

AGREEMENT NUMBER 24-011	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-1688570	

THIS AGREEMENT is entered into this _____ day of _____, 2024 in the
State of California, by and between:



AGENCY State Coastal Conservancy	and
GRANTEE'S NAME City of Oceanside	

I. SCOPE OF AGREEMENT

Pursuant to Chapter 6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of Oceanside ("the grantee") a sum not to exceed \$1,643,344 (one million six hundred forty-three thousand three hundred forty-four dollars).

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement.
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Oceanside				
BY (Authorized Signature) 	BY (Authorized Signature) 				
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING				
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612	ADDRESS & PHONE NUMBER 300 N. Coast Highway Oceanside, CA, 92054				
Phone: (510) 286-1015		Phone: (760) 435-3918			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,643,344.00	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Safe Drinking Water,...(Prop 84)			I certify that this agreement is exempt from Department of General Services' approval. Erika Gomez Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-0890 = \$979,744.00 (USFWS)(F21AP01581-00/15.614) 3760-101-605100008(I)(B0692) = \$663,600.00 Reap. by Ch. 23/19	CHAPTER 12	STATUTE 2023	FISCAL YEAR 23/24	
TOTAL AMOUNT ENCUMBERED TO DATE \$1,643,344.00	PROJECT NAME Loma Alta Slough Wetlands Enhancement Project				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF <u>ACCOUNTING</u> OFFICER		DATE			

☐

The grantee shall use the funds to complete the following project (“the project”) at Loma Alta Slough in Oceanside, San Diego County, as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of the enhancement of 5.8 acres of coastal wetlands, transitional zones, and upland coastal sage scrub at the Loma Alta Slough. Project activities include removing sediment by dredging and removing fill and riprap from developed areas to expand the wetland, grading and building marshland channels to improve hydrology and water quality, and planting native vegetation on the coastal wetland and the transitional riparian and upland coastal sage scrub habitat. The project also will expand coastal access and public recreation by constructing 1,200 ft of new trail, a bridge, an overlook point, and interpretive signage. These improvements allow the public to better interact with the revitalized ecosystem and more easily access the nearby beach without impacting sensitive habitats.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy will not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
 - a. A work program for the project, as provided in section “VI. WORK PROGRAM.”
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in section “VII. SIGNS AND ACKNOWLEDGMENT.”
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in section “VIII. BONDING.”
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

- b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XVII. INSURANCE.”
4. The grantee has completed and returned to the Conservancy the Federal Sub-Awardee Questionnaire.

III. ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

The project is funded through a grant from the U.S. Fish & Wildlife to the Conservancy. The grant is pursuant to a “Notice of Grant Award F21AP01581-00, Loma Alta Slough Wetlands Enhancement”, between the US Fish and Wildlife Service and the Conservancy, dated May 27, 2021. A copy of the NCWC Grant is attached to this agreement as Exhibit 3, and incorporated by this reference.

The Grantee shall carefully review all of the terms and conditions of the Federal Grant, and, as applicable, comply with those terms and conditions in carrying out the project, including all applicable federal and state laws and regulations. For purposes of clarity, such terms and conditions include, but are not limited to, federal requirements pertaining to indirect costs, auditing, subawarding or contracting, reporting, lobbying, publicity, and safety. In addition, Grantee agrees to provide any required information to the Conservancy with respect to the project and the Federal Grant to the extent necessary to enable the Conservancy to meet its obligations to applicable federal and state agencies under the Federal Grants, including but not limited to providing information necessary to enable the Conservancy to meet its reporting requirements under the Federal Grants.

1. Prior to the release of funds for construction, the grantee shall provide evidence of completion of the following:
 - a. Wetland Monitoring Plan. A plan to collect and report monitoring data in a manner that is compatible and consistent with the Statewide Wetland and Riparian Area Monitoring Program framework (currently available at https://www.mywaterquality.ca.gov/monitoring_council/wetland_workgroup/index.html).
 - b. Baseline Condition Report. A “Level 2” baseline wetland assessment utilizing the California Rapid Assessment Method (CRAM) within the year prior to the beginning of project construction, unless otherwise agreed upon in writing by the Conservancy and the grantee. (More information is available at <http://www.cramwetlands.org/>). The CRAM assessment must be completed by a certified CRAM practitioner and the data must be uploaded at <http://www.cramwetlands.org/>.

- c. The Publication of Project Information. The grantee shall upload project information, including periodic monitoring data, to the project tracker for “EcoAtlas”, an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at <http://ptrack.ecoatlas.org/>), to track project information and aggregate data.
- d. Plan for Completion of Post-Construction CRAM Assessment. A budget and timeline for the collection of at least one additional CRAM assessment following construction of the project and prior to the completion date of the grant agreement in order to document the change in wetland condition at the project site.

IV. TERM OF AGREEMENT

This agreement will take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT”. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on May 31, 2048 (“the termination date”) unless terminated early as provided in this agreement. However, the grantee shall complete all work by February 28, 2028 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than March 31, 2028.

V. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its June 6, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

The project is being funded through the Federal Grants to the Conservancy. The signature of the Executive Officer certifies that the Federal Grants were awarded for the purposes of the project.

Standard Provisions

VI. WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program must include:

1. Construction plans and specifications that have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget must list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Conservancy staff, on-site if feasible.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall construct the project in accordance with the approved work program.

VII. SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan must commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan must commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo, and directing the public to the project. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. In addition to signs acknowledging Conservancy assistance, the grantee shall maintain existing California Coastal Trail emblems on the real property and on all other real property interests controlled, maintained or managed by the grantee that are deemed by the Conservancy to be existing segments of the California Coastal Trail. Emblem locations shall be determined by the grantee in consultation with the Conservancy. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

VIII. BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, the grantee shall not begin construction until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement does not apply to any contract for less than \$20,000.

Any bond furnished under this section must be executed by an admitted corporate surety insurer licensed in the State of California.

IX. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's

satisfactory completion of construction and compliance with section “XI. PROJECT COMPLETION”, and upon the Conservancy’s acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed “Request for Disbursement” form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee’s failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

X. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

XI. PROJECT COMPLETION

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section IV. TERM OF AGREEMENT that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by section “VII. SIGNS AND ACKNOWLEDGMENT.”
3. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.
4. A final inspection report by a licensed architect or registered engineer or the grantee’s Public Works Director, and a copy of “as built” drawings of the completed project.
5. Evidence that the following activities have been completed:
 - a. Post-Construction Condition Report. A “Level 2” CRAM wetland assessment following project construction and prior to the project completion date. The CRAM assessment shall be completed by a certified CRAM practitioner and the data shall be uploaded at <http://www.cramwetlands.org/>.

- b. Update Project Information. All relevant project information has been updated in the project tracker on EcoAtlas (currently available at <http://ptrack.ecoatlas.org/>) to reflect completion of the project.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section “IX. COSTS AND DISBURSEMENTS”. The project will be deemed complete as of the date of the letter.

XII. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the

contractor for any reason on written notice and on the same terms and conditions specified in this section.

XIII. OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy is not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

XIV. MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

XV. INSPECTION

Throughout the term of this agreement, the Conservancy has the right to inspect the project area to ascertain compliance with this agreement.

XVI. INDEMNIFICATION AND HOLD HARMLESS

To the extent allowed by law, the Grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys' fees (collectively, "Claims"), which (1) result from or arising out of the willful or negligent acts or

omissions of the Grantee, its officers, agents, contractors, subcontractors, and employees, or (2) result from, arise out of, or are in any way connected with or incident to this agreement or the Federal Grant; except to the extent such Claims result, in whole or in part, from the active negligence of the Conservancy, its officers, agents, or employees.

If the Grantee provides funds to any subgrantee or retains any contractor, excluding any agency or department of the United States, to accomplish any of the work under this agreement, the Grantee shall first enter into a written agreement with each subgrantee or contractor by which the subgrantee or contractor agrees to, among other requirements in the Federal Grant, indemnify and hold harmless the State of California and the Conservancy and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorneys' fees, resulting from or arising out of its performance under its agreement with the Grantee. The indemnification and hold harmless agreement will be consistent with requirements specified in this section, and shall specifically acknowledge that the Conservancy is a third party beneficiary of the indemnification and hold harmless agreement.

The duty of the Grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section "XVI. INDEMNIFICATION AND HOLD HARMLESS" will survive termination of this agreement.

XVII. INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees volunteers, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
- b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
- d. Course-of-construction (also known as “Builder’s Risk”) insurance covering all risks of loss. (Any proceeds of loss payable under this coverage must be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
- e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage must be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Worker’s Compensation and Employer’s Liability: Worker’s compensation as required by law and Employer’s Liability of no less than \$1,000,000 per accident for bodily injury or disease.

- d. Course of Construction: “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions.
 - e. Property Insurance: 90 percent of full replacement cost of the facilities or structures.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - ii. For any claims related to this agreement, the grantee’s insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.

- iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
- 5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
- 6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project
- 8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

XVIII. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees, and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation

for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the California State Auditor during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

XIX. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

XX. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain

compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XXI. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XXII. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request; which provides general information and is not legal advice to the grantee on whether the grantee’s project is subject to prevailing wage laws.

XXIII. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XXIV. XXIV EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

XXV. INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

XXVI. ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

XXVII. TIMELINESS

Time is of the essence in this agreement.

XXVIII. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXIX. AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

Exhibit 1: Project Location Maps

Figure 1. Project location in region.

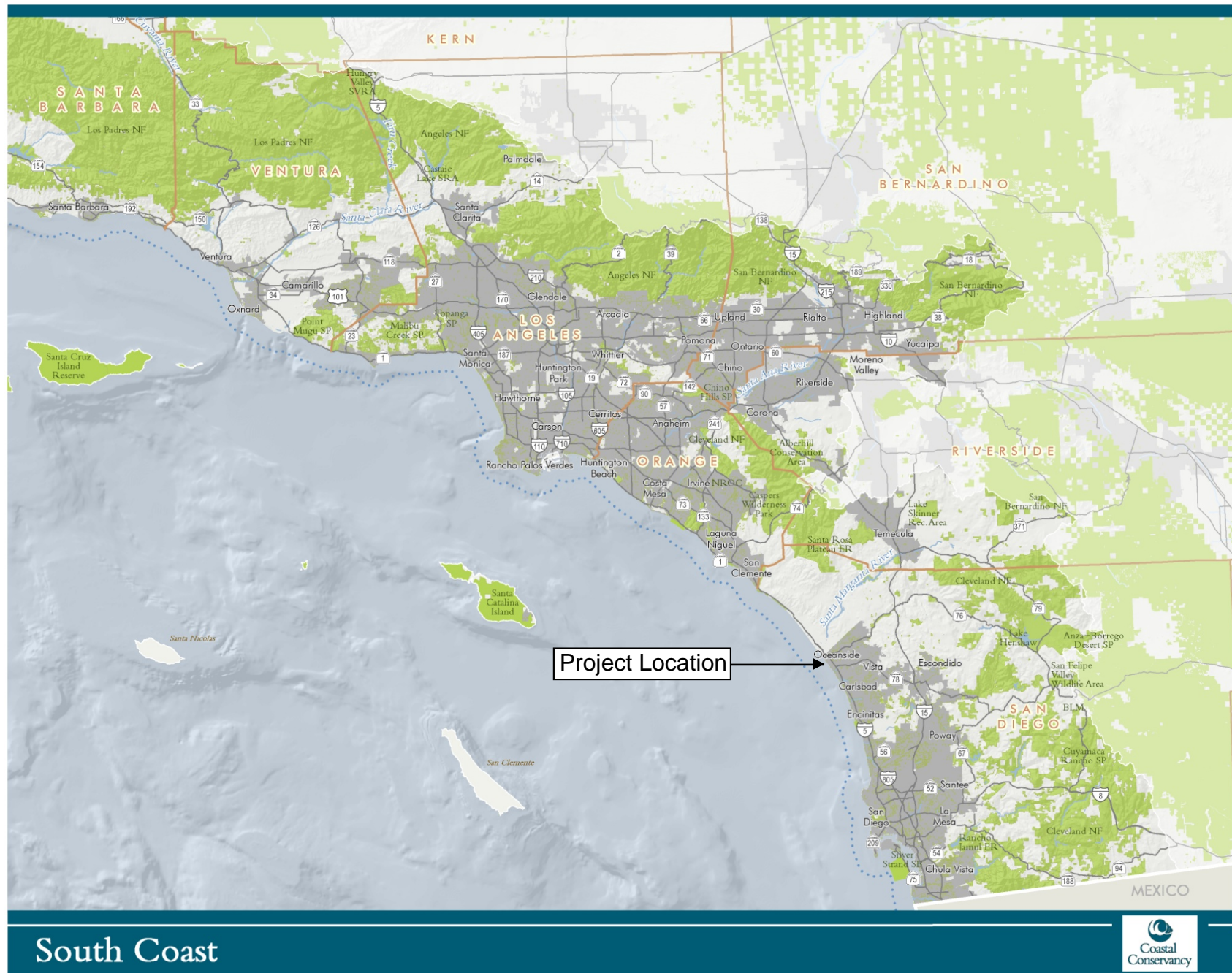


Exhibit 2

COASTAL CONSERVANCY

Staff Recommendation

June 6, 2024

LOMA ALTA SLOUGH WETLAND ENHANCEMENT PROJECT

Project No. 17-037-02

Project Manager: Bryce Keyes

RECOMMENDED ACTION: Authorization to disburse up to \$1,643,344 to the City of Oceanside to undertake the Loma Alta Slough Wetland Enhancement Project consisting of the enhancement of 5.8 acres of coastal wetlands in the City of Oceanside in San Diego County; and adoption of findings under the California Environmental Quality Act.

LOCATION: Loma Alta Slough, City of Oceanside, San Diego County

EXHIBITS

Exhibit 1: [Project Location Map](#)

Exhibit 2: [Project Photos](#)

Exhibit 3: [Letters of Support](#)

Exhibit 4: Initial Study/Mitigated Negative Declaration ([Part 1](#) / [Part 2](#))

Exhibit 5: [Mitigation Monitoring and Reporting Program](#)

RESOLUTION AND FINDINGS

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy (Conservancy) hereby authorizes a grant of an amount not to exceed one million six hundred forty three thousand three hundred forty four dollars (\$1,643,344) to the City of Oceanside ("the grantee") to undertake the Loma Alta Slough Wetland Enhancement Project consisting of the enhancement of 5.8 acres of coastal wetlands in the City of Oceanside in San Diego County.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.
3. A plan for acknowledgement of Conservancy funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.
5. Evidence that the grantee has entered into agreements sufficient to enable the grantee to implement, operate, and maintain the project.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 6 of Division 21 of the Public Resources Code, regarding coastal resource enhancement.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.
3. The Conservancy has independently reviewed and considered the Loma Alta Slough Wetland Enhancement Project Final Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, both adopted by the City of Oceanside on October 10, 2022 pursuant to the California Environmental Quality Act ("CEQA") and attached to the accompanying staff recommendation as Exhibits 4 and 5. The Conservancy finds that the proposed project as designed and mitigated avoids, reduces, or mitigates the potentially significant environmental effects to a less-than-significant level, and that there is no substantial evidence based on the record as a whole that the project will have a significant effect on the environment.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a \$1,643,344 grant to the City of Oceanside (City) to undertake the Loma Alta Slough Wetland Enhancement Project (project) consisting of the enhancement of 5.8 acres of coastal wetlands in the City of Oceanside in San Diego County (Exhibit 1). The project will implement the Loma Alta Slough Wetlands Enhancement Plan, which was prepared using a Conservancy grant authorized on January 18, 2018.

The proposed project will restore and enhance 5.8 acres of coastal wetlands, transitional zones, and upland coastal sage scrub at the Loma Alta Slough (LAS). This restoration project will offer enhanced habitat for various wildlife species, including those listed as endangered or threatened, such as the tidewater goby, Least Bell's Vireo, Light-footed Ridgway's Rail, Belding's Savannah Sparrow, California Least Tern, and Coastal California Gnatcatcher. Furthermore, the

project will improve water quality and provide flood protection, and make the habitat and surrounding infrastructure more climate resilient.

Project activities involve removing sediment by dredging and removing fill and riprap from developed areas to expand the wetland, grading and building marshland channels to improve hydrology and water quality, and planting native vegetation on the coastal wetland and the transitional riparian and upland coastal sage scrub habitat. These restoration activities will increase water storage, improve water quality, improve habitat quality, and provide suitable habitat for sensitive and endangered coastal wildlife (see Exhibit 2, Figure 3).

The project will also expand coastal access and public recreation by constructing approximately 1,200 ft (0.25 miles) of new trail, a boardwalk, an overlook point, and installing interpretive signage. These improvements will allow the public to better interact with the revitalized ecosystem and more easily access the nearby beach without impacting sensitive habitats. The trail will connect to two nearby city projects on the northern boundary of the site, including a trail adjacent to the La Salina Wastewater Treatment Plant and the Coastal Rail trail, which will ultimately better connect the nearby disadvantaged community (DAC) to the coast. Public features will coincide with the improvements to the adjacent Buccaneer Park that the City is undertaking in a separate effort.

Community engagement was a key activity in the planning stage of the project. The project's design and goals were community-driven, and involved various stakeholders, including residential community members, nearby business owners, environmental non-profits, and government agencies. A Technical Advisory Committee, consisted of staff from regulatory agencies, engineers, and scientists, guided the project's objectives, and community members who frequent the area provided support and approval. The involvement of stakeholders such as Preserve Calavera, Buena Vista Audubon Society, Sierra Club, Urban Corps of San Diego, and others underscore the collaboration that has gone into the planning and design of the project. The City will continue to engage the public and foster a deeper connection between the community and the restored ecosystem by hosting stewardship events during and after construction.

Tribes were contacted at multiple points during the development of the project. The Conservancy sent tribal engagement letters in 2017 and 2023, consultants sent letters on behalf of the City to complete the Cultural Resource Assessment Report in 2020, and the U.S. Fish and Wildlife Service sent letters to fulfill Section 106 of the National Historic Preservation Act in 2023. Multiple tribes have responded with requests to remain informed on the project and to have tribal monitors present during ground disturbance activities.

The project includes the restoration of approximately 2.6 acres of coastal wetlands by removing fill from developed areas to expand the wetland and reestablish natural tidal processes, allowing for improved flushing and development of multiple habitat types. An additional approximately 1.7 acres of wetlands will be enhanced by removing invasive species and grading sinuous marshland channels to facilitate water movement and result in improved water quality. Native vegetation will be planted to provide habitat and contribute to water quality improvements. Approximately 1.5 acres of riparian and upland coastal sage scrub habitat will

be restored as a buffer zone to help protect the restored wetlands from urban development and provide additional habitat for wildlife. Approximately 1,200 feet, or 0.25 miles, of trail will be constructed to enhance coastal access for the public to open space and facilitate wildlife viewing and outdoor recreational activities. A viewing deck will also be installed to allow for a better view of the LAS without damaging sensitive habitat and a boardwalk will be constructed to cross over sensitive habitat that will connect the new trail to other trail projects (Exhibit 2, Figure 3). Educational signage will also be installed along the trail. The City will continue to engage the community during and after construction by hosting stewardship and cleanup events with non-profits or schools to inspire stewardship and educate the public on nature-based solutions and wetland conservation.

The Conservancy funded the planning stage of the project. The planning phase resulted in a feasibility study, technical reports, conceptual design documents, final environmental documentation, and public input documentation. The design specifically considers sea level rise and lagoon breach dynamics to construct a resilient and adaptable wetland system over the coming years of projected stressors induced by climate change. Furthermore, the design of the channels takes into account the stagnation of the water in summer to improve water quality and vector concerns from mosquito breeding, both of which were concerns expressed in the community engagement workshops during the planning phase of the project.

Site Description:

The City of Oceanside is located in Northern San Diego County and has multiple communities classified as a disadvantaged community (DAC) or a severely disadvantaged community (SDAC). Buccaneer Beach, at the mouth of Loma Alta Slough (LAS), is a popular destination that draws visitors due to its available parking and adjacent park. LAS is a small, intermittently open estuary with a watershed of six square miles (Exhibit 2). LAS was once a 44-acre wetland, but has now dwindled to less than 10 acres. Watershed urbanization, sedimentation, channel engineering, poor water quality, and wetland fill have degraded the health of LAS, leading to its classification as an impaired water body on California's Clean Water Act 303(d) list. To address water quality concerns, La Salina Wastewater Treatment Plant was constructed in 2008. The treatment plant helps improve water quality in the summer, but is not capable of handling wet-weather flows, resulting in polluted water reaching the beach during winter months and posing public health risks. The reduction and constriction of the wetland has also resulted in upstream and wetland flooding impacts and has left the adjacent public park and surrounding residential and commercial communities more susceptible to climate change and sea level rise. Buccaneer Beach is the only beach left in Oceanside that is exposed during high tide other than the beaches near the harbor or pier (2.6 miles and 1.5 miles away from LAS, respectively). The outer coast of southern Oceanside is otherwise armored with riprap. The public can view wildlife at the LAS, but are limited to a footpath on the south side of the slough.

The project area consists of the north and south banks of the LAS and is comprised of five contiguous parcels of undeveloped land owned and managed by the City, undeveloped areas of the City's La Salina Wastewater Treatment Plant, and the recreational path along the southern edge of the Slough (Exhibit 1). The project site is bordered to the west by Pacific Street and to

the east by South Coast Highway. Adjacent land uses also include the Paradise by the Sea RV Park to the south and commercial facilities to the north with outdoor storage. Almost all lands involved in the project site are owned by the City. Small areas of the project site are within railroad right-of-way owned by the North County Transit District and the City expects to have permission to access these areas for the project by the time construction begins. The banks of the LAS currently consists primarily of riprap and scattered vegetation including non-native grasses, ornamental plants, and salt marsh plants.

The Department of Water Resources' online mapping tool has identified the northern bank of LAS west of the railroad as a DAC (gis.water.ca.gov/app/boundaries, accessed April 2024). The project site is located in a DAC and will provide benefits to the DAC that spans north of the project site, including residents of nearby mobile home parks who use Buccaneer Beach Park, and who access the beach via the footpath. State Parks's Outdoor Equity Program Community FactFinder, 2023 Edition identifies the adjacent areas to the LAS as a DAC and SDAC ([parksforcalifornia.org/outdoor equity](https://parksforcalifornia.org/outdoor-equity), accessed April 2024).

Grant Applicant Qualifications:

Over the last 15 years, the City has laid the groundwork for the project by acquiring approximately 3 acres of vacant parcels along the creek edge at the project site with the goal of expanding the existing wetland to restore its historical extent and function. Multiple funding partners, including the Conservancy, Ocean Protection Council, and the National Fish and Wildlife Federation, have helped the City develop the project to a 100 percent construction-ready state. The City's ability to secure necessary funds and successfully manage grants from state and federal agencies for project planning, permitting, and implementation underscores their ability and commitment to execute this important project.

The City acknowledges its responsibility for leading the long-term management of the site, including maintenance and monitoring. The City will be responsible for overseeing the restoration area and trail system's ongoing management and fulfilling monitoring requirements to comply with resource agency permits.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on September 23, 2021, in the following respects:

Selection Criteria

1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.

See the "Consistency with Conservancy's Strategic Plan" section below.

2. Project is a good investment of state resources.

The proposed project involves the restoration of a critical coastal wetland habitat that has suffered from decades of urbanization and degradation and will have multiple significant

benefits for Californians, including DACs, including improved flood resilience, water quality, habitat for wildlife, public access to the beach, aesthetics, and public recreation opportunities. The budget is reasonable and leverages multiple state and federal funding sources, and volunteer work. The project is ready to be implemented within the year; 100 percent construction design documents were submitted with the City's application and all permits will be in-hand by the time of construction.

The project advances the State's 30x30 Executive Order by restoring and expanding coastal wetlands, contributes to the preservation of critical habitats, and supports biodiversity conservation efforts in the region. The project also advances the Southern California Wetlands Recovery Project Regional Strategy 2018 (Goal 1) and the California Natural Resources Agency's Priority to Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems (Goal C, Action 3) outlined in their 2021 California Climate Adaptation Strategy by restoring coastal wetland habitat using a nature-based approach. The project is consistent with the goals of local plans, including the 2019 San Diego Integrated Regional Water Management Plan, because it will improve water quality and protect and enhance the watershed and natural resources by restoring natural hydrologic functions. The project is located within the Carlsbad Watershed Management Area and is consistent with the 2021 Water Quality Improvement Plan. The project's wetland habitat design will improve the water quality of Loma Alta Creek. The eutrophic conditions of LAS were defined in the plan as the highest priority water quality problem to solve in Loma Alta Creek.

3. Project benefits will be sustainable or resilient over the project lifespan.

The project has been thoughtfully planned and designed by technical experts, residents, and business owners to ensure that benefits are long-lasting, enjoyed by the public, and are resilient to climate change and sea-level rise. For example, natural buffers and transition zones are incorporated into the project design to accommodate for wetland migration over time. The project aims to establish a resilient and self-sustaining habitat that can better withstand the impacts of climate change, including extreme heat, flood, and drought, by planting native vegetation species that are adapted to the local climate and soil conditions.

4. Project planned with meaningful community engagement and broad community support.

The City provided opportunities for stakeholder engagement at multiple stages of the planning and design process and solicited input on design. The City held three community engagement workshops, including two evening in-person meetings and one virtual meeting, that resulted in multiple adjustments to the project. The City plans to continue to involve the community during the implementation phase by co-hosting stewardship events with community-based non-profit partners, including I Love a Clean San Diego, Buena Vista Audubon Society, Preserve Calavera, and the North County Coastal Group of the Sierra Club. The project is broadly supported; the Mayor of the City of Oceanside, the San Diego Regional Water Quality Control Board, and Preserve Calavera have submitted letters of support for the project (Exhibit 3).

PROJECT FINANCING

Coastal Conservancy	\$663,600
U.S. Fish and Wildlife Service (<i>via</i> a grant to the Conservancy)	\$979,744
National Fish and Wildlife Foundation	\$500,000
Ocean Protection Council	\$1,011,391
Project Total	\$3,154,735

The expected source of Conservancy funds for this authorization is an appropriation to the Conservancy from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Public Resources Code sections 75001 et seq.). This funding source is available to the Conservancy for projects that are consistent with Division 21 of the Public Resources Code and that protect coastal waters and watersheds, protect and restore the natural habitat values of coastal waters and lands, and/or promote access to and enjoyment of coastal resources (Section 75060(b)).

Proposition 84 authorizes funding specifically for projects that protect San Diego Bay and adjacent watersheds (Section 75060(f)). The project is an appropriate use of Proposition 84 funds because it will restore coastal wetland habitat that will improve water quality, provide flood protection, support habitat migration with sea level rise, and offer valuable habitat for native species, including threatened and endangered species.

Section 75071 requires the Conservancy to give priority to projects that demonstrate one or more of a list of factors. The project is a priority because it supports the restoration of multiple coastal wetland habitat types that are relatively rare in San Diego County (Section 75071(c)) and there are multiple non-state matching contributions toward the restoration of the habitat (Section 75071(e)).

The Conservancy was awarded \$1,000,000 by the U.S. Fish and Wildlife Service (USFWS) through a National Coastal Wetlands Conservation grant for the restoration of Loma Alta Slough. The Conservancy will grant \$979,740 of the USFWS funds to the City for restoration of LAS and retain the remainder for its costs for administering the grant.

In-kind contribution includes volunteer time for outreach, stewardship, and education from I Love a Clean San Diego, Buena Vista Audubon Society, Preserve Calavera, and the North County Coastal Group of the Sierra Club and is estimated to be worth \$17,685.

