



**EXECUTIVE COMMITTEE
MEETING AGENDA**

TIME: 11:30 a.m.

DATE: Monday, May 4, 2026

**LOCATION: March Field Conference Room
County of Riverside Administrative Center
4080 Lemon Street, Third Floor, Riverside, CA 92502**

🌀 COMMITTEE MEMBERS 🌀

Kevin Bash, City of Norco – Chair
Karen Spiegel, County of Riverside, District 2 – Vice Chair
Julio Martinez, City of Beaumont
Dale Welty, City of Canyon Lake
Crystal Ruiz, City of San Jacinto
Joseph Morabito, City of Wildomar
Chuck Washington, County of Riverside, District 3



WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

www.wrc-rca.org

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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 – APRIL 6, 2026

Page 1

6B. RECURRING CONTRACTS FOR FISCAL YEAR 2026/27

Page 10

Overview

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

- 1) Approve the single-year recurring contract with the Santa Ana Watershed Association (SAWA) for biological monitoring services in an amount not to exceed \$2,324,595, for FY 2026/27; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of RCA.

7. ADOPTION OF FISCAL YEAR 2026/27 BUDGET

Page 13

Overview

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

- 1) Adopt the Fiscal Year 2026/27 Budget and related Resolution No. 2026-003 “*Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Adopting the Fiscal Year 2026/27 Operating and Capital Budget Including Budget Policies*”; and
- 2) Approve the Biological Monitoring Program Work Plan and Cost Estimate included as Appendix B in the Fiscal Year 2026/27 Budget.

8. PROFESSIONAL SERVICES FOR MSHCP COMPLIANCE REVIEW

Page 56

Overview

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

- 1) Award Agreement No. 26037 to Dudek to provide MSHCP compliance review services for a five-year term, in an amount not to exceed \$2,564,600; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the RCA.

9. TERMINATION OF BEEKEEPER LICENSE AGREEMENTS

Page 77

Overview

This item is for the Board of Directors to receive a report on the termination of beekeeper license agreements on RCA reserve lands.

10. 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.

11. ADJOURNMENT

The next Executive Committee is scheduled to be held on **Monday, July 6, 2026.**

AGENDA ITEM 6A

MINUTES

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

EXECUTIVE COMMITTEE MINUTES

Monday, April 6, 2026

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

Members Absent

Karen Spiegel
Chuck Washington
Julio Martinez
Dale Welty
Kevin Bash
Crystal Ruiz
Joseph Morabito

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Board Member Morabito.

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/Welty) to approve the following Consent Calendar items.

6A. APPROVAL OF MINUTES – DECEMBER 1, 2025

7. RIVERSIDE COUNTY PARKS RESERVE MANAGEMENT OVERVIEW

Harry Sandoval, Regional Conservation Deputy Director, provided a presentation on Riverside County Parks Reserve Management. Riverside County Parks and Open Space District, or RivCoParks for short, manages MSHCP land under contract with the RCA. The RivCoParks contract costs RCA about \$2 million annually, funded by Local Development Mitigation Fees (LDMF). RivCoParks is responsible for the management of approximately 48,000 acres of the 71,000 acres that have been acquired so far as Additional Reserve Lands (ARL). RivCoParks does not manage all reserve lands as some are owned and managed by other entities. Currently, 11 RivCoParks staff are responsible for the management of MSHCP ARL lands.

Access control includes the maintenance and installation of fencing, barriers, and gates. Access control is vital to the MSHCP Reserve System as many of our covered species rely on fragile habitats or may be sensitive to human activities. During 2025, staff repaired 172 sections of fence, installed approximately three quarters of a mile of new reserve fencing, and repaired or replaced 85 breached gates. Access Control also includes staff working on solutions to prevent or remediate land encroachment issues that may occur on ARL.

Habitat restoration and management include a variety of adaptive management actions such as restoring, establishing, or enhancing habitat for MSHCP covered species by removing invasive species, planting and seeding native species, or designing and installing new features such as seasonal pools for toads or artificial burrow complexes for burrowing owls. During 2025, RivCoParks enhanced, restored, or established approximately 172 acres of habitat.

Wildfire management includes fire prevention, active fire response, and post-fire activities. In preparation for fires, staff comply with local fire agency abatement notices and maintain fuel modification zones, particularly on ARL that are adjacent to residences or other structures. During active fires, RivCoParks staff will help firefighters by facilitating access and conveying site-specific information such as the location of nearby water sources, potential hazards, or sensitive habitat areas. After fires, staff will evaluate impacts and carry out any restoration or remediation actions that are necessary.

RivCoParks regularly coordinates and cooperates with local and state law enforcement agencies. Common issues that require law enforcement coordination include Illicit cannabis grows on MSHCP ARL, homeless encampment resolutions, and wildlife poaching. One of the most common calls to law enforcement is for the recovery and removal of stolen vehicles that are typically abandoned or dismantled on reserve lands.

Due to the somewhat isolated locations of ARL, they are attractive areas for illegal dumping. Cleanup of illegal dumping is a very common problem that RivCoParks staff must deal with on a regular basis. Prompt cleanup of illegal dumping is important as wildlife may suffer from ingesting refuse or hazardous waste, such as automotive coolant that is left exposed. The dumping of green waste may not seem to be harmful; however, green waste can introduce new invasive species into sensitive habitat areas.

Equally important to all the activities that RivCoParks carry out is public outreach. Often, RivCoParks staff must act as ambassadors of the MSHCP. Staff are responsible for educating the public about the habitat and species that occupy reserve lands. Staff must convey information to the public about allowed and restricted use of reserve lands. Along with the informal interactions that are carried out daily, RivCoParks also helps organize and participates in a variety of community events. Recent happenings include educational events and habitat restoration projects that our communities can participate in.

The MSHCP included staffing projections for Reserve Management staff. Staffing levels in the MSHCP correlate to the number of acres currently in conservation. The MSHCP projected a total management staff comprised of 28 individuals, once 50,000 acres of ARL have been acquired. The 28 positions include 8 Rangers, 8 maintenance workers, a Natural Resource Manager and various support staff, also contemplated by the Plan was law enforcement to assist management staff. As presented earlier, 11 RivCoParks staff are currently responsible for the management of approximately 48,000 acres. Additional non-dedicated staff outside of those 11 members share administrative tasks for the management team. Considering what the MSHCP projected and the number of acres currently in conservation, we are slightly below projected management levels. It is also important to consider that staff are also responsible for long-term management and monitoring of permittee sponsored mitigation projects on reserve lands, which was not contemplated by the MSHCP but helps permittees achieve mitigation requirements for individual projects. We anticipate mitigation on reserve lands becoming more common as mitigation opportunities within the MSHCP plan area dwindle. Staff recommend that any future Nexus Study analysis consider increased management needs associated with regular increases in total reserve system acres and other associated responsibilities.

Board Member Dale Welty wanted to know with the acres now under conservation and the projection of needing additional staffing, if the trust account was going to be enough. Aaron Gabbe, Regional Conservation Director, shared that the endowment fund was currently being built for long-term fund management. The targeted goal is \$153 million. The fund is high enough to fund what the Plan had anticipated for long-term management needs after the assembly reserve is completed.

Board Member Ruiz asked if RivCoParks responded to the recent Gillman Springs wildfire. Harry Sandoval stated that ranger staff were out there monitoring, there has not been a full report yet, it is still a little too early.

Aaron Hake, Executive Director, asked staff to briefly describe the response from ranger staff. Harry Sandoval explained that typically when there is a fire, rangers are the first to show up because they are out in the field. They help provide access and have a good relationship with CalFire. Rangers have also helped with finding landing zones for helicopters and other coordination.

Board Member Morabito wanted to know if the illegal dumping was everywhere and whether staff have determined how much it costs to clean it up. Harry Sandoval explained that there is

a tonnage for how much illegal dumping is cleaned up, and there is a cost associated with the removal.

Board Member Morabito thought the cost should be examined as it might be less expensive to institute free dumping days as this is an issue across the county and it is only getting worse. Also, if there was a goal as to when the staffing would be increased to the projected 28 positions needed.

Harry Sandoval stated there currently was not a goal to increase staffing to the projected level, this is something that would need to be analyzed through the Nexus Study to determine actual need and funding. It should be noted that not all 28 positions would be required as some of the administrative duties are currently being shared with other RivCoParks staff.

Board Member Martinez took a different approach to illegal dumping and wanted to know if the fines or consequences of dumping had been updated. The consequences could be shared as part of the public outreach that was performed. Using drones could also be helpful to increase the monitoring of the farther away areas.

Harry Sandoval shared that part of the concern with illegal dumping is that there are no enforcement capabilities for RivCoParks staff currently. This issue has been raised by staff and is part of the reason why the MSHCP contemplated the addition of law enforcement authority or a contract in place. There are no ramifications of illegal dumping, only public outreach and education.

Board Member Martinez wondered if illegal dumping was caught via a drone and it was reported to law enforcement that they would be able to issue a citation. Harry Sandoval noted it was possible, but also not a very high priority for law enforcement agencies.

Harry Sandoval added that RivCoParks does operate one drone currently and are looking to upgrade the system. The drone is utilized for monitoring encroachments, not for illegal dumping or other operations.

Vice Chair Spiegel stated that illegal dumping is not just an RCA issue, all city and county unincorporated areas have issues. There are opportunities available to dispose of waste, people just are not taking advantage of them. Regardless of what the fine may be, there are not enough people in the cities or the county to control it, let alone RCA.

Aaron Hake added that several years ago, RCA did talk to the California Department of Fish and Wildlife (CDFW) about adding game wardens to the area specifically in the MSHCP area. With the state having budget issues now may not be the time, but RCA could revisit this in the future.

This item is for the Executive Committee to receive a presentation on the work that the Riverside County Regional Park and Open-Space District (RivCoParks) carries out to protect and manage lands conserved by the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP).

8. UPDATE ON THE STATUS OF THE MAJOR AMENDMENT TO THE MSHCP

Aaron Gabbe provided an update on the status of the major amendment to the MSHCP. At the RCA Board Workshop, on September 5, 2025, the Board directed staff to amend the MSHCP to add Crotch's bumble bee (CBB) as a covered species.

Progress to date includes:

- Coordination meetings with the consultant, ICF, and the wildlife agencies;
- Development of an interim permitting pathway for CBB;
- Evaluation and identification of sensitive species in addition to CBB to consider for coverage under the MSHCP;
- Preparation of draft species accounts; and
- Development of a Memorandum of Understanding (MOU) with CDFW to permit incidental impacts to CBB from management and mitigation actions on MSHCP reserves.

The project team developed an interim permitting process to guide permittee planning staff on how to align the standard MSHCP permitting process with the separate CBB permitting process. While this interim permitting process does not provide streamlined permitting benefits, as each applicant must secure its own permit, it provides guidance to planning departments and applicants to make the permitting process easier until the amendment is complete. The RCA also offers applicants that need to mitigate for impacts to CBB the MSHCP reserve lands for habitat uplift. This type of mitigation includes habitat enhancement or restoration on the RCA's land. The RCA offers similar mitigation opportunities for applicants to comply with separate state and federal water permitting regulations.

Providing this service is becoming more time consuming and inefficient for the RCA, as each mitigation project is processed administratively as a separate project with its own conservation easement and separate endowment to fund long-term management. RCA staff are in the early stages of evaluating options that we could undertake to streamline these processes, which could include incorporating them into the MSHCP programmatic permitting and mitigation processes. This will be feasible and part of the amendment for CBB once the permits are amended and CBB is covered by the MSHCP. Integrating separate waters permitting processes into the MSHCP will require negotiating programmatic permits with water resources agencies, which can take a very long time. This has only been done twice in the last five years, so this is a recent development.

At the RCA Board Workshop, the Board expressed concern that additional species not covered by the MSHCP could become listed in the future. To address this concern, the project team evaluated a range of non-covered, sensitive species, with a potential likelihood of listing within the MSHCP permit term that expires in 2079. After careful vetting, staff elected to consider

three additional species to add to the MSHCP permit under this amendment process. These three species are: American bumble bee, under review for listing by the U.S. Fish and Wildlife Service (USFWS); monarch butterfly, identified by USFWS as a Candidate with listing warranted, but final listing is precluded by higher-priority actions; and ringtail, which is a State Fully Protected species, under the Fully Protected Status, take cannot occur without coverage under an Natural Community Conservation Plan (NCCP) such as ours. ICF prepared draft accounts for these three species, plus CBB, to begin informing the amendment process. Species accounts were developed to gather information on the ecology, life history, distribution in Western Riverside County, threats, and conservation needs.

The American bumble bee was one of the broadest ranging bumble bees in North America. Although still present across portions of its historical range, the American bumble bee has experienced sharp population declines. American bumble bee occurs in the Plan Area. Given statewide declines between 40 to 50 percent and extirpation from the Central Valley, it is likely that the species' population in the Plan Area has also declined. The species typically nests on the ground surface among tall grasses. Overwintering sites are in undisturbed substrate such as coarse, decaying woody debris near spring floral resources. The American bumble bee uses a variety of open habitats, including grasslands, farmland, and other open areas where sufficient floral resources are available. The species is a foraging generalist, using a diversity of flowering plants throughout the growing season for pollen and nectar. Suitable habitat consists of areas with adequate floral resources throughout the growing season, nest sites, and overwintering habitat for queens. The American bumble bee faces multiple, interacting threats including habitat loss and degradation, pesticide exposure, pathogens and parasites, climate change, and competition with non-native western honeybees.

In North America, monarch butterflies range from central and southern Canada south through nearly the entire continental U.S. There are two primary migratory populations, eastern monarchs overwinter primarily in large aggregations in central Mexico, while western monarchs overwinter along the California coast into Baja, Mexico. The western North American adaptive capacity unit occurs in the Plan Area. Monarchs occur throughout much of California, with greatest abundance historically reported in the Central Valley, the Coastal Ranges, and lower-elevation areas of the Sierra Nevada. Western monarchs typically arrive at coastal overwintering sites in late October or early November and remain there through winter. Monarch butterflies occur in the Plan Area during migratory movements and the breeding season. Suitable larval host plants are present in the Plan Area, and monarchs may breed wherever milkweed plants occur. Suitable habitats include natural and semi-natural habitats that support milkweed used for egg laying and larval development, and other species of flowering plants that provide nectar resources for adults. The butterfly has experienced substantial declines over the past several decades and faces multiple threats throughout its range. Loss and degradation of habitat are primary threats due to agricultural intensification, pesticide use, disease, and parasites.

The Southern California ringtail occurs across a broad geographic range extending from Oregon, Nevada, Utah, Colorado, and Kansas southward through the southwestern United States into southern Mexico including western Riverside County, with observations primarily in the

San Jacinto Mountains and the southwestern portion of the county. Ringtail occupies a variety of habitat types, including oak woodland, chaparral, conifer forest, riparian, and desert palm oases. They are typically associated with areas with structural features such as rock outcrops, cliffs, or large trees, and are frequently found within approximately 0.6 miles from a reliable water source. Ringtail is an opportunistic predator whose diet is dominated by small mammals, including mice, rats, rabbits, and squirrels but also includes birds and their eggs, reptiles, invertebrates, and fruits and nuts. Ringtail populations are primarily threatened by habitat loss, fragmentation, and degradation caused by development.

Staff are developing an MOU with CDFW that will enable the RCA and MSHCP reserve managers and the biological monitoring team to incidentally impact CBB while conducting routine management and monitoring actions on MSHCP ARL. This MOU will provide incidental take coverage for the RCA and MSHCP reserve managers and the Biological Monitoring Team until the Major Amendment is completed and the MSHCP permit from CDFW is amended.

In this amendment process we have learned from the Wildlife Agencies that they are hopeful that we can rely on the existing conservation strategy with some additional land management actions to meet permit issuance criteria for CBB and other species. For this approach to work, it is necessary to demonstrate that reserve assembly is functioning as intended by the MSHCP. We are aware of areas with reserve assembly shortfalls and staff are working with the Wildlife Agencies to quantify the amount of these shortfalls. The Wildlife Agencies have committed to working with the RCA and other Permittees to address these shortfalls.

Vice Chair Spiegel wanted to confirm that the main focus of the Major Amendment was the CBB, and these other three species are also going to be included.

Aaron Gabbe clarified that the primary concern was to amend the permit to add CBB. The direction from the Board was to complete a due diligence to see if there were any other species that should be included, to avoid amending the Plan a second time. Staff are currently proceeding as if the other three species will be added to the MSHCP, but it is possible as more information becomes available it will not be feasible or necessary to include them with CBB.

