information required by California AB 602 signed into law in 2021.

Nexus Findings

California Government Code 66000 et seq. (the Mitigation Fee Act) provides the requirements associated with establishing or updating fees imposed as a condition of approval of a development project by a local agency. In addition to process, transparency, and implementation requirements, this includes satisfying the five statutory findings required by the Mitigation Fee Act related to fee "purpose", fee "need", and a set of "reasonable relationships" as shown below.

Similarly, as articulated in the 2024 U.S. Supreme Court case *Sheetz v. County of El Dorado*, legislatively enacted, generally applicable development impact fees are subject to the level of judicial scrutiny in the landmark cases *Nollan v. Cal. Coastal Comm'n* (that there is an "essential nexus" between the fees exacted and the governmental interest at stake) and *Dolan v. City of Tigard* (that the exaction imposed is "roughly proportional" to the burden created by the development). For this LDMF update, the "essential nexus" between the LDMF and new development is captured in the first four Mitigation Fee Act nexus findings below and the "rough proportionality" is captured in the fifth Mitigation Fee Act nexus finding as well as others.

[11] In addition to the current Coachella Valley LDMF, see also the WRMSCHP LDMF, the San Joaquin County Multi-Species Habitat Conservation and Open Space Fee, and the East Contra Costa County HCP/NCCP mitigation fee.

The five statutory findings required under California Government Code section 66001 for the update of the LDMF fee are summarized here and supported by the technical analysis in the prior chapters of this Study.

Required Nexus Findings

- √ Identify the purpose of the fee.
- √ Identify how the fee is to be used.
- √ Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- √ Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- √ Demonstrate a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

Purpose of Fee

Identify the purpose of the fee. (66001(a)(1))

The purpose of the LDMF is to contribute to the funding required to implement the Plan and, as a result, help maintain the incidental take permits for new private and public development in the Coachella Valley under the federal Endangered Species Act and the state Natural Community Conservation Planning Act. Maintaining the Plan's incidental take permits is necessary to streamline future development, and without the development community supporting the costs of the Plan, individual applicants will need to apply independently for development approval under federal and State law if the project impacts a threatened or endangered species. The federal Endangered Species Act specifically requires that the applicant for incidental take permit "ensure that adequate funding for the plan will be provided."[12] In addition, the LDMF helps provide the regional benefit of streamlined economic development in the Coachella Valley as well as the provision of contiguous open spaces that will serve as a community amenity to residents, workers, and visitors.

[12] See Section 1539(a)(2)Biii of the federal Endangered Species Act.

Use of Fee Revenues

Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specific in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged. (66001(a)(2)).

The Plan is the public document that outlines the actions required as a whole and the particular set of actions required by the Local Permittees (and CVCC as their agent) to obtain incidental take permits—associated with State and federal statutory requirements—for new public and private development in the Coachella Valley. Failure to meet the requirements of the Plan will result in an inability to obtain or maintain incidental take permits through the Plan, which would require future development to secure individual take authorization if the project impacts a threatened or endangered species.

Revenues from the LDMF, in conjunction with other local and regional funding sources and land dedications, will be used to fund the conservation actions identified as the responsibility of Local Permittees in the Plan. The revenues from the LDMF will be used to help fund the appropriate habitat acquisition (land acquisition and associated transaction costs), maintenance and monitoring of habitat land (land maintenance, biomonitoring, and adaptive management), and program management, administration, and oversight activities and costs.[13]

Reasonable Relationship: Part 1

Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. (66001(a)(3)).

It is critical to keep in mind that the Reserve System and its associated land management and biomonitoring activities are necessary solely to provide incidental take to new development. The implementation of the Plan, and the LDMF as a fundamental part of it, will therefore benefit all new development by mitigating their collective impacts to covered species and associated habitat. All new public and private development subject to the LDMF in the Plan area will affect habitat and species either directly through the destruction of suitable habitat, indirectly through the expansion of edge effects along the urban-wildland interface or expanding the potential range of urban development, or as a cumulative effect through habitat fragmentation and the introduction of non-native species.

[13] Consistent with the interpretation applied to the majority of permitted and approved regional, multiple-species Habitat Conservation Plans in California and guidance from CVCC Counsel, the LDMF is assumed to fund its proportionate share (as determined by the technical analysis and constrained by the statutory requirements) of applicable Plan implementation costs including, but also limited to, habitat acquisition costs (and associated transaction costs), the costs of managing and monitoring the habitat preserves in perpetuity, and the administrative and other costs of managing the overall program.

A new public roadway, for example, will result in the loss of habitat for grading and paving within its right-of-way, will allow for new development along adjacent parcels, and further enable urban development to penetrate deeper into undisturbed locations in the Plan Area. Similarly, new private development will require new infrastructure like water tanks and also result in additional demand for new developments through linkages: the need for new housing to accommodate new workers at commercial developments or the need for new retail developments to serve new residents at residential developments. In other words, all new development in the Coachella Valley will benefit from the incidental take permits obtained through the Plan and via the use of the LDMF revenues.

In addition, the incidental take permits are necessary to permit any future development within the Plan Area, and in order to obtain or maintain such incidental take permits, the Plan must be fully funded. Because funding the Plan is required in order to allow for future development under the CVMSHCP, there is a direct relationship between the proposed use of the LDMF and development within the Plan Area.

Reasonable Relationship: Part 2

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed. (66001(a)(4)).

Without new development, the incidental take authorized by the CVMSHCP would not be necessary and no further habitat conservation would be required under the federal Endangered Species Act and state Natural Communities Conservation Planning Act. To allow for any future development under the Plan, the Plan must be fully funded. New development in the Plan Area, as noted above, will directly, indirectly, or cumulatively affect species and habitat in the Coachella Valley. Because of this, development of the Plan was undertaken to provide a regional, streamlined approach to obtaining incidental take coverage under the abovementioned regulatory statues for the benefit of future development of all types, including the development and improvements envisioned under the numerous General Plans, the Transportation Project Prioritization Study, and other public utility plans. The requirements of the Plan (habitat acquisition, management and monitoring, program administration) are a direct result of the regional approach to mitigation that is engendered by all new development in the Plan Area under the pertinent environmental regulations. Meeting the requirements of the Plan is necessary to obtain the necessary federal authorization to develop within the Plan Area.

Reasonable Relationship: Part 3

Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. (66001(b)).

The Plan includes detailed conservation requirements based on the scientific evaluations that form the basis of the Plan. Based on these evaluations, conservation responsibilities were allocated between the Local Permittees and other entities, such as the State and federal governments and complementary conservation organizations. The LDMF appropriately provides funding towards the fulfillment of the Local Permittee conservation requirements. Furthermore, the Local Permittee obligations are not fully funded through the LDMF revenues. Other local and regional funding sources, such as tipping fees, CVAG funding, and Caltrans contributions provide additional mitigation and/or offsetting revenues that reduce the overall cost allocation to the LDMF. In addition, consistent with the relationship between new development in Coachella Valley and the need for the public facilities (Reserve System) described above, proportional attribution between new development is ensured through the determination of a consistent per gross acre Local Development Mitigation Fee.[14] As a result, the LDMF level calculations are carefully determined to fund only the proportionate conservation costs attributable to the new development on which the fee is imposed and to allocate the fee levels proportionally across all new development. It is this process of careful calculation based on the requirements of the CVMSHCP that is the subject of a substantial portion of this Nexus Study (see **Chapters 3** through **5**).

AB 602 Compliance

The recent passage of AB 602 clarified and added requirements to the Mitigation Fee Act. In addition to clarifying that a nexus study must be adopted before the adoption of an associated development impact fee, AB 602 requirements include, but are not limited to, the need for nexus studies to address the following additional topics.

Changes in Existing Levels of Service

Requirement: When applicable, the nexus study must identify the existing level of service for each public facility, identify the proposed level of service, and include an explanation of why the new level of service is appropriate.

Detail: This Study, similar to the 2011 Nexus Study, is based on the requirements outlined in the Plan, Implementing Agreement, and Permits. As described in **Chapter 3**, in articulating the number of acres to be preserved, and the associated management and monitoring responsibilities, the Plan articulates a form of “level of service”. This same “level of service” applies to this Nexus Study with no changes in level of service proposed.

[14] Determining habitat mitigation fees on a gross acre basis is the clearest way of ensuring proportionate cost allocations among new developments and is a common practice among adopted Habitat Conservation Plans. For purposes of implementation/administrative consistency, for residential uses, the per-gross-acre fee is translated into per unit fees for different density categories.

Original Nexus Study and Fee Collection

Requirement: If a nexus study supports increasing an existing fee, the local agency must review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.

Detail: The prior 2011 Nexus Study was carefully reviewed as part of this update. CVCC data shows that a total of $33.5 million in LDMF revenues were collected under the prior fee between financial year 2011/12 and 2024/2025.

Capital Improvement Plan

Requirement: Large jurisdictions must provide and adopt a capital improvement plan (CIP) as part of the nexus report process. This adoption can occur at the same time as the fee ordinance adoption through a resolution.

Detail: The Plan specifies the Local Permittee obligations. This updated Nexus Study has identified the remaining obligations from 2025 onwards and developed cost estimates for these obligations in 2026 dollars. These remaining Local Permittee obligations and costs, offsetting revenues, and net funding required from the LDMF are described in **Chapters 3** and **4**. These obligations are also summarized in **Appendix B** to provide a clear articulation of the "Capital Improvement Plan" to support the adoption of the updated LDMF.

Per Square Foot Residential Fees

Requirement: Nexus studies must calculate fees imposed on a housing development project proportionately to the square footage of proposed units of the development. This is considered a valid method for establishing a reasonable relationship between the fee charged and the burden posed by new development. However, a jurisdiction can choose to charge residential fees on a different basis if it can explain why square footage is not an appropriate metric and make additional specific findings.

Detail: Habitat mitigation fees like the LDMF are different from many other forms of development impact fees. Impacts of development for many development impact fees, such as parks development fees, are very directly tied to the facilities/use demands of new residents/service population. In those cases, there is a clearer line between housing size, number of residents, and impact. Determining habitat mitigation fees on a gross acre basis is the clearest way of ensuring proportionate cost allocations among new developments, as it more accurately captures the total extent of habitat impacts due to ground disturbance through the inclusion of required parking, landscaping, and ancillary outbuildings that may not otherwise be accounted for in a pure floorspace assessment. This approach is a common practice among adopted Habitat Conservation Plans and maintains consistency with the 2011 Nexus Study.

For purposes of implementation/administrative consistency, for residential uses, the per-gross-acre fee is translated into per unit fees for different density categories. This includes three residential categories (0-8, 8-14. 14+ units/acre) with the per unit fee calculation based on average residential densities within each of these categories. As with industrial and commercial land uses, a fee rate predicated on dwelling unit floorspace is not adequate to capture the full scope of impacts associated with residential development. Additional impacts to habitat beyond the confines of the livable area include driveways; yards, landscaping, and pools; accessory structures like storage sheds, secondary dwelling units, and detached garages; and other potential features that ultimately result in the destruction of habitat. A gross acre fee therefore remains the most appropriate measure of impact. This Nexus Study recognizes that the proportional impact per dwelling unit is reduced as overall dwelling unit density increases, and proposes a variable fee schedule for residential development based on number of dwelling units per acre.

Appendix A:
Land Valuation

Appendix A: Land Valuation

This Appendix provides planning-level estimates of per acre land values in the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP or Plan) Conservation Areas[15] as of calendar year 2025. These land value estimates support the calculation of the land acquisition investments required to meet the remaining Plan land conservation requirements in **Chapter 3**. As described in **Chapter 3**, Local Permittee responsibility for land acquisition is a subset of the full land acquisition requirements that also include State and federal funding responsibilities and land conservation efforts conducted by conservations partners.

Future Land Acquisition

As shown in **Table A-1** and **Figure A-1**, a recent Coachella Valley Conservation Commission (CVCC) assessment identified the private lands available for acquisition. This includes about 85,400 acres spread across about 3,300 parcels among the CVMSHCP's 21 Conservation Areas[16].