Unless specifically identified as “Required Match,” the other sources of funding and in-kind contributions described above are estimates. The Conservancy does not typically require matching funds or in-kind services, nor does it require documentation of expenditures from other funders or of in-kind services. Typical grant conditions require grantees to provide any funds needed to complete a project.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The project will be undertaken pursuant to Chapter 6 of the Conservancy's enabling legislation regarding resource enhancement (Public Resources Code Sections 31251-31270).

Consistent with Section 31251, the proposed authorization provides funds to the City of Oceanside to enhance natural resources, specifically wetlands of Southern California, that have suffered the loss of natural and scenic values due to urban development. Consistent with this section, the City is a public agency and therefore qualifies for a grant from the Conservancy under Chapter 6.

Consistent with Section 31252, the proposed project is being undertaken in an area that is identified in the City of Oceanside's Local Coastal Program as requiring public action to resolve existing resource protection problems, as described in the "Consistency with Conservancy's Project Selection Criteria" section above.

Section 31253 permits the Conservancy to provide up to the total cost of any coastal resource enhancement project, consistent with established project eligibility and priority factors. In determining the amount of Conservancy funding for this proposed project, the factors identified in Section 31253 were considered and applied, as described in detail in the section "Consistency with Conservancy's 2023-2027 Strategic Plan," below.

CONSISTENCY WITH CONSERVANCY'S [2023-2027 STRATEGIC PLAN](#):

Consistent with **Goal 1.1, Commit Funding to Benefit Systemically Excluded Communities**, the proposed project will commit \$1,643,344 to restore and enhance a degraded wetland in a systemically excluded community, resulting in enhanced water quality and flood protection.

Consistent with **Goal 2.4, Build Trails**, the proposed project will build approximately 0.25 miles of trail that increases access to a coastal wetland and connects a DAC to the coast.

Consistent with **Goal 2.5, Recreation Facilities and Amenities**, the proposed project will install bilingual interpretive signage.

Consistent with **Goal 3.2, Restore or Enhance Habitats**, the proposed project will restore and enhance 5.8 acres of coastal wetland habitat. Project designs include buffer areas that will allow for the wetland to migrate as sea level rises over time.

CEQA COMPLIANCE:

On October 10, 2022, the City of Oceanside adopted the Initial Study/Mitigated Negative Declaration for the Loma Alta Slough Enhancement Project (IS/MND, Exhibit 4) and the Mitigation Monitoring and Reporting Program (Exhibit 5), and approved the Loma Alta Slough Enhancement Project. Conservancy staff independently reviewed the IS/MND and concurs that there is no substantial evidence that the proposed project will have a significant effect on the environment.

The IS/MND identified potentially significant environmental effects in the areas of biological resources, cultural resources, geology and soils, and tribal cultural resources. With the project's incorporated mitigation measures, summarized below and available in Exhibit 4, these environmental effects will be less than significant.

Biological Resources:

The project could directly impact nesting birds if construction took place during the general bird breeding season (January 15 and September 15). Special-status bird species have been observed at the project site, but Loma Alta Slough does not have suitable nesting habitat in the project impact area. Implementation of Mitigation Measure (MM) BIO-1 and MM-BIO-2 (Exhibit 4, page 31) requires ground disturbance and vegetation removal be conducted outside of the bird nesting season. If nesting season is not avoidable, surveys will be conducted prior to any construction activity and any nesting sites will be flagged and fenced with an appropriate buffer zone. These measures will minimize impacts on bird species to a less than significant level.

The project does not currently have Southern tidewater goby, a federally endangered and California Department of Fish and Wildlife fish species of special concern. However, because habitat for this species may be present in the project area, the fish species may be impacted by construction. Implementation of MM-BIO-3 (Exhibit 4, page 31) requires a focused tidewater goby survey using USFWS-approved methodology prior to construction. If tidewater gobies are detected during the survey, additional measures must be implemented as determined through subsequent consultation with the USFWS and U.S. Army Corps of Engineers as part of obtaining the Section 404 permit. These measures will minimize impacts on the fish species to a less than significant level.

Riparian habitats and sensitive natural wetland communities in the project area may be temporarily impacted by accidental disturbance from equipment and regrading. Other permanent impacts to the habitat will be incurred during construction when excavating the tidal channels, grading the riparian berms and marshplain, removing riprap, and constructing a boardwalk. Implementation of MM-BIO-4 through MM-BIO-7 (Exhibit 4, page 32-34) requires: fencing prior to construction activity to limit and define the extent of the project area; mitigation of temporal habitat loss through onsite habitat restoration and creation to improve habitat over existing conditions; and, installation of fencing prior to opening of trails or boardwalk to prevent human incursion into restored, created, and sensitive habitats. Implementation of these mitigation measures will minimize impacts to a less than significant level.

Cultural Impacts

According to the Cultural Resources Assessment, no cultural resources were identified on the project site, but ground disturbing activities may reach undisturbed native soils with archeological deposits and/or human remains. Implementation of MM-CUL-1 through MM-CUL-5 (Exhibit 4, page 36-37) requires a qualified archaeologist to carry out all mitigation related to cultural resources. Prior to the start of ground disturbing activity, the archaeologist will conduct cultural resources sensitivity training for all construction personnel. An

archaeological monitor and Native American monitor will observe all ground disturbing activities. In the event of the unanticipated discovery of archaeological materials, the contractor will immediately cease all work activities in the area (within approximately 100 feet) of the discovery until it can be evaluated by a qualified archaeologist. Construction should not resume until the qualified archaeologist has conferred with the City on the significance of the resource. The qualified archaeologist and City will consult with appropriate Native American representatives in determining treatment for prehistoric or Native American resources to ensure cultural values ascribed to the resource, beyond that which is scientifically important, are considered. If human remains are encountered, the contractor will halt work in the vicinity (within 100 feet) of the discovery and contact the San Diego County Coroner in accordance with PRC Section 5097.98 and Health and Safety Code Section 7050.5. Implementation of these mitigation measures will minimize impacts on cultural resources to a less than significant level.

Geology and Soils

According to the Paleontological Assessment, the sediment has no paleontological potential, but there may be other deposits that can have paleontological potential and be uncovered during the ground disturbing activities. Implementation of MM-PAL-1 through MM-PAL-4 (Exhibit 4, page 43) requires the City to retain a qualified paleontologist to carry out all paleontological mitigation measures including sensitivity training for construction personnel prior to all construction activities, and supervision of a paleontological monitor during all ground disturbing activity reaching a depth of five feet or more. Implementation of the mitigation measures will minimize impacts on paleontological resources to a less than significant level.

Hazards and Hazardous Materials

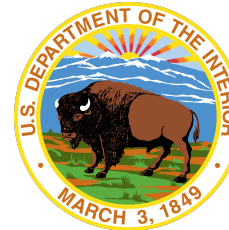
The project area may have contaminated soil and groundwater as a result of former industrial and commercial uses and there may be an impact if hazardous materials are found. Implementation of MM-HAZ-1 through MM-HAZ-3 (Exhibit 4, page 47-48) requires a soil sampling assessment at identified potentially hazardous sites prior to construction, preparation of a site-specific Health and Safety Plan (HSP) in accordance with OSHA and Cal/OSHA regulations when determined necessary, and where a HSP is necessary preparation and implementation of a Soil and Groundwater Management Plan. These mitigation measures will minimize impacts from hazardous materials to a less than significant level.

With implementation of the project's mitigation measures, environmental effects to biological resources, cultural resources, geology and soils (paleontological resources), and hazards and hazardous materials will be less than significant. Staff recommends that the Conservancy find that the project as mitigated avoids, reduces, or mitigates the potentially significant environmental effects to a level of less-than-significant and that there is no substantial evidence that the project will have a significant effect on the environment. Upon approval of the project, Conservancy staff will file a Notice of Determination.

Exhibit 3

1. DATE ISSUED MM/DD/YYYY 05/27/2021		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.614 - Coastal Wetlands Planning, Protection and Restoration			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. F21AP01581-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN F21AP01581		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 02/03/2021		Through MM/DD/YYYY 12/31/2025	
7. BUDGET PERIOD MM/DD/YYYY From 02/03/2021		Through MM/DD/YYYY 12/31/2025	
8. TITLE OF PROJECT (OR PROGRAM) Loma Alta Slough Wetlands Enhancement			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Coastal Wetlands Planning, Protection and Restoration Act—National coastal wetlands conservation grants (16 U.S.C. §3954)

9a. GRANTEE NAME AND ADDRESS State Coastal Conservancy 1515 Clay St 10th Fl Oakland, CA 94612-1467		9b. GRANTEE PROJECT DIRECTOR Dr. Joel Gerwein 1515 Clay St, 10th floor Oakland, CA 94612-1467 Phone: 510-590-7393	
10a. GRANTEE AUTHORIZING OFFICIAL Dr. Joel Gerwein 1515 Clay St, 10th floor Oakland, CA 94612-1467 Phone: 510-590-7393		10b. FEDERAL PROJECT OFFICER Ms. Becky Miller 2800 COTTAGE WAY, W-1729 US Fish and Wildlife Service SACRAMENTO, CA 95825 Phone: 916-978-6185	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION																																													
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 1,000,000.00																																													
II Total project costs including grant funds and all other financial participation				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 \$ 1,000,000.00																																													
				13. Total Federal Funds Awarded to Date for Project Period \$ 1,000,000.00																																													
				14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																																													
				<table border="1"> <thead> <tr> <th colspan="2">YEAR</th> <th colspan="2">TOTAL DIRECT COSTS</th> <th colspan="2">YEAR</th> <th colspan="2">TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td></td> <td></td> <td>d. 5</td> <td>\$</td> <td></td> <td></td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td></td> <td></td> <td>e. 6</td> <td>\$</td> <td></td> <td></td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td></td> <td></td> <td>f. 7</td> <td>\$</td> <td></td> <td></td> </tr> </tbody> </table>				YEAR		TOTAL DIRECT COSTS		YEAR		TOTAL DIRECT COSTS		a. 2	\$			d. 5	\$			b. 3	\$			e. 6	\$			c. 4	\$			f. 7	\$												
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a. Salaries and Wages	\$	0.00																																															
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				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 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

GRANTS MANAGEMENT OFFICIAL:

Larry Riley, WSFR Manager
2800 COTTAGE WAY, W-1729
SACRAMENTO, CA 95825
Phone: 916-978-6182

17. VENDOR CODE0070057967			18. DUNS808322408			19. CONG. DIST.13
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051009022-00010	\$1,000,000.00	02/03/2021	12/31/2025	8151	Coastal Wetlands CFDA 15.614

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 6	DATE ISSUED 05/27/2021
GRANT NO. F21AP01581-00	

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.

This award titled "Loma Alta Slough Wetlands Enhancement" is based on Service approval of your organization's proposal, hereby incorporated by reference into this award.

Terms and Conditions

1. [U.S. Fish and Wildlife General Award Terms and Conditions](https://www.fws.gov/grants/atc.html) (see link <https://www.fws.gov/grants/atc.html>)

2. Mandatory Disclosures

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 conflict of interest 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 conflict of interest 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. 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](#)).

Lobbying: The recipient must not use 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, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the [SF-LLL, "Disclosure of Lobbying Activities"](#) form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the recipient has made or has agreed to make any payment using non-appropriated funds for lobbying in connection with the application or award. See [43 CFR, Subpart 18.100](#) for more information on when additional submission of this form is required.

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 that receive a Federal award including the term and condition outlined in [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. Failure to make required disclosures can result in any of the remedies for noncompliance

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 6	DATE ISSUED 05/27/2021
GRANT NO. F21AP01581-00	

described in [2 CFR §200.339](#), including suspension or debarment.

AWARD CONDITIONS

1. Pre-Award Costs

The Service authorizes the recipient to utilize SCC funds and City in-kind staff time for pre-award expenses incurred for Architectural and engineering costs in the amount of \$285,160. Pre-award costs are those incurred prior to the effective date of this award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award.

2. Matching Requirements

Grant is eligible for reimbursement of amount obligated, not to exceed 66 percent of total expenditures. If cost share percentage identified in the attached budget changes for any reason, please notify the project officer for further guidance.

See also 2 CFR §200.306.

3. Indirect Cost Restrictions

The Service has conditionally approved the proposed indirect costs on the budget incorporated into this award. The recipient must provide a copy of their approved negotiated indirect cost rate agreement to the Service Project Officer identified on the notice of award before charging any indirect costs to this award. The recipient is required to submit their indirect cost rate proposal to their cognizant agency for indirect costs no later than 90 calendar days past the award period of performance start date. In the event the recipient does not establish an approved rate by the award period of performance end date, the recipient must contact the Service Project Officer identified on the notice of award to discuss the situation and determine what budget revisions may be required. If the recipient submitted their rate agreement in a timely manner but the cognizant agency delayed processing it, the recipient should provide relevant details to the Service Project Officer.

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

Drawdown of funds in ASAP is limited to reimbursement of expenditures not to exceed \$20,256 in administrative costs for project management and administration.

No construction activity is authorized or will be reimbursable until

- 1) the recipient supplies sufficient information to complete federal compliance requirements,
- 2) the award letter is amended,
- 3) and this condition on reimbursement for construction is removed.

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 6	DATE ISSUED 05/27/2021
GRANT NO. F21AP01581-00	

Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of ESA, Magnuson-Stevens Fishery Conservation and Management Act, Clean Water Act, and Section 106 of the National Historic Preservation Act (NHPA).

2 CFR 200.407 Prior written approval (prior approval).

Under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to determine. In order to avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, the non-Federal entity may seek the prior written approval of the cognizant agency for indirect costs or the Federal awarding agency in advance of the incurrence of special or unusual costs. Prior written approval should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability as described under certain circumstances in the following sections of this part:

(a) §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts, paragraph (b)(5); ***Changes to principle investigator, project leader, project partner, or scope of efforts.***

(u) §200.458 Pre-award costs; ***Cost incurred prior to effective date***

FWS- WSFR TRACS Grant Entry – The recipient is responsible for entering grant and project statement information for this award into the Service’s electronic performance reporting system – TRACS (<https://tracs.fws.gov>). This information must be entered in TRACS within 60 calendar days of the latter: (a) period of performance start date; or (b) the date the award was approved. The grant and project statement information entered in TRACS must be consistent with the approved Project Statement (narrative) in GrantSolutions. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

FWS- WSFR TRACS Reporting - The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service’s electronic performance reporting system – TRACS (<https://tracs.fws.gov>) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?
2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).
3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost efficiencies, management recommendations, or lessons learned.
4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).

NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 6	DATE ISSUED 05/27/2021
GRANT NO. F21AP01581-00	

5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.

6. Is this a project that you wish to highlight for communication purposes?

7. For CMS State fish and wildlife agencies only: If the grant is a CMS, has the agency submitted an update report every 3 years detailing the CMS components: (a) inventory and scanning; (b) strategic plan; (c) operational plan; and (d) evaluation and control have been reviewed and summaries included which provide detailed review results and recommendations?

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.

Cost Accounting required at project / grant level.

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

NOTICE OF AWARD (Continuation Sheet)

PAGE 6 of 6	DATE ISSUED 05/27/2021
GRANT NO. F21AP01581-00	

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later 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. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

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 §200.328(d). 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.

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.

AWARD ATTACHMENTS

STATE COASTAL CONSERVANCY

F21AP01581-00

1. SF 424 AFA
2. Budget
3. Budget Narr
4. Project Narr

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission:

☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

* 3. Date Received:

07/15/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

California State Coastal Conservancy

* b. Employer/Taxpayer Identification Number (EIN/TIN):

943164968

* c. Organizational DUNS:

8083224080000

d. Address:

* Street1:

1515 Clay St, 10th floor

Street2:

* City:

Oakland

County:

* State:

California

Province:

* Country:

UNITED STATES

* Zip / Postal Code:

94612-1467

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Dr.

* First Name:

Joel

Middle Name:

* Last Name:

Gerwein

Suffix:

Title:

South Coast Program Deputy Manager

Organizational Affiliation:

State Coastal Conservancy

* Telephone Number:

510-590-7393

Fax Number:

510-286-0470

* Email:

joel.gerwein@scc.ca.gov

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.614

CFDA Title:

Coastal Wetlands Planning, Protection and Restoration

*** 12. Funding Opportunity Number:**

F20AS00057

* Title:

National Coastal Wetlands Conservation Grant Program

13. Competition Identification Number:

F-FWS-WSFR-20-026-076237

Title:

National Coastal Wetlands Conservation Grant Program

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Loma Alta Slough Wetlands Enhancement

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: ~~02/01/2021~~ msp

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1000000"/>
* b. Applicant	<input type="text" value="410494"/>
* c. State	<input type="text" value="0"/>
* d. Local	<input type="text" value="50000"/>
* e. Other	<input type="text" value="45481"/>
* f. Program Income	<input type="text" value="0"/>
* g. TOTAL	<input type="text" value="1505975"/>

SCC cash

City of Oceanside-in-kind

Urban Corp, I love a clean San Diego, Preserve Calavera, Sierra Club, Audubon

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 20,256.00	\$ 0.00	\$ 20,256.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 0.00	\$ 0.00	\$ 0.00
3. Relocation expenses and payments	\$ 0.00	\$ 0.00	\$ 0.00
4. Architectural and engineering fees	\$ 285,160.00	\$ 0.00	\$ 285,160.00
5. Other architectural and engineering fees	\$ 0.00	\$ 0.00	\$ 0.00
6. Project inspection fees	\$ 0.00	\$ 0.00	\$ 0.00
7. Site work	\$ 0.00	\$ 0.00	\$ 0.00
8. Demolition and removal	\$ 0.00	\$ 0.00	\$ 0.00
9. Construction	\$ 1,155,078.00	\$ 0.00	\$ 1,155,078.00
10. Equipment	\$ 0.00	\$ 0.00	\$ 0.00
11. Miscellaneous	\$ 45,481.00	\$ 0.00	\$ 45,481.00
12. SUBTOTAL <i>(sum of lines 1-11)</i>	\$ 1,505,975.00	\$ 0.00	\$ 1,505,975.00
13. Contingencies	\$ 0.00	\$ 0.00	\$ 0.00
14. SUBTOTAL	\$ 1,505,975.00	\$ 0.00	\$ 1,505,975.00
15. Project (program) income	\$ 0.00	\$ 0.00	\$ 0.00
16. TOTAL PROJECT COSTS <i>(subtract #15 from #14)</i>	\$ 1,505,975.00	\$ 0.00	\$ 1,505,975.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.			Enter eligible costs from line 16c Multiply X <u>100</u> % \$ 1,505,975.00

Loma Alta Slough Enhancement Budget Justification- 2020 NCWC Proposal

The \$1,000,000 in requested funding from the NCWCGP would directly support the wetlands restoration in the project area, as well as part of the cost of project management. The total project cost is \$1,505,975. The project cost is being met with the required base match for the NCWC grant, totaling \$333,334 in in-kind and cash match, as well as an additional cash match of \$172,641, from the California State Coastal Conservancy for restoration construction. See Ranking Criteria 10 and 11 for details.

Additional information on cost categories used in the SF424C follows.

Administrative and Legal Expenses: Consists of project management costs totaling ~\$20,000 in staff time for the State Coastal Conservancy. This expense will be funded by NCWC funds and will cover project management and legal staff time to prepare a staff recommendation and present it to the Conservancy Board for authorization, prepare a grant agreement, process invoices, prepare reports, and assist with project permitting and oversight. Conservancy staff will also be involved in finalizing project designs. Conservancy staff hours are as shown in the table below.

Table B-1. Conservancy Staff Costs for Project Management

Position/Staff Person	Hours	Hourly Rate	Fringe Benefit Percentage	Indirect Cost Rate	Total Billable
Conservancy Project Development Manager (Joel Gerwein)	105	\$58.54	53.91%	50.82%	\$14,268
Attorney III (Amy Roach)	15	\$103.13	53.91%	50.82%	\$3,591
Public Lands Manager (Megan Cooper)	16	\$64.55	53.91%	50.82%	\$2,397
Total					\$20,256

Total administrative and legal expenses for personnel comes to \$20,256. Salary, fringe and indirect rates will change over the course of the grant. SCC will use current rates at the time of billing, but will not exceed the total support budget in the proposal.

Architectural and Engineering Fees: Architectural and engineering costs total \$285,160, paid with SCC funds and City in-kind staff time. These costs are all pre-award costs. These costs are for design and permitting for the project, and include funds expended for project design since April 2019. These costs are for an engineering consultant and permitting consultant to the City (\$235,160 in SCC funds), and for City staff time (\$50,000). This contribution is a combination of cash match (\$235,160) and City staff time (\$50,000).

Construction: Construction costs total \$1,155,078 as detailed below. Funding for construction costs will come from NCWC funds (\$979,744), and cash match from SCC or other non-federal source (\$175,334). NCWC funds for construction will be a contractual expense through a subgrant agreement between SCC and the City.

Miscellaneous: Miscellaneous costs total \$45,481 for outreach and educational and stewardship programs, provided as an in-kind match by the Urban Corps of San Diego, Preserve Calavera, the North County Coastal Group of the Sierra Club, the Buena Vista Audubon Society, and I Love a Clean San Diego. These costs are detailed further under “In-kind Match” below.

Table B-2. Major Implementation Tasks, Budget, and Timeline

Activity	Cost	Funding Source	Completion Date
<i>Planning and permitting</i>	<i>\$285,160</i>	SCC, City	Spring 2021
<i>Construction</i>			
Construction: Invasives removal, riprap removal, fill removal and grading, planting to restore marsh, riparian scrub, and upland transition zone, trail construction (See construction estimate below for cost breakdown)	\$1,145,078	NCWC + Matching partners + additional non-match funds	Fall 2021 or 2022
Construction: Follow up treatments to remove invasive resprouts and monitor and replant natives as necessary	\$10,000	NCWC	December 2023 or 2024
<i>Construction subtotal</i>	<i>\$1,155,078</i>		
<i>Education and outreach</i>	<i>\$45,481</i>	Urban Corps, Preserve Calavera, Buena Vista Audubon, Sierra Club, I Love a Clean San Diego (in-kind)	December 2023
<i>Project Management</i>	<i>\$20,256</i>	NCWC	December 2021
Total Project Cost	\$1,505,975		

Table B-3. Detailed Construction Budget Estimate

Category/Task Description	Per Item Cost	Item	Quantity	Cost
General				
Mobilization	10%	of LS		\$ 95,955
SWPPP & Erosion Control	8%	of LS		\$ 76,764
Minor Demolition	\$ 9,363	LS		\$ 9,363
Pre-construction surveys (nesting birds, special status species)	\$ 3,000	LS		\$ 3,000
Construction monitoring- biological and cultural	\$ 10,000	LS		\$ 10,000
Performance monitoring	\$ 4,000	per yr	2	\$ 8,000
General Subtotal				\$ 203,358
West Side Restoration				
Clear and Grub	\$ 2,000	per acre	0.4	\$ 800
Excavation and Onsite Fill Placement	\$ 20	per CY	226	\$ 4,520
Excavation and Offhaul	\$ 50	per CY	300	\$ 15,000
Riprap removal	\$ 125	per CY	500	\$ 62,500
West Side Subtotal				\$ 82,820
East Side Restoration				
Clear and Grub	\$ 2,000	per acre	3	\$ 6,000
Excavation and Onsite Fill Placement	\$ 20	per CY	1100	\$ 22,000
Excavation and Offhaul	\$ 50	per CY	9600	\$ 480,000
Fine Grading	\$ 5,000	per acre	3	\$ 15,000
Planting	\$ 20,000	per acre	3	\$ 60,000
Irrigation	\$ 60,000	per acre	1	\$ 60,000
New Trail	\$ 22	per SF	4700	\$ 103,400
Riprap removal	\$ 125	per CY	900	\$ 112,500
Invasives removal and replanting	\$ 5,000	per year	2	\$ 10,000
East Side Subtotal				\$ 868,900
TOTAL				\$ 1,155,078

In-kind Match

In-kind match is provided by six sources: the City of Oceanside, Urban Corps of San Diego, Preserve Calavera, the North County Coastal Group of the Sierra Club, I Love a Clean San Diego, and the Buena Vista Audubon Society.

City of Oceanside: The City is providing a contribution of \$50,000 in staff time. The table below details City staff hours dedicated to the project as in-kind match. This match is comprised entirely of pre-award costs.

Table B-4. City of Oceanside Match Detail

Tasks - Planning & Design*	Classification	Fully Burdened** Hourly Rate	Hours	Total
Design Review & Project Management	Senior Environmental Specialist	\$63.14	400	\$25,256
	Principal Planner	\$94.10	20	\$1,882
	Senior Civil Engineer	\$106.74	20	\$2,135
Community Outreach	Senior Environmental Specialist	\$63.14	40	\$2,526
	Environmental Officer	\$93.33	20	\$1,867
Environmental (CEQA)	Senior Environmental Specialist	\$63.14	160	\$10,102
	Principal Planner	\$94.10	40	\$3,764
Permitting	Senior Environmental Specialist	\$63.14	40	\$2,526
	Principal Planner	\$94.10	10	\$941
TOTAL CITY IN-KIND MATCH				\$50,998

*Costs in this table reflect in-kind City staff hours dedicated to planning, design and outreach tasks for the Project since April 2019

**Fully burdened hourly rates are from the City of Oceanside's FY19-20 Consolidated Fee Schedule

The *Urban Corps of San Diego* is providing \$5,000 in in-kind contribution of indirect costs for the project's educational activities. These indirect costs consist of funds expended to support the 640 hours of crew time with equipment and training. Stewardship and educational activities by Urban Corps youth crews help the project to meet its educational goals while maintaining the health of Loma Alta Creek and Slough. \$2,500 of these costs consist of pre-award costs, while \$2,500 of these costs would be incurred after the award.

Preserve Calavera: \$10,000 in volunteer time (400 volunteer hours at \$25.43 per hour¹) for outreach and stewardship/education events in the Loma Alta watershed. None of this \$10,000 contribution is pre-award costs. Preserve Calavera is a community group dedicated to conserving and stewarding natural resources in the region.

North County Coastal Group of the Sierra Club: \$5,086 in volunteer time (200 hours at \$25.43 per hr) for outreach and stewardship/education events in the Loma Alta watershed. This in-kind match does not include any pre-award costs.

I Love a Clean San Diego: \$24,676 in staff time (62 hrs at \$67.50 per hr) and volunteer time (735 hrs at \$25.43 per hr) for five habitat enhancement/cleanup events in the project area and

¹ \$25.43 per hour is the current value of volunteer time in the US according to Independentsector.org

immediate vicinity within the Loma Alta Watershed conducted in 2019. These events focus on educating volunteers about the value of coastal wetlands and associated habitats, and are part of the education and outreach program for the project. This in-kind match is entirely comprised of pre-award costs.

Buena Vista Audubon Society: \$719 in staff and volunteer time (5 staff hrs and 20 volunteer hrs) to conduct community outreach and lead two bird walks, as well as collecting and sharing bird occurrence data. This in-kind match does not include any pre-award costs.