Vice Chair Spiegel was disappointed as it was thought that mentioning a Major Amendment meant making a major change to the MSHCP, and if a change was being brought back for discussion. Aaron Gabbe stated staff are first starting with CBB, and it has become apparent that if RCA is going to gain more flexibility, there are places that have shortfalls. Staff expect to be done by the end of May with the spatial analysis to identify where the shortfalls are, and how they can be made up.

Board Member Welty wanted to know when staff would be able to report on other sections of the amendment and the re-mapping of the area. Aaron Gabbe shared that staff will know how much needs to be made up and where it is available, though it is not a straightforward GIS analysis. This summer is when staff are going to start discussing this because the trades need to be in-kind for species. The goal is by late summer or early fall to have a solid understanding of the numbers and what is needed.

Aaron Hake added that the Strategic Improvement Assessment and Action Plan (SIAAP) was generated from concerns with the Habitat Acquisition Negotiation Strategy (HANS) process with RCA being forced to buy properties and not having any flexibility. The study found that the HANS process is not the problem, it is the way the Plan has been developed since permitting began. The CBB amendment is allowing staff to complete the analysis, to look at where the Plan is behind and creating some inflexibility. Through this process, RCA can also open some more flexibility. This is going to be very difficult; it will cost more money and will force RCA to buy more land to add CBB and make up any shortfalls in areas of the Plan that are overdeveloped. Part of this process will be to identify where RCA is behind and then develop a strategy for how we catch back up, providing some flexibility.

Aaron Gabbe stated that RCA is really hoping to not have to buy additional land, or to require additional conservation above and beyond the current obligation of 153, 000 to cover these other species.

Vice Chair Spiegel took issue with the players that try to play RCA, and we must find a way to push back against it.

Aaron Hake shared that another element of the solution is RCA needs to partner more with member agencies land use planning departments. RCA has found inconsistencies in general plans between where conservation and development should be. Having helped in setting up these designations first, RCA could avoid some of these issues. This is something that RCA will struggle with as they do not have land use authority. When a city makes a zoning change on a property that is supposed to be conserved, the HANS process says RCA needs to buy it but is now doing so at the industrial value rather than open space or rural residential.

Board Member Washington stated that there was push back when these issues are brought up that conservation does not follow common sense rules. What is being forgotten is that when this plan was set-up 20 years ago, everybody applauded the effort because it streamlined development. As we have grown over the last 20 years, and space has become more of a commodity, people are starting to push back or manipulate. The original message needs to be brought back, and cities need to get on board to become disciples of the MSHCP.

Board Member Welty shared that the concern for cities in downgrading areas is having property owners complaining and the financial burden now falling on the city not RCA.

This item is for the Executive Committee to receive and file an update on the status of the Major Amendment to the MSHCP.

9. BOARD OF DIRECTORS / EXECUTIVE DIRECTOR REPORTS

Aaron Hake introduced new staff Maria Garcia, Financial Budget Manager, and Cody Bear Sutton, Reserve Management/Monitoring Manager.

10. ADJOURNMENT

There being no further business for consideration by the Executive Committee, Chair Bash adjourned the meeting at 12:18 p.m. The next meeting of the Executive Committee is scheduled to be held on **Monday, May 4, 2026.**

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lisa", with a long horizontal flourish extending to the right.

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 6B

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY	
DATE:	May 4, 2026
TO:	Executive Committee
FROM:	Linda Fakhouri, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Matthew Wallace, Deputy Director of Administrative Services
SUBJECT:	Recurring Contracts for Fiscal Year 2026/27

STAFF RECOMMENDATION:

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

- 1) Approve the single-year recurring contract with the Santa Ana Watershed Association (SAWA) for biological monitoring services in an amount not to exceed \$2,324,595, for FY 2026/27; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of RCA.

BACKGROUND INFORMATION:

RCA annually evaluates existing professional services contracts due to expire within the next fiscal year. These contracts may be placed on the calendar for a new procurement solicitation, allowed to expire if no longer required, or included in the annual recurring contracts list that is subject to Board approval. Most contracts for professional services are subject to a competitive process.

This year’s recurring contracts list includes SAWA, which provides unique and specialized services and works closely with staff on long-term projects. Staff desires to retain SAWA on the recurring contracts list due to their historical knowledge, extensive knowledge of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) covered species, unique experience, and understanding of both the RCA and its projects. Under limited circumstances in accordance with the Procurement Policies Manual adopted in December 2025, staff believe it is more efficient and cost effective to retain consultants on the recurring contracts list rather than rebidding the services. Approval of the recurring contract will allow the RCA to continue working on existing projects without interruptions and to maintain consistency.

Below is the proposed recurring contract for FY 2026/27, followed by a summary supporting its inclusion as a recurring contract. Following Board approval, staff will develop an appropriate agreement for these services. Accordingly, staff recommends Board authorization for the Chair or Executive Director to execute the agreement on behalf of the RCA.

RECURRING CONTRACTS FOR FY 2026/27

This is the single-year contract with SAWA. Staff recommends Board approval of this agreement in the amount of \$2,324,595.


Consultant Name	Agreement Number	Type of Service	FY 2025/26 Amount	FY 2026/27 Amount	Dollar Change
Santa Ana Watershed Association	26042-00	Monitoring program services for the MSHCP	\$2,279,725	\$2,324,595	\$44,870
Total			\$2,279,725	\$ 2,324,595	\$44,870

Santa Ana Watershed Association

Monitoring Program activities are implemented within the MSHCP Conservation Area on lands that are owned and managed by the various MSHCP participants. To ensure consistency in monitoring efforts throughout the Conservation Area, the Monitoring Program is overseen and implemented by a Monitoring Program Administrator. RCA contracts with SAWA as the Monitoring Program Administrator. The duties and responsibilities of the Monitoring Program Administrator are described in Volume 1, (Part 2) Section 6.6.6 of the MSHCP.

The Monitoring Program is responsible for monitoring the status and trends of the 146 Covered Species and associated vegetation communities and wildlife habitats over a 500,000-acre Conservation Area. Included in the duties are biological surveys, training, data management, and reporting. Administrative costs associated with the FY 2026/27 budget have increased by approximately 2 percent compared to the FY 2025/26 budget primarily related to increased staff salaries and rent, partially offset by a decrease in equipment costs.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2026/27	Amount:	\$2,324,595
Source of Funds:	Tipping Fees, Local Development Mitigation Fees, and Interest			Budget Adjustment:	No
GL/Project Accounting No.:	51630-9353X0-527980 \$2,324,595				
Fiscal Procedures Approved:				Date:	4/28/2026

AGENDA ITEM 7

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

DATE:	May 4, 2026
TO:	Executive Committee
FROM:	Sergio Vidal, Chief Financial Officer Jennifer Fuller, Deputy Director of Finance Daniel Hernandez, Financial Administration Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Adoption of Fiscal Year 2026/27 Budget

STAFF RECOMMENDATION:

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

- 1) Adopt the Fiscal Year 2026/27 Budget and related Resolution No. 2026-003 *“Resolution of the Board of Directors of the Western Riverside County Regional Conservation Authority Adopting the Fiscal Year 2026/27 Operating and Capital Budget Including Budget Policies”*; and
- 2) Approve the Biological Monitoring Program Work Plan and Cost Estimate included as Appendix B in the FY 2026/27 Budget.

BACKGROUND INFORMATION:

Staff completed the budget preparation process for the proposed FY 2026/27 Budget, and relevant budget schedules are included as Attachment 1. The budget document consists of an Executive Summary including appendices comprised of a glossary of terms and acronyms and the Biological Monitoring Program Work Plan and Cost Estimate for FY 2026/27. Attachment 2 consists of the budget resolution. The resolution includes adoption of the budget policies which are listed in the Executive Summary. The policies include endowment funding, non-development HANS funding level, economic stability policy, funding allocations, fund balance policy, and the RCTC deposit. The inclusion of a summary of policies impacting on the budget promotes fiduciary responsibility and organizational excellence.

A requirement and key component of the Multiple Species Habitat Conservation Plan (MSHCP) is the Biological Monitoring Program (Monitoring Program), which collects data on the MSHCP’s 146 Covered Species and their associated habitats. Monitoring results are used to assess the MSHCP’s effectiveness at meeting conservation objectives and to provide information to the management team described in Section 5.0 of the MSHCP. The California Department of Fish and Wildlife provided staff and other support until June 30, 2012. Since that time, RCA has provided all Monitoring Program funding except for one full-time staff position and a vehicle which are funded by the State of California.

The MSHCP requires the Monitoring Program Administrator to submit an annual Work Plan and Cost Estimate for implementation of the Monitoring Program. The Work Plan and Cost Estimate are part of the annual RCA budget and must be approved by the RCA Board of Directors.

DISCUSSION:

FY 2026/27 Budget

RCA's budget consists of four primary programs – habitat acquisition, reserve management and monitoring, program administration, and endowments – that are accounted for in the general fund, capital projects fund, and endowments fund. The general fund and endowments fund comprise the operating budget, while the capital projects fund is the capital budget.

The proposed FY 2026/27 Budget overall has uses exceeding sources. At the individual fund level, staff anticipates use of accumulated fund balance in the general fund and capital projects fund and sources exceeding uses in the endowments fund. Staff anticipates use of fund balance in the general fund to offset anticipated contract costs and in the capital projects fund to make planned additional reserve lands purchases.

Within the Executive Summary, budgeted sources and uses are presented from two different perspectives, comparative (Table 9) and by fund and program (Table 10).

From an operating perspective, overall, the FY 2026/27 Budget anticipates sources (revenues) at approximately \$39.8 million offset by uses (expenditures) of \$56.2 million.

Sources (Table 1)

Total FY 2026/27 budgeted sources are \$39.7 million, representing a 6% increase compared to FY 2025/26 projected actuals. The increase is primarily driven by anticipated increases in capital contributions and donations, partially offset by projected declines in other fee revenues and investment interest.

Local Development Mitigation Fees (LDMF) are budgeted at \$18.0 million, consistent with FY 2025/26 projected actuals and amended budget levels. This reflects continued moderation in development activity compared to FY 2024/25, when actual collections totaled \$33.1 million.

Grant revenues estimated to be collected are \$1.5 million, comprising funds from a cooperative agreement with Caltrans to purchase Arroyo Toad inhabited properties. This amount reflects a 16% decrease when compared to FY 2025/26 projected revenue of \$1.8 million, which included federal 2023 Section 6 funds and state match funds for the Pellon Property purchase. FY 2024/25 revenue of \$21.4 million included mostly state grants from California Department of Fish and Wildlife's 30x30 and the California Natural Resources Agency (i.e. Jurupa Mountain Grant) to help complete various acquisitions.

Capital contributions and donations of \$10.6 million reflect an increase of 225% as 7 properties totaling 311 acres are expected to be donated in FY 2026/27.

Other revenue sources—including tipping fees, Transportation Uniform Mitigation Fees (TUMF), other fee revenue, reimbursements for services, and interest earnings—are budgeted conservatively and generally align with FY 2025/26 projected collections, with interest revenue reflecting moderating investment yields.

Uses (Table 2)

Total FY 2026/27 budgeted uses are \$56.2 million, representing an approximate 12% increase compared to FY 2025/26 projected actuals. The increase is primarily attributable to higher contract expenditures and the planned early retirement of debt associated with the Toscana land acquisition, partially offset by reduced habitat acquisition and maintenance costs. Contract expenditures total \$15.1 million, reflecting increases in management services provided by RCTC and reserve land management services provided by the Riverside County Regional Park and Open-Space District.

Habitat acquisition and maintenance expenditures are budgeted at \$25.9 million. The budget anticipates the acquisition of approximately 1,014 acres using mitigation revenues and fund balance, the acquisition of approximately 164 acres using grant funding, and the donation of approximately 311 acres during FY 2026/27.

Debt service payments totaling \$12.6 million represent the third and fourth of four scheduled annual payments related to the Toscana acquisition and result in the early retirement of the associated notes payable.

Fund Balance

Overall, the agency is projected to end the upcoming fiscal year (June 30, 2027) with approximately \$82.6 million in fund balance across all its operating units, as follows:

Fund	Amount
General Fund	\$19.8 million
Capital Projects Fund (Land Acquisition)	\$25.1 million
Endowments Fund	\$37.7 million
Total	\$82.6 million

It is anticipated that both the general and capital projects funds will have fund balance (reserves) more than Board approved policies. Staff will continue to monitor both revenue and expenditure trends along with the economy (national and local) which may impact budgetary assumptions and return to the Board if amendments to the budget are warranted.

A summary of the proposed FY 2026/27 Budget is as follows:

FY 2026/27 Budget	
Sources:	
Local Development Mitigation Fees	\$ 18,000,000
State and Federal Grants	1,478,600
Capital Contributions and Donations	10,643,000
Tipping Fees	3,600,000
TUMF	700,000
Other Fee Revenue	870,000
Reimbursement for Services	182,300
Other Revenue	161,500
Interest	3,124,600
Operating Transfers In	1,000,000
Total Revenues and Other Sources	39,760,000
Uses:	
General Administration	\$ 687,100
Contracts	15,087,900
Legal Services	750,000
Principal Payment	12,318,100
Interest Payment	277,200
Assessments and Fees	120,000
Capital Outlay	25,948,100
Other Capital Charges	25,000
Operating Transfers Out	1,000,000
Total Expenditures and Other Financing Uses	56,213,400
Excess of Revenues and Other Sources Over Expenditures and Other Uses	(16,453,400)
Beginning Fund Balance (Projected)	99,060,677
Ending Fund Balance (Projected)	\$ 82,607,277

Staff recommend adoption of the FY 2026/27 Budget and the related resolution (Attachment 2) to adopt the annual operating and capital budget. The resolution also includes adoption of the budget policies listed in the Executive Summary.


Work Plan and Cost Estimate

The Biological Monitoring Program FY 2026/27 Work Plan and Cost Estimate included as Appendix B to the Executive Summary describes the monitoring activities planned and schedule for field work and provides the cost estimate for personnel and operations costs. The cost

estimates related to the work plan are as follows and are classified in services and supplies - contracts in the FY 2026/27 Budget:

Biological Monitoring Program	
Annual Routine Monitoring	\$2,299,600
Reimbursable Monitoring	25,000
Total Biological Monitoring Costs	\$2,324,600

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2026/27	Amount:	\$39,760,000 Sources (\$56,213,400) Uses
Source of Funds:	LDMF; grants; contributions and donations; interest; and other revenues			Budget Adjustment:	No
GL/Project Accounting No.:	Various funds and accounts				
Fiscal Procedures Approved:				Date:	4/28/2026

Attachments:

- 1) FY 2026/27 Budget
- 2) Resolution No. 2026-003

FY 2026/27 Budget Executive Summary

Mission

The Western Riverside County Regional Conservation Authority (RCA) was formed in 2004 as a joint powers authority to achieve one of America's most ambitious environmental efforts, the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan). The MSHCP is a comprehensive, multi-jurisdictional habitat conservation plan focusing on the permanent conservation of 500,000 acres and the protection of 146 covered species, including 35 that are currently listed as threatened or endangered. The 500,000-acre reserve is comprised of 347,000 acres of Public/Quasi-Public (PQP) lands and 153,000 acres of Additional Reserve Lands (ARL). RCA completed the PQP lands at the inception of the Plan and will assemble the ARL acres over the land acquisition period of the permits.

The MSHCP was developed in response to the need for future growth opportunities in Western Riverside County while addressing the requirements of the state of California (State) and federal Endangered Species Acts. Working in partnership, local, state, and federal leaders developed the MSHCP under the authority of the California Natural Communities Conservation Planning Act of 2001 and Section 10 of the federal Endangered Species Act of 1973. The MSHCP streamlines environmental permitting processes by allowing the participating jurisdictions to authorize "take" of plant and wildlife species identified within the Plan area. Accordingly, under permits for critical wildlife areas, the MSHCP has expedited construction of numerous major freeway and road improvements in Riverside County, while reducing project costs. At the same time, MSHCP implementation provides a coordinated MSHCP conservation area and implementation program to preserve biological diversity and maintain the region's quality of life.

Under the authority of the RCA Joint Exercise of Powers Agreement (JPA) and the MSHCP Implementing Agreement (IA), RCA oversees and administers the MSHCP in support of its Member Agencies, which include the 18 western cities and the County of Riverside (County). Other local, regional, state, and federal partner agencies work together with the RCA to ensure the protection of the 146 species covered by the MSHCP. In accordance with the MSHCP, RCA's core responsibilities consist of:

- Habitat acquisition;
- Reserve management and monitoring; and
- Program administration.