While land is acquired only from willing sellers at appraised fair market values, this set of parcels reflects the scale and nature of future parcels to be acquired under the Plan and therefore provides the appropriate basis for land value estimation. Because of the dynamic nature of land acquisition efforts and development activity in the Conservation Areas, the total land available for acquisition changes over time.

As shown, there is significant variation in land availability by Conservation Area. For example, about 50 percent of the available land is concentrated in two of the 21 Conservations Areas - Desert Tortoise and Linkage, and Santa Rosa and San Jacinto Mountains. Similarly, about 75 percent of the available land is concentrated in the four Conservation Areas with over 5,000 acres of land available (Desert Tortoise and Linkage, Mecca Hills/Orocopia Mountains, and Santa Rosa and San Jacinto Mountains). The areas with the most land available for acquisition are generally larger and more remote Conservation Areas.

[15] Terms not otherwise defined in this Appendix share the same definition as found in the Plan documents available at https://cvmshcp.org/plan-documents/.

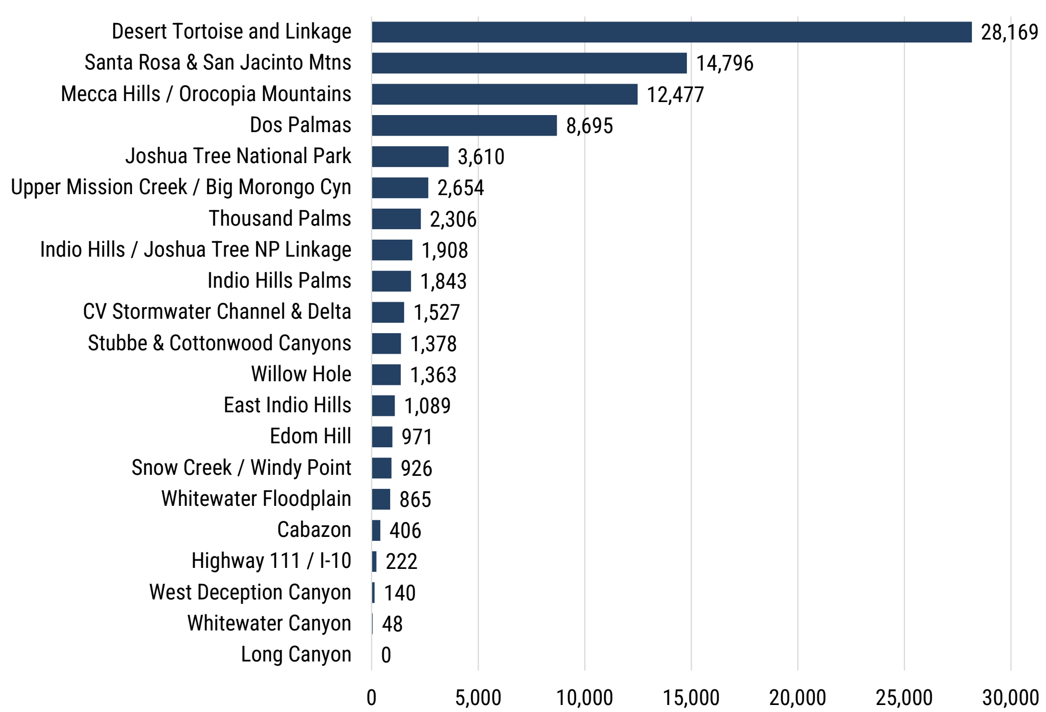
[16] This acreage and parcel count excludes about 7,800 acres of privately owned Fluvial Sand Transport (FST) parcels. Under the Baseline Scenario, these lands will be protected through land use regulation. Options to purchase a portion of these land and their land cost implications are described later in this Appendix.

Table A-1 Total Acreage Available to be Acquired

#	Conservation Area	# of Parcels	Acres	% of Total Acres	Acres/ Parcel
1	Cabazon	6	406	0%	67.7
2	Stubbe & Cottonwood Canyons	35	1,378	2%	39.4
3	Snow Creek / Windy Point	29	926	1%	31.9
4	Whitewater Canyon	11	48	0%	4.4
5	Highway 111 / I-10	25	222	0%	8.9
6	Whitewater Floodplain	28	865	1%	30.9
7	Upper Mission Creek / Big Morongo Cyn	166	2,654	3%	16.0
8	Willow Hole	156	1,363	2%	8.7
9	Edom Hill	59	971	1%	16.5
10	Thousand Palms	235	2,306	3%	9.8
11	West Deception Canyon	7	140	0%	20.0
12	Indio Hills / Joshua Tree NP Linkage	167	1,908	2%	11.4
13	Indio Hills Palms	19	1,843	2%	97.0
14	East Indio Hills	192	1,089	1%	5.7
15	Joshua Tree National Park	93	3,610	4%	38.8
16	Desert Tortoise and Linkage	821	28,169	33%	34.3
17	Mecca Hills / Orocopia Mountains	316	12,477	15%	39.5
18	Dos Palmas	140	8,695	10%	62.1
19	CV Stormwater Channel & Delta	50	1,527	2%	30.5
20	Santa Rosa & San Jacinto Mtns	756	14,796	17%	19.6
21	Long Canyon	0	0	0%	-
	Total	**3,311**	**85,395**	**100%**	**25.8**

Sources: CVCC; ParcelQuest; EPS

Figure A-1 Total Acreage Available to be Acquired



Sources: CVCC; ParcelQuest; Economic & Planning Systems, Inc.

Land Valuation Methodology

Two approaches to developing planning-level estimates of current per acre land values were considered, both using land ownership data provided by CVCC:

1. **Historical Acquisition Data.** This is the approach most commonly used to develop land value estimates across large areas when updating Habitat Conservation Plans or other land-focused efforts. Once an implementing entity has developed a substantial history of land acquisitions, this pool of data, typically adjusted for the time value of money/ inflation, is viewed as providing the best insights into current land values. It can also be supplemented by information from other land transactions by other parties involving land with similar characteristics.

2. **Formulaic Relationships between Land Value and Land Characteristics.** This approach explores the use of information on multiple parcel characteristics and sales prices to identify a multivariate, statistical relationship between parcel characteristics and values. EPS tested this approach. Data analysis indicated clear relationships between individual parcel characteristics (e.g. parcel slopes, distance from roads, parcel sizes, jurisdiction/ zoning and land values) and sales value. The data available was not, however, sufficient to establish a single, robust multi-variate land value formula that worked to provide accurate estimates of sales price based on parcel characteristics.

EPS selected the use of historical acquisition data by Conservation Area as the preferred approach. Because no multi-variate formula emerged and because each Conservation Area has a unique combination of parcels and parcel characteristics, the historical data was identified as the best way to most accurately capture the unique circumstances of different Conservation Areas. This is consistent with the approach taken in the 2011 Nexus Study and most other regional HCPs.

CVCC and complementary conservation organizations have a significant history of land acquisitions across a large number of Conservation Areas over the last 15 years. For all of its acquisitions, CVCC commissioned property-specific appraisals to establish the "fair market value" of the property. These appraisals highlighted a number of other relevant and recent land transactions that provide additional examples of completed transactions and land values.

As described in more detail below, even with the large number of transactions and spatial distribution of acquired properties by CVCC and its conservation partners, there was not sufficient data to establish robust average per acre value estimates for every Conservation Area.[17] This, in part, reflects CVCC's prior land

[17] The 2011 Nexus Study provided distinct low, medium, and high land values for each Conservation Area. This Nexus Study focused on establishing an appropriate average land value per acre to drive land acquisition cost estimates. Sales price variability was reviewed, though low and high end estimates were considered too variable to establish definitive bookends.

acquisition prioritization focused on Conservation Areas closer to the urban edge, with fewer or no acquisitions in certain more remote Conservation Areas. For those Conservation Areas, EPS used other sales comparables or County Assessor data to determine reasonable per acre land value averages. The appraisal-derived transaction data is a preferred data source as it reflects actual CVCC purchases and land valuations. The sales comparables and assessor data are somewhat broader in their valuations but still provide valuable market perspectives on land valuation.

EPS also compared the characteristics of the parcels purchased historically with those of the future parcels available by Conservation Area to determine if future acquisitions would be expected to be concentrated in parcels with significantly different value characteristics. EPS identified two Conservation Areas (Thousand Palms and Desert Tortoise Linkage) where this is expected to be the case. As a result, EPS made upwards adjustments to land value per acre.

Transaction Data and Per Acre Land Value Estimates

Prior CVCC Transaction Data

CVCC provided a database of information on their own and partner agency conservation parcel transactions between 2009 and 2025. Land acquisition costs from prior years were inflated into 2025 dollars to account for inflation.[18] The database indicated those transactions that were either donations or involved tax delinquency. EPS removed those parcels from the data analysis as the focus is on determining market/ arms-length land value. While lower cost donations and tax delinquent acquisitions might be available in the future, the land acquisition cost estimate for the Nexus Study cannot assume their availability.

Table A-2 summarizes the provided transaction data and shows the number of parcels and acres acquired by each Conservation Area along with the average, median, 25th and 75th percentile per acre values. These medians and percentiles are also illustrated in **Figure A-2** which shows the extent of variation in land values by parcel within each Conservation Area. A significant difference between median and average per acre values in **Table A-2** indicates a larger impact from some of the highest or lowest value transactions.

Average per acre land values of prior transactions varied by Conservation Area from a low of $300 per acre for Mecca Hils/ Orocopia Mountains to a high of $22,600 per acre for Willow Hole. Variations between 25th and 75th percentile also ranged substantially. Some Conservation Areas, such as Thousand Palms,

[18] Land costs can escalate in different ways from the general level of inflation with some areas seeing accelerating values above the level of inflation and others seeing escalation below that of inflation. Because of the likely variation across parcels and areas, the use of the general rate of inflation to adjust older land transactions is likely to be more accurate in aggregate than the application of no inflation to land costs.

showed substantial differences between their 25% and 75% percentile values. This larger differential reflected greater variation in parcel characteristics within individual Conservation Areas, from, for example, substantial differences in topography and/or access to transportation infrastructure.

In terms of differences between median and average per acre values, average per acre values were substantially above median values for Willow Hole, Thousand Palms, Coachella Valley Stormwater Channel & Delta, and Santa Rosa and San Jacinto Mountains. This indicates that these Conservation Areas had a cluster of higher cost parcels; it also indicates that the average per acre value is capturing the effects of these higher cost parcels.

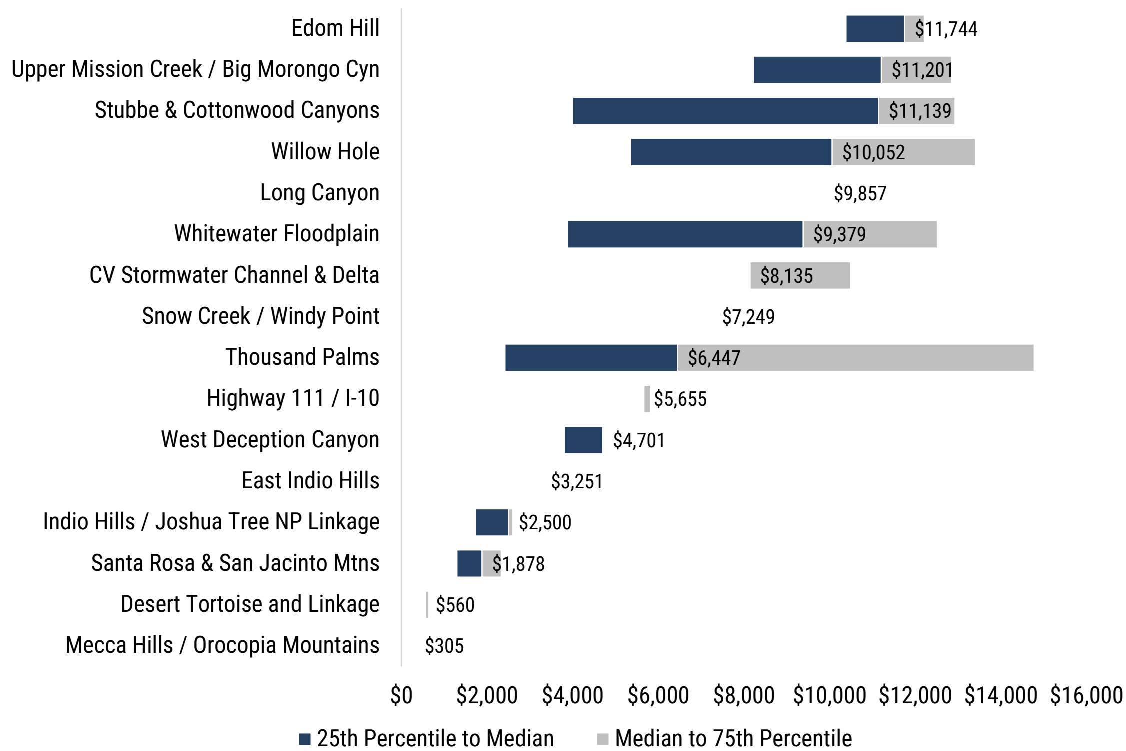
Because of the large areas and varying parcel characteristics covered by many of the Conservation Areas, substantial variations from the expected per acre land value will occur for some individual transactions. For example, some Conservation Areas have seen variations in per acre land values of between $1,000 to $100,000 per acre. These types of variations are to be expected, though CVCC should continue to track actual land acquisition costs over time to determine whether there are changes in the collective average per acre land costs.

