

MEMORANDUM

Date: July 2, 2024

To: Patrick Gallegos
California Department of Parks and Recreation (Parks)

From: Bianca Rodriguez, Attorney IV
Department of General Services (DGS) – Office of Legal Services
707 Third Street, 7th Floor
West Sacramento, CA 95605

Subject: CONTRACTOR: San Mateo Resource Conservation District
CONTRACT #: C23715008
TRACKING #: 0197520

APPROVAL MEMO

The above-referenced service contract appears to have elements of public works and engineering work. Parks maintains that the San Mateo Resource Conservation District has authority to carry out the services in this contract under Public Resources Code section 9151. The service contract is approved for the foregoing reasons as Parks is in the best position to consider its applicable authorities.

Parks should also reference the requirements in SCM Vol. I, 3.06.G. if the contract subsequently involves subcontracts that have not been identified in this contract submitted for approval.

If you have any questions or need additional clarification, please contact me at bianca.rodriquez@dgs.ca.gov.

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER C23715008	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME San Mateo Resource Conservation District		2. FEDERAL I.D. NUMBER 94-6036491
3. AGENCY TRANSMITTING AGREEMENT Department of Parks and Recreation	4. DIVISION, BUREAU, OR OTHER UNIT Santa Cruz District, 715	5. AGENCY BILLING CODE 053715
6a. CONTRACT ANALYST NAME Gwyneth Galloway-Miksicek	6b. EMAIL G.G-Miksicek@parks.ca.gov	6c. PHONE NUMBER 831-335-8996

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME: San Mateo Resource Conservation District
PRIOR AGREEMENT NUMBER: C22715001

8. BRIEF DESCRIPTION OF SERVICES
North Coast marsh habitat restoration

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
The over-arching goal of the project is to restore the ecologic, geomorphic, and hydraulic processes acting on the North Marsh North Pond. The existing levees, culverts, and ditches are all relics from either past agricultural activities or from a now obsolete 1990s restoration effort which converted the freshwater/brackish marsh into a hyper saline environment. The goal of this project is to return the marsh to a more natural environment. It is hoped that this will create a better habitat for endangered species and anadromous fish.

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed
 Reimbursement / Revenue _____ \$3,993,380.60 or _____ %
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
SPRF	3790-001-0392	23/24	12	2023	\$3,993,380.60

OBJECT CODE 5340330/5340330000	AGREEMENT TOTAL \$3,993,380.60
OPTIONAL USE Activity: 12803 Project: 379000000100651 Reporting Structure: 37900715 Supplier ID: 31168 PC: 95325	AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,993,380.60
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE
\$3,993,380.60

ACCOUNTING OFFICER'S SIGNATURE <i>John Jones</i>	ACCOUNTING OFFICER'S NAME (Print or Type) John Jones	DATE SIGNED 4/8/2024
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STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

Table with 2 columns: AGREEMENT NUMBER (C23715008) and AMENDMENT NUMBER

12. AGREEMENT

Table with 5 columns: AGREEMENT, TERM FROM, TERM THROUGH, TOTAL COST OF THIS TRANSACTION, BID, SOLE SOURCE, EXEMPT. Includes rows for Original, Amendment 1, 2, 3, and a TOTAL row.

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
Invitation for Bid (IFB)
Exempt from Bidding (Give authority for exempt status)
Other (Explain) Interagency Agreement - SCM v1 5.80 (A) (4) and PRC 9003
Use of Master Service Agreement
Sole Source Contract (Attach STD. 821)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Historical Pricing - rates align with those of contracts for similar work conducted by the same Contractor such as C21715022, C22715024 (as a subcontractor), and C22715001.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
Not Applicable (Interagency / Public Works / Other Interagency)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

Table with 3 columns: AUTHORIZED SIGNATURE, SIGNER'S NAME (Print or Type), DATE SIGNED

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
A. Contractor Certification Clauses B. STD 204 Vendor Data Record
22. REQUIRED RESOLUTIONS ARE ATTACHED
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)
DVBE Goals are exempt in accordance with SCM 8.12 (D)

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
Long term monitoring needs to be conducted to ensure that the restoration efforts were successful.

