

**PROJECT FUNDING AGREEMENT BETWEEN THE
NATIONAL FISH AND WILDLIFE FOUNDATION
AND
SANTA BARBARA COUNTY PARKS DIVISION, COMMUNITY SERVICES
DEPARTMENT
FOR
RANCHO GUADALUPE DUNES PRESERVE PUBLIC ACCESS REVITALIZATION
PROJECT**

AGREEMENT DATE: May 29, 2018

AGREEMENT NUMBER: Guad 2018 / 8006.18.061460

BACKGROUND:

1. On July 22, 1998, the California Department of Fish and Wildlife (formerly California Department of Fish and Game), Office of Oil Spill Prevention and Response (“OSPR”), the California Regional Water Quality Control Board, Central Coast Region (“RWQCB”), the California Coastal Conservancy (“Conservancy”), the Department of Toxic Substances Control (“DTSC”) and the California Attorney General (“A.G.”) settled their civil claims against Union Oil Company of California (“Unocal”) for the sum of forty-three million eight hundred thousand dollars (\$43,800,000). Of this amount, nine million dollars (\$9,000,000) was allocated for the restoration of natural resources (the “Restoration Funds”).
2. OSPR, RWQCB, Conservancy, and DTSC agreed in a Memorandum of Understanding to establish a Restoration Subcommittee comprised of OSPR and the Conservancy (the “Restoration Subcommittee”), responsible for allocating the Restoration Funds.
3. On July 20, 1998, the National Fish and Wildlife Foundation (“NFWF”) and OSPR, RWQCB, Conservancy, DTSC and the A.G. entered into the Guadalupe Natural Resources Restoration Trust (the “Trust”), whereby NFWF would be the trustee of the Restoration Funds for the benefit of OSPR, Conservancy, and DTSC on behalf of the people of the State of California to receive, manage and disburse the Restoration Funds in accordance with the direction of the Restoration Subcommittee.
4. The “Final Restoration Plan for the Guadalupe-Nipomo Dunes” dated August 2001 (the “Restoration Plan”), prepared by the Restoration Subcommittee summarizes the restoration planning process conducted and describes the natural resource restoration projects to be funded from the Restoration Funds.
5. The Guadalupe-Nipomo Dunes Collaborative (the “Dunes Collaborative”) is comprised of landowners and managers within the dunes, and has agreed to assist the Restoration Subcommittee in prioritizing, implementing, and managing restoration projects within the Guadalupe-Nipomo Dunes complex.
6. On May 29, 2018, the Restoration Subcommittee approved for funding from the Restoration

Funds the Rancho Guadalupe Dunes Preserve Public Access Revitalization Project.

DEFINITIONS:

“Agreement”: This Project Funding Agreement between NFWF and the Santa Barbara County Parks Division, Community Services Department (the “Recipient”) for the Rancho Guadalupe Dunes Preserve Public Access Revitalization Project (the “Project”).

“Project”: The Project involves maintaining and improving American with Disabilities Act compliant visitor services at Rancho Guadalupe Dunes Preserve through public access improvements. The project will: 1) install a new pre-fabricated waterless restroom facility; 2) install a new kiosk at the parking area to consolidate and improve informational and park entry signage; and 3) install new interpretive panels and benches along the concrete walkway at the parking area to consolidate and improve informational signage. Full project information is described in Exhibit A, the Work Program (also referred to as a “Scope of Work”) titled “2018 Dunes’ Stewardship Committee Endowment Project, Public Access Visitor Serving Proposal,” (the “Work Program”), which is incorporated by reference and attached.

“Agreement Manager”: The Agreement Manager represents NFWF and is responsible for coordinating NFWF’s role under this Agreement. The Agreement Manager for this Agreement is

Jana Doi
Manager, Impact-Directed Environmental Accounts
National Fish and Wildlife Foundation
90 New Montgomery Street, Suite 1010
San Francisco, CA 94105
415-243-3102.

“Project Manager”: The Project Manager represents the Recipient and is responsible for coordinating the Recipient’s role under this Agreement. The Project Manager for this Agreement is

Jill Van Wie
Capital Division Manager
County of Santa Barbara, Community Services Department
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93103
805-568-2470.