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Loma Alta Slough Wetlands Enhancement Project
National Coastal Wetlands Conservation Grant Proposal
Submitted by the California State Coastal Conservancy
July 17, 2020



Photo credit: Environmental Science Associates (2020)

Project Summary

TITLE: Loma Alta Slough Wetlands Enhancement Project

LOCATION: City of Oceanside, CA (Latitude 33.17738, Longitude -117.36863)

The California State Coastal Conservancy (SCC) is requesting \$1,000,000 from the National Coastal Wetlands Conservation Grant Program to restore and enhance 5.8 acres of coastal wetlands and associated uplands at the Loma Alta Slough in the City of Oceanside (City) in southern California. The project is needed to address the local and regional loss and degradation of coastal wetlands, and the resulting loss of wetland-dependent wildlife species, water quality, and recreational opportunities. Loma Alta Slough is in desperate need of restoration due to decades of urbanization which has changed the creek's hydrology, reduced wetland area at the Slough, and contributed to chronic water quality impairments during the dry season. Small Southern California coastal estuaries like Loma Alta Slough are unique ecosystems that have been prioritized for restoration and protection in many conservation plans, and provide habitat for listed species such as the southern tidewater goby. California's south coast is the most threatened biologically diverse area in the continental US, because it is both a hotspot of biological diversity and a center of population growth and urbanization. The project will:

- Restore 2.6 acres of coastal wetlands by removing fill from developed areas.
- Enhance 1.7 acres of coastal wetlands by removing invasives, improving hydrology and water quality through grading of sinuous marshland channels, and planting native vegetation.
- Restore and enhance 1.5 acres of transitional (riparian ecotone) and upland coastal sage scrub habitat, providing a buffer for restored wetlands from surrounding urban areas.
- Construct ~1,200 feet of new trail to enhance coastal access.

The project will expand existing habitat and restore a self-sustaining coastal wetland complex with increased acreage for critical biological and hydrological functions. The project will enlarge the existing natural habitat across the continuum of coastal salt marsh, brackish, freshwater, and riparian zones, enhancing opportunities for wildlife foraging and nesting, improving water quality, flood control, and outdoor recreation. A diverse mosaic of habitats will be restored, allowing for the natural transition of ecotones with future climate change. The restored wetlands complex will be resilient to seasonal and long-term changes in hydrology and geomorphology. Project benefits will include restored and enhanced wildlife habitat for listed species, improved water quality, and expanded access and recreation.

The project's design is community-driven. Community members, environmental non-profits, and government agencies were heavily involved in planning and design. Project goals, objectives and design were guided by a Technical Advisory Committee with support and approval from community members that frequent Loma Alta Slough and adjacent Buccaneer Beach Park. Project goals include the following:

Goal 1: Loma Alta Slough is a resilient coastal wetland habitat with associated marine and terrestrial habitats.

Goal 2: Ecological and physical processes at Loma Alta Slough are restored to maximize ecosystem benefits and support a dynamic and self-sustaining ecosystem over the long-term.

Goal 3: Loma Alta Slough is restored in a manner that promotes research, education, and community engagement in ways compatible with the restored ecosystem.

B. PROJECT STATEMENT

Project Background: Loma Alta Slough, located in the City of Oceanside, California (Figure 1), is a locally and regionally important coastal wetland that provides nesting and foraging habitat for marsh and shoreline birds and wildlife viewing opportunities for the public. The Slough functions as an intermittently opening estuary, like many coastal wetlands in California. The Slough's morphology has been altered over time as the floodplain and upstream creek constricted due to urban development and hydrological controls. In addition to impacts associated with the physical loss of wetland area, water quality issues resulting from urbanization have been ongoing since the 1960s. Both Loma Alta Creek and Slough are on California's Clean Water Act 303(d) list of impaired water bodies. The Project area is located within the Loma Alta Creek Hydrologic Area, which is approximately 6,300 acres in area within the Carlsbad Watershed Management Area. Nearly 80% of the watershed is developed, comprised of primarily residential, commercial, and industrial land uses. Loma Alta Slough typically functions as a muted tidal system, with water levels and water quality highly dependent on the breaching cycle of the sand berm that forms at the connection with the ocean at Buccaneer Beach. Over the last 15 years, the City has laid the groundwork for this Project by acquiring ~3 acres of vacant parcels along the creek edge at the project site with the goal of expanding the existing wetland to mimic its historical extent and function. In 2018, the State Coastal Conservancy (SCC) granted funds to the City for project planning and permitting. This work will be completed by early 2021, preparing the Project for construction with NCWC and other funding.

1. Project Need: Loma Alta Slough is in desperate need of restoration due to decades of watershed urbanization which has changed the hydrologic regime of the creek, reduced wetland area at the Slough and contributed to chronic water quality impairments during the dry season. Historic uses of the Loma Alta Creek have included industrial water diversions for sand mining operations, discharge of dewatering operations for well development and site reclamation, concrete processing and wastewater treatment prior to the 1970s. Encroachment of development around the Project area in the 1970s and 80s substantially reduced acreage of open water, mudflat, coastal salt marsh and transitional zones that have potential to support native California wetland communities. Loma Alta Slough was once a 44-acre lagoon (Figure 2), fed by an ephemeral drainage, but has been reduced to less than 10 acres. Urbanization has resulted in perennial dry-weather flows that result in a continuous influx of freshwater and nutrients. This contributes to stratified water column conditions in the summer, driving hypoxic and eutrophic conditions impairing water quality. Watershed urbanization, sedimentation, channel engineering, degraded water quality, and wetland fill have degraded the health of the Slough. Due to the ongoing water quality impairments at Loma Alta Slough, the San Diego Regional Water Quality Control Board (SD-RWQCB) developed a Draft Total Maximum Daily Load (TMDL) for phosphorus in 2014 to address the nutrient-driven eutrophic conditions in the dry season. The City is currently implementing an alternative TMDL compliance program to improve conditions at the Slough through comprehensive watershed management efforts, including education and outreach efforts and inspection programs to reduce illicit discharges of dry weather urban runoff from its municipal storm drain system into Loma Alta Slough. City watershed management efforts have resulted in quantifiable reductions in eutrophic conditions at the Slough measured by algal biomass and percent cover required under the TMDL monitoring program. The Southern California Wetlands Recovery Project (SCWRP), a consortium of 18 state and federal agencies, has identified

this Project as a high priority within its 2020 Work Plan. Restoration of the Slough would contribute to other regional projects aimed at restoring a portion of the 13,000+ acres of vegetated marsh lost to urbanization across Southern California since 1850. The Project is also part of a larger watershed improvement strategy for the Carlsbad Watershed Management Area Water Quality Improvement Plan (WQIP) (see Relations to Other Projects and Plans).

2. Project Objectives: The following objectives will achieve the three goals stated above in the Project Summary:

- 1) Enhance ~1,250 linear feet of vegetated marsh shoreline by December 2023 through floodplain reconnection, creation of sinuous marshland channels to improve flushing and removal of hardened structures.
- 2) Restore 3.1 acres of nationally decreasing wetland types by December 2023 through removal of fill and invasives, and regrading to create an expanded marsh plain with channel network.
- 3) Create ~0.8 acres of upland habitat zone by December 2023 consisting of San Diego Coastal Sage scrub vegetation as a buffer between wetlands and surrounding development.
- 4) Construct one trail network consisting of ~1,200 feet of new trails with educational signs and an overlook by December 2023 for public access, wildlife viewing, and outdoor recreation.
- 5) Sponsor at least eight events reaching ~300 individuals by December 2023, including stewardship/cleanup events and educational class visits.
- 6) Administer one project under a grant that includes coordination/administration by the SCC by December 2024. Administration will include reporting, invoicing, subgrant management and other activities.

Table 1. Existing and Proposed Habitat Acreages

Habitat Classification	Existing Conditions (acres)	After Restoration (acres)
Upland	-	0.8
Disturbed upland	1.5	-
Wetland-upland transition	n/a	0.3
Palustrine scrub shrub (Riparian)	-	0.4
Palustrine emergent (salt, brackish, and freshwater marsh)	1.5	3.1
Mudflat (estuarine unconsolidated bottom)	0.3	0.8
Open water ¹ (Riverine unconsolidated bottom)	1.3	0.4
Urban/Developed	1.2	-
Total	5.8	5.8

¹In calculating the habitat acreages for the Project, mudflats and open water were defined by elevation, which varies from the field methods used to define open water and mudflat under existing conditions. As a result, the project appears to increase saltpan/mudflat habitat at the expense of open water.

3. Expected Results: The project will result in a restored 5.8-acre complex of coastal wetlands and associated uplands. The project will enhance 1.5 acres of coastal wetland by removing invasive species, improving drainage and water quality through grading of sinuous marshland channels, and planting native wetland and transitional vegetation. Approximately 2.6 acres of disturbed and urban/developed habitat will be restored to coastal wetland with an additional 1.7 acres of transitional (riparian ecotone) and upland coastal sage scrub habitat serving as a buffer from surrounding urban areas, providing habitat for many wetland-dependent wildlife species, including listed species. Tidewater goby (Federally and State Endangered: FE, SE) will benefit from tidal channels in the restored brackish marsh. Least Bell's Vireo (FE, SE) will benefit from restored riparian habitat. Light Footed Ridgway's Rail (FE, SE) and Belding's Savannah Sparrow (SE) will benefit from restored tidal marsh. California Least Tern (FE, SE) will benefit from enhanced foraging in restored marsh and riparian habitat. Coastal California Gnatcatcher (FT) will benefit from restored sage scrub habitat. An estimated 1,200 feet of new public trails with educational signage will be installed within the buffer to enhance coastal access in South Oceanside. Water quality in the Slough will benefit from increased wetland area with a modeled reduction in phosphorus loads of 1.4 kg/yr.

4. Project Approach:

Key Cooperators: To implement the restoration project, the SCC will partner with the **City of Oceanside**. The City owns the property within the project area, and is actively pursuing acquisition of an additional private parcel to implement additional restoration in Phase 2 (not a part of this request). The SCC and **City of Oceanside** are currently working together in the design phase of the Project. SCC and the City will work with other entities to complete project design and conduct community outreach and education, including the Preserve Calavera, the Buena Vista Audubon Society, the North County Coastal Group of the Sierra Club, the Urban Corps of San Diego, Friends of Loma Alta Creek, I Love a Clean San Diego, and Cal State University San Marcos.

Key Personnel: **Joel Gerwein, Project Manager, California State Coastal Conservancy**, will oversee the administration of the Conservancy's project funds including the FWS grant and SCC's own matching funds. He has a Ph.D. in Environmental Biology and has managed coastal wetland conservation and restoration projects in numerous sites around California in over ten years at SCC. **Justin Gamble, Senior Environmental Specialist, City of Oceanside** will assist in managing the project at the local level. Justin has worked for the City for eight years, overseeing watershed management programs, habitat restoration projects, technical water quality monitoring programs and regulatory compliance for water resource protection. His background includes project management, ecotoxicology, wetland ecology and regulatory permitting processes.

Titleholder and long-term management: The **City of Oceanside** currently holds title over the entire project area. The City will be responsible for long-term management of the restoration area and trail system, either through direct management or through the enlistment of a conservancy organization. The City is working to acquire an additional adjacent property for a Phase II restoration of an additional acre or more.

Restoration activities:

Excavation of Infill and Marsh plain Grading: New wetland and transitional areas will be created through excavation of disturbed infill in the northeastern project area (Figure 4). Excavation and grading will create a bench sloping up from the creek edge transitioning to tidal mudflat, emergent wetland vegetation and upland coastal sage scrub buffer habitat. Parallel sinuous channels will be graded into the wetland area at the bank elevation in the existing wetlands in the western project area and the restored wetlands in the eastern area. The channels will allow for tidal influence and enhanced flushing. This work will create new intertidal and supratidal zones that will accommodate daily and seasonal changes in water elevation and enhance foraging and rearing habitat for benthic organisms, estuarine fish, and coastal marshland birds. It also creates a new connection to restored floodplain area to accommodate anticipated storm flows and future habitat progression with sea level rise. In the northwestern project area, parallel channels will be graded to enhance existing drainage and prevent ponding and stagnation issues that currently affect water quality in that area.

Invasives Removal and Restoration Planting: Restoration work will begin following construction mobilization and staking of work areas. Grubbing includes removal of all non-native and invasive species existing at the site, including giant reed, Mexican fan palm, and Brazilian peppertree. Restoration planting will involve seeding and/or planting newly graded areas with nursery stock, installing temporary irrigation, and monitoring the establishment of vegetation throughout the performance period. A diverse planting palette has been tailored for each of the proposed habitat zones and ecotones and is detailed in the Project's Feasibility Study. Native wetland vegetation will include saltmarsh fleabane, Alkali heath, Pacific pickleweed, saltgrass, California bulrush, and Southern cattail. Upper limits of the riparian and upland buffer zones will include larger woody shrub and tree species for a diverse vertical structure, including species such as Western cottonwood, and Arroyo willow. Once native plants are established in restored habitats, they are expected to be resistant to recolonization by invasives. The City will also maintain restored habitats as needed. This approach has been successful in similar projects in the vicinity, such as at San Elijo Lagoon.

Upland Transition Buffer Habitat: Per City planning requirements, a 50-foot buffer of upland riparian and coastal sage scrub ecotone will separate the wetland zone from surrounding development. This area will include the new trail system allowing public access from the commercial hub of South Coast Highway westward to Buccaneer Beach. The buffer zone is required to comply with provisions of the regional Multiple Habitat Conservation Plan (Oceanside Subarea Plan) and creates a natural separation between the upper limits of the floodplain and the urban boundary.

Riparian & High Marsh Berms: The eastern area of the Slough frequently experiences a brackish salinity regime conducive to riparian vegetation including willows and larger shrubs. It is not uncommon for salinity in the water column to differ by 10-15 psu between the eastern creek area and western tidally influenced area throughout the year. Higher elevation earthen berms are proposed in this area to support larger shrub and/or tree species to improve shading and provide overstory for native non-migratory bird species and shading to regulate water

temperature and quality. This component adds to the diverse set of habitat zones and ecotones in the Slough, maximizing ecosystem services.

Riprap Removal & Floodplain Reconnection: Existing riprap and gunnite channel lining will be removed in areas where fill will be excavated for new wetland acreage. The design incorporates the results of a river scour modeling analysis (HEC-RAS) to ensure removal of hard structures is done in a safe manner while protecting existing crossings and infrastructure. Removal will allow for a gentle slope grading into the newly reconnected floodplain.

Public Access for Education and Recreation: Loma Alta Slough, adjacent to Buccaneer Beach Park, serves as a locally important wildlife viewing area and pedestrian corridor for public beach access from South Coast Highway. A new trail system will be constructed within the 50-foot upland buffer zone outside of the wetlands on the north side of the Project area (Figure 4). This work includes construction of approximately 1,250 feet of new softscape (decomposed granite or similar pervious material) and low-impact fencing to allow visitors to experience the restoration area and connect to regionally important transportation corridors including the Coastal Rail Trail, Pacific Street / Buccaneer Beach and the South Coast Highway commercial hub.

Long-term Maintenance: Following restoration implementation, seasonal irrigation will be installed using a temporary water connection to ensure minimum 80% survival of plantings within the first year of monitoring. Additional plantings will be installed as needed to meet the establishment criteria and success metrics set by permitting agencies. The Project will involve continual invasive plant removal for a minimum of 5 years until robust vegetation has established to prevent infestation—3 years is requested in the proposed NCWC budget. The City will continue working with non-profit partners such as Preserve Calavera, the Sierra Club, the Urban Corps of San Diego and Friends of Loma Alta Creek to educate the community about the dangers of invasive riparian and wetland vegetation through nature walks and wildlife viewing events at the project site for the first two years following implementation. Once native vegetation has established, only spot treatments are expected to be needed, consistent with other projects in the vicinity such as San Elijo Lagoon. The City will fund ongoing management, including spot treatments of invasives, utilizing its general fund.

Readiness: As of submittal of this application, 30% project design has been completed, along with a Draft Feasibility Study and technical studies required for design and to comply with the California Environmental Quality Act (CEQA). Permitting and detailed design along with compilation of the required CEQA documentation is currently underway, funded by an SCC planning grant to the City. If implementation funding is secured, the project is expected to be constructed in summer 2021, pending acquisition of final permits. If permitting takes longer than anticipated, the project will be constructed in summer 2022.

5. Project Location: The project area is located at Latitude 33.17738, Longitude - 117.36863, at the terminus of Loma Alta Creek within the Loma Alta subwatershed of the Carlsbad Watershed Management Area (Figure 1). Project implementation will occur within the existing wetland boundary and expand into adjacent vacant parcels of disturbed land / non-native fill owned by the City of Oceanside.

6. Timeline

Project Task	Expected Completion Date
Feasibility Study	Completed 6/19/2020
Preliminary Design Package (30%)	Completed 6/25/2020
Permit Applications Submittal	9/30/2020
CEQA / Environmental Documentation	9/30/2020
65% Design Package	12/31/2020
Construction Documents (100% Design Package)	4/30/2021
Permits Granted	5/30/2021 or later
Project Implementation	7/1/2021 – 10/31/2021 or 2022 depending on permits

The timeline above shows target dates for completing environmental compliance, final design, and construction. The amount of time that will be required for regulatory agencies is uncertain. If permits are issued quickly and implementation funding is secured, construction could take place in Summer 2021. Delays may result in construction occurring in Summer 2022.

7. Compliance: The Project is located in California and will create temporary, self-mitigating impacts to jurisdictional wetlands of the United States. Federal compliance requirements include consultation with the USFWS and Army Corps of Engineers. The Project will require a Clean Water Act 404 permit (NWP 27) and River and Harbors Act Section 10 consultation with the Army Corps of Engineers for work conducted in jurisdictional wetlands (Figure 3). The Army Corps will conduct NHPA Section 106 and NEPA compliance as part of its permit issuance. Additional State and local permitting requirements include CEQA compliance, Coastal Development Permit, Water Board Clean Water Act Section 401 permit, CDFW Streambed Alteration Agreement, and City zoning amendment, grading permit, and encroachment permit. The City expects to submit permit applications in Fall 2020.

8. Useful life: Capital improvements funded by the project consist of wetlands and transition habitats restored through excavation of fill. Restored habitats are designed to persist in perpetuity with planned maintenance. Sea level rise and climate change may ultimately lead to a shift in habitat types in the project area, but the life of the restored habitats is estimated to be at least thirty years before type conversions occur based on current climate change projections. The new trail is expected to last at least twenty years with maintenance, such as resurfacing every 5 years, per California State Parks estimates.

9. Program Income: No income will be generated by the project.

10. Allocation of costs: NA. This project is only requesting NCWC funds from USFWS.

11. Other federal grants: No federal funding has been used for any previous phase of this Project. Future federal funding through the National Fish and Wildlife Foundation's National Coastal Resilience Fund may be sought to assist with completing final design and permitting work to subsidize efforts by the City of Oceanside, but this work would not overlap with or duplicate any of the work described in this proposal. See **Overlap** statement below.

12. State Trust Fund: The SCC requests eligibility for a 75% Federal share. The State of California has established trust funds for conservation of natural areas, including coastal

wetlands. The primary state trust fund for these purposes was established in 1990, with voter approval of Proposition 117, the Mountain Lion Initiative. This initiative mandated the State to create the Habitat Conservation Fund (HCF) and to annually appropriate thirty million dollars to the account for use by SCC, CDFW, and other specified agencies. HCF funds are generated by both the State's General Fund and designated cigarette tax monies. The State also has the income tax check-off for wildlife habitat and the Environmental License Plate Program, which provide for voluntary contribution to habitat conservation efforts by State Agencies.

13. Relationship to other projects: The project adds momentum to coastal wetland restoration efforts in San Diego County and regionally, as a component of the Southern California Wetlands Recovery Project (SCWRP) 2020 Work Plan. Implementation will also fulfill water quality and habitat improvement strategies outlined in the Carlsbad Water Quality Improvement Plan (MOE 2016). Floodplain improvements and accommodation of climate change-induced sea level rise will protect adjacent urban areas, fulfilling priorities of the City of Oceanside's Local Coastal Program and Coastal Hazards Vulnerability Assessment (ESA 2018). See also Ranking Criteria 4 and 9.

14. Public Involvement/Interagency Coordination: Since 2018, the SCC and City of Oceanside have actively engaged the public throughout the planning phase of the Project. Three public workshops were conducted to establish the Project opportunities and constraints, informing the goals of the final wetland restoration. Furthermore, the SCC and City formed a Technical Advisory Committee (TAC) consisting of wetland restoration experts representing USFWS, the California Coastal Commission, US Army Corps of Engineers and CA Department of Fish & Wildlife. The Project's preferred conceptual design was a direct product of interagency coordination with the TAC as well as input received from the public workshops and interested nonprofit stakeholders. The TAC will continue to be consulted throughout the duration of Project implementation, as necessary. In addition, the Southern California Wetlands Recovery Project provided input on the project and prioritized it as part of its 2020 Work Plan. The SCWRP is a broad-based partnership, chaired by Resource Agencies and supported by SCC. Participants include public agencies, non-profits, scientists, and local communities working cooperatively to accelerate the pace, extent, and effectiveness of coastal wetland restoration through developing and implementing a regional prioritization Work Plan for the acquisition, restoration, and enhancement of Southern California's coastal wetlands and watersheds.

Overlap or Duplication of Effort Statement: There is no overlap or duplication between this application and any of our other Federal applications or funded projects in regard to activities, costs, or time commitment of key personnel. The City has submitted a proposal to the NFWF National Coastal Resilience Fund for final design for the Loma Alta Slough Enhancement Project. However, the activities proposed for funding under a potential NFWF grant do not overlap with the activities proposed under NCWC and associated match. The in-kind and cash match for planning included in the NCWC proposal is for planning that has already occurred, while the NFWF grant is requesting funds for final design and permitting that has not yet occurred. The remaining project costs in the NCWC proposal are for construction (match and NCWC funds) and the partner costs associated with staff and volunteer time, neither of which overlap with activities proposed for NFWF funding.

Loma Alta Slough Enhancement Budget Justification- 2020 NCWC Proposal

The \$1,000,000 in requested funding from the NCWCGP would directly support the wetlands restoration in the project area, as well as part of the cost of project management. The total project cost is \$1,505,975. The project cost is being met with the required base match for the NCWC grant, totaling \$333,334 in in-kind and cash match, as well as an additional cash match of \$172,641, from the California State Coastal Conservancy for restoration construction. See Ranking Criteria 10 and 11 for details.

Additional information on cost categories used in the SF424C follows.

Administrative and Legal Expenses: Consists of project management costs totaling ~\$20,000 in staff time for the State Coastal Conservancy. This expense will be funded by NCWC funds and will cover project management and legal staff time to prepare a staff recommendation and present it to the Conservancy Board for authorization, prepare a grant agreement, process invoices, prepare reports, and assist with project permitting and oversight. Conservancy staff will also be involved in finalizing project designs. Conservancy staff hours are as shown in the table below.

Table B-1. Conservancy Staff Costs for Project Management

Position/Staff Person	Hours	Hourly Rate	Fringe Benefit Percentage	Indirect Cost Rate	Total Billable
Conservancy Project Development Manager (Joel Gerwein)	105	\$58.54	53.91%	50.82%	\$14,268
Attorney III (Amy Roach)	15	\$103.13	53.91%	50.82%	\$3,591
Public Lands Manager (Megan Cooper)	16	\$64.55	53.91%	50.82%	\$2,397
Total					\$20,256

Total administrative and legal expenses for personnel comes to \$20,256. Salary, fringe and indirect rates will change over the course of the grant. SCC will use current rates at the time of billing, but will not exceed the total support budget in the proposal.

Architectural and Engineering Fees: Architectural and engineering costs total \$285,160, paid with SCC funds and City in-kind staff time. These costs are all pre-award costs. These costs are for design and permitting for the project, and include funds expended for project design since April 2019. These costs are for an engineering consultant and permitting consultant to the City (\$235,160 in SCC funds), and for City staff time (\$50,000). This contribution is a combination of cash match (\$235,160) and City staff time (\$50,000).

Construction: Construction costs total \$1,155,078 as detailed below. Funding for construction costs will come from NCWC funds (\$979,744), and cash match from SCC or other non-federal source (\$175,334). NCWC funds for construction will be a contractual expense through a subgrant agreement between SCC and the City.

Miscellaneous: Miscellaneous costs total \$45,481 for outreach and educational and stewardship programs, provided as an in-kind match by the Urban Corps of San Diego, Preserve Calavera, the North County Coastal Group of the Sierra Club, the Buena Vista Audubon Society, and I Love a Clean San Diego. These costs are detailed further under “In-kind Match” below.

Table B-2. Major Implementation Tasks, Budget, and Timeline

Activity	Cost	Funding Source	Completion Date
<i>Planning and permitting</i>	\$285,160	SCC, City	Spring 2021
<i>Construction</i>			
Construction: Invasives removal, riprap removal, fill removal and grading, planting to restore marsh, riparian scrub, and upland transition zone, trail construction (See construction estimate below for cost breakdown)	\$1,145,078	NCWC + Matching partners + additional non-match funds	Fall 2021 or 2022
Construction: Follow up treatments to remove invasive resprouts and monitor and replant natives as necessary	\$10,000	NCWC	December 2023 or 2024
<i>Construction subtotal</i>	\$1,155,078		
<i>Education and outreach</i>	\$45,481	Urban Corps, Preserve Calavera, Buena Vista Audubon, Sierra Club, I Love a Clean San Diego (in-kind)	December 2023
<i>Project Management</i>	\$20,256	NCWC	December 2021
Total Project Cost	\$1,505,975		

Table B-3. Detailed Construction Budget Estimate

Category/Task Description	Per Item Cost	Item	Quantity	Cost
General				
Mobilization	10%	of LS		\$ 95,955
SWPPP & Erosion Control	8%	of LS		\$ 76,764
Minor Demolition	\$ 9,363	LS		\$ 9,363
Pre-construction surveys (nesting birds, special status species)	\$ 3,000	LS		\$ 3,000
Construction monitoring- biological and cultural	\$ 10,000	LS		\$ 10,000
Performance monitoring	\$ 4,000	per yr	2	\$ 8,000
General Subtotal				\$ 203,358
West Side Restoration				
Clear and Grub	\$ 2,000	per acre	0.4	\$ 800
Excavation and Onsite Fill Placement	\$ 20	per CY	226	\$ 4,520
Excavation and Offhaul	\$ 50	per CY	300	\$ 15,000
Riprap removal	\$ 125	per CY	500	\$ 62,500
West Side Subtotal				\$ 82,820
East Side Restoration				
Clear and Grub	\$ 2,000	per acre	3	\$ 6,000
Excavation and Onsite Fill Placement	\$ 20	per CY	1100	\$ 22,000
Excavation and Offhaul	\$ 50	per CY	9600	\$ 480,000
Fine Grading	\$ 5,000	per acre	3	\$ 15,000
Planting	\$ 20,000	per acre	3	\$ 60,000
Irrigation	\$ 60,000	per acre	1	\$ 60,000
New Trail	\$ 22	per SF	4700	\$ 103,400
Riprap removal	\$ 125	per CY	900	\$ 112,500
Invasives removal and replanting	\$ 5,000	per year	2	\$ 10,000
East Side Subtotal				\$ 868,900
TOTAL				\$ 1,155,078

In-kind Match

In-kind match is provided by six sources: the City of Oceanside, Urban Corps of San Diego, Preserve Calavera, the North County Coastal Group of the Sierra Club, I Love a Clean San Diego, and the Buena Vista Audubon Society.

City of Oceanside: The City is providing a contribution of \$50,000 in staff time. The table below details City staff hours dedicated to the project as in-kind match. This match is comprised entirely of pre-award costs.