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

Table with 3 columns: SIGNED BY (Gwyneth Galloway-Miksicek), NAME/TITLE (Gwyneth Galloway-Miksicek/SSA), DATE SIGNED (4/2/2024)

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER C23715008	AMENDMENT NUMBER
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Exempt - Interagency

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE <small>DocuSigned by:</small> 	NAME/TITLE (Print or Type) Gwyneth Galloway-Miksicek/SSA	DATE SIGNED 4/2/2024	
PHONE NUMBER 831-335-8996	STREET ADDRESS 303 Big Trees Park Road		
EMAIL G.G-Miksicek@parks.ca.gov	CITY Felton	STATE CA	ZIP 95018

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C23715008

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

San Mateo Resource Conservation District

2. The term of this Agreement is:

START DATE

03/01/2024, or upon DGS approval, whichever is later

THROUGH END DATE

06/30/2028

3. The maximum amount of this Agreement is:

\$3,993,380.60

Three million, nine hundred ninety-three thousand, three hundred eighty dollars and sixty cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A	Attachment 1, Detailed Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B	Attachment 1, Pescadero Marsh Habitat Restoration and Resiliency Project: North Marsh North Pond Budget	2
Exhibit C *	General Terms and Conditions for Interagency Agreements	GIA 11/2022 *

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Mateo Resource Conservation District

CONTRACTOR BUSINESS ADDRESS

80 Stone Pine Road #100

CITY

Half Moon Bay

STATE

CA

ZIP

94019

PRINTED NAME OF PERSON SIGNING

Kellyx Nelson

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/19/2024



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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C23715008	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

715 P Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kristal Simpson

TITLE

Chief, Business Management Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

Kristal Simpson

4/22/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



EXHIBIT A (Interagency Agreement)

SCOPE OF WORK

1. San Mateo Resource Conservation District _____ agrees to provide the following services:
 Reduce or eliminate conditions allowing for development and transport of anoxic water leaving the marsh and entering the lagoon during breach events. Remove, to the greatest extent practicable, all human-made infrastructure, specifically culverts, drainage channels, ditches, and levees that are impacting function. Increase natural freshening of the North Marsh North Pond system. Improve lagoon freshening during closure. Avoid negative impacts on sediment transport through the lagoon. Improve overall marsh and lagoon processes and increase system resilience to sea level rise and climate change.
2. The _____ Department of Parks and Recreation (DPR) _____ agrees to provide the following services:
 Receive and verify deliverables, provide project oversight and feedback, assist in securing necessary permits for access to parks property, and provide advance funding as needed for timely completion of project goals, as outlined in Exhibit A, Attachment I, Scope of Work and Exhibit B, Attachment I.
3. The project representatives during the term of this Agreement will be:

Requesting Agency:	Department of Parks and Recreation	Providing Agency:	San Mateo Resource Conservation District
Attention:	Ryan Diller	Attention:	Christina Kelleher
Email:	Ryan.Diller@parks.ca.gov	Email:	Christina@sanmateorcd.org
Fax:		Fax:	

Direct all inquiries to:

Requesting Agency:	Department of Parks and Recreation	Providing Agency:	San Mateo Resource Conservation District
Section/Unit:	Santa Cruz District	Section/Unit:	
Attention:	Ryan Diller	Attention:	Christina Kelleher
Address:	303 Big Trees Park Road	Address:	80 Stone Pine Road, Suite 100
City/State/Zip Code:	Felton, CA, 95018	City/State/Zip Code:	Half Moon Bay, CA, 94019
Phone:	831-427-4880	Phone:	
Email:	Ryan.Diller@parks.ca.gov	Email:	Christina@sanmateorcd.org

Scope of Work

Pescadero Marsh Restoration and Resiliency Project- North Marsh North Pond

The San Mateo County Resource Conservation District (RCD) is a non-regulatory, public agency that works in partnership with landowners/managers and provides assistance to achieve land management goals that restore and protect local environmental resources. This scope of work (SOW) is for assistance to California Department of Parks and Recreation (State Parks) with a restoration project in Pescadero Marsh Natural Preserve (NMNP) for the period between March 1, 2024, or upon State Parks approval, whichever is later, through June 30, 2028, to be fully invoiced by July 31, 2028.