“Project Monitor”: The Project Monitor represents OSPR and is responsible for coordinating OSPR’s role under this Agreement. The Project Monitor for this Agreement is

Mike Connell
Senior Environmental Scientist
California Department of Fish and Wildlife, OSPR
1933 Cliff Drive, Suite 9
Santa Barbara, CA 93109

**CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND
DISBURSEMENT OF FUNDS:**

The Recipient shall not commence the project and NFWF shall not be obligated to disburse any funds under this Agreement unless and until the following two conditions precedent have been met:

1. The Restoration Subcommittee has approved of in writing, with a copy to NFWF, the Work Program for the Project.
2. Written evidence has been provided to the Restoration Subcommittee for the following:
 - a. All permits and approvals necessary for the completion of the Project have been obtained and all applicable local, state and federal laws and regulations have been complied with (unless obtaining permits/other approvals is a specific project task included in the Work Program); and
 - b. The Recipient or contractor has provided for the required insurance and bonding coverage, as described in the "INSURANCE" and "BONDING" sections below in this Agreement.

TERMS AND CONDITIONS:

Agreement Term: This Agreement shall be deemed executed and effective when signed by all parties.

The term of this Agreement shall run from May 29, 2018, through July 31, 2019, (the "Termination Date") unless otherwise terminated or amended as provided in this Agreement. However, all activities outlined in the Work Program shall be completed by May 31, 2019, (the "Completion Date"). The Termination Date allows time for distribution of final reports and/or materials to the Restoration Subcommittee, and other interested parties.

Maximum Amount: A sum not to exceed Two Hundred Thirty Thousand Dollars (\$230,000) (the "Project Funds"), subject to the terms and conditions of this Agreement. The Project Funds shall be used by the Recipient as outlined in the Work Program.

Work Program: The Work Program may be modified upon the Project Monitor's written approval of the Recipient's submission of a modified Work Program to the Project Monitor. All approved modifications to the Work Program shall be included and incorporated by reference as an Addendum to the Work Program.

The Recipient shall carry out the Project in accordance with the approved Work Program, and Addenda thereto.

Payment Procedure: Disbursements shall be made on the basis of costs incurred to date upon the

Recipient's satisfactory progress in accordance with the approved Work Program and Addenda thereto and upon submission of an invoice package (the "Invoice Package"), which shall be submitted no more frequently than monthly but no less frequently than quarterly.

The Recipient shall request disbursements by submitting the Invoice Package to the Project Monitor. The Recipient shall state on the invoice package its name and address, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description of all work done for which disbursement is requested. The invoice package shall be signed by an authorized representative of the Recipient. Additionally, each Invoice Package shall be accompanied by any supporting receipts, invoices or other source documents from contractors that the Recipient engaged to complete any portion of the Project funded under this Agreement, and by written substantiation of completion of the portion of the Project for which disbursement is requested.

If the Project Monitor is considering disapproval of all or part of the invoice package, the Project Monitor shall contact the Project Manager to permit informal resolution of the issue. The Project Monitor shall not be unreasonable when withholding payment approval.

The Project Monitor will complete invoice submittal review within fifteen (15) working days after receipt of the invoice package, and will either notify the Recipient of any deficiency or will send the Agreement Manager authorization to pay the invoice. Payment of the invoice will be made by NFWF within thirty (30) days of receipt by the Agreement Manager of a signed approval letter from the Project Monitor accompanied by a copy of the invoice package.

Progress Report: With each invoice package, the Recipient shall also submit a supporting progress report summarizing the current status of the project and comparing it to the status required by the Work Program and Addenda thereto (e.g., budget, timeline, task, etc.).

Expenditure of Funds and Allocation of Funding Among Budget Items: The Recipient shall expend Project Funds in the manner described in the approved project budget pursuant to the Work Program. The allocation of the total Project Funds among the items in the project budget may be modified with written approval of the Restoration Subcommittee. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this Agreement. The total amount of the project budget may not be increased except by amendment to this Agreement.

Permits, Fees, Notices, Approvals and Regulatory Compliance: In conducting its activities relating to the Project, the Recipient agrees to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations and ordinances.

Bonding: If the Recipient intends to use any contractor(s) on any portion of the Project to be funded under this Agreement, construction shall not begin until each such contractor has furnished a performance bond in favor of the Restoration Subcommittee, NFWF and the Recipient, 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 shall not apply to any contract for less than Twenty Thousand Dollars (\$20,000).

Insurance: Throughout the term of this Agreement, the Recipient shall provide and maintain public-liability and property-damage insurance for liability assumed by the Recipient under this Agreement with minimum limits of liability as follows:

1. A single limit for bodily injury (including death) and property damage liability combined of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate.

