

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, March 17, 2017
TIME: 9:00 AM
PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

MEETING AGENDA

1. **Call to Order, Roll Call and Introductions – Janet Wolf**
2. **Approval of Agenda and Filing of Certificate of Agenda Posting**
Action: Approve and file.
3. **Consideration and Approval of Minutes of the BEACON Meetings held on January 20, 2017.**
Action: Approve and file.
4. **Public Comment and Other Matters not on the Agenda**
 - a. Receive public comments.
5. **Reports**
 - a. Reports from legislative offices.
 - b. Boating and Waterways.
 - c. Cal Coast.
6. **Auditors Controllers Recommended Actions**
 - a. Receive and file Recommended Fiscal Year 2017-18 Budget (Exhibit 1).
7. **BEACON Road-Show Presentation**
 - a. Receive a presentation from the Executive Director on the BEACON coast, BEACON's role, our regional coastal challenges and how BEACON can assist member agencies.
8. **Santa Barbara County Debris Basin Removal Project.**
 - a. Subsequent to Santa Barbara County Flood Control District's approval of the Cooperative Agreement, approve and authorize the Executive Director to sign the Grant Agreement with the Ocean Protection Council (OPC) for the Santa Barbara County Debris Basin Removal Project in the Amount of \$539,000.
 - b. Approve and authorize the Chair to sign a Cooperative Agreement with the Santa Barbara County Flood Control District to define roles and responsibilities for delivery of the Debris Basin Removal Project.
9. **BEACON Facebook Page.**
 - a. Receive a presentation from Executive Director on the benefits and risks of establishing a BEACON Facebook Page and provide direction to Staff.
10. **Executive Director's Report and Communications.**
 - a. Receive and file report from Executive Director.

Adjourn to next regular meeting, May 19, 2017, 9:00 AM Carpinteria City Hall



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Staff@Beacon.ca.gov

Internet:

www.beacon.ca.gov

Disability Access

The City of Carpinteria Council Chambers is located on the ground floor of City Hall located at 5775 Carpinteria Ave, Carpinteria, CA. 93013 Fourth Floor of the County. The Council Chambers is wheelchair accessible. Accessible public parking is available behind the Council Chambers.

American Sign Language interpreters, Spanish language interpretation and sound enhancement equipment may be arranged by contacting the City Clerk (Fidela Garcia) by 4:00 p.m. on Friday before the Board meeting. Contact information for the City Clerk is (805) 684-5405.

Late Distribution of Materials

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City Clerk to all or a majority of the members of the BEACON Board less than 72 hours prior to that meeting are available for inspection in the City Clerk Office, at 5775 Carpinteria Ave, Carpinteria, CA. 93013 and on the Internet at: BEACON.CA.GOV. Any written ex-parte communication subject to disclosure by members of the BEACON Board may be published online as an attachment to the corresponding item.

STAFF REPORT

Meeting Date: March 17, 2017
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date: March 9, 2017

**Subject: Consideration and Approval of Minutes of BEACON
Meeting held January 20, 2017**

REQUIRED ACTION:

- a. Approve and file.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 20, 2017

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013

Item	1	Call to Order, Roll Call and Introductions – Chair, Janet Wolf.
Minutes/ Actions:	Directors Present: <ul style="list-style-type: none"> • Steve Bennett (County of Ventura) • John Zaragoza (County of Ventura) • Janet Wolf (County of Santa Barbara) • Das Williams (County of Santa Barbara) • Gregg Hart (City of Santa Barbara) • Christy Weir (City of Ventura) • Fred Shaw (City of Carpinteria) • Paula Perotte (City of Goleta) • Jon Sharkey (City of Port Hueneme) 	
Item	2	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file
Minutes/ Actions:	At the recommendation of Legal Counsel, due to desired revisions by Legal Counsel to the Ocean Protection Council's (OPC) Grant Agreement Language being considered under Item 9, this item is being withdrawn from the agenda. The OPC agreement will be presented at the March 2017 Board Meeting. The Board Approved this action unanimously.	
Item	3	Consideration and Approval of Minutes of the BEACON Meetings held on January 20, 2017. Action: Approve and file.
Minutes/ Actions:	Approved.	
Item	4	Public Comment and Other Matters not on the Agenda Receive public comments.
Minutes/ Actions:	None.	
Item	5	Reports <ul style="list-style-type: none"> a. Reports from legislative offices. b. Boating and Waterways. c. Cal Coast.
Minutes/ Actions:	None.	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 20, 2017

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013

Item	6	Election of Chair and Vice Chair a. Election of BEACON Board Chair and Vice-Chair for 2017.
Minutes/ Actions:		<p>The Executive Director explained that traditionally BEACON has had the Chair and Vice-Chair hold office for two year periods. In addition, the two positions are typically held by one Director from Ventura County and one from Santa Barbara County. Currently, the Chair is Supervisor Wolf from Santa Barbara County and the Vice Chair is Councilmember Sharkey from the City of Port Hueneme.</p> <p>After brief discussion there was a motion for the new Chair to be Councilmember Sharkey from the City of Port Hueneme and the new Vice-Chair to be Councilmember Hart from the City of Santa Barbara.</p> <p>BOARD ACTIONS: 1. The Board approved unanimously the motion.</p>

Item	7	Auditor Controller Recommended Actions a. Receive and file the Budget-to-Actual report for the year-to-date period ending December 31, 2016 (Exhibit 1). b. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 7/10th vote): <div style="margin-left: 40px;"> INCREASE Contributions and Donations \$ 2,500 DECREASE Unassigned Fund Balance \$ 4,000 INCREASE Other Professional and Specialized \$ 6,500 </div>
Minutes/ Actions:		<p>Mr. Omar Arreola of Ventura County Auditor Controllers Office presented Item a. – the Budget-to-Actual report for the year-to-date period ending December 31, 2016. Mr. Arreola also presented the request to make budgetary adjustments as described under Item b.</p> <p>Discussion for Recommendation a: Receive and file report from Ventura County Auditor-Controller's Office on Budget-to-Actual for Fiscal Year 2016-17 for the period ending December 31, 2016 (Exhibit 1).</p> <p>Discussion for Recommendation b (requires 7/10ths vote): To increase Contributions and Donations by \$ 2,500 to accommodate for City of Goleta – Kelp Anchor Demonstration Project Grant, accepted by BEACON's Board at September 16, 2016 Board Meeting. To increase Other Professional and Specialized Services by \$ 2,500 to accommodate for Bob Kiel professional services in installing and reporting on the Kelp Anchor Demonstration Project.</p> <p>BOARD ACTIONS: The Board approved unanimously the Auditor Controller Recommended Actions – Item a and Item b.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 20, 2017