Project Description

The over-arching goal of the Project is to restore the ecologic, geomorphic, and hydraulic processes acting on the NMNP complex through strategic naturalization of the topography. In particular, the Project is focused on partial removal of the levee, ditch, and culvert system that currently alters the NMNP from Pescadero Creek. The existing levees, culverts, and ditches are all relics from either past agricultural activities or from a 1990s restoration effort that focused on increasing the system's tidal prism. The 1990s restoration effort resulted in conversion of the NMNP system from freshwater and brackish marsh to a saline and hypersaline marsh. Recent studies and hydrodynamic modeling strongly suggest that infrastructure and resulting conversion of the NMNP to a highly saline environment has impacted the ecological function and future resilience of both the NMNP and the larger Pescadero Marsh Natural Preserve. The proposed restoration activities of this Project are designed to achieve a broad range of habitat, resiliency, and water quality benefits for the Pescadero marsh and lagoon system; goals include:

1. Reduce or eliminate conditions allowing for development and transport of anoxic water leaving the north marsh and entering the lagoon during breach events.
2. Remove, to the greatest extent practicable, all human-made infrastructure, specifically culverts, drainage channels, ditches, and levees that are impacting ecological function.
3. Increase natural freshening of the NMNP system.
4. Improve lagoon freshening during closure.
5. Avoid negative impacts on sediment transport through the lagoon.
6. Improve overall marsh and lagoon processes and increase system resilience to sea level rise and climate change.

The design aims to address the Project goals through restoration of more natural hydraulic interactions between the north marsh and lagoon. By filling select portions of the main NMNP drainage channel and associated drainage ditches, the Project aims to eliminate tidal interactions and areas of high salinity, reduce the volume and transport capacity of anoxic water from the NMNP to the lagoon, and reduce the efficiency of freshwater inputs being routed out of the NMNP during flood events. In addition, the Project will lower a portion of the main levee and the north marsh low levee to naturalize the topography and restore more natural hydraulic processes including increased fluvial flooding and sediment deposition in the north marsh. Material removed from the

levees will be beneficially re-used to fill portions of the main drainage channel and ditches. Refer to Section 4.1 of the *Biological Resources Evaluation for the Pescadero Marsh Habitat Restoration and Resiliency Project: North Marsh and North Pond*, Hydraulic Modeling of the *Pescadero Marsh Habitat Restoration & Resiliency Project - North Marsh North Pond 65 percent Basis of Design Report* for further information regarding post-project hydraulic conditions (Stillwater Sciences 2023a).

This approach is expected to both significantly improve ecological conditions within the NMNP as well as conditions within the larger lagoon system, specifically spring lagoon freshening during closure and reduction in transport of anoxic water during breaches. In addition the project is not expected to result in any negative modifications to lagoon sediment transport dynamics and breaching dynamics. Iterative hydrodynamic modeling throughout the course of project development supports these expected improvements in ecological function. The Project will naturalize a system that was artificially opened to unfettered tidal activity in the 1990s and is now dominated by high salinity inputs, to a system with extremely limited tidal input and hydraulic connectivity primarily driven by high lagoon stands during closure and high stream flow events. With the levees being reduced in height to conform with natural fluvial deposits on Pescadero Creek and adjacent marshplains, and remnant drainage channels and culverts filled and removed, the system will be allowed to evolve naturally, based on inter and intra annual climatic condition with the stressors and impediments from past land-use and land management removed.