Table B-4. City of Oceanside Match Detail

Tasks - Planning & Design*	Classification	Fully Burdened** Hourly Rate	Hours	Total
Design Review & Project Management	Senior Environmental Specialist	\$63.14	400	\$25,256
	Principal Planner	\$94.10	20	\$1,882
	Senior Civil Engineer	\$106.74	20	\$2,135
Community Outreach	Senior Environmental Specialist	\$63.14	40	\$2,526
	Environmental Officer	\$93.33	20	\$1,867
Environmental (CEQA)	Senior Environmental Specialist	\$63.14	160	\$10,102
	Principal Planner	\$94.10	40	\$3,764
Permitting	Senior Environmental Specialist	\$63.14	40	\$2,526
	Principal Planner	\$94.10	10	\$941
TOTAL CITY IN-KIND MATCH				\$50,998

*Costs in this table reflect in-kind City staff hours dedicated to planning, design and outreach tasks for the Project since April 2019

**Fully burdened hourly rates are from the City of Oceanside's FY19-20 Consolidated Fee Schedule

The *Urban Corps of San Diego* is providing \$5,000 in in-kind contribution of indirect costs for the project's educational activities. These indirect costs consist of funds expended to support the 640 hours of crew time with equipment and training. Stewardship and educational activities by Urban Corps youth crews help the project to meet its educational goals while maintaining the health of Loma Alta Creek and Slough. \$2,500 of these costs consist of pre-award costs, while \$2,500 of these costs would be incurred after the award.

Preserve Calavera: \$10,000 in volunteer time (400 volunteer hours at \$25.43 per hour¹) for outreach and stewardship/education events in the Loma Alta watershed. None of this \$10,000 contribution is pre-award costs. Preserve Calavera is a community group dedicated to conserving and stewarding natural resources in the region.

North County Coastal Group of the Sierra Club: \$5,086 in volunteer time (200 hours at \$25.43 per hr) for outreach and stewardship/education events in the Loma Alta watershed. This in-kind match does not include any pre-award costs.

I Love a Clean San Diego: \$24,676 in staff time (62 hrs at \$67.50 per hr) and volunteer time (735 hrs at \$25.43 per hr) for five habitat enhancement/cleanup events in the project area and

¹ \$25.43 per hour is the current value of volunteer time in the US according to Independentsector.org

immediate vicinity within the Loma Alta Watershed conducted in 2019. These events focus on educating volunteers about the value of coastal wetlands and associated habitats, and are part of the education and outreach program for the project. This in-kind match is entirely comprised of pre-award costs.

Buena Vista Audubon Society: \$719 in staff and volunteer time (5 staff hrs and 20 volunteer hrs) to conduct community outreach and lead two bird walks, as well as collecting and sharing bird occurrence data. This in-kind match does not include any pre-award costs.

Required Indirect Cost Statement:

We are a U.S. state government entity receiving less than \$35 million in direct Federal funding annually with an indirect cost rate of 50.82%. We are required to prepare and retain for audit an indirect cost rate proposal and related documentation to support those costs. SCC anticipates charging indirect costs on SCC staff time for the grant. These costs are included in the \$20,256 in staff time described above, as seen in the staff time table. SCC's Negotiated Indirect Cost Agreement is attached to this proposal.

Single Audit Reporting Statement:

California has a single audit filed with the federal government, covering the California State Coastal Conservancy. The most recent audit, covering the fiscal year ending June 30, 2017, is available at <https://www.bsa.ca.gov/pdfs/reports/2018-002.pdf>. The State Coastal Conservancy is covered by the report, as evidenced by the omission of our agency from the list of state agencies not covered by the report on page 11 of the PDF.

A current Assurances form (SF 424D) is on file with our regional WSFR office.

A Disclosure of Lobbying Activities form (SF-LLL) is on file with our regional WSFR office, as well.

Conflict of Interest: None.

Overlap/Duplication Statement: There is no overlap between the proposed project and any other active or anticipated projects in terms of activities, costs, or time commitment of key personnel. A grant proposal for the overall project (not the NCWC project) was also submitted to the National Fish and Wildlife Foundation's (NFWF) National Coastal Resilience Grants Program on 6/25/2020. The NFWF proposal requests funding for activities that are part of the overall project but do not duplicate or overlap with any of the activities described in this NCWC proposal. Specifically, the NFWF grant would fund final design activities not included in the NCWC project. NFWF's funding decision is pending. The Conservancy will notify the USFWS WSFR office immediately if NFWF informs us that they will be funding the project, at what level, and to confirm that there is no duplication of costs between what NFWF may choose to fund and what has been requested from the NCWC grant program.

**State and Local Governments
Indirect Cost Negotiation Agreement**

EIN: 94-3164968

Organization:

California State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612-1401

Date: November 14, 2019

Report No(s) .: 20-A-0200(20C)

Filing Ref.:

Last Negotiation Agreement
dated October 24, 2018

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR Part 200 applies for fiscal years beginning on or after December 26, 2014 subject to the limitations in Section II.A. of this agreement. Applicable OMB Circulars and the regulations at 2 CFR 225 will continue to apply to federal funds awarded prior to December 26, 2014. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in applicable regulations.

Section I: Rate

Type	Effective Period		Rate*	Locations	Applicable To
	From	To			
Fixed Carryforward	07/01/19	06/30/20	50.82%	All	All Programs

***Base:** Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Section II: General

Page 1 of 3

A. Limitations: Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. **Changes:** The rate(s) contained in this agreement are based on the accounting system in effect at the time the proposal was submitted. Changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement may require the prior approval of the cognizant agency. Failure to obtain such approval may result in subsequent audit disallowance.

D. **Rate Type:**

1. **Fixed Carryforward Rate:** A fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such periods have been determined, an adjustment will be made to the rate for future periods, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.

2. **Provisional/Final Rates:** Within six (6) months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.

3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment. (Because of legal constraints, predetermined rates are not permitted for Federal contracts; they may, however, be used for grants or cooperative agreements.)

E. **Rate Extension:** Only final and predetermined rates may be eligible for consideration of rate extensions. Requests for rate extensions of a current rate will be reviewed on a case-by-case basis. If an extension is granted, the non-Federal entity may not request a rate review until the extension period ends. In the last year of a rate extension period, the non-Federal entity must submit a new rate proposal for the next fiscal period.

F. **Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.

G. **Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.

H. **Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rates in Section I of this agreement, the negotiated rates will be used to determine the maximum allowable indirect cost.

I. **Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.

J. **Central Service Costs:** If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

K. **Other:**

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.

2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.

3. Indirect cost proposals must be developed (and, when required, submitted) within six (6) months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs.

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the State & Local Government:

By the Cognizant Federal Government Agency:

California State Coastal Conservancy
State/Local Government

U.S. Department of the Interior
Agency

Mary Small /s/
Signature

CRAIG WILLS Digitally signed by CRAIG WILLS
Date: 2019.11.14 14:04:30 -08'00' /s/

Mary Small
Name (Type or Print)

Signature
Craig A. Wills

Deputy Executive Officer
Title

Name
Division Chief
Indirect Cost Services Division
Title

11/12/19
Date

U.S. Department of the Interior
Interior Business Center
Agency

Negotiated by Marilyn P. Elgar
Telephone (916) 930-3811



CITY OF OCEANSIDE

WATER UTILITIES DEPARTMENT

June 11, 2020

Becky Miller
U.S. Fish and Wildlife Service
Grant Management Specialist
2800 Cottage Way, Room W-1729
Sacramento, CA 95825

**RE: USFWS NATIONAL COASTAL WETLANDS CONSERVATION GRANT – LOMA
ALTA SLOUGH WETLANDS ENHANCEMENT PROJECT**

Dear Ms. Miller,

The City of Oceanside strongly supports the California State Coastal Conservancy's application to the National Coastal Wetlands Grant Program (NCWC) for the Loma Alta Wetlands Enhancement Project located in Oceanside, California. The Project will result in the restoration, creation and enhancement of approximately six acres of coastal wetland and transitional habitat. It will restore coastal salt marsh lost to urbanization and maximize ecosystem function while encouraging passive recreational use through trails and wildlife viewing opportunities. The Project will provide multiple benefits by improving and restoring habitat for native species, providing a buffer from flooding and sea-level rise, improving water quality in the Slough, and enhancing recreational enjoyment of the area. The City has supported this project since its inception and has spent the last 15 years acquiring land adjacent to the Slough to expand the wetland habitat. The Slough and nearby Buccaneer Beach are popular attraction for visitors, residents and wildlife enthusiasts and the Project will greatly enhance the natural beauty, biological function and community value of the wetlands.

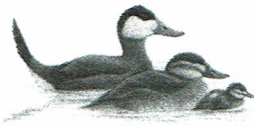
In support of the Project, the City of Oceanside has provided approximately \$50,000 in in-kind staff hours over the last year to oversee planning and design work, environmental surveys and public outreach activities. The City has not used these in-kind services as match for any other Federal grants. The City of Oceanside will continue supporting this project throughout implementation, working directly with the State Coastal Conservancy and the Oceanside community.

We thank you for your consideration in awarding NCWC funds to this locally and regionally important Project. Implementation of this Project will serve as a regional model and bring to fruition years of effort by State and City staff to regain some of the original extent and function of the Loma Alta Slough, against a backdrop of historical losses in Southern California's coastal wetland areas.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Justin Gamble', with a stylized, cursive script.

Justin Gamble
Senior Environmental Specialist
City of Oceanside - Watershed Protection Program



Buena Vista Audubon
PO Box 480, Oceanside, CA 92049
www.bvaudubon.org

June 22, 2020

Becky Miller
U.S. Fish and Wildlife Service
Grant Management Specialist
2800 Cottage Way, Room W-1729
Sacramento, CA 95825

Dear Ms. Miller,

The Buena Vista Audubon Society (BVAS) strongly supports the California State Coastal Conservancy's application to the National Coastal Wetlands Conservation Grant Program for the Loma Alta Wetlands Enhancement Project, located in Oceanside, California.

This project will result in the restoration, creation, and enhancement of approximately six acres of coastal wetland and transitional habitat. It will restore coastal salt marsh lost to urbanization and will maximize ecosystem function while encouraging passive recreational use through trails and wildlife viewing opportunities. This project will provide multiple benefits by improving and restoring habitat for native species, providing a buffer from flooding and sea-level rise, improving water quality in the Loma Alta Wetlands Slough, and enhancing recreational enjoyment of the area.

BVAS has been involved with the Loma Alta Wetlands Enhancement Project since its inception. Over the past year, BVAS members participated in two public workshops put on by the City of Oceanside to inform the public about the project. BVAS provided comments and discussed project plans at depth with City staff.

In support of the project, BVAS will lead at least two bird walks in the project vicinity, educating the public on the value of the Loma Alta Wetlands Slough and other nearby coastal wetlands for birds and other wildlife. This will be done for two years after project completion. At the same time, BVAS will collect data on species occurrences at the Slough. These data will be shared via eBird and the BVAS website and newsletter. BVAS will also assist with outreach by including notices about the project and opportunities for community input in our newsletter and website.

Our contribution will involve 5 staff hours and 20 volunteer hours. Staff hours are valued at \$42/hour and volunteer hours are valued at \$25.43/hour, according to IndependentSector.org. The total contribution is therefore valued at \$719. BVAS is contributing this time as match to the

National Coastal Wetlands Conservation Grant. Our in-kind match has not been used to match other federal funds.

Thanks for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curt Busk", is written over the printed name.

Curt Busk
Buena Vista Audubon Society Board President



Explore, Enjoy &
Protect the Planet

June 17, 2020

Becky Miller
U.S. Fish and Wildlife Service
Grant Management Specialist
2800 Cottage Way, Room W-1729
Sacramento, CA 95825

Dear Ms. Miller,

The Sierra Club North County Coastal Group strongly supports the California State Coastal Conservancy's application to the National Coastal Wetlands Grant Program for the Loma Alta Wetlands Enhancement Project located in Oceanside, California.

The Project will result in the restoration, creation and enhancement of approximately six acres of coastal wetland and transitional habitat. It will restore coastal salt marsh lost to urbanization and maximize ecosystem function while encouraging passive recreational use through trails and wildlife viewing opportunities. This is a well planned project that will provide multiple benefits for biological resources, flood protection, improved resiliency for sea level rise, and improving water quality in the Slough. It will have a significant impact on the long term adverse conditions of this sub-watershed. We particularly appreciate adding a public trail that helps connect residential neighborhoods to the coast and creates opportunities for public engagement.

In support of the Project, the Sierra Club will support the planned community events through outreach to our members and providing volunteers to support the restoration and clean-up efforts. This contribution will involve providing at least three outreach notices to our local members and supporters group (about 2,000 persons in Oceanside). Our goal would be to engage at least 10 volunteers for each of the 8 scheduled events. Assuming 2 hrs /event x 8 events x 10 volunteers = 160 hours plus 40 hrs for planning, organizing and outreach. These 200 volunteers hours are valued at \$ 5,086 of in-kind support toward this project. (Volunteer hours are valued at \$25.43/hour according to IndependentSector.org.) These hours have not been used to match other federal funds.

Thanks for your consideration of this important project.

Sincerely,


Sally Prendergast

Chair North Sierra Club North County Coastal Group



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Retired, Vice President Titan Corporation

Kyle Kennedy
Chief Executive Officer

June 12, 2020

Becky Miller
U.S. Fish and Wildlife Service
Grant Management Specialist
2800 Cottage Way, Room W-1729
Sacramento, CA 95825

Dear Ms. Miller,

Urban Corps of San Diego County (Urban Corps) strongly supports the California State Coastal Conservancy's application to the National Coastal Wetlands Grant Program for the Loma Alta Wetlands Enhancement Project located in Oceanside, California.

The Project will result in the restoration, creation and enhancement of approximately six acres of coastal wetland and transitional habitat. It will restore coastal salt marsh lost to urbanization and maximize ecosystem function while encouraging passive recreational use through trails and wildlife viewing opportunities. The Project will provide multiple benefits by improving and restoring habitat for native species, providing a buffer from flooding and sea-level rise, improving water quality in the Slough, and enhancing recreational enjoyment of the area.

In support of the Project, Urban Corps has provided and will continue to provide staff and equipment support for crew time learning about and cleaning up Loma Alta Creek and Slough. Urban Corps crews have worked with the City of Oceanside for many years maintaining water quality and habitat quality in the creek and slough. Urban Corps has expended 320 crew hours in cleaning Loma Alta Creek and Slough over the last two years, and anticipates working with the City to provide at least an additional 320 hours over the next two years. The Urban Corps contribution for these hours is estimated at \$21,000. Additionally, Urban Corps outfits all work crews with uniforms, boots and supportive services like certifications and licenses, which can be listed as an indirect cost to contracts and as match on this grant. I estimate this in-kind cost would equal \$5,000. Urban Corps is contributing this time as match to the NCWC grant. It consists of non-federal funds and has not been used to match other federal funds.

Thanks for your consideration.

Sincerely,

Kyle Kennedy

Certified Local Conservation Corps & Charter School

"Learning, Earning, & Conserving"

3127 Jefferson Street, San Diego, CA 92110 and 2200 Micro Place, Escondido, CA 92029; Mailing Address: P.O. Box 80156, San Diego, CA 92138-0156
Telephone (619) 235-6884; Fax (619) 235-5425; www.urbancorpsd.org



Becky Miller
U.S. Fish and Wildlife Service
Grant Management Specialist
2800 Cottage Way, Room W-1729
Sacramento, CA 95825

June 22, 2020

I Love A Clean San Diego strongly supports the California State Coastal Conservancy's application to the National Coastal Wetlands Grant Program for the Loma Alta Wetlands Enhancement Project located in Oceanside, California.

The Project will result in the restoration, creation and enhancement of approximately six acres of coastal-wetland and transitional-habitat. It will restore coastal salt marsh lost to urbanization and maximize ecosystem function while encouraging passive recreational use through trails and wildlife viewing opportunities. The Project will provide multiple benefits by improving and restoring habitat for native species, providing a buffer from flooding and sea-level rise, improving water quality in the Slough, and enhancing recreational enjoyment of the area.

In support of the Project, I Love A Clean San Diego has provided in-kind coordination of five cleanup events in 2019, inclusive of staff time and volunteer hours to remove litter and debris. This contribution has involved 62 staff hours and 735 volunteer hours. Staff hours are valued at \$67.50/hour and volunteer hours are valued at \$25.43/hour according to IndependentSector.org. The total previous contribution is therefore valued at \$24,676.00. I Love A Clean San Diego has contributed this time as match to the NCWC grant. It has not been used to match other federal funds.

I Love A Clean San Diego will continue to provide coordination of cleanup events at request, inclusive of staff time and volunteer hours to remove litter and debris. This contribution will involve 38 staff hours and up to 150 volunteer hours per event. Staff hours are valued at \$67.50/hour and volunteer hours are valued at \$25.43/hour according to IndependentSector.org. Future contributions will be valued at \$2,625.00 per event (excluding volunteer hours).

Thanks for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Hering", is written over the typed name and title.

Len Hering, RADM, USN (ret)
Executive Director
I Love A Clean San Diego
5797 Chesapeake Ct, Suite 200
San Diego, CA 92123
lhering@cleansd.org
619.704.2770



June 18, 2020

Becky Miller
U.S. Fish and Wildlife Service
Grant Management Specialist
2800 Cottage Way, Room W-1729
Sacramento, CA 95825

Dear Ms. Miller,

Preserve Calavera is pleased to support the California State Coastal Conservancy's application to the National Coastal Wetlands Grant Program for the Loma Alta Wetlands Enhancement Project located in Oceanside, California.

The Project will result in the restoration, creation and enhancement of approximately six acres of coastal wetland and transitional habitat. This will benefit the biological resources in this coastal wetland as well reducing flooding and improving water quality- all in an area that has been highly impacted for many years.

In support of the Project, Preserve Calavera will provide volunteer support throughout this project's duration. This will include participation in planning and carrying out the community engagement portions of the project. Outreach will include information on our website and notices in our newsletter that reaches 4,400 north county families. A key part of this effort will be increasing community understanding of the value of these coastal wetlands. We will use our resources to help distribute watershed information prepared by the other team members. We have worked with the city on other watershed restoration efforts and will continue that kind of support for this project. That will include participating in planning community events, planning outreach for the events, and helping direct volunteers. Our volunteer support will include clean-ups, invasive plant removal, planting, and care and weeding of the restoration site. We are an all-volunteer organization so all of this work will be done by volunteers. We estimate our level of support over the two years of this project will include 5 hr. per month for planning and organizing throughout the 2 yrs. of the project, plus 10 volunteers for each of the 8 major community events, plus an estimated additional 10 hrs /month for additional outreach and community engagement. (5hrs x 24mo + 10 x 8 events x 2hrs ea. + 10 hrs. x 12 mon = 400 hrs.). This could include things like docent led hikes, pop-ups at the adjacent Buccaneer Beach Park, tabling at neighborhood events in South Oceanside and meeting with nearby businesses like the recreational vehicle park. This 400 hours is valued at over \$ 10k in in-kind contributions in support of this grant. None of these hours have been used to match any other grant.

Thanks for your consideration.

Sincerely,

Diane Nygaard, President
Preserve Calavera

5020 Nighthawk Way - Oceanside, CA 92056

www.preservecalavera.org

Nonprofit 501(c)3 ID#33-0955504

Certificate Of Completion

Envelope Id: D1974B35BBCC42499B43A332E23CC8DE

Status: Completed

Subject: Please DocuSign: Loma Alta Letter- PCfinal.doc

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Joel Gerwein

AutoNav: Enabled

11493 Sunset Hills Rd

Envelopeld Stamping: Disabled

Suite 100

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Reston, VA 20190

Joel.Gerwein@scc.ca.gov

IP Address: 23.24.215.97

Record Tracking

Status: Original

Holder: Joel Gerwein

Location: DocuSign

6/24/2020 1:23:44 PM

Joel.Gerwein@scc.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: State Coastal Conservancy

Location: DocuSign

Signer Events

Signature

Timestamp

Diane Nygaard

dnygaard3@gmail.com

Security Level: Email, Account Authentication
(None)



Sent: 6/24/2020 1:24:42 PM

Viewed: 6/24/2020 1:26:24 PM

Signed: 6/24/2020 1:26:46 PM

Signature Adoption: Pre-selected Style

Using IP Address: 108.64.8.236

Electronic Record and Signature Disclosure:

Accepted: 6/24/2020 1:26:24 PM

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In Person Signer Events

Signature

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Editor Delivery Events

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Agent Delivery Events

Status

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Intermediary Delivery Events

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/24/2020 1:24:42 PM

Certified Delivered

Security Checked

6/24/2020 1:26:24 PM

Signing Complete

Security Checked

6/24/2020 1:26:46 PM

Completed

Security Checked

6/24/2020 1:26:46 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

C. RANKING CRITERIA

1. Wetlands conservation. Loma Alta Slough (Figure 1) is a relatively small and highly modified coastal estuarine wetland located within the City of Oceanside, California (City). It is ~1,600 feet in length and extends from the Pacific Coast Highway to Buccaneer Beach at the Pacific Ocean. Approximately 60% of the project area will consist of nationally decreasing wetland types (palustrine emergent and palustrine scrub shrub) after project implementation (Table 1). The Project area consists of the north and south banks of the Slough, five contiguous parcels of undeveloped land owned and managed by the City, the southern banks of the City's La Salina wastewater treatment plant property, and the recreational path along the southern edge of the Slough. The banks of the Slough consist primarily of riprap and scattered vegetation including non-native grasses, invasive trees and shrubs, ornamental plants, and salt marsh species. The five undeveloped parcels along the north bank of the Slough were acquired by the City between the 1990s and 2013 and were previously industrial properties. These undeveloped parcels represent the largest potential area for wetland restoration in the Project area. The project will restore 1.6 acres that is currently disturbed or developed upland to marsh (palustrine emergent wetland). In addition, it will enhance the function of 1.5 acres of existing degraded marsh. Loma Alta Slough was historically, and continues to be, an intermittently opening estuary, like many coastal wetlands in California. The inlet of the estuary closes when a sandbar forms on the beach during the summer, and opens when winter storm flows break through the sandbar to the ocean. This results in a highly dynamic system that supports a diverse mosaic of wetland types and transition zones. Marsh habitat in the Loma Alta Slough will be exposed to tidal influence during the part of the year when the slough connects to the ocean, approximately 25% of the time. During the remainder of the year, the salinity of the marsh will vary with rainfall and streamflow from the watershed, so that acreages of salt, brackish, and freshwater marsh will vary over the course of the year and between years with varying precipitation. The project will also restore 0.4 acres that is currently disturbed or developed upland to riparian habitat and 0.3 acres to wetland-upland transition zone. The project will also increase the acreage of mudflat in the project area from 0.3 to 0.8 acres. Mudflats provide important foraging habitat for shorebirds.

Table 1. Project Area Restored Land Cover Types by Category

Land Cover Type	Acreage	Percentage of wetlands in project area	Percentage of Total Project Area
Wetlands			
Nationally Decreasing			
Palustrine Emergent (Fresh, brackish, and salt marsh)	3.1	66%	53%
Palustrine Scrub Shrub (Riparian Scrub)	0.4	8%	7%
Total Nationally Decreasing Wetlands	3.5	74%	60%
Estuarine Unconsolidated Bottom	0.8	17%	14%
Riverine Unconsolidated Bottom	0.4	9%	7%
TOTAL WETLANDS	4.7	100%	81%

Wetland-Upland Transition Zone (Riparian/sage scrub)	0.3		5%
Uplands (Coastal sage scrub)	0.8		14%
Total Project Area	5.8		100%

2. Maritime forests on coastal barriers. Not Applicable.

3. Long-term conservation. This project will restore and enhance 4.7 acres of coastal wetlands and 1.1 acres of associated uplands. These habitats are expected to remain protected and functional in perpetuity, although sea level rise (SLR) may result in a shift in habitat types over time. The overall project is designed for future adaptation to SLR. The project involves excavation of fill to lower grades down to marsh plain elevations. The restored marsh will be constructed as a bench sloping up from the creek bank through intertidal and supratidal elevations, providing a range of open water depths and wetland habitat. The channel will be allowed to dynamically erode and deposit within the restored habitat and the confines of any new armoring. The restored wetland areas will be re-vegetated through a combination of seeding and installation of nursery container stock. Invasive species will be removed, and some planting of marsh species will be done to ensure adequate seed source and to stabilize areas susceptible to erosion. The high marsh, transition zone, and riparian areas will be planted, and temporary irrigation will be installed for these areas. The transition zone will enhance wetland habitat value by providing refugia for wildlife during high flows and will allow for upslope migration of wetlands with sea level rise. The higher elevations in the transition zone on the eastern side of the project area will provide for upslope wetland migration over the long term.

The project team is developing an adaptive management plan. The City of Oceanside owns the project area and will maintain the restoration project according to this plan over the long term. The trail that will be constructed as part of the project has an expected life of 30 years with maintenance. Funding will come from the City's annual budget appropriation for Municipal Operations. The City is committed to funding and managing the invasive species removal for a minimum of 5 years and anticipates funding and managing these efforts for the long-term. Similar projects in the vicinity, such as San Elijo Lagoon and Batiquitos Lagoon, have successfully maintained native wetland and transition zone vegetation using long-term spot treatments. Invasives species management will be made easier by the restoration of wetland elevations and hydrology, which will reduce the growth of invasives. The City also works with the Urban Corps of San Diego and volunteer groups such as Preserve Calavera, the Sierra Club, Friends of Loma Alta Creek, and I Love a Clean San Diego to hold regular clean up and stewardship events. These groups would also be involved in invasives removal over the long term to maintain the health of the site.

Table 2. Duration of Conservation Benefits

Mechanism	Benefits in Perpetuity (acres)	Benefits 26-99 Years (acres)	Benefits 10-25 Years (acres)
Restored	2.8		
Enhanced	3.0		
Total	5.8		

4. Coastal watershed management. Small Southern Californian coastal estuaries like Loma Alta Slough are unique ecosystems that have been prioritized for restoration and protection in many regional and statewide conservation plans over the past several decades. Loma Alta Slough has been specifically prioritized for restoration and enhancement in water quality and coastal resiliency plans. The following plans are highlighted because they specifically identify the project, have been developed or updated over the past decade and continue to guide conservation investments, and represent the diversity of conservation targets and habitats that could be protected via this project.