As the nation's largest habitat conservation plan, the MSHCP strengthens the sustainability and quality of life in Western Riverside County by nurturing economic development opportunities, alleviating traffic congestion, protecting natural resources, and improving air quality.

Introduction

In November 2020, RCA and the Riverside County Transportation Commission (RCTC) entered into an Implementation and Management Services Agreement (Management Agreement) effective January 1, 2021. Under the Management Agreement, RCTC administers, coordinates, and supervises the activities of RCA as set forth in the JPA and acts for RCA in accomplishing its mission. Prior to January 1, 2021, the County served as RCA's managing agency.

The RCA budget for FY 2026/27 is presented to the Board of Directors (Board) and the citizens of Western Riverside County. The budget outlines the habitat acquisition, reserve management and monitoring, program administration, and endowment activities RCA plans to undertake during the year. Source and use appropriations along with fund balance projections are included to fund these tasks and provide an indicator of the estimated financial condition. This document serves as RCA's monetary guideline for the fiscal year. To provide the reader with a better understanding of RCA's operations and activities, staff has included descriptive information regarding each function in this Executive Summary.

The local, regional, state, and federal economies continue to recover from recent inflationary pressures. While the local economy is stable, current geopolitical uncertainties along with a recent slowdown in local development activity support conservative revenue projections. This budget is presented based on the best available economic information. The Board and staff will continuously monitor, assess, and adjust the budgeted revenues and expenditures as necessary during the fiscal year.

Budget Policies

RCA maintains budget policies that promote fiduciary responsibility and organizational excellence.

ENDOWMENT	
Endowment Funding	Fifteen percent of local development mitigation fees (LDMF) collected will be allocated to the endowment for future preservation in alignment with the Recommended Fee Level – 15 Year Extension (Table 28) in the 2020 Nexus Study adopted by the Board in December 2020. Ten percent of Participating Special Entities (PSE) revenue will be allocated to the endowment for future preservation.
HABITAT ACQUISITION	
Non-Development HANS Funding Level	The MSHCP allows property owners who do not intend to file a development application to submit their properties for evaluation and possible acquisition under the Habitat Evaluation and Acquisition Negotiation Strategy (HANS) process. Section 6.1.1 of the MSHCP requires separate accounting and a priority list be established for properties that fall within this category. Land Acquisition Policy 1.13 requires that the level of funding to be set aside for the purchase of Non-Development HANS properties be reviewed annually and set by the Board. The percentage set aside has varied between 1 percent and 5 percent. Since inception, RCA has set aside approximately \$11.6 million in LDMF revenues and interest in the Non-Development HANS fund. RCA has acquired 16 properties totaling 2,190 acres eligible for this program for about \$8.6 million in costs. RCA has a balance of approximately \$2.4 million in the fund for eligible properties. There are currently two properties on the list, and staff is in the process of negotiating various other Non-Development HANS properties. Five percent of LDMF collected in FY 2026/27 will be allocated for acquisition of Non-Development HANS lands.
PROGRAM ADMINISTRATION	
Economic Stability Policy	A minimum cash level of \$9 million will be maintained to continue operations for at least 18 months in accordance with Resolution No. 10-005 adopted by the Board in June 2010. If the balance declines below the minimum level, RCA will curtail new RCA-funded land acquisitions for that fiscal year until the minimum cash balance is restored. Multi-year purchase and sale agreements for which RCA is obligated to fund are exempt from the policy. RCA will continue to accept land donations, pursue opportunities for grant funding, and continue to negotiate purchases and sale agreements with closing dates extended to a future fiscal year in which the cash flow can adequately fund the purchase while preserving the minimum cash balance.
Funding Allocations	LDMF revenues will be allocated to program needs related to habitat acquisition, reserve management and monitoring, program administration, and endowment funding in accordance with the 2020 Nexus Study. Costs will be charged to the appropriate program, and LDMF revenues will be used to the extent that other funding sources are not sufficient to fund these programs.
Fund Balance Policy	The general fund should have a minimum unrestricted fund balance of 100 percent of the next fiscal year's general fund annual budgeted operating expenditures in accordance with Resolution No. 2016-010. This target amount has been established to provide a reasonable level of assurance that the RCA's day-to-day operations will be able to continue even if circumstances occur where revenues are insufficient to cover expenditures.

RCTC Deposit

RCTC provides staffing and facilitates payments for RCA services not provided by the County. Therefore, RCA must maintain an adequate deposit with RCTC to allow for these payments by RCTC before reimbursement occurs. The amount of the deposit will be reviewed and increased as needed to maintain an amount equal to two anticipated monthly invoices in the upcoming year.

Budget Goals and Objectives

To meet the RCA Board's expectations related to its approval of the RCTC Management Agreement, the FY 2026/27 budget remains focused on three key priorities:

SUSTAINABILITY OF THE MSHCP	
Funding	RCA will work with Member Agencies to ensure the collection of fees to support RCA core functions, as well as seeking other opportunities for funding.
Grants	RCA will focus on seeking and retaining state and federal grant funding to support habitat acquisition while complying with grant requirements.
Reserve Management	RCA will focus on managing and monitoring its reserve lands to meet the objectives stated in the MSHCP.
Fiscal Prudence	Maintain necessary cash and fund balance ensuring ongoing operations will continue in the event of an economic downturn.

ORGANIZATIONAL EXCELLENCE	
Management	RCA will operate in an efficient, professional, consistent, and productive manner under the management of RCTC.

PARTNERSHIPS	
Communication	RCA will strengthen communications to stakeholders, members of the public, and elected officials to be transparent about RCA's conservation efforts, funding, and collaboration opportunities.

Budget Overview

Riverside County, along with the state and federal economies, continue to recover from the recent high levels of inflation. Lingering challenges impacting RCA include the high cost of land in the region and geopolitical uncertainties which may impact certain funding sources. Due to the current economic climate, including an apparent slowdown in development activity in Western Riverside County, fiscal prudence was the guiding light behind budget development for FY 2026/27.

The challenges and uncertainties outlined above support a conservative FY 2026/27 LDMF projection consistent with the amended FY 2025/26 budget despite an automatic annual LDMF adjustment on July 1st in accordance with the Member Agency ordinances, resolutions, and the MSHCP Mitigation Fee Implementation Manual.

If revenues or expenditures appear to be trending higher in FY 2026/27, staff will propose adjustments to the budget projections for Board approval, as necessary.

The tables in this Executive Summary include actual amounts for FY 2024/25, the amended FY 2025/26 budget, projected year-end amounts for FY 2025/26, and the budget for FY 2026/27. The amended FY 2025/26 budget represents the sum of the Board adopted budget and Board approved budgetary adjustments. A summary of the approved adjustments is included below.

- In the second quarter, RCA amended the FY 2025/26 budget to increase appropriations for contracts in the general fund's reserve management and monitoring budget for professional services associated with amending the MSHCP for Crotch's bumble bee.

- In the fourth quarter, RCA amended the FY 2025/26 budget to decrease appropriations for LDMF and Transportation Uniform Mitigation Fee (TUMF) revenue following an apparent slowdown in development-based revenue collections in FY 2025/26. Other Fee Revenue appropriations were increased to reflect FY 2025/26 collections. In addition, staff processed an increase in contract appropriations to account for RCTC staffing additions (i.e. MSHCP Compliance Manager and Senior Management Analyst-RCA) and other program needs including species monitoring and environmental consulting. Assessments and Fees appropriations were increased related to recently purchased properties. An appropriation transfer for legal services was processed from the capital projects fund to the general fund. Such transfer did not increase the overall legal services budget.

Projections for FY 2025/26 sources and uses are provided as both a look forward for the current fiscal year and as a comparison point in developing the FY 2026/27 sources and uses.

Sources

Sources are comprised of revenues and operating transfers in. Total sources (Table 1) are budgeted at \$39,760,000, an increase of 6% from FY 2025/26 projected sources.

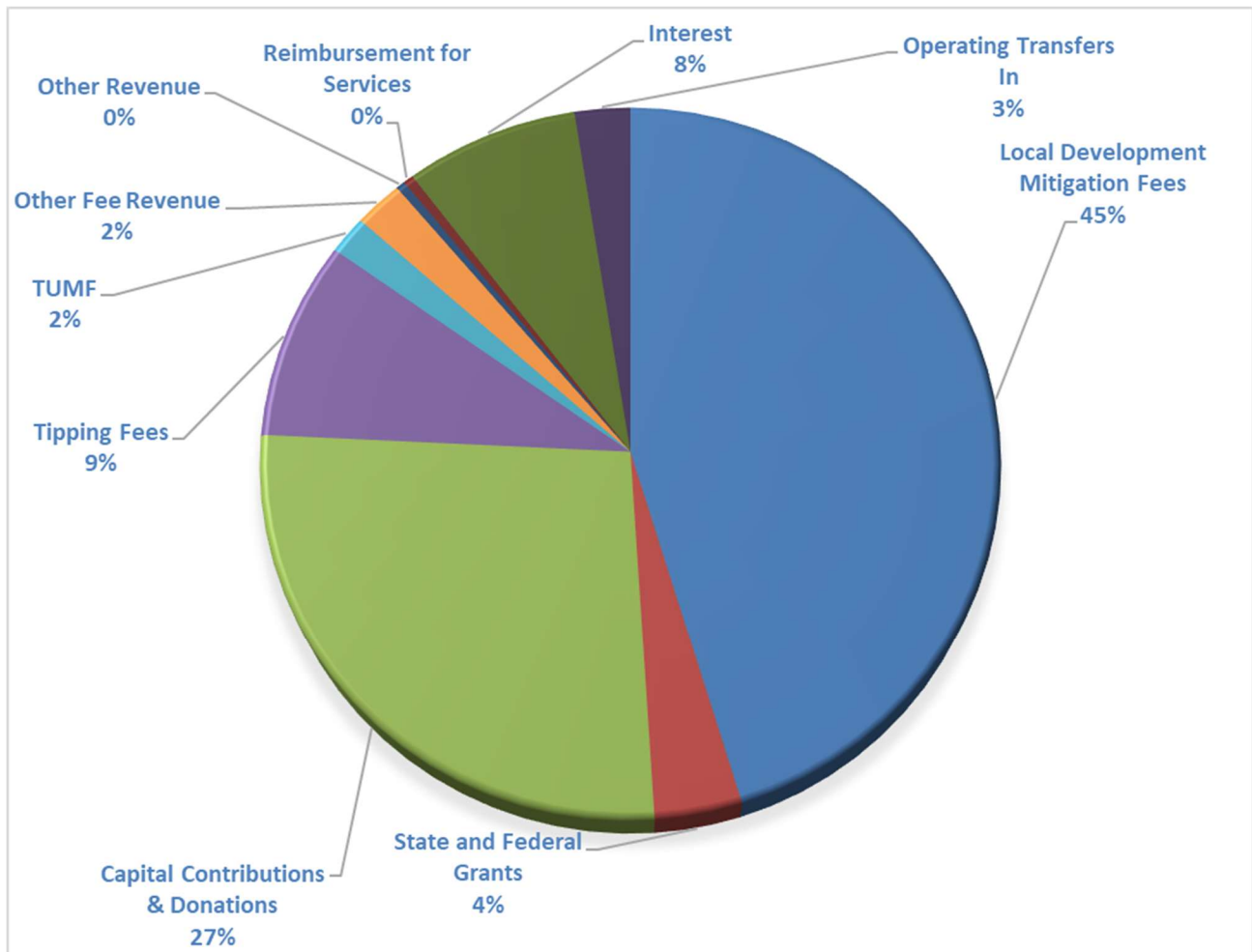
Table 1 – Sources FY 2026-2027

	FY 2025 Actuals	FY 2026 Amended Budget	FY 2026 Projected Actuals	FY 2027 Budget	Dollar Change*	Percentage Change*
Local Development Mitigation Fees	\$ 33,138,257	\$ 18,000,000	\$ 18,000,000	\$ 18,000,000	\$ -	0%
State and Federal Grants	21,382,378	6,788,000	1,766,400	1,478,600	(287,800)	-16%
Capital Contributions & Donations	19,100,321	10,856,500	3,270,300	10,643,000	7,372,700	225%
Tipping Fees	3,754,535	3,600,000	3,750,000	3,600,000	(150,000)	-4%
TUMF	1,122,759	700,000	700,000	700,000	-	0%
Other Fee Revenue	1,532,049	1,407,900	3,627,000	870,000	(2,757,000)	-76%
Other Revenue	418,676	181,300	151,000	161,500	10,500	7%
Reimbursement for Services	228,110	197,100	130,000	182,300	52,300	40%
Interest	5,356,621	2,750,600	4,546,000	3,124,600	(1,421,400)	-31%
Operating Transfers In	2,200,000	1,503,200	1,503,200	1,000,000	(503,200)	-33%
Total	\$ 88,233,706	\$ 45,984,600	\$ 37,443,900	\$ 39,760,000	\$ 2,316,100	6%

*Dollar and percentage change are between the FY 2026/27 budget and the FY 2025/26 projected sources.

RCA's sources for FY 2026/27 are illustrated in Chart 1.

Chart 1 – Major Sources Categories FY 2026-2027



Local development mitigation fees are RCA's primary revenue source. The LDMF is required to be imposed and calculated, collected, and remitted by the Member Agencies to RCA in accordance with their obligations under the MSHCP. From FY 2020/21 through FY 2024/25, RCA experienced steady LDMF collections. However, as previously discussed, RCA amended FY 2025/26 budget to decrease appropriations for LDMF from \$25,600,000 to \$18,000,000 following an apparent slowdown in development-based revenue collections. Due to continued uncertainties related to the current economic climate and apparent slowdown in local development activity, the budget for LDMF revenues for FY 2026/27 will be maintained at \$18,000,000, consistent with the FY 2025/26 amended budget and projected actuals. The FY 2026/27 budget and FY 2025/26 projected actuals are approximately 46% less than FY 2024/25 actual LDMF revenues of \$33,138,257. In July 2026, Member Agencies will again implement an automatic annual LDMF adjustment in accordance with the Member Agency ordinances, resolutions, and the MSHCP Mitigation Fee Implementation Manual. In FY 2026/27, 15% of the LDMF revenues will be placed in an endowment fund for use for reserve management and monitoring and program administration after the completion of the land acquisition period. This is in accordance with the 2020 Nexus Study.

State and federal grants represent 4% of total revenues for FY 2026/27; such grants for habitat acquisition vary annually based on availability, amount, term, and eligible costs. Some grants require matching funds. Grants and contributions for FY 2026/27 are \$1,478,600, a 16% decrease from the FY 2025/26 projected grants revenue. Funding is anticipated from the following grant:

- \$1,478,600 from a cooperative agreement with Caltrans to purchase Arroyo Toad inhabited properties.

Staff is actively pursuing other grant opportunities including federal non-traditional Section 6 grants, funding from the California Natural Resources Agency related to the Governor's 30x30 initiative, and other funding opportunities through the Wildlife Conservation Board. If successful, staff will return to the Board with budget adjustments as needed when other grant opportunities are secured.

Capital contributions and donations arise from the donation of lands to the RCA. RCA works with multiple private developers and individuals to accept various reserve land donations. For FY 2026/27, RCA anticipates receiving approximately 311 acres of ARL with an estimated value of nearly \$10,643,000 as capital contributions and donations.

Tipping fees are contributed to the RCA by the County on out-of-county waste tonnage collected at County landfills. For FY 2026/27, tipping fees for an estimated 2.13 million out-of-county waste tonnage are \$3,200,000. A set amount of \$400,000 is also contributed from in-county tonnage for a total budget amount of \$3,600,000. Together, tipping fees are anticipated to be in line with FY 2025/26 projected revenues of \$3,750,000.

Transportation Uniform Mitigation Fee revenues are based on an amended Memorandum of Understanding (MOU) with the Western Riverside Council of Governments (WRCOG). RCA receives 1.47% of TUMF assessments on new residential and commercial development in Western Riverside County. As previously discussed, RCA amended the FY 2025/26 budget to decrease appropriations for TUMF from \$1,100,000 to \$700,000 following an apparent slowdown in development-based revenue collections. In coordination with WRCOG, the FY 2026/27 budget for TUMF fees will be maintained at \$700,000, consistent with the FY 2025/26 amended budget and projected actuals. The FY 2026/27 budget and FY 2025/26 projected actuals are approximately 38% less than FY 2024/25 actual TUMF fees of \$1,122,759.

Other fee revenue relates to governmental civic and infrastructure mitigation contributions and PSE contributions that need take coverage for their projects. Revenues from these sources are traditionally hard to predict. Most of the budget of \$870,000 is related to Riverside County Flood Control and Water Conservation District projects. The FY 2026/27 budget is a 38% decrease compared to the FY 2025/26 amended budget, and 76% decrease compared to FY 2025/26 projected revenues.