The Project design also includes four wood structure types with a total of 38 wood structures throughout the site. Wood structures are composed of natural materials which enhance post-construction stability and habitat as well as geomorphic processes within Pescadero Creek and the NMNP complex. The proposed wood structure types and associated purpose are:

- Buried Log Weirs (BLW) are a system of 3–4 horizontally stacked logs held in place by two or more vertical log members and secured using drilled holes and jute rope. Up to 13 BLWs will be placed throughout the main drainage channel to support segmenting and fill containment. BLWs also provide additional stability and erosion prevention for fill features.
- Aquatic Habitat Structures are comprised of two logs connected by jute rope wrapping positioned in unfilled, remnant drainage channels to provide aquatic habitat such as basking logs and geomorphic benefits.
- Marshplain Habitat Structures are unanchored pieces of large wood with rootwads. Up to 11 structures will be positioned along the north marsh marshplain to support habitat and geomorphic complexity.
- Topple Tree Habitat Structures are felled eucalyptus trees (blue gum; *Eucalyptus globulus*) anchored to nearby existing trees with manila rope. Up to seven trees will be directly felled into Pescadero Creek to create roughness, increase flood inundation in the north marsh, and provide both shelter and complexity for native aquatic fauna.

The Project design also includes focused vegetation management in two areas. Vegetation management in adjacent dune fields in the western portion of the site will focus on removal of freeway iceplant (*Carpobrotus edulis*) and European beachgrass (*Ammophila arenaria*). After removal, the dune areas will be revegetated with broadcast native seeds. Dune vegetation management is also intended to support restoration of aeolian transport into the NMNP complex, supporting

overall marsh accretion and subsequent resiliency goals. Vegetation management along the main levee and Pescadero Creek will focus on eucalyptus tree removal. These eucalyptus trees will be used in the wood structures described above. As part of the Project design, all non-trail, graded areas are specified to be revegetated with seed palettes matching appropriate ecotypes based on final graded elevations. Seed will be collected on site and broadcast over disturbed areas of the levee to facilitate natural recruitment of native flora. The main levee currently contains the Sequoia-Audubon trail, which allows visitors to walk on the length of the North Marsh. The trail is currently closed to the public at the juncture with the Pescadero Channel, due to failed culverts and a failed section of the levee. After the project is constructed, the Sequoia-Audubon trail is expected to be re-opened as a seasonal trail, accessible to the public when it is not inundated. As such, the trail will not be seeded and will, instead, be covered in sterile straw post-construction for temporary erosion control.

The Avoidance and Minimization Measures (AMMs) listed in Appendix A will be implemented as part of the Project to avoid or minimize adverse effects on biological resources. Applicable measures from the following programmatic documents were included as AMMs to be implemented as part of the Project: U.S. Fish and Wildlife Service (USFWS) Programmatic Biological and Conference Opinion California Statewide Programmatic Restoration Effort (USFWS 2022); National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Services (NMFS) Biological Opinion, and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Program for restoration projects within the NOAA Restoration Center's Central Coastal California Office jurisdictional area in California (NMFS 2016); and State Water Resources Control Board (SWRCB) Order for Clean Water Act Section 401 Water Quality Certification and Waste Discharge Requirements for Restoration Projects Statewide (SWRCB 2022).

Project construction is intended to occur during the dry season, with an overall work period expected to be between June 15, 2024, and October 31, 2024. Work in specific areas such as channels and/or wetlands will be limited to work windows based on AMMs established for native sensitive aquatic species.

Grading and enhancement work will be achieved via temporary access routes along the beach, back dunes, levee footprints, and riparian areas dominated by non-native trees. One staging area for construction equipment will be established where temporary access routes intersect highway 1. A portion of the parking lot at the north end of Pescadero Beach will also be used for construction staging and a portion of the lowered levee and filled drainage channel will be used for daily staging and turnarounds, as needed.