Table A-2. Parcel Purchase Summary by Conservation Area (2025$)

				Transaction $$ / Acre[1]			
#	Conservation Area	# of Parcels	Purchased Acres	Average	25th Percentile	Median	75th Percentile
1	Cabazon	0	0	--	--	--	--
2	Stubbe & Cottonwood Canyons	46	1,024	$9,707	$3,998	$11,139	$12,924
3	Snow Creek / Windy Point	3	46	$7,249	$7,249	$7,249	$7,249
4	Whitewater Canyon	0	0	--	--	--	--
5	Highway 111 / I-10	5	98	$5,618	$5,655	$5,655	$5,812
6	Whitewater Floodplain	23	1,134	$10,551	$3,867	$9,379	$12,512
7	Upper Mission Creek / Big Morongo Cyn	87	3,421	$10,417	$8,213	$11,201	$12,844
8	Willow Hole	159	2,195	$22,574	$5,346	$10,052	$13,403
9	Edom Hill	29	1,229	$11,473	$10,378	$11,744	$12,206
10	Thousand Palms	129	4,470	$11,684	$2,413	$6,447	$14,773
11	West Deception Canyon	4	138	$3,799	$3,799	$4,701	$4,701
12	Indio Hills / Joshua Tree NP Linkage	3	35	$2,041	$1,720	$2,500	$2,592
13	Indio Hills Palms	0	0	--	--	--	--
14	East Indio Hills	1	36	$3,251	$3,251	$3,251	$3,251
15	Joshua Tree National Park	0	0	--	--	--	--
16	Desert Tortoise and Linkage	19	1,572	$699	$554	$560	$633
17	Mecca Hills / Orocopia Mountains	2	80	$305	$305	$305	$305
18	Dos Palmas	0	0	--	--	--	--
19	CV Stormwater Channel & Delta	21	696	$14,091	$8,135	$8,135	$10,489
20	Santa Rosa & San Jacinto Mtns	23	5,526	$2,648	$1,294	$1,878	$2,330
21	Long Canyon	2	11	$9,857	$9,857	$9,857	$9,857

[1] Parcels purchased by CVCC since 2009, inflated to 2025 dollars. Does not include donations or tax delinquency-related acquisitions.
Sources: CVCC; EPS

Figure A-2. CVCC Historical Transaction Summary by Conservation Area[19]



Sources: CVCC; EPS

Per Acre Land Values by Conservation Area

Nine of the 21 the Conservation Areas had a significant number of parcel transactions (over 5 transactions), five had no transactions, and seven had a limited number (5 or fewer) of transactions. The average per acre land value metric of these historical transactions was used as the primary source for Conservation Areas with significant sample sizes and as a guide for those with limited prior acquisitions. Other sales comparables from appraisals were reviewed for additional insights into land values and, for Conservation Areas with limited historical transactions were used to confirm, refine, or provide the per acre land value estimates depending on the information available.

In five conservation areas with minimal historical acquisitions and limited appraisal data, EPS analyzed County Assessor data from parcels that transacted in recent years. For recently transacted parcels, the assessed values are consistent with the recent sales prices and provide a good indication of market value. In two of these five Conservation Areas (Cabazon and West Deception Canyon), significant variations in assessed value per acre by parcel size were identified and incorporated into the valuation estimate.

[19] Some Conservation Areas do not appear to show percentile bands because of small and closely distributed sample sizes. Labeled number indicates the median transaction price per acre for each Conservation Area.

Table A-3 shows the estimated average per acre land value for each Conservation area and the primary data source(s) for each Conservation Area.

Table A-3. Valuation per Acre Assumptions and Sources

#	Conservation Area	2025 Valuation Assumption	Primary Source
1	Cabazon	$3,200	Prior Assessor Data
2	Stubbe & Cottonwood Canyons	$9,700	Prior Transactions
3	Snow Creek / Windy Point	$3,000	Other Sales Comparables
4	Whitewater Canyon	$4,300	Prior Assessor Data
5	Highway 111 / I-10	$5,600	Prior Transactions
6	Whitewater Floodplain	$10,600	Prior Transactions
7	Upper Mission Creek / Big Morongo Cyn	$10,400	Prior Transactions
8	Willow Hole	$22,600	Prior Transactions
9	Edom Hill	$11,500	Prior Transactions
10	Thousand Palms	$17,000	Adjusted Prior Transactions
11	West Deception Canyon	$5,600	Prior Assessor Data
12	Indio Hills / Joshua Tree NP Linkage	$2,500	Prior Transactions/ Other Sales Comparables
13	Indio Hills Palms	$2,500	Other Sales Comparables
14	East Indio Hills	$3,250	Prior Transactions
15	Joshua Tree National Park	$425	Prior Assessor Data
16	Desert Tortoise and Linkage	$1,400	Adjusted Prior Transactions
17	Mecca Hills / Orocopia Mountains	$700	Other Sales Comparables
18	Dos Palmas	$500	Prior Assessor Data
19	CV Stormwater Channel & Delta	$14,100	Prior Transactions
20	Santa Rosa & San Jacinto Mtns	$2,600	Prior Transactions
21	Long Canyon	$9,900	Prior Transactions/ Other Sales Comparables

Sources: CVCC; ParcelQuest; EPS

Primary sources of data by Conservation Areas refer to the following:

- **Prior Transactions.** In these cases, the substantial prior CVCC and partner agency transaction history was used to derive the average land value per acre.
- **Adjusted Prior Transactions.** In two cases with substantial prior transaction history, adjustments were made to the average land value per acre:
  - For Thousand Palms, a comparison of the parcel characteristics of historical acquisitions relative to future acquisitions indicated that future acquisitions would be more concentrated in the higher land value areas (for example, Thousand Palms Census Designated Place) relative to the lower value areas (for example Sky Valley area). Based on this difference, EPS made an upward adjustment in the per acre land value for Thousand Palms.
  - For the Desert Tortoise and Linkage area, more recent land transactions indicated that the overall average was low and weighted too heavily towards older, lower value acquisitions. As a result, EPS made an upward adjustment to the average per acre land value to reflect more recent and representative land transactions.

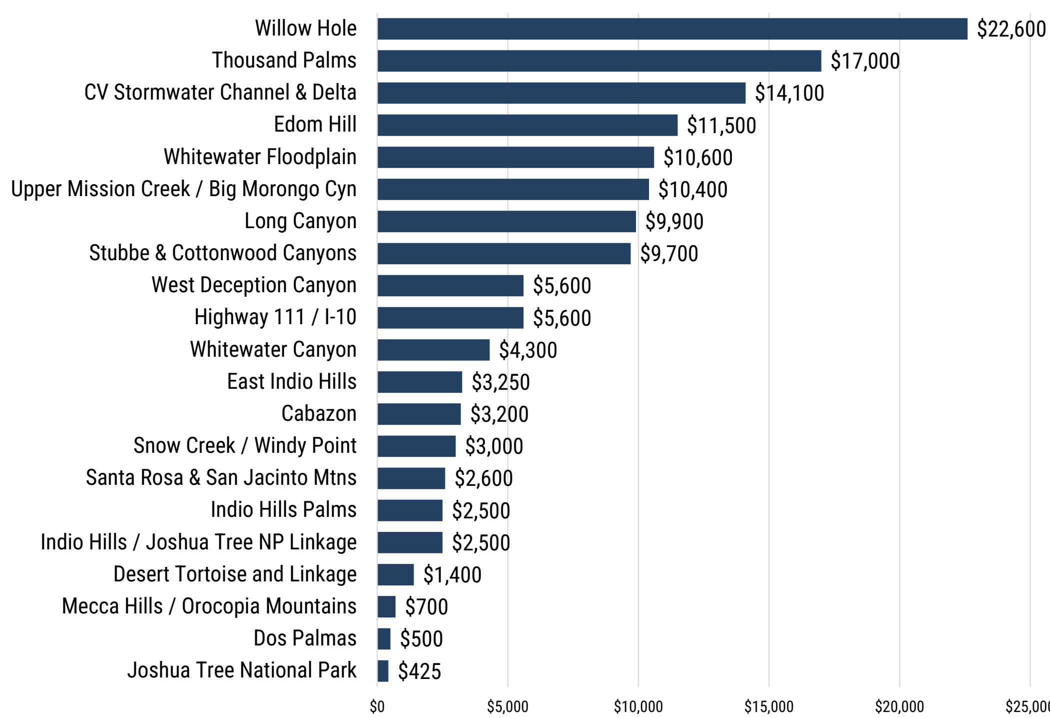
- **Prior Transactions/ Other Sales Comparables.** In some cases where the number of prior CVCC and partner agency was limited, information from other sales comparables in the appraisals confirmed the reasonableness of the average per acre land values from the prior transactions.

- **Other Sales Comparables.** In cases where prior transaction information was insufficient and additional comparable sales from CVCC-provided appraisals was available, the other sales comparables were used to provide an estimate of per acre land values.

- **Prior Assessor Data.** For five conservation areas with limited or no comparable sales data, assessor data capturing assessed value from parcels that sold since 2020 were used to estimate land values per acre. EPS found significant variation in assessed value per acre by the size of parcels in Cabazon and West Deception Canyon. Depicted valuations are aggregated valuation estimates based on applying per acre valuation estimates to parcels that are to be acquired based on their size.

Figure A-3 shows the conclusions of planning-level estimates of per acre land values by Conservation Area in 2025 dollars by value. There are ten Conservation Areas with average per acre land values in the $5,000 to $25,000 per acre range, predominantly between $9,500 and $15,000 per acre. The other 11 Conservation Areas all have estimated average per acre values of below $4,500 per acre, three of which are below $1,000 per acre.

Figure A-3 Valuation per Acre Assumptions



Sources: CVCC; ParcelQuest; EPS

Aggregate Per Acre Land Valuation Conclusions

Table A-4 shows the derivation of the aggregate per acre land value that can inform the estimates of Plan implementation costs and the updated Local Development Mitigation Fee (LDMF). As shown, combining the per acre land values by Conservation Area with the distribution of the identified available land by Conservation Area indicates an overall weighted average of $3,099 per acre in 2025 dollars ($264.6 million divided by 85,395 acres). In **Chapter 3**, this aggregate weighted average land value per acre (rounded to $3,100 per acre) is applied to the Local Permittee land acquisition requirements for the Baseline Scenario in **Chapter 3** to derive the estimated direct land acquisition cost component of the Plan implementation costs.

