

STAFF REPORT*CITY OF OCEANSIDE*

DATE: December 20, 2023

TO: Honorable Mayor and City Councilmembers

FROM: City Manager's Office

SUBJECT: **RESOLUTION AUTHORIZING ACCEPTANCE OF A U.S. FISH AND WILDLIFE SERVICE COASTAL PROGRAM GRANT AND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS**

SYNOPSIS

Staff recommends that the City Council adopt a resolution authorizing the City to accept a U.S. Fish and Wildlife Service Coastal Program grant, in the amount of \$56,876, to support the installation and monitoring of the Oceanside Coastal Dune Restoration Project; appropriate the funds to the grant account; approve Amendment 1 to the Professional Services Agreement (PSA) with Rincon Consultants, Inc., in the amount of \$62,711 plus 10% contingency, for a total agreement amount not to exceed \$84,501; and authorize the City Manager to execute all necessary documents.

BACKGROUND

The primary purpose of the Oceanside Coastal Dune Restoration Project (Project) is to demonstrate a small nature-based sand retention solution that serves to elevate the back beach and retain sand in areas along the City's coast where sandy resources persist, with the additional benefit of restoring rare, native coastal dune habitat on the City's beaches.

Coastal sand dunes are rare ecosystems consisting of wind-blown sand and native plants located landward of the annual extreme wave run-up zone along the beach. Sand dunes act as a natural mechanism of sand retention, thereby encouraging resiliency against sea level rise and flooding from coastal storms and wave run-up by elevating the beach between the ocean and the built environment. Sand dunes also mitigate beach erosion by maintaining a reserve supply of sand for use by waves during storm events. Additionally, the restored sand dunes have the potential to reduce sand maintenance at parks and picnic areas, roads, and pathways adjacent to sandy beaches by trapping the wind-blown sand on the dune. Coastal dunes provide enriched biodiversity and wildlife habitat, and present opportunities for foraging for our native and migratory shore bird species. Dunes are becoming increasingly rare coastal habitats, and their restoration along shorelines that sustain ample sandy resources are being

lauded by the Ocean Protection Council, California Coastal Commission and California Natural Resources Agency as a method of naturally abating future sea level rise.

In addition to the physical benefits afforded by the dunes, restored coastal dune habitats also provide educational opportunities for the general public. These opportunities may be realized through tours for stakeholder groups and students, postings online through websites and social media, press releases, newsletters and interpretive signage describing the historical ecology and use of dunes by the indigenous tribes of San Luis Rey river watershed.

ANALYSIS

The restoration of coastal sand dunes is supported in the City's approved Local Coastal Program, which promotes continued initiative to resolve the problem of beach erosion. Additionally, the deployment of nature-based solutions for adapting to sea level rise aligns with the California Coastal Commission's Guidance on sea level rise, and as such, dune restoration is being implemented by coastal cities throughout the San Diego region to naturally retain sand resources and fortify the coast against sea level rise.

In March 2023, a Professional Services Agreement with Rincon Consultants was approved in the amount of \$15,519 to pursue the conceptual development of a nature-based solution for sea level rise and sand management in northern Oceanside beaches where natural resources like sand persist. It's important to note that dune restoration projects are most successful in locations with existing ample sand resources and do not fare well in areas with limited sand which is why this effort is focused on Oceanside's northernmost beaches where sand is more plentiful.

In June 2023, the City applied for the U.S. Fish and Wildlife Service (USFWS) Coastal Program grant and received the official award letter on September 11, 2023 (Attachment 1). The USFWS's Coastal Program is a voluntary, incentive-based program that provides direct technical assistance and financial assistance to coastal communities and landowners, with the main goal being to effectively restore and protect fish and wildlife habitat on public and privately-owned lands. Local USFWS Coastal Program staff have been involved in the Oceanside Coastal Dune Restoration Project since its initial conception and have helped hone the installation methods and habitat conservation priorities.

Public outreach and solicitation of community feedback is an important component of this grant program. The attached Resolution would amend a contract with Rincon Consultants (Amendment 1; Attachment 3) to conduct public outreach, to further determine design details for the proposed coastal dunes restoration project, and to install the project. Public outreach would be conducted in spring/summer 2024, and include targeted and general community outreach via a diverse strategy of public meetings and event tabling. The proposed dune restoration project will also be shared with the Harbor and Beaches Advisory Committee (HBAC) prior to final siting, design and construction. Public outreach is expected to inform the exact location of the proposed dunes, as well as select design features. The preliminary design for the dunes

includes passive restoration techniques only. These techniques include harnessing wind driven sand using sand fencing and distributing collected native seed. Growth of plants is expected to be slow, as the proposed restoration will only utilize natural rainfall for plant irrigation. For this proposed passive restoration project, coastal dune restoration can only be performed in areas that sustain the physical conditions where these passive restoration techniques can be applied. This project does not propose to design a project that can be applied in coastal locations that support only low-tide, wet sand beaches.

Preliminary siting of dunes will avoid existing programmed uses of the beach space, including avoiding areas along Harbor Beach that support the City's junior lifeguard program, annual U.S. Army Corps of Engineers Harbor mouth navigation dredging and the annual spring Ironman competition and Beach Soccer Championships, amongst other events and permitted uses. Along Harbor Beach, dune restoration is proposed to occur outside of existing programmed areas and within the mid to back beach, specifically in areas not subject to high tides or wave run-up (except in extreme weather conditions). Along North Strand beach, dunes are similarly proposed to be located along the back beach, running parallel with pedestrian, bike and transportation corridors, and avoiding existing public programming.

Once restored, coastal dunes will sustain vegetation year-round, and could be allowed to widen over time, if desired. Native vegetation that persists on the dunes will flower at various seasons throughout the year. Sand fencing will be temporarily utilized to develop the dunes as the vegetation grows and becomes established, but would be removed once dunes are established. The fencing is approximately 4 feet high (3 feet when buried) and is slotted to allow sand to blow through the fence and accumulate on the leeward side. Southern California natural coastal dunes grow to a height of approximately 4 feet over time, and can widen if allowed to and supplied with enough wind and dry sand. North Oceanside coastal dunes are expected to form and grow based on the physical conditions afforded from year to year, but not exceed 4 feet in height. It's important to note that, based on their minimalist design, the dunes can easily be removed should they become problematic for any reason.

The USFWS grant requires monitoring and reporting, which shall be conducted in consultation with the City. Monitoring is substantially covered through the grant award (Attachment 1) and includes measuring beach topography and vegetative cover over time to evaluate if the project is successful at retaining beach sand and establishing native dune vegetation.

FISCAL IMPACT

The USFWS grant award is in the amount of \$56,876 and does not required City match. The grant amount of \$56,876 would be deposited and appropriated to the Coastal Dune Restoration grant account 822188723274.4381 and 822188723274.5305. Amendment 1 with Rincon Consultants in the amount of \$68,982 including a 10% contingency would be charged to the Coastal Dune Restoration Grant account 822188723274.5305 and the Sand Replenishment account 837134221271.5305 which has a current available

balance of \$706,300; therefore, sufficient funds are available. Funding source is American Rescue Plan Act (ARPA) funds.

Description	Amount	Account	Available Balance
USFWS Coastal Dune Restoration Grant	\$56,876	Revenue 822188723274.4376 Expenditure 822188723274.5305	
Rincon Consultants Amendment 1 with 10% Contingency	\$56,876	822188723274.5305 Coastal Dune Restoration Grant	\$56,876
	\$12,106	Sand Replenishment 837134221271.5305	\$706,300
Total Amendment with Rincon	\$68,982		

COMMISSION OR COMMITTEE REPORT

As previously noted, the proposed restoration project will be shared with the City's Harbor and Beaches Advisory Committee on February 19, 2024.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City to accept a U.S. Fish and Wildlife Service Coastal Program grant, in the amount of \$56,876, to support the installation and monitoring of the Oceanside Coastal Dune Restoration Project; appropriate the funds to the grant account; approve Amendment 1 to the Professional Services Agreement (PSA) with Rincon Consultants, Inc., in the amount of \$62,711 plus 10% contingency, for a total agreement amount not to exceed \$84,501; and authorize the City Manager to execute all necessary documents.