Table 3. Project's Contribution to Coastal Wetlands Management Plan Goals

Management Plan / Effort	Project Contribution to Goals
Southern California Wetlands Recovery Project (SCWRP) Work Plan (2020)	The SCWRP is a broad-based partnership, chaired by Resource Agencies and supported by SCC. Participants include public agencies, non-profits, scientists, and local communities working cooperatively to accelerate the pace, extent, and effectiveness of coastal wetland restoration through developing and implementing a regional prioritization Work Plan for the acquisition, restoration, and enhancement of Southern California's coastal wetlands and watersheds. Loma Alta Slough is one of 16 tidal wetlands restoration projects identified and prioritized for implementation in the 2020 Work Plan and will help meet Goal 1 of the 2018 Regional Strategy: <i>Protect and restore resilient tidal wetlands and associated marine and terrestrial habitats.</i>
City of Oceanside Local Coastal Program Update – Coastal Hazard Vulnerability Assessment (2018)	The project will expand the existing wetland to accommodate increased Sea Level Rise and increased intensity, return frequency and resulting flood extents as a result of climate change. The City's Coastal Hazard Vulnerability Assessment specifically identifies Loma Alta Slough as an area of concern for increased flooding in the existing condition with modeled projections of mouth dynamics and Sea Level Rise
San Diego Regional Storm Water Resource Plan (2017)	The SWRP uses existing watershed and regional plans that identify opportunities, strategies, and priority conditions and goals for water quality, water resources, flood management, community, and natural resource benefits within San Diego County. Loma Alta Slough restoration was specifically identified as one of the top five priority projects for the region.
Carlsbad Watershed Management Area Water Quality Improvement Plan (2016)	The Plan prioritizes habitat restoration as one of the strategies to address eutrophication in Loma Alta Creek and Slough, enhancing water quality, wildlife habitat, and recreational opportunities. The project will help implement the Plan's recommendation to implement <i>Stream, Channel and/or Habitat Restoration in Areas of Existing Development.</i>

Water Quality Control Plan for the San Diego Basin (2016)	The project will help restore the following impaired beneficial uses of Loma Alta Slough and Loma Alta Creek identified by the Basin Plan: Estuarine habitat, Wildlife habitat, and Rare, threatened, and endangered species habitat. Loma Alta Slough is listed as an impaired waterbody for phosphorus, resulting in eutrophication. The project will help meet the numeric targets of the 2014 Draft Total Maximum Daily Load for the Slough by restoring habitats that will naturally assimilate nutrients from surface runoff and from the Slough itself.
State Wildlife Action Plan (2015)	The project will restore freshwater marsh and riparian habitats, helping to meet the restoration objectives identified by the Plan for these key conservation targets for California's South Coast Province. The project will also restore habitat for tidewater goby, identified by the Plan as a Species of Greatest Conservation Need and part of the Native Fish Assemblage focal conservation target. The project will help meet the Plan's objectives for native fish restoration and for public education about native fish and their habitat. The Plan also recognizes the high value of salt marsh and the importance of protecting and restoring it.
Sonoran Bird Conservation Plan (Sonoran Joint Venture, 2006)	The project will restore coastal wetlands in the SJV's management area. Coastal Wetlands in Southern California, including the San Diego region, are identified by the plan as a critical habitat that has been severely impacted by human development.
San Diego County Multiple Habitat Conservation Plan (2000)	Marsh and riparian habitats to be restored by the project are identified as critical habitats to be protected and restored in the Oceanside Focal Conservation Area, where the project is located.

5. Conservation of threatened and endangered species.

The south coast region of California is the most threatened biologically diverse area in the continental United States because it is both a hotspot of biological diversity and a center of population growth and urbanization. The Project will restore or enhance habitat for seven state and/or federally listed or recently delisted threatened and endangered species:

Species	Habitat
Tidewater goby (FE)	Breeding & foraging
Least Bell's Vireo (FE-SE)	Foraging & nesting
Light-footed Ridgway's rail (FE, SE)	Foraging & nesting
California least tern (FT)	Enhanced foraging habitat
California gnatcatcher (FT)	Restored foraging habitat
California brown pelican (DL)	Enhanced foraging habitat
Belding's savannah sparrow (SE)	Enhanced habitat

Benefits for these listed species are discussed below.

Tidewater goby (FE) is endemic to California, inhabiting the uppermost brackish areas of coastal estuaries and lagoons. Critical habitat for tidewater goby (TWG) was designated in November 2000 and revised in 2013 to include the San Luis Rey River, which is located **2 miles north of the project area. TWG was documented in the San Luis Rey River in 2010.**

NCWC funded the protection of coastal riparian habitat in the San Luis Rey River in 2017. While Loma Alta Slough is not included in critical habitat for the species, the 2013 Critical Habitat designation emphasizes that it is important to facilitate the recolonization of additional coastal sloughs and lagoons by TWG, particularly in the areas close to the San Luis Rey River and to Marine Corps Base (MCB) Camp Pendleton, which is 3 miles north of the project area. The 2013 FWS Critical Habitat Designation highlights the importance of TWG recovery and habitat restoration in northern San Diego County, where the project area is located. TWG populations in this area are a priority because Swift et al.¹ (2016) describe these populations as constituting a separate species, the Southern Tidewater Goby (*Eucyclogobius kristinae*). The species has been historically documented in 13 coastal lagoons in the region, but is currently only known from three lagoons in San Diego County, all of them located near the project area on MCB Camp Pendleton, making this new species critically endangered. Swift et al. (2016) call for conservation actions, including reestablishment of additional populations, to prevent possible extinction as the habitat is threatened by drought. During three years of intense drought from 2013–2015, central and southern California populations of TWG have experienced numerous extirpations. **While the project area would likely only support a small population, TWG is described in the 2013 Critical Habitat Designation as existing in a metapopulation structure, with small subpopulations serving as stepping stones for dispersal and recolonization between larger populations.** Evidence suggests that TWG disperse 6–30 miles along the nearshore in coastal floods.

The Recovery Plan lists loss or alteration of coastal wetland habitat and channelization of habitats where the species occurs as threats to TWG. The project will mitigate these threats by restoring coastal wetlands and tidal channels that have been altered by fill and development. The project will help to accomplish the following task contained in the FWS Recovery Plan for Tidewater Goby (2005): “Develop and implement management strategies to avoid further direct net loss/modification of habitat and **restore degraded habitat.**” Intermittently open coastal estuaries such as the Slough are especially suited for TWG habitat, but the estuary must be in healthy condition to maintain these important functions. The project will help implement the Recovery Plan’s recommendation that the species should be reintroduced into as many localities as possible near MCB Camp Pendleton (p. G–16).

Least bell’s vireo (FE,SE): This species utilizes riparian habitat and **is found along Loma Alta Creek**, with a significant population (over 100 LBV territories) found nearby (2 miles away) on the Lower and Middle San Luis Rey River². **The project will restore potential riparian habitat for this species. Because the species occurs nearby, there is a high probability that restored, high quality habitat will be used by the vireo.** The USFWS 1998 Recovery Plan

¹ Swift CC, Spies B, Ellingson RA, Jacobs DK(2016). A New Species of the Bay Goby Genus *Eucyclogobius*, Endemic to Southern California: Evolution, Conservation, and Decline. PLoS ONE 11(7): e0158543.

² Allen, L.D., and Kus, B.E., 2019, Distribution and abundance of Least Bell’s Vireos (*Vireo bellii pusillus*) and Southwestern Willow Flycatchers (*Empidonax traillii extimus*) on the middle San Luis Rey River, San Diego County, southern California—2018 data summary: U.S. Geological Survey Data Series 1109, 12 p., <https://doi.org/10.3133/s1109>

identifies the loss and/or alteration of riparian woodlands as a major contributor to the decline of least Bell's vireo populations and distribution. The project implements the Recovery Plan's Recovery Action 1.7 to control nonnative plant species; Recovery Action 3.4 to conduct habitat restoration; and Recovery Action 6 to provide public education.

Light-footed Ridgway's Rail (FE, SE): Buena Vista Lagoon (1 mi south of the project area) and the San Luis Rey River mouth (2 mi north) have both supported breeding pairs of this species as recently as 2015 and 2016. The Buena Vista Lagoon population was introduced as part of a captive recovery program in 2011. **The project will restore potential marsh habitat for this species by removing fill to restore marsh and by improving water quality.** Poor water quality and contaminants reduce rails' prey base (crabs, clams, and other salt marsh invertebrates) and threaten rail health. The 1985 Recovery Plan calls for the assessment of potential rail habitat in numerous coastal wetlands, large and small, and the enhancement of rail habitat where potential habitat exists. The Plan calls for the restoration of rails at Buena Vista Lagoon, near the project area. The project will implement the Plan's recommendations to restore and enhance marsh, to control pollutants, and to resolve water quality problems, as well as furthering Action 25: Manage habitat in San Diego County. The 2009 USFWS Five Year Review states that marsh habitat in Southern California is no longer threatened with development due to legal protections, but that degradation is an ongoing threat, and "active management is needed to maintain and create new habitat." The project will further the following actions identified in the Five-Year Review:

Identify opportunities through the Service's...Coastal Programs to promote conservation and restoration of light-footed clapper rail habitat. Marshes which include potential habitat but are not currently occupied by light-footed clapper rails should be examined to determine if restoration may increase the value of its habitat for the species...

Belding's Savannah Sparrow (SE): This species occurred 1 mile south of the project area in Buena Vista Lagoon until 2006 and is still present in small marshes in the region, such as the Kendall Frost Reserve in San Diego. **It occurs in pickleweed marsh, which the project will restore to Loma Alta Slough.** A statewide survey³ of this species carried out by CDFW recommends focusing on restoring high marsh with adjacent upland and transition zones. The project, while limited in extent, does feature a transition zone and adjacent upland habitat, which would provide a refuge for this species to escape flooding, thereby implementing the recommendations of the 2015 CDFW survey.

California Least Tern (FE, SE) nests in large numbers at the mouth of the Santa Margarita River in Camp Pendleton, 4.5 miles north of the project area, and has been documented foraging extensively at Oceanside Harbor and in the mouth of the San Luis Rey River, which is considered a critical location for the species, 2 miles north of the project area. According to the 2005 USFWS Status Review, Camp Pendleton nesting areas made up 19% of the total US breeding population. Poor water quality threatens the fish in the project area that least terns depend on for food. The project will improve water quality by restoring marsh and riparian habitat. **The project will enhance foraging habitat for this species,** which includes marsh and

³ Zembal, R., S. M. Hoffman, and R.T. Patton. 2015. A survey of the Belding's Savannah sparrow (*Passerculus sandwichensis beldingi*) in California, 2015. Calif. Dep. Fish and Wildlife, Wildlife Branch, Nongame Wildlife Program Report, 201502, Sacramento, CA 20 pp.

estuarine habitat. The 1985 Recovery Plan calls for protection and management of non-nesting habitat, including foraging areas (Action 2), noting “if efforts to preserve colonies are to be successful, the associated feeding areas also must be preserved.” The Recovery Plan recommends that “responsible management agencies investigate and implement actions that are needed to improve feeding conditions for least terns in wetland ecosystems which lack adequate fish populations,” and notes that pollution is a threat to fish populations. The project will also further the implementation of a conservation education program (Action 7).

Coastal California gnatcatcher (FT) is a small, insectivorous bird endemic to southern California and Baja California, Mexico. It occurs in a variety of sage scrub habitats and uses adjacent chaparral, grassland, and riparian habitats. Its habitat has become highly fragmented as the result of development. **A core population of California gnatcatchers with over 30 pairs occurs in the City of Oceanside⁴**, with an additional core population nearby in Camp Pendleton supporting 436 occupied sites in 2014. The project will benefit the species by restoring 1.5 acres of coastal sage scrub providing foraging and nesting habitat, as well as adjacent riparian habitat. Although this habitat will be adjacent to developed areas, studies suggest that California Gnatcatchers tolerate nearby construction and high noise levels. In fact, nearly 20% of the locations recorded for this gnatcatcher in San Diego County occurred within 500 feet of major roads. There is no federal recovery plan for this species. The project implements the recommendation of the USFWS 2010 Five Year Status Review for the species to restore coastal sage scrub habitat.

California Brown Pelican (DL- Federal, State Fully Protected): The brown pelican was federally listed as an endangered species on October 13, 1970. The California population of this species was delisted due to recovery on November 17, 2009. **Brown pelicans have been documented in the project area and are a regular post-breeding and winter resident in estuaries in the project vicinity.** Brown pelicans utilize shallow estuarine waters for foraging and will directly benefit from the project’s marsh habitat restoration and water quality improvement. The project helps to fulfill the following objective of the California Brown Pelican Recovery Plan (USFWS 1983): *“Assure long-term protection of adequate food supplies and essential nesting, roosting, and offshore habitat throughout the subspecies’ range.”*

6. Benefits to fish. The project will restore and enhance fish habitat in Loma Alta Slough, restoring marshes and riparian habitat that will serve as rearing habitat, and enhancing water quality. In addition, the City of Oceanside is working with businesses and residents in the watershed to reduce the influx of contaminants and thereby enhance water quality. Loma Alta Creek is a small coastal stream with extensive development and supports a small number of native fish species (Table 4 below). However, the nearshore marine environment in Oceanside supports many fish species, including important sports and commercial fisheries, such as mackerel, sardines, halibut and sandbass. Restoring estuarine habitat and enhancing water quality in Loma Alta Slough could provide nursery habitat for these species during the period when the estuary is open to the ocean. NOAA identifies the nearshore environment adjacent to the project area in Oceanside as Essential Fish Habitat (EFH) for Pacific Coast Groundfish, and

⁴ Mock, P.J. California gnatcatcher (*Polioptila californica*). San Diego County Plant Atlas (continually updated): The plants of San Diego and Imperial Counties, California. San Diego (CA): San Diego Natural History Museum; date accessed, <http://SDPlantAtlas.org>. Accessed 6/18/20.

identifies the nearby San Luis Rey River estuary as a Habitat Area of Particular Concern (HAPC). NOAA identifies Essential Fish Habitat (EFH) as waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. Tidal marshes and estuaries are EFH because they are vital habitats for marine fishes that use the shallow protected habitat as rearing zones for juveniles. Without these habitats, juvenile fish would be exposed to physical forces beyond their swimming capabilities as well as high predatory pressure from lack of shelter. NOAA's Pacific Coast Groundfish Management Plan (Groundfish Plan) identifies estuaries as providing important habitat for marine organisms including groundfish, such as halibut (NOAA 2005). A conservation goal of the Groundfish Plan is to "Prevent overfishing and rebuild overfished stocks by managing for appropriate harvest levels and prevent, to the extent practicable, any net loss of the habitat of living marine resources." The project will fulfill this goal by enhancing nursery habitat in Loma Alta Slough by improving water quality and increasing populations of prey items such as benthic invertebrates and small fish. The 6 species in the table below were documented in Loma Alta Creek, and will benefit from the project.

Table 4. Fish species currently or historically documented in Loma Alta Creek/Slough⁵

Species	Importance	Project benefit
Southern tidewater goby (<i>Eucyclogobius kristinae</i>)	Federally endangered	See Ranking Criteria #5 above
Striped mullet (<i>Mugil cephalus</i>)	Valued sport fish. Play important ecological role as detritovore and prey item.	All life stages mainly inhabit estuarine areas and will benefit from estuarine restoration and enhancement
Coastal threespine stickleback (<i>Gasterosteus aculeatus aculeatus</i>)	Important prey species. Modulates eutrophication impacts on other species through density and trait-mediated effects ⁶	Spawns in estuaries and freshwater streams. The Aquarium of the Pacific notes that pollution and loss of spawning habitat due to development can impact populations. ⁷ Will benefit from estuarine habitat restoration and enhancement.
California killifish (<i>Fundulus parvipinnis</i>)	Important in the estuarine food web.	Reside in estuaries, marshes, and the nearshore and feed on plankton and invertebrates. Benefit from estuarine habitat restoration and enhancement through expanded habitat and improved foraging.

⁵ UC Davis California Fish Website. Accessed May 21, 2020. Available:

<http://calfish.ucdavis.edu/location/?ds=698&reportnumber=1293&catcol=4712&categorysearch=%27Loma%20Alt%20Creek%20Frontal%20Gulf%20of%20Santa%20Catalina%20D180703030504%27>

⁶ Candolin, U. 2019. The threespine stickleback (*Gasterosteus aculeatus*) as a modifier of ecological disturbances. *Evolutionary Ecology Research* 20: 167–191.

⁷ http://www.aquariumofpacific.org/onlinelearningcenter/species/threespine_stickleback

Staghorn sculpin (<i>Leptocottus armatus</i>)	Preys on crabs, shrimps and amphipods, fish, polychaete worms and mollusks.	Primarily found in bays and estuaries. Larval and juvenile development commonly occurs in estuaries. Benefit from estuarine restoration and enhancement through expanded nursery habitat and improved foraging. Project mitigates threats to species from shoreline development and armoring identified by the Pacific Estuarine and Marine Fish Habitat Partnership ⁸ .
Coastal Rainbow Trout/ Southern California Coast Steelhead (<i>Oncorhynchus mykiss</i>)	May be anadromous (FE) or freshwater form.	Historically present and still present in San Luis Rey River 2 miles from project area. Restoration could help restore conditions for this species. The 2012 Southern California Steelhead Recovery Plan notes that “the loss of estuarine functions caused by filling and pollution from point and non-point agricultural and urban waste discharges need to be addressed further in this region” referring to the region encompassing the project area.

7. Benefits to coastal-dependent or migratory birds. The project will restore valuable riparian, marsh, and transition zone habitat and enhance water quality for listed species such as the least bell’s vireo, Belding’s savannah sparrow, and California least tern, as well as other coastal dependent or migratory bird species of concern, including Allen’s hummingbird and wrentit. Many bird species will benefit from improved water quality from project actions and associated efforts to reduce upstream pollutant influxes. Improved water quality will result in increased numbers of fish and invertebrate prey. The project vicinity is used by over 200 species of birds, including several endangered species. The project vicinity is designated as the North San Diego Lagoons Audubon Important Bird Area, which includes the Buena Vista Lagoon (one mile south of the project area) and the San Luis Rey River Estuary (two miles north).⁹ The North San Diego Lagoons support large numbers of wintering waterfowl (tens of thousands) and

⁸ Hughes, B. B., M. D. Levey, J. A. Brown, M. C. Fountain, A. B. Carlisle, S. Y. Litvin, C. M. Greene, W. N. Heady and M. G. Gleason. 2014. Nursery Functions of U.S. West Coast Estuaries: The State of Knowledge for Juveniles of Focal Invertebrate and Fish Species. The Nature Conservancy, Arlington, VA. 168pp

⁹ <https://www.audubon.org/important-bird-areas/north-san-diego-lagoons>

waders during migration and winter. Restoration of riparian and estuarine/palustrine marsh habitats will fulfill regional goals discussed under the following plans for bird species.

California State Wildlife Action Plan (2015): The bird species benefitting from the project and listed in the California State Wildlife Action Plan as having the greatest conservation need in the South Coast Province are the California least tern, least Bell's vireo, northern harrier, and yellow-breasted chat. All these species utilize the project area.

U.S. Shorebird Conservation Plan (2001): The project area is in the Southern Pacific Region of the U.S. Shorebird Conservation Plan (SCP). This region is used by millions of shorebirds annually travelling along the Pacific-Asiatic Flyway. The project will benefit migratory and wintering populations of key shorebird species through restoration and enhancement of estuarine and mudflat habitat associated with a small coastal estuary utilized by shorebirds. Key shorebird species that have been identified in the project vicinity using Loma Alta Slough and its mouth at Buccaneer Beach¹⁰ or nearby San Luis Rey river mouth¹¹ that are addressed in the SCP include American avocet, Black-bellied plover, Black-necked stilt, Semipalmated plover, Spotted sandpiper, Western sandpiper, marbled godwit, long-billed curlew, Whimbrel, and Willet. Principle shorebird habitat identified by the SCP and enhanced by the project includes marshes and shallow subtidal areas that provide essential shelter and food to migratory shorebirds. The project will also restore adjacent uplands and transition zone, which the SCP identifies as important for breeding and migrating shorebirds.

As key shorebird habitat will be enhanced by the project, implementation of the project will fulfill the following Goals and Strategies for the Southern Pacific Region (pages 34-35):

- *“Ensure that adequate quantity and quality of habitat is identified and maintained to support the different shorebirds that breed in, winter in, and migrate through the Pacific Region.”*
- *“Increase migratory and wintering populations of all key shorebird species in the region through habitat protection, management and restoration.”*
- *“Conduct critical management activities in each habitat type, including protecting coastal wetlands.”*

North American Waterbird Conservation Plan for Bird Conservation Region 32 – Coastal California (2011): The project is located within Coastal California Bird Conservation Region 32 (BCR32) of the North American Waterbird Conservation Plan (Kushlan et al. 2002). The project will enhance important migratory bird habitats identified by the Waterbird Conservation Plan. The Coastal California (BCR32) Waterbird Conservation Plan (Shuford 2014) recognizes that almost all coastal estuaries in Coastal California are important to waterbirds. Wintering, migrating, staging, and postbreeding waterbirds congregate in shallow bays and estuaries to rest and acquire sufficient food stores that enable them to migrate or disperse back to breeding areas to nest successfully. The project vicinity provides foraging habitat identified by BCR32 plan, including emergent vegetation and shallow estuarine waters. Waterbird species that have been identified adjacent to the project area¹² that are addressed in the BCR32 Waterbird Conservation Plan include California brown pelican, California least tern, American coot, American white

¹⁰ Ebird record for project area: <https://ebird.org/hotspot/L631083>

¹¹ Ebird record for San Luis Rey River mouth: <https://ebird.org/hotspot/L635454>

¹² Ebird records for project area: <https://ebird.org/hotspot/L631083>, and for San Luis Rey River mouth: <https://ebird.org/hotspot/L635454>

pelican, black-crowned night-heron, Bonaparte's gull, California gull, Caspian tern, ring-billed gull, snowy egret, western grebe, and western gull. It is likely that additional waterbird species utilize the project area.

The project will benefit waterbirds using the project area (Table 1) and provide education to the public about waterbirds, addressing the following goal and strategy in the WCP:

- *The Habitat Goal is to protect, restore, and manage sufficient high-quality habitat and key sites for waterbirds throughout the year to meet species and population goals.*
- *The Strategy is to implement conservation and management actions.*
- *Maintain the current diversity and abundance of waterbirds and the ecological integrity of the suite of habitats or other vital features that support them.*
- *Provide readily available food, protection from predators, and isolation from disturbance for nonbreeding waterbirds.*
- *Foster education and outreach to the general public to inform them of the intrinsic value of waterbirds and the ecological and human benefits of sustaining and enhancing waterbird habitats.*

Region 1 Seabird Conservation Plan (2005): The project area is located within the California Current System Terrestrial Habitat discussed within USFWS Region 1 Seabird Conservation Plan (2005). Seabirds spend most of their life at sea feeding on fish, squid, and other invertebrates but return to land to breed. Seabird species covered in the plan that have been identified foraging adjacent to the project area include California least tern, California brown pelican, western gull, ring-billed gull, Caspian tern, and California gull⁹. The project vicinity contains foraging habitat for seabirds that will be enhanced by the project, fulfilling the seabird conservation goal of maintaining and protecting seabird habitats, including roosting, foraging, migrating, and wintering. The project's education and stewardship components will also fulfill the goal to increase and improve opportunities for people to view, enjoy, and learn about seabirds of the Pacific Region.

North American Waterfowl Management Plan (2012): The project will fulfill the goal of the North American Waterfowl Management Plan (NAWMP) to conserve wetlands and related habitats sufficient to sustain waterfowl populations at desired levels, while providing people with ecological services that benefit society and places to recreate. Waterfowl species that have been identified in the project vicinity that are addressed in the NAWMP include American wigeon, northern shoveler, lesser scaup, mallards, bufflehead, and red-breasted merganser¹³.

Sonoran Bird Conservation Plan (2006) and Sonoran Waterfowl Management Supplement (2007): The project area is within the boundaries of the Sonoran Joint Venture. The project will benefit the following priority species from the 2006 plan: bushtit, Allen's hummingbird, least bell's vireo. The project will help implement the following Conservation Actions in the Sonoran Bird Conservation Plan: Begin reconstruction of natural riparian processes and habitat; develop education programs. The project will further the following objectives of the SJV's 2007 Waterfowl Management Supplement:

1. *Enhancement of habitat. This treatment entails re-establishment of historic functions of wetlands.*

¹³ Ibid.

2. *Restoration of degraded habitat by reestablishing naturally occurring functions. This conservation tool includes restoring salinities or freshwater levels, **water quality and quantity, including seasonality of flooding, and recreating a diversity of topography such as, swales, islands, and broad slopes.***

California Riparian Bird Conservation Plan Version 2.0 (2004): The California Partners in Flight Riparian Bird Conservation Plan's focal species include the following species that will benefit from the project: least Bell's vireo, yellow breasted chat, spotted sandpiper, yellow warbler, and song sparrow. The project will implement the following Plan recommendations:

3.1. Restore and manage riparian forests to promote structural diversity and volume of the understory.

3.2. Restore the width of the riparian corridor.

7.3. Control and eradicate non-native plant species.

Table 5. Bird Species of Conservation Concern known to occur at Loma Alta Slough and Creek/Buccaneer Beach or the immediate vicinity (e.g. San Luis Rey River Mouth, Buena Vista Lagoon). SSC=Species of Special Concern, FP=State Fully Protected, FT=federally threatened, FE=Federally Endangered, SCP=US Shorebird Conservation Plan, BCR=Bird Conservation Region 32 NAWCA Priority Species, NAWMP=North American Waterfowl Management Plan species, RH- Riparian Habitat JV Plan, SJV- Sonoran JV Plan, SWAP- State Wildlife Action Plan

Common Name	Federal, State, or Conservation Plan Status	Project benefit
Least bell's vireo	FE/SE/SWAP	Restoration of riparian scrub
Nuttall's woodpecker	-/-/SJV Continental Concern	As above
Belding's savannah sparrow	-/SE/-	Enhancement of foraging habitat
Northern Harrier	-/SSC/SWAP	Enhancement of foraging habitat
California least tern	FE/SE/SWAP	As above
Yellow breasted chat	-/SSC/SWAP	Restoration of riparian scrub
Long-billed Curlew	-/-/SCP Management Attention, BCR	Restore foraging habitat and improve water quality
Light footed ridgway's rail	FE/SE/-	Restore foraging habitat
Marbled Godwit	-/-/SCP Management Attention, BCR	Same benefit as for long-billed curlew
Western Sandpiper	-/-/SCP Long-term planning and responsibility, Moderate Climate Change Vulnerability	
Willet	-/-/SCP High Concern	
Spotted sandpiper	-/-/SCP Least concern	

Semipalmated plover	-/-/SCP Least concern	
Black bellied plover	-/-/SCP High Concern	
Black necked stilt	-/-/SCP Least concern	
American Avocet	-/-/SCP Long-term planning and responsibility	
Kildeer	-/-/SCP Common shorebirds in decline	
Whimbrel	-/-/BCR, SCP High Concern	
Allen's hummingbird	-/-/BCR	Restoration of riparian habitat
Bushtit	-/-/SJV Regional Concern	Enhancement of foraging habitat in marshes
Mallard	-/-/NAWMP	
American wigeon	-/-/NAWMP	
Northern shoveler	-/-/NAWMP	
Lesser scaup	-/-/NAWMP	
Bufflehead	-/-/NAWMP	Enhancement of wintering estuarine habitat
Red-breasted merganser	-/-/NAWMP	Restored and enhanced foraging and nesting habitat
Light-footed Ridgway's rail (FE, SE)	FE/SE/-	
California brown pelican (DL)	DL/-/Seabird and Waterbird Cons. Plan species	Enhanced foraging habitat
Coastal California gnatcatcher	FT/-/-	Enhanced foraging habitat

8. Prevent or reduce contamination. The project will improve water quality by restoring wetlands and enhancing estuarine circulation, resulting in improved nutrient cycling and filtration of nutrient inputs from the upstream watershed. Ongoing efforts by the City of Oceanside to reduce upstream inputs of nutrients and other pollutants will enhance estuarine water quality as well. Water quality issues resulting from urbanization have been ongoing in Loma Alta Slough since the 1960s. Currently, Loma Alta Creek and Slough are on California's Clean Water Act 303(d) list of impaired water bodies for a variety of inhibiting constituents, notably indicator bacteria, eutrophic conditions and benthic community impairments. Assimilation of nutrient loading is greatly diminished by the concrete lining and straightening of the creek and slough to control flooding of urban properties within the floodplain. The poor water quality of the Slough leads to public health concerns at Buccaneer Beach, which is currently addressed by UV treatment when water quality is severely impaired. The freshwater runoff that comes into the Slough when the estuary is closed, during what should be the dry summer months, leads to an increase in urban contaminants, hypoxic conditions, and harmful algal growth. Historically, Loma Alta Creek upstream from the Project area was an ephemeral stream that only flowed during the wet season. Urbanization has resulted in perennial dry-

weather flows that provide a continuous source of freshwater and nutrients. These flows contribute to stratified water column conditions in the summer months, resulting in hypoxic and eutrophic conditions impairing water quality. Watershed urbanization, sedimentation, channel engineering, degraded water quality, and wetland fill have degraded the health of the Slough. Due to the ongoing water quality impairments at Loma Alta Slough, the San Diego Regional Water Quality Control Board (SD-RWQCB) developed a Draft Total Maximum Daily Load (TMDL) for phosphorus in 2014 to address the nutrient-driven eutrophic conditions in the dry season. The City of Oceanside is currently implementing an alternative TMDL compliance program to improve conditions at the Slough through comprehensive watershed management efforts, including education and outreach efforts and inspection programs to reduce over-irrigation leading to illicit discharges of dry weather urban runoff into the slough. This effort is paired with intensive water quality monitoring. City watershed management efforts have resulted in quantifiable reductions in eutrophic conditions at the Slough measured by algal biomass and percent cover. The 2014 TMDL also recognized that habitat restoration could alleviate beneficial use impairments from pollutant loading.