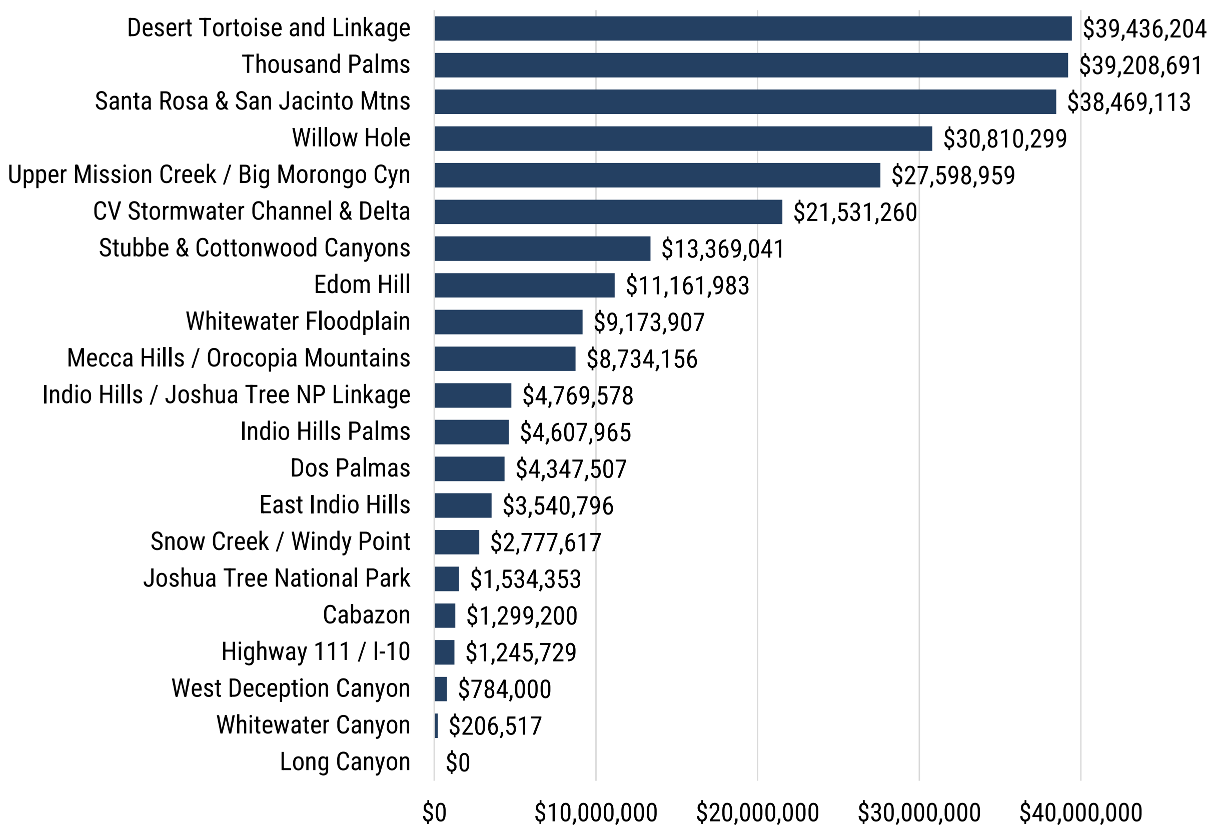
Table A-4 Total Valuation of Land Available for Acquisition

#	Conservation Area	Acres	$ / Acre Assumption	Total Estimated Value	% of Total Cost
1	Cabazon	406	$3,200	$1,299,200	0.5%
2	Stubbe & Cottonwood Canyons	1,378	$9,700	$13,369,041	5%
3	Snow Creek / Windy Point	926	$3,000	$2,777,617	1.0%
4	Whitewater Canyon	48	$4,300	$206,517	0.1%
5	Highway 111 / I-10	222	$5,600	$1,245,729	0.5%
6	Whitewater Floodplain	865	$10,600	$9,173,907	3%
7	Upper Mission Creek / Big Morongo Cyn	2,654	$10,400	$27,598,959	10%
8	Willow Hole	1,363	$22,600	$30,810,299	12%
9	Edom Hill	971	$11,500	$11,161,983	4%
10	Thousand Palms	2,306	$17,000	$39,208,691	15%
11	West Deception Canyon	140	$5,600	$784,000	0.3%
12	Indio Hills / Joshua Tree NP Linkage	1,908	$2,500	$4,769,578	2%
13	Indio Hills Palms	1,843	$2,500	$4,607,965	2%
14	East Indio Hills	1,089	$3,250	$3,540,796	1%
15	Joshua Tree National Park	3,610	$425	$1,534,353	1%
16	Desert Tortoise and Linkage	28,169	$1,400	$39,436,204	15%
17	Mecca Hills / Orocopia Mountains	12,477	$700	$8,734,156	3%
18	Dos Palmas	8,695	$500	$4,347,507	2%
19	CV Stormwater Channel & Delta	1,527	$14,100	$21,531,260	8%
20	Santa Rosa & San Jacinto Mtns	14,796	$2,600	$38,469,113	15%
21	Long Canyon	0	$9,900	$0	0%
	Total	**85,395**	**$3,099**	**$264,606,874**	**100%**

Sources: CVCC; ParcelQuest; EPS

To illustrate the relative concentration of potential land investments by Conservation Area, **Figure A-4** shows the aggregate $264.6 million value of the identified lands by Conservation Area. As shown, there is a substantial difference in the overall land acquisition cost by Conservation Area. The available acreage in eight of the Conservation Areas have aggregate land values of $10 million or greater and collectively represent $222.5 million in value, about 84% percent of the total. These Conservation Areas include two of the more remote areas with the largest available acreages as well as six areas with more modest acreages but higher land values per acre. As described in **Chapter 3**, the Local Permittee land acquisition obligation is a subset of this larger land inventory.

Figure A-4 Total Valuation of Land Available for Acquisition



Sources: CVCC; ParcelQuest; EPS

Fluvial Sand Transport Land Acquisition

As originally contemplated, the Plan assumes that about 3,230 parcels and 7,800 acres of the overall Land Permittee land conservation obligation will be protected for fluvial sand transport (FST) through land use regulation by the Local Permittees. As a result, the potential acquisition cost of this acreage was not included in the 2011 Nexus Study.

This Nexus Study considers two scenarios, one of which includes the direct acquisition of a subset of the FST parcels/ acreage. This option provides a method to bolster/ support the conservation of the required FST lands, taking pressure off the use of land use regulatory tools.

FST parcels/ acreage are located in three conservation areas: Cabazon, West Deception Canyon, and Long Canyon. EPS analysis of land values in these Conservation Areas, supported by County Assessor data, established that a larger proportion of FST parcels are smaller and have higher per acre values relative to many Conservation Areas. As a result, EPS considered a scenario where CVCC would only acquire FST parcels of at least 10 acres in size, which, on average, are significantly lower in value than the smaller FST parcels. This includes 1,560 additional acres in the Cabazon Conservation Area, 536 additional acres in West Deception Canyon, and 281 acres in Long Canyon. Together, this would represent the acquisition of 2,377 acres of FST land (about 30 percent of the total), leaving about 5,400 acres to still be protected through land use regulation. Applying the estimated per acre land values for parcels of over 10 acres in each of these Conservation Areas results in a total additional land acquisition cost of about $20,400,000, about $8,600 per acre. These additional land acquisition costs are incorporated into the estimation of implementation costs in **Chapter 3**.

Comparisons to 2011 Nexus Analysis

The 2025 land valuation estimates can be compared to those included in the 2011 Nexus Study as a point of reference (estimates exclude FST lands). **Table A-5** shows the per acre land values by Conservation Area used in the 2011 Nexus Study (2010 constant dollars) alongside the 2025 land value conclusions. As shown, the majority of per acre land values have increased. While individual per acre land values have changed, consistent with the prior analysis, the more expensive, Valley-floor Conservation Areas continue to be substantially higher than the more remote Conservation Areas. When a weighted average of 2011 Nexus Study per acre land values for all Conservation Areas is calculated based on the expected 2025 future land acquisition distribution, the result is about $2,450 per acre. This indicates a 26 percent increase in weighted average estimated land values between 2010 and 2025, an increase somewhat below the overall level of inflation over this period.

Because of the prior prioritization approach towards specific Conservation Areas, the 2011 Nexus Study included: (1) an initial focus on 21,175 acres of higher priority, higher cost land between 2011 and 2038 at an expected 2010 cost of about $9,600 per acre, and (2) a subsequent focus on the remaining 65,700 acres at an expected 2010 cost of about $1,420 per acre between 2029 and 2053. This focus/ prioritization increased the effective average per acre land acquisition cost in the 2011 Nexus Study to $3,400 per acre (2010 dollars), well above the revised 2025 per acre land value estimate even before inflation adjustments. In keeping with recent acquisition policies adopted by CVCC[20], the 2026 Nexus Study did not distinguish between “high priority” and other Conservation Areas, instead applying a single weighted average cost per acre across all 21 Conservation Areas.

[20] See CVCC-08-02, revised May 2024.

Table A-5 Comparison of 2011 Nexus Study to 2025 Land Values

#	Conservation Area	2011 Nexus Study	2025 Valuation Assumption	% Change from 2011 Nexus
1	Cabazon	$1,175	$3,200	172%
2	Stubbe & Cottonwood Canyons	$5,250	$9,700	85%
3	Snow Creek / Windy Point	$1,365	$3,000	120%
4	Whitewater Canyon	$1,081	$4,300	298%
5	Highway 111 / I-10	$7,550	$5,600	-26%
6	Whitewater Floodplain	$5,450	$10,600	94%
7	Upper Mission Creek / Big Morongo Cyn	$8,885	$10,400	17%
8	Willow Hole	$9,813	$22,600	130%
9	Edom Hill	$7,781	$11,500	48%
10	Thousand Palms	$15,700	$17,000	8%
11	West Deception Canyon	$1,343	$5,600	317%
12	Indio Hills / Joshua Tree NP Linkage	$4,325	$2,500	-42%
13	Indio Hills Palms	$1,706	$2,500	47%
14	East Indio Hills	$3,925	$3,250	-17%
15	Joshua Tree National Park	$419	$425	1%
16	Desert Tortoise and Linkage	$906	$1,400	55%
17	Mecca Hills / Orocopia Mountains	$644	$700	9%
18	Dos Palmas	$603	$500	-17%
19	CV Stormwater Channel & Delta	$9,688	$14,100	46%
20	Santa Rosa & San Jacinto Mtns	$2,875	$2,600	-10%
21	Long Canyon	N/A	$9,900	N/A

Sources: 2010 Land Valuation; 2011 Nexus Study; CVCC; ParcelQuest; EPS

Appendix B:
Capital Improvement Plan

Table B-1 Fee Program Capital Improvement Plan

Reserve Management Units [1,2,3,4,5,6]	Conservation Acres	Net Costs Total Term (Years 17-75)	Net Costs Years 17-60	Net Costs Years 61-75
Unit 1	14,068	$229,489,084	$201,333,298	$28,155,787
Unit 2	3,151	$2,338,806	$2,051,860	$286,946
Unit 3	35,471	$73,425,822	$64,417,281	$9,008,541
Unit 4	7,588	$6,626,881	$5,813,836	$813,045
Unit 5	1,333	$32,819,984	$28,793,333	$4,026,651
Unit 6	12,912	$58,638,263	$51,443,993	$7,194,270
Total	**74,523**	**$403,338,840**	**$353,853,601**	**$49,485,240**

[1] Unit 1 consists of the following Conservation Areas: Cabazon, Stubbe and Cottonwood Canyons, Whitewater Canyon, Snow Creek/Windy Point, Highway 111/I-10, Whitewater Floodplain, Upper Mission Creek/Big Morongo Canyon, Willow Hole, Long Canyon, Edom Hill, Thousand Palms, West Deception Canyon, Indio Hills/Joshua Tree National Park Linkage, Indio Hills Palms, and East Indio Hills.
[2] Unit 2 consists of the Joshua Tree National Park Conservation Area.
[3] Unit 3 consists of the following Conservation Areas: Desert Tortoise and Linkage, and Mecca Hills/Orocopia Mountains.
[4] Unit 4 consists of the Dos Palmas Conservation Area.
[5] Unit 5 consists of the Coachella Valley Stormwater Channel and Delta Conservation Area.
[6] Unit 6 consists of the Santa Rosa and San Jacinto Mountains Conservation Area.