PREPARED BY:


Jayme Timberlake
Coastal Zone Administrator

SUBMITTED BY:


Jonathan Borrego
City Manager

REVIEWED BY:

Michael Gossman, Assistant City Manager
Hamid Bahadori, Public Works Director
Jill Moya, Financial Services Director


CML

ATTACHMENTS:

1. USFWS Coastal Program Grant Award
2. Resolution
3. Contract Amendment No. 1 Rincon Consultants

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Fish and Wildlife Coordination Act—Cooperation of agencies (16 U.S.C. §661)

1. DATE ISSUED MM/DD/YYYY 09/11/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.630 - Coastal			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. F23AC02317-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAJN F23AC02317		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2023		Through 09/30/2028	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2023		Through 09/30/2028	
8. TITLE OF PROJECT (OR PROGRAM) North Oceanside Dunes Restoration Project			

9a. GRANTEE NAME AND ADDRESS
 CITY OF OCEANSIDE
 300 N Coast Hwy
 Oceanside, CA, 92054-2824

9b. GRANTEE PROJECT DIRECTOR
 Jayme Timberlake
 300 N Coast Hwy
 Oceanside, CA, 92054-2824
 Phone: 760-435-3073

10a. GRANTEE AUTHORIZING OFFICIAL
 Jayme Timberlake
 300 N Coast Hwy
 Oceanside, CA, 92054-2824
 Phone: 760-435-3073

10b. FEDERAL PROJECT OFFICER
 Carolyn Lieberman
 2177 Salk Ave., Ste 250
 Carlsbad, CA, 92007
 Phone: 7604319440x240

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	0.00
b. Fringe Benefits	0.00
c. Total Personnel Costs	0.00
d. Equipment	0.00
e. Supplies	8,307.00
f. Travel	600.00
g. Construction	0.00
h. Other	0.00
i. Contractual	47,969.00
j. TOTAL DIRECT COSTS	\$ 56,876.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	\$ 56,876.00
m. Federal Share	\$ 56,876.00
n. Non-Federal Share	\$ 0.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	\$ 56,876.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 56,876.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 56,876.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	e
b. ADDITIONAL COSTS	
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- The grant program legislation
- The grant program regulations.
- This award notice including terms and conditions, if any, noted below under REMARKS.
- Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)
 No Program Income.

GRANTS MANAGEMENT OFFICIAL:
 Jose Battle Ramirez, Grants Management Specialist
 5275 Leesburg Pike
 Falls Church, VA, 22041-3803
 Phone: 787-942-1278

17. VENDOR CODE 0071332468		18a. UEI Q7GAM2JK79C1		18b. DUNS 073370678		19. CONG. DIST. 49	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051038111-00010	\$56,876.00	10/01/2023	09/30/2028	1611	North Oceanside Dunes Restoration Projec	

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SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

Funds under this award are to be used to complete work outlined in the attached Work Plan/Scope of Work and completed SF424 forms. The Service Project Officer identified in the Project Contacts section of this letter will be substantially involved in this project including, but not limited to: (A) participating and collaborating with you and other project partners, in carrying out the Work Plan and/or Landowner Agreement; (B) reviewing and approving each stage of work; and (C) closely monitoring or otherwise providing operational involvement during the project. In particular, the Service will be responsible for the following:

1. Working with the Cooperator and the Contractor to come to consensus on project treatments and methodology prior to commitment of resources (e.g., purchasing materials) and implementation.
2. Working with the Cooperator and the Contractor to complete compliance documents associated with the Endangered Species Action, Section 106 of the National Historic Preservation Act, and the National Environmental Policy Act prior to on-the-ground implementation of the project.
3. Collect and analyze vegetative data within the restoration project annually to evaluate project success.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

REPORT

1. Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "[Federal Financial Report](#)" form. See also our instructional video on "[Completing the Federal Financial Report \(SF-425\)](#)".

2. Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later

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than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, Federal Financial Report form, <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. See also our instructional video on "Completing the Federal Financial Report (SF425)" [https://fawiki.fws.gov/display/VL5V#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport\(SF-425\)](https://fawiki.fws.gov/display/VL5V#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport(SF-425))

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See [2 CFR 5200.329\(e\)](#). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

Full compliance with environmental or historic preservation laws is not yet complete for this project. Project planning and coordination tasks may proceed; however, no ground-disturbing work or project implementation actions can occur until the Service has notified the recipient in writing that such work may begin. While the Service Program Officer will assist the recipient with completion of the Federal compliance processes, recipients of Federal funds are responsible for ensuring the Program Officer receives all required information, including all applicable Federal, State, and local permits for proposed work under this Cooperative Agreement, to complete the compliance.

As a condition of award, the Recipient and their sub-recipient(s) and contractor(s) must not begin any potentially ground-disturbing work related to this award until the Service has notified the recipient in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreements must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic

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Preservation Act (NHPA).

AWARD CONDITIONS

1. Continuation Award Requirements

The Service will provide a specific level of support for this multi-year project on an incremental basis. The period of performance on this award reflects the full period of anticipated Service sponsorship. The Service will amend this award to add new increments of funding over time. The Service's obligation to provide incremental funding up to the total anticipated award amount is contingent on satisfactory performance and the availability of Federal funds. No legal liability on the part of the Service exists unless and until the Service obligates funds and notifies the recipient in writing that funds are available for the next increment of this award.

The Plan for future funding is as follows, subject to availability of funds and program needs:

FY23 (this application): \$56,876

FY24: \$10,000

FY25: \$10,000

FY26: \$10,000

FY27: \$10,000

2. Other Program- or Project-Specific Terms and Conditions

The recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov. Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

The data the applicant will submit to us include Digital Surface Models (DSM), Orthophotos, and shapefiles. The data collected and/or processed during each reporting period should be submitted to USFWS as part of the performance report associated with that reporting period.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per [2 CFR §200.308](#), unless otherwise specifically waived in this award.

STAFF CONTACTS

1. Service Project Officer:

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Carolyn Lieberman

carolyn_lieberman@fws.gov

442-303-7054

Terms and Conditions

I. Buy America Provision

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

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1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. Email all waiver requests to fw.hqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant PSC or NAICS code for each (see <https://psctool.us/> and <https://www.census.gov/naics/>).
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to www.doi.gov/grants/buyamerica for the required 15-day public comment period. The

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Made in America Office will also review all waiver requests. The Department will post approved waivers at www.doi.gov/grants/BuyAmerica/ApprovedWaivers. The Service will notify Recipients of their waiver request determination by email.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

2. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website

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at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ibc.doi.gov/ICS/icrma>.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and

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bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

Not applicable to foreign public entities or foreign organizations.

43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of Interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must

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complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the USFWS. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

National Policy Encouragements

Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

AWARD ATTACHMENTS

CITY OF OCEANSIDE

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1. Final Project & Budget Narrative
2. SF-424A

COASTAL PROGRAM WORK PLAN

North Oceanside Dunes Restoration Project at Oceanside, California

The conservation project described below is agreed to by the U.S. Fish and Wildlife Service (Service), City of Oceanside (Cooperator, Landowner, Local Jurisdiction), and Rincon Consultants (Contractor). The Service Coastal Program Biologist will provide technical assistance to the City of Oceanside and Rincon Consultants throughout the entire project term to support any actions needed to ensure that the project functions as intended. The Project Work Plan may be modified through written agreement from the Coastal Program Biologist.

Project Contacts:

Cooperator/Landowner: Jayme Timberlake
Coastal Zone Administrator
City of Oceanside
300 S. Coast Highway
Oceanside, California 92054
760-277-4356
jtimberlake@oceansideca.org

Contractor Project Manager: Frederico Scarelli, PhD
Coastal Adaptation & Resilience Specialist
Rincon Consultants, Inc.,
2215 Faraday Avenue, Suite A
Carlsbad, California 92008
(858) 262-1742
fscarelli@rinconconsultants.com

Coastal Program Biologist: Carolyn Lieberman
U.S. Fish and Wildlife Service
2177 Salk Avenue, Suite 105
Carlsbad California, 92008
442-303-7054
Carolyn_Lieberman@fws.gov

Project Purpose:

The purpose of the North Oceanside Dunes Restoration Project is to restore dune habitat on a small scale within three beach locations in the City of Oceanside, San Diego County, California (Figure 1; Phase 1). The project includes installing biomimicry tools (4-foot sand fencing and 12-inch cedar shims) and native dune plants to facilitate sand deposition and create dune habitat, symbolic fencing and signage to minimize unauthorized encroachment, and public communication and outreach to encourage the public to provide space for native habitat and wildlife. Project monitoring includes measuring beach topography and vegetative cover over time to evaluate if the project is successful at retaining beach sand and establishing native dune vegetation. Pending project success, restoration of dune habitat will be expanded across the beaches (Phase 2). Sand capture will reduce loss of sand from beaches and

maintenance costs associated with removal of sand deposited on adjacent parking areas, roadways and harbors. The project will benefit the federally threatened western snowy plover (*Charadrius nivosus nivosus*), migratory birds, and native coastal dune plants.

Habitat Restoration Hypothesis:

The Project will restore coastal dune (southern foredunes) habitat using biomimicry/green engineering to facilitate sand deposition and growth of native dune vegetation while enhancing public access to habitat with minimal disturbance to existing resources. Sand is being constantly blown landward from the beaches suggesting that the back beach has the potential to accumulate sand if obstacles (e.g. sand fence, posts, dune mounds, plants) are placed to slow down the movement of sand and facilitate deposition (Figures 2 – 4). Green engineering for this project will consist of installation of 4 -foot high sand fencing, 12-inch high cedar shims, native plantings, and symbolic fencing (post and ropes). Once the vegetation colonizes and covers the accumulated sand, it will stabilize the sand. These passive but effective and efficient restoration techniques are being successfully utilized at the Ponto Coastal Dune Restoration Project (F20AC11267) which sustains similar physical conditions as the North Oceanside Dune Project site.