Table 6. Project contribution towards reducing contamination

Contaminant or Water Quality Problem	Project Benefits
Phosphorus	Restored wetlands and hydrology will filter phosphorus and enhance nutrient cycling, while associated upstream efforts by the City will reduce inputs.
Excessive macroalgal growth	Restored wetlands and hydrology will result in filtration and uptake of nutrients and improved nutrient cycling, reducing excessive macroalgal growth
Low dissolved oxygen	Restored wetlands and hydrology will result in filtration and uptake of nutrients and improved nutrient cycling, reducing hypoxia that results from decomposition of macroalgae
Invasive exotics	The project will remove stands of Arundo, Phragmites, and areas of iceplant and hottentot fig, revegetating with native marsh species.
Debris	The project will remove riprap and fill to create a dynamic marsh system. Cleanups and stewardship events by volunteers and partners will remove trash and other debris.

9. Catalyst for future conservation. The project is Phase I of the Loma Alta Slough Restoration. Project implementation will directly catalyze Phase 2, protecting and restoring an additional acre or more of coastal wetlands in an adjacent parcel that the City is currently attempting to acquire, including transitional salt marsh. In addition, the restoration of Loma Alta Slough is part of an effort to restore and enhance the larger Loma Alta Slough watershed. The City of Oceanside is undertaking a habitat restoration project on Garrison Creek, a tributary to Loma Alta higher in the watershed. The Garrison Creek project includes 28 acres of invasive vegetation removal and native planting to improve native biodiversity and habitat for the federal- and-state-endangered southwestern willow flycatcher and least bell's vireo. In addition, the City is currently undertaking education and outreach efforts and inspection programs to reduce over-

irrigation by watershed residents and businesses leading to discharges of dry weather urban runoff into Loma Alta Slough and habitat degradation. These efforts will be strengthened by the project, which will help the public understand the value of Loma Alta Slough's wetlands and appreciate the investment being made to restore them.

The project will also build momentum for the restoration of Buena Vista Lagoon, a 220-acre coastal wetland located one mile to the south. The Carlsbad City Council approved the restoration plan for Buena Vista Lagoon in May 2020. The Buena Vista Lagoon Project is at an early stage, and will need to complete design and environmental compliance before beginning implementation. The successful implementation of Loma Alta Slough restoration will increase the public's enthusiasm for restoration of Buena Vista Lagoon and maintain support as this project moves towards completion, and restored habitat in the two projects will work together to provide larger benefits for wildlife.

The project is part of a regional effort to protect and restore coastal wetlands that includes the protection of 35 acres of riparian and associated upland habitat in the nearby San Luis Rey River in the City of Oceanside, which was funded by a NCWC grant to the Conservancy in 2017. Restoration and enhancement efforts along the San Luis Rey River have been ongoing for several years, including removal of giant reed and planting of native riparian species, and a current project by the San Diego County Water Authority to restore wetland and riparian habitat on ~40 acres along the river. The Loma Alta project and the San Luis Rey River projects will have synergistic benefits for species in the area such as Least Bell's Vireo.

10. Partners in conservation. Funding and resources for the Project have been committed by the State Coastal Conservancy, the City of Oceanside, the Urban Corps of San Diego, Preserve Calavera, the North County Coastal Group of the Sierra Club, I Love a Clean San Diego, and the Buena Vista Audubon Society (see attached letters of commitment). The total match amount is \$525,815 of which \$175,334 is post-award cash match. The following table lays out the contribution details.

Table 7. Partners in Conservation

Organization	Description of Investment	Project Contribution
California State Coastal Conservancy*	Cash for project planning and permitting and for construction. Pre-award costs comprise \$235,160 of this amount, while the remaining \$175,334 is a post-award cash match.	\$410,494
City of Oceanside	Staff time to provide technical support for construction	\$50,000
Urban Corps of San Diego	Support costs for crew time for stewardship and education activities (\$2,500 in pre-award costs)	\$5,000
Preserve Calavera	Volunteer time for outreach, stewardship, and education (no pre-award costs)	\$10,000

North County Coastal Group of the Sierra Club	Volunteer time for outreach, stewardship, and education (no pre-award costs)	\$5,086
I Love a Clean San Diego	Staff and volunteer time for stewardship and education events (pre-award)	\$24,676
Buena Vista Audubon Society	Volunteer time to conduct bird walks and monitoring (no pre-award costs)	\$719
Total		\$505,975

* The Coastal Conservancy has already granted \$235,160 in match funding for project planning and permitting, which will constitute pre-award costs. The additional \$175,334 in match may also come from other non-federal sources, such as the CA Ocean Protection Council

11. Federal share reduced.

Table 8. Federal Share Reduced

Activities	Funding Source	Funding Amount
Construction and project management	FWS NCWC	\$1,000,000
Planning, permitting, and construction	California State Coastal Conservancy*	\$410,494
Staff time to provide technical support for construction	City of Oceanside	\$50,000
Support costs for crew time for stewardship and education activities	Urban Corps of San Diego	\$5,000
Volunteer time for outreach, stewardship, and education	Preserve Calavera	\$10,000
Volunteer time for outreach, stewardship, and education	North County Coastal Group of the Sierra Club	\$5,086
Staff and volunteer time to conduct stewardship and education events	I Love a Clean San Diego	\$24,676
Staff and volunteer time to conduct bird walks and monitoring	Buena Vista Audubon Society	\$719
Total		\$ 1,505,975

*The Coastal Conservancy has already granted \$235,160 in match funding for project planning and permitting. The additional \$175,334 in match may also come from other non-federal sources, such as the CA Ocean Protection Council

The required non-federal match (1/3 of requested NCWC grant funds) is \$333,334. In-kind match is provided in the amount of \$95,481. Non-federal cash matching funds in the amount of \$410,494 will contribute \$172,641 in excess of the minimum requirement, significantly reducing the federal share.

12. Education/outreach program and wildlife-oriented recreation. The project will provide educational and recreational benefits in the form of improved trails and signage, as well as ongoing educational and stewardship programs.

Trails, overlook, and signage: Loma Alta Slough is adjacent to Buccaneer Beach Park and serves as a locally important wildlife viewing area and pedestrian corridor for public beach access from South Coast Highway. An existing footpath on the south side of the Slough connects the beach and park to the highway and is adorned with public art created by the South Oceanside community. The path passes through the degraded creek reach in the eastern project area. This area is infested with invasive shrubs and trees with a view of vacant and industrial land. The project will improve and expand the visitor experience at the Slough. After project implementation, the view from the existing path will be of restored wetlands and transition habitat with native plant communities. A new 1,200 ft trail will be built in the northern side of the project boundary. At least four interpretive signage stations will be installed along the trail system to educate visitors on the natural, social, and economic value of wetland conservation and restoration. One of these stations will be at an overlook in the northeast part of the project area and will provide a gathering place for educational groups like camps, classes, and volunteer groups.

Education and stewardship events: The City works with I Love a Clean San Diego, a non-profit, to hold four beach and creek cleanups annually in the Loma Alta Creek watershed, with some of these events attracting more than 170 volunteers. Five of these events were held in 2019 (see Partner Letters). These cleanups provide opportunities for community stewardship of the project area and watershed, as well as education regarding the wildlife value of the creek and slough. Two other non-profit partners, Preserve Calavera and the North County Coastal Group of the Sierra Club, have committed to help conduct outreach and recruit volunteers for eight of these stewardship and education events over the next two years (See partner letters). In addition, the City partners with Urban Corps of San Diego to clean up the creek and slough. Urban Corps is a non-profit that provides underserved, low-income young adults with education, life skills training, and paid work experience on community projects. This partnership educates young adults about the importance of coastal wetlands. The Buena Vista Audubon Society (BVAS) has committed to leading at least one bird walk per year and collecting and making available bird occurrence data via e-bird, as well as their website and newsletter. BVAS will also assist with project outreach. The project also includes a partnership with the environmental science program at California State University San Marcos (CSUSM). CSUSM students will visit the project area and collect data on water quality and habitat before and after project implementation. In addition, the City runs an education and outreach program for residents focused on enhancing water quality by avoiding overirrigating and improper or excessive use of fertilizer and pesticides. This program, which is carried out through mailing, public service announcements, workshops, and other means, reaches more than 20,000 residents of the watershed.

Buccaneer Beach at the mouth of Loma Alta Slough is utilized for surf fishing, especially in winter months. The project will enhance fishing and access for this activity by improving water quality, nursery habitat, and trails.

A summary table of the project's education and outreach program benefits is below:

Education/Outreach	Location	Benefits
Signage & new trail	Loma Alta Slough	Improved visitor experience and education on the benefits of the restoration project for thousands of visitors annually
Beach and creek cleanups	Loma Alta Creek, Buccaneer Beach (mouth of slough)	Cleanups held four times a year provide educational and stewardship opportunities for the public (average of 60 participants per event)
Urban Corps cleanups	Creek and slough	Regular cleanups provide educational and stewardship opportunities to Corpsmembers (~12 participants per event)
Bird walks	Loma Alta Slough and vicinity	2 annual walks to birdwatch and collect bird occurrence data (~12 participants per walk)
Cal State Univ. San Marcos study	Loma Alta Slough	Environmental science class will collect baseline and post-implementation data to learn about wetland restoration (~30 students)
City education program	Citywide	Residents will learn how to improve water quality through proper irrigation, fertilizer, and pesticide use (>20,000 residents)
Improved access and experience for surf fishing at Buccaneer Beach	Buccaneer Beach (mouth of slough)	Trail will provide another access for surf fishing and fishing will be enhanced by water quality and nursery habitat improvements

13. Other factors.

A. Benefits for Rare Species. In addition to the project benefits to listed species, the project will restore and enhance habitat for one rare plant species and three bird species of conservation concern, as shown in the table below. These species have been documented in or adjacent to the project area.

Southwestern spiny rush was observed onsite as scattered individuals within the cismontane alkali marsh on the northern and southern edges of the channel. This species has a California Rare Plant Rank of 4.2, designated by the California Native Plant Society (CNPS), signifying limited distribution and moderate threat in California, and the need for ongoing monitoring.

White-tailed kite is a Fully Protected animal under CDFW Fish and Game Code 3511 and will benefit from restoration and enhancement of marsh and transition zone, which will provide foraging habitat. The species has been documented utilizing the project area.

Cooper's hawk is proposed for coverage under the City's Multiple Habitat Conservation Plan (MHCP) Subarea Plan. The species is considered a Special Animal by CDFW as a Watch List species. This raptor has been documented onsite. It is urban-adapted and has high potential to nest in trees throughout the study area.

Species	Status*	Project Benefit
Southwestern spiny rush	CNPS 4.2	Present onsite. Will benefit from restoration and enhancement of salt marsh
Cooper's hawk	MHCP, CDFW Watch List	Observed onsite. Restoration and enhancement of breeding and foraging habitat
White-tailed kite	FP	Observed onsite. Benefits from enhancement of foraging habitat.

*CNPS=California Native Plant Society Listed, 4.2=Limited distribution and moderately threatened in CA, MHCP= Protected under County's Multiple Habitat Conservation Plan, FP=State Fully Protected

- B. Benefits for rare habitat types:** The project will restore and enhance two rare and sensitive natural communities, pickleweed salt marsh and coastal brackish marsh. These communities are designated as special status by CDFW and by the City's 2010 Subarea Plan, part of the San Diego County Multiple Species Habitat Conservation Plan.

California cordgrass marsh (coastal salt marsh)- ~90% of California's tidal marshes have been lost to development, and CDFW considers this to be a sensitive community, globally and statewide vulnerable (ranked G3 S3 by Nature Serve's Heritage Methodology). The project will restore and enhance salt marsh with pickleweed, California cordgrass and other native salt marsh species in the project area.

Coastal brackish marsh is a globally and state imperiled community (ranked G2 S2.1) and provides habitat for multiple listed species. It is listed as a sensitive community by CDFW. The project will restore coastal brackish marsh.

- C. Benefits for the local community:** The project will improve visitor experience in the project area and to the adjacent beach park by constructing an additional trail with a viewing area and educational signage between the beach and the South Coastal Highway along the project area. In addition, the project will enhance water quality and habitats in the project area, improving the area's aesthetics.
- D. Control of Invasive Species.** The project will remove stands of Arundo, Phragmites, and areas of iceplant and hottentot fig, revegetating with native marsh species. The City will work with Urban Corps and volunteers to conduct ongoing invasives removal. Once native vegetation has established, it is expected that spot removal of invasives will be adequate to maintain habitat values over the long term.

14. Additional Considerations. (1) The project would address the adverse effects of current activities leading to eutrophication and degradation of water quality, by restoring habitat that will filter excessive nutrients and improve nutrient cycling, building on associated efforts by the City to reduce influxes of nutrients and contaminants higher in the watershed. (2) The project would protect unique and significant biological diversity (See Ranking Criteria 5,6, and 7, and Ranking

Criteria 13: Other Factors, A & B above). (3) The project has lower costs per acre conserved compared to other projects in the region because it is located on City owned land, eliminating acquisition costs.

FIGURES [not included in 7-page limit]



Figure 1. Loma Alta Wetlands Enhancement Project – Vicinity Map

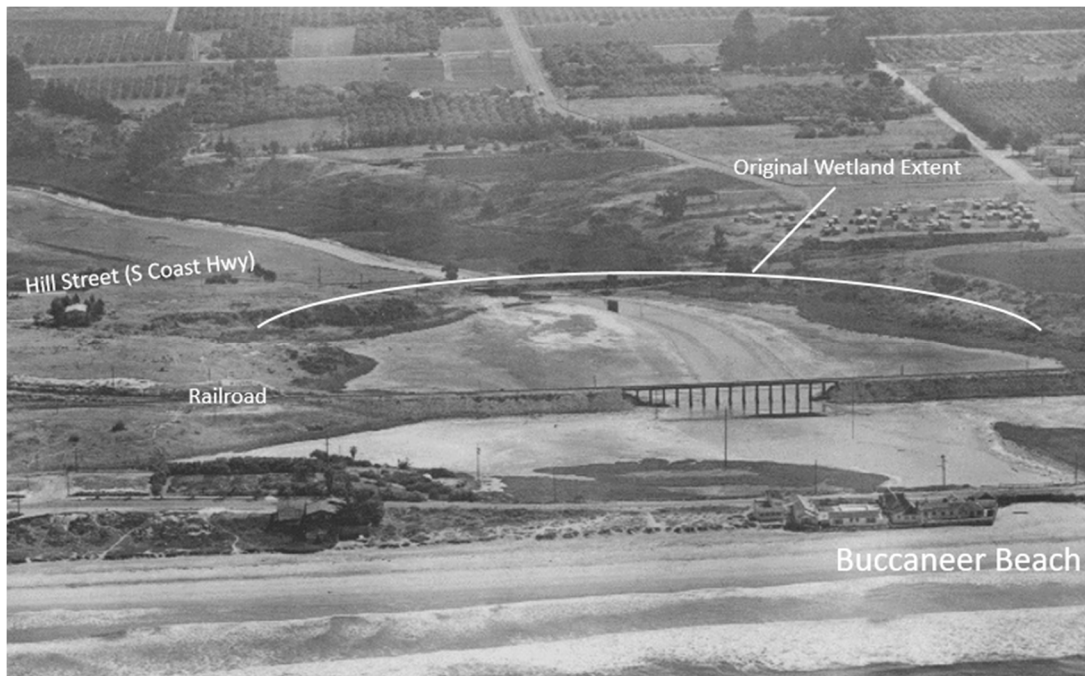


Figure 2. Loma Alta Slough circa 1946, showing the historical extent of the wetland system, comprised of salt marsh, mudflat, and transitional habitat zones.

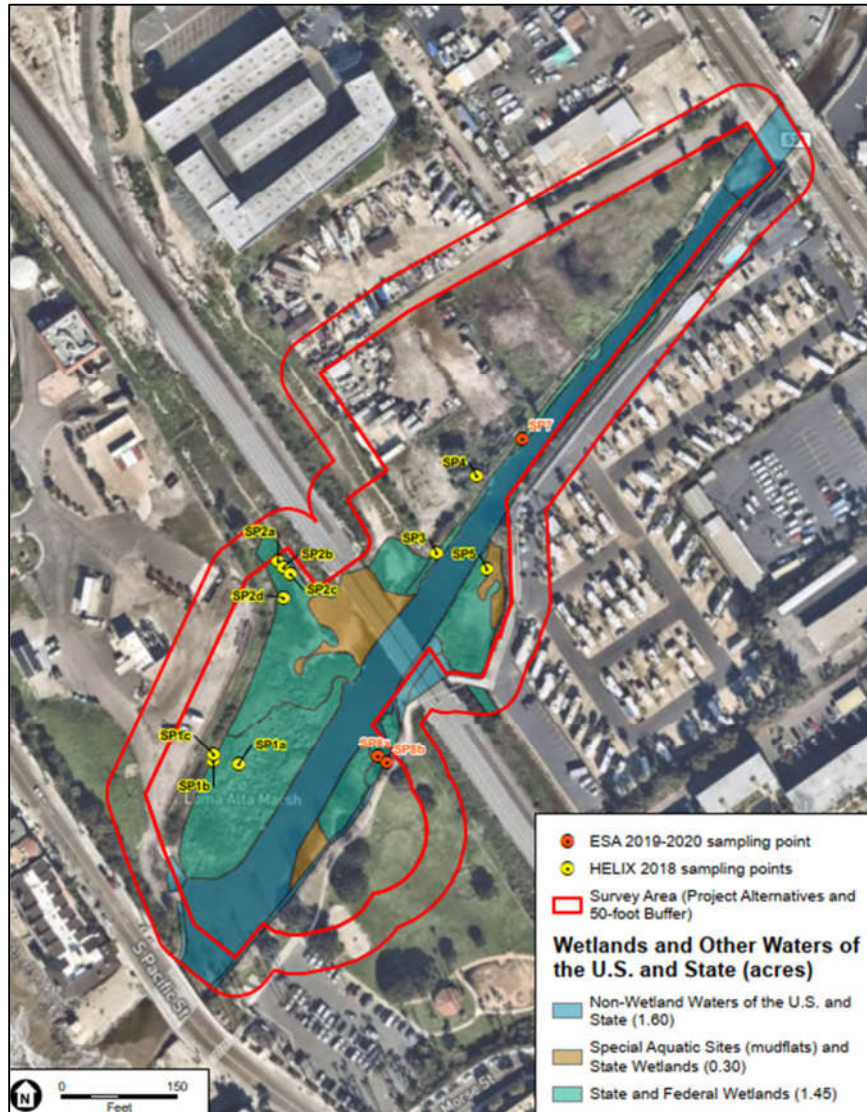


Figure 3. Jurisdictional Wetlands within LASWEP Project Area – Existing Conditions (ESA 2020)

Loma Alta Slough Wetlands Enhancement Project NCWC Proposal
Figures and Photographs

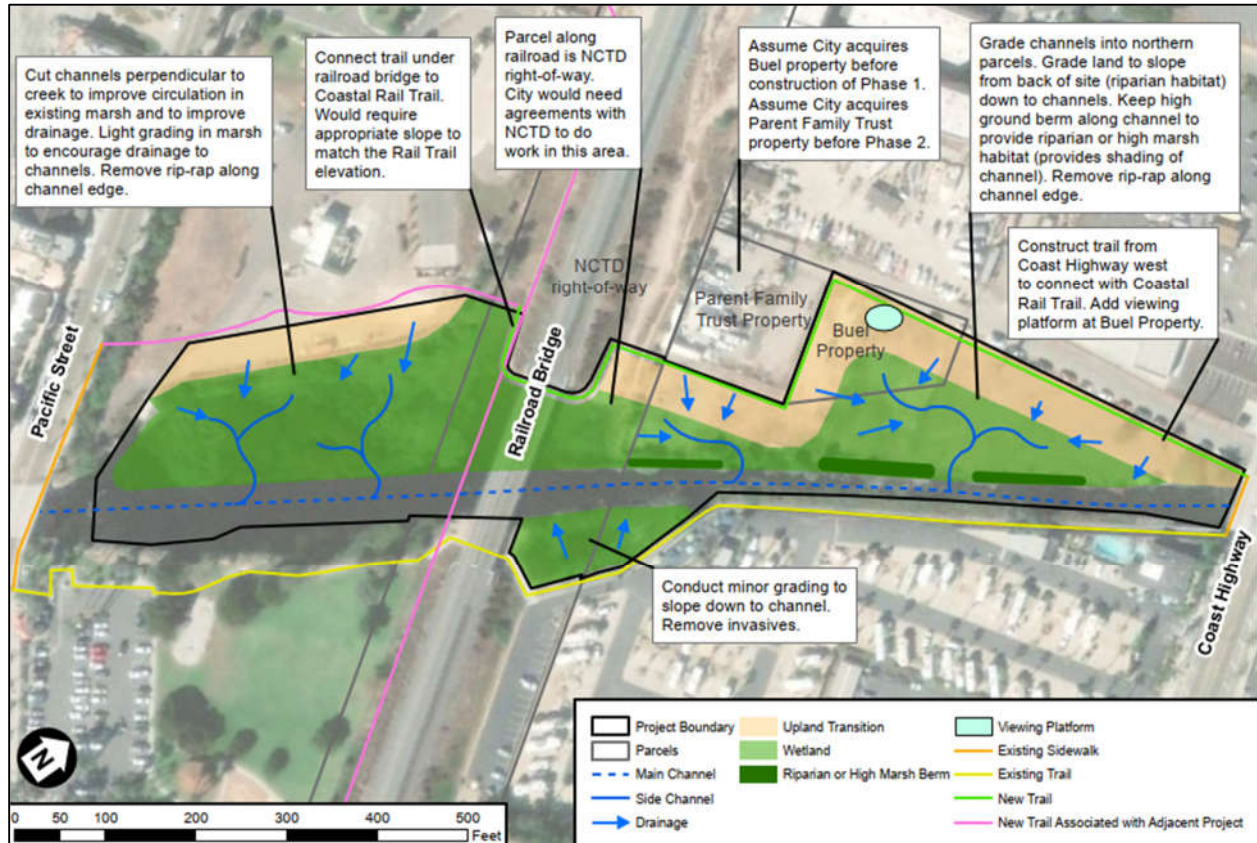


Figure 4. Final Preferred Design Alternative (Phase 1) – LASWEP Draft Feasibility Study (ESA 2020).

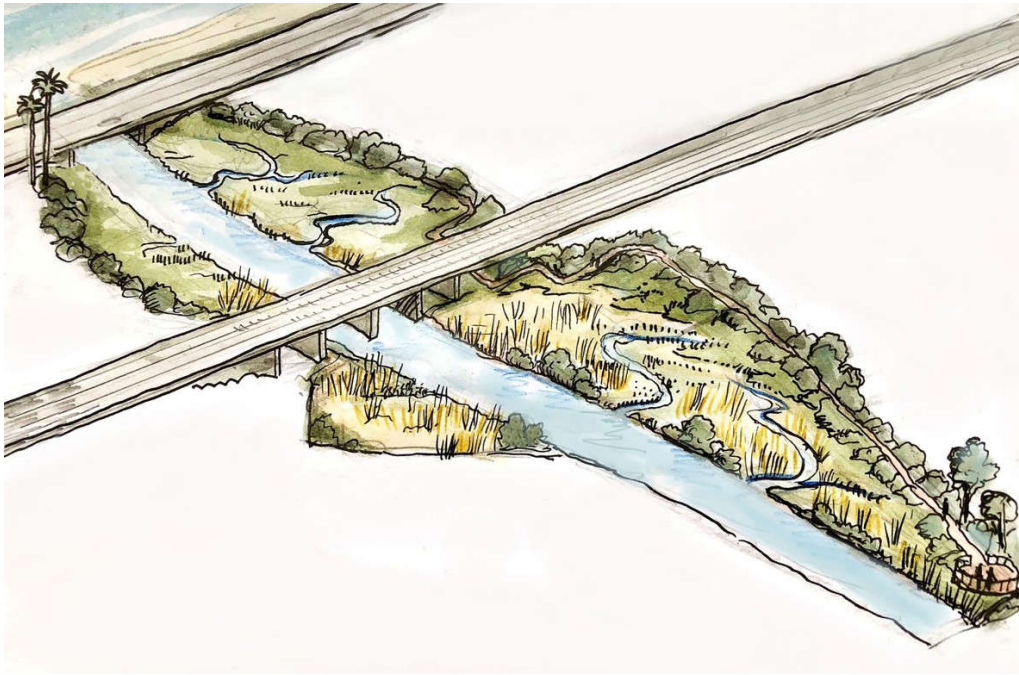


Figure 5. Artist's Depiction of Preferred Design Alternative looking SW at Pacific Ocean.

30% DESIGN PLANS FOR
LOMA ALTA SLOUGH WETLANDS
ENHANCEMENT PROJECT - PHASE I

GRADING PLAN DESIGN CERTIFICATES

1. ALL GRADING SHALL BE DONE UNDER THE OBSERVATION OF A QUALIFIED ENGINEER AND ENGINEERING GEOLOGIST AND IN ACCORDANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH IN THE CITY OF OCEANSIDE'S AND GEOLOGICAL REPORT PREPARED BY:

PE
STAMP

2. THESE GRADING PLANS HAVE BEEN REVIEWED, DESIGNED AND ARE FOUND TO BE IN CONFORMANCE WITH THE CITY OF OCEANSIDE'S AND SPECIFICATIONS OUTLINED IN THE SOILS AND GEOLOGICAL REPORT PREPARED FOR THIS DEVELOPMENT.

BY: _____ R.C.E. NO. _____ DATE: _____
BY: _____ C.E.G. NO. _____ DATE: _____

STAMP

"DECLARATION OF ENGINEER OF WORK"

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF OCEANSIDE IS A REVIEW FOR THIS LIMITED PURPOSE OF ENSURING COMPLIANCE WITH CITY PROCEDURES AND OTHER APPLICABLE POLICIES. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL MERITS OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS.

AS ENGINEER OF WORK, I AGREE TO INDEMNIFY AND SAVE THE CITY OF OCEANSIDE, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND ALL LIABILITY, CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE NEGLIGENCE, ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF WORK, MY EMPLOYEES, AGENTS OR CONSULTANTS.