Source: CVCC: Economic & Planning Systems

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF [ ] TO AMEND CHAPTER [ ], SECTIONS [ ] OF THE MUNICIPAL CODE CONCERNING THE LOCAL DEVELOPMENT MITIGATION FEE FOR FUNDING THE PRESERVATION OF NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

WHEREAS, the City Council of the City of [ ] ("City") finds that the ecosystems of the City, the Coachella Valley and surrounding mountains located in central Riverside County, and the vegetation communities and sensitive species they support are fragile, irreplaceable resources that are vital to the general welfare of all residents;

WHEREAS, these vegetation communities and natural areas contain habitat value which contributes to the City's and the region's environmental resources;

WHEREAS, special protections and conservation goals for these vegetation communities and natural areas have been established to prevent future endangerment of the plant and animal species that are dependent upon them, all as more specifically set out in the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan ("MSHCP");

WHEREAS, the MSHCP was adopted by the City Council on October ____, 2007, and the associated Implementing Agreement was executed by the City Council on October ___, 2007, to preserve the ability of affected property owners to make reasonable use of their land consistent with the requirements of applicable laws, which could include the National Environmental Policy Act ("NEPA"), the California Environmental Quality Act ("CEQA"), the Federal Endangered Species Act ("FESA"), the California Endangered Species Act ("CESA") and the California Natural Community Conservation Planning Act ("NCCP Act");

WHEREAS, in order to further the purposes of the MSHCP, the City previously established a Local Development Mitigation Fee to assist in the maintenance of biological diversity and the natural ecosystem processes that support this diversity; the protection of vegetation communities and natural areas within the City, Coachella Valley and surrounding mountains located in central Riverside County which are known to support threatened, endangered or key sensitive populations of plant and wildlife species; the maintenance of economic development within the City by providing a streamlined regulatory process from which development can proceed in an orderly process; and the protection of the existing character of the City and the region through the implementation of a system of reserves which will provide for permanent open space, community edges and habitat conservation for species covered by the MSHCP;

WHEREAS, the findings and studies upon which the Local Development Mitigation Fee was originally based, including the estimated acquisition costs for such property, conservation of those properties in perpetuity as required under the MSHCP and the growth projections for new development have now been updated to reflect the current market conditions, as set forth in the mitigation fee nexus report dated [ ] that was prepared at the direction of the Coachella Valley Conservation Commission ("Commission"), a copy of which is on file in the City Clerk's office;

WHEREAS, pursuant to Article 11, Section 7 of the California Constitution, the City is authorized to enact measures that protect the health, safety and welfare of its citizens;

WHEREAS, pursuant to the Mitigation Fee Act, Government Code sections 66000 et seq., the City is empowered to impose and modify fees and other exactions to provide funding of public facilities in the form of acquired habitat land preserved as a community amenity, and the public services required for conservation of this land in perpetuity in order to mitigate the effect of new development projects; and

WHEREAS, all environmental impacts associated with the acquisition and conservation of lands were fully and thoroughly analyzed within the Environmental Impact Report/Environmental Impact Statement prepared and certified for the MSHCP, and the City Council made all appropriate environmental findings at the time that the MSHCP and the associated Implementing Agreement were approved on October ___ 2007. Accordingly, and pursuant to Public Resources Code section 21166 and State CEQA Guidelines section 15162, no further environmental analysis is required.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF [ ] DOES ORDAIN AS FOLLOWS:

Ordinance No. ____ and Chapter ___, Section(s) __ of the _______City Code is hereby amended in its entirety to read as follows:

SECTION 1. SHORT TITLE. This ordinance shall be known as the "Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan Mitigation Fee Ordinance."

SECTION 2. FINDINGS. City Council finds and determines as follows:

A. In order to realize the goals and objectives of the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan ("MSHCP") and to mitigate the impacts caused by new development in the City, lands supporting species covered by the MSHCP must be acquired, monitored and managed in order to achieve habitat conservation in perpetuity.

B. The Local Development Mitigation Fee (the "Fee") is necessary in order to supplement the financing of the acquisition of lands supporting species covered by the MSHCP and related public services, and to pay for new development's fair share of the cost of acquisition and perpetual conservation.

C. The appropriate source of funding for the costs associated with mitigating the impacts of new development to the natural ecosystems and covered species within the City, as identified in the MSHCP, is a fee paid for by residential, commercial and industrial development. The amount of the Fee is determined by the nature and extent of the impacts from the development to the identified natural ecosystems and the relative cost of mitigating such impacts.

D. The Fee does not reflect the entire cost of the lands which need to be acquired and perpetually conserved in order to implement the MSHCP and mitigate the impact caused by new development. Additional revenues will be required from other sources. The City finds that the benefit to each development project is greater than the amount of the Fee to be paid by that project.

E. The use of the Fee is apportioned relative to the type and extent of impacts caused by the development.

F. The costs of funding the proper mitigation for natural ecosystems and covered species identified in the MSHCP which are impacted by new development are apportioned relative to the type and extent of impacts caused by the development.

G. The facts and evidence provided to and considered by the City Council establish that there is a reasonable relationship between the need for acquiring and conserving in perpetuity the natural ecosystems and covered species identified in the MSHCP, and the impacts to such natural ecosystems and species created by the types of development on which the Fee will be imposed; and that there is a reasonable relationship between the Fee's use and the types of development for which the Fee is charged. This reasonable relationship is described in more detail in the mitigation fee nexus report.

H. The fees collected pursuant to this Ordinance are reasonable and will not exceed the estimated total cost of the acquisition and perpetual conservation of the lands necessary to protect natural ecosystems and covered species, the plan and schedules for which are set forth in the MSHCP. Conservation of the land shall require monitoring and management beyond the life of the MSHCP permit.

I. The Fee shall be used to finance the acquisition and perpetual conservation of lands and certain improvements necessary to implement the goals and objectives of the MSHCP

SECTION 3. ADMINISTRATIVE RESPONSIBILITY. The __________ of the City shall be responsible for the implementation of this Ordinance. CVCC will be Administrator of this Ordinance. CVCC is hereby authorized to receive all fees generated from the Local Development Mitigation Fee within the City, and to invest, account for, and expend such fees in accordance with the provisions of the MSHCP, MSHCP Implementing Ordinance, this Ordinance, and when adopted, the LDMF Handbook. The detailed administrative procedures concerning the implementation of this Ordinance shall be contained in the MSHCP Mitigation Fee Implementation Manual, when adopted, and as may be amended from time to time.

SECTION 4. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings:

"Certificate of Occupancy" means a certificate of occupancy issued by the City in accordance with all applicable ordinances, regulations, and rules of the City and state law.

"City" means the City of [ ], California.

"City Council" means the City Council of the City of [ ], California.

"Commission" means the Coachella Valley Conservation Commission, the governing body established pursuant to the MSHCP that is delegated the authority to oversee and implement the provisions of the MSHCP.

"Conservation" means all the actions necessary for the permanent protection of species, natural communities and habitat land as required of the Coachella Valley Conservation Commission under the MSHCP including land acquisition, land management, biological monitoring, law enforcement and administration.

"Conservation Areas" has the same meaning and intent as such term is defined and utilized in the MSHCP.

"Credit" means a credit allowed pursuant to Section 12 of this Ordinance, which may be applied against the Fee paid.

"Fee" means the Local Development Mitigation Fee adopted pursuant to the Mitigation Fee Act, Gov. Code section 66000 et seq..

"Final Inspection" means a final inspection of a project as defined by the building codes of the City.

"Gross Acreage" means the total property area as shown on a land division map of record, or described through a recorded legal description of the property. This area shall be bounded by road right-of-way and/or legal property lines.

"Local Development Mitigation Fee" or "Fee" means the development impact fee imposed pursuant to the provisions of this Ordinance.

"Multiple Species Habitat Conservation Plan" or "MSHCP" means the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan, adopted by the City Council on October _____, 2007.

"Ordinance" means this Ordinance No. ____ of the City of [ ], California.

"Project" means any project undertaken pursuant to the issuance of a building permit or any other approval, ministerial or discretionary development permit, by the City as required by the applicable ordinances, regulations, and rules of the City and state law. Projects undertaken by or on behalf of the City are subject to the Fee.

"Project Area" means the area, measured in acres, from the adjacent road right-of-way line to the limits of project improvements. Project Area includes all project improvements and areas that are disturbed as a result of the project improvements on an owner's Gross Acreage, including all areas depicted on the forms required to be submitted to the City pursuant to this Ordinance and/or other applicable development ordinance or regulation of the City.

"Residential Unit" means a building or portion thereof used by one family and containing but one kitchen, which unit is designed or occupied for residential purposes, including a single-family dwelling, a unit within a multiple-family dwelling, and mobile homes on permanent foundations, but not including hotels and motels.

"Revenue" or "Revenues" means any funds received by the City on behalf of the Commission pursuant to the provisions of this Ordinance for the purpose of defraying all or a portion of the cost of acquiring and perpetually conserving vegetation communities and natural areas within the City and the region which are known to support threatened, endangered or key sensitive populations of plant and wildlife species.

SECTION 5. LOCAL DEVELOPMENT MITIGATION FEE.

A. Adoption of Local Development Mitigation Fee Schedule. The City Council shall adopt an applicable Local Development Mitigation Fee Schedule provided by the Commission through a separate resolution, which may be amended from time to time.

B. Project Mitigation. The City is required to mitigate impacts of Projects pursuant to the MSCHP and the associated Implementing Agreement. The method for mitigating Projects will be set forth in the LDMF Handbook, when adopted.

C. Periodic Fee Adjustment. The Local Development Mitigation Fee schedule set forth in the fee resolution referenced above may be periodically reviewed and the amounts adjusted in compliance with the Mitigation Fee Act, Gov. Code section 66000 et seq., and without further revisions to this Ordinance.

D. Automatic Annual Fee Adjustment. The Fee established by this Ordinance shall be revised annually by means of an automatic adjustment at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the Consumer Price Index for “All Urban Consumers” in the Riverside-San Bernardino-Ontario Metropolitan Statistical Area, measured as of the month of January in the calendar year which ends in the previous fiscal year. The first Fee adjustment shall not be made prior to a minimum of ten (10) months subsequent to the effective date of this Ordinance.

SECTION 6. IMPOSITION OF THE LOCAL DEVELOPMENT MITIGATION FEE. The Fee shall be paid at the time of the issuance of a building permit for the Project Notwithstanding any other provision of the City’s Municipal Code, no permit shall be issued for any Project except upon the condition that the Fee applicable to such Project has been paid in accordance with the provisions of this Ordinance. The amount of the Fee shall be calculated in accordance with the LDMF Handbook, when adopted.

SECTION 7. PAYMENT OF LOCAL DEVELOPMENT MITIGATION FEE.

A. The Fee shall be paid in full in accordance with applicable law.

B. In no event shall a final inspection be made or a certificate of occupancy be issued prior to full payment of the Fee.

C. The Fee required to be paid under this Ordinance shall be the Fee in effect at the time of payment.

D. Notwithstanding anything in the City's Municipal Code, or any other written documentation to the contrary, the Fee shall be paid whether or not the Project is subject to conditions of approval by the City.

E. If all or part of the Project is sold prior to payment of the Fee, the Project shall continue to be subject to the requirement to pay the Fee as provided herein.

SECTION 8. REFUNDS. There shall be no refund of all or part of any Fee paid under this Ordinance, except in cases of overpayment or miscalculation of the applicable Fee, or expired building permit. Refunds shall be requested pursuant to the process described in the LDMF Handbook, when adopted.

SECTION 9. ACCOUNTING AND DISBURSEMENT OF COLLECTED LOCAL DEVELOPMENT MITIGATION FEES.

A. Subject to the provisions of this section, all Fees collected pursuant to this Ordinance shall be collected, administered and remitted for deposit into the account established therefor, to the Commission in compliance with all applicable policies and procedures of the Commission monthly. The Fees will be expended solely for the purpose of Conservation of the vegetation communities and natural areas within the City and the region which support species covered in the MSHCP in accordance with the plan and schedules set out in the MSHCP and the policies that have or may be adopted pursuant thereto.

B. The City may impose an administrative fee in an amount computed to cover the cost to the City of processing the LDMF. The City shall establish such a fee in accordance with the City's procedures for establishing service related fees. The administrative fee authorized by this section shall be in addition to the fee imposed under Section 6. The administrative fee, when collected, shall be retained by the City to recover its costs.