Problem Statement:

Coastal sand dunes are ecosystems consisting of wind-blown sand and native plants located landward of the annual extreme wave run-up zone along the beach. Sand dunes act as a coastal defense by dissipating wave energy, elevating the buffer between the ocean and the built environment, and buffering erosion during extreme events. There are very few coastal dunes with native dune plants (southern foredune habitat) remaining in San Diego County. With the exception of the Tijuana Estuary, construction of highways, railroads and other structures have replaced, impaired or isolated all dune habitats in San Diego County. It is therefore vital to enhance areas to support this unique habitat.

City of Oceanside (City) maintains ownership over all beaches within their jurisdiction. Beaches are primarily managed for recreational use (e.g. sunbathing, Junior Lifeguards programs, beach soccer, volleyball, access for swimming and surfing). There has been a loss of beach sand due to the construction of the jetties protecting the ocean inlet to the Oceanside Harbor and Camp Pendleton Boat Basin (Harbor), which is located immediately north of the Oceanside beaches. The jetties block littoral sand movement that otherwise travels along the nearshore from north to south and deposits sand on the beaches during periods of smaller surf. Jetties blocking littoral sand movement result in beaches north of the jetty accumulating sand and beaches south of jetties starved of sand. Compounded with development in the upper watershed reducing fluvial sediment delivery to the coast, the elevation of Oceanside beaches has declined leaving cobble exposed on some beach areas.

The project is located on north Oceanside beaches, specifically identified from north to south as Harbor Beach, San Luis Rey River mouth (SLRR), and Strand Beach (Figure 1). The Pacific Ocean is west of the Oceanside beaches.

Harbor Beach is the northernmost beach and is located between North Jetty at the Harbor inlet to the north, the South Jetty and SLRR to the south, and the Harbor and associated public parking to the east. Harbor Beach is relatively wide [approximately 150 meters (500 feet) from the parking area to the ocean] and therefore infrastructure on the back beach is not currently subject to tidal flooding or coastal storm surge (Figure 5). Sand is constantly blown east and depositing on public parking spaces, pedestrian sidewalks and bikeways, and in the Harbor (Figure 4), thereby requiring consistent sand removal by the City’s Public Works crews and eventual dredging of Harbor.

The San Luis Rey River (SLRR) beach is between Harbor Beach and Strand Beach. The beach is present when sand bars build-up in front of the river mouth generally in summer and fall. The SLRR has been channelized and there is an old roadbed in the SLRR that is inhibiting water flow and movement of sand. Resulting sand accumulated within the channel supports remnant coastal dunes plants [i.e. salt grass (*Distichlis spicata*), red sand verbena (*Abronia maritima*)] as well as migratory birds, including the western snowy plover. Unfettered human use and vehicle activity degrades this remnant habitat for wildlife.

Strand Beach is the southernmost beach in the project area and is located between the SLRR to the north, Oceanside Pier to the south, and The Strand to the east. The Strand is a transportation route that connects residents and short-term renters to properties, and is a major recreational amenity for walkers, runners and bikers. Strand Beach is a relatively narrow beach. The Strand is vulnerable to flooding, storms surges, non-extreme meteorological events, and projected sea level rise. The U.S. Army Corps of Engineers annually dredges sand from the Harbor mouth and places it on Strand Beach, which supports a consistent sandy beach, albeit with some fluctuation on beach width.

Service Pacific Southwest Region: Coastal Program Strategic Plan, 2022-2026

The project contributes to the fulfillment of the Service Pacific Southwest Region Coastal Program Strategic Plan 2022-2026¹ for the Southern California Estuaries Focus Area (Strategic Plan).

The project addresses the following **Conservation Target** identified in the Strategic Plan:

- Dunes and Beaches

The project addresses the following **Threat to Conservation Targets** identified by the Strategic Plan:

- Loss of habitat to development.
- Blocks to aeolian processes.
- Introduced non-native invasive plants and animals establishing in open spaces and outcompeting or preying upon native species.
- Human disturbances to habitat and wildlife.

The project implements the following **Restoration Strategy** identified in the Strategic Plan:

- Implement small-scale project that can be implemented within five years.
- Create refuge from human disturbance for wildlife.
- Stimulate deposition of sand through biomimicry, fencing, and signage to restore habitat.

¹ Service. 2022. Coastal Program Strategic Plan: 2022-2026, Pacific Southwest Region.

- Utilize monitoring programs to evaluate whether enhancement/restoration techniques are effective and to inform future efforts.

Goals and Objectives:

Goal 1. Utilize biomimicry/green engineering techniques to restore coastal dune habitat at three different Oceanside beaches totaling one collective acre [Harbor Beach 0.53 acres (Figure 5); Strand Beach 0.07 acres (Figure 6); SLRR 0.76 acres (Figure 7)]. The project will install relatively small rectangular biomimicry restoration plots as a first phase of a larger restoration project. Installation at this small scale is to confirm that wind and sand supply at these locations are sufficient to support passive dune restoration prior to implementing the project at larger scale using the same techniques (Goal 3). The project will mimic the most effective design experimentally tested at the Ponto Coastal Dune Restoration Project (F20AC11267), which includes installation of several rows of sand fencing on the landward side, several ovals of shims shoreward of the sand fencing, placement of natives seeds throughout, and symbolic fencing around the entire restoration area. As part of the Oceanside project, sand fencing also will be placed on the north and south sides of the restoration area and container plantings will be installed.

Objective a. Measurably increase the volume of sand within the treatment areas.

Objective b. Measurably increase the number, height, and volume of dune mounds over time.

Objective c. Significantly increase the cover of native dune plant vegetation.

Objective d. Measurably reduce sand movement landward of the restoration areas.

Goal 2. Increase community awareness about preservation of coastal dunes:

Objective a. Coordinate with key interest groups on the project to ensure that the project does not substantially impact existing uses (e.g., volleyball, Junior Lifeguard program, Oceanside Harbor mouth dredging).

Objective b. Develop community stewardship programs involving local foundations to increase community awareness about the project and preservation of coastal habitat and provide opportunities for community involvement.

Goal 3. Restore coastal dune habitat within 13 acres along one mile of shoreline as a future phase pending demonstration that the first phase of the project meets Goals 1 and 2. This goal is not currently funded but additional funds (incremental funding) may be added to this agreement to support future phases to meet this goal.

Objective a. Provide habitat for sensitive native dune flora and fauna.

Objective b. Complement habitats at SLRR fish estuary.

Objective c. Reduce sand movement onto off-street parking and transportation corridors thereby increasing safety for bicyclists on the Strand and reducing maintenance costs to remove sand.

Objective d. Increase the resiliency of The Strand and Harbor public parking areas to ocean flooding, storm surge, and sea level rise.

Tasks and Timeline:

Task 1. Planning and Coordination (Phase 1)

- a. The project will establish a Project Coordination Team that works together to facilitate completion of the project goals, objectives, and tasks. (October 2023 to September 2028)
 - i. The Project Coordination Team will come to a consensus on the project treatments and methodology prior to commitment of resources (e.g., purchasing materials) and implementation. The Team will consist of the City Coastal Programs, the Contractor (Rincon Consultants) and the Service.
 - ii. The Team will meet monthly or more frequently to meet the project schedule during planning, through construction and during the first year of monitoring. The Team will continue to meet periodically to coordinate continued monitoring and adaptive management actions until project completion.
- b. The project will refine the project design based on the following (October 2023):
 - i. Maintaining lifeguard access, recreational public access, Junior Lifeguard programs, annual Oceanside Parks and Recreation events, staging and deposition area for Oceanside Harbor dredging, and access to any underground utilities. Input will be requested from the Project Coordination Team, various departments within the City, California Coastal Conservancy (potential funder and supporter), and Visit Oceanside.
 - ii. Placing the restoration areas above the 100-year return period elevation of the extreme water level which is 7.59 feet (NAVD88) (obtained from the La Jolla tide gauge, Station No. 9410230), and above the extreme water level combined with wave run-up for average waves that reach the City's coastline (Figure 8).
- c. Environmental Compliance (October 2023 to December 2023):
 - i. The City will complete compliance documentation and permitting as the lead agency on CEQA compliance, which is expected to be a Categorical Exemption under Section 15333 of the CEQA Guidelines—Small habitat restoration projects. A general Coastal Development Permit under the City's Local Coastal Program (LCP) will be acquired, as needed.
 - ii. Implementation of the project must comply with the Endangered Species Act, Section 106 of the National Historic Preservation Act, and National Environmental Policy Act prior to on-the-ground implementation of the project. The Service, Cooperator and Contractor, will work together to complete compliance documents associated with these Acts which will include identifying potential impacts to sensitive species and cultural resources and establishing protective measures to avoid and minimize impacts.
- d. The Project Coordination Team will coordinate with local interest groups to ensure their current uses of the property are retained (October 2023 to December 2023).
 - i. Meetings will be held with local interest groups (e.g., volleyball players, Oceanside Longboard Club, surf camps and lessons, Roberts Cottages) while refining the project design to ensure that their recreational access is retained.
 - ii. Signage will be installed at the project site to inform the public about the project and reduce vandalism.

