



**EXECUTIVE COMMITTEE
MEETING AGENDA**

TIME: 11:30 a.m.

DATE: Monday, October 7, 2024

**LOCATION: March Field Conference Room
County of Riverside Administrative Center
4080 Lemon Street, Third Floor, Riverside, CA**

🌀 COMMITTEE MEMBERS 🌀

Kevin Bash, City of Norco – Chair
Karen Spiegel, County of Riverside, District 2 – Vice Chair
Natasha Johnson, City of Lake Elsinore
Crystal Ruiz, City of San Jacinto
James Stewart, City of Temecula
Joseph Morabito, City of Wildomar
Chuck Washington, County of Riverside, District 3



WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

www.wrc-rca.org

EXECUTIVE COMMITTEE MEETING AGENDA

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**March Field Conference Room
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4080 Lemon Street, Third Floor, Riverside, CA**

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the RCA's website, www.wrc-rca.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Committee meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Board may, either at the direction of the Chair or by majority vote of the Board, waive this three-minute time limitation. Depending on the number of items on the agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Board may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Board shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda that are not listed on the agenda. The Board Members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. ADDITIONS / REVISIONS – *The Board may add an item to the agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Board subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Board. If there are less than 2/3 of the Board Members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

6. **CONSENT CALENDAR** – *All matters on the Consent Calendar will be approved in a single motion unless a Board Member(s) requests separate action on specific item(s).*

6A. **APPROVAL OF MINUTES – SEPTEMBER 9, 2024**

Page 1

7. **PROFESSIONAL SERVICES FOR WILDFIRE MANAGEMENT PLANNING**

Page 9

Overview

This item is for the Committee to recommend the Board take the following action(s):

- 1) Award Draft Agreement No. 24007 to Dudek to provide professional wildfire management planning services for a two-year term, in the amount of \$331,100, plus a contingency amount of \$33,110, for a total amount not to exceed \$364,210 to prepare a Master Wildfire Management Plan (WMP);
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the RCA; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

8. **BOARD OF DIRECTORS / EXECUTIVE DIRECTOR REPORT**

Overview

This item provides the opportunity for the Board of Directors and the Executive Director to report on attended meetings/conferences and any other items related to Board activities.

9. **ADJOURNMENT**

The next Executive Committee is scheduled to be held on **Monday, November 4, 2024.**

AGENDA ITEM 6A

MINUTES

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

EXECUTIVE COMMITTEE MINUTES

Monday, September 9, 2024

1. CALL TO ORDER

The meeting of the Executive Committee was called to order by Chair Kevin Bash at 11:30 a.m., in the March Field Conference Room at the County of Riverside Administrative Center, 4080 Lemon Street, Third Floor, Riverside, California, 92501.

2. ROLL CALL

Members/Alternates Present

Karen Spiegel
Chuck Washington
Natasha Johnson
Kevin Bash
Crystal Ruiz
James Stewart
Joseph Morabito

Members Absent

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Executive Director Aaron Hake.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR – *All matters on the Consent Calendar will be approved in a single motion unless a Board Member(s) requests separate action on specific item(s).*

M/S/C (Ruiz/Morabito) to approve the following Consent Calendar item.

6A. APPROVAL OF MINUTES – APRIL 1, 2024

7. STAKEHOLDERS COMMITTEE PARTICIPATION IN THE STRATEGIC IMPROVEMENT ASSESSMENT AND ACTION PLAN (SIAAP) UPDATE

Aaron Gabbe, Regional Conservation Director, provided an update on the Stakeholders Committee participation in the Strategic Improvement Assessment and Action Plan (SIAAP). Established by RCA by-laws, the Stakeholders Committee is comprised of members representing property owners, environmental interests, and the building industry. As stakeholders, each member is invested in the successful completion of the MSHCP. There were 14 stakeholders who attended the meeting on July 24th.

The Board established the Stakeholders Committee to bring together people with varying perspectives who share a common interest in the MSHCP's success, who can assist the RCA in continuous improvement, and increase awareness of the MSHCP and the benefits to Western Riverside County. In addition, the committee meets the Board's priority to increase communication and educational opportunities with public engagement, both outlining the work of the RCA and the benefits of the MSHCP. The primary focus the July 24th Stakeholders Committee was to provide an overview of the ongoing SIAAP and elicit feedback on the challenges and successes of the MSHCP implementation process.

The primary task of the SIAAP is to evaluate existing policies and identify opportunities to improve implementation and issues with the Habitat Negotiations Strategy (HANS) process. The SIAAP will assess the current implementation complaints in the development HANS process and explore alternatives that can better support the MSHCP objectives, while upholding financial stewardship and permit compliance. RCA staff and the consultant team, ICF, developing the SIAAP have been seeking feedback from MSHCP implementation partners on the challenges and successes of the implementation and process. The Stakeholders Committee is an excellent resources to elicit that feedback.