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013**

Item	8	Goleta Beach a. Receive a presentation from the County of Santa Barbara on the recent Goleta Beach Nourishment Project.
Minutes/ Actions:	<p>Director Wolf introduced this item since the Goleta Beach Project is located within her supervisorial District. Director Wolf explained that The Goleta Beach Project has been on-going for over ten years. The County completed a comprehensive study of Goleta Beach and requested that the Coastal Commission approve a permit to allow the rock revetment currently in place to remain in order to protect the Goleta Beach Park from erosion. The Coastal Commission approved this request.</p> <p>Executive Director Brennan explained that at one time BEACON, under the South Central Coast Beach Enhancement Program (SCCBEP), held permits to allow nourishment of Goleta Beach. The permits were utilized for a nourishment of the Beach in 2010. The permits have subsequently expired. BEACON has not renewed the permits in part due to the significant cost to do so. Indeed the complexity and resulting cost of securing permits for beach nourishment remains an obstacle to many jurisdictions up and down the California Coast.</p> <p>Mr. Brennan explained that a small beach nourishment project at Goleta Beach has just begun, details of which will be presented by Santa Barbara County Project Manager, Jill Van Wee and Consultant Project Manager Dan Gira from AMEC.</p> <p>Mr. Gira presented a brief slide show of the ongoing nourishment project. Detailed of the presentation are as follows:</p> <ul style="list-style-type: none">• The purpose of the project is to bury the now exposed rock revetment that was recently approved by the Coastal Commission to remain in place at the west end of Goleta Beach.• A total of approx. 6,000 CY of sand will be excavated from West Beach next to Santa Barbara Harbor and trucked up to Goleta Beach for placement. The movement of this quantity of sand will require approx. 600 truck trips.• Separate permits were secured for both the excavation work at Santa Barbara's West Beach and for the sand placement at Goleta Beach.• The project is expected to be completed by the end of January 2017. <p>Parks Director from City of Carpinteria, Mr. Matt Roberts, expressed his concern with up-coast re-cycling projects such as the Goleta Beach project presented, because it reduces the amount of sand going downcoast to nourish downcoast beaches. Mr. Roberts suggested use of more local nourishment sand sources such as the Goleta Slough for Goleta Beach.</p> <p>Director Wolf agreed that the use of sediment in Goleta Slough would be ideal for nourishment of Goleta Beach but seeking approval from the Resource Agencies is challenging.</p> <p>BOARD ACTIONS: The Board received and files presentation.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 20, 2017

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013**

Item	10	<p>Supplemental Dredging Project</p> <ul style="list-style-type: none"> a. Receive report from Executive Director on Staff's recommendation to submit a grant application to the California Division of Boating and Waterways for supplemental dredging funding for the three harbors within the BEACON jurisdiction. b. Approve and authorize the Executive Director to sign the attached Resolution authorizing submittal of a grant application to fund supplemental harbor dredging under the Beach Erosion Control and Public Beach Restoration Grant program of the California Division of Boating and Waterways.
Minutes/ Actions:	<p>BEACON Program Manager Gerald Comati provided a brief verbal explanation of the project as follows:</p> <p>All three of the BEACON jurisdiction harbors (Santa Barbara, Ventura and Channel Islands) have beneficial sand by-pass programs in place whereby dredged sand is pumped to the nearest downstream beaches. Such beneficial by-pass provides immediate sediment benefits to the BEACON coast by feeding sand back into the littoral cell. In an effort to implement a very cost efficient and immediate regional coastal benefit, in May 2016 a Memorandum of Understanding (MOU) between BEACON and the three harbors districts was executed. The MOU defined a commitment by BEACON to pursue grants that can fund supplement dredging to the ongoing annual or biannual Federal dredging operations at each harbor. BEACON Staff are recommending the preparation of a grant application to the Division of Boating and Waterways (DBW) for \$2 to 3 Million in funding.</p> <p>If BEACON is successful in securing a DBW grant, the strategy for implementation would be to provide a portion of the supplemental funding to each of the three harbors that would be used to fund additional dredging of the harbor sand traps. The cost efficiency is accomplished because the supplemental funding would be added to the ongoing annual/biannual Federal Dredging Operations at each harbor. The Federal programs would fund the very costly mobilization and demobilization costs of the dredger and would fund the dredging of the Federal Channels and if budget is available, some of the sand-traps too. The supplemental funding provided by BEACON through the DWA grant would continue the dredging operations of the sand-traps which would add more beneficial by-pass sand to be pumped to down-stream beaches.</p> <p>Staff is seeking approval from the Board to proceed with the DBW Grant application and to approve a Resolution authorizing submittal of the grant application.</p> <p>Director Hart asked whether the funding split between the three harbors could be flexible depending on need at the time of the grant funding becomes available? Staff responded that this was a possibility.</p> <p>Director Weir clarified that the beneficial bypass sand from Santa Barbara Harbor goes to East Beach, from Ventura Harbor goes to a location immediately north of the Santa Clara River Mouth, and from Channel Islands Harbor goes to Port Hueneme Beach.</p> <p>BOARD ACTIONS: The Board approved unanimously to receive and file the presentation and approved the Resolution authorizing submittal of the grant application to DBW.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 20, 2017

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013

Item	<div data-bbox="310 359 1490 457"> <div data-bbox="310 359 354 457">11</div> <div data-bbox="367 359 1490 457"> <p>Overview of 2017 for BEACON</p> <p>a. Receive a presentation from the Executive Director on key BEACON activities and projects for calendar year 2017..</p> </div> </div>
<div data-bbox="164 1094 282 1157"> Minutes/ Actions: </div>	<div data-bbox="310 464 1490 1776"> <p>Executive Director Brian Brennan provided the following summary of planned BEACON activities for calendar year 2017:</p> <p><u>BEACON Support to Member Agencies.</u></p> <ul style="list-style-type: none"> • Staff is assembling a presentation for each member agency council or board explaining BEACON's regional role and identify ways BEACON can directly assist each member agency. • Staff will continue to pursue funding to update BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address SLR projections and adaptation policies. • Staff will continue to stay on the forefront of coastal issues and provide regional guidance to member agencies. <p><u>Debris Basins Removals.</u></p> <ul style="list-style-type: none"> • BEACON will continue to implement debris basin removal projects to enhance sediment flow to the coast. Currently a grant from OPC has been secured for the removal of two debris basins in Santa Barbara County. • Staff will work with the Ventura County Flood Control District to identify debris basin removal projects in Ventura County. • Staff will also continue to work with the National Recovery Damage Assessment Team assigned to secure funding for further debris basin removal projects as mitigation for the Refugio Oil Spill. <p><u>Supplemental Dredging Program.</u></p> <ul style="list-style-type: none"> • Staff will be submitting a grant application to the Division of Boating and Waterways to funding supplemental dredging at each of the three harbors within the BEACON jurisdiction. • Staff will pursue other grant funding opportunities to fund supplemental dredging. <p><u>Kelp Project.</u></p> <ul style="list-style-type: none"> • Staff will continue to monitor the success of the Kelp Anchor project and apply for permit extensions. <p>Director Weir indicated that the public is confused about coastal issues and SLR projections. BEACON needs to try and educate the public through public workshops, website information, government TV opportunities, and perhaps set up a BEACON Face-Book page.</p> <p>BOARD ACTIONS: The Board requested research into setting up a BEACON Face-Book page.</p> </div>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 20, 2017

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013

Item	12	Executive Director's Report and Communications.
Minutes/ Actions:	<ul style="list-style-type: none">• None	

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

Adjourn to next regular meeting March 17, 2017 at 9:00 AM in Carpinteria City Hall

STAFF REPORT

Meeting Date: March 17, 2017
Agenda Item: 6



To: BEACON Board of Directors
From: Ventura County Auditor-Controller's Office
Date: March 8, 2017

A California Joint Powers Agency

Subject: Auditor-Controller Recommended Actions

Recommendations:

- a. Receive and file Recommended Fiscal Year 2017-18 Budget (Exhibit 1).