- iii. The project will incorporate a community stewardship programs in partnership with local foundation(s) (e.g., Save Oceanside Sand) that includes volunteer programs and educational site visit for the community and local schools in support of the project.

Task 2. Project Installation (Phase 1) (December 2023)

- a. The project will restore and enhance dune habitat in restoration plots at three beaches in north Oceanside. The project will install three biomimicry restoration plots totaling 0.53 acre on Harbor Beach (one 45 x 20-meter plot and two 30 x 20-meter plot) (Figure 5), and one biomimicry restoration plot totaling 0.07 acre (20 x 15-meter) on Strand Beach (Figure 6). The project will enhance the 0.76 acre of dune habitat west of the old roadbed inside the SLRR (Figure 7).
- b. The biomimicry restoration plots will includes the following elements:
 - i. Four-foot sand dune fencing (at least 3) will be installed in rows on the landward side of the plots while 12-inch cedar shims will be installed within an oval shape on the shoreward side of the plots. The fencing and shims will be placed perpendicular to prevailing winds to slow down or obstruct wind-blown movement of sand and encourage sand deposition and accumulation that builds dune mound morphology (Figure 9).
 - ii. Native plants and seeds collected from nearby (Camp Pendleton, Batiquitos Lagoon, onsite) will be installed within the treatment plots. Native plants are removed from nearby dune habitat annually to enhance nesting habitat for the federally listed California least tern (*Sternula antillarum brownii*; tern) and western snowy plover. California Department of Fish and Wildlife or Camp Pendleton may make the removed plant material from the tern sites they manage available for the project. We anticipate installing the native *Abronia maritima* (red sand verbena), *Ambrosia chamissonis* (beach bur) and *Camissoniopsis cheiranthifolia* (beach evening primrose).
 - iii. Symbolic fencing or sand fencing will be placed along the perimeter of each plot to discourage human trampling and direct public access to designated routes.
 - iv. Signage will be placed along the project's public interphase to inform the visitors and the community about the restoration project, encourage public access through designed routes, and discourage trampling or vandalism of the project.
 - v. Sand fencing may be placed transversal (north and south side of the plots) to the beach to maximize sand accumulation from different directions, and reduce accumulated sand moving out of the plots.
- c. The remnant dune habitat in the SLRR will be enhanced by removing nonnative invasive plants, installing native plant seeds and containers, and surrounding the area with symbolic fencing to reduce unauthorized access and disturbance to migratory birds.

Task 3. Monitoring and Maintenance (Phase 1)

- a. Maintenance of restoration plots (December 2023 to September 2028)
 - i. Regular visits to the project sites will be made to maintain the installation and/or repair any damage to the plots.

- ii. As sand accumulates around the cedar shims, the shims will be carefully lifted upwards to facilitate additional vertical sand accumulation.
 - iii. Sand fencing and/or cedar shims can be removed from the treatment plots and the property once adequate sand accumulation (between 2 and 4 feet) has occurred and native vegetation is established to minimize sand movement, or the project is completed.
 - iv. Installed container plants will be watered approximately two times a month to facilitate survival and growth.
- b. The project will monitor the restoration plots for at least three years to quantify the physical and ecological evolution associated with each treatment. Monitoring will include measures of topography and vegetative cover.
- i. The Contractor (with City funding) and/or the City will collect topographic data with a drone [Unmanned Aircraft System (UAS)] to create high-resolution datasets (Digital Elevation Model and Orthophoto). Topographic data will be collected at least once a year. There will be a flight after the installation to serve as the baseline (December 2023). Additional drone surveys will be done by the Contractor (with City funding) and/or the City if additional funding is available or in collaboration with other City-led coastal projects. The survey will include the plots on Harbor Beach and Strand Beach, and will allow the project team to quantify sand accumulation and sand movement inside and outside the treatment plots. No Service or federal funds will be utilized to fund the drone surveys. (Spring 2024, 2025, 2026, 2027)
 - ii. The Service will collect vegetative cover data within the restoration plots. Vegetative cover data will be collected in the spring/summer of each year. (Spring/Summer 2024, 2025, 2026, 2027)
 - iii. Survey results will be presented and summarized in the annual interim and final performance reports for the project and will compare the ability of each area (Harbor Beach and Strand Beach) to meet the project Goals and Objectives. (December 2024, 2025, 2026, 2027, 2028)

Task 4. Restoration of Coastal Dunes (Phase 2) (Timeline To Be Determined)

- a. This task is not yet funded. Additional funding will be sought for Phase 2. There is the potential that California State Coastal Conservancy will fund a feasibility study, planning, and permitting of removing the roadbed from the SLRR as well as the expansion of the biomimicry restoration throughout Harbor Beach and Strand Beach.

Project Deliverables:

Project deliverables include the following:

- Final Design Documents
- Project Compliance Documents, including CEQA (Categorical Exemption), Coastal Development Permit (CDP), Section 7 of the Endangered Species Act, NEPA, and Section 106 of the National Historic Preservation Act
- Restoration of one acre of coastal dunes within five restoration plots within thirteen acres and one mile of beach.

- Annual and Final Performance Reports

Special Conditions and Provisions:

A. Joint Obligations: The Service and City of Oceanside (Cooperator) shall work with other partners, as applicable, in further developing the conservation project(s) of this agreement.

Further, each shall:

1. Provide, as appropriate, biological and technical advice in project planning, design, implementation, monitoring, and maintenance of funded projects. Designate acceptable local "onsite" Project Field Manager(s) for the project. The Project Field Manager(s) will be responsible for properly implementing and monitoring all project activities.
2. Jointly determine the design and implementation phases of the project(s). Implementation activities will be conducted in a manner that will minimize any negative effects to fish and wildlife resources.
3. Jointly prepare a project summary report, as outlined in the reporting requirements section.

B. Service will:

1. Ensure that the project complies with the following Federal laws and regulations:
 - a. Section 106 of the National Historic Preservation Act
 - b. National Environmental Policy Act
 - c. Endangered Species Act
2. Provide confirmation of compliance with the above to the Cooperator's Project Officer and notification when implementation activities may begin on the project.
3. Assist the Cooperator's Project Officer and/or the landowner(s) in preparing project permit applications as required under local, State, or Federal laws and regulations.
4. Retain final approval authority over all Work Plans under this Cooperative Agreement.

C. Cooperator (City of Oceanside) will:

1. Carry out the Goals and Objectives and Tasks of this agreement that are outlined above.
2. Serve as administrator of contracts, services, materials acquisitions, and disbursement of the Service's cost-share for activities relating to project completion.
3. Work with the Service to carry out this agreement to participate in fish and wildlife conservation activities.
4. Receive prior approval from the Service for individual projects. Coordinate with the Service on project design and implementation phases of the project.
5. Provide landowners with technical assistance in preparing applications required to obtain necessary Federal, State, and local permits relating to the project.
6. Coordinate with all project participants and notify each participant that implementation activities can begin once notification is received from the Service that all appropriate local, State, and Federal permits and clearances have been obtained.
7. Maintain proper books, records, and accounts of all specific project expenditures for the project.
8. Administer this Cooperative Agreement and any other contracts or services required to successfully complete the project.
9. Prepare and submit interim and final reports for the project as outlined in the reporting requirements section.
10. Identify the Service's contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

Budget Table:

Object Class Categories	Coastal Program	City of Oceanside (Cooperator)	Non-Service Partners	Totals
Personnel		\$ 22,500		\$ 22,500
Fringe Benefits				
Travel	\$ 600			\$ 600
Equipment				
Supplies	\$ 8,307		\$ 1,500	\$ 9,807
Contractual	\$ 47,969	\$ 29,000		\$ 76,969
Construction				
In-Kind	\$ 12,240			\$ 12,240
Other				
Total Direct Charges	\$ 56,876 (excludes Service in-kind)	\$ 51,500	\$ 1,500	\$109,876 (excludes Service in-kind)
Indirect				
Total	\$ 69,110	\$ 51,500	\$ 1,500	\$122,116

Budget Narrative:

TASK	RATE	TOTAL COST (Class Category, Contributor if not the Coastal Program)	DETAILS
I. PLANNING AND COORDINATION			
Design, planning, PM	50 hours (Contractual)	\$11,405 (Contractual)	Contractual (45 hours [\$194], 5 hour reviewers [\$295], and \$1,200 PM)
Environmental Compliance (CEQA Exemption; city of Oceanside General Coastal Permit; Service compliance)	56 hours (City in-kind)	\$8,400 (Personnel, City in-kind)	City will conduct CEQA for ensuring CEQA Exemption (assuming City's staff hourly cost is \$150)
	12 hours (Contractual)	\$2,776 (Contractual)	
Communication/Public Outreach	14 hours (City in-kind)	\$2,100 (Personnel, City in-kind)	Assuming City's staff hourly cost is \$150) Contractual can assist the city in developing materials for meeting and for public outreach
	6 hours (Contractual)	\$1,164 (Contractual)	