Other revenue of \$161,500 includes rental income on reserve lands.

Reimbursement for services of \$182,300 represents less than 1% of total budgeted revenues and relates to reimbursements for work on joint project reviews as well as reimbursements from developers for specific projects.

Interest revenues from the County pool of \$3,124,600 reflect a conservative investment yield of 3.5% as the average monthly yield for FY 2025/26 through February 2026 is at approximately 3.9%. Interest revenue comprises approximately 8% of total budget sources and exceeds the FY 2025/26 amended budget by 14%. The FY 2025/26 amended budget was based on a 3% investment yield.

Operating transfers in of \$1,000,000 consist of LDMF revenues received in the capital projects fund (i.e. habitat acquisition) and transferred into the general fund to fund program administration and reserve management and monitoring uses. The 2020 Nexus Study permits the use of LDMF revenues to fund all RCA functions, including program administration and reserve management and monitoring. The operating transfers in are directly offset by the operating transfers out in the capital projects fund.

Uses

Uses consist of expenditures and operating transfers out. Total uses (Table 2) for RCA's programs are budgeted at \$56,213,400, an increase of 12% from FY 2025/26 projected uses and an 26% decrease from the FY 2025/26 amended budget.

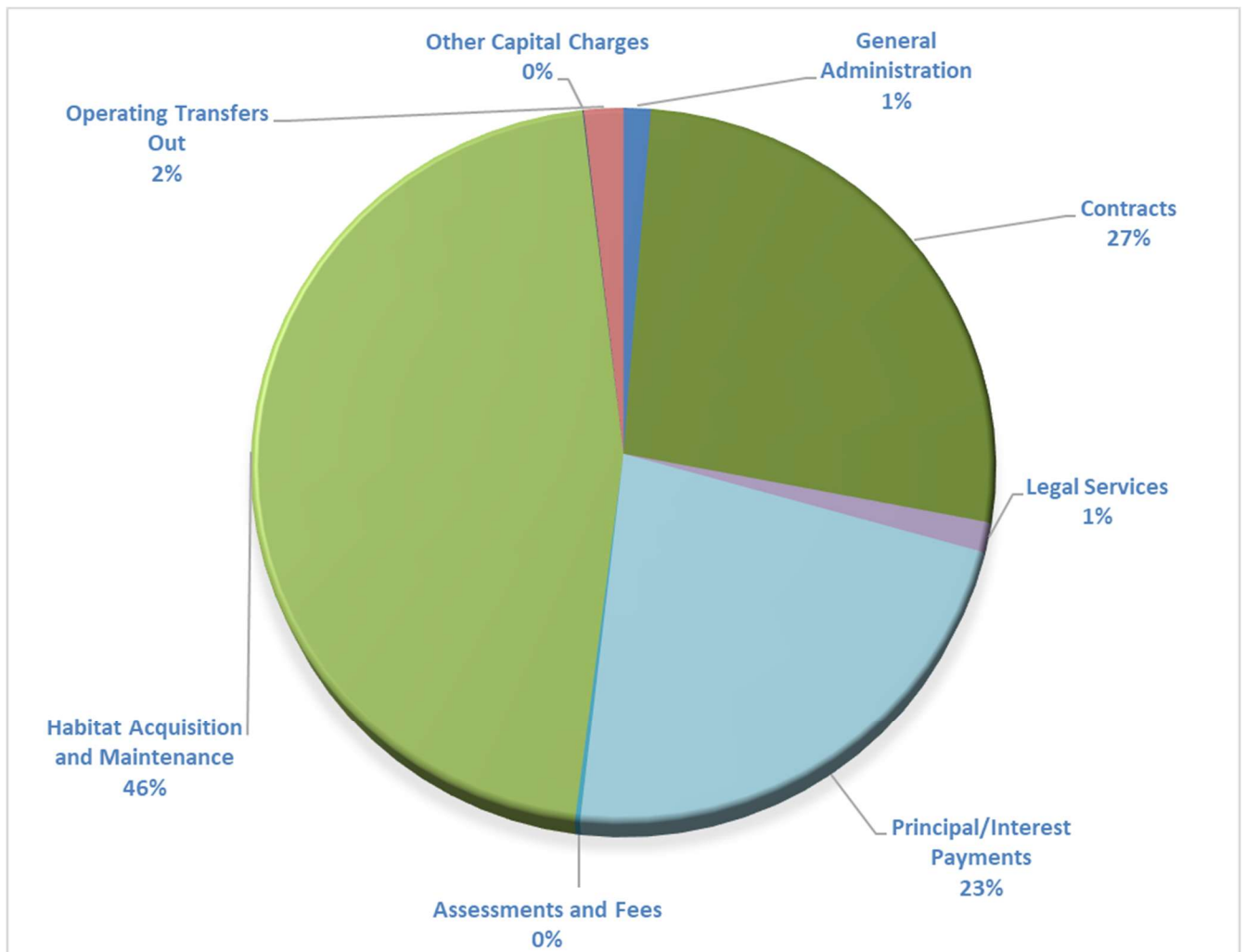
Table 2 – Uses FY 2026-2027

	FY 2025 Actuals	FY 2026 Amended Budget	FY 2026 Projected Actuals	FY 2027 Budget	Dollar Change*	Percentage Change*
General Administration	\$ 459,985	\$ 570,700	\$ 528,200	\$ 687,100	\$ 158,900	30%
Contracts	10,667,041	14,335,400	11,164,600	15,087,900	3,923,300	35%
Legal Services	297,601	650,000	527,300	750,000	222,700	42%
Rent/Lease Building	178,763	-	-	-	-	0%
Principal Payment	5,825,426	5,956,500	5,956,500	12,318,100	6,361,600	107%
Interest Payment	542,250	411,200	411,200	277,200	(134,000)	-33%
Assessments and Fees	86,182	110,000	110,000	120,000	10,000	9%
Habitat Acquisition and Maintenance	51,373,179	52,733,500	30,060,800	25,948,100	(4,112,700)	-14%
Other Capital Charges	-	25,000	16,400	25,000	8,600	52%
Operating Transfers Out	2,200,000	1,503,200	1,503,200	1,000,000	(503,200)	-33%
Total	\$ 71,630,426	\$ 76,295,500	\$ 50,278,200	\$ 56,213,400	\$ 5,935,200	12%

*Dollar and percentage change are between the FY 2026/27 budget and the FY 2025/26 projected uses.

RCA's uses for FY 2026/27 are illustrated in Chart 2.

Chart 2 – FY 2026-2027 Uses by Major Category



General administration expenditures of \$687,100 in the FY 2026/27 budget reflect a 30% increase over FY 2025/26 projected expenditures and 20% increase over the FY 2025/26 amended budget. The increase is largely attributed to an anticipated increase in insurance costs. General administration expenditures include insurance, external auditors, and other office costs. The RCA continues to receive some services from the County, including use of the County's financial system and other information technology solutions. The County Auditor-Controller and Treasurer-Tax Collector continue to serve those roles for RCA.

Contract expenditures include costs paid by RCTC and reimbursed by RCA through the management services agreement and amounts paid to Riverside County Regional Park and Open-Space District (Parks) for land management services. RCA pays all contracts through RCTC except for County provided services. The FY 2026/27 contract budget of \$15,087,900 reflects a 35% increase over FY 2025/26 projected expenditures and 5% increase from the FY 2025/26 amended budget. Contract expenditures are comprised of the RCTC management services agreement and the contract with Parks. Approximately 87% of the management services agreement and nearly the entire Parks contract are included in the contracts budget. The remainder of the RCTC management services agreement is split among other use categories (e.g. general administration, legal services, assessments and fees, and habitat acquisition and maintenance) based on the costs. Contract details by use category are presented in Table 3 and for the management services agreement in Table 11; significant contracts are highlighted below.

- Management services. RCTC management services costs are estimated at \$14,669,600 (Table 11), a 36% increase over FY 2025/26 projected expenditures and a 6% increase from the FY 2025/26 amended budget. This increase is largely attributed to increases in salaries and benefits, administrative allocation, and other contracted services. As previously mentioned, RCTC staffing additions for an MSHCP Compliance Manager and Senior Management Analyst-RCA were approved during FY 2025/26. The management services amount is split across multiple use categories, including general administration, contracts, legal services, assessment and fees, and habitat acquisition and maintenance. These management services include RCTC staff salaries and benefits of \$4,779,300; \$5,576,300 related to an estimated administrative cost allocation and Board stipends, facilities maintenance, legal services, insurance, other contracts, and miscellaneous costs; real property services of \$477,000 related to habitat acquisition; public outreach costs of \$80,000; audit costs of \$132,800 for Member Agency attestation services as well as the financial and single audits; reserve management and monitoring contracts of \$3,309,600, and legislative advocacy costs of \$314,600. While most of the expenses are allocated as contract costs, legal services, insurance costs, Board stipends, real property services, auditor costs, and taxes and assessments are classified in other use categories.

Table 3 – FY 2026/27 Management Services and Other Expenditures by Use Category

Description	FY 2026 AMENDED BUDGET	FY 2027 BUDGET	DOLLAR CHANGE	PERCENTAGE CHANGE	Habitat			
					Legal Services	Contracts	Acquisition and Maintenance	Others
Management Services								
Salaries and Benefits	\$ 3,908,700	\$ 4,779,300	\$ 870,600	22%	\$ -	\$ 4,779,300	\$ -	\$ -
Administrative Cost Allocation	3,163,500	3,510,100	346,600	11%	-	3,510,100	-	-
Real Property Services	848,400	477,000	(371,400)	-44%	-	237,000	240,000	-
Public Outreach	59,100	80,000	20,900	35%	-	80,000	-	-
General Administration	59,000	54,200	(4,800)	-8%	-	24,200	-	30,000
Legal Services	750,000	850,000	100,000	13%	750,000	-	100,000	-
Legislative Contracts	284,400	314,600	30,200	11%	-	314,600	-	-
Auditor Costs	109,000	132,800	23,800	22%	-	-	-	132,800
Plan Implementation	500,000	520,000	20,000	4%	-	520,000	-	-
MSHCP Strategic Assessment	85,900	-	(85,900)	-100%	-	-	-	-
Crotch's Bumble Bee Permitting	355,000	225,000	(130,000)	-37%	-	225,000	-	-
Various Consultants	748,400	570,000	(178,400)	-24%	-	570,000	-	-
Taxes and Assessments	110,000	120,000	10,000	9%	-	-	-	120,000
Other Costs								
Facilities Maintenance	28,800	29,100	300	1%	-	29,100	-	-
Insurance Costs	400,000	490,000	90,000	23%	-	-	-	490,000
Office Costs	26,600	33,800	7,200	27%	-	33,800	-	-
Miscellaneous Costs	161,500	159,100	(2,400)	-1%	-	159,100	-	-
SAWA								
Biological Monitoring Program	2,255,800	2,299,600	43,800	2%	-	2,299,600	-	-
Biological Monitoring (Reimbursable)	25,000	25,000	-	0%	-	25,000	-	-
Parks								
Land Management	2,136,500	2,125,800	(10,700)	-1%	-	2,100,800	25,000	-
Land Management (Reimbursable)	72,100	51,000	(21,100)	-29%	-	51,000	-	-
Land Management (Endowments)	44,400	42,000	(2,400)	-5%	-	42,000	-	-
Superbloom	87,300	87,300	-	0%	-	87,300	-	-
Escrow Costs	100,000	100,000	-	0%	-	-	100,000	-
Total	\$16,319,400	\$ 17,075,700	\$ 756,300	5%	\$750,000	\$ 15,087,900	\$ 465,000	\$772,800

* \$14,669,600 represents the expenditures to be paid by RCTC and reimbursed by RCA through the management services agreement. The management services costs can be found separated in Table 11. The remaining \$2,406,100 reflect expenditures to be paid through the County for a total of \$17,075,700 in contract and other expenditures category items.

- Biological monitoring. For FY 2026/27, biological monitoring costs are estimated at \$2,324,600, a 2% increase over the FY 2025/26 amended budget and projected

expenditures. The increase in FY 2026/27 compared to the FY 2025/26 amended budget is related to an increase for Santa Ana Watershed Association monitoring services. The contract activities are described in the FY 2026/27 Work Plan and Cost Estimate in Appendix B.

Land management services are disbursed outside the Management Services Agreement.

- Land management. For FY 2026/27, land management costs are estimated at \$2,306,100, a 1% decrease over the FY 2025/26 amended budget. Parks provides land management services including, but not limited to, administering, coordinating, and supervising reserve management activities of the RCA reserve land. The FY 2026/27 contract anticipates \$2,100,800 for 11 Parks staff and other costs entirely dedicated to managing the RCA MSHCP reserve land and \$205,300 to complete tasks not part of the day-to-day operations of managing the reserve land. These other tasks can be reimbursed from deposit agreements or interest from endowments or are related to additional work resulting from a super bloom. Work related to deposit agreements and endowment properties continue to be worked on as time permits. A portion of the land management budget (\$25,000) is included in habitat acquisition and maintenance expenditures for the portion directly attributable to habitat acquired in FY 2026/27.

Certain habitat donations from property owners require significant land management during the first few years after a mitigation site has been successfully restored or uplifted. Accordingly, the property owners are required to pay an initial land management fee to maintain the habitat at a high-level until the habitat naturalizes. These non-traditional MSHCP maintenance activities include aggressive weeding, native seeding, and mowing. Additional resources will also perform oversight duties at the Riverpark Mitigation Bank.

Since inception of the MSHCP, RCA received project-related mitigation reserve land from property owners required to contribute an endowment fee for long-term land management above the level of effort mandated by the MSHCP. The endowments are used to maintain the habitat in perpetuity above baseline conditions.

- Super bloom. The FY 2026/27 land management budget includes \$87,300 to support critical and timely actions to be taken for an unanticipated super bloom phenomenon, such as the experience in springs of 2019 and 2022. Critical land management resources were redirected to a super bloom area to support the intense effort needed there.

Legal services of \$750,000 in the FY 2026/27 budget reflects a 15% increase from the FY 2025/26 amended budget amount. Legal expenditures consist of general legal counsel services related to program administration, reserve management and monitoring, and other matters not directly attributable to habitat acquisition. Additional legal expenditures of \$100,000 are included in habitat acquisition and maintenance expenditures as they are directly attributable to habitat acquired in FY 2026/27.

Principal and interest payments are associated with the \$24,100,000 notes payable issued for the FY 2023/24 Toscana Marketplace acquisition. The FY 2026/27 budget includes the third and fourth of four annual payments, resulting in the early retirement of the notes payable and interest payment savings of approximately \$140,120.

Habitat acquisition and maintenance expenditures in the FY 2026/27 budget reflects a 51% decrease from the FY 2025/26 amended budget and an approximately 14% decrease from the FY 2025/26 projected uses. As of April 2026, RCA has acquired a total of 71,415 of the 153,000, or 47%, of the ARL acres to be acquired under the MSHCP. Of the total reserve of 500,000 acres, RCA has conserved 418,415 acres, or 83.7% of the total acres to be conserved. The FY 2026/27 capital outlay budget anticipates costs related to the acquisition and improvements of habitat acquired, including:

- \$13,851,500 for 1,014 acres of possible ARL;

- \$10,643,000 in donated lands for approximately 311 acres; and
- \$1,478,600 in other potential acquisitions of approximately 164 acres related to federal and state grant funds.

Such costs include the purchase price of property acquired, appraisals, title reports, real estate services, legal services, environmental reviews, surveying, and other costs associated with the acquisition of habitat. Of the approximately 1,178 ARL acres to be acquired using local funds and grants, the RCA Board previously approved the purchase of properties totaling approximately 471 acres expected to close escrow in FY 2026/27. Approximately 707 ARL acres will be brought to the Board for approval at a future date and approximately 311 ARL acres are anticipated for donation. The FY 2026/27 budget anticipates federal and state grant funds of approximately \$1,478,600 to fund the habitat acquisitions.

Operating transfers out of \$1,000,000 relate to the transfer of LDMF revenues from the capital projects fund to the general fund to meet the budget needs for reserve management and monitoring and program administration. The 2020 Nexus Study permits the use of LDMF revenues for all functions of the RCA.

FY 2026/27 Program Initiatives

Staff prepared each program's budget based on key assumptions, accomplishments in FY 2025/26, major initiatives for FY 2026/27, and program goals and related objectives. The key initiatives are listed and a summary of expenditures for each program are presented in Tables 4-7.