Throughout the term of this Agreement, the Recipient shall provide and maintain workers' compensation insurance for compensation of any employee who may be injured during the course of said work and to the dependents of any employees who may be killed during the course of said work. This insurance shall be issued by a company or companies admitted to transact business in the State of California.

NFWF is not responsible for premiums and assessments on any insurance policy.

Audits and Access to Records: The Recipient shall maintain standard financial accounts, documents and records relating to the project funded under this Agreement. The Recipient may use any accounting system which follows the guidelines of Generally Accepted Accounting Practices published by the American Institute of Certified Public Accountants. The Recipient will maintain all required records for three (3) years after NFWF makes final payment and all pending matters are resolved.

OSPR, NFWF, the Department of General Services, and the Bureau of State Audits or their duly authorized representatives shall have access to any books, documents, papers, and records of the Recipient which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Termination: This Agreement may be terminated for non-performance of the Agreement upon thirty (30) days written notice to the Recipient. In the event that NFWF or the Restoration Subcommittee terminates this Agreement, the Recipient shall, upon receipt of a notice of termination, and except as otherwise directed in the notice:

1. Stop that portion of this Agreement-related work on the date of receipt unless a different date for termination of work is specified in the notice.
2. Place no further Agreement-funded orders or enter into any further Agreement related subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up and to the effective Termination Date.
3. Terminate all Agreement-related orders and subcontracts.
4. Promptly take all other reasonable and feasible steps to minimize any additional Agreement-

related cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all Agreement-related outstanding liability and claims arising out of termination of orders and subcontracts.

5. Deliver or make available to OSPR all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Recipient under this Agreement, whether completed, partially completed, or in progress.
6. Return any unused portion of the Project Funds to the Trust.

In the event the Recipient terminates this Agreement, the Recipient shall comply with all of the provisions in this Termination section, on the date the notice of termination is electronically transmitted, telecopied or personally served on NFWF and OSPR. Or, if the notice is transmitted by U.S. mail or alternative mail service, on the date it is placed in the mail addressed to the Agreement Manager and the Project Monitor.

In the event of termination by either party, the Recipient shall be entitled to reasonable compensation for deliverables submitted and accepted as satisfactory by OSPR before the date of termination.

Indemnity and Liability: In making the Agreement and monitoring performance under this Agreement, neither NFWF nor OSPR assume any liability for injuries or loss to persons or property resulting from the Recipient's activities under this Agreement.

The Recipient agrees to indemnify and hold harmless OSPR and NFWF, their officers, agents and employees from any and all losses accruing or resulting to the Recipient, or any subcontractors, individuals, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Agreement if caused by the Recipient's negligent acts, errors, or omissions.

In conducting its activities relating to the Project, the Recipient agrees to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations and ordinances; to secure all appropriate necessary public or private permits and consents; and to obtain and maintain all appropriate insurance against liability for injury to persons or property arising from its activities relating to the Project.

The Recipient expressly waives any and all rights to any type of express or implied indemnity or right of contribution from the State of California and the United States, their officers, agents or employees, for any liability resulting from or growing out of, or in any way connected with or incident to this Agreement.

Prohibited Activities: The Recipient agrees that it will not use any funds paid pursuant to this Agreement for lobbying activities, litigation expenses, terrorist activities or activities in violation of the Foreign Corrupt Practices Act.

Act Independently: The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or NFWF.

Agreement Not Assignable: Without the written consent of OSPR and NFWF, this Agreement is not assignable by the Recipient either in whole or in part.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein, shall be binding on any of the parties hereto. In addition, under no circumstances may the parties amend this Agreement to extend the Completion Date past October 31, 2020, or the Termination Date past December 31, 2020.

Complete Compensation: Payments under this Agreement are limited to the amount(s) specified in the Maximum Amount paragraph above, and are the sole compensation to be paid to the Recipient for any services, materials or other consideration provided by the Recipient under this Agreement.

Lobbying: The Recipient is prohibited from using funds from the Trust for lobbying the executive or legislative branches of the state or federal government.

Arbitration: If a dispute arises between the Recipient and NFWF or OSPR, the parties shall attempt to resolve it informally. If the dispute cannot be resolved informally, the parties may request arbitration. Notice of the demand for arbitration shall be made within thirty (30) days after it is determined that informal dispute resolution has failed. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedures. The parties shall each appoint one person to hear and determine the dispute. If the two appointed arbitrators shall be unable to agree, then they shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of such arbitration shall be borne by the losing party or in such proportions, as the arbitrator shall decide.

Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

Certification of Signatories: The people signing this Agreement certify that they are authorized by the entity they represent to sign this Agreement and to bind the entity they represent to the terms of this Agreement.

George C. Chapjian
Director, Community Services Department
Santa Barbara County Parks Division

Date

Timothy J. DiCintio
Senior Vice President, Impact-Directed Environmental Accounts
National Fish and Wildlife Foundation

Date

Approved as to form:

Mike Connell
Senior Environmental Scientist California
Department of Fish and Wildlife Office of
Spill Prevention and Response

Date

Approved as to form:

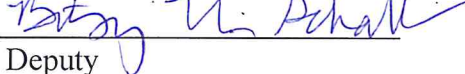
Michael C. Ghizzoni
County Counsel

Approved as to accounting form:

Theodore A. Fallati, CPA
County Auditor-Controller

By: 

Deputy County Counsel

By: 

Deputy

Approved as to form:

County Risk Management

By: 

Risk Management

Exhibit A
Work Program

2018 Dunes Stewardship Committee Endowment Project
Public Access Visitor Serving Proposal
Santa Barbara County Parks
January 16, 2018
Revised March 1, 2018

Project Title: Rancho Guadalupe Dunes Preserve Public Access Revitalization

Project Sponsor: Santa Barbara County Parks Division, Community Services Department

Project Location: Rancho Guadalupe Dunes Preserve, Santa Barbara County

I. Project Description

The purpose of this project proposal is to maintain and improve ADA-compliant visitor services at Rancho Guadalupe Dunes Preserve (Preserve) through public access improvements. County Parks has three related projects for funding consideration by the Dunes Collaborative Visitor Serving Task Force.

1. Install new pre-fabricated waterless restroom facility.

The current restroom was installed in 2005 and was constructed with pre-fabricated concrete walls and roof utilizing rebar as reinforcement. At the time it was not common to use epoxy coated or stainless steel rebar. The salt air associated with the proximity to the ocean has taken its toll on the steel encased in the concrete and is resulting in a failure of integrity of the building. Please see the attached building assessment report. The County will mandate in the project bidding documents that the manufacturer hired by the contractor shall provide only marine grade building materials for corrosive resistance and the County will provide comparative specifications similar to technical specifications provided for a non-pre-fabricated building installed at Arroyo Burro Beach Park in 2016. Examples of newer technologies include epoxy coated or stainless steel rebar along with doors and doorjamb made with composite material such as recycled plastic and fiberglass.

Seawater typically contains about 3.5% sodium chloride, although the salinity may be weakened in some areas by dilution with fresh water or concentrated by solar evaporation in others. Seawater is normally more corrosive than fresh water because of the higher conductivity and the penetrating power of the chloride ion through surface films on a metal. The rate of corrosion is controlled by the chloride content, oxygen availability, and the temperature. The 3.5% salt content of seawater produces the most corrosive chloride salt solution that can be obtained (<http://www.corrosion-doctors.org/Corrosion-by-Water/Types-of-water.htm>; internet access April 2, 2015).

The building assessment report also notes some deficiencies in the ADA accessibility of the building. The new facility would also bring the ADA access to and within the building up to current standards. The project would include removal of existing and installation of new restroom.

Installation of the new restroom facility will require concrete and asphalt work to accommodate slight variations in the new restroom dimensions and provide proper ADA accessibility. The concrete sidewalk will also be properly widened to meet ADA regulations, and the parking lot will be appropriately restriped to accommodate the proper amount of ADA parking stalls to comply with regulations as noted in the assessment report. Aside from the minor asphalt work in conjunction with the new restroom dimensions and ADA accommodations, the parking lot, which is in need of maintenance due to frequent use of

heavy sand removal equipment, will be improved via slurry seal or overlay. This parking lot refurbishment will be funded by the County as an in-kind match.

2. Install a new kiosk at the parking area to consolidate and improve informational and park entry signage.

The current installation of informational signs is unsightly and dispersed. Having an improved park entrance sign and a single kiosk with pertinent park information will clean up the look of the park and beach entrance. The new park entrance sign will be purchased and installed by others; the new informational kiosk will be constructed in-house.

3. Install new interpretive panels and benches along the concrete walkway at the parking area to consolidate and improve informational signage.