TASK	RATE	TOTAL COST (Class Category, Contributor if not the Coastal Program)	DETAILS
2. INSTALLATION			
1,230 ft (375 m) – of fence	\$100 per 50 ft (Tax Included)	\$2,600 (Supplies)	<ul style="list-style-type: none"> • 1 module 45x20 m • 2 modules 30x20 m • 1 module 20x12 m (South SLRR) Cost buying from Tractor Supply Co
137 - 6' T-Posts	\$8.4 per post (tax included)	\$1,150 (Supplies)	<ul style="list-style-type: none"> • T-Posts every 3m + the ends of the fences From Home Depot
110 packs - 12" shims	\$7.5 per pack of 42 shims (Tax Included)	\$825 (Supplies)	<ul style="list-style-type: none"> • Patches of shims 10'x3.5' (3x1m) each patch 2 packs of 42 shims for each patch
600 - Zip ties	\$12 per pack with 100 (tax included)	\$72 (Supplies)	<ul style="list-style-type: none"> • Considering about 3 zip ties per T-post 6 Packs from home depot
50 - 6' T-Posts (to avoid trespassing)	\$8.4 per post (tax included)	\$420 (Supplies)	<ul style="list-style-type: none"> • Every 6 meters on the side and front perimeter of the modules From Home Depot
885 ft (270 m) - of 600' 1/4" manila rope	\$60 per 600' (Tax Included)	\$180 (Supplies)	<ul style="list-style-type: none"> • 3 units of 600' Two levels of rope along the perimeter of the module
Fiberglass Rod 1/4 per 6ft	\$5.05 (Tax Included)	\$760 (Supplies)	Every 5 meters along the perimeter of the site inside SLRR
885 ft (270 m) - of 600' 1/4" manila rope	\$60 per 600' (Tax Included)	\$450 (Supplies)	<ul style="list-style-type: none"> • 8 units of 600' Two levels of rope along the perimeter of the module inside SLRR
8 Signs	\$55 per unit (Tax Included)	\$450 (Supplies)	2 signage per module
Equipment and tools		\$300 (Supplies)	Post Drivers, T-post caps, etc.

TASK	RATE	TOTAL COST (Class Category, Contributor if not the Coastal Program)	DETAILS
Additional Fence and 6' T-Post for Trasversall fences	\$100 per Panel (50 ft each) (Tax Included)	\$1,100 (Supplies)	<ul style="list-style-type: none"> • 10 additional pannels to add trasversally to the beach. • 10 additional 6' T-Posts. We can use the previous ones installed for the perpendicular fences.
Mobilization	16 hours mobilizations	\$4,000 (Contractual, City in-kind) \$3,104 (Contractual)	<ul style="list-style-type: none"> • City with Public works (Buy the list above, transport, and storage) • Contractual will be supporting the city on the purchases. • Including safety meeting
Installation Oversight	\$194 hour Project Manager \$85 hour Service	\$4,656 (Contractual) \$2,040 (Service In-Kind)	<ul style="list-style-type: none"> • 3 days (40 hours) in the field Supervising and helping installation
Installation Labor	\$26 hour	\$14,000 (Contractual)	<ul style="list-style-type: none"> • California Conservation Corps Crew – 4 to 5 days (15 people)
Vegetation		\$1,500 (Supplies, In-Kind CDFW, or Camp Peddleton)	<ul style="list-style-type: none"> • Seeds and Dune plants provided by CDFW from the cleaning of the Batiquitos nesting sites • Seeds and Dune plants obtained From Camp Pendleton • Transport from the dune site to the project site in charge by the City • Adding vegetation is included in the 3 days of work for installation. Need transport from the vegetation site to the beach.

TASK	RATE	TOTAL COST (Class Category, Contributor if not the Coastal Program)	DETAILS
3. MONITORING AND EVALUATION			
Maintenance 4 years	60 hours per year (City in-kind) 16 hours (4 hours /year) (Contractual)	\$12,000 (City In-kind) \$3,104 (Contractual)	<ul style="list-style-type: none"> • City – Public Works (\$12,000 for 4 years and for 2 persons [\$25 hour each]) Rincon – Occasional Site-visits
Monitoring 1flight year for 4 years	\$5,000 each (Contractual Rate if needed)	\$25,000 (Contractual, City In-kind)	<ul style="list-style-type: none"> • Once a year for monitoring (4 years) • Baseline survey (1 flight) • A total of 3-4 flights city will integrate with other ongoing coastal monitoring efforts
Vegetation 1 or 2 surveys per years	\$2,040 each survey where each surveys takes 24 hours at \$85 per hour	\$10,200 (Service in-kind)	A total of 5 vegetation surveys. Service
Processing Data	40 hours (10 hours/year) (Contractual)	\$7,760 (Contractual)	Processing topographic survey data and analysis of results
Travel	\$0.65 mile	\$600 (Contractual Travel)	
4. EXPANSION OF RESTORATION			
TBD			

Contributing Partners:

Service Coastal Program	\$56,876
City of Oceanside	\$29,000
City of Oceanside (in-kind)	\$22,500
Service Coastal Program (in-kind)	\$12,240
Non-Service Partners (in-kind)	\$ 1,500

This Work Plan is compliant with Regional/State Program Policies.

**MATTHEW
HAMMAN**

Digitally signed by MATTHEW
HAMMAN
Date: 2023.08.30 14:27:22
-07'00'

Regional/State Program Coordinator

Figure 1. Project Location

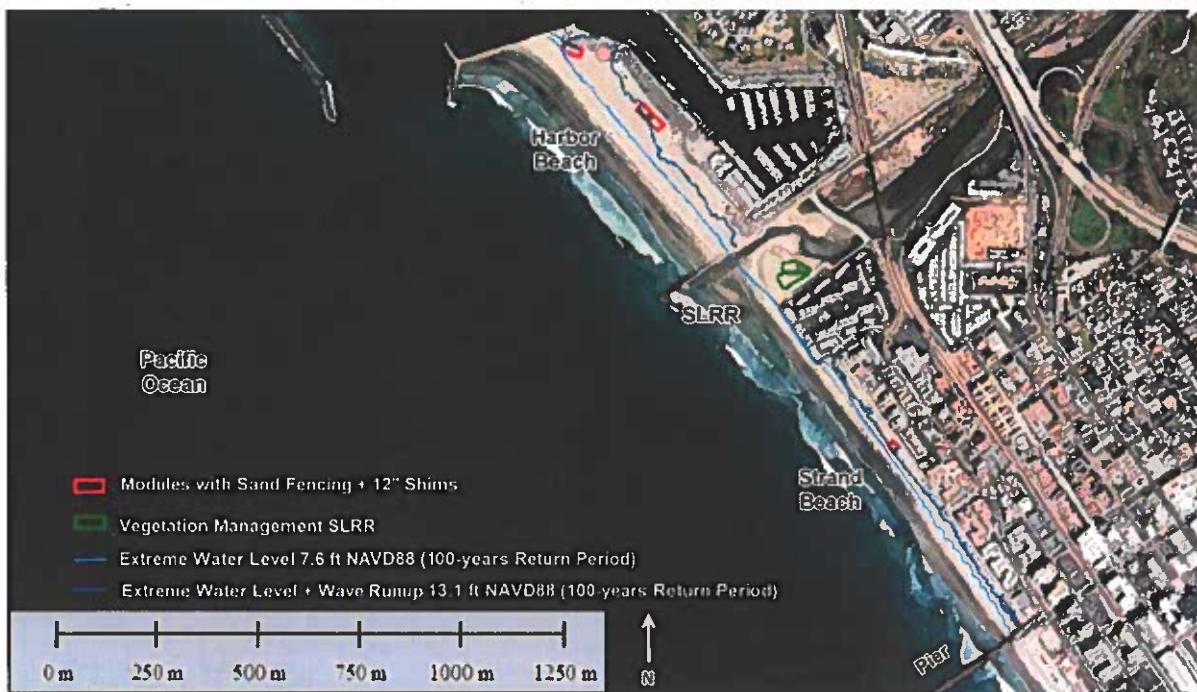


Figure 2. Sand accumulation west of the sidewalk wall at Harbor Beach.



Figure 3. Sand accumulation west of the sidewalk wall at Harbor Beach, and wideness of the beach.



Figure 4. Sand blown into the parking lot east of Harbor Beach.