Discussion from the Stakeholders Committee highlighted the need to address significant challenges as the MSHCP enters its' third decade of implementation, particularly focusing on enhancing the flexibility of the land acquisition process and improving the RCA's ability to make informed cost-effective decisions. The Stakeholders were actively engaged with feedback and recommendations. There was broad support for the goals of the SIAAP and Stakeholders expressed concerns about a variety of issues including implications of an update to the mitigation fees, land use designation and zoning changes that are not consistent with the MSHCP goals, and cost of land acquisition.

Stakeholders also discussed increasing the use of incentives like transfer development rights and density clustering, and the use of conservation easements instead of purchasing land. Stakeholders wanted to know about the level of RCA engagement with local jurisdictions and permittees to support the implementation process, and expressed concerns about the potential listing of Crotch's Bumblebee and the effect that will have on MSHCP implementation and project permitting. Stakeholders highlighted the importance of clear and ongoing communication, ensuring that modifications to the MSHCP are transparent and that

Stakeholders remain informed. Furthermore, Stakeholders emphasized the necessity of maintaining compliance with the MSHCP, associated permits, and the plan's conservation goals.

The feedback from the committee will be complied, assessed, and summarized along with feedback from interviews with RCA Board Members, RCA Staff, and Wildlife Agencies Staff. The SIAAP final report is expected to be finalized by the end of February 2025. There will be one more Stakeholders Committee for discussion held this fall. The consultant team is drafting a report on the findings in this assessment phase, which will be completed shortly.

Board Member Spiegel wanted to know who was on the Stakeholders Committee.

Aaron Gabbe listed the names and organization of the Stakeholders Committee.

Alicia Thomas, SoCal Mountains Landscape Division, The Wilderness Society

Bruce Colbert, Property Owners Association of Riverside County

Cara Lacey, The Nature Conservancy

Dan Silver, Endangered Habitats League

Drew Feldmann, San Bernardino Valley Audubon Society

Juan Rosas, Hispanic Access Foundation

Laura Jamie, Shiishongna Tongva Nation Corona Band of Gabrielino Indians

Nicole Padron, Rivers & Land Conservancy

Nolan King, Santa Rosa Plateau Ecological Reserve Nature Education Foundation

Pam Nelson, Santa Margarita Group/San Gorgonio Chapter Sierra Club

Rachael Johnson, Riverside County Farm Bureau

Sherli Leonard, Redlands Conservancy

Teri Biancardi, Temecula Elsinore Anza Murrieta Resource Conservation District

Tuba Ebru Ozdil, Pechanga Band of Indians

Board Member Spiegel also wanted to know how many of the Stakeholders represented the building community. Aaron Gabbe stated that none of the current members are associated with the building community.

Aaron Hake, Executive Director, added that none had applied this time during the application process.

Board Member Ruiz wanted to know when the application period was for the Stakeholders Committee and if any applications were declined and who they were.

Aaron Hake stated that the applications were due last fall, and that RCA did decline Ed Sauls' application.

Board Member Johnson added that while Ed Sauls was representing the building community on the Stakeholders Committee, he was also representing properties that were litigious with RCA and was using the HANS process to sell properties. RCA believed it would have been a conflict of interest to have him continue to serve on the Stakeholders Committee.

Board Member Ruiz also wanted to know how often the applications for the Stakeholders Committee were accepted or if someone could apply at any time.

Aaron Hake stated per the bylaws, the applications are accepted annually, and will open again this December.

Chair Bash noted that his understanding was that the Stakeholders Committee discussion was very thoughtful, and they were well informed. They understood the plan and they understood the information that was presented to them.

Aaron Hake added that this meeting was the most engaged RCA has had in the Stakeholders Committee. After the Stakeholders left, the consultants had a workshop with staff to discuss everything that happened at the meeting.

Board Member Stewart wanted to know if the purpose of this discussion was around the idea of looking for opportunities for RCA to not have to buy \$43 million 5-acre properties or pushing them into another category.

Chair Bash confirmed that was correct.

Aaron Hake noted the study is still ongoing, this is the just first feedback from the Stakeholders, they will be meeting again. Several Board Members have already been interviewed.

Aaron Gabbe stated there have been 4 Board Members who have been interviewed by the consultants.

Aaron Hake added that while RCA does not yet have the recommendations from the consultant, it is anticipated that there will be some tough recommendations for everyone. The compromises that were made to structure the plan, will need to change, and require everyone to change the way they think about the plan.

This item is for the Committee to receive and file the Stakeholders Committee update report.