The Preserve is a popular northern Santa Barbara County public park open year-round to the public. With its approximately 600-acres of beaches, dunes, and riparian habitats associated with the mouth of the Santa Maria River, it is one of the few places that hosts several listed plants and animals, such as the California least tern, western snowy plover, and La Graciosa thistle. Installation of an estimated five (5) interpretive panels along the existing concrete walkway will provide detailed flora and fauna information to the public about the diverse dunes complex. The County will work with the Land Conservancy of San Luis Obispo and the Dunes Center on interpretive panel information.

II. Background

Rancho Guadalupe Dunes Preserve is part of the Nipomo-Guadalupe Dunes Complex. The Preserve is located in the northwest corner of Santa Barbara County immediately south of the Santa Maria River. The current approximately 592-acre configuration of the Preserve was established in 1987 when the Nature Conservancy purchased land from the Santa Maria Valley Associates using a grant from the California Coastal Conservancy.

III. Need

Restroom replacement and parking area ADA improvements

The 2014 building assessment report notes multiple deficiencies in the existing restroom building, most notably, the structural integrity due to failure of the rebar used originally on the project. For future public safety the building needs to be replaced within the next few years. The assessment report also notes issues with ADA access. The project would correct these issues both in the parking area and the transition to the restroom, providing a safe, sanitary and accessible facility.

IV. Annual Visitation

The Preserve had approximately 68,000 visitors and 36,000 vehicles enter in 2014, based on entry counts when staff was present. Fueled by an increasing rate of population growth on the Central Coast the number of Preserve visitors has been increasing annually by 4,000-5,000 people, so that by the year 2020 Preserve visitation is projected to be as high as 90,000. This projection is supported for the year 2014 by recreation industry standard visitation estimates based on the number of vehicles multiplied by 2.5. $36,000 \times 2.5 = 90,000$.

Preserve use includes:

Surfing / fishing / walking / hiking / birding / botanical exploration / picnicking / swimming / kayaking / sun bathing / photography / bicycling / jogging and other non-motorized forms of recreation / scenic viewing / law enforcement activities / access to Pt. Sal Rocks and Paradise Beach/ college field trips

Specific Preserve users:

In addition to the general public safety and law enforcement duties, please see Table 1 for a sample of group users and activities, below.

Table 1. Guadalupe Dunes Preserve - Sample of Group Visitors and Activities

SLO Archaeology Club to visit Ten Commandments site	Archaeology
Coastal Cleanup Day	beach/trash clean-up
Cal State Fullerton	College Field Trip
Long Beach College	College Field Trip
Geology Field Trip from Cuesta College to Pt Sal	College Field Trip/Pt Sal Access
Geology Field Trip from Riverside College to Pt Sal	College Field Trip/Pt Sal Access
Sierra Club	Hikers
Santa Ynez Valley Women's Hiking Group	Hikers
Cal-Poly Sierra Hiker's Coalition	Invasive Species Removal: Ice Plant
Speech Class from Allan Hancock	Invasive Species Removal: Ice Plant
Dunes Center sponsored Community Service Day	Invasive Species Removal: Ice Plant
Dunes Center Make-A-Difference Day	Invasive Species Removal: Ice Plant
Phi Sigma Kappa (Cal-Poly Fraternity)	Invasive Species Removal: Ice Plant
Cal-Poly Botany Class	Invasive Species Removal: Ice Plant
Mary Buren Elementary 5th	

V. Criteria

1. Geographic

The Preserve is separated from the Unocal/Chevron spill site only by the Santa Maria River, a part of which is in the Preserve.

2. Threshold Criteria

a. Technical feasibility:

The County has successfully completed numerous Federal, State and local grant projects on time and within budget. The County two staff assigned to this project have over 50 years of combined experience with capital improvements, and were responsible for a similar project located in Lompoc's Ocean Beach Park where an interpretive boardwalk to inform and connect the public to local flora and fauna was installed in 2014.

b. Consistency with the restoration goals:

Installation of interpretive panels will help connect the public to the Preserve's natural resources. The restroom improvements will help maintain public access to the Preserve for visitors, many of whom participate in Preserve conservation efforts. The vast majority of visitors arrive by automobile and park in the lot. The restroom facility proposed for replacement is the only one in the park for use by visitors. Without adequate visitor facilities, Preserve natural resources would be impacted.