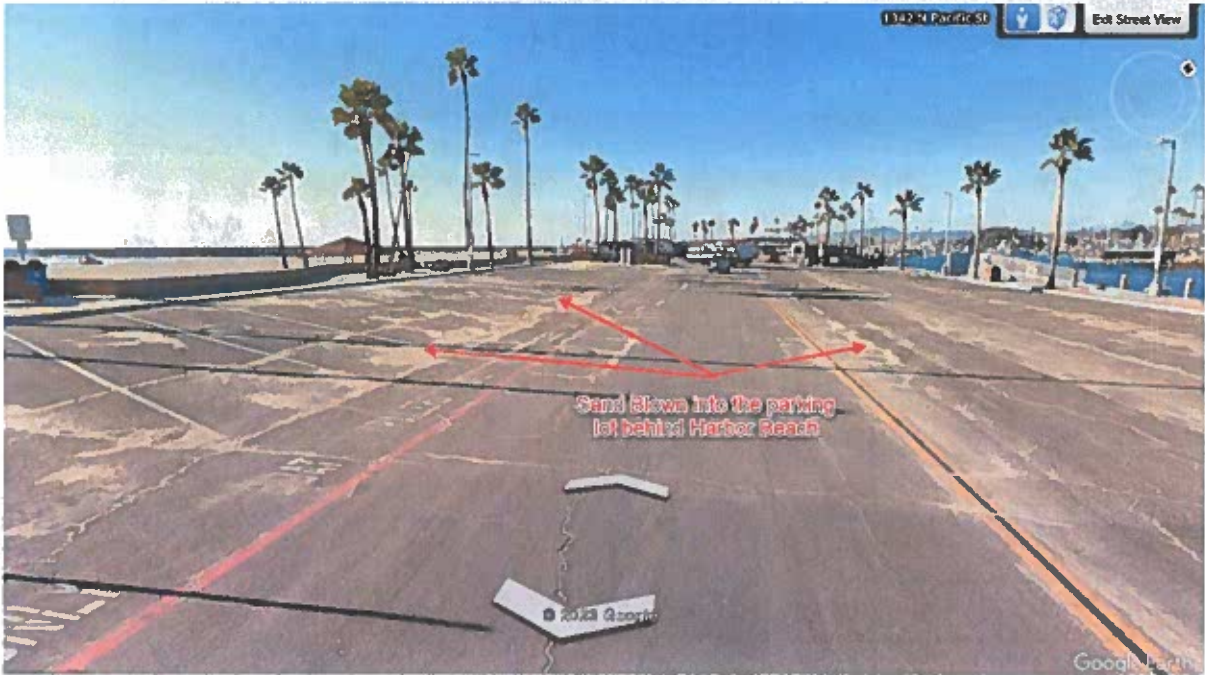


Figure 5. Proposed biomimicry restoration plots at Harbor Beach.



Figure 6. Proposed biomimicry restoration plots at Strand Beach.



Figure 7. Proposed dune enhancement at SLRR.



Figure 8. Topographic section showing 100-year return period Extreme Water Level (EWL) with and without wave runup. Above is the section for Harbor Beach and below is the section for Strand Beach.

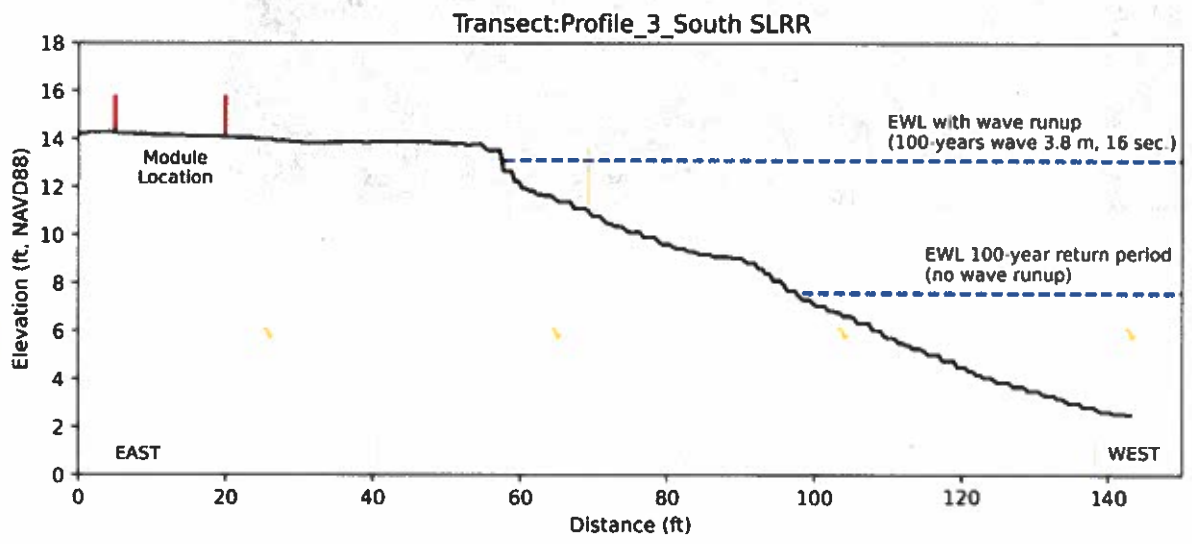
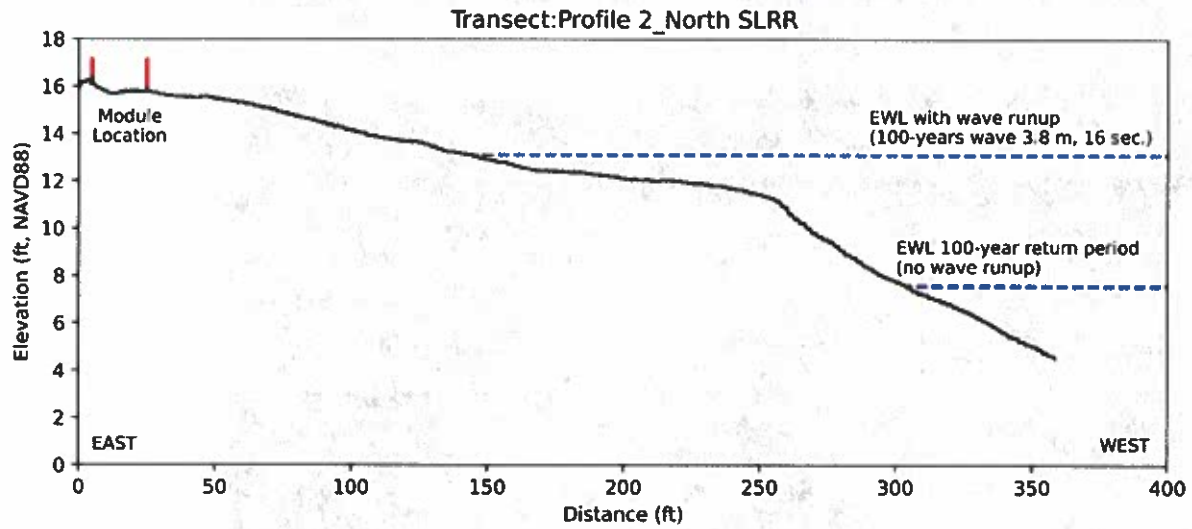


Figure 9. Biomimicry Restoration Plot example at Ponto Coastal Dune Restoration Project. Cedar shims are placed with ovals west of the rows of sand fencing. Symbolic fencing surrounds the plots.



BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Coastal-Coastal	15.630			\$56,876.00		\$56,876.00
2. Coastal-Coastal						
3. Coastal-Coastal						
4. Coastal-Coastal						
5. Totals				\$56,876.00		\$56,876.00

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Coastal-Coastal	(2) Coastal-Coastal	(3) Coastal-Coastal	(4) Coastal-Coastal	
a. Personnel					
b. Fringe Benefits					
c. Travel	\$600.00				\$600.00
d. Equipment					
e. Supplies	\$8,307.00				\$8,307.00
f. Contractual	\$47,969.00				\$47,969.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	\$56,876.00				\$56,876.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$56,876.00				\$56,876.00
7. Program Income					

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8 Coastal-Coastal					
9. Coastal-Coastal					
10. Coastal-Coastal					
11. Coastal-Coastal					
12. TOTAL (sum of lines 8-11)					
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$56,876.00	\$14,219.00	\$14,219.00	\$14,219.00	\$14,219.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$56,876.00	\$14,219.00	\$14,219.00	\$14,219.00	\$14,219.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Coastal-Coastal	\$6,219.00	\$6,219.00	\$6,210.00	\$6,219.00	
17. Coastal-Coastal					
18. Coastal-Coastal					
19. Coastal-Coastal					
20. TOTAL (sum of lines 16-19)	\$6,219.00	\$6,219.00	\$6,210.00	\$6,219.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:			22. Indirect Charges:		
23. Remarks:					

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE AUTHORIZING THE ACCEPTANCE OF A U.S. FISH AND WILDLIFE SERVICE COASTAL PROGRAM GRANT TO SUPPORT THE INSTALLATION AND MONITORING OF THE OCEANSIDE COASTAL DUNE RESTORATION PROJECT; AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT.

WHEREAS, U.S. Fish and Wildlife Service is a voluntary, community-based program that provides technical and financial assistance through cooperative agreements to coastal communities, conservation partners, and landowners to restore and protect fish and wildlife habitat on public and private lands; and

WHEREAS, the City of Oceanside was awarded \$56,876 in U.S. Fish and Wildlife Service Grant funds for the following project: Oceanside Coastal Dune Restoration Project; and

WHEREAS, the City of Oceanside understands that the U.S. Fish and Wildlife Service Grant funding is fixed at the programmed amount; and therefore, project cost increases that exceed the grant awarded will be the sole responsibility of the grantee; and

WHEREAS, the City of Oceanside agrees to complete the proposed grant project within a timely matter and in compliance with U.S. Fish and Wildlife Service provisions.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows: The City of Oceanside agrees to accept the U.S. Fish and Wildlife Service grant award funding in the amount of \$56,876 for the preparation of the Oceanside Coastal Dune Restoration Project; and

BE IT FURTHER RESOLVED that, with the acceptance of the grant award, the City Council of the City of Oceanside is not required to commit matching funds and authorizes City of Oceanside staff to accept the grant funds, execute a grant agreement with U.S. Fish and Wildlife Service, and complete the Oceanside Coastal Dune Restoration Project.