Habitat Acquisition

The Habitat Acquisition Program supports implementation of the MSHCP by securing the necessary land to build the 500,000-acre conservation reserve and protect 146 covered species. Through strategic acquisition, grant pursuit, and inter-agency coordination, RCA advances long term conservation goals while supporting regional development and infrastructure planning.

- Actively seek and prioritize federal and state land acquisition grant opportunities. RCA will continue to pursue competitive funding from federal and state partners to maximize acquisition capacity and leverage local resources.
- Evaluate and refine the current habitat acquisition framework to improve efficiency and better support MSHCP objectives. Efforts will focus on improving prioritization tools, strengthening biological linkage strategies, and enhancing analysis of Criteria Cells to support targeted acquisitions.
- Strengthen partnerships with Member Agencies and key federal and state stakeholders to sustain long-term conservation efforts. RCA will continue to collaborate with local jurisdictions, wildlife agencies, and regional partners to support MSHCP implementation and ensure consistent application of conservation requirements.
- Strategically acquire properties based on available funding and projected financial resources. RCA will pursue acquisitions that advance reserve assembly goals, improve species connectivity, and align with long term financial planning.
- Update the Right of Way Policies and Procedures Manual. RCA will initiate a comprehensive update of the Right of Way Policies and Procedures Manual to reflect five years of RCTC serving as the Management Agency. This update will incorporate lessons learned, enhanced workflows, and evolved acquisition practices developed under RCTC's management. This effort will modernize internal procedures, improve clarity for staff and partner agencies, and ensure alignment with current RCA organizational structure, regulatory obligations, and long term MSHCP implementation needs.
- Enhance Public Access to Habitat Acquisition Data on the RCA Website. RCA will develop and maintain up-to-date public facing information on the number of active projects, acquisition

types, and progress toward reserve assembly goals. This initiative will reduce reliance on outdated Board agenda items for status tracking and improve transparency for Member Agencies, stakeholders, and the public. Enhanced online reporting will support informed decision making, increase accessibility of program data, and align with RCA's commitment to clear and timely communication.

Together, these initiatives reflect RCA's continued commitment to responsible growth and conservation. This structured approach ensures continued investment in habitat and species conservation, reinforcing RCA's mission to preserve Western Riverside County's natural resources.

Table 4 – Habitat Acquisition

	FY 2025 Actuals	FY 2026 Amended Budget	FY 2026 Projected Actuals	FY 2027 Budget	Dollar Change*	Percentage Change*
General Supplies and Services	\$ 533,248	\$ 773,700	\$ 620,500	\$ 910,000	\$ 289,500	47%
Contracts	2,058,200	3,343,600	2,200,100	3,536,900	1,336,800	61%
Debt Service	6,367,676	6,367,700	6,367,700	12,595,300	6,227,600	98%
Habitat Acquisition and Maintenance	51,373,179	52,758,500	30,077,200	25,973,100	(4,104,100)	-14%
Operating Transfers Out	2,200,000	1,503,200	1,503,200	1,000,000	(503,200)	-33%
Total	\$ 62,532,304	\$ 64,746,700	\$ 40,768,700	\$ 44,015,300	\$ 3,246,600	8%

*Dollar and percentage change are between the FY 2026/27 budget and the FY 2025/26 projected uses.

Reserve Management and Monitoring

Requirements and key components of the MSHCP are the biological management and monitoring programs, which collect data on the MSHCP's 146 covered species and their associated habitats throughout the MSHCP reserve as well as protect and manage lands within the RCA portion of the reserve. Monitoring results are used to assess the MSHCP's effectiveness at meeting conservation objectives and to provide information to the management team described in Section 5.0 of the MSHCP. Below are the key reserve management and monitoring budget initiatives in FY 2026/27.

- Conduct invertebrate surveys for the Quino Checkerspot Butterfly, Delhi Sands Flower-Loving Fly, and Fairy Shrimp.
- Conduct avian surveys for birds including the Burrowing Owl, Golden Eagle, Coastal California gnatcatcher, Loggerhead Shrike, Northern Harrier, Riparian Birds, Turkey Vulture, and White-Tailed Kite.
- Conduct herpetofauna surveys, including Arroyo Toad, Western Pond Turtle, and Western Spade-Foot Toad; as well as conduct artificial cover board surveys and drift fence camera trap surveys for species such as Belding's Orange-Throated Whiptail, Coastal Western Whiptail, Granite Spiny Lizard, Granite Night Lizard, Northern Red-Diamond Rattlesnake, Rubber Boa, San Bernardino Mountain Kingsnake, San Diego Banded Gecko, San Diego Horned Lizard, and San Diego Mountain Kingsnake.
- Conduct surveys for mammals including Aguanga Kangaroo Rat, San Bernardino Kangaroo Rat, and San Diego Black-tailed Jackrabbit.
- Conduct rare plant surveys.
- Conduct critical monitoring of artificial Burrowing Owl burrows.
- Continue carnivore surveys to detect Bobcats, Coyotes, Long-Tailed Weasels, and Mountain Lions in linkages and corridors.
- Continue to support collaboration with the Santa Ana Mountain to Palomar Mountain Linkage Coalition and California Department of Transportation District 8.
- Protect RCA lands from illegal dumping, encroachment, marijuana grows, and trail creation by mountain bikers and off-highway vehicles.

- Continue the ongoing development of a Master Wildfire Management Plan.
- Conduct fuels management.
- Based on the direction of the Board continue work to improve MSHCP implementation based on the findings of the Strategic Improvement Assessment and Action Plan.
- Continue work on interim and permanent permitting solutions for the Crotch's Bumble Bee.

Table 5 – Reserve Management and Monitoring

	FY 2025 Actuals	FY 2026 Amended Budget	FY 2026 Projected Actuals	FY 2027 Budget	Dollar Change*	Percentage Change*
General Supplies and Services	\$ 99,426	\$ 71,300	\$ 71,300	\$ 130,000	\$ 58,700	82%
Contracts	4,899,877	5,846,200	5,110,300	5,659,100	548,800	11%
Assessments and Fees	86,182	110,000	110,000	120,000	10,000	9%
Total	\$ 5,085,485	\$ 6,027,500	\$ 5,291,600	\$ 5,909,100	\$ 617,500	12%

*Dollar and percentage change are between the FY 2026/27 budget and the FY 2025/26 projected uses.

Program Administration

Program administration provides the administrative, Clerk of the Board, geographic information system (GIS), external affairs, and financial services support to RCA. Staff administer the LDMF collection program and assist Member Agencies with questions regarding the fee. RCA maintains robust GIS capabilities, and provides public outreach and external affairs services. Clerk of the Board services have been streamlined and follow RCTC practices. RCA continues to seek efficiencies and contract savings related to the management services agreement. Tenets of RCA's program administration are as follows:

- Provide high quality support services to the RCA Board, including timely communications.
- Continue to process joint project reviews, participating special entity projects, and criteria refinements in a timely, effective, and professional manner.
- Continue to support the Member Agencies in their implementation of the Development Habitat Evaluation and Negotiation Strategy process.
- Continue to maintain the GIS viewer and dashboard capabilities.
- Regularly engage state and federal lawmakers and agency administrators to advocate for more funding and for program efficiencies to more fully implement the MSHCP.
- Build awareness and support for RCA and the implementation of the MSHCP by expanding outreach efforts to Member Agencies, resource partners, news media, schools, outdoor recreation enthusiasts, and the public at large.
- Monitor and report quarterly progress toward public outreach plan goals.
- Continue to provide local development mitigation fee training to Member Agencies as requested
- Provide timely and accurate financial information and projections.

Table 6 – Program Administration

	FY 2025 Actuals	FY 2026 Amended Budget	FY 2026 Projected Actuals	FY 2027 Budget	Dollar Change*	Percentage Change*
General Supplies and Services	\$ 303,674	\$ 375,700	\$ 363,700	\$ 397,100	\$ 33,400	9%
Contracts	3,708,964	5,101,200	3,854,200	5,849,900	1,995,700	52%
Total	\$ 4,012,638	\$ 5,476,900	\$ 4,217,900	\$ 6,247,000	\$ 2,029,100	48%

*Dollar and percentage change are between the FY 2026/27 budget and the FY 2025/26 projected uses.

Endowment

RCA maintains two types of endowments – donor endowments and RCA endowments. The donor endowments relate to funds set aside related to the management and monitoring of certain properties. The principal is permanently restricted, and work on the properties is funded by interest earnings. The RCA endowments consists of funds set aside by the RCA Board from PSE contributions, a one-time set aside of tipping fees, and 15% of LDMF revenues.

- Set aside 15% of LDMF revenues into the RCA LDMF endowment.
- Set aside 10% of PSE revenues into the RCA endowment.

Table 7 – Endowment

	FY2025 Actuals	FY2026 Amended Budget	FY 2026 Projected Actuals	FY2027 Budget	Dollar Change*	Percentage Change*
Contracts	\$ -	\$ 44,400	\$ -	\$ 42,000	\$ 42,000	100%
Total	\$ -	\$ 44,400	\$ -	\$ 42,000	\$ 42,000	100%

*Dollar and percentage change are between the FY 2026/27 budget and the FY 2025/26 projected uses.

Fund Balances

RCA maintains three types of funds: a general fund for program administration and reserve management and monitoring, capital projects fund for habitat acquisition, and endowments fund for both donor endowments and the RCA endowments. The general fund and the endowments fund comprise the operating budget; the capital projects fund represents the capital budget.

The projected total fund balance as of June 30, 2026, is \$99,060,677. RCA expects the FY 2026/27 budgeted activities will result in a total fund balance of \$82,607,277 as of June 30, 2027. Table 8 presents the projected changes in fund balance by fund and classification as of June 30, 2027.

Table 8 – Projected Fund Balances by Fund and Classification at June 30, 2027

Fund Balance	General Fund	Capital Projects Fund	Subtotal General and Capital Project Funds	Endowments Fund	Grand Total Agency Wide
Estimated Fund Balance June 30, 2026	\$ 25,417,986	\$ 39,815,042	\$ 65,233,028	\$ 33,827,649	\$ 99,060,677
Estimated Sources	6,575,000	29,254,500	35,829,500	3,930,500	39,760,000
Estimated Uses	(12,156,100)	(44,015,300)	(56,171,400)	(42,000)	(56,213,400)
Excess (Deficiency)	(5,581,100)	(14,760,800)	(20,341,900)	3,888,500	(16,453,400)
Estimated Ending Fund Balance:					
Nonspendable	-	-	-	6,124,814	6,124,814
Restricted	87,552	25,054,242	25,141,794	29,503,491	54,645,285
Committed	-	-	-	2,087,844	2,087,844
Assigned	-	-	-	-	-
Unassigned	19,749,334	-	19,749,334	-	19,749,334
Estimated Fund Balance June 30, 2027	\$ 19,836,886	\$ 25,054,242	\$ 44,891,128	\$ 37,716,149	\$ 82,607,277

RCA's Fund Balance Policy requires a minimum of 12 months of next year's general fund annual budgeted expenditures in unrestricted fund balance. The projected unrestricted general fund balance of \$25,330,434 as of June 30, 2026, exceeds the FY 2026/27 budgeted general fund expenditures of \$12,156,100. The capital projects fund's projected fund balance of \$39,815,042 as of June 30, 2026, is restricted for habitat acquisition expenditures. The endowment fund's projected fund balance of \$33,827,649 as of June 30, 2026, is predominantly restricted for donor and RCA endowments.

Budget Summary

The overall budget for FY 2026/27 is presented in Table 9 by summarized line items and Table 10 by fund. RCA management services expenditures by use category are summarized in Table 11.

Table 9 – Budget Comparative Summary FY 2026 – FY 2027

SOURCES	FY 2024/25	FY 2025/26	FY 2025/26	FY 2026/27	DOLLAR	PERCENTAGE
	ACTUAL	AMENDED BUDGET	PROJECTED ACTUALS	BUDGET	CHANGE*	CHANGE*
Local Development Mitigation Fees	\$ 33,138,257	\$ 18,000,000	\$ 18,000,000	\$ 18,000,000	\$ -	0%
Other Fee Revenue	1,532,049	1,407,900	3,627,000	870,000	(2,757,000)	-76%
Interest	5,356,621	2,750,600	4,546,000	3,124,600	(1,421,400)	-31%
State and Federal Grants	21,382,378	6,788,000	1,766,400	1,478,600	(287,800)	-16%
TUMF	1,122,759	700,000	700,000	700,000	-	0%
Capital Contributions and Donations	19,100,321	10,856,500	3,270,300	10,643,000	7,372,700	225%
Tipping Fees	3,754,535	3,600,000	3,750,000	3,600,000	(150,000)	-4%
Reimbursement for Services	228,110	197,100	130,000	182,300	52,300	40%
Other Miscellaneous Revenue	418,676	181,300	151,000	161,500	10,500	7%
Operating Transfers In	2,200,000	1,503,200	1,503,200	1,000,000	(503,200)	-33%
TOTAL SOURCES	\$ 88,233,706	\$ 45,984,600	\$ 37,443,900	\$ 39,760,000	\$ 2,316,100	6%
USES						
Services and Supplies						
General Administration	459,985	570,700	528,200	687,100	158,900	30%
Legal Services	297,601	650,000	527,300	750,000	222,700	42%
Rent/Lease Building	178,763	-	-	-	-	0%
Contracts	10,667,041	14,335,400	11,164,600	15,087,900	3,923,300	35%
Total Services and Supplies	11,603,390	15,556,100	12,220,100	16,525,000	4,304,900	35%
Other Charges						
Principal Payment	5,825,426	5,956,500	5,956,500	12,318,100	6,361,600	107%
Interest Payment	542,250	411,200	411,200	277,200	(134,000)	-33%
Assessments and Fees	86,182	110,000	110,000	120,000	10,000	9%
Total Other Charges	6,453,858	6,477,700	6,477,700	12,715,300	6,237,600	96%
Capital Outlay						
Habitat Acquisition and Maintenance	51,373,179	52,733,500	30,060,800	25,948,100	(4,112,700)	-14%
Other Capital Charges	-	25,000	16,400	25,000	8,600	52%
Total Capital Outlay	51,373,179	52,758,500	30,077,200	25,973,100	(4,104,100)	-14%
Other Financing Uses						
Operating Transfers Out	2,200,000	1,503,200	1,503,200	1,000,000	(503,200)	-33%
Total Other Financing Uses	2,200,000	1,503,200	1,503,200	1,000,000	(503,200)	-33%
TOTAL USES	\$ 71,630,427	\$ 76,295,500	\$ 50,278,200	\$ 56,213,400	\$ 5,935,200	12%
EXCESS (DEFICIENCY)	16,603,279	(30,310,900)	(12,834,300)	(16,453,400)		
BEGINNING FUND BALANCE	95,291,698	111,894,977	111,894,977	99,060,677		
ENDING FUND BALANCE	\$ 111,894,977	\$ 81,584,077	\$ 99,060,677	\$ 82,607,277		

*Dollar and percentage change are between the FY 2026/27 Budget and the FY 2025/26 Projected Actuals.