ENGINEER _____ LICENSE NO. _____ DATE _____

PE
STAMP

SOILS ENGINEER CERTIFICATION (AS-BUILT)

I HEREBY CERTIFY THAT WE HAVE PROVIDED PROFESSIONAL TESTING AND ANALYSIS CONCERNING THE PREPARATION OF GROUND TO RECEIVE FILLS, REQUIRED COMPACTION, STABILITY OF ALL FINISH SLOPES, DESIGN SLOPES WHERE REQUIRED, THE ADEQUACY OF THE NATURAL GROUND FOR THE STABILITY OF CUT SLOPES WITH RESPECT TO GEOLOGICAL MATERIALS, AND THE ADEQUACY OF SUBDRAINS AND OTHER GROUNDWATER DRAINAGE SYSTEMS. THESE GRADING PLANS ACCURATELY REFLECT ALL CONDITIONS AND CONSTRUCTION RECOMMENDATIONS PREPARED FOR THIS PROJECT AS DATED.

SOILS ENGINEER OF RECORD: _____ NAME _____ LICENSE NO. _____

C.E.G.
STAMP

ENGINEERING GEOLOGIST OF RECORD: _____ NAME _____ LICENSE NO. _____

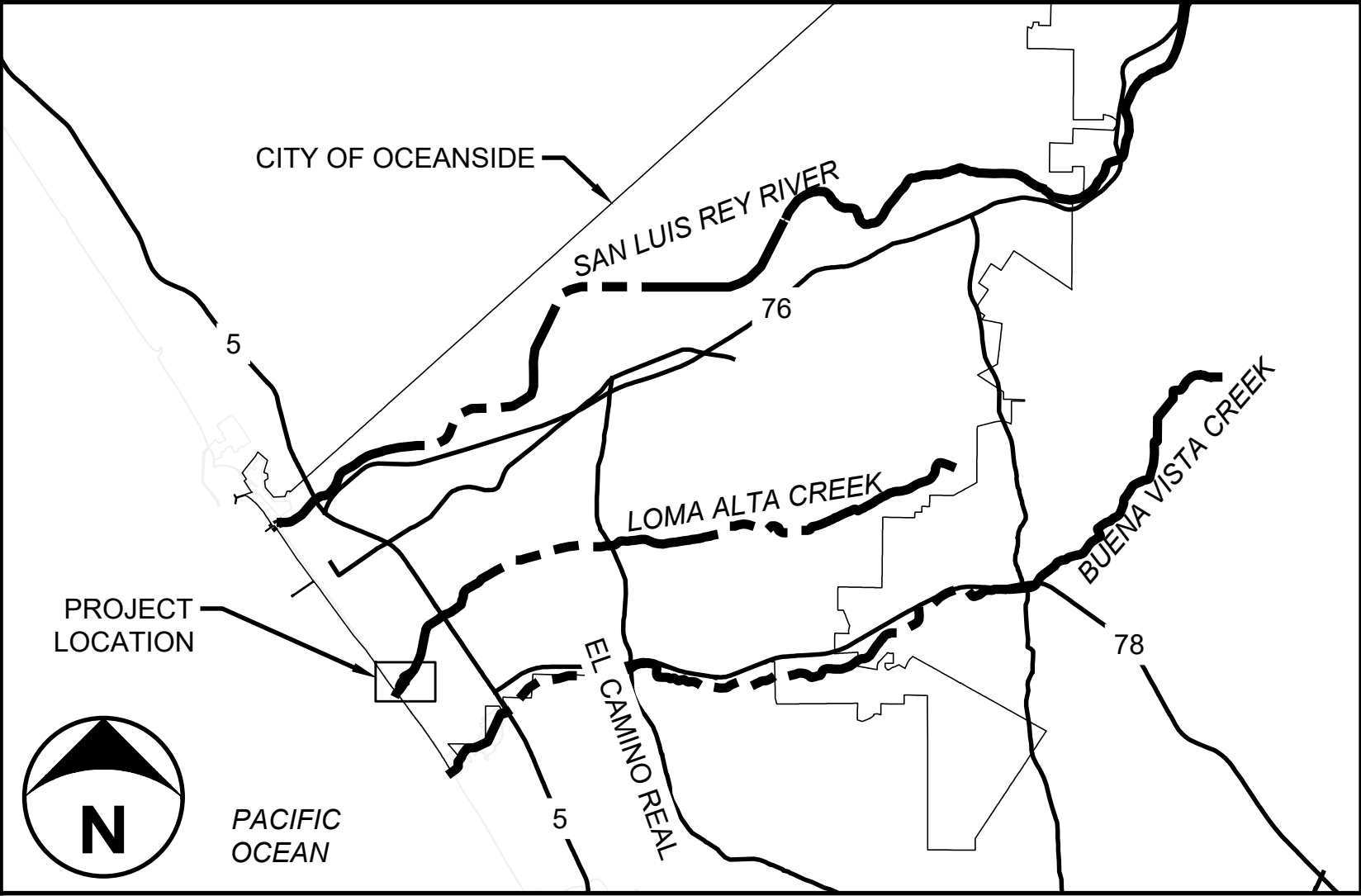
CIVIL ENGINEER CERTIFICATION (AS-BUILT)

I HEREBY CERTIFY THAT AS THE ENGINEER IN RESPONSIBLE CHARGE OF WORK FOR THIS PROJECT, I HAVE SUPERVISED THE CONSTRUCTION OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS INCLUDING THE PERIODIC OBSERVATIONS AND COMPLETED WORK TO DETERMINE GENERAL COMPLIANCE WITH THE CITY OF OCEANSIDE'S SPECIFICATIONS, AND THAT THE COMPLETED CONSTRUCTION IS IN ACCORDANCE WITH THESE PLANS.

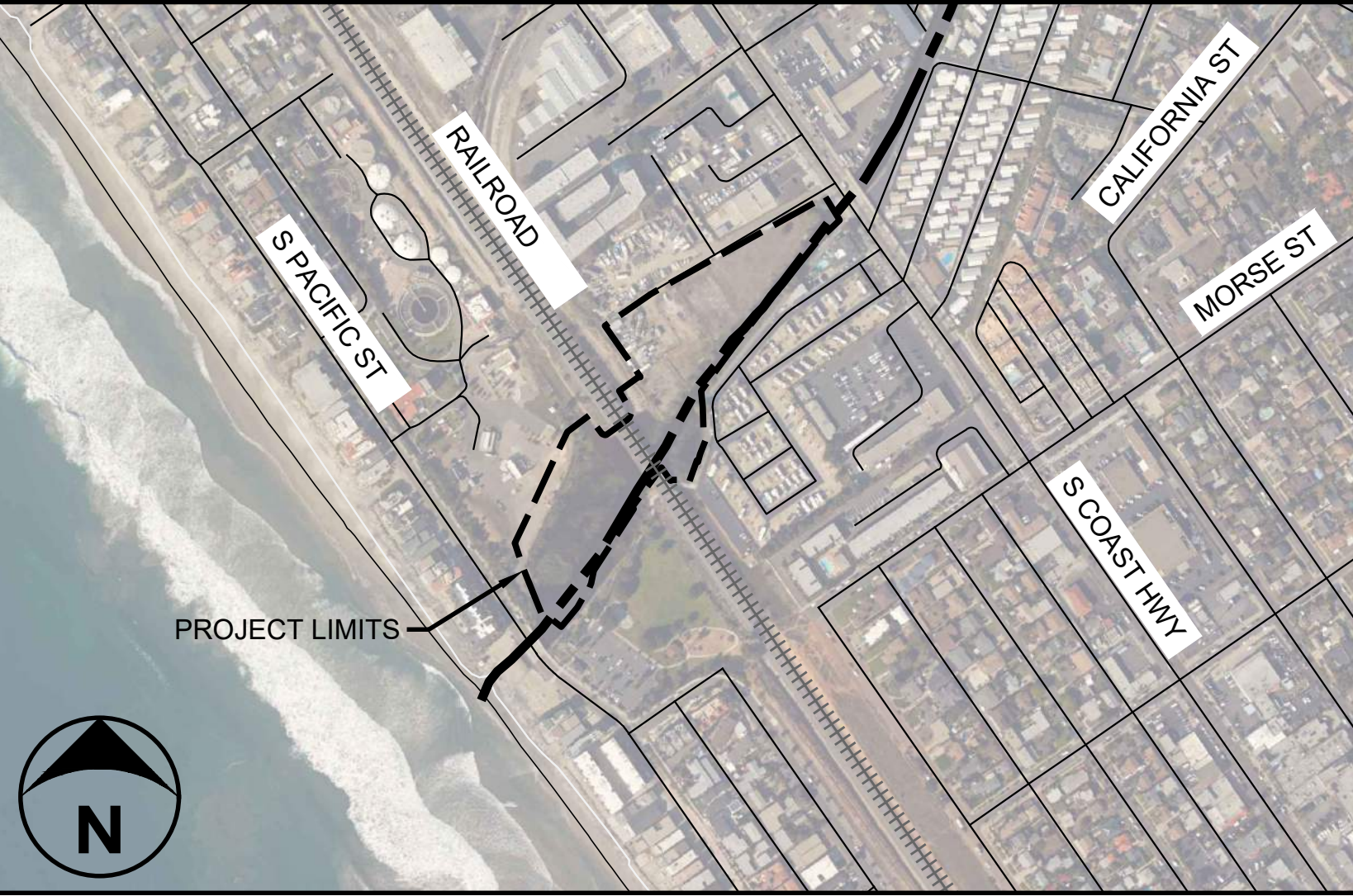
I ALSO CERTIFY THAT ALL CHANGES AND/OR CORRECTIONS DURING CONSTRUCTION, ALL INFORMATION AS REQUIRED BY THE CITY OF OCEANSIDE GRADING ORDINANCE, AND ALL RECOMMENDATIONS FROM THE CITY OF OCEANSIDE'S ENGINEERING AND ENGINEERING GEOLOGY REPORTS PREPARED FOR THIS PROJECT HAVE BEEN INCORPORATED IN THESE PLANS.

CIVIL ENGINEER OF RECORD: _____ NAME _____ LICENSE NO. _____

R.C.E.
STAMP



VICINITY MAP
NOT TO SCALE



LOCATION MAP
SCALE: 1" = 400'

SHEET INDEX

NUMBER	SHEET	DESCRIPTION
1	G-1	TITLE SHEET
2	G-2	GENERAL NOTES, ABBREVIATIONS & LEGEND
3	C-1	EXISTING CONDITIONS AND SITE DEMOLITION PLAN
4	C-2	GRADING PLAN
5	C-3	GRADING SECTIONS

STORM WATER MITIGATION PLAN NOTE

- A. ALL POST-CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPS) SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE APPROVED STORM WATER MITIGATION PLAN (SWMP).
- B. PROVIDE STENCILING OR LABELING OF ALL STORM WATER DRAIN INLETS AND CATCH BASINS WITHIN THE PROJECT AREA WITH PROHIBITIVE DUMPING LANGUAGE (E.G. "NO DUMPING - I LIVE DOWNSTREAM") AND/OR GRAPHICAL ICONS TO DISCOURAGE ILLEGAL DUMPING, SATISFACTORY TO THE CITY ENGINEER. STENCILING OR LABELING MAY ALSO BE REQUIRED IN SPANISH.

THE GEOTECHNICAL CONSULTANT SHALL PROVIDE A STAMPED AND SIGNED STATEMENT TO THE CITY OF OCEANSIDE ENGINEERING DIVISION STATING THAT THE STORM WATER MITIGATION PLAN MEETS THE CITY OF OCEANSIDE'S SPECIFICATIONS AND THE CITY OF OCEANSIDE'S APPROVED SWMP.

FEMA
FLOOD ZONE DESIGNATION:
BASE FLOOD ELEVATION (BFE):
FIRM PANEL NO. AND SUFFIX:
FIRM EFFECTIVE DATE:
FEMA CLOMR CASE NO:
SHOW FLOOD PLAIN AND FLOOD WAY LIMITS ON PLANS
(WHEN APPLICABLE)

R.C.E.
STAMP

DESIGNED BY:
J.JACKSON
DRAWN BY:
J.JACKSON

GEOTECHNICAL CONSULTANT APPROVAL
CITY OF OCEANSIDE
PLANS ARE CHECKED AND FOUND TO COMPLY WITH
THE CITY OF OCEANSIDE REQUIREMENTS:

APPROVED BY _____ DATE _____

THESE PLANS ARE PRELIMINARY UNLESS
SIGNED BY THE CITY ENGINEER

APPROVED CHANGES: CITY BENCHMARK:

NO.	DESCRIPTION	APPROVED	DATE

Description: _____
Location: _____
Record From: _____
Elev: _____ Datum: _____

WORK TO BE DONE:

EARTHWORK QUANTITIES	CUT	FILL
FILL CY CY
CUT CY CY
REMEDIAL WORK CY CY
IMPORT/EXPORT CY CY

SITE INFORMATION

SITE ADDRESS: _____
LEGAL DESCRIPTION: _____
APN: _____
ACREAGE: GROSS _____ NET _____ DISTURBED _____

OWNER/PERMITEE

OWNER/DEVELOPER NAME: _____ CONTACT NAME: _____
ADDRESS: _____
PHONE: _____ FAX: _____ E-MAIL: _____

SOILS ENGINEER

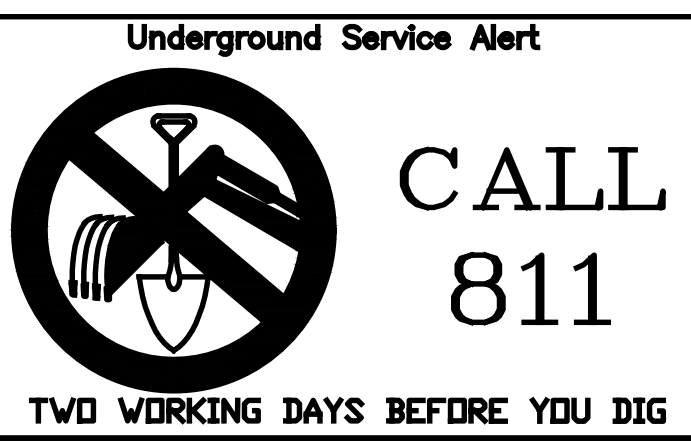
COMPANY NAME: _____ ENGINEER NAME: _____
ADDRESS: _____
PHONE: _____ FAX: _____ E-MAIL: _____

UTILITY COMPANY	EMERGENCY NO.
AT&T	1.(800).824.8420
COX	1.(800).234.5883
SAN DIEGO GAS AND ELECTRIC (SDG&E)	1.(800).811.7343
WATER UTILITIES (CITY)	1.(800).811.7343
TRAFFIC SIGNAL MAINTENANCE (CITY)	1.(800).811.7343
NORTH COUNTY TRANSIT DISTRICT (NCTD)	1.(760).888.8500

THE GRADING PLANS ARE APPROVED FOR A PERIOD OF TWO (2) YEARS FROM THE DATE SIGNED BY THE CITY ENGINEER. AFTER THE TWO (2) YEAR PERIOD HAS LAPSED, THE ENGINEER OF WORK WILL BE REQUIRED TO SUBMIT AND PROCESS UPDATED PLANS FOR THE CITY ENGINEER APPROVAL. UPDATED PLANS SHALL COMPLY WITH THE MOST CURRENT CITY STANDARDS, PRACTICES AND POLICIES, STATE AND FEDERAL REGULATIONS. GRADING PLAN EXPIRATION DATE: _____

WDID NO. FILE NO.

SHEET 1	CITY OF OCEANSIDE ENGINEERING DIVISION	X SHEETS
LOMA ALTA WETLANDS ENHANCEMENT PROJECT - PHASE I TITLE SHEET		
APPROVED		
CITY ENGINEER: BRIAN THOMAS P.E. 60807 Date: _____		
Prepared under the direction of Sign: _____ Print Name: _____	Reviewed By M.CARTER	PLAN NUMBER G-1



GENERAL NOTES

SAN DIEGO STANDARD GRADING PLAN DESIGN NOTES:

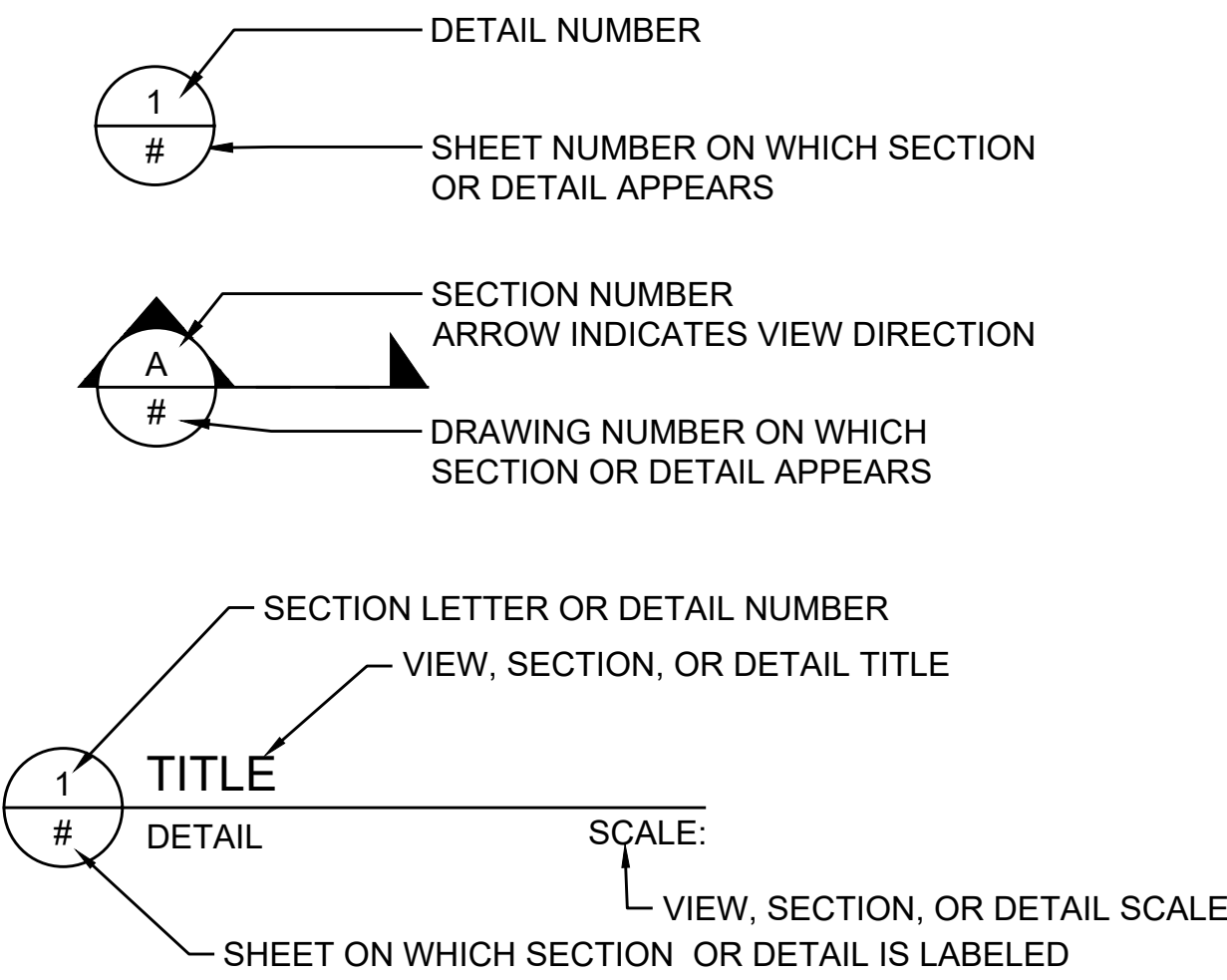
1. ALL GRADING AND DRAINAGE IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY'S CURRENT GRADING ORDINANCE, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WITH SUPPLEMENTAL SPECIFICATIONS) AND THE "SAN DIEGO AREA REGIONAL STANDARD DRAWINGS", AS AMENDED, CITY SUPPLEMENTS, AND THE EARTHWORK SPECIFICATIONS ATTACHED TO THE "PRELIMINARY SOILS".
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DESIGN, FOR SLOPE STABILIZATION OF ALL EMBANKMENTS OVER 3 FEET IN HEIGHT, WITHIN 45 DAYS OF THE SUBMITTAL OF PRELIMINARY GRADING. PERMANENT IRRIGATION SYSTEMS SHALL BE INSTALLED FOR EMBANKMENTS OVER 5 FEET IN HEIGHT (AND FOR ALL SLOPES ALONG MAJOR STREETS). LANDSCAPING SPECIFICATIONS AND PLANS AS REQUIRED, SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ISSUANCE OF THE GRADING PERMIT. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE OF SLOPE STABILIZATION AND LANDSCAPING UNTIL RELEASE OF THE GRADING BOND OR UNTIL INDIVIDUAL LOTS (OR LIVING UNITS) USE ESCROW, WHICHEVER OCCURS LATER.
3. ALL GRADING SHALL BE DONE UNDER THE OBSERVATION OF A QUALIFIED SOILS ENGINEER.
4. CUT AND FILL SLOPES SHALL BE TRIMMED TO THE FINISH GRADE TO PRODUCE A SMOOTH AND UNIFORM SURFACE OF CROSS SECTION. THE SLOPES OF EXCAVATIONS OR EMBANKMENTS SHALL BE SHAPED AND TRIMMED AS DIRECTED BY THE ENGINEER OF WORK AND AS APPROVED BY THE CITY ENGINEER. FINISH SLOPES SHALL BE LEFT IN A NEAT AND ORDERLY CONDITION. ALL STONES, ROOTS OR OTHER WASTE MATERIAL SHALL BE PROPERLY DISPOSED OFFSITE.
5. COMPACTION TESTS SHALL BE SUPPLIED FOR TRENCHES.
6. ALL EXISTING, ABANDONED PIPELINES SHALL BE REMOVED AND REPLACED WITH PROPERLY COMPACTED SOILS UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
7. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT EXISTING UTILITIES.
8. NEITHER THE OWNER NOR THE ENGINEER OF WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF WORK AND THE DEVELOPMENT SERVICES DEPARTMENT ENGINEERING INSPECTOR PRIOR TO PERFORMING ROCK-REMOVAL OPERATIONS.
10. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK OR GRADING TO BE PERFORMED UNTIL A VALID LAND DEVELOPMENT (GRADING) PERMIT HAS BEEN ISSUED, AND ALL AFFECTED PROPERTY OWNER'S PERMISSION HAS BEEN OBTAINED.
11. THESE PLANS ARE SUBJECT TO A SIGNED AND APPROVED SET OF IMPROVEMENT PLANS.
12. A RIGHT-OF-WAY PERMIT FROM THE CITY SUPPLEMENTED WITH A TRAFFIC CONTROL PLAN SHALL BE REQUIRED FROM THE CONTRACTOR FOR ANY WORK WITHIN EXISTING CITY RIGHTS-OF-WAY.
13. ALL ROCK-SLOPE PROTECTION SHALL BE RIP RAP UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
14. ALL LOT PADS SHALL BE DESIGNED TO DRAIN TO AN ACCEPTABLE LOCATION AT A MINIMUM GRADIENT OF 1%.
15. ALL MASONRY RETAINING WALLS, EXCEPT THOSE LESS THAN FOUR FEET HIGH AND NOT SUPPORTING A SURCHARGE, REQUIRE A PERMIT FROM THE BUILDING DIVISION. ALL SEGMENTAL RETAINING WALL SYSTEMS, EXCEPT THOSE LESS THAN THREE FEET HIGH AND NOT SUPPORTING A SURCHARGE, REQUIRE A PERMIT FROM THE ENGINEERING DIVISION.
16. MAXIMUM SLOPE RATIO SHALL BE 2:1.
17. A 12-INCH HIGH BY 4-FOOT WIDE BERM (90% COMPACTED) SHALL BE CONSTRUCTED ALONG THE TOP OF THE SLOPE. NO RUNOFF SHALL FLOW OVER THE TOP OF THE SLOPE. DOWNDRAINS SHALL BE USED PER D-75.
18. FOR THIS PLAN TO BECOME EFFECTIVE, AN APPROVED HAUL ROUTE PLAN THAT HAS BEEN APPROVED BY THE CITY ENGINEER SHALL BE INCLUDED [(FOR HAULING OF MATERIAL (DIRT) ON A PUBLIC STREET)].
19.
20. LOT GRADING IS TO BE IN ACCORDANCE WITH CITY SUPPLEMENT DRAWING M-12 ("TYPICAL LOT GRADING").
21. ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE, OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT, AND ANY OTHER ASSOCIATED EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTHMOVING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR LEGAL HOLIDAYS, UNLESS WAIVED BY THE CITY ENGINEER.
22. ALL DISTURBED AREAS MUST BE REVEGITATED, SUBSTANTIALLY GERMINATED, AND ESTABLISHED WITHIN 45 DAYS OF COMPLETION OF GRADING AND PRIOR TO REQUESTING FINAL INSPECTION.
23. IMPORT MATERIAL SHALL BE OBTAINED FROM, AND WASTE MATERIAL SHALL BE DEPOSITED AT A SITE APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTES OR ADJACENT STREETS AS DIRECT RESULT OF THE OPERATION.

ABBREVIATIONS

APPROX	APPROXIMATE
AC	ASPHALTIC CONCRETE
CL	CENTERLINE
CIDH	CAST-IN-DRILLED-HOLE PILE
DBH	DIAMETER AT BREAST HEIGHT
DEMO	DEMOLISH
DIA	DIAMETER
DG	DESIGN GRADE
DS	DOWNSTREAM
EL	ELEVATION
(E)	EXISTING
EG	EXISTING GRADE
FG	FINISH GRADE
FL	FLOW LINE
FT	FOOT, FEET
GB	GRADE BREAK
INV	INVERT
IP	IRON PIPE
MAX	MAXIMUM
MIN	MINIMUM
(N)	NEW
NCTD	NORTH COUNTY TRANSIT DISTRICT
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OFF	OFFSET
PIP	PROTECT IN PLACE
POC	POINT OF CONNECTION
RB	REBAR
RC	RELATIVE COMPACTION
RSP	ROCK SLOPE PROTECTION
SCP	CONTROL POINT
SPECS	SPECIFICATIONS
STA	STATION
3:1	SLOPE, HORIZONTAL:VERTICAL
TBD	TO BE DETERMINED
TYP	TYPICAL
US	UPSTREAM
VAR	VARIES
VIF	VERIFY IN FIELD

LEGEND

	EXISTING	PROPOSED
WORK LIMIT	N/A	
GRADING LIMIT	N/A	
PROPERTY LIMIT		N/A
RIGHT OF WAY		N/A
ALIGNMENT		
CONSTRUCTION ACCESS	N/A	
STAGING AREA	N/A	
EDGE OF PAVEMENT		
FENCE		
ROCK REVETMENT		N/A
GAS LINE		N/A
OVERHEAD POWER LINE		N/A
UNDERGROUND POWER LINE		N/A
JOINT TRENCH		N/A
TELECOM LINE		N/A
POTABLE WATER LINE		N/A
RECYCLED WATER LINE		N/A
SANITARY SEWER LINE		N/A
STORM DRAIN LINE		N/A
IRRIGATION LINE		
VEGETATION		N/A
RAILROAD TRACKS	N/A	
MATCH LINE	N/A	
BUILDING		
MAJOR CONTOUR		
MINOR CONTOUR		
GRADE BREAK	N/A	
TOP OF BANK	N/A	
TOE OF BANK	N/A	
FLOWLINE		
GROUND (SECTION/PROFILE)		
EXCAVATION (SECTION/PROFILE)	N/A	
FILL (SECTION/PROFILE)	N/A	
TRAIL SURFACE	N/A	



THESE PLANS ARE PRELIMINARY UNLESS SIGNED BY THE CITY ENGINEER

WDID NO. FILE NO.