8. CROTCH'S BUMBLE BEE (*BOMBUS CROTCHII*) AND THE MSHCP

Aaron Gabbe, Regional Conservation Director, provided a presentation on Crotch's Bumble Bee and the MSHCP. Crotch's Bumble Bee is a candidate for listing under the State Endangered Species Act. In June 2019, Crotch's Bumble Bee became a state candidate for listing as threatened or endangered. A final determination from the California Fish and Game Commission should have already happened, for unknown reasons it has been delayed, but should be final within a year. While this is still only a candidate, the fish and game code require that candidate species are provided the same protections as those that are listed until a decision is made on the listing status. Currently, the Crotch's Bumble Bee is not covered by the MSHCP, which is a first for RCA.

There are two agencies under the California Natural Resources Board that are responsible for the listing process. The California Fish and Game Commission is the entity that makes and sets regulations for fish and game, hunting quotas, etc. They are responsible for making listing determinations of the California Endangered Species Act based solely on the scientific information that is supported by the fish and game code. In October 2018, the commission was petitioned to list Crotch's Bumble Bee and three other bees as endangered by non-profit entities. After submission of this petition, the commission is required within 10-days to hand the petition over to the California Department of Fish and Wildlife (CDFW).

CDFW has 90-days to review the petition and evaluate whether they can provide sufficient information in which to support a potential listing. This review did yield information that recommended that the commission accept the petition to raise the listing and in June 2019, that was done making it a candidate species. This determination initiated a number of lawsuits that went on for 3 years, going all the way to the State Supreme Court, which declined to take on the case in September 2022. CDFW is responsible as the ecological/biological experts to evaluate the status of this species to determine whether it warrants the status of listed. Upon this determination, a report will be issued that will make recommendations to the Fish and Game Commission on whether to list one or more of the species as endangered or threatened.

Crotch's Bumble Bee is named after a British entomologist George Robert Crotch, who lived in the 1800's coming to North America to do collections in California in 1873. Crotch's Bumble Bee occurs in the southern two-thirds of California where its' preferred habitats are grasslands and scrublands. The primary cause of the population loss of more than 98% is urbanization, intensification of agriculture, pesticides, and invasive plants and animals. They are important pollinators for agriculture and natural ecosystems. They eat pollen for the protein and nectar for the carbohydrates to power their day.

Crotch's Bumble Bee is not currently an MSHCP covered species. Proposed projects that would impact the bumble bee would be required to seek their own Incidental Take Permit under the California Endangered Species Act (CESA). That would require additional surveys and work with the CDFW to evaluate the data from the surveys and avoid impacts or mitigate impacts. In June 2023, CDFW released the Survey for Considerations for California Candidate Bumble Bee Species to provide guidance for CDFW staff and project applicants. While it was made clear that it was not a mandatory protocol it was suggested to implement it to streamline the process.

The MSHCP conceived of the potential for new species to be listed. It is a collective decision by the permittees what species to apply for application and of the Wildlife Agencies on whether there is sufficient data and mitigation proposed in the MSHCP for the permits to be issued. As part of the implementing agreement, the section that addresses new listings, the permittees are required to amend the MSHCP to add those species to the plan. In the interim, the permittees and Wildlife Agencies will identify actions that may cause take or jeopardy and avoid such actions until approval of that amendment. As part of that process, permittees have to evaluate potential effects in applications for covered activities under the MSHCP and implement measures to avoid impacts.

RCA staff has spoken with CDFW several times over that last year about the status on the listing and how they are asking applicants to address this species. CDFW staff did advise RCA to not amend the MSHCP until the commission makes a final listing determination, the main reason being it is unsure if Crotch's Bumble Bee will be listed. RCA wants to be prudent, but also efficient and effective in the use of RCA's limited resources. However, CDFW mentioned that background work could be done, should the species become listed, and the plan would need to be implemented, it could help the process get going. RCA could also work on identifying a potential permitting strategy, should the species be listed. An amendment would be arduous task and would be a lot of work for RCA and the Wildlife Agencies, and if there could be alternative permit solutions they should be evaluated.

Before the species is listed and an amendment is finalized, RCA can work with CDFW to develop an interim permitting solution until the MSHCP is amended. Any interim solution would most likely not provide the streamlined benefits of the MSHCP, but it could provide certainty to the applicants of noted steps. RCA has made clear to CDFW their willingness to accept mitigation on RCA-owned reserves, but mitigation must include endowment funding for bee-specific management.

To start those next steps, RCA would need consultant support to develop an interim permitting solution with CDFW, exploring alternative permitting pathways, and conduct analysis for a potential amendment if the species is listed. There are two options for consideration. The first is to amend the existing agreement with ICF for the Strategic Improvement Assessment and Action Plan (SIAAP), or the second would be to initiate a new procurement to consider alternative firms. RCA believes that amending the existing contract with ICF is the most efficient step, as it aligns well with the SIAAP scope.