SECTION 11. EXEMPTIONS. The following types of construction shall be exempt from the provisions of this Ordinance. Additional details regarding these exemptions may be found in the LDMF Handbook, when adopted.

A. Reconstruction of a residential unit or commercial or industrial building damaged or destroyed by fire or other natural causes, as long as building permits are issued within one year of the damage, unless such reconstruction increases the Project Area.

B. Rehabilitation or remodeling to an existing residential unit, commercial or industrial building, and additions to an existing residential unit or commercial or industrial building, unless such additions increase the Project Area.

C. A second Residential Unit, constructed on residential property previously developed with a single-family dwelling, and meeting all state and City requirements for such units.

D. Existing improvements that are converted from an existing permitted use to a different permitted use, unless such conversions increase the Project Area or the conversion results in a more intensive land use.

E. Projects for which the City is restrained by law from collecting the Fee due to a Development Agreement or vested tentative map entered into with or issued by the City prior to October 1, 2008.

F. Additional single family residential units located on the same parcel pursuant to the provisions of any agricultural zoning classifications set forth in ___________.

SECTION 12. FEE CREDITS. The City may grant to owners or developers of real property, a Credit against the Fee that would otherwise be charged pursuant to this Ordinance, for the dedication of land within a MSHCP Conservation Area. Additional procedures may be set forth in the LDMF Handbook, when adopted.

SECTION 13. APPEAL PROCEDURES. Any developer, who, because of the nature or type of uses proposed for a development project, contends that the application of the LDMF is unconstitutional or unrelated to mitigating the burdens of the development, may file a written appeal pursuant to section 66020 of the California Government Code with the City within ninety (90) days after imposition of the LDMF as a condition of approval. The appeal shall be heard by the Commission in accordance with the Commission's established policies and procedures for conducting such matters. The decision of the Commission shall be final. Nothing in this section is intended to conflict or otherwise change the procedures set forth in 66020 of the California Government Code for legally protesting or challenging the imposition of the LDMF. Additional procedures may be set forth in the LDMF Handbook, when adopted.

SECTION 14. SEVERABILITY. This Ordinance and the various parts, sections, and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby. If any part, sentence, paragraph, section, or clause of this Ordinance, or its application to any person entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section, or clause of this Ordinance, or person or entity; and shall not affect or impair any of the remaining provision, parts, sentences, paragraphs, sections, or clauses of this Ordinance, or its application to other persons or entities. The City Council hereby declares that this Ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section, or clause of this Ordinance not been included herein; or had such person or entity been expressly exempted from the application of this Ordinance.

SECTION 14. EFFECTIVE DATE. This Ordinance shall take effect sixty (60) days after the date of its adoption.

SECTION 15. REPEALED. Ordinance __ is hereby repealed on the effective date hereof and all prior Ordinances adopting the Local Development Mitigation Fee are hereby repealed to the extent that they are inconsistent with the provisions of this Ordinance.

PASSED, APPROVED, AND ADOPTED, this _____ day of _____________ 2026 by the following:

____
Mayor

ATTEST:

____
City Clerk

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF _________________ ADOPTING THE LOCAL DEVELOPMENT MITIGATION FEE SCHEDULE APPLICABLE TO NEW DEVELOPMENT WITHIN THE [INSERT CITY NAME]

WHEREAS, the City Council of the City of **[INSERT NAME OF CITY]** ("City") finds that the ecosystems of the City, Coachella Valley and surrounding mountains located in central Riverside County, and the vegetation communities and sensitive species they support are fragile, irreplaceable resources that are vital to the general welfare of all residents; and

WHEREAS, these vegetation communities and natural areas contain habitat value which contributes to the City's and the region's environmental resources; and

WHEREAS, special protections for these vegetation communities and natural areas must be established, maintained and perpetually preserved to prevent future endangerment of the plant and animal species that are dependent upon them; and

WHEREAS, adoption and implementation of Ordinance _________(the "Ordinance") and this Resolution will help to enable the City to achieve the habitat conservation goals set forth in the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan ("MSHCP"), adopted by the City Council on October _____, 2007, to implement the associated Implementing Agreement executed by the City Council on October ____, 2007, and to preserve the ability of affected property owners to make reasonable use of their land consistent with the requirements of applicable laws, which could include the National Environmental Policy Act ("NEPA"), the California Environmental Quality Act ("CEQA"), the Federal Endangered Species Act ("FESA"), the California Endangered Species Act ("CESA") and the California Natural Community Conservation Planning Act ("NCCP Act"); and

WHEREAS, the purpose and intent of the Ordinance and this Resolution is to amend the previously established Local Development Mitigation Fee to establish a new portion of the fee dedicated to the conservation of those properties in perpetuity in order to protect the biological diversity and the natural ecosystem processes that support this diversity; the protection of vegetation communities and natural areas within the City, Coachella Valley and surrounding mountains located in central Riverside County which are known to support threatened, endangered or key sensitive populations of plant and wildlife species; the maintenance of economic development within the City by providing a streamlined regulatory process from which development can proceed in an orderly process; and the protection of the existing character of the City and the region through the implementation of a system of reserves which will provide for permanent open space, community edges and habitat conservation for species covered by the MSHCP; and

WHEREAS, as a Member Agency of Coachella Valley Conservation Commission ("CVCC"), the City participated in the preparation of a new "Local Development Mitigation Fee Nexus Report", dated __________, 2010 ("Nexus Report") prepared pursuant to California Government Code, Section 66000 et seq., the Mitigation Fee Act; and

WHEREAS, the City has reviewed the new Nexus Report, and hereby finds that future development within the City will substantially adversely affect the natural ecosystems and covered species within the City, as identified in the MSHCP, and that unless such development contributes to the cost of acquiring land and preserving these natural ecosystems and covered species, the conservation goals of the MSHCP will not be met; and

WHEREAS, the City finds that the Nexus Report proposes a fair and equitable method for distributing a portion of the cost of implementing the MSHCP and mitigate the impact, including the costs of preservation, caused by new development; and

WHEREAS, pursuant to the Mitigation Fee Act, the City Council adopts the Nexus Report, a copy of which is on file in the City Clerk's office, and the findings contained therein which provide additional support for the fees adopted by this Resolution; and

WHEREAS, in addition to the foregoing, the City Council hereby adopts in their entirety the findings contained in Section 2 of the Ordinance and any fees adopted by this Resolution shall be based on these findings; and

WHEREAS, section 5.A. of the 2026 Local Development Mitigation Fee Ordinance authorizes the City to adopt an applicable Local Development Mitigation Fee schedule by resolution; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the 2026 Nexus Report; and

WHEREAS, pursuant to Government Code sections 66016, 66017 and 66018, the City has: (a) made available to the public, at least ten (10) days prior to its public hearing, data indicating the estimated cost required to provide the facilities and infrastructure for which these development fees are levied and the revenue sources anticipated to provide those facilities and infrastructure; (b) mailed notice at least fourteen (14) days prior to this meeting to all interested parties that have requested notice of new or increased development fees; and (c) held a duly noticed, regularly scheduled public hearing at which oral and written testimony was received regarding the proposed fees.

NOW, THEREFORE, the City Council of the City of **[INSERT CITY NAME]** does hereby resolve as follows:

Section 1. Repealed. Resolution __ is hereby repealed on the effective date hereof and all prior Resolutions adopting the Local Development Mitigation Fee are hereby repealed to the extent that they are inconsistent with the provisions of this Resolution.

Section 2. Findings. The recitals set forth above are hereby adopted as findings in support of this Resolution. The findings contained in both the Nexus Report and Section 2 of the Ordinance are also adopted herein as findings in support of this Resolution.

Section 3. Adoption of 2026 Nexus Study. The City Council hereby adopts the 2026 Nexus Report.

Section 4. Definitions. The terms of this Resolution shall have the same meaning ascribed to them in Section 4 of Ordinance No. _______.

Section 5. Fee Schedule. There is hereby adopted the following fee schedule for the Local Development Mitigation Fee:

(1) Residential, density less than 8.0 dwelling units per acre - $2,884 per dwelling unit

(2) Residential, density between 8.1 and 14.0 dwelling units per acre - $1,632 per dwelling unit

(3) Residential, density greater than 14.1 dwelling units per acre - $644 per dwelling unit

(4) Non-Residential/Commercial - $16,084 per acre

(5) Industrial - $16,084 per acre

Section 6. Collection Fee Schedule [OPTIONAL]. The City may also add an additional cost to the Local Development Mitigation Fee schedule to cover the costs of collecting and remitting the fees from project proponents.

[INSERT FEE SCHEDULE HERE]

Section 7: Periodic Fee Adjustment. The Local Development Mitigation Fee schedule set forth above may be periodically reviewed and the amounts adjusted as set forth in the LDMF Handbook adopted pursuant to the Local Development Mitigation Fee Ordinance.

Section 8. Automatic Annual Fee Adjustment. In addition to the Periodic Fee Adjustment mentioned above, CVCC shall provide the City with an automatic annual fee adjustment for the Local Development Mitigation Fee established by this Resolution as set forth in the LDMF Handbook adopted pursuant to the Local Development Mitigation Fee Ordinance.

Section 9. CEQA Findings. The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3) and Public Resources Code section 21166.

Section 10. Severability. This Resolution and the various parts, sections, and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid, the remainder of this Resolution shall not be affected thereby. If any part, sentence, paragraph, section, or clause of this Resolution, or its application to any person entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section, or clause of this Resolution, or person or entity; and shall not affect or impair any of the remaining provision, parts, sentences, paragraphs, sections, or clauses of this Resolution, or its application to other persons or entities. The City Council hereby declares that this Resolution would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section, or clause of this Resolution not been included herein; or had such person or entity been expressly exempted from the application of this Resolution.

If the fees collected for the conservation of the land, including the monitoring and management thereof, are later adjudged by a final unappealable judgment of a court of competent jurisdiction to be unconstitutional or invalid, the prior Local Development Mitigation Fee adopted under the prior Local Development Mitigation Fee Nexus Study on January 15, 2007 and the corresponding Ordinance No. __, and Resolution ___ shall each be revived and shall continue for the life of the MSHCP.

Section 11. Effective Date. ___________, 2026, however**,** in no event shall this Resolution take effect prior to sixty (60) days after the date of its adoption.

ADOPTED this_____ day of ___________ 2026.

By:___________________________________
Mayor, City of [INSERT CITY NAME]

ATTEST:

[NAME OF CITY CLERK]
CITY CLERK

By:__________________________

desert valleys builders association

August 7, 2026

Coachella Valley Conservation Commission
Peter Satin, Conservation Program Manager
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

RE: Coachella Valley MSHCP/2026 Nexus Study Update

Dear Mr. Satin,

Thank you for providing the Desert Valleys Builders Association the opportunity to review the Updated 2026 Nexus Study for the Coachella Valley Multiple Species Habitat Conservation Plan, Local Development Mitigation Fee.

We understand and have supported the purpose of the CVMSHCP and the LDMF since before its initial drafts, while working under our previous non-profit iteration. We have also reviewed the previous update. Not surprisingly the current proposed update causes the DVBA concern.

As proposed, the study fails to meet the legislated requirements of the Mitigation Fee Act.

1. The addition of Fluvial Fan acreage for purchase as habitat is a new "need."
    - As reinforced by AB 602 this study needs to establish the shared responsibility and cost to the existing population to support the preservation of the Fluvial Fans.
    - Any additional costs must be shared between the existing population's developed lands and the calculated future development lands.
        - What changed that Fluvial Fan acreage now needs to be purchased?
        - We wonder if these areas are developable in the first place
        - Don't State or Federal water regulations already make it nearly impossible to develop these areas

2. The appraised values of the new study have no relevance to the true costs of habitat land.
    - The value of habitat land shall only be based on past expressed values through the sale of like properties

550 Oleander Road • Palm Springs, CA • 92264
(760) 776-7001 office • (760) 776-7002 fax
www.TheDVBA.org

desert valleys builders association

- In property sales there may be both low and high spikes in price
    - There is a 17-year history of sales, while most fee study evaluations only look at the most recent past 5 years
    - Either is an appropriate basis to establish property valuation
    - These "professionally" appraised valuations have no relevance to actual sales for land preservation

3. The annual habitat conservation goals are limited by "willing sellers" of desirable habitat properties.
    - The Plan's success should not be unfairly judged by limited sellers
    - Page 6 has correctly stated that "without development, there would be no need to acquire and protect additional habitat"
    - In this vane, there is no "nexus" to charge extra fees for land that is not developed or developed slower than desired per the plan

Based on these three scenarios, and details that could take up numerous pages, the Coachella Valley Multiple Species Habitat Conservation Plan, Local Development Mitigation Fee Nexus Study Update lacks the necessary "nexus" requirements of the Mitigation Fee Act, and Federal case laws, Nollan, Dolan, and Sheetz. Any update to be adopted by the Coachella Valley Conservation Commission should re-evaluate the assertions of this proposed update. No "nexus" has been established to support nearly doubling the existing fee. Showing the higher costs in other regions does not support a "nexus" either.