Discussion for Recommendation a:

This budget assumes the regular annual dues and contains a Contingency of \$126,262. If unused, this would leave an ending fund balance of approximately \$126,262.

Analysis

In FY 2016-17, the Board approved a 30% increase in annual dues in order to mitigate the rising cost of expenditures, primarily due to the necessity of a greater effort by BEACON's consultant staff required to implement an expanding BEACON work scope. As Sea Level Rise and Climate Change issues are becoming more front and center, BEACON has been pursuing more grant opportunities to deliver regional coastal sediment enhancement strategies as well as retooling in order to provide a more useful regional technical and political resource to assist the BEACON member agencies implement their own coastal policies.

Overhead Expenditures:

- For FY 2017-18 BEACON has successfully secured grant funding from the Ocean Protection Council (OPC) to remove two debris basins in Santa Barbara County. A portion of the funding can be utilized by BEACON Staff to manage the Grant and deliver some of the Tasks funded by the grant. With this influx of funding, BEACON will be able to cover a portion of Overhead Expenditures as qualifying Grant Reimbursable Expenditures, thus reducing the burden Overhead Expenditures have on BEACON by \$5,000 over those expended in FY 2016-17.
- The Recommended Budget for FY 2017-18 reflects an Overhead of \$109,500, this represents a reduction of \$24,980 from FY 2016-17.

Revenue:

- As a result of the increase in annual membership dues initiated for FY 2016-17, the projected beginning fund balance for FY 2017-18 is now \$103,562. This represents an increase of \$7,578 from the beginning fund balance for FY 2016-17.
- The annual membership dues for FY 2017-18 are assumed to remain the same as FY 2016-17.

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>

Meeting Date: March 17, 2017

Agenda Item: 6

Subject: Auditor-Controller Recommended Actions

Grant Revenue:

As explained above, for FY 2017-18 BEACON will be able to utilize Grant Revenue to fund the effort that BEACON Staff expend on the Grant funded project. By doing this, BEACON is able to reduce Overhead funded Expenditures for these same BEACON Staff.

Recommended Budget

Staff is recommending consideration by the Board of the Budget presented in Exhibit 1, which assumes the regular annual dues amounts and reduced overhead expenditures. The recommended budget results in a contingency of \$126,262.

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2017-2018

Fund 0025	Division/ Unit Code	Account Code	FY 2015-16 Actual	FY 2016-17 Estimated Actual	FY 2017-18 Recommended March 17, 2017	FY 2017-18 Adopted by BEACON Board May 19, 2017
------------------	------------------------------------	-------------------------	------------------------------	--	--	--

EXPENDITURES

Services and Supplies

Overhead:

Insurance	5665	2072	3,124	3,209	3,500	
Memberships and Dues - (Cal Coast)	5665	2131	1,500	-	-	
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	5,000	-	2,500	
Miscellaneous Expense - (Misc Office Exp / Public Relations)	5665	2179	-	-	-	
Miscellaneous Expense - (Permit/Planning Fees)	5665	2179	-	-	-	
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info))	5665	2179	111	96	500	
Miscellaneous Expense - (SCCBEP)	5665	2179	-	-	-	
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	8,648	15,000	12,000	
Engineering and Technical Surveys - (Program Mgmt - COM3)	5665	2183	46,955	47,810	45,000	
Attorney Services - (Co of Sta Barbara)	5665	2185	8,078	12,000	12,000	
Other Professional & Spe Svcs- (Accounting Services - Co of Ventura)	5665	2199	7,631	15,000	15,000	
Other Professional & Spe Svcs- (Biennial Audit Services)	5665	2199	1,000	9,980		
Other Professional & Spe Svcs- (Marc Beyeler)	5665	2199	13,250	15,000	15,000	
Other Professional & Spe Svcs- (Greg Christman)	5665	2199	-	6,028	-	
Other Professional & Spe Svcs- (Pam Baumgardner)	5665	2199	300	-	-	
Other Professional & Spe Svcs- (Richard Wilborn)	5665	2199	250	-	-	
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	5665	2292	1,172	3,000	4,000	
Total Overhead			97,018	127,123	109,500	-

Grants - OPC, Debris Basins Removal:

Engineering and Technical Surveys - (Program Mgmt & Best Practices Manual (Tasks 1, 8 & 9) - COM3)	5665	2183	-	-	8,500	-
Engineering and Technical Surveys - (Tech Advisor & Best Practices Manual (Tasks 1 & 8) - J Bailard)	5665	2183	-	-	6,000	-
Engineering and Technical Surveys - (Planning, Engineering, Construction, CM, Monitoring & Restoration (Tasks 2, 3, 4, 5, 6 & 7) - SB County Flood Control District)	5665	2183	-	-	4,000	-
Total Grants - OPC, Debris Basins Removal:			-	-	18,500	-

Total Services and Supplies			97,018	127,123	128,000	-
Contingencies	5665	6101	-	-	126,262	-
Total Contingencies			-	-	126,262	-
TOTAL EXPENDITURES			97,018	127,123	254,262	-

FINANCING SOURCES

Beginning Fund Balance Appropriated			85,203	95,984	103,562	-
Investment Income - (Interest Earnings)	5665	8911	794	1,000	1,000	-
State Other - (OPC: Debris Basins Removal)	5665	9252	-	-	18,500	-
Other Governmental Agencies - (Member Dues/Assessments)	5665	9371	103,000	131,200	131,200	-
Contributions and Donations - (City of Goleta: Kelp Anchor Project)	5665	9770	4,005	2,500	-	-
Total Revenue			107,799	134,700	150,700	-
TOTAL FINANCING SOURCES			193,002	230,685	254,262	-
Actual / Projected Fund Balance			95,984	103,562		

STAFF REPORT

Meeting Date: March 17, 2017
Agenda Item: 7

To: BEACON Board of Directors
From: Executive Director
Date March 8, 2017

Subject: BEACON Road-Show Presentation

Required Action:

- a. Receive a presentation from the Executive Director on the BEACON coastline, BEACON's role, our regional coastal challenges and how BEACON can best assist its member agencies.

DISCUSSION:

BEACON is in a unique position to provide a regional view of coastal issues and challenges in light of SLR, climate change, and coastal adaptation solutions as well as to provide a forum for regional dialogue on coastal issues and to serve as a public education resource.

At the direction of the Board, Staff has developed a PowerPoint presentation that introduces and explains BEACON's role, capabilities and mission to each member agency. Before BEACON takes the presentation on the road, Staff is seeking input from the Board on how the presentation can be best tailored for each individual jurisdiction.