Table 10 – FY 2026/27 Budget by Fund and Program

	General Fund			Capital Projects Fund	Endowments Fund	FY 2026/27 BUDGET
	Program Administration	Reserve Management & Monitoring	Total General Fund	Habitat Acquisition	Endowments	
SOURCES						
Local Development Mitigation Fees	\$ -	\$ -	\$ -	\$ 15,300,000	\$ 2,700,000	\$ 18,000,000
Other Fee Revenue	435,000	435,000	870,000	-	-	870,000
Interest	380,600	380,600	761,200	1,132,900	1,230,500	3,124,600
State and Federal Grants	-	-	-	1,478,600	-	1,478,600
TUMF	-	-	-	700,000	-	700,000
Capital Contributions and Donations	-	-	-	10,643,000	-	10,643,000
Tipping Fees	400,000	3,200,000	3,600,000	-	-	3,600,000
Reimbursement for Services	100,000	82,300	182,300	-	-	182,300
Other Miscellaneous Revenue	-	161,500	161,500	-	-	161,500
Operating Transfers In	100,000	900,000	1,000,000	-	-	1,000,000
TOTAL SOURCES	\$ 1,415,600	\$ 5,159,400	\$ 6,575,000	\$ 29,254,500	\$ 3,930,500	\$ 39,760,000
USES						
Services and Supplies						
General Administration	\$ 87,100	\$ -	\$ 87,100	\$ 600,000	\$ -	\$ 687,100
Legal Services	310,000	130,000	440,000	310,000	-	750,000
Rent/Lease Building	-	-	-	-	-	-
Contracts	5,849,900	5,659,100	11,509,000	3,536,900	42,000	15,087,900
Total Services and Supplies	6,247,000	5,789,100	12,036,100	4,446,900	42,000	16,525,000
Other Charges						
Principal Payment	-	-	-	12,318,100	-	12,318,100
Interest Payment	-	-	-	277,200	-	277,200
Assessments and Fees	-	120,000	120,000	-	-	120,000
Total Other Charges	-	120,000	120,000	12,595,300	-	12,715,300
Capital Outlay						
Habitat Acquisition and Maintenance	-	-	-	25,948,100	-	25,948,100
Other Capital Charges	-	-	-	25,000	-	25,000
Total Capital Outlay	-	-	-	25,973,100	-	25,973,100
Other Financing Uses						
Operating Transfers Out	-	-	-	1,000,000	-	1,000,000
Total Other Financing Uses	-	-	-	1,000,000	-	1,000,000
TOTAL USES	\$ 6,247,000	\$ 5,909,100	\$ 12,156,100	\$ 44,015,300	\$ 42,000	\$ 56,213,400
EXCESS (DEFICIENCY)	(4,831,400)	(749,700)	(5,581,100)	(14,760,800)	3,888,500	(16,453,400)
BEGINNING FUND BALANCE			25,417,986	39,815,042	33,827,649	99,060,677
ENDING FUND BALANCE			\$ 19,836,886	\$ 25,054,242	\$ 37,716,149	\$ 82,607,277

Table 11 – Management Services**

	FY 2026 Amended Budget	FY 2026 Projected Actuals	FY 2027 Budget	Dollar Change*	Percentage Change*
Salaries and Benefits	\$ 3,908,700	\$ 3,099,600	\$ 4,779,300	\$ 1,679,700	54%
Administrative Allocation	3,163,500	2,360,400	3,510,100	1,149,700	49%
Real Property Services	848,400	388,400	477,000	88,600	23%
Public Outreach	59,100	22,100	80,000	57,900	262%
Auditor Costs	109,000	84,000	132,800	48,800	58%
Board Stipends	30,000	25,000	30,000	5,000	20%
Facilities Costs	28,800	5,000	29,100	24,100	482%
Legal Costs (BBK)	750,000	608,400	850,000	241,600	40%
Legislative Contracts	284,400	285,400	314,600	29,200	10%
Management & Monitoring Contracts	3,630,100	3,381,700	3,309,600	(72,100)	-2%
Insurance Costs	400,000	388,000	490,000	102,000	26%
Other Contracts	450,000	-	450,000	450,000	100%
Legacy Home Rebate Program	10,000	10,000	10,000	-	0%
Misc Costs	207,100	101,300	207,100	105,800	104%
Total	\$ 13,879,100	\$ 10,759,300	\$ 14,669,600	\$ 3,910,300	36%

*Dollar and percentage change are between the FY 2026/27 budget and the FY 2025/26 projected uses.

**Expenditures anticipated to be paid by RCTC and reimbursed by RCA under the management services agreement. Contract details by use category are presented in Table 3.

APPENDIX A

GLOSSARY OF ACRONYMS AND DEFINITIONS

ARL	– Additional Reserve Lands
BBK	– Best Best & Krieger LLP
Board	– Board of Directors for the Western Riverside County Regional Conservation Authority
CDFW	– California Department of Fish and Wildlife
County	– County of Riverside
CPI	– Consumer Price Index
FY	– Fiscal Year
GIS	– Geographic Information System
HANS	– Habitat Evaluation and Acquisition Negotiation Strategy
IA	– Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan, included as Volume 3 to the MSHCP
JPA	– Joint Powers Agreement
LDMF	– Local Development Mitigation Fee
Management Agreement	– Implementation and Management Services Agreement approved in November 2020 between the RCA and RCTC that became effective January 1, 2021
Member Agency	– 18 cities in western Riverside County and Riverside County that are part of the JPA
MOU	– Memorandum of Understanding
MSHCP	– Multiple Species Habitat Conservation Plan
Non-Development HANS	– Process under the MSHCP that allows property owners who do not intend to file a development application to submit their properties for evaluation and possible acquisition under the HANS process; requires separate accounting and a priority list be established for properties that fall within this category
Parks Plan	– Riverside County Regional Park and Open-Space District
PQP	– Multiple Species Habitat Conservation Plan
PSE	– Public/Quasi-Public
RCA	– Participating Special Entities
RCTC	– Western Riverside County Regional Conservation Authority, a joint powers authority formed in 2004
RCTD	– Riverside County Transportation Commission, the managing agency for RCA
SAWA	– Riverside County Transportation Department
State	– Santa Ana Watershed Association
TUMF	– State of California
WRCOG	– Transportation Uniform Mitigation Fee
	– Western Riverside Council of Governments

Wildlife Agencies

2020 Nexus Study

- U.S. Fish and Wildlife Service and California Department of Fish and Wildlife
- The latest study adopted by the Board in December 2020 that updates the LDMF to reflect current costs and processes to implement and finance the MSHCP; the study is consistent with the requirements of California Government Code Section 66000 et seq. (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”

**WESTERN RIVERSIDE COUNTY MSHCP
BIOLOGICAL MONITORING PROGRAM
FY 2026-27 WORK PLAN AND COST ESTIMATE**

1 INTRODUCTION

The overall goal of the Biological Monitoring Program is to collect data on the 146 Covered Species and associated habitats for the purpose of assessing the Western Riverside County Multiple Species Habitat Conservation Plan's (MSHCP) effectiveness at meeting conservation objectives and to provide information for adaptive management. The activities described in this work plan for Fiscal Year (FY) 2026-27 continue the activities commenced in the previous fiscal year and follow the framework outlined in Section 5.3 of the MSHCP.

2 RESPONSIBILITIES

Biological Monitoring Program activities are implemented within the MSHCP Conservation Area on lands that are owned and managed by the various MSHCP participants. The Western Riverside County Regional Conservation Authority (RCA) has primary responsibility for funding the Biological Monitoring Program. To ensure consistency in monitoring efforts throughout the Conservation Area, the Biological Monitoring Program is overseen and implemented by a Monitoring Program Administrator. The duties and responsibilities of the Monitoring Program Administrator are described in Volume 1, (Part 2) Section 6.6.6 of the MSHCP.

As per the MSHCP, the California Department of Fish and Wildlife (CDFW, formerly Department of Fish and Game) was to be the Monitoring Program Administrator for the first eight years of the permit (June 2004 – June 2012). In 2007 the CDFW received a federal State Wildlife Grant to support its role as the Monitoring Program Administrator and develop a long-term monitoring strategy. The grant expired in June 2012 with the primary deliverable being the long-term monitoring strategy document briefly described below. CDFW continues to provide resources to support the Biological Monitoring Program in the form of one dedicated monitoring staff member and vehicle. These resources are expected to continue moving forward.

The Monitoring Program Administrator works closely with the RCA to develop and implement the annual work plan and budget. The annual work plan is carried out by the Santa Ana Watershed Association (SAWA), under contract to the RCA, and CDFW staff.

3 IMPLEMENTATION STRATEGY

The Biological Monitoring Program is responsible for monitoring the status and trend of the 146 Covered Species and associated vegetation communities and wildlife habitats over a 500,000-acre Conservation Area. Because there was little existing scientifically based data for the majority of Covered Species, the first eight years of the Biological Monitoring Program were devoted to an Initial Inventory and Assessment Phase. The purpose of the Inventory Phase was to determine where Covered Species occur within the Conservation Area, to gather more information on their activity patterns, and to develop efficient protocols for detecting them. The development of protocols was necessary to standardize data collection, to test the reliability of survey methods, to determine feasible and useful monitoring metrics, and to provide a confidence level that unobserved species are truly absent at the survey location, rather than overlooked.

The gradual transition from Inventory Phase to Long-term Monitoring Phase has been underway since 2012. For species with short reporting requirements such as Quino Checkerspot Butterfly (annual) or Coastal California Gnatcatcher (every three years) long-term monitoring is already in place. Multiple surveys for species with short reporting requirements have been conducted, providing the initial data points for population trend assessment. For species with longer reporting requirements such as Los Angeles Pocket Mouse (every eight years) and with species-specific monitoring objectives requiring significant development and testing, the transition from Inventory Phase to Long-term Monitoring Phase is ongoing.

The transition into long-term monitoring involves developing monitoring metrics that are efficient to collect and robust measures of species status and population trend. The baseline monitoring objective for all Covered Species requires at least 75% of listed Core Areas or known locations to be documented as occupied at least once every eight years. As described in the Long-term Monitoring Strategy document developed by the Monitoring Program, monitoring protocols that provide additional information such as relative abundance of populations at occupied locations, reproductive success, or health of observed individuals will be employed whenever possible, to provide the most useful representations of species status.

One of the explicit goals of the Biological Monitoring Program is to develop efficient long-term monitoring protocols that reduce redundancies by collecting information on multiple species where possible. For example, bird species co-occurring in similar habitats (e.g., riparian vegetation) during the breeding season can be detected using the same survey protocols. There will always be some Covered Species that occur in isolated pockets within the Conservation Area or that are difficult to detect using standard survey protocols; for these species a focused survey effort will be required.

The Long-term Monitoring Strategy describes a two-level design that gives priority to assessing the status of Covered Species as stated in the species-specific conservation objectives of the Plan, which emphasize the continued occupancy of MSHCP-defined Core Areas or other areas of known occurrence. For some species, the objectives require that reproduction and/or minimum densities of individuals within species Core Areas be verified. The second level extends sampling for terrestrial vertebrates to the entire Conservation Area in a cost-efficient manner. The Long-term Monitoring Strategy document also includes chapters describing monitoring goals and objectives, sample design considerations, proper protocol development, data and information management strategies, collaboration and communication with other organizations, and describes the organizational framework of the Monitoring Program.

4 STAFF COMPOSITION

Biological Monitoring Program staff work as a team to coordinate, develop, and implement required monitoring activities for the MSHCP. The Biological Monitoring Program is composed of the following staff positions, which are filled based on availability of funding:

- Monitoring Program Manager (Administrator)
- Biologist Supervisor
- Data Manager
- GIS Analyst (part-time)
- Administrative Assistant (part-time)
- Taxa Leads
- Field Biologists

Currently, the majority of staff are funded by the RCA through a contract with SAWA, a local non-profit organization. In FY 2026-27, one Taxa Lead is currently provided by the CDFW, with endowment funding from Caltrans.

5 SPECIFIC TASKS OF THE BIOLOGICAL MONITORING PROGRAM

5.1 Administration & Coordination

Administering and coordinating the Biological Monitoring Program requires a significant amount of effort. Sufficient staff and resources must be acquired, fieldwork must be scheduled, land access must be coordinated with other agencies, and survey activities must take place. The Monitoring Program Manager, Biologist Supervisor, and Office Assistant carry out the following tasks:

- Develop annual work plans and budgets
- Identify contract needs, write scopes of work, manage contracts
- Advertise, interview, and hire Monitoring Program staff; conduct performance reviews
- Develop and maintain training manuals and training programs for staff
- Direct and schedule staff activities
- Identify field supply and equipment needs
- Identify land access needs and coordinate with the RCA or agencies on access agreements
- Facilitate monthly reserve management/monitoring coordination meeting
- Attend monthly RCA team meetings and other agency meetings
- Give requested presentations to the RCA Board
- Coordinate with Wildlife Agencies (CDFW and U.S. Fish and Wildlife Service) on survey methodology and monitoring activities
- Develop and maintain Monitoring Program operations manual
- Oversee writing of annual survey reports
- Distribute Monitoring Program data as appropriate

5.2 Biological Surveys

Conducting biological surveys is the most visible part of the Biological Monitoring Program. It is also the component that requires the most staff. Prior to collecting data, all aspects of a survey must be developed. This includes identifying the purpose of the survey, choosing the data collection methods and sampling locations, selecting data analysis methods, and determining what answers the data are expected to provide. The following tasks are carried out by the Monitoring Program Administrator, Biologist Supervisor, GIS Analyst, Data Manager, Taxa Leads, and Field Biologists:

- Develop field survey protocols and sampling designs
- Conduct field surveys using multi-species protocols when possible, and specific species protocols when necessary
- Conduct vegetation condition analyses

5.3 Training

The Biological Monitoring Program is required to have a training program approved by the Wildlife Agencies to ensure consistent data collection, uniform implementation of protocols, animal handling procedures, plant specimen collection, and appropriate experience with Covered Species (MSHCP, Vol. 1, Sec. 7.0). The type of species training needed in any given year is dependent on the types of survey activities planned. Training is provided both by experienced Monitoring Program staff and by qualified outside entities (e.g., U.S. Geological Survey, U.S. Fish and Wildlife Service). Safety training (e.g., wilderness first aid, CPR) is provided to all incoming staff, and as often as needed to existing staff to keep

American Red Cross certifications up to date. The following training is required of Monitoring Program field staff:

- Endangered species identification and handling if necessary
- Species or habitat-specific protocol training
- Local flora and fauna identification
- Wilderness first aid and CPR training
- Defensive driver training
- Sexual harassment training

5.4 Data Management & Reports

All the data collected by the Biological Monitoring Program must be carefully managed. Prior to field work, data forms are developed, and survey locations are mapped. Field data is collected both on paper datasheets and on digital data collection devices. As data returns from the field, they are entered into a database, checked for accuracy, and certified by the Data Manager. After data are certified, they are proofed by the taxa leads, analyzed and interpreted and a report is written describing survey results. The results of each year's monitoring efforts are provided in the Annual Report submitted to the RCA. The Monitoring Program Administrator, Biologist Supervisor, Data Manager, and GIS Analyst support and oversee the Taxa Leads and Monitoring Program staff in the completion of the following tasks:

- Field form and protocol development
- GIS mapping to support surveys, analysis, and reports
- Database development and maintenance
- Data entry and quality control
- Data analysis using statistics where appropriate
- Annual survey report writing
- Maintaining computer equipment and digital data collection devices

The Biological Monitoring Program has an internal database, developed and managed by the Data Manager. Monitoring Program datasets that have been thoroughly proofed and certified complete by the Data Manager are submitted to CDFW's Biogeographic Information and Observation System (BIOS), as well as to local partnering agencies and Reserve Managers at least once per year.

6 MONITORING EFFORTS IN FY 2026-27

Biological Monitoring Program activities planned for FY 2026-27 are largely based on the requirements of the MSHCP species objectives found in Volume 2. Most species objectives specify time intervals for detecting and reporting on each of the Covered Species in the Conservation Area. When species objectives do not specify a time interval, the status of the Covered Species must be reported at

least once every eight years per General Management Measure 7 (Vol. 1 Sec. 5.0). In addition to species objectives, survey priorities are influenced by the quantity and quality of information available for each species (little or poor information triggers more survey effort sooner), whether another agency is already conducting surveys (less effort required by the Biological Monitoring Program), relative ease of gathering information (e.g., Yellow Warbler surveys during Least Bell's Vireo surveys), and the priority of the species to the RCA and Wildlife Agencies (e.g., Burrowing Owl is a high priority species). Funding, staff availability, and the extent of effort required are also considered when determining monitoring activity priorities. Biological Monitoring Program biologists assist ongoing MSHCP Management Program activities that benefit Covered Species (e.g., aquatic invasive species removal/control) to the fullest extent possible.

An overview of the monitoring efforts planned for FY 2026-27, along with a brief rationale for surveys, is provided below. Some surveys (e.g. Vernal Pool) are dependent on current weather conditions and may not be performed if optimal conditions do not exist. Detailed survey methods can be found in the survey protocols available at the Biological Monitoring Program office in Riverside, CA and on the RCA website at https://www.wrc-rca.org/survey_protocols/. The Monitoring Program's ability to complete these tasks is dependent upon continued funding from the RCA and the amount of support provided by the CDFW.

6.1 Birds

Burrowing Owl Burrow Artificial Burrow Monitoring and Pair Counts

The species objectives for Burrowing Owl require the conservation of five Core Areas plus interconnecting linkages, containing a total breeding population of approximately 120 owls with no fewer than five pairs in any one Core Area. Several land managers within the Conservation Area have installed artificial burrows and are managing vegetation for the Burrowing Owl. In FY 2026-27, artificial burrows installed across the Conservation Area will be conducted three times per year as specified by the Western Riverside County MSHCP Burrowing Owl Management Plan. Additional surveys to obtain an accurate count of breeding pairs within Core Areas will be conducted as needed by Monitoring Program biologists with the use of trail cameras in FY 2026-27 to document distribution and reproduction at artificial or natural burrow locations. Biological Monitoring Program biologists will coordinate with Reserve Managers to avoid duplication of effort.