The outcome of the SIAAP will be a suite of alternative recommendations to the Board on how to address the issues with the MSHCP, one of which could be a major amendment. If there is going to be a major amendment, it should only be handled by one firm, and could include the recommendations of the SIAAP and the addition of Crotch's Bumble Bee. The MSHCP is incredibly nuanced, and it would make sense to RCA staff to have ICF apply the knowledge already gained through the SIAAP process. Another reason is the potential for one of the SIAAP recommendations to be to review the currently covered species under the MSHCP.

The final scope would be negotiated by the Executive Director with the chosen firm and while there is only an outline of the scope of work, it is anticipated the cost would not exceed \$250,000 for the initial work. This would not include the cost of a major amendment, and staff is unsure how much that would cost if it became necessary. Most of this work would be expected to be completed in this current fiscal year, as this would be an urgent task.

Aaron Hake, Executive Director, stated that there are projects for the County of Riverside that are going through their environmental assessment process with County Planning, and they are discovering that this bee exists and instead of just completing the MSHCP process, they are required to complete another process as well. RCA staff has been discussing how to approach

this in a strategic way so that staff can be proactive, to find a path forward. This is the first time in 20 years that this has occurred, and while the MSHCP anticipated this would occur, RCA is currently in limbo and would like the Board's direction in moving forward. RCA is attempting to help permittees with CDFW, but there is not currently a consistent process.

Board Member Johnson stated that she was contacted by Marion Ashley who, as a co-author of the MSHCP, expressed frustrations about projects that have run into unexpected roadblocks. From a logical stance, the MSHCP did account for something like this to happen, so whatever path is taken will be setting a precedent. It would make sense to start the background work, since the Board has already taken the first steps to possibly start a major amendment. Though, talks of an interim permitting process can be a slippery slope and with all the current frustrations and red tape of RCA, it might not be the best idea.

Board Member Spiegel wanted to know if RCA was opening the MSHCP would it also be possible to address other issues, or if it would delay the process.

Aaron Gabbe thought that decision would be at the Board's discretion, but there is a laundry list of things, even administratively, that could be tightened up. The SIAAP is remaining focused on the identified issues for the study, but that is different from when the Board provides direction on what to do from the study. If an amendment was attempted, it could be a tough outcome with no guarantee of the process, there is no reason RCA could not explore other efficiencies or improvements.

Board Member Johnson noted that during the consultant interview that wanted to know what you would fix about the RCA with no limitations. Once all that feedback is received, it is possible that some of those desires that were expressed would be included in the recommendation. Though, those desires should not get in the way of correcting the HANS process issues.

Aaron Hake stated that the way RCA is approaching this process is to keep that HANS analysis and those recommendations going forward, this becomes a tag along issue. Since the SIAAP is already 7 months in, it might be easier to get their help with this instead of bringing a new team on that would need to learn about the plan.

Board Member Johnson shared that as part of the lobbying tour last year, the appetite for a potential amendment was there on the national level. The appetite of the local level is the issue.

Board Member Washington wanted to call to attention that there was a county approval process for this that was currently being bogged down.

Juan Perez, County of Riverside, spoke out in support of the recommendation to hire a consultant and thought there was value in using the same consultant. The county is concerned in that looking at the map for the bumble bee, it covers the majoring of the state, not just pockets in Riverside County, which could impact not just Western Riverside County, but also the

Coachella Valley. For a county standpoint, they will be bolstering their activities to further support the RCA's efforts.

Board Member Johnson added that some have suggested that RCA pursue a litigious approach with the state for breach of contract but thought that probably was not the best use of RCA funds.

Steve DeBaun, General Counsel, stated that they would start to investigate the possibility of a lawsuit against the state.

M/S/C (Ruiz/Johnson) to:

Authorize the Executive Director to negotiate an amendment to the existing Strategic Implementation Assessment and Action Plan (SIAAP) contract (Agreement No. 24002) with ICF and to bring a contract amendment to the Board of Directors for approval.

9. BOARD OF DIRECTORS / EXECUTIVE DIRECTOR REPORTS

Aaron Hake, Executive Director, shared that RCTC is three and a half years in as the Managing Agency of RCA, which started with a 3-year plan. That being the case, RCA will start discussions with the Chair and Vice Chair on the plan going forward.

10. ADJOURNMENT

There being no further business for consideration by the Executive Committee, Chair Bash adjourned the meeting at 12:21 p.m. The next meeting of the Executive Committee is scheduled to be held on **Monday, October 7, 2024.**

Respectfully submitted,



Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 7

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY	
DATE:	October 7, 2024
TO:	Executive Committee
FROM:	Zack West, Reserve Management/Monitoring Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Professional Services for Wildfire Management Planning

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Board take the following action(s):

- 1) Award Draft Agreement No. 24007 to Dudek to provide professional wildfire management planning services for a two-year term, in the amount of \$331,100, plus a contingency amount of \$33,110, for a total amount not to exceed \$364,210 to prepare a Master Wildfire Management Plan (WMP);
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the RCA; and
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

BACKGROUND INFORMATION:

The Western Riverside County Regional Conservation Authority (RCA) is in the process of developing a Master Wildfire Management Plan (WMP) for Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) reserves owned and managed by the RCA. The WMP will focus on the protection of life and property while managing for MSHCP covered species and their associated habitats.