Based on a survey that BEACON released to its member agencies last year, there appears to be a general consensus that BEACON should provide the following coastal-related services:

- a. Provide a regional voice to State and Federal Government.
- b. Provide a regional forum for the establishment of policy.
- c. Provide a regional forum for local government and community education.
- d. Provide a regional forum for specific coastal project discussions and defining assistance strategies.
- e. Secure grant funding for coastal programs, studies and projects.
- f. Assist member agencies in securing coastal-related grant funding.
- g. Collaboration with member agencies in delivering coastal-related projects.
- h. Serve as a source for coastal-related technical and scientific information.
- i. Serve as a source for coastal-related technical and scientific expertise.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>

STAFF REPORT

Meeting Date: March 17, 2017
Agenda Item: 8

To: BEACON Board of Directors
From: Program Manager
Date January 11, 2017



Subject: Santa Barbara County Debris Basin Removal Project

Required Action:

- a. Subsequent to Santa Barbara County Flood Control District's approval of the Cooperative Agreement, approve and authorize the Executive Director to sign the Grant Agreement with the Ocean Protection Council (OPC) for the Santa Barbara County Debris Basin Removal Project in the Amount of \$539,000.
- b. Approve and authorize the Chair to sign a Cooperative Agreement with the Santa Barbara County Flood Control District to define roles and responsibilities for delivery of the Debris Basin Removal Project.

DISCUSSION:

Background

From a sand transport perspective, by far the largest feeder of sediment to the BEACON coast is from our creeks and rivers. However, this natural process is often obstructed by debris basins. Consequently, as previously presented to the Board, BEACON staff has communicated with the Flood Control Districts of Santa Barbara and Ventura to discuss the potential for removal or modification of existing debris basins to allow sediment to flow unobstructed to the coast. Both agencies do have plans in place for debris basin removals projects. BEACON presented a cooperative initiative to seek supplemental grant funding for these debris basin removal projects.

Ocean Protection Council Grant

In the fall of 2015, the Ocean Protection Council (OPC) released a call for proposals for Proposition 1 (Water Quality, Supply, and Infrastructure Improvement Act of 2014) funded projects that could "provide more reliable water supplies, restore important species and habitat, and develop a more resilient and sustainably managed water that can better withstand inevitable and unforeseen pressures in the coming decades". BEACON Staff approached the Santa Barbara County Flood Control District to identify debris basin removal projects already in development that could greatly benefit from an infusion of supplemental grant funding. The Flood Control District identified two debris basin removals, one at Rattlesnake Creek and one at San Ysidro Creek.

A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>

Grant Award

In December 2015, BEACON Staff submitted a Letter of Intent to the OPC for these debris basin removal projects. The OPC approved the Letter of Intent and authorized BEACON to prepare a full proposal. BEACON Staff, working closely with Flood Control Staff, submitted a full proposal to OPC in February 2016. The proposal requested \$539,000 of Proposition 1 funds for use in the project development, construction and monitoring phases of the Rattlesnake and San Ysidro Creeks debris basin removal projects.

In June of 2016 the OPC Commission awarded to BEACON the \$539,000 of requested funding for the projects. The total project cost is estimated at \$1,076,000. OPC will fund \$539,000, the Santa Barbara County Flood Control District will fund \$532,000 and BEACON will contribute \$5,000. While BEACON is contributing \$5,000 of its own funds, \$40,000 of the OPC funding will be available to fund BEACON staff and any necessary consultants to administer the Grant and develop a “Best Practices Manual”. The Best Practices Manual will be developed to provide guidance to other statewide agencies interested in implementing similar debris basin removal projects.

For the two debris basin removal projects, the Santa Barbara County Flood Control District is the lead agency for environmental review under the California Environmental Quality Act. The OPC Grant Agreement is attached as Attachment 1.

Staff is requesting the Board approve the OPC Grant Agreement. Following executing by BEACON, OPC will execute the Agreement.

Cooperative Agreement Between BEACON and Santa Barbara County

Staff has prepared a Cooperative Agreement between BEACON and the Santa Barbara County Flood Control District to define the roles and responsibilities for delivery of the Debris Basin Removal Projects and for use of the OPC Grant funding.

The majority of the work (environmental, design, construction, restoration and monitoring) will be performed by the Flood Control District and therefore, under the Cooperative Agreement, County Flood Control District will be responsible for delivery of the most components of the project.

Staff is requesting that the BEACON Board approve the Cooperative Agreement. Following BEACON approval, the County Flood Control Board of Directors will consider approval in April or May 2017.

GRANT AGREEMENT
State of California - The Natural Resources Agency/Ocean Protection Council

Grantee Name: Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)

Project Title: Santa Barbara County Debris Basin Removal and Fish Passage Project

Agreement Number: P01-1-06

Authority: Proposition 1, The Water Quality, Supply, and Infrastructure Improvement Act of 2014, California Water Code, Division 26.7, implementing Public Resources Code sections 35500 *et seq.* and 35650.

Program: California Ocean Protection Council

PROJECT DESCRIPTION

This Project is a natural infrastructure restoration effort that will remove two fifty-year old concrete debris dams from Rattlesnake and San Ysidro Creeks located in the foothills behind the City of Santa Barbara. These creeks form part of the watershed for the Santa Ynez Mountains and in the past served as important sources of coastal beach sand and pathways for migrating steelhead fish. Removing the two dams will restore these natural functions, contributing positively to coastal watershed and habitat restoration, sustainable fisheries, regional sediment management and climate change adaptation.

A detailed Project Scope and activities, Project Schedule and Project Budget are described and attached hereto as Exhibit A.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the Funds pursuant to the Grant Guidelines, Application and requirements described in Exhibit C. Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. The California Natural Resources Agency and California Ocean Protection Council (OPC or State) shall have the right to republish any material generated by this grant.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat Restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
4. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to

assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

1. The term "Act" means Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014.
2. The term "Aquisition " means obtaining a fee interest or any other interest, including Easement, leases, and Development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by Applicant to the Ocean Protection Council or Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Ocean Protection Council's Proposition 1 Grant Guidelines and Application.
6. The term "Authorization" means the Ocean Protection Council adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
7. The term "Development" means improvement, rehabilitation, Restoration, Enhancement, preservation, protection and interpretation or other similar activities.
8. The term "Executive Director" means the Executive Director of the Ocean Protection Council, who is also the Deputy Secretary for Ocean and Coastal Policy.
9. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
10. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
11. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of Funds by the State for the performance of specific Project objectives within a specific Project Performance Period by the Grantee.
12. The term "Grantee" means an Applicant who has a signed agreement for Grant Funds.
13. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
14. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under section 501(c)(3) of the Internal Revenue Code.
15. The term "Other Sources of Funds" means cash or In-Kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

16. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
17. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
18. The term "Project Manager" means the representative of the State given authorization by the Ocean Protection Council Executive Director to administer and provide oversight of the Grant.
19. The term "Public Agency" means any State of California department or agency, a county, city, or public district or public agency formed under California law.
20. The term "Request for Disbursement" means the form that will be submitted requesting payment.
21. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.
22. The term "Work Plan" means the description of the tasks and related work to be accomplished by the Project
23. The term "Work Program" means the State approved Work Plan, Project Schedule, and Project Budget, as described in Exhibit A.