Preserve access is maintained for the public, including many educational groups and groups that perform restoration in the Preserve. See Table 1 for a list of groups who have accessed the Preserve for education and restoration projects. Most of these projects and field trips have been initiated in collaboration with The Dunes Center. Once contact is made with the group on its first visit, these relationships can be

positively reinforced and in some cases have been expanded to additional visits and to related groups.

c. Compliance with laws:

The restroom building and parking lot improvements would be built in compliance with all applicable County building codes and Federal ADA guidelines. While County property is exempt from County zoning requirements, as the project replaces an existing restroom facility with no change in existing use with only minor footprint modifications, the project would be considered to be consistent with zoning of the restroom that is currently in place. Also, the County is a self-permitting agency and as such no building permits are required. Proper inspections will occur as needed during construction. Also, as there is no ground disturbance outside the existing development footprint and we are replacing the existing facility, there should be no other agency permits required for this work or permits that would affect the timeline of project completion.

d. Public health and safety:

County Park facilities are required to comply with current public health and safety codes. The corrosion of building materials will eventually degrade to the point that it will cause a safety hazard for the public using the facility.

3. Additional Criteria

a. Relationship to injured resource and services and avoidance of injury (a):

Safe access is integral to the Preserve's Land Trust mission of providing the public access for passive recreation, conserving the resources, educating the public. Maintaining a safe and accessible parking lot and restroom facility are important amenities that would otherwise prohibit or impact beach access for the public, especially the very young, the elderly, and the disabled. The restroom facility is expected to last at least 25 years. The interpretive panels and seating facilities will connect park visitors to the local natural resources of the Preserve and provide safe areas to relax and enjoy their surroundings. These improvements allow the public to access the park for recreation, and also those who come to the park to conserve its many valuable natural and cultural resources.

b. Likelihood of success (c):

Weather wears heavily on the facilities in the Preserve, including floods, erosion, high winds, corrosive salt air, and seawater. Updated and improved weatherproof materials will ensure longevity of the investment in the new restroom facility and the Preserve's informational provisions. County staff will continue to monitor and maintain the facility improvements in perpetuity.

c. Time to provide benefits (f):

The project would be able to be completed for public use within one (1) year of funding being available and funding contract fully executed.

d. Duration of benefits (g):

The restroom facility, interpretive panels and benches are expected to last 25 years, and will be properly maintained by County staff.

e. **Opportunities for collaboration (i):**

The County will provide one-time matching funds to manage the project, and will provide ongoing matching funds to maintain the facilities.

f. **Total cost and accuracy of estimate (k):**

The total cost estimate was prepared by the Parks Capital Division Manager in conjunction with the North County Parks Operation Manager; the County personnel have over 50 years combined experience with capital projects. The estimate included researching comparative costs on recent projects and researching manufacturing and delivery costs.

VI. Budget

The estimated project budget is \$385,000; \$230,000 being requested for funding by the 2018 Dunes Stewardship Committee Endowment Project and \$155,000 in matching funds being provided by the County. The pre-fabricated restroom is estimated to cost \$150,000, inclusive of an estimated \$35,000 to demo and disposal of the existing restroom facility. We also anticipate \$25,000 for ADA concrete sidewalk widening and ADA paving/stripping, and \$55,000 for interpretive panels, benches, an informational kiosk and improved park entry signage. The County would provide approximately \$155,000 in matching funds for project management and parking lot refurbishment.

Table 2. Budget and Project Summary

Budget 2018			DSCEP	COUNTY
item	Unit cost	Qty	total	total
Restroom removal and disposal fees	\$ 35,000	1	\$ 35,000	
New Pre-Fab restroom	\$115,000	1	\$115,000	
Concrete sidewalk ADA widening and ADA paving /stripping	\$ 25,000	1	\$ 25,000	
Interpretive panels	\$ 9,000	5	\$ 45,000	
Benches (5)	\$ 500	5	\$ 2,500	
Informational kiosk	\$ 2,500	1	\$ 2,500	
Park entrance sign	\$ 5,000	1	\$ 5,000	
Parking lot refurbishment	\$125,000	1		\$125,000
Project management	\$ 75	400		\$ 30,000

Summary				
Request Amount	Parks Matching Funds	Item	Need	Use
\$230,000	\$30,000 Project Management	Pre-Fabricated restroom and ADA site upgrades	Replace failing restroom and meet ADA regulations	To improve visitor-serving and ADA accommodations
	\$125,000 Parking Lot Refurbishment	Interpretive panels and benches	Connection of the public to the Preserve's flora and fauna	To impart local natural knowledge to visitors
TOTAL =\$230,000	TOTAL = \$155,000			