One of the MSHCP requirements is to assemble a 500,000-acre reserve, organized geographically by similar ecosystems and covered species into Habitat Management Units (HMUs), for 146 native species – of which 34 are endangered or threatened. Approximately 347,000 acres of the reserve is existing Public/Quasi-public Land (e.g., U.S. Forest Service land, State Wildlife Areas). The permittees are responsible for protecting another 153,000 acres of Additional Reserve Lands (ARL). As of 2024, more than 83 percent of the reserve is complete, including approximately 70,000 acres of ARL. The WMP will apply to the MSHCP Conservation Area (i.e., Criteria Area), specifically where the ARL are owned, managed, and will be acquired in the future by the RCA.

The RCA monitors and manages reserve lands to help covered animal and plant species thrive. RCA contracts the Riverside County Park and Open-Space District MSHCP Unit (Parks) as the land management entity for RCA-owned and -managed ARL lands (RCA lands). As part of their

responsibilities, Parks conducts wildfire prevention and fuels management and supports Responder Agencies during wildfire suppression activities on RCA lands.

DISCUSSION:

The primary objective of the WMP is to develop a master document that will guide future development of HMU-specific wildfire management plans. This work will focus primarily on recommending methods of wildfire management including wildfire prevention, fuels management, and activities to support Responder Agencies during wildfire suppression on RCA lands. The wildfire management methods will prioritize human safety and the protection of MSHCP covered species, and adhere to requirements of the MSHCP, Implementing Agreement, and Wildlife Agency permits, and other pertinent policies, regulations, and ordinances of the County of Riverside and each of the member cities within the Criteria Area. The WMP will be consistent with the California Department of Forestry and Fire Protection (CAL FIRE) Vegetation Treatment Program and developed in consultation with CAL FIRE.

The consultant will evaluate the RCA Habitat Reserve Fire Response and Suppression Policy (Policy) and update as necessary to be consistent with current wildfire conditions, fuels management and wildfire suppression practices, and the WMP to be developed as part of this award.

Development of HMU-specific wildfire management plans is not included as part of this award.

Key activities to be completed during development of the WMP include:

- Conducting meetings with staff from the RCA and as needed, staff from other relevant agencies (e.g., CAL FIRE, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife) to receive expert guidance from relevant agencies and to ensure consistency with relevant plans and policies.
- Creating a geodatabase of wildfire risk, sensitive species, and habitats that incorporates the existing MSHCP Wildfire Sensitive Species Advisor Map to inform and implement the WMP.
- Developing a master WMP for RCA lands to guide future HMU wildfire management plans.
- Reviewing and updating the Policy as needed, to be consistent with the WMP.
- Preparing presentations for RCA staff or consultant staff to present updates, findings, and recommendations of the WMP to the RCA Board of Directors and Executive Committee.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the RCA to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and

personnel and understanding and approach for Professional Services for Master Wildfire Management Plan as set forth under the terms of Request for Proposals (RFP) No. 24007.

RFP No. 24007 for Professional Services for Master Wildfire Management Plan was released by staff on July 25, 2024. The RFP was posted on the Riverside County Transportation Commission’s (Commission) PlanetBids website, which is accessible through the Commission’s website. Utilizing PlanetBids, emails were sent to 717 firms, 104 of which are in Riverside County. Through the PlanetBids site, 28 firms downloaded the RFP, 5 of which are in Riverside County. Staff responded to all questions submitted by potential proposers by August 20, 2024. Two firms – Celerity Consulting Group (Walnut Creek, CA) and Dudek (Encinitas, CA) – submitted responsive proposals prior to the 2:00 p.m. submittal deadline on September 5, 2024. Utilizing the evaluation criteria set forth in the RFP, an evaluation committee comprised of Commission and RCA staff evaluated and scored all firms.

Based on the evaluation committee’s assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee determined Dudek to be the most qualified firm to provide professional services for Master Wildfire Management Plan.

The overall evaluation ranking of written proposals, based on highest to lowest total evaluation score, and price are presented in the following table.

Firm	Price	Overall Ranking
Dudek	\$331,100.00	1
Celerity Consulting Group	\$75,640.00	2


Recommendations

As a result of the evaluation committee’s assessment of the written proposals, the evaluation committee recommends contract award to Dudek to provide professional services for master wildfire management plan for a 2-year term, in the amount of \$331,100, plus a contingency amount of \$33,110, for a total amount not to exceed \$364,210, as this firm earned the highest total evaluation score.