Golden Eagle Survey and Nest Searching

The species objective for the Golden Eagle requires the continued use of and successful reproduction at known nesting locations every eight years. Biological Monitoring Program biologists conducted Golden Eagle surveys in 2017 as part of a regional USGS Golden Eagle survey effort in southern California. However, the objective was not met. In the first part of FY 2026-27, biologists will regularly visit known nest locations during the nesting season, pending staff availability or the securing of funding to hire a contracted biologist.

Riparian Bird Surveys and Nest Monitoring

The species objectives for Least Bell's Vireo, Southwestern Willow Flycatcher, and Western Yellow-billed Cuckoo require continued use and successful reproduction within Core Areas once every three years. Surveys in accessible riparian habitat within designated Core Areas began in FY 2025-26 and will continue into FY 2026-27. Nest searching to demonstrate successful reproduction will occur in conjunction with detection surveys. Distribution and reproduction data for all other covered riparian bird species with longer reporting intervals will also be recorded as observed.

Loggerhead Shrike

The species objectives for Loggerhead Shrike require surveys every eight years to demonstrate continued use and successful reproduction within 75% of designated Core Areas. Loggerhead Shrikes were last surveyed in 2018, when surveyors detected shrikes in seven Core Areas (87.5%) with successful reproduction in four (50%) of their Core Areas. Biological Monitoring Program biologists will continue repeat-visit line-transect surveys in suitable Core Area habitat beginning in FY 2026-27 to monitor any detected nests and confirm successful fledging.

Tricolored Blackbird

Due to a precipitous population decline and widespread habitat loss, the Tricolored Blackbird was listed as Threatened by the California Fish and Game Commission in April 2018. The species objectives require documenting continued use and successful reproduction in at least one of five Core Areas every five years. Targeted surveys in 2015 confirmed that the objective is currently being met at a minimum threshold. However, populations remain near historic lows regionally and statewide. Management actions and public outreach activities are underway to enhance breeding and foraging habitat on conserved land and to avoid take of the species on private land. Tricolored Blackbirds concentrate their breeding effort at only a few sites in any given year, making each colony critical and relatively easy to monitor.

Breeding activity during the 2022 season was documented primarily within the Mystic Lake/San Jacinto Wildlife Area Core Area, where multiple nesting colonies were detected and at least one colony successfully fledged young. Detections outside of this area were limited, consistent with recent monitoring results, which reflects the species' highly localized and variable breeding distribution. Continued targeted surveys and coordination with land managers will be necessary to track occupancy and reproductive success at known and potential breeding sites and to inform adaptive management actions intended to support the persistence of Tricolored Blackbirds within the Plan Area.

Turkey Vulture Survey and Nest Monitoring

The species objective for the Turkey Vulture requires continued use of and successful reproduction at two known nesting locations, and any subsequently documented nesting locations, every three years. Targeted surveys were last conducted in 2022. Due to limited staff, surveys were not completed in FY 2025-26; therefore, biologists will regularly visit known nest locations during the FY 2026-27 nesting season.

White-tailed Kite

The species objectives for White-tailed Kite require surveys every three years to demonstrate continued use and successful reproduction within 75% of designated Core Areas. White-tailed Kites were last surveyed in 2023, at which time surveyors detected kites in four Core Areas (40%), but successful reproduction was detected in none (0%). Monitoring Program biologists began repeat-visit line-transect surveys in suitable Core Area habitat in FY 2025-26, and these efforts will continue into FY 2026-27 with monitoring of detected nests to confirm successful fledging.

6.2 Mammals

San Bernardino Kangaroo Rat Occupancy Surveys

San Bernardino kangaroo rat is narrowly distributed within the Plan Area. Species-specific objectives require that at least 75% of the assumed 4,440 acres of suitable habitat be occupied and that at least 20% of the occupied area maintain a density of at least five animals per hectare. In FY 2026-27, occupancy surveys across the same grids will be conducted to determine trends and satisfy U.S. Fish and Wildlife Service requirements.

Aguanga Kangaroo Rat Occupancy and Habitat Surveys

Aguanga kangaroo rat is endemic to Southern California and narrowly distributed within the Plan Area. The species-specific objectives require that at least 75% of the assumed 5,484 acres of suitable habitat be occupied and that at least 20% of the occupied area have a density of at least five animals per hectare. The FY 2026-27 effort will focus on documenting AKR distribution via live-trapping surveys, with habitat surveys conducted concurrently.

Carnivore Surveys (Moreno Valley Wildlife Undercrossings and Anza Knolls)

Species objectives for Bobcat, Coyote, Long-tailed Weasel, and Mountain Lion require the conservation of contiguous habitat blocks and the maintenance of corridors for dispersal. Surveys to detect the above listed mammals in contiguous habitat blocks, linkages, and movement corridors identified by the MSHCP have been ongoing since 2007, but have not taken place in recent years, with the exception of camera monitoring at the Moreno Valley Wildlife Crossings. Surveys resumed in FY 2025-26, primarily using motion-triggered cameras to record images of target species, and will continue into FY 2026-27. In addition to motion-triggered cameras, biologists will visit habitat blocks, linkages, and corridors to perform area search surveys focusing on signs (discernible tracks and scat) of these carnivore species.

San Diego Black-tailed Jackrabbit

The San Diego Black-tailed Jackrabbit is recognized as a California Species of Special Concern and considered a conservation priority due to habitat loss and fragmentation at the periphery of its range. Within the MSHCP, the jackrabbit is included among upland species for which habitat conservation and long-term persistence are intended to benefit from reserve assembly and targeted management of grassland and shrubland areas. Species objectives require the monitoring of distribution to demonstrate occupancy across a minimum of 75% of known locations across the Plan Area every eight years. While the Jackrabbit has been documented intermittently as incidental detections from small mammal trapping and other monitoring efforts, these

occurrences have been low frequency, and there has been no targeted survey since the baseline survey was conducted. For FY 2026-27, targeted surveys will be conducted using transect surveys for density estimation, provided sufficient sample size is obtained.

6.3 Amphibians and Reptiles

Amphibian Stream Surveys (Arroyo Toad)

Species objectives for Arroyo Toad, Mountain Yellow-legged Frog, California Red-legged Frog, and Coast Range Newt require documentation of successful breeding populations within their respective Core Areas at least every five or eight years. California Red-legged Frog was extirpated from the Plan Area, with no individuals observed by Biological Monitoring Program biologists or reliably reported to the Monitoring Program since 2004. The U.S. Geological Survey is currently conducting a translocation study of California Red-legged Frogs to re-introduce them to Santa Rosa Plateau within the Plan Area. Ongoing efforts carried out by the U.S. Forest Service and U.S. Geological Survey largely account for Mountain Yellow-legged Frog survey needs. Therefore, recent survey priority has been given to streams within Core Areas with appropriate habitat for Arroyo Toad (species objective was not met during Inventory Phase) and Coast Range Newt (objective met in 2020). Biological Monitoring Program surveys for Arroyo Toads began in FY 2023-24 and are expected to continue in FY 2026-27 if conditions (i.e., adequate rainfall) allow. Surveys for stream-dependent amphibians are ongoing when conditions are appropriate, often in conjunction with efforts carried out by the U.S. Forest Service and U.S. Geological Survey.

Drift-fence Camera Trap Surveys

Traditional drift fence surveys for amphibians and reptiles use pitfall, funnel, and/or box traps to capture live animals. Instead of live trapping methods, the Program will use commercial trail cameras with adjusted focal lengths to capture images of reptiles, amphibians, and mammals. Using drift fence surveys with camera traps instead of traditional traps decreases the chances of mortality of animals from exposure, drowning, or predation while in the trap. Additionally, drift fence camera traps reduce survey effort, as cameras only need to be checked once a month, whereas pitfall, funnel, and box traps require daily checks. We plan to use drift fence camera traps in locations within the Plan Area that receive minimal survey effort and for Covered Species that are difficult to observe with traditional survey efforts. For FY 2025-26, we employed two drift fence camera trap arrays, and these arrays will be monitored again in FY 2026-27. Covered Species of interest include San Diego Mountain Kingsnake, San Bernardino Mountain Kingsnake, Northern Red

Diamond Rattlesnake, Southern Rubber Boa, Belding's Orange Throated Whiptail, and San Diego Banded Gecko.

Artificial Cover Surveys

Many amphibian and reptile species use microhabitats under natural objects such as rocks and logs to regulate body temperature and prevent desiccation. Using artificial cover objects allows surveyors an increased opportunity for species detection without disturbing natural habitat and help bolster the number of species occurrences in Core Areas for species that have been difficult to detect, such as San Diego Mountain Kingsnake, San Bernardino Mountain Kingsnake, Northern Red Diamond Rattlesnake, and San Diego Banded Gecko. Since the objectives for these species require documentation of the continued use of 75% of their respective Core Areas at least once every eight years, survey efforts will continue using artificial cover for these covered species in FY 2026-27, along with incidental observations from Biological Monitoring Program biologists and partnering agencies. Visual encounter surveys of nearby areas will also be conducted during artificial cover surveys to detect other Covered Species, such as Belding's Orange-Throated Whiptail, Coastal Western Whiptail, Granite Spiny Lizard, Granite Night Lizard, and San Diego Horned Lizard.

Western Pond Turtle Surveys

The species-specific Monitoring Objective for Western Pond Turtles within the MSHCP requires maintaining occupancy within at least 75% of the eight listed Core Areas as measured once every three years. The Core Areas include a two-kilometer (km) buffer of upland habitat and tributaries around the water bodies. To survey for Western Pond Turtles, biologists primarily use baited hoop traps, however, at remote locations or locations too shallow for hoop traps (water < 0.5 m deep) biologists will use visual surveys. We plan to continue surveys in FY 2026-27 to detect Western Pond Turtles within Core Areas and on Conserved Land within the Plan Area.

Western Spadefoot Surveys (Vernal Pool)

The species objectives for Western Spadefoot require maintaining successful reproduction at 75% of conserved breeding locations once every eight years. Biological Monitoring Program surveys for Western Spadefoot are conducted as part of the Vernal Pool monitoring program in conjunction with covered Fairy Shrimp surveys. To help meet species objectives in FY 2026-27, additional surveys for Western Spadefoot will occur outside of vernal pool areas in Core Areas and conserved breeding locations to determine presence and breeding activity. With adequate rainfall, isolated pools, road ruts, and creeks

that do not strictly meet the definition of vernal pools will be surveyed to capture additional potential habitat.

Nocturnal Herpetofauna Surveys

Because the San Diego Banded Gecko, San Diego and San Bernardino Mountain Kingsnakes, and Southern Rubber Boa are primarily nocturnal and elusive, surveys conducted during standard business hours are largely unproductive. Implementing nocturnal surveys will optimize detection during peak activity periods and allow for continued monitoring throughout the warmer months when these species shift their behavior to avoid extreme daytime heat. Biologists will employ traditional survey techniques, including visual encounter surveys (VES), road cruising, and systematic searches of natural cover.

6.4 Plants

Rare Plant Surveys

There are 63 covered plant species with species objectives that require conserving and monitoring known populations within the Conservation Area. Surveys for rare plants in FY 2026-27 will continue efforts to update the status of Covered Species on conserved lands. The focal species in any given year are dependent on weather conditions and accessibility of survey sites. Nearly all historic locations of covered plant species within the Conservation Area have been visited in previous years. Thus, rare plant monitoring efforts in FY 2026-27 will focus on recently acquired properties, documenting required localities for species not adequately conserved, and revisiting locations previously determined to be occupied by covered plant species in a long-term monitoring context. Additionally, annual monitoring of Brand's Phacelia, a narrowly endemic Covered Species, will continue in an area along the Santa Ana River near Rancho Jurupa. Population and phenology checks will occur throughout the growing season to ensure population stability and monitor for threats from invasive species (namely stinknet).

Vegetation Community Surveys

The MSHCP requires long-term vegetation monitoring and habitat condition assessment monitoring at a minimum of every eight years to document changes in the distribution, acreage, and condition of Vegetation Communities. In FY 2026-27, Program biologists will implement a hybrid approach combining ground-truthing field surveys with remote sensing satellite data. The primary objective will be to detect type conversion across the major vegetation types spanning the Plan Area, which will inform Conserved Species dynamics and necessary management interventions.

6.5 Invertebrates

Quino Checkerspot Butterfly Surveys

The species objectives for Quino Checkerspot Butterfly (Quino) require annual documentation of its distribution. In FY 2026-27, survey efforts will focus on monitoring locations in designated Core Areas and Satellite Occurrence Complex Areas. Biological Monitoring Program biologists will coordinate with Reserve Managers conducting surveys for Quino to avoid duplication of effort.

Delhi Sands Flower-Loving Fly Surveys

The species objectives for Delhi Sands Flower-Loving Fly (Delhi Fly) require documenting successful reproduction at all three Core Areas identified in the MSHCP annually for the first five years of the permit and then as determined appropriate. There is currently just one Core Area of conserved land within the Plan Area containing suitable habitat for the species. Because Delhi Fly is an endangered species with an extremely limited distribution within the Plan Area, Biological Monitoring Program biologists have surveyed for Delhi Fly within the only accessible Core Area annually during the last 20 years.

Surveys designed to collect data that could be used to calculate density estimates of Delhi Fly were conducted from 2005-2010. In 2011, these efforts were reduced to simply documenting successful reproduction, greatly reducing necessary resources. However, the Land Management Program has been conducting ongoing management actions to control the spread of non-native vegetation within occupied habitat and to create suitable habitat at the edges of the recently occupied area. In order to properly assess the effectiveness of these actions, the more intensive study design allowing for density estimates of Delhi Fly to be calculated was reestablished in FY 2014-15 and will continue in FY 2026-27.

Fairy Shrimp Survey (Vernal Pool)

The species objectives for the three species of fairy shrimp (i.e., Santa Rosa Plateau, Riverside, and Vernal Pool) require the continued use of listed Core Areas at least once every eight years. Fairy shrimp surveys will be conducted in vernal pools within Core Areas if there is adequate rainfall in FY 2026-27.

7 SCHEDULE OF MONITORING EFFORTS FOR FY 2026-27

Below is a tentative calendar of when surveys are planned for FY 2026-27. Some surveys (e.g. Vernal Pool) are dependent on current weather conditions and may not be performed if optimal conditions do not exist. The “biological year” or “survey season” does not match the fiscal year, thus the calendar represents two different survey seasons. The first half of the calendar continues many of the activities commenced in FY 2025-26.

FY 2026/2027													
Program	Survey	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Birds	Burrowing Owl pair count surveys												
	Burrowing Owl burrow monitoring surveys												
	Coastal CA Gnatcatcher surveys and nest monitoring												
	Golden Eagle surveys and nest monitoring												
	Riparian bird surveys and nest monitoring												
	Loggerhead Shrike surveys and nest monitoring												
	Tricolored Blackbird surveys and colony monitoring												
	Turkey Vulture surveys and nest monitoring												
White-tailed Kite surveys and nest monitoring													
Mammals	Moreno Valley UC Cameras												
	Anza Knolls Camera												
	San Bernardino Kangaroo rat Occupancy Survey												
	San Diego Black-tailed Jackrabbit												
	Aguanga Kangaroo rat Occupancy Survey												
	Aguanga Kangaroo rat Habitat Survey												
Herps	Drift Fence Camera Trap												
	Artificial Cover												
	Western Spadefoot*												
	Southwestern Pond Turtle*												
	Nocturnal herp surveys												
	Arroyo Toad*												
Plants	Rare Plant Surveys												
	Vegetation Communities												
Fairy Shrimp	Vernal Pool*												
Quino	QCB Surveys												
Fly	DSF Surveys												
	DSF Vegetation Surveys												
*Surveys are highly dependent on precipitation rates and may not occur during drought conditions.													

8 BIOLOGICAL MONITORING PROGRAM COST ESTIMATE FOR FY 2026-27

The RCA has primary responsibility for funding the MSHCP Biological Monitoring Program. However, the CDFW funds a small portion of the MSHCP Biological Monitoring Program based on the availability of the State's budget. The proposed FY 2026-27 Biological Monitoring Program budget is similar to the previous budget submitted to and approved by the RCA Board of Directors. The majority of funding is allocated to a contract with the Santa Ana Watershed Association for staff.