The Desert Valleys Builders Association cannot support the adoption of this Plan Update.

Respectfully,

James Brownyard
Executive Officer

550 Oleander Road • Palm Springs, CA • 92264
(760) 776-7001 office • (760) 776-7002 fax
www.TheDVBA.org

United States Department of the Interior
U.S. FISH AND WILDLIFE SERVICE
Ecological Services

Palm Springs
Fish and Wildlife Office
777 E. Tahquitz Canyon Way, Ste. 208
Palm Springs, California 92262

Southern Nevada
Fish and Wildlife Office
4701 North Torrey Pines Drive
Las Vegas, Nevada 89130-2301

In Reply Refer To:
2026-0133789-HCP-TA-ERV

August 19, 2026
Sent Electronically

Peter Satin
Assistant Director of Conservation
Coachella Valley Conservation Commission
74-199 El Paseo
Palm Desert, California 92260
psatin@cvag.org

Subject: Comments on the Coachella Valley Conservation Commission's Updated 2026 Nexus Study

Dear Peter Satin:

The U.S. Fish and Wildlife Service (Service) received the Coachella Valley Conservation Commission (CVCC)'s Updated 2026 Nexus Study on July 24, 2026, which assessed changes to the Local Development Mitigation Fee (LDMF) schedule and land acquisition time frame for the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). Specifically, the 2026 Nexus Study proposes two scenarios that 1) would adjust the land acquisition time frame to the end of the CVMSHCP permit term, Plan Year 75, and 2) would require additional land acquisition to support fluvial sand transport in the Plan Area. On August 7, 2026, we received additional information from CVCC proposing scenarios for completing land acquisition by Plan Year 60. Below are the Service's high-level concerns regarding the 2026 Nexus Study.

The CVMSHCP states that the acquisition program was proposed to be completed in 30 years "to minimize costs and potential land use conflicts" (Section 5.1.2.1). Potential conflicts, including those related to land use, would be able to be resolved in the remaining 45 years of the Permit term. The Service is concerned that an extension of the acquisition program time frame may result in conflicts at the end of the Permit term, without sufficient time for the conflicts to be resolved before expiration of the Permits without recourse. Further, we are concerned that this will impact the Permittees' ability to complete the Reserve Assembly as intended, causing long-term impacts to the Plan's required Conservation Objectives. Additionally, the CVMSHCP describes loans from the Endowment Fund to the acquisition program during the anticipated 30-year acquisition period, which were to accrue interest and be paid after completion of land acquisition, by Plan Year 50. The Service is unsure of the status of the Endowment Fund and the described loans. The Service requests that the CVCC explain how the scenarios described in the 2026 Nexus Study will address the temporal loss for achieving the required Conservation Objectives and the period for the Endowment Fund (and associated interest) to grow.

Section 5.2.2.2 of the CVMSHCP discusses options should a need for additional funding be projected based upon increases in cost that exceed revenue from the existing funding sources. The Service understands that costs have not significantly increased, and land value has remained fairly stable throughout Permit implementation thus far. The rate of development within the Plan area has been lower than the Plan anticipated; however, revenue from the LDMF fee is less than anticipated. In addition, the 2011 Nexus Study allocated LDMF revenue to more sources than originally anticipated by the Plan, contributing to the need for additional funding. The information CVCC provided on August 7, 2026, also includes a proposal to allocate a portion of the LDMF fee to the Endowment Fund upon implementation of the Updated 2026 Nexus Study. Although this would ensure that payment to the Endowment Fund commences prior to completion of the land acquisition period, it may further contribute to the need for additional funding due to the distribution of LDMF revenue to an additional source. Section 5.2.2.2 goes on to describe that new funding sources may be identified to supplement existing funding. It does not appear that new funding sources were explored in the 2011 or 2026 Nexus Studies. Further, Section 5.2.2.4 of the CVMSHCP addresses the potential for the unavailability of the Eagle Mountain Environmental Mitigation Trust Fund as a funding source and provides a list of alternative funding sources that may be considered in the case of its unavailability. Specifically, the Plan states that "the CVCC has four years or more to explore these and other potential funding sources should it become clear that Environmental Mitigation Trust Fund revenues would not be available." The 2011 Nexus Study later removed the Eagle Mountain Environmental Mitigation Trust Fund as a funding source for the CVMSHCP; however, The Service is not aware of any alternative funding sources that were contemplated by CVCC after the removal of this funding source. Consistent with the CVMSHCP, it is necessary that other funding sources are identified and evaluated prior to proposing another adjustment to the existing funding sources or an extension of the acquisition time frame.

Lastly, the 2026 Nexus Study states that recent changes to State law require nexus study updates at least every eight years per the Mitigation Fee Act, which appears to have prompted the 2026 Nexus Study. However, the CVMSHCP requires CVCC to update the Nexus Study at least every five years or more, if deemed necessary (Section 5.1.2.1). The last nexus study was adopted in 2011, which is less frequent than anticipated in the CVMSHCP. In addition, Section 5.2.2 of the CVMSHCP states that CVCC and the Service will annually evaluate the adequacy of funding mechanisms and, if funding deficiencies are identified, the Service and Permittees to the Plan will develop strategies to address additional funding needs. The Service has not been involved in an annual evaluation of the Plan's funding mechanisms. We request coordination with CVCC and the Permittees on Nexus Study evaluations moving forward so that deficiencies in funding mechanisms, such as those described in the 2026 Nexus Study, can be addressed proactively, consistent with the CVMSHCP.

Currently, the Service does not support moving forward with any changes to the existing funding sources or the land acquisition time frame. The Service proposes to further discuss these concerns with CVCC so that we can identify strategies, consistent with the CVMSHCP, to address funding deficiencies.

We appreciate the opportunity to provide comments on the 2026 Nexus Study. If you have any questions regarding these comments, please contact Lory Salazar-Velasquez.[1]

Sincerely,

BRIAN CROFT

Digitally signed by BRIAN CROFT
Date: 2026.08.19 14:10:04 -07'00'

Brian Croft
Field Supervisor

ec:

Heather Brashear, CDFW, Senior Environmental Scientist Supervisor, heather.brashear@wildlife.ca.gov

Jacob Skaggs, CDFW, Senior Environmental Scientist Specialist, jacob.skaggs@wildlife.ca.gov

Kathleen Brundige, CVCC, Director of Conservation, kbrundige@cvag.org

Tom Kirk, CVCC, Executive Director, tkirk@cvag.org

[1] lory_salazar-velasquez@fws.gov.

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE

GAVIN NEWSOM, Governor
MEGHAN HERTEL, Director

P.O. Box 944209
Sacramento, CA 94244-2090
wildlife.ca.gov

August 19, 2026

Peter Satin
Assistant Director of Conservation
Coachella Valley Conservation Commission
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

Subject: CDFW Comments on 2026 Nexus Study

Dear Peter Satin:

The California Department of Fish and Wildlife (CDFW) received a draft Local Development Mitigation Fee (LDMF) Nexus Study for the Coachella Valley Multiple Species Habitat Conservation Plan and Natural Community Conservation Plan (CVMSHCP or Plan) from the Coachella Valley Conservation Commission (CVCC) on July 24, 2026. It is CDFW's understanding that CVCC intends to present the study to its finance committee on August 27, 2026, and potentially to the CVCC Commission in September 2026. CDFW appreciates the opportunity to comment on the study. Our initial comments and concerns are set forth below.

Both the Plan approved by CDFW and the associated Natural Community Conservation Plan Permit issued by CDFW[1] rely on a land acquisition period of 30 years to ensure that the Plan will be sufficiently funded, Permittee obligations related to conservation will be met, and land use conflicts will be avoided.[2] Based on a Nexus Study prepared in 2011, CVCC extended the Plan's land acquisition period by 50%, to 45 years, and revised the funding structure to allow the LDMF to cover costs (e.g., management and monitoring costs) that the Plan intended would be covered by another funding source (the Eagle Mountain Landfill). The 2026 Nexus Study proposes further extending the acquisition period to 60 or 75 years in

[1] Findings of Fact under the California Environmental Quality Act and the Natural Community Conservation Planning Act and Natural Community Conservation Plan Permit (2835-2008-001-06) for the Coachella Valley Natural Community Conservation Plan, August 2008.
[2] CVMSHCP section 5.1.2.1.

order to reduce the LDMF amount and encourage development. Neither the 2011 nor 2026 Nexus Study explores other funding sources or alternate ways to cover the aforementioned responses while reducing the LDMF amount, as is anticipated by Sections 5.2.2.2 and 5.2.2.4 of the Plan.

CDFW does not have enough information to support CVCC's proposals to extend the Plan's land acquisition period to 60 or 75 years. Extending the land acquisition period by 100-150% (as compared to the original 30-year period) would leave less time prior to the anticipated end of the NCCP Permit term for: acquisition of the Reserve Assembly lands; completion of the Plan's Conservation Objections; and growth of the endowment. It could also increase land use conflicts (e.g., competing pressure from development) and result in temporal loss from a conservation perspective.

In general, CDFW is concerned that CVCC's proposal(s) could deviate from the assumptions and analysis underlying the Plan and NCCP Permit so much that it could jeopardize CDFW's statutory findings. Thus, to evaluate a proposed extension to the acquisition period, CDFW requests that CVCC provide additional analysis, including the following:

1. The current status of the endowment (i.e., what anticipated sources of the endowment have been funded and when they were funded; the current amount of the endowment taking into consideration interest earned on the principal; if any loans have been drawn on the endowment; comparison of the current amount of the endowment with the amount that was anticipated by the Plan by 2026).

2. Whether, when, and how the endowment will be sufficiently funded under each proposed scenario.

3. Whether Permittee obligations to acquire the full Reserve Assembly will be fulfilled under each proposed scenario.

4. The current status of rough proportionality and how the change in the acquisition period under each proposed scenario would impact rough proportionality with respect to Authorized Take provided under the NCCP Permit.

5. Whether and how, under each proposed scenario, Permittees will fulfill all Conservation Objectives for the Plan's Covered Species (CVMSHCP Section 9) and Natural Communities (CVMSHCP Section 10) (e.g., protecting core habitat, management and monitoring, adaptive management, addressing threats, ensuring

long-term persistence of species, maintenance of corridors and linkages, protection of ecological processes, and restoration/uplift, which are dependent on acquisition of the Reserve Assembly well in advance of the end of the NCCP Permit term).

6. Other funding options that have been explored or may be explored and whether any are viable (see CVMSHCP sections 5.2.2.2 and 5.2.2.4).

It is also important to note that CDFW considers each of CVCC's proposed extensions to the acquisition period to be a significant change to what was originally envisioned under the Plan and CDFW's NCCP Permit. Therefore, an amendment to the CVMSHCP would be appropriate to memorialize extension of the acquisition period. Questions regarding this letter or further coordination should be directed to Jacob Skaggs, Senior Environmental Scientist, at Jacob.Skaggs@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Kim Freeburn
84F92FFEEFD24C8...