The RCA’s professional services agreement will be entered into with the consultant subject to any changes approved by the Executive Director and pursuant to legal counsel review. Staff oversight of the contract will maximize the effectiveness of the consultant and minimize costs to the RCA.

FISCAL IMPACT:

This project was included in the Fiscal Year 2024-25 Budget. Future fiscal year funding will be included in the proposed.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25+	Amount:	\$ 255,000 \$ 109,210
Source of Funds:	General Fund (Tipping Fees)		Budget Adjustment:	No	
GL/Project Accounting No.:	R31003-527980-51630-935310				
Fiscal Procedures Approved:				Date:	9/26/24

Attachment: Draft Agreement No. 24007 with Dudek

**WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 20____ by and between the Western Riverside County Regional Conservation Authority, a public agency and a joint powers authority organized and operating under the laws of the State of California with its principal place of business at 4080 Lemon Street, Third Floor, Riverside, CA 92501 (“RCA”), and Dudek, a corporation with its principal place of business at 605 Third Street, Encinitas, CA 92024 (hereinafter referred to as “Consultant”). RCA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. RCA is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for RCA to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the RCA with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the RCA shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.” **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the RCA will not pay any additional fees for printing expenses. Periodic payments shall be made within 45 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the RCA, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the RCA by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the RCA and executed by both Parties before performance of such services, or the RCA will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by RCA.

5. [Insert Term or Time of Performance].

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the RCA to proceed ("Notice to Proceed"). **[If the RCA has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the RCA to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither RCA nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the RCA, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Subcontracting

Consultant shall not subcontract any portion of the services required by this Agreement, except as expressly stated herein, without prior written approval of the RCA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of RCA. No employee or agent of Consultant shall become an employee of RCA. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from RCA as herein provided.

11. Insurance. Consultant shall not commence work for the RCA until it has provided evidence satisfactory to the RCA it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the RCA.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give RCA, its officials, officers, employees, agents and RCA designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the RCA, and provided that such deductibles shall not apply to the RCA as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the RCA.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give RCA, its officials, officers, employees, agents and RCA designated volunteers additional insured status.

(iv) Subject to written approval by the RCA, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the RCA as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the RCA and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the RCA evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's

equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the RCA at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the RCA at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the RCA or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the RCA, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against RCA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the RCA and shall not preclude the RCA from taking such other actions available to the RCA under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the RCA, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the RCA, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, RCA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by RCA will be promptly reimbursed by Consultant or RCA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, RCA may cancel this Agreement.

(iii) The RCA may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the RCA nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the RCA that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the RCA as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, RCA may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of RCA's choosing), indemnify and hold the RCA, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the RCA, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the RCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the RCA. Consultant shall defend, indemnify and hold the RCA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following provision and renumber all further provisions, if not applicable.]

15. RCA Material Requirements.

Consultant is hereby made aware of the RCA's requirements regarding materials, as set forth in **[Insert the name of the document that contains the RCA's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

17. Termination or Abandonment

a. RCA has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, RCA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. RCA shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by RCA and Consultant of the portion of such task completed but not paid prior to said termination. RCA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to RCA only in the event of substantial failure by RCA to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the RCA.

19. Organization

Consultant shall assign Scott Eckardt as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the RCA.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

RCA:
Western Riverside County Regional
Conservation Authority
4080 Lemon Street, Third Floor
Riverside, CA 92501
Attn: Zack West

CONSULTANT:
Dudek
605 Third Street
Encinitas, CA 92024
Attn: Joseph Monaco

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RCA and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of RCA and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of RCA. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. RCA's Right to Employ Other Consultants

RCA reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, RCA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of RCA, during the term of his or her service with RCA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

32. Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

33. Survival. All rights and obligations hereunder that, by their nature, are to continue after any expiration or termination of this Agreement including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

34. ***INSERT IF OFF-ROAD EQUIPMENT IS USED OTHERWISE DELETE***
California Air Resources Board. Consultant shall comply and shall ensure all subcontractors and subconsultants comply with all applicable requirements of the regulations imposed by the California Air Resources Board ("CARB"). Throughout the Project and for three (3) years

thereafter, Consultant shall make available for inspection and copying all documents or information associated with Consultant's fleet upon two (2) calendar days' notice from RCA. Consultant shall be solely liable for any and all costs associated with compliance with CARB regulations as well as for any and all penalties, fines, damages, or costs associated with any violations, or failures to comply with CARB regulations. Consultant shall defend, indemnify and hold harmless RCA, its officials, officers, employees and authorized volunteers from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with said regulations.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY

DUDEK

By: _____
Aaron Hake
Executive Director

By: _____

Its: _____

Printed Name: Joseph Monaco

ATTEST:

By: _____
Clerk of the Board

Approved as to form:

RCA General Counsel
Best, Best & Krieger LLP

EXHIBIT A
Scope of Services

DRAFT

Statement of Services

The Western Riverside County Regional Conservation Authority (RCA) is seeking proposals from qualified consultants to provide professional services in support of the development of a Master Wildfire Management Plan (WMP) for Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) reserves. The WMP will guide future development of site-specific, Habitat Management Unit (HMU) wildfire management plans. (Development of HMU wildfire management plans are not part of this statement of services.) This work will focus primarily on recommending methods of wildfire management including wildfire prevention, fuels management, and activities to support Responder Agencies during wildfire suppression on RCA-owned and -managed conserved lands (RCA lands). The wildfire management methods will prioritize human safety and the protection of MSHCP covered species and their associated habitats.

Background

The RCA was created in 2004 to implement the MSHCP, a combined Habitat Conservation Plan (HCP)/Natural Community Conservation Plan (NCCP). The MSHCP streamlines the environmental permitting process for needed infrastructure like transportation and housing, resulting in improved efficiency and certainty, cost savings, and support for the local economy. MSHCP Permittees include the County of Riverside, the 18 cities located within Western Riverside County, Riverside County Transportation Commission, RCA, and other local and state departments and agencies.

One of the MSHCP requirements is to assemble a 500,000-acre reserve for 146 native species – of which 34 are endangered or threatened. Approximately 347,000 acres of the reserve is existing public/quasi-public land (e.g., U.S. Forest Service land, State Wildlife Area). The Permittees are responsible for protecting another 153,000 acres of Additional Reserve Lands (ARL). As of 2024, more than 83 percent of the reserve is complete, including approximately 70,000 acres of ARL. The WMP will apply to the MSHCP Conservation Area (i.e., Criteria Area) where the ARL are acquired. The reserve system is divided into HMUs, organized geographically by similar ecosystems and covered species. The RCA monitors and manages reserve lands to help covered animal and plant species thrive. The RCA contracts the Riverside County Park and Open-Space District MSHCP Unit (Parks) to manage ARL lands. As part of their responsibilities, Parks conducts wildfire prevention and fuels management and supports Responder Agencies during wildfire suppression activities.

Project Need and Objective

The MSHCP Plan Area is located within inland valleys and mountains of the Western Riverside County region of Southern California and supports a wide range of vegetation communities within a Mediterranean climate. Wildfires are a frequent event within the MSHCP Plan Area. The RCA has a policy and various procedures in place to support fuels management and wildfire suppression efforts, including, but not limited to, the following:

- A Habitat Reserve Fire Response and Suppression Policy (Policy), developed in 2009, that recommends on wildfire suppression activities on MSHCP conserved lands.
- Procedures to coordinate with and support wildfire suppression efforts by CAL FIRE and other entities.

- A Wildfire Sensitive Species Advisor Map and a Fire Suppression Avoidance Map of polygons of particularly sensitive species or habitats that would be negatively impacted by fire suppression activities, to inform fuels management and wildfire suppression efforts.

The existing policy and procedures need to be evaluated and updated to reflect current and future conditions caused by increasing development at the urban-wildlands interface, the effects of climate change, and other factors.

The WMP will be the overarching document that describes resources on RCA land related to wildfire management, guides fuel management activities for RCA lands, and provides the framework for future HMU-specific wildfire management plans and potentially specific reserves. The WMP will address the entire MSHCP Conservation Area and should be designed to guide development of HMU-specific wildfire management plans. The WMP should be consistent with the CAL FIRE Vegetation Treatment Program and developed in consultation with CAL FIRE. Wildfire management plans specific to individual HMUs and/or reserve properties are not included in this scope of work.

The Policy needs to be evaluated for consistency with current wildfire conditions, fuels management and wildfire suppression practices, and the WMP to be developed via this RFP.

The primary objectives of this RFP are to

- 1) Develop a master WMP for RCA lands to guide future HMU wildfire management plans;
- 2) Develop a geodatabase to inform and implement the WMP; and,
- 3) Review and update, if needed, the Policy for consistency with the WMP.

Period of Performance

Timely completion of the WMP is critical. The period of performance will last two years from contract approval.

Tasks and Deliverables

The scope of work should identify tasks, meetings with RCA staff and staff from other relevant agencies (e.g., CAL FIRE, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife), as needed, a project schedule, and deliverables. The consultant shall provide a detailed proposed budget by task and comprehensive listing of personnel, hours, and rates. The same level of detail will be provided for all subconsultants.