Construction will likely require management of lagoon water levels by either mechanical breaching of the lagoon mouth or strategic lowering of the beach berm to allow for limited draining if water surface elevations exceed 6.5ft NAVD88 and will impact construction. Any sand berm modifications (lowering or breaching) would be completed with an excavator or bulldozer accessing the lagoon mouth along the beach from the northern parking lots adjacent to Highway 1. Construction work in the NMNP will require isolation and dewatering of drainage ditches and main drainage channels using either sheet piles and/or fillable bladder dams. Depending on residual water levels pumps will likely be used to drain the remaining water in the drainage ditches. Ideally, water control structures

for isolation and dewatering will be installed while the bar is still open and the system is tidal, allowing for installation at low tides. Fish rescue and relocation will occur after isolation, and in conjunction with dewatering. Once dewatering is complete, excavators and scrapers will be used to lower levees, placing fill in the drainage channels and ditches in conjunction with construction of wood structures. If additional fill is needed, beyond what is acquired from the levee lowering, additional sand will be excavated from the beach in order to ensure that the Project is constructed properly and will perform as expected. Work in the wetted portion (channels) of the site is expected to last approximately three months. Topple tree construction within Pescadero Creek will be installed without dewatering methods using tree felling and rigging with portions of the tree placed within the Pescadero Creek channel. Heavy machinery will be positioned along adjacent upland and riparian access routes only. No heavy equipment will enter wetted portions of Pescadero Creek or the Pescadero Lagoon.

Once construction completion is verified, baseline conditions will be established to support short- and long-term monitoring of the Project. Project monitoring will be nested within the existing long-term monitoring program for the Pescadero Marsh Natural Preserve that is currently being implemented by RCD, State Parks, CDFW, with technical support from UC Davis. The existing monitoring program includes an array of in-situ water quality gauges, regular water quality profiles in multiple complementary locations, sediment accretion monitoring, marsh edge monitoring, photo monitoring, fish sampling and botanical surveys. Please refer to the *Pescadero Marsh Habitat Restoration & Resiliency Project - North Marsh North Pond 65 percent Basis of Design Report* for a complete description of the Proposed Project (Stillwater Sciences 2023b).

Funding From State Parks will:

- Create project bid documents
- Implement the Project as described above
- Create as-built designs for baseline monitoring
- Monitor the project site for 3 years

Tasks and Deliverables

Task 1. Project Management

The RCD will lead overall project management; develop and manage contracts; lead interagency communications and coordination; convene project team meetings among consultants, contractors, partners, and stakeholders; and report to funders and regulatory agencies. The RCD will work in close communication and coordination with State Parks.

Deliverables:

- Quarterly progress reports
- Quarterly invoices, if applicable
- Executed contracts, if requested

Task 2. Implementation

The RCD will select a construction contractor(s) through a competitive bid process, soliciting at least three (3) responsive bids, to complete the Project as described in the description above. The selected contractor(s) will construct project elements with oversight from the RCD, Alnus Ecological, Stillwater Sciences, and State Parks. This task will be completed in a single phase over a 1 year period.

The selected contractor(s) will be required to comply with all environmental protection measures included in final permit conditions during project implementation. Details and management of this task may change during the final planning process and may be addressed through a formal contract amendment if project changes are deemed substantial.

Deliverables:

- Construction bid documents
- Notes from weekly or bi-weekly progress meetings with the contractor(s), Stillwater Sciences, Alnus Ecological, State Parks, and RCD staff during construction
- Red-lines drawings and/or as-builts of the finished project

Task 3. Monitoring

Monitoring includes pre-construction biological surveys, construction biological monitoring, and post construction monitoring and reporting. A monitoring plan will be finalized through a separate process prior to project implementation. This scope of work assumes State Parks will be providing 50% of all construction biological monitoring and assisting in collection of post-project monitoring data.