B. Project Execution

1. Subject to the availability of Funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional Funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2020**.
4. To the extent it is relevant, Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for Planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the Project continues to meet all objectives of the Grant Program and is consistent with the intent cited in the original Application.

If a Grantee's Project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the Grantee shall have the option of either: (1) reimbursing the Natural Resources

Agency for all State-reimbursed preliminary costs (e.g., Planning, design, etc.), or (2) relinquishing any Planning/design documents, including all copies, reproductions, and variations resulting from said Funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Additionally, the Grantee shall assure that any entity with whom it contracts or engages in work complies with all current laws and regulations as described in section B(4)(6).
8. Grantee shall provide access to the State upon 24 hours-notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
9. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
10. Grantee shall provide status reports of the work at the request of the State, and no less frequently than every quarter.
11. Grantee shall provide for public access and/or educational features where feasible.
12. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any Acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
13. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

- a. All payment requests must be submitted using a completed Request for Disbursement Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. Additionally, the Grantee is required to submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
 - c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any direct expense or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
 - d. For instances in which travel reimbursement is an approved cost in the grant, the State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State 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.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures Funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
 4. The State reserves the right to request reimbursement of any Funds spent on the Project, even Funds deemed eligible costs, if the Project is not completed in accordance with the Grant Agreement and the guidelines.
 5. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2020**.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other Funds for the Project.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to Funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any State or federal law or policy by Grantee which affects performance of this or any other Grant Agreement or contract entered into with the State.
3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of Funding authorized in this Agreement.
4. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, Enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding would be used to complete the Project, the Grantee shall establish internal systems to track expenditure of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

H. Work Product

1. Where relevant, the Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

I. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 20 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or

otherwise disposed of is less than the entire interest in the property Funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally

with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must State the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to Executive Director of the OPC who is also the Deputy Secretary for Ocean and Coastal Policy for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

P. Executive Director's Designee

The Executive Director shall designate an Ocean Protection Council Project Manager who shall have the authority to act on behalf of the Executive Director with respect to this Agreement. The Executive Director shall notify the Grantee of the designation in writing.

Q. Insurance

Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain self-insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.

If the Grantee provides funds to any contractor to accomplish any of the work of this Agreement or provides funds to any subgrantee to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each subgrantee or contractor requiring it to provide and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the subgrantee or contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the subgrantee or contractor may satisfy the coverage required by this section in whole or in part through: (a) its 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. Required insurance shall be maintained

from the commencement date through the completion date of the work undertaken by the subgrantee or contractor under the approved Work Program.

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

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- 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.

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

- a. General Liability: (Including operations, products and completed operations, as applicable) \$1,000,000 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 shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Use of Watercraft. If the subgrantee or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Executive Director.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

5. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Ocean Protection Council. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

- a. The State of California, its officers, agents and employees are to be covered as insured 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 performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
- b. For any claims related to this agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
- c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. 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 Ocean Protection Council and approved in writing by the Executive Director.

7. Verification of Coverage. The Grantee shall furnish the Executive Director with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Director before work commences. The Ocean Protection Council reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

5. Premiums and Assessments. The Ocean Protection Council is not responsible for premiums and assessments on any insurance policy.

6. Indemnity. The grantee shall agree to indemnify and hold harmless the state of California, acting by and through the Ocean Protection Council, and any employee or agent thereof harmless from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the use by Grantee of results obtained from the activities performed under this agreement; provided, however, that any such liability, loss or damage resulting from this agreement was not caused by the gross negligence or malfeasance of the OPC, its employees or agents.

Exhibit A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY/OCEAN PROTECTION COUNCIL GRANT AGREEMENT

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1)

Grantee Name: Beach Erosion Authority for Clean Ocean and Nourishment (BEACON)
Project Title: Santa Barbara County Debris Basin Removal and Fish Passage Project
Agreement Number: P01-1-06

Budget Summary:

Ocean Protection Council funding: \$539,000
Other funding: \$5,000 (BEACON), \$532,000 (Santa Barbara County Flood Control District),
Total project cost: \$1,076,000

Schedule:

Begin date: March 30, 2017
End date: March 30, 2020

The project will remove man-made debris-basins from Rattlesnake and San Ysidro Creeks located in Santa Barbara. In addition, each creek will be restored to their natural profiles and obstructions to natural sediment flow will be removed. The project will contribute to climate change and sea level rise adaptation, mitigating the negative effects of extreme storm events by better managing creek sediment movement and promoting natural sediment supply to the coast. The project will provide multiple benefits including habitat and natural resource restoration, flood management, regional sediment management, and coastal erosion control.

The following is a list of list of performance measure for these project goals:

Rattlesnake Creek

- Removal of approximately 600 CY of grouted rock slope protection.
- Excavation of approximately 1,000 CY of native material and placement of approximately 800 CY of sub-streambed material
- Placement of approximately 600 CY of streambed material for the restored channel.
- Planting of approximately 700 trees/shrubs
- Removal of approximately 70 linear feet of pipe currently located under the riverbed

Exhibit A

San Ysidro Creek

- Removal of approximately 400 CY of grouted rock slope protection
- Excavation of approximately 1,700 CY of native material and placement of approximately 1,200 CY of sub-streambed material
- Placement of approximately 500 CY of streambed material for the restored channel
- Planting of approximately 700 trees/shrubs
- Removal of approximately 60 linear feet of pipe currently located under the riverbed

Task 1. PROJECT MANAGEMENT

1.1 Grant Administration

The Grant will be managed by the BEACON Program Manager. All issues related to administration, project progress, schedule and expenditures/budget will be managed by BEACON Program Manager who will host a bi-weekly project status meeting conference call with the Santa Barbara County Flood Control in order discuss project progress, issues and identify action items. OPC will be invited to participate in the conference calls. BEACON Program Manager will prepare meeting notes and action items and will also maintain the project Schedule (attached).

1.2 Design and Planning Management

The Santa Barbara County Flood Control District will manage the preparation of the Environmental Document Addendum, the design, and securing all permits for the Project. The key personnel from Flood Control will be the Environmental Manager and Engineering Manager. Both these personnel will attend the bi-weekly project status conference call meetings hosted by BEACON (see above).

1.3 Construction

The construction will go through a public bid process administered by the SB County Flood control District. The successful contractor will be under contract to the Flood Control District. Construction will be overseen by the Flood Control Engineering Manager. During construction, BEACON Program Manager will attend the weekly construction meetings with the Contractor, Flood Control Staff, and a Construction Management consultant. The CM consultant will be selected by the Flood Control District and be under contract to the District. The Resident Engineer will be from the CM consultant firm and will manage the day to day construction activities.

1.4 Restoration

Following construction, restoration planting will be installed by the Flood Control District and managed by the Environmental Manager.

1.5 Monitoring

Environment monitoring will occur during construction and be performed and managed by the SB County Flood Control District Environmental Manager who will participate it the weekly construction meetings to provide updates. Following construction, the SB County Flood

Exhibit A

Control District Environmental Manager will manage the post project monitoring effort which will focus on restoration.