ALLOCATION	COST
CDFW Funded Labor & Supplies	
Biologist	\$210,115
Vehicle Usage (Fuel & Maintenance)	\$3,500
Subtotal CDFW Funded Labor & Vehicles	\$213,615
SAWA Labor & Supplies	
Routine Biological Monitoring Tasks	\$2,324,595
Total Program Cost	\$2,538,210
Minus Total CDFW Cost	\$213,615
Total RCA Cost	\$2,324,595

9 CONTACT INFO

The FY 2026-27 Work Plan and Cost Estimate was prepared by the Monitoring Program Administrator and was submitted to the Regional Conservation Authority for approval. For more information, contact:

Western Riverside County MSHCP
 Biological Monitoring Programs Manager (Administrator)
 Tesa Madsen-Hepp
 5029 La Mart Drive, Suite E
 Riverside, CA 92507
 tmadsen-hepp@sawatershed.org

**RESOLUTION NO. 2026-003
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
ADOPTING THE FISCAL YEAR 2026/27 OPERATING AND CAPITAL BUDGET
INCLUDING BUDGET POLICIES**

WHEREAS, an annual budget shall be adopted by the Western Riverside County Regional Conservation Authority Board of Directors, heretofore called as “RCA Board of Directors”; and

WHEREAS, the proposed budget for Fiscal Year (FY) 2026/27 was prepared for submission and adoption by the RCA Board of Directors; and

WHEREAS, the proposed budget for FY 2026/27 includes a summary of budget policies that promote fiduciary responsibility and organizational excellence; and

WHEREAS, the proposed budget for FY 2026/27 was presented to the RCA Board of Directors for review and adoption in a regular session assembled on June 1, 2026.

NOW, THEREFORE, the RCA Board of Directors does hereby resolve as follows:

Section 1. That the budget document, on file with the Clerk of the Board and attached hereto as Exhibit A is approved and adopted as the operating and capital budget for the Western Riverside County Regional Conservation Authority for FY 2026/27. The budget consists of Appropriations by objects of expenditures within each Budget Program (Habitat Acquisition, Reserve Management and Monitoring, Program Administration, and Endowments). The details within the objects of Services and Supplies, Other Charges, and Capital Outlay are listed for information only and shall not restrict expenditures within the limits of the total appropriations for the specified Budget Program.

Section 2. That the amounts designated in the final FY 2026/27 operating and capital budget are hereby appropriated and may be expended as designated in the budget document in Exhibit A, and the total appropriations for each Budget Program shall neither be increased nor decreased without further action of the RCA Board of Directors.

Section 3. That the budget policies related to Endowment (Endowment Funding), Habitat Acquisition (Non-Development HANS Funding Level), Program Administration (Economic Stability Policy, Funding Allocations, Fund Balance Policy, and RCTC Deposit) are hereby adopted.

**SIGNATURE PAGE
TO
RESOLUTION NO. 2026-003**

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Western Riverside County Regional Conservation Authority this 1st day of June 2026.

Kevin Bash, Chair
Western Riverside County Regional Conservation Authority

ATTEST:

Lisa Mobley, Clerk of the Board
Western Riverside County Regional Conservation Authority

AGENDA ITEM 8

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY	
DATE:	May 4, 2026
TO:	Executive Committee
FROM:	Harry Sandoval, Regional Conservation Deputy Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Professional Services for MSHCP Compliance Review

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 26037 to Dudek to provide MSHCP compliance review services for a five-year term, in an amount not to exceed \$2,564,600; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the RCA.

BACKGROUND INFORMATION:

The Western Riverside County Regional Conservation Authority (RCA) is responsible for overseeing and implementing the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP is one of the largest and most comprehensive habitat conservation plans in the United States. The MSHCP is a framework for the assembly and management of a 500,000-acre reserve to protect 146 covered species in exchange for the local control of a streamlined Federal and State of California Endangered Species Act permitting process.

In implementing the MSHCP, the RCA is responsible for reviewing public and private projects that are proposed within the MSHCP Criteria Area for compliance with the MSHCP. The RCA conducts Joint Project Review (JPR) of public and private projects and works with entities who are not signatories of the MSHCP to gain coverage through the Participating Special Entity (PSE) process.

The RCA has two Senior Management Analysts who are responsible for MSHCP compliance review. The RCA is currently filling a new vacancy for a Compliance Manager who will oversee the compliance review program. Compliance review requires highly technical evaluations of biological assessments, MSHCP consistency analyses, focused species surveys, and Geographical Information Systems data.

The MSHCP includes timelines for reviewing applications for compliance and procedures that the RCA must comply with. The number of JPRs and PSEs that staff may need to review within the 14-calendar day time period depends on the timing of submission of applications to the RCA and

is beyond the control of the RCA. Often, JPR and PSE submittals to the RCA exceed the RCA's ability to process all applications within the required time frame. The RCA relies on expert consultant support to supplement RCA staff during periods of high work volume to assist with MSHCP compliance reviews. While the new Compliance Manager will increase RCA's capacity to handle high work volume, having an on-call bench of experts available to assist RCA staff will be necessary to ensure that RCA meets its compliance review deadlines under even the heaviest workload.

DISCUSSION:

The RCA published a Request for Proposal (RFP) for MSHCP Compliance Review services. The RCA sought to identify a firm that possesses the knowledge and experience to carry out MSHCP compliance review services. MSHCP review by contract staff allows for efficiency in MSHCP compliance review and the ability to handle fluctuations in project applications submitted to the RCA.

Since the establishment of the MSHCP, the RCA has contracted Dudek to provide a broad array of MSHCP implementation services. The RCA Board of Directors has continuously renewed and amended contracts with Dudek since the MSHCP's inception. As the MSHCP planned, the RCA has grown and has become more self-sufficient, having more capacity to carry out duties that were once contracted. The current RFP includes a new Scope of Work (SOW) that better reflects the agency's current needs. The new SOW focuses on MSHCP compliance review services and no longer includes services related to reserve management and general administration services. RFP No. 26037 provides the RCA the opportunity to seek an on-call consultant from the open marketplace and agree to a contract with a SOW that reflects the current needs of the RCA.

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 MSHCP Compliance Review Services as set forth under the terms of RFP No. 26037.

RFP No. 26037 for MSHCP Compliance Review Services was released by staff on March 4, 2026. 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 815 firms. Through the PlanetBids site, 40 firms downloaded the RFP, 6 of which are located in Riverside County. Staff responded to all questions submitted by potential proposers by March 18, 2026. Three firms – ICF Environmental (Los Angeles, CA), Mountainview Biological Consulting (Murrieta, CA), and Dudek (Encinitas, CA) – submitted responsive proposals prior to the 2:00 p.m. submittal deadline on April 1, 2026. Utilizing the evaluation criteria set forth in the RFP, the proposals were evaluated and scored by an evaluation committee comprised of RCA and San Bernardino Valley Municipal Water District staff.

Based on the evaluation committee’s assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited two firms – Dudek and Mountainview Biological Consulting – to the interview phase of the evaluation process. Interviews were conducted on April 15, 2026.

As a result of the evaluation committee’s assessment of the written proposals and interviews, the evaluation committee recommends contract award to Dudek to provide MSHCP compliance review services, as this firm earned the highest evaluation score. Details provided in Dudek’s proposal and interview presentation demonstrated depth and breadth of knowledge and understanding of the RCA’s requested services that were greater than those of other RFP respondents.

The overall evaluation ranking of written proposals, based on highest to lowest total evaluation score, and price are presented in the following table. Overall, the experience, knowledge, and qualifications of Dudek’s staff identified to do the contracted work outweighed the higher cost of Dudek’s proposal.

Firm	Price	Overall Ranking
Dudek	\$2,564,600	1
Mountainview Biological Consulting	\$825,441	2
ICF	\$1,638,500	3


Recommendations

Accordingly, staff recommends awarding Agreement 26037 to Dudek to provide MSHCP Compliance Review Services for a 5-year term, in an amount not to exceed \$2,564,600.

Staff also recommends authorization for the Chair or the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement for these services. Staff oversight of the contract will maximize the effectiveness of the consultant and minimize costs to the RCA.

FISCAL IMPACT:

Services anticipated to be rendered in FY 2026/27 are included in the preliminary budget. Services rendered in FY 2027/28 through FY 2030/31 will be appropriately budgeted for each year respectively.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2026/27 FY 2027/28+	Amount:	\$520,000 \$2,044,600
Source of Funds:	General Fund (Joint Project Review Fees, Tipping, Interest, etc.)			Budget Adjustment:	No
GL/Project Accounting No.:	51630-9351X0-527980				
Fiscal Procedures Approved:				Date:	4/28/2026

Attachment: Draft Agreement No. 26037 with Dudek

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

This Agreement is made and entered into as of July 1, 2026 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 California Corporation with its principal place of business at 687 S. Coast Highway 101, Suite 110, 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:

Multiple Species Habitat Conservation Plan (MSHCP) Compliance Review Services (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."

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."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Two Million Five Hundred Sixty-Four Thousand Six Hundred Dollars (\$2,564,600). 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. Term or Time of Performance.

The term of this Agreement shall be from July 1, 2026 to June 30, 2031 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"). 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:

	<u>Combined Single Limit</u>
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.

15. 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.

16. 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.

17. 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.

18. Organization

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

19. Limitation of Agreement.

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

20. 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: Executive Director

CONSULTANT:
Dudek
687 S. Coast Highway 101, Suite 110
Encinitas, CA 92024
Attn: Megan Enright

and shall be effective upon receipt thereof.

21. 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.

22. 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.

23. 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.

24. Severability

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

25. 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.

26. Non-Waiver

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

27. Time of Essence

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND DUDEK**

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: _____

ATTEST:

By: _____
Clerk of the Board

Approved as to form:

RCA General Counsel
Best, Best & Krieger LLP

DRAFT

EXHIBIT A
Scope of Services

DRAFT

Background

The Riverside County Transportation Commission (RCTC) and the Western Riverside County Regional Conservation Authority (RCA) entered into an Implementation and Management Services Agreement (Agreement) effective January 1, 2021. Under the agreement, RCTC shall administer, coordinate, and supervise the activities of the RCA as set forth in the RCA Joint Exercise of Powers Agreement (JPA) and shall act for RCA in accomplishing its purposes. As managing agency for RCA, RCTC may contract consultants to provide services to RCA.

RCA is a JPA comprised of the County of Riverside and 18 cities in the western portion of Riverside County. RCA is responsible for overseeing and implementing the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP is one of the largest and most comprehensive habitat conservation plans in the United States. The MSHCP is a framework for the assembly and management of a 500,000-acre reserve to protect 146 covered species in exchange for the local control of a streamlined Federal and State of California Endangered Species Act permitting process.

Project Description

The Western Riverside County Regional Conservation Authority (RCA) is seeking proposals from qualified consultants to provide professional, on-call biological and planning services to evaluate development and infrastructure project application materials for consistency with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and provide as-needed support for other MSHCP compliance processes. All services must be carried out within regulatory time periods specified by the MSHCP or RCA adopted policies. Review periods vary between 14 and 30 days based upon the type of project that is submitted to the RCA for review.

The contractor must be prepared at the start of the contract term to immediately evaluate the following types of MSHCP compliance materials and provide the following types of services, as needed.

Joint Project Review

The contractor will review all information and reports submitted with JPRs and determine, under RCA oversight, whether Permittees' public and private projects are consistent with the requirements of the MSHCP. The contractor shall analyze technical reports submitted with JPR applications. Technical analyses include, but are not limited to, review of detailed biological assessments, Determination of Biologically Equivalent or Superior Preservation (DBESP), project plans, and other forms of documentation needed to demonstrate consistency with the MSHCP. Contractor staff may need to prepare maps to demonstrate to the Wildlife Agencies and Permittees the relationship of projects to MSHCP requirements. The contractor will manage project-specific correspondence and communication with Permittees and Wildlife Agencies, prepare and maintain electronic and paper JPR records for RCA records, coordinate meetings related to JPRs, and facilitate discussions with the Permittees and the Wildlife Agencies as needed.

Participating Special Entities

The contractor shall conduct the analyses needed for non-Permittees utilizing the Participating Special Entities (PSE) process of the MSHCP. The contractor will conduct technical reviews and provide analysis of the detailed biological assessments, DBESPs, project plans, and other documentation necessary to demonstrate consistency with the MSHCP. The contractor will act as the point of contact with PSE applicants related to technical information and coordinate meetings as necessary. The contractor will provide support services to the RCA's legal counsel on the drafting of the Certificate of Inclusion.

Criteria Refinements

The contractor will review proposals for Criteria Refinements proposed by Permittees. The contractor will review the equivalency analysis prepared by the Permittee and determine if the proposed replacement land meets the requirements of the MSHCP. The contractor will produce and distribute comments, corrections, and a map or geospatial products associated with Criteria Refinements.

Amendments

Proposed changes to the MSHCP may be evaluated by the contractor to determine if they meet the requirements of Clerical or Minor Amendment. The contractor may provide the actual text or mapping changes needed for a Clerical or Minor Amendment.

Coordination Meetings

As requested by the RCA, the contractor will participate in monthly meetings with RCA staff, with the Wildlife Agencies, and Permittees to discuss a variety of issues, including, but not limited to project applications, MSHCP consistency, and upcoming projects.

Miscellaneous Support to RCA

The contractor may provide support to the RCA on various MSHCP implementation tasks. Support includes participation in meetings, providing written documentation to support correspondence to Permittees or other entities, coordinating with the Wildlife Agencies, and RCA's legal counsel as needed.

Organizational Conflict of Interest and Firewall Requirements

To ensure objective, unbiased oversight and to prevent the appearance of conflict of interest, the contractor must establish and maintain a strategy or "firewall" to avoid any potential conflicts of interest (e.g., key staff working on both RCA projects and representing development applicants on projects). The proposed strategy or "firewall" must address personnel restrictions and the physical and logical separation/restriction of sensitive data, files or internal communications. The Organizational Conflict of Interest strategy should aim to prevent the creation of an actual or perceived bias in the contractor's judgement or objectivity.

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.

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY

FISCAL YEAR	PROJECT	COST
FY 2026/27	MSHCP Compliance Review Services	\$ 520,000.00
FY 2027/28	MSHCP Compliance Review Services	478,750.00
FY 2028/29	MSHCP Compliance Review Services	478,750.00
FY 2029/30	MSHCP Compliance Review Services	543,550.00
FY 2030/31	MSHCP Compliance Review Services	543,550.00
TOTAL COSTS		\$ 2,564,600.00

DRAFT

AGENDA ITEM 9

WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

DATE:	May 4, 2026
TO:	Executive Committee
FROM:	Harry Sandoval, Regional Conservation Deputy Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Termination of Beekeeper License Agreements

STAFF RECOMMENDATION:

This item is for the Board of Directors to receive a report on the termination of beekeeper license agreements on RCA reserve lands.

BACKGROUND INFORMATION:

The RCA issues license agreements for limited use of MSHCP reserve lands. License agreements for use of reserve lands may only be issued for specific activities that will not impact any habitat or species conserved and the proposed activity may not hamper the RCA’s ability to manage and monitor the reserve lands as required by the MSHCP. Historically, the RCA has issued license agreements which allow apiaries (beekeeping), environmental monitoring, long-term biological studies, continued use of existing communications infrastructure, and use of RCA owned facilities on reserve lands.

On April 1, 2026, the RCA sent notifications to apiary license agreement holders, informing them that apiary license agreements would no longer be renewed. The notification requested that all apiaries be removed from reserve lands by June 30, 2026. The RCA had a total of five active apiary license agreements at the time notification was provided.

DISCUSSION:

The determination to discontinue apiary license agreements was made in consideration that apiaries utilize non-native bees such as the western honeybee (*Apis mellifera*). The potential impacts of non-native bees to the Crotch’s bumble bee (*Bombus crotchii*) was the factor that led to the decision to no longer renew apiary license agreements. Non-native bees compete with native bees for floral resources (i.e., pollen and nectar), transmit disease and parasites to native bees, and can alter pollination dynamics of sensitive plant species such as those covered by the MSHCP. The petition for listing the Crotch’s bumble bee submitted to the California Department of Fish and Wildlife (CDFW) identifies these negative impacts as threats to the Crotch’s bumble bee, as supported by scientific literature.

The RCA is currently in the process of amending the MSHCP to add Crotch's bumble bee to the state and federal permits. As part of the amendment process, the Permittees will have the opportunity to provide mitigation for impacts to Crotch's bumble bee on reserve lands, which will include the protection and management of the MSHCP reserve system for the benefit of Crotch's bumble bee along with all of the MSHCP currently covered species. The primary purpose of the MSHCP reserve system is to protect and recover populations of covered species. Due to the threats that non-native honeybees pose to Crotch's bumble bee and potentially some of the covered plant species, the RCA can no longer permit non-native honeybee apiaries on MSHCP reserves.

FISCAL IMPACT:

Discontinuing beekeeping license agreements will result in a loss of revenue amounting to a total of approximately \$6,000 annually.