Kim Freeburn
Environmental Program Manager

ec:

Heather Brashear, Senior Environmental Scientist Supervisor
CDFW
Heather.Brashear@wildlife.ca.gov

Mary Beth Woulfe, Acting Colorado Desert Division Supervisor
USFWS
marybeth_woulfe@fws.gov

AMENDMENT NUMBER THREE
to the
ECONOMIC & PLANNING SYSTEMS, INC.
PROFESSIONAL SERVICES AGREEMENT
for
LOCAL DEVELOPMENT MITIGATION FEE (LDMF)
NEXUS STUDY UPDATE

This **AMENDMENT NUMBER THREE** is made and entered into this **10th day of September 2026**, by and between the **Coachella Valley Conservation Commission**, a California joint powers agency **(CVAG)**, and **Economic & Planning Systems, Inc. (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated **September 11, 2025** for the Local Development Mitigation Fee (LDMF) Nexus Study Update

1. **This Amendment No. Three provides additional funding for a not-to-exceed amount of $15,000.**
2. **This Amendment No. Three adds contingency funding for an amount not to exceed $10,000 for authorized expenditures upon the Executive Director's written approval.**
3. **The total amount payable under this agreement shall not exceed $199,850.**

Original Agreement	September 11, 2025	$ 174,850
Amendment Number One	April 27, 2026	No Cost
Amendment Number Two	July 9, 2026	No Cost
Amendment Number Three	September 10, 2026	$ 25,000
Total Agreement Not-to-Exceed		**$199,850**

Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

IN WITNESS WHEREOF, the parties hereto have caused this **Amendment Number Three** to be executed by their duly authorized representatives on this date:

COACHELLA VALLEY CONSERVATION COMMISSION

By: ______________________________
Tom Kirk, CVCC Executive Director

ECONOMIC & PLANNING SYSTEMS, INC.

By: ______________________________
Teifion Rice-Evans, Managing Principal

ITEM 5C

Coachella Valley Conservation Commission
September 10, 2026

STAFF REPORT

Subject: **Election of CVCC Officers**

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

Recommendation: Elect a Coachella Valley Conservation Commission Chair and Vice Chair for Fiscal Year 2026-27

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

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

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

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

ITEM 6A

COACHELLA VALLEY CONSERVATION COMMISSION
FY2025-26 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

September 10, 2026

CVCC

STAFF REPORT

Subject: **Acquisition Status Report**

Contact: Peter Satin, Assistant Director of Conservation (psatin@cvag.org)

Recommendation: Information

Background: In response to feedback from the CVCC, staff regularly provides an acquisition tracker to provide updates on where current acquisition efforts are being prioritized and the status of any open negotiations.

Prior to taking title to any property, CVCC and staff at the Coachella Valley Mountains Conservancy (CVMC) 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 the Commission's last meeting in June 2026, CVCC has closed on the following parcels:

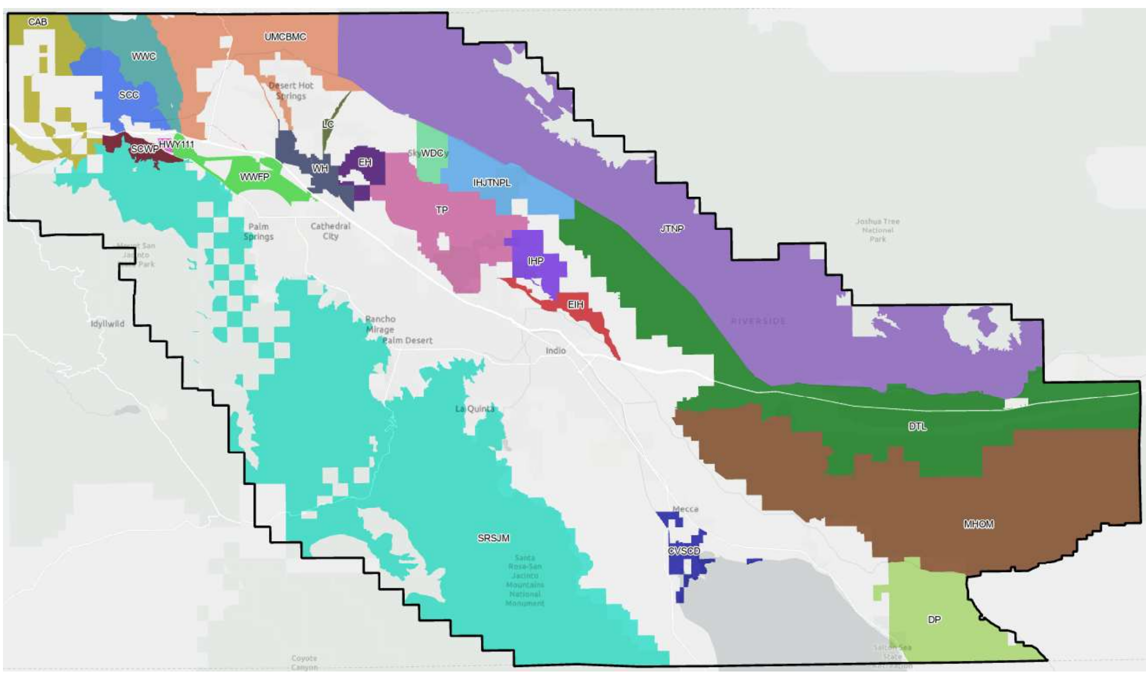
- Willow Hole: Assessor Parcel Number (APN) 669-120-005 (9.23 acres)
- Willow Hole: APN 660-310-016 (5.00 acres)
- Mecca Hills/Orocopia Mountains: APNs 719-060-001, 719-060-002, and 719-060-003 (140.75 acres)
- Indio Hills/Joshua Treen National Park Linkage: 647-200-010 (10.00 acres)

Tax Default Sales

The process for acquiring tax-defaulted properties has changed drastically in recent years following the 2023 US Supreme Court decision in *Tyler v. Hennepin County, Minnesota, et al.* and the 2026 implementation of California Assembly Bill 418, the latter of which now requires a determination of fair market value for all tax defaulted parcels prior to purchase. The Riverside County Treasurer-Tax Collector has re-initiated its tax-default sales after a temporary pause while it revised its processes to comply with the new case law. CVCC staff is moving forward with three applications it had previously submitted, and will submitting a Request for Proposals to obtain a qualified appraiser for each of the respective applications. The three applications contain a combined 349.07 acres across 12 parcels in a variety of Conservation Areas.

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

Active Acquisitions								
Conservation Area	Parcel Count	Acreage	Title Review	Site Inspection	Appraisal	PSA	Purchase Price	Close of Escrow
EHI	1	25	X	X	X			
TP	1	5.2	X	X	X			
WH	1	4.85	X		X			
DTL	4	62.56						
TP	1	4.86						
UMCBMC	2	45						



ITEM 6C

Coachella Valley Conservation Commission

September 10, 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 June 2026:

1. A services contract with Curtis Rosenthal, Inc. was executed to appraise one vacant land parcel comprising of approximately 4.85 acres located in the Willow Hole Conservation Area. The contract is for a not-to-exceed amount of $3,000.
2. A contract amendment to the appraisal of 10.0 acres of the Thousand Palms Conservation Area was executed with Curtis Rosenthal, Inc. The amendment adds an additional appraisal of 5.2 acres for an amount not-to-exceed $500, bringing the total amount payable under this agreement to $5,500.
3. A services contract was executed with the Matrix Consulting Group to conduct an updated analysis of the fees charged for a Joint Project Review (JPR). The contract was for a fixed fee amount of $4,000.

Fiscal Analysis: The appraisal expenses are covered in CVCC's Fiscal Year 2026-27 Land Acquisition Fund. The expense for the JPR fee study are covered in CVCC Fiscal Year 2026-27 General and Administrative program budget.

COACHELLA VALLEY CONSERVATION COMMISSION
INVESTMENT REPORT
FOR JUNE 30, 2026

CASH AND INVESTMENTS UNDER THE DIRECTION OF CVCC

Description	Carrying Amount	% of Total	Fair Market Value		% of Total	Interest Rate Yield	Maturity Date
County of Riverside Pooled Investment Fund	$ 17,906,190	41.68%	$ 17,839,603.14	[a]	41.59%	3.85%	N/A
Wells Fargo Bank (Checking)	$ 23,364	0.05%	$ 23,364		0.05%	N/A	N/A
Wells Fargo Bank (In-Lieu Fee)	$ 2,112,475	4.92%	$ 2,112,475		4.92%	0.48%	N/A
CAMP	$ 22,919,598	53.35%	$ 22,919,598		53.44%	3.78%	N/A
Total Cash & Investments	$ 42,961,627	100.00%	$ 42,895,040		100.00%		

Note:
[a] Fair market value does not include accrued interest. Source of Market Values - the June 2026 County of Riverside Treasurer's Pooled Investment Fund Monthly Report Paper Gain/(Loss) was (0.372)%.

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

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

Submitted by: Claude

Claude T. Kilgore, CPA
CVCC Auditor

Coachella Valley Conservation Commission
Unaudited Statement of Net Position
As of June 30, 2026

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1012 - 1012 - CVCC CAMP Account - 6266	$22,919,598
1031 - 1031 - CVCC Cash Held by County Treasurer 051350	$17,906,190
1062 - 1062 - CVCC Wells Fargo (ILF) -9125	$2,112,475
1063 - 1063 - CVCC Wells Fargo Imprest -8098	$23,364
Total Bank	**$42,961,627**
Accounts Receivable	**$1,571,765**
Other Current Asset	**$1,441,738**
Total Current Assets	**$46,489,838**
Fixed Assets	
1800 - 1800 - Capital Outlay	
1801 - 1801 - Capital Outlay: Land	$93,486,304
1802 - 1802 - Capital Outlay: Land Improvement	$3,226,619
1804 - 1804 - Capital Assest: Building and Impovements	$213,666
1805 - 1805 - Capital Outlay: Equipment/Vehicles	$157,314
1810 - 1810 - Capital Outlay: CIP (Construction in Process)	$12,930
1850 - 1850 - Accumulated Depreciation of Capital Outlay	($229,674)
Total - 1800 - 1800 - Capital Outlay	**$96,867,158**
Total Fixed Assets	**$96,867,158**
Total ASSETS	**$143,356,996**
Liabilities & Balance	
Current Liabilities	**$1,885,891**
Long Term Liabilities	**$33,018**
Balance	**$141,438,088**
Total Liabilities & Balance	**$143,356,996**

Coachella Valley Conservation Commission
Unaudited Statement of Revenues and Expenditures
July 1, 2025 - June 30, 2026

Financial Row	Amount
Revenue	
4100 - 4100 - State Funding	$2,614,581
4200 - 4200 - Local Funding	$3,345,767
4600 - 4600 - Sponsorship	$100,398
4900 - 4900 - Other Revenue	$5,800
Total - Revenue	**$6,066,546**
Expense	
6155 - 6155 - Meeting Attendance Stipend	$9,200
6200 - 6200 - Printing/Copying	$275
6250 - 6250 - Professional Services	$555,129
6280 - 6280 - Legal Services	$79,261
6500 - 6500 - Direct Program/Project Costs	
6500 - 6500 - Direct Program/Project Costs	$6,651
6550 - 6550 - Consultants	$2,759,555
6575 - 6575 - LDMF Administrative Fees	$22,999
6700 - 6700 - Land Maintenance	$488,309
6750 - 6750 - Species Monitoring Expenses	$330,836
Total - 6500 - 6500 - Direct Program/Project Costs	**$3,608,350**
7025 - 7025 - General Expense and Sundries	$7,135
7050 - 7050 - Account/Service Fees	$7,473
7150 - 7150 - Training and Event Registration	$10,675
7325 - 7325 - Equipment/Vehicle Expenses	$5,000
7830 - 7830 - Medicare	$175
7840 - 7840 - Social Security Tax ER Expense	$750
7860 - 7860 - Unemployment	$287
9150 - 9150 - Capital Outlay: Equipment/Vehicle	$116,992
9300 - 9300 - Capital Outlay: Land	$607,024
9350 - 9350 - Capital Outlay: Land Improvement	$30,380
Total - Expense	**$5,038,107**
Other Revenue and Expenses	
Other Revenue	
8001 - 8001 - Investment Income	$1,579,700
8005 - 8005 - Gain/(Loss) in Investments	($49,400)
Total - Other Revenue	**$1,530,299**
Net Change	**$2,558,738**