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PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this
_____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

APPROVED AS TO FORM:

City Clerk

John P. Miller
City Attorney

**CITY OF OCEANSIDE
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Oceanside Coastal Dune Restoration

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated November 7, 2023 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rincon Consultants Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated March 8, 2023, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, CITY and CONTRACTOR desire to amend the Agreement to provide for changes and/or modifications to the Section 1.0, Scope of Work and Section 8.0, Compensation.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1.0, **Scope of Work**, is hereby amended to add the following additional work: "To assist with design, planning, permitting and associated public outreach for the Oceanside Coastal Dune Restoration Project, followed by installation and monitoring, as described in more detail in Exhibit A (Rincon Project No: 22-13688, proposal as of October 24, 2023) attached hereto."
2. Section 8, **Compensation**, is hereby amended to add the following language to Section 8: CONSULTANT's compensation for additional work performed in accordance with this Amendment, shall not exceed \$68,982.00, for a total contract price not to exceed \$84,501.00. Said additional compensation shall be for performing additional professional services as described in Exhibit A, attached.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

Oceanside Coastal Dune Restoration

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

Rincon Consultants, Inc.
By: [Signature] Principal
Name/Title
Date: 11/27/2023

CITY OF OCEANSIDE
By: _____
City Manager
Date: _____

By: _____
Name/Title
Date: _____

APPROVED AS TO FORM:
[Signature]
City Attorney

77-0390093
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On November 27, 2023 before me, Lindsay B. Kraft, Notary Public - California,
(Here insert name and title of the officer)

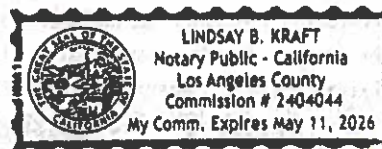
personally appeared Reema Shakra,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lindsay B. Kraft
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Occoaside Coastal Dune Restoration
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 11-27-2023

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Principal
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



Exhibit A

Rincon Consultants, Inc.

2215 Faraday Avenue, Suite A
Carlsbad, California 92008

760 918 9444 OFFICE

info@rinconconsultants.com
www.rinconconsultants.com

October 24, 2023

Rincon Project No: 22-13688

Jayne Timberlake, Coastal Zone Administrator

City of Oceanside

300 N. Coast Highway

Oceanside, CA 92054

Via email: JTimberlake@oceansideca.org

Subject: Amendment Proposal to Implement the Pilot Phase of the North Oceanside Dunes Restoration Project, City of Oceanside, California

Dear Ms. Timberlake:

Rincon Consultants, Inc. (Rincon) is pleased to submit Amendment No. 1 of the existing scope of work per document no. 23-D0182-4 signed on March 31, 2023, to assist the City of Oceanside (City) with the development and implementation of a conceptual nature-based solution (NBS) project(s) to improve coastal resilience and sand management at the northern coastal areas of the City. This amendment adds Task 6, Implementation of the Dune Restoration Project and its subtasks per City direction, which changes the total budget to \$62,711, excluding the cost for the optional Task 6.5.1. We are enthusiastic about this opportunity to work closely with the City and have prepared a general scope and cost to support the City's efforts to increase its coastal resilience and enhance the City's coastal habitat. Rincon has a team of highly skilled coastal adaptation and marine scientists who combine extensive technical qualifications and knowledge of coastal resilience, coastal processes, marine resources, and coastal monitoring with many years of experience working on similar projects.

The following scope of work was developed specifically to meet the City's needs and is fully negotiable.

Scope of Work

Task 6 Implementation of Dune Restoration Project

In September 2023, the U.S. Fish and Wildlife Service (USFWS) awarded the City with a grant of \$56,876 for implementing a pilot dune restoration project using NBS to improve sand management and restore coastal habitat at the City's shoreline. The NBS will consist of installing 4-foot-high dune fencing to limit blown sand and support accumulation, 12-inch wood shims to mimic dune vegetation, and native sand plants to restore dune habitat and aid in stabilizing the accumulated sand. The dune restoration project will be implemented in modules at Harbors Beach and Strand Beach, and the area of the project will be under 5 acres. Rincon will support the City coastal zone administrator in different aspects of the project as defined in the subtasks below.



Task 6.1 Design and Planning

Rincon will work closely with the City and USFWS to design the dune restoration project. This task will include defining the location of the projects, specific sites where the modules will be installed, material that will be utilized, and construction specifications. Rincon will support the City in preparing the work plan and the monitoring plan for the project. Rincon will work closely with the City's coastal zone administrator on the project management, which will include supporting the City in preparing presentations, identifying key stakeholders and local organizations, and meeting with resource agencies such as the California Coastal Commission (CCC), USFWS, and California State Coastal Conservancy (SCC).

Assumptions

- The City will finalize and, if needed, submit all plans and programs for the dune restoration project.
- The City will be responsible for organizing presentations with stakeholders and local organizations.
- Rincon will provide the necessary information for completing the project design, the work plan, and the monitoring plan.
- No surveys or site visits will be conducted for this task.
- Rincon has budgeted for one (2) virtual meeting (one hour) with the City, key stakeholders, and local organizations.

Deliverables

- Support finalizing the project design
- Support preparing work plan and monitoring plan
- Support preparing material for presentation, identifying and meeting key stakeholders

Task 6.2 Permitting Assistance

The City will be responsible for completing compliance documentation and obtaining all permits for the installation of the project. These will include obtaining a Coastal Development Permit (CDP) through the City's Local Coastal Program, as needed. As the lead agency, the City will obtain CEQA compliance for installing the project, which is expected to be a Categorical Exemption under Section 15333 of the CEQA Guidelines—Small Habitat Restoration Projects. In addition, the City will work with USFWS to complete federal compliance documentation for the Endangered Species Act, NEPA, and Section 106 of the National Historic Preservation Act.

Rincon will assist the City in providing information regarding the project, such as materials to be used, project footprint, and examples of previous permits obtained for similar projects. In addition, Rincon can conduct a peer review of the permitting documentation and provide a list of recommendation actions, and/or information needed to finalize the CDP and the CEQA Categorical Exemption.

Assumptions

- Rincon will be provided with all relevant project material necessary to conduct the review.
- Rincon will provide the necessary information for completing CEQA Exemption application and Coastal Development Permits based on previous studies and on the proposed design for the project.
- The City and/or the USFWS will be responsible for preparing and submitting the applications for obtaining the permits for installing the dune restoration project.



- No additional analysis will be conducted for this task.
- No surveys or site visits will be completed.
- Rincon is available to attend one (1) meeting (one hour) with the City and regulatory agencies as part of this task.

Deliverables

- Brief memorandum listing recommendations actions and information needed to complete the documentation for obtaining permits.

Task 6.3 Communication and Public Outreach

As part of the Pilot Project, the City will coordinate with local interest groups and key stakeholders (e.g., volleyball players, Oceanside Longboard Club, surf camps and lessons, Roberts Cottages), including working with tribes and disadvantaged communities. Meetings with local groups and tribes will be held while refining the project design to ensure their current uses of the property are retained. In addition, signage will be installed at the project site to inform the public about the project and to reduce vandalism.

The project will incorporate a community stewardship program in partnership with local foundation(s) (e.g., Save Oceanside Sand) that includes volunteer programs and educational site visit for the community, local tribes, and local schools in support of the project.

Rincon will provide support to the City by providing material from Task 6.1 Design Planning and reviewing material prepared by the City for communicating with local interest groups, key stakeholders and for the community stewardship program. In addition, Rincon will provide revisions on the signage to be prepared for the site to inform the public about the project.

Assumptions

- The City will be responsible for preparing, finalizing, and distributing the documents.
- The City will be responsible for preparing and ordering the signage to be posted on-site.
- Rincon is available to attend one (1) meeting (up to one hour long) with the City, local groups and tribes, and key stakeholders.

Deliverables

- Gathering and selecting material prepared for the Design Plan task.
- Review Word documents, PowerPoint presentations, and signage.

Task 6.4 Installation of Dune Restoration Modules

The City will install the project at Harbor Beach and Strand Beach, the total area of the project will be under 5 acres, and it will be implemented in modules to minimize impacts on beach access. The project consists of the installation of sand fencing parallel to the shoreline and perpendicular to the main wind direction and the placement of 12 inches shims in patches to mimic vegetation. These NBS methodologies will passively support sand accumulation allowing the restoration of the dune topography while helping create morphological heterogeneity to the restored dune system. In addition,



native vegetation will be placed on the project site to enhance the coastal habitat and aid in stabilizing the accumulated sand.