Offerors must address each of the following items below, in addition to other tasks the offeror deems necessary to achieve the proposed scope of work. RCA is relying on the consultant to utilize its professional expertise in wildfire management for the purpose of managing for special-status species and the safety of the community to further define, if appropriate, the deliverables for each task and explain the necessary steps to meet the objectives of the WMP, Policy, and geodatabase.

The schedule will include meetings for the period of performance. Regular meetings will be necessary to coordinate with RCA staff to provide updates on the status of the WMP and updated Policy, receive direction from RCA staff, and identify any issues that may arise during the work process. Meetings can be in person and via MS Teams or Zoom, depending on the purpose of the meeting. The schedule will also include updates to the RCA Executive Committee and presentations to the RCA Board of Directors.

The consultant will be responsible for preparing agendas, taking meeting notes, and following up on action items for all coordination meetings. The scope of work shall also include a kick-off meeting with RCA staff to discuss the project scope, schedule (including proposed regular meeting dates), invoicing, deliverables, draft document review process, and all other relevant project administrative activities.

Draft and final documents that will be posted to RCA's website will be provided in MS Word and PDF in a format that meets California/ADA accessibility requirements.

The consultant will prepare and potentially give at least two PowerPoint presentations to the RCA Board of Directors summarizing the WMP and updated Policy findings and recommendations; however, the consultant should prepare for three presentations, anticipating that there may be feedback that requires the consultant to return to a subsequent meeting with more information at the request of the RCA Board. RCA staff may opt to present the materials to the RCA Board in whole or in tandem with the consultant.

The consultant will also prepare and give up to three additional PowerPoint presentations to the Executive Committee summarizing progress made on the WMP and updated Policy to stimulate discussion and focused feedback from the Executive Committee.

The consultant is expected to attend the RCA Executive Committee and Board meetings in person when their material is being presented. Meetings will be held at 4080 Lemon Street, Riverside, CA 92501.

Maps that will be included in the WMP document and the geodatabase will be submitted as electronic files that are compatible with the RCA's existing GIS database.

In addition to the above, the scope of work will include the following:

- Develop a WMP to identify and recommend wildfire prevention, fuels management, and wildfire suppression methods that protect life and property throughout Western Riverside County while managing for MSHCP covered species and their associated Species Objectives, and adhering to requirements of the MSHCP, Implementing Agreement, and Wildlife Agency permits and other pertinent policies, regulations, and ordinances of the County of Riverside and each of the member cities where RCA lands are located. The WMP should include, but not be limited to:
 - Policies related to wildfire prevention, fuels management, and wildfire suppression practices for the County of Riverside and other member cities where RCA lands are located.
 - A fuels management policy (or update the existing policy) to guide the RCA's fuel management activities.
 - Goals and objectives of wildfire management focusing on the protection of public safety and minimization of the impacts of management activities and wildfire on MSHCP covered species and the habitats that support them.
 - Identification of vegetation communities within the MSHCP Plan Area (as mapped by the RCA and available from RCA's website), the associated wildfire regime and adaptations to wildfire, and the effects wildfire and wildfire prevention, fuels management, and wildfire suppression are anticipated to have on MSHCP covered species.

- Current practices conducted by the RCA and Parks for wildfire prevention, fuels management, wildfire suppression, and adaptive management through consultation with the RCA and Parks.
 - Types of treatments to reduce fuel loads on RCA lands compatible with the habitat requirements of MSHCP Covered Species. Treatment information should include techniques, equipment, personnel required, timing, limitations, and best management practices.
 - Criteria to help the RCA prioritize and implement projects based on risk and feasibility that achieve the goals and objectives of the WMP.
 - A monitoring and adaptive management framework so that the effects of management actions on covered species and fuels management can be assessed and improved, if necessary.
 - Incorporation of Riverside County and state-wide plans and policies to ensure consistency, as applicable.
- Identify, map, and create a geodatabase of wildfire risk, sensitive species and habitats, and incorporate the existing MSHCP Wildfire Sensitive Species Advisor Map. This geodatabase should be compatible with the RCA's GIS database and incorporate the best available Lidar (if available), vegetation, and fire-related data.
 - Review and update the Policy, as needed, to be consistent with the WMP.

Minimum Professional Requirements:

- Proven experience preparing fire management plans and policies with a dual focus on managing for sensitive biological resources while protecting public health and safety for lands located in a similar region as the MSHCP Conservation Area.
- Project management experience.
- Experience analyzing spatial data and creating geodatabases.
- Registered Professional Forester and strong Fire Science background preferred.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice RCA on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform RCA regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

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EXHIBIT "B"
COMPENSATION SUMMARY

FISCAL YEAR	PROJECT	COST
FY 2024/25	Master Wildfire Management Plan	255,000
FY 2025/26	Master Wildfire Management Plan	109,210
	TOTAL COSTS	\$ 364,210.00

EXHIBIT C
Activity Schedule

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