1.6 Best Practices Manual

Preparation of the Best Practices (BPM) Manual will be performed by BEACON Staff in coordination with the Flood Control District. This overall effort will be managed by BEACON Program Manager.

Task 1 - Project Management			
Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$10,000	\$5,000	\$4,000	\$19,000
Schedule:			
From:	3/30/2017	To:	3/30/2020
Deliverables:			
1	Bi-Weekly Project Development Team (PDT) Meeting Notes/Action Items		
2	Updated Project Schedule		
3	Quarterly Progress Reports		
4	Project Completion Report		
Involved Personnel:			
1	BEACON Program Manager		
2	SB County Flood Control Environmental Manager		

Task 2. CEQA + PERMITTING

2.1 Secure BO from NMFS and US Army Corps of Engineers Permit (complete)

In 2014 the SB Co Flood Control District received a Biological Opinion (BO) from the National Marine Fisheries (NMFS) for an updated Routine Creek and Debris Basin Maintenance Program. The District finalized the B.O. in 2015 and the ACOE issued the associated Standard Individual Permit (SIP) in May 2016. The Debris Basin Maintenance Program included the potential removal of Rattlesnake and San Ysidro creeks Debris Basins.

2.2 Debris Basin Maintenance and Removal Plan (Addendum to Programmatic EIR)

Flood Control will prepare a Debris Basin Maintenance and Removal Plan which will represent an Addendum to the existing Updated Routine Maintenance Program Programmatic EIR (PEIR). A draft document will be distributed for review by interested agencies and public.

2.3 Secure CDFW and RWQCB Permits

SB Co Flood Control will prepare Permit Applications for the CDFW and RWQCB. Comments will be addressed and permits will be secured by June 2017. The SB County Flood Control District Environmental Manager will lead this effort.

Exhibit A

Task 2 – CEQA and Permitting

Budget:				
Grant Funded		BEACON	SB Co Flood Control	Total Cost
\$0		\$0	\$16,000	\$16,000
Schedule:				
From:		3/30/2017	To:	6/28/2017
Deliverables:				
1	Approved Addendum to PEIR			
2	US Army Corps of Engineers Permit			
3	California Department of Fish and Wildlife Permit			
4	Regional Water Quality Control Board Permit			
Involved Personnel:				
1	BEACON Program Manager			
2	SB County Flood Control Environmental Manager			

Task 3. Design

3.1 30% Design (complete)

SB CO flood Control will prepare a 30% Design of the Rattlesnake and San Ysidro Debris Basin Removal Projects and will be used in preparation of the Debris Basin Plan (see Task 2.2 above). The design effort will be led by the Flood Control Engineering Manager.

3.2 50% Design

SB CO Flood Control will prepare 50% Design of the Rattlesnake and San Ysidro Debris Basin Removal Projects. The 50% Design will be reviewed by NMFS and comments addressed. The design effort will be led by the Flood Control Engineering Manager.

3.3 90% Design Plans, Specifications and Estimate

SB CO Flood Control will prepare 90% level Design Plans, Specifications and Estimate for the Rattlesnake and San Ysidro Debris Basin Removal Projects. The 90% Design will be reviewed by NMFS and comments addressed. Upon completion of the Estimate, the project budget will be modified according. The OPC Prop 1 Grant funding contribution will be kept fixed. The design effort will be led by the Flood Control Engineering Manager.

3.4 Bid Package

SB CO Flood Control will assemble the Bid Package consisting of Plan, Specifications, Engineers Estimate and Construction Contract Proposal Package. The package will be reviewed through SB CO Public Works protocol including legal review. The design effort will be led by the Flood Control Engineering Manager.

Exhibit A

Task 3 –Design

Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$4,000	\$0	\$31,000	\$35,000
Schedule:			
From:	3/30/2017	To:	03/23/2018
Deliverables:			
1	30% Design		
2	60% Design		
3	90% Design Plans Specifications and Estimate		
4	Bid Package		
Involved Personnel:			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		

Task 4. Construction

4.1 Advertisement/Bidding

SB CO Flood Control will Advertise the Rattlesnake and San Ysidro Debris Basin Removal Project. The Flood Control District will host a pre-bid conference including a field review and will release any Addendums necessary to address questions during bidding. The Flood Control District will manage the bid opening and review the bids for compliance with the provisions of the Contract Proposal. The effort will be managed by Flood Control Engineering Manager.

4.2 Contract Award

Upon approval of the “low bidder” the Flood Control legal will review the Contract Proposal and all required submittals and recommend approval by the County Board of Supervisors. Upon approval of the Construction Contract by the Board of Supervisors, a Notice to Proceed will be submitted to the Contractor to start work.

4.3 Construction

The Construction Contract for the Rattlesnake and San Ysidro Debris Basin Removal Project will be administered by the Flood Control District. The Flood Control District will secure the services of a Construction Management Consultant to provide in field construction management services (see Task 5 below).

Exhibit A

Task 4 – Construction

Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$414,000	\$0	\$436,000	\$850,000
Schedule:			
From:	4/02/2018	To:	12/12/2018
Actual Construction From:	8/09/2018	To:	12/12/2018
Deliverables:			
1	Construction		
Involved Personnel:			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	Construction Contractor (TBD)		

Task 5. Construction Management

5.1 Secure Construction Management Consultant

SB CO Flood Control will secure a Construction Management Consultant to provide field management services for the Rattlesnake and San Ysidro Debris Basin Removal Project. Services will include Resident Engineer, Inspection and potential staking (if not performed in-house by the Flood Control District).

5.2 Construction Management

The successful CM Consultant will serve as the direct interface with the Contractor and will provide all required documentation and paperwork including Requests for Information (RFI's) and Construction Change Orders (CCO's) and Claims. The Consultant Resident Engineer will host a weekly Construction Meeting with Contractor, Flood Control Staff and BEACON Staff.

5.3 Construction Staking and Surveying

The Flood Control District or the construction contractor will provide construction staking and surveying during construction in coordination with the CM Consultant. The Rattlesnake and San Ysidro Debris Basin Removal Project.

5.4 As Builts

The CM Consultant will provide modification to the Final Design Plans in order to reflect accurate As-Built Plans.

Exhibit A

Task 5 – Construction Management

Budget:				
Grant Funded		BEACON	SB Co Flood Control	Total Cost
\$25,000		\$0	\$35,000	\$90,000
Schedule:				
From:		6/04/2018	To:	1/09/2019
Deliverables:				
1	Construction Close Out Report			
2	As-Built Plans			
Involved Personnel:				
1	BEACON Program Manager			
2	SB County Flood Control Engineering Manager			
3	SB County Flood Control Civil Engineer			
4	SB County Flood Control Environmental Manager			
5	CM Consultant (TBD)			

Task 6. Monitoring

6.1 Environmental Monitoring

SB CO Flood Control will perform environmental monitoring during construction of the Rattlesnake and San Ysidro Debris Basin Removal Project. During construction, weekly visits to the construction sites will occur as appropriate. This effort will be managed by Flood Control Environmental Manager.