The installation of the modules will be supported by Rincon's subcontractor, the California Conservation Corps' crew. Vegetation (seeds and/or plants) will be collected and transported to the project site from coastal dune areas close to the project site (e.g., Camp Pendleton and Batiquitos Lagoon). Rincon will provide project management support to the City, which will consist of purchasing and supplying the City with the material and equipment needed to install the modules. In addition, Rincon will provide construction management which will include providing direction and technical support for the California Conservation Corps' crew, assisting the City's staff in managing logistics and mobilization, and supervising the installation of the modules for the dune restoration on site.

Assumptions

- The City will be responsible for storing and transporting all the materials needed for the installation of the project. Including transporting vegetation from the source dune site to the project site.
- The California Conservation Corps' crew daily schedule will be 10 hours in length, Monday-Thursday each week and will include travel time to the project site.
- Since the California Conservation Corps is a youth development program and is mandated to respond to emergencies, this may result in a delayed start or postponement of any project.
- Rincon assumes that the installation will take four (4) days.
- Cost for Task 6.4 includes expenses for buying the material and equipment needed, and for subcontracting the California Conservation Corp's crew.

Deliverables

- Purchasing and supplying the City with the material and equipment needed to install the modules.
- Providing Construction Management and supervising the California Conservation Corps' crew during the installation of the dune restoration project.

Task 6.5 Monitoring and Performance Evaluation

Once installed, the project site will be systematically monitored to quantify the physical and ecological evolution associated with the installed project for at least three years. Monitoring will include measures of topography changes and vegetative cover. The results obtained from the monitoring efforts will allow the Project Managers to assess the performance of the project and compare the results with similar projects implemented in southern California.

The City will collect topographic data with a drone [Unmanned Aircraft System (UAS)] to create high-resolution datasets (Digital Elevation Model and Orthophoto). Topographic data will be collected at least once a year. There will be a flight after the installation to serve as the baseline. The drone surveys will allow the project team to quantify sand accumulation and sand movement inside and outside the treatment plots.

USFWS will collect vegetative cover data within the treated area with intercepts along transects. Vegetative cover data will be collected in the spring of each year. Survey results will be presented and summarized in the annual interim and final performance reports for the project and will compare the ability of each area (Harbor Beach and Strand Beach) to meet the project Goals and Objectives.



In addition to the baseline survey to be conducted after installation, Rincon will process and analyze the collected dataset for the baseline survey and for the following drone flights to be conducted as part of the monitoring program. The final product from each flight will be included in the Annual and Final Performance Reports to be submitted to the USFWS. Rincon will support the City in preparing the Annual and Final Performance Reports, as well as developing maintenance strategy and adaptive management.

Task 6.5.1 Drone Surveys (Optional)

Rincon will collect topographic data with a drone to create high-resolution datasets (Digital Elevation Model and Orthophoto). Topographic data will be collected at least once a year. The flight after the installation of the project will serve as the baseline. Additional drone surveys will be done if additional funding is available or in collaboration with other coastal projects conducted by the City. The survey will include the modules on Harbor Beach and Strand Beach. The results obtained from the drone survey will allow the project team to quantify sand accumulation and sand movement outside the treatment plots.

Rincon will provide low altitude aerial data acquisition and digital reconnaissance services to support the City monitoring efforts for the dune restoration project. Utilizing a small unmanned aircraft system (sUAS) and a Federal Aviation Administration (FAA) licensed pilot, Rincon will collect aerial data of a single continuous project site covering approximately 60 acres.

Prior to visiting the project site, our staff will create a customized flight plan using specialized software and preprogram this information into the sUAS. The custom flight plan will be used to collect aerial data for the project site at an altitude of lowest elevation Above Ground Level (AGL). The data will be collected and projected into a coordinate system with the use of at least three Ground Control Points (GCPs) which will be placed preflight by the Rincon Flight Team in areas easily visible to the sUAS during flight and will also be mapped utilizing a handheld GPS device capable of sub-meter accuracy. Aerial imagery will be taken at set intervals in accordance with the programmed flight plan and will have a targeted Ground Sampling Distance (GSD) resolution of 2 cm/px. If necessary, adjustments to the planned flight will be made to accommodate environmental limitations at the time of flight. Due to the nature of sUAS data collection, factors such as wind speed, precipitation, cloud cover, and or other FAA designated events may require flight plan adjustments on short notice or during flight.

Following the site visit, Rincon Consultants will process the collected aerial data using industry leading imagery and spatial analysis software. The following data products will be provided to the City digitally.

Assumptions

- Rincon has a budget for one drone flight to be conducted after finalizing the installation of the modules.
- Rincon can conduct additional drone flights under an additional cost and scope (Optional Task 6.5.1).
- If the City obtains the topographic data through their on-going coastal projects, the City will provide the data for Rincon to process focusing on the project site.
- The City will be responsible for finalizing and submitting the Annual and Final Performance Reports to USFWS.
- Rincon has budgeted for 4 hours per year to support the City maintenance effort providing strategy and adaptation measure for the maintenance effort.



- Rincon will provide one (1) deliverable a year.
- Rincon can attend conferences to present the findings of the survey under an additional cost and scope.
- The drone survey will include the plots on Harbor Beach and Strand Beach.
- No USFWS or federal funds will be utilized to fund the drone surveys.
- Surveys would be conducted during the Spring 2024, 2025, 2026, and 2027
- If the project site is located within controlled airspace, (typically within 5 miles of an airport), authorization from the FAA must be received prior to operations. This can take up to 90 days.
- All sUAS operations conducted by Rincon Consultants will comply with all FAA regulations. If it is determined that the sUAS operation will not meet FAA regulations, Rincon can apply for the waivers needed for the operation at an additional task of 4hours/waiver. Waivers can take up to 90 days to be reviewed and approval is not guaranteed. sUAS operations will not take place without full FAA approval.
- Rincon Consultants will have full airspace access to the site as well as enough ground access to accurately position Ground Control Points and safely monitor flight operations.
- All personnel that are not directly associated with the Rincon Flight Team will vacate the site or remain under structures with suitable overhead protection for the duration of sUAS flight.
- Weather conditions will meet Rincon and sUAS flight safety standards with adequate sunlight for aerial photography.
- The cost for optional Task 6.51 is for each survey requested by the City.

Deliverables

- Memorandum with processed and analyzed data.
- Digital Elevation Model and Orthophoto obtained from the drone surveys, if Rincon will be retained to conduct the drone surveys.
- 2 cm/px georeferenced Digital Elevation Model and Orthophoto of the project site (.geoTIFF) (if opt-in for Task 6.5.1)

Task 7 Project Management and Coordination

Rincon recommends establishing project management and coordination budget. This task provides time for Principal level quality control and review, overall management, organization, and coordination. This task also includes time related to invoicing and general project administrative needs.

Schedule and Cost Estimate

Rincon understands schedule is important, and we are ready to initiate this Scope of Work immediately upon contract execution. Based on the above Scope of Work, our estimated additional cost for Tasks 6 and 7 is **\$62,711**. This cost excludes the optional Task 6.5.1. The tasks described above will be billed on a time and materials basis in accordance with Rincon's approved 2023 fee schedule (Attachment A). Table 1 provides a breakdown of the proposed budget by task.



Table 1 Cost Estimate

Task	Hours	Cost
Task 6 Implementation of Dune Restoration Project		
Task 6.1 Design and Planning	48	\$9,722
Task 6.2 Permitting Assistance	10	\$2,180
Task 6.3 Communication and Public Outreach	7	\$1,540
Task 6.4 Installation of Dune Restoration Modules	48	\$9,312
California Conservation Corps (subcontractor)		\$18,096
Expenses for Purchasing Supplies		\$9,800
Task 6.5 Monitoring and Performance Evaluation	42	\$8,763
Task 7 Project Management and Coordination	22	\$3,298
TOTAL	112	\$62,711
Task 6.5.1 Drone Surveys (Optional)	26	\$4,639

Thank you for reaching out and considering Rincon for this future assignment. Please do not hesitate to contact us if you have questions about this proposal or need additional information.

Sincerely,
Rincon Consultants, Inc.


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Attachments

Attachment A Standard Fee Schedule



Attachment A

Rincon Fee Schedule



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$285
Director I	\$285
Senior Supervisor II	\$268
Supervisor I	\$250
Senior Professional II	\$234
Senior Professional I	\$218
Professional IV	\$194
Professional III	\$180
Professional II	\$160
Professional I	\$143
Associate III	\$120
Associate II	\$107
Associate I	\$100
Field Technician	\$86
Data Solutions Architect	\$180
Senior GIS Specialist	\$172
GIS/CADD Specialist II	\$153
GIS/CADD Specialist I	\$138
Technical Editor	\$135
Project Accountant	\$115
Billing Specialist	\$98
Publishing Specialist	\$110
Clerical	\$98

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$380.

Reimbursable Expenses

Direct Cost	Rates
Photocopies - Black and White	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies - Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies - 11 x 17	\$0.55 (B&W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$621
Boat (20 ft. Boston Whaler or Similar)	\$345
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$57/diver
Marine Field Package (PFDs - Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$57
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person