Deliverables:

- Annual monitoring reports

Task Summary and Timeline

Task	Deliverable/Milestone	Expected Date of Completion
Task 1. Project Management	Quarterly Invoices and Reports	Quarterly through 2027
	Contracts with Contractors, subcontractors and consultants	June 2024, and as needed through 2027
Task 2. Implementation	Bid documents	April 2024
	Levee lowering, channel fill, exotic plant removal, LWD	November 2024
	Notes for regular construction progress meetings	November 2024
	Red-lines/ As-builts	December 2024
Task 3. Monitoring	Pre-construction Survey Report	June 2024

	Annual Monitoring Report	Annually following construction through 2027
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**EXHIBIT B
(Interagency Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Parks and Recreation agrees to compensate the San Mateo Resource Conservation District for actual expenditures incurred in accordance with the rates specified in Cost Proposal, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. The total amount of funds disbursed under this contract shall not exceed \$3,993,380.60. Government Code Section 11257 permits advance payments between state agencies. Public Resources Code 9003 states that resource conservation districts shall be considered agencies of the state. To ensure sufficient funds are available, SMRCD may require payment in advance from DPR for effective implementation of the project. SMRCD shall provide DPR an invoice for services that will be performed within the provisions of the contract. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

scd.accounting@parks.ca.gov
CA Department of Parks and Recreation
Santa Cruz District, ATTN: Accounting
303 Big Trees Park Road
Felton, CA 95018

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Costs for this agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

Pescadero Marsh Habitat Restoration and Resiliency Project: North Marsh North Pond Budget

Task 1 Project Administration			
Project Role	Hours	Rate	Amount
Executive Director	40	223	\$8,920.00
Administrative Officer	10	161	\$1,610.00
Director of Stewardship	5	161	\$805.00
Sr Program Manager	16	149	\$2,384.00
Sr Conservation Technician	10	114	\$1,140.00
Conservation Project Manager	60	108	\$6,480.00
Subtotal Personnel Services			\$21,339.00
SUBTOTAL Task 1			\$21,339.00
Task 2 Construction			
Project Role	Hours	Rate	Amount
Executive Director	10	232	\$2,320.00
Director of Stewardship	30	161	\$4,830.00
Sr Program Manager	40	149	\$5,960.00
Program Manager	4	131	\$524.00
Sr Conservation Technician	80	114	\$9,120.00
Conservation Project Manager	180	108	\$19,440.00
Subtotal Personnel Services			\$42,194.00
Alnus Ecological			\$37,500.00
TBD Contractor (Not to Exceed)**			\$3,690,969.60
SUBTOTAL Task 2			\$3,770,663.60

Task 3 Monitoring (3 years)				
Project Role	Hours	Rate	Amount	
Sr Program Manager	10	149	\$1,490.00	
Program Manager	432	131	\$56,592.00	
Sr Conservation Technician	288	114	\$32,832.00	
Senior Conservation Project Manager	864	102	\$88,128.00	
Subtotal Personnel Services			\$179,042.00	
Equipment	Price	Quantity		
PME MiniDO ₂ T Logger	\$1,125.00	2	\$2,250.00	
Anit-fouling copper kit	\$53.00	2	\$106.00	
Van Essen CTD Diver	\$1,795.00	2	\$3,590.00	
Anti-fouling copper shield	\$195.00	2	\$390.00	
Repairs			\$15,000.00	
Misc Materials (weights, ropes, waders, wading boots, SD cards, batteries, etc...)			\$1,000.00	
SUBTOTAL Task 3			\$201,378.00	

Budget Total	\$3,993,380.60
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*Mileage reimbursement rates, should they be needed, are in accordance with CalHR 2024 travel rates. Reimbursable trips are between the San Mateo Resource Conservation District's office in Half Moon Bay, CA and the job site in Pescadero, CA.
 ** "TBD Subcontractor" will be decided through a competitive bidding process that aligns with State Contracting Manual policies once the advanced payment is received.