6.2 Post Project Monitoring

The 5 year post project monitoring will consist of:

- Monitoring plant restoration
- Channel restoration performance
- Photo-monitoring
- Sediment flow estimates
- Length, Width Depth monitoring

The effort will be led by Flood Control's Environmental Manager and Engineering Manager. BEACON Staff will also participate for purposes of preparing the Best Practices Manual.

Exhibit A

Task 6 – Monitoring

Budget:				
Grant Funded		BEACON	SB Co Flood Control	Total Cost
\$30,000		\$0	\$15,000	\$45,000
Schedule:				
From:		8/09/2018	To:	3/30/2020
Deliverables:				
1	Annual Monitoring Reports			
Involved Personnel:				
1	BEACON Program Manager			
2	BEACON Technical Advisor			
2	SB County Flood Control Engineering Manager			
3	SB County Flood Control Civil Engineer			
4	SB County Flood Control Environmental Manager			
5	SB County Flood Control Resources Biologist			
6	SB County Flood Control Environmental Planner			

Task 7. Restoration

7.1 Install New Plants

SB CO Flood Control will install new planting as restoration for the plants removed as a consequence of the construction of the Rattlesnake and San Ysidro Debris Basin Removal Project. This work will commence upon completion of debris dam construction work. This effort will be managed by Flood Control Environmental Manager.

7.2 Plant Establishment

A two year plant establishment period will be implemented. During this time, the Flood Control District will replace restoration planting that has not survived. This effort will be managed by Flood Control Environmental Manager.

Task 7 – Restoration

Budget:				
Grant Funded		BEACON	SB Co Flood Control	Total Cost
\$25,000		\$0	\$0,000	\$25,000
Schedule:				
From:		1/07/2019	To:	3/30/2020
Deliverables:				
1	Restoration Plan			
2	Plant Establishment Report			
Involved Personnel:				
1	SB County Flood Control Environmental Manager			

Exhibit A

Task 8. Best Practices Manual

8.1 Identify Key Elements and Prepare Memorandum

Following completion of the 90% Final Design package, BEACON Staff will review the design of the Rattlesnake and San Ysidro Debris Basin Removal Project and formulate the key elements that should be included in the Best Practices Manual for debris basin removal projects. From this effort a Memorandum will be prepared explaining the intended objective and goals of the BMP. This will be reviewed with the Flood Control Staff.

8.2 Prepare BPM Outline

The BEACON Team will prepare an outline for the BMP which will be reviewed with Flood Control Staff. Consensus will be reached on the BMP outline.

8.3 Review Project Construction

The BEACON Team will observe the Construction of the Rattlesnake and San Ysidro Debris Basin Removal Project and take photos.

8.4 Review Available Post Project Monitoring Data

Review available post project monitoring data in terms of sediment transport performance.

8.5 Prepare BPM

The BEACON Team will draft BMP for review. Upon receipt of comments, BEACON will finalize BMP.

Task 8 – Best Practices Manual

Budget:				
Grant Funded		BEACON	SB Co Flood Control	Total Cost
\$30,000		\$0	\$0,000	\$30,000
Schedule:				
From:		1/29/2018	To:	10/30/2019
Deliverables:				
1	Best Practices Manual			
Involved Personnel:				
1	SB County Flood Control Environmental Manager			
2	BEACON Program Manager			
3	BEACON Technical Advisor			
4	BEACON Strategy Advisor			
5	SB County Flood Control Engineering Manager			

Exhibit A

Task 9. Prop 1 Acknowledgement Sign

9.1 Install Prop 1 Acknowledgement Signs

The construction contract will include as a bid item the preparation and installation of Prop 1 Acknowledgement Signs. The installation of the signs will be placed prior to start of construction and will be placed in locations that are visible to the public and not impacted by construction activities. The signs will remain until completion of construction. Restoration and monitoring (March 30, 20120).

Task 9 – Prop 1 Acknowledgement Signs

Budget:				
Grant Funded		BEACON	SB Co Flood Control	Total Cost
\$1,000		\$0	\$0,000	\$1,000
Schedule:				
From:		1/29/2018	To:	3/30/2020
Deliverables:				
1	Prop 1 Acknowledgement Signs			
Involved Personnel:				
1	SB County Flood Control Environmental Manager			
2	BEACON Program Manager			
3	SB County Flood Control Engineering Manager			

Exhibit A

BUDGET SUMMARY				
BEACON – Santa Barbara County Debris Basin Removal Project				
Tasks Number and Title	OPC - PROP 1 Grant Funding	BEACON	SBCFCWCD	TOTAL FUNDING
Task 1: Project Management	\$10,000	\$5,000	\$4,000	\$19,000
Task 2: CEQA + Permitting	\$0	\$0	\$16,000	\$16,000
Task 3: Planning/Design	\$4,000	\$0	\$31,000	\$35,000
Task 4: Construction	\$414,000	\$0	\$436,000	\$850,000
Task 5: Construction Management	\$25,000	\$0	\$20,000	\$45,000
Task 6: Monitoring	\$30,000	\$0	\$15,000	\$45,000
Task 7: Restoration	\$25,000	\$0	\$0	\$25,000
Task 8: Best Practices Manual	\$30,000	\$0	\$0	\$30,000
Task 9: Prop 1 acknowledgment sign	\$1,000	\$0	\$0	\$1,000
Contingency	\$0	\$0	\$10,000	\$10,000
Total	\$539,000	\$5,000	\$532,000	\$1,076,000

;

Billing Rates		
BEACON – Santa Barbara County Debris Basin Removal Project		
Agency	Title	Billing Rate
BEACON	Program Manager	\$140/HR
	Technical Advisor	\$140/HR
	Strategy Advisor	\$100/HR
SB County Flood Control District	Engineering Manager	\$156/HR
	Environmental Manager	\$139/HR
	Civil Engineer	\$132/HR
	Environmental Planner	\$122/HR
	Resources Biologist	\$122/HR

CALIFORNIA OCEAN PROTECTION COUNCIL

Staff Recommendation

June 29, 2016

Santa Barbara County Debris Basin Removal and Fish Passage Project

Chris Potter

RECOMMENDED ACTION: Authorization to disburse up to \$539,000 to the Beach Erosion Authority for Clean Oceans and Nourishment to remove two debris basins located in Santa Barbara County on San Ysidro and Rattlesnake Creeks, and adoption of findings under the California Environmental Quality Act.

LOCATION: Santa Barbara County, San Ysidro and Rattlesnake Creeks

STRATEGIC PLAN OBJECTIVE(S): The proposed project addresses OPC Strategic Plan Objectives 9.1 (Support an integrated approach to water management that minimizes harm to the health of downstream ocean and coastal ecosystems) and Objective 11.2 (Increase the availability of data and tools that can influence sediment-related planning decisions).