SHEET 2	CITY OF OCEANSIDE ENGINEERING DIVISION	X SHEETS
LOMA ALTA WETLANDS ENHANCEMENT PROJECT – PHASE I GENERAL NOTES, ABBREVIATIONS AND LEGEND		
APPROVED		
CITY ENGINEER: BRIAN THOMAS P.E. 60807 Date:		
Prepared under the direction of Sign Print Name	Reviewed By M.CARTER	PLAN NUMBER G-2

Underground Service Alert

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OFFICE - 619.719.4200
WWW.ESASSOC.COM

R.C.E.
STAMP

DESIGNED BY:
J.JACKSON

DRAWN BY:
J.JACKSON

GEOTECHNICAL CONSULTANT APPROVAL
CITY OF OCEANSIDE

PLANS ARE CHECKED AND FOUND TO COMPLY WITH
THE CITY OF OCEANSIDE REQUIREMENTS:

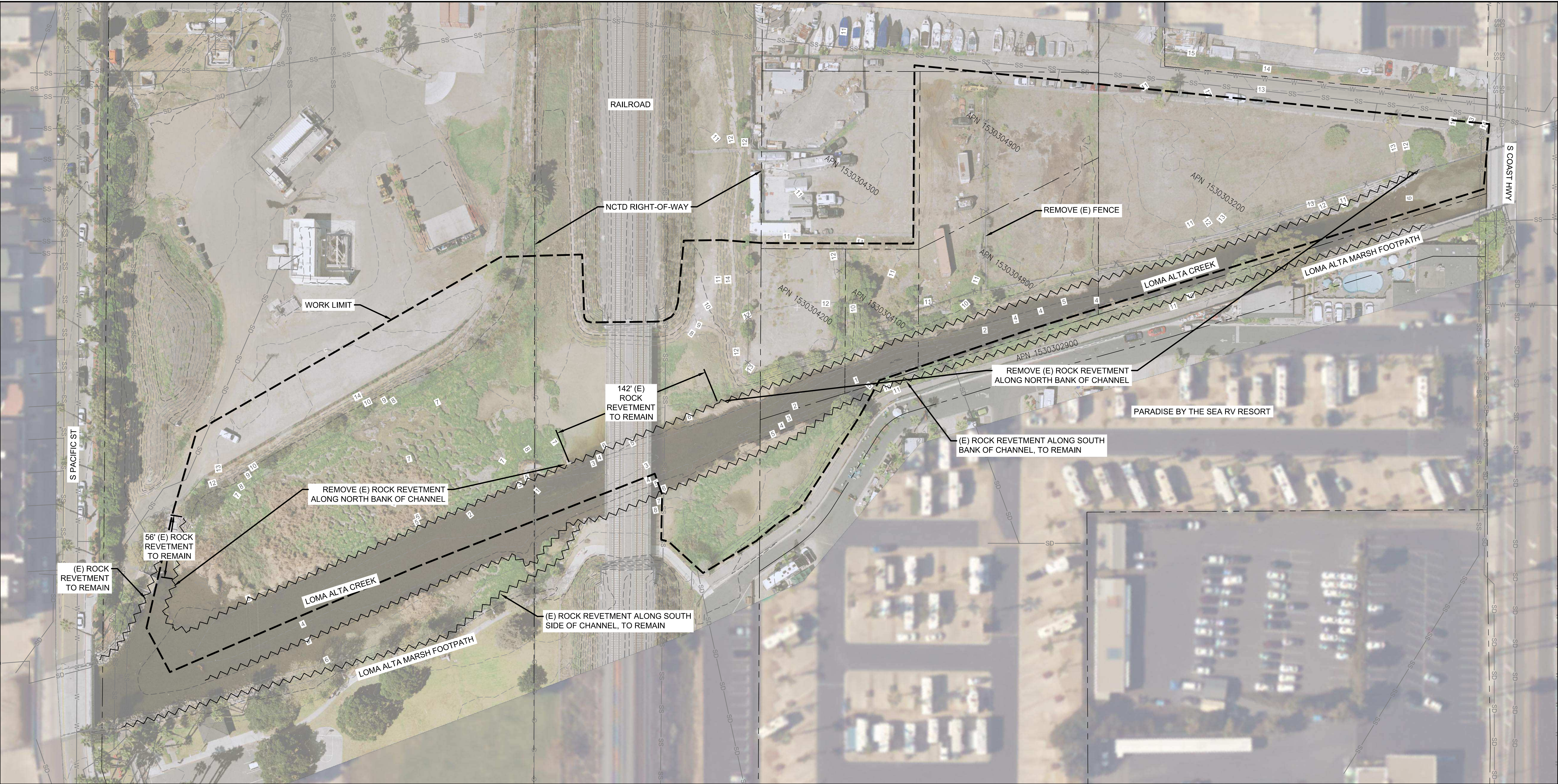
APPROVED BY DATE

APPROVED CHANGES:

NO.	DESCRIPTION	APPVD	DATE


CITY BENCHMARK:

Description:
Location:
Record From:
Elev:
Date:




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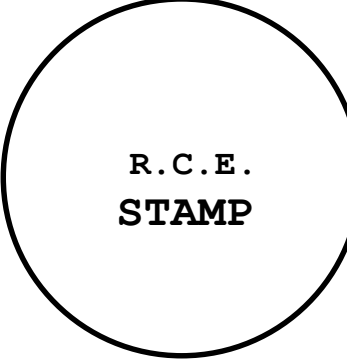
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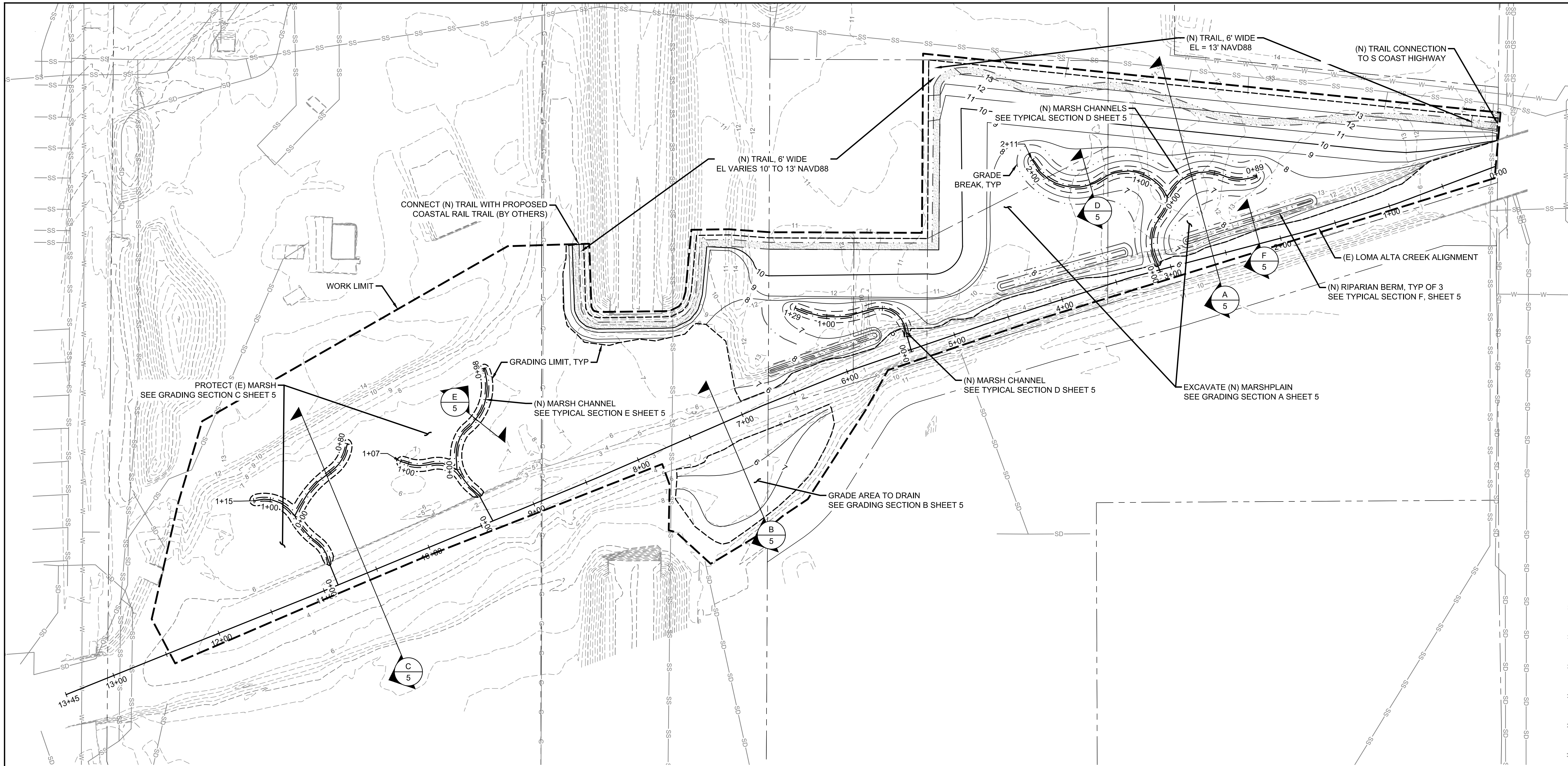
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CITY OF OCEANSIDE			
PLANS ARE CHECKED AND FOUND TO COMPLY WITH THE CITY OF OCEANSIDE REQUIREMENTS:			
APPROVED BY	DATE		

APPROVED CHANGES:			
NO.	DESCRIPTION	APPROVED	DATE

CITY BENCHMARK:	
Description:	
Location:	
Record From:	
Elev.	
Date:	

WDID NO.	FILE NO.			
<table><tr><td>SHEET 3</td><td>CITY OF OCEANSIDE ENGINEERING DIVISION</td><td>X SHEETS</td></tr></table>	SHEET 3	CITY OF OCEANSIDE ENGINEERING DIVISION	X SHEETS	
SHEET 3	CITY OF OCEANSIDE ENGINEERING DIVISION	X SHEETS		
LOMA ALTA WETLANDS ENHANCEMENT PROJECT – PHASE I EXISTING CONDITIONS AND SITE DEMOLITION PLAN				
APPROVED				
CITY ENGINEER: BRIAN THOMAS P.E. 60807 Date:				
Prepared under the direction of Sign: Print Name:	Reviewed By M.CARTER Date:			
	PLAN NUMBER C-1			



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DESIGNED BY:
J.JACKSON

DRAWN BY:
J.JACKSON

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CITY OF OCEANSIDE
PLANS ARE CHECKED AND FOUND TO COMPLY WITH
THE CITY OF OCEANSIDE REQUIREMENTS:

APPROVED BY _____ DATE _____

APPROVED CHANGES:			
NO.	DESCRIPTION	APPVD	DATE

CITY BENCHMARK:

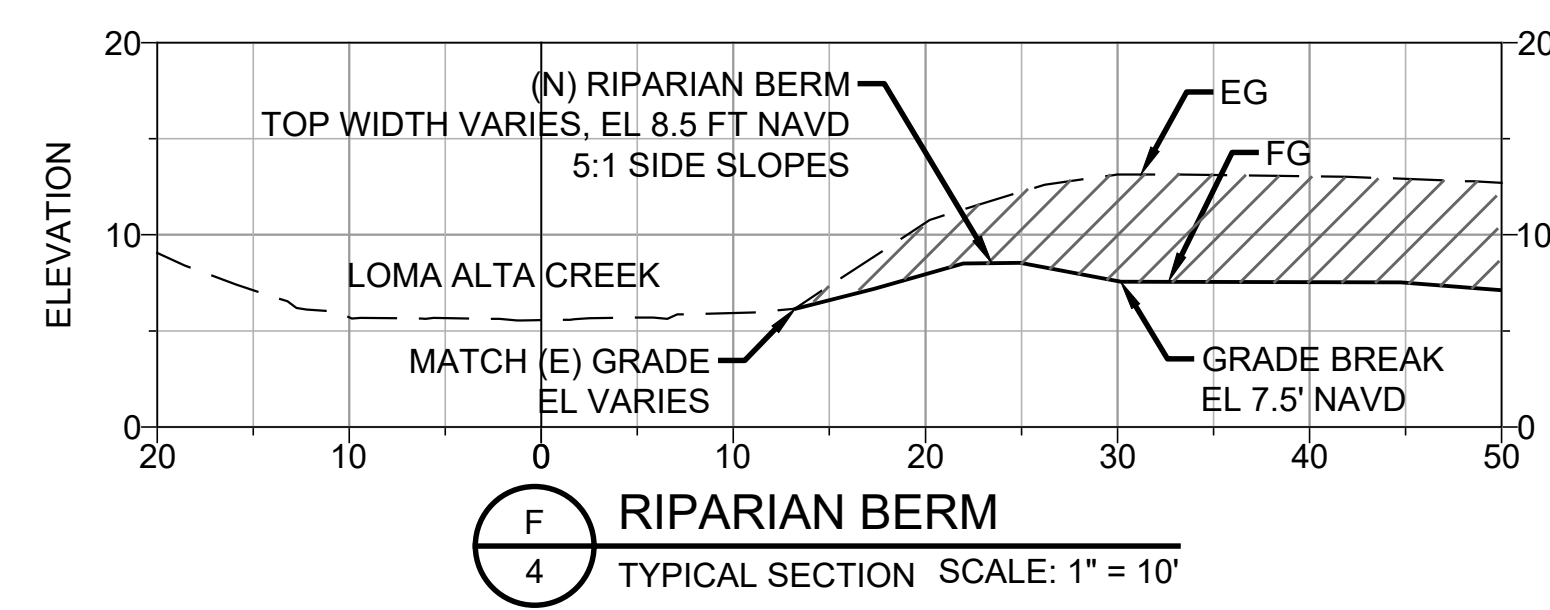
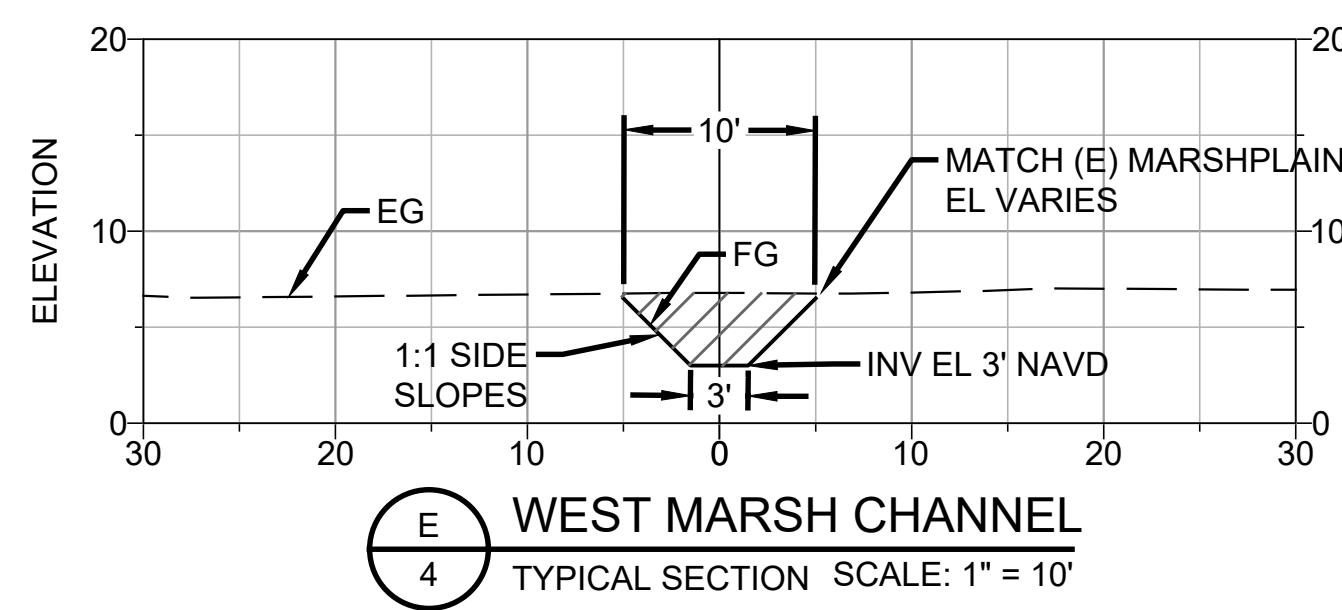
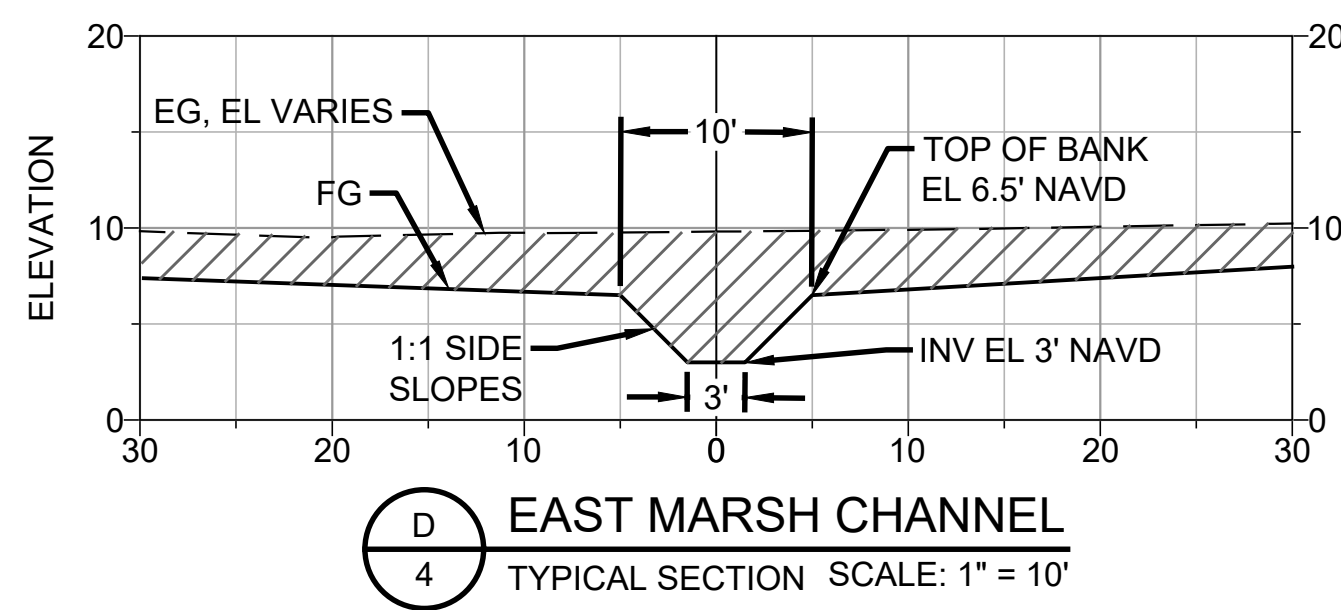
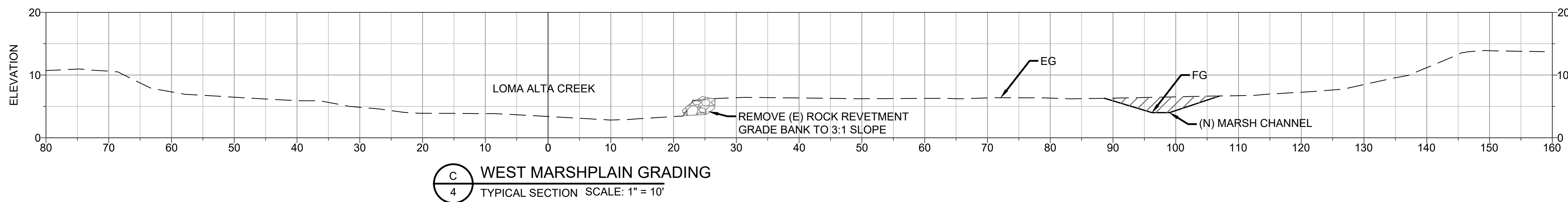
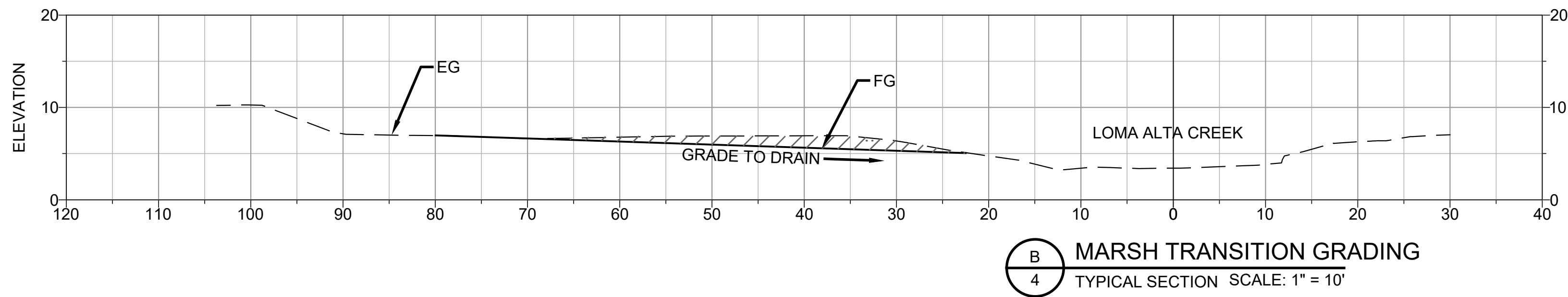
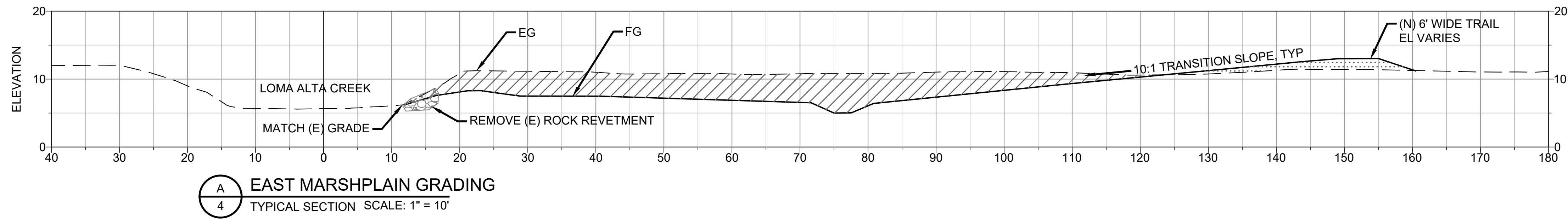
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Elev. _____ Datum: _____

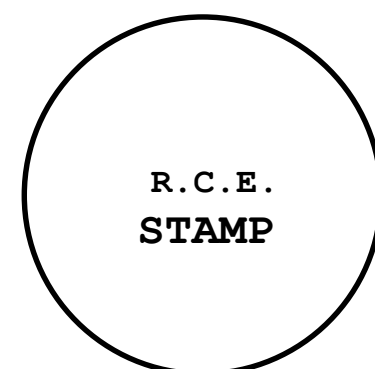
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SHEET 4	CITY OF OCEANSIDE ENGINEERING DIVISION
X SHEETS	
LOMA ALTA WETLANDS ENHANCEMENT PROJECT - PHASE I GRADING PLAN	
APPROVED	
CITY ENGINEER: BRIAN THOMAS P.E. 60807 Date: _____	
Prepared under the direction of Sign: _____ Print Name: _____	Reviewed By M.CARTER Date: _____
PLAN NUMBER C-2	



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OFFICE - 619.719.4200
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DESIGNED BY:
J.JACKSON
DRAWN BY:
J.JACKSON

GEOTECHNICAL CONSULTANT APPROVAL
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PLANS ARE CHECKED AND FOUND TO COMPLY WITH
THE CITY OF OCEANSIDE REQUIREMENTS:
APPROVED BY _____ DATE _____

APPROVED CHANGES:

CITY BENCHMARK:

Description: _____
Location: _____
Record From: _____
Elev: _____ Datum: _____

WDID NO.		FILE NO.	
SHEET 5	CITY OF OCEANSIDE ENGINEERING DIVISION	X SHEETS	
LOMA ALTA WETLANDS ENHANCEMENT PROJECT – PHASE I GRADING SECTIONS			
APPROVED CITY ENGINEER: BRIAN THOMAS P.E. 60907 Date: _____			
Prepared under the direction of Sign: _____ Print Name: _____ Date: _____		Reviewed By M.CARTER	PLAN NUMBER C-3

Exhibit 4: Site Photos



Site Photos



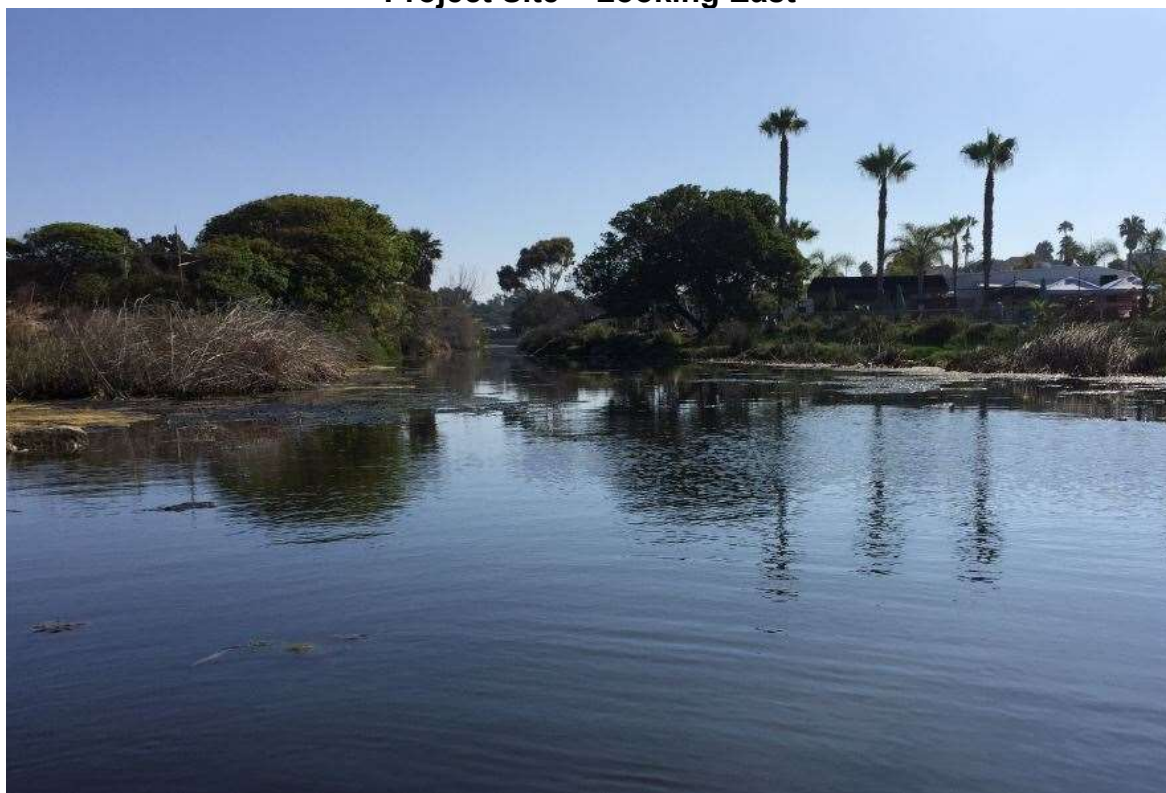
West Project Site



West Project Site



Project Site – Looking East



East Loma Alta Slough



East Project Site



East Project Site – Educational Signage Across Loma Alta Creek Along Walking Path



Loma Alta Creek – Along East Property



Loma Alta Creek – Along East Property