EXHIBITS

Exhibit A: [Project location maps and site plans](#)

Exhibit B: [Site images](#)

Exhibit C: [Letters of support](#)

Exhibit D: [Final Programmatic Environmental Impact Report, December 2001](#)

Exhibit E: [Draft CEQA Findings](#)

Exhibit F: [Draft Notice of Determination for Ocean Protection Council potential action](#)

FINDINGS AND RESOLUTION:

Staff recommends that the Ocean Protection Council (OPC) adopt the following findings: “Based on the accompanying staff report and attached exhibits, the Ocean Protection Council hereby finds that:

- 1) The proposed project is consistent with the purposes of Division 26.5 of the Public Resources Code, the Ocean Protection Act.
 - 2) The proposed projects are consistent with the Ocean Protection Council's Proposition 1 grant guidelines (adopted September 2015).
-

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

- 3) The Ocean Protection Council has reviewed the Final Program Environmental Impact Report, adopted by the Santa Barbara County Flood Control District Board of Directors on December 11, 2001 pursuant to the California Environmental Quality Act (SCH # 01-EIR-01) and attached to the accompanying staff recommendation as Exhibit E, and adopts the findings made in conformance with California Code of Regulations, Title 14, sections 15091 and 15096, subdivision (h), as contained in Exhibit F. "

Staff further recommends that the OPC adopt the following resolution pursuant to Sections 35500 *et seq.* of the Public Resources Code:

"The California Ocean Protection Council hereby approves the disbursement of up to \$539,000 to the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) to remove two debris basins located in Santa Barbara County on San Ysidro and Rattlesnake Creeks." Prior to the disbursement of any funds, BEACON shall submit for the review and written approval of the OPC's Executive Director the following:

- 1) A detailed work program, including budget, schedule and list of contractors to be retained for the project;
- 2) Evidence that all necessary permits and approvals have been obtained;
- 3) A plan to create signage to acknowledge OPC and Proposition 1 funding; and
- 4) A legally-enforceable agreement between the property owner(s) and the grantee sufficient to give the grantee adequate site control for the purposes of developing the project and long-term management for the life of the project."

PROJECT SUMMARY:

This project is being proposed by the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) in conjunction with the Santa Barbara County Flood Control and Watershed Conservation District (SBCFCWCD).

The proposed project is a natural infrastructure restoration effort that will remove two fifty-year old concrete debris dams from streams in the foothills behind the City of Santa Barbara. The dams are located on Rattlesnake and San Ysidro Creeks in Santa Barbara County. These creeks form part of the watershed for the Santa Ynez Mountains and in the past served as important sources of coastal beach sand and pathways for migrating steelhead fish. Removing the two dams will restore these natural functions, contributing positively to coastal watershed and habitat restoration, sustainable fisheries, regional sediment management and climate change adaptation.

The debris basins on Rattlesnake and San Ysidro Creeks were designed and built by the U.S. Army Corps of Engineers in 1964 following the Coyote Wild Fire. The purpose of the dams was to intercept the downstream movement of heavy debris before it could plug the creeks and cause flooding in adjacent urban areas. However, new approaches to post-fire flood protection have made the debris basins unnecessary. Both basins continue to act as barriers to coastal sediment supply and steelhead migration. The proposed project will remove the two dams and restore the adjacent creek areas to their natural (pre-dam) condition.

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

The proposed project incorporates watershed and habitat restoration best practices to support more sustainable sediment transport down the two creeks and ultimately to the coastline. Steelhead, unlike salmon, can spawn in a range of creek locations along the south coast of Santa Barbara County. The project increases spawning gravel areas and reduces creek bed erosion resulting in a healthier creek environment and retention of vegetation along the creek banks.

The proposed project incorporates habitat and watershed restoration and natural infrastructure elements as part of an adaptive management plan with long-term benefits (50 plus years). It is important to note that the project is consistent with the priority goals of “The Inventory of Barriers to Fish Passage in California's Coastal Watersheds” (State Coastal Conservancy, 2004), the “Work Program of the Southern California Wetlands Recovery Project (SCWRP)” (SCWRP, 2016).

The proposed project will incorporate emerging best practices for removing fish passage barriers. These best practices and outcomes will be monitored and documented so as to share the results and experiences learned with others. A best practices how-to guide/user-friendly manual will be developed detailing the demolition and removal of concrete structures, aquatic and terrestrial habitat restoration techniques and technologies, and processes to plan, fund, and implement projects. Consultants will prepare the manual in conjunction with BEACON and SBCFCWCD staff and will assist in organizing workshop training.

Site Description:

The two debris basins dams are located on Rattlesnake and San Ysidro Creeks in the foothills behind the City of Santa Barbara. The property on which the two debris basins are located is owned by the SBCFCWCD. The two creeks form part of the watershed for the Santa Ynez Mountains and in the past served as important sources of coastal beach sand and pathways for migrating steelhead fish.

Both debris basins act as barriers to coastal sediment supply and steelhead migration. In addition, the riparian habitat in the immediate vicinity of the two debris basins is significantly degraded (approx. 1 acre total).

Project History:

A programmatic EIR which addresses debris basin maintenance and potential removals was approved in 2001. The SBCFCWCD is currently preparing an updated Debris Basin Maintenance Plan which includes more details on proposed debris basin removals. The basin removals will not result in new impacts. The Debris Basin Plan is scheduled for completion in August 2016 and at that time will be incorporated through an addendum to the EIR. Note: The cost of preparation of the Debris Basin Plan will be borne entirely by the SBCFCWCD.

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

PROJECT FINANCING

OPC	\$539,000
BEACON	\$5,000
SBCFCWCD	\$532,000
TOTAL	\$1,076,000

The expected source of Ocean Protection Council funds for this project is the fiscal year 2015-16 appropriation to the Natural Resources Agency pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, Water Code §79700 et. seq.). Funds appropriated to the Natural Resources Agency derive from Chapter 6 (commencing with §79730) and may be used “for multibenefit water quality, water supply, and watershed protection and restoration efforts for the watersheds of the state” (Water code §79731). Section 79732 identifies specific purposes of Chapter 6, which include removal of fish passage barriers and assistance in the recovery of endangered, threatened, or migratory species by improving watershed health, instream flows, fish passage, coastal or inland wetland restoration.

The proposed project is an appropriate use of Proposition 1 funds because it will provide multiple benefit natural infrastructure/habitat restoration improvement, contributing positively to steelhead habitat and natural resources restoration, flood management, regional sediment management, and coastal erosion. The project will also contribute to sea-level rise adaptation, mitigating the negative effects of extreme storm events by better managing the creek sediment movement and transport, supporting beach sand deposition.

The proposed project was selected through a competitive grant process under the Ocean Protection Council’s *Proposition 1 Grant Guidelines* adopted in September 2015 (“Prop 1 Guidelines”) (see §79706(a)). The proposed project meets each of the evaluation criteria in the Prop 1 Guidelines as described in further below

CONSISTENCY WITH CALIFORNIA OCEAN PROTECTION ACT:

The proposed project is consistent with the Ocean Protection Act, Division 26.5 of the Public Resources Code, because it is consistent with trust-fund allowable projects, defined in Public Resources Code Section 35650(b)(2) as projects which:

- 1) Eliminate or reduce threats to coastal and ocean ecosystems, habitats, and species.
 - 2) Improve management, conservation, and protection of coastal waters and ocean ecosystems.
 - 3) Protect, conserve, and restore coastal waters and ocean ecosystems.
 - 4) Fund adaptive management, planning, coordination, monitoring, research, and other necessary activities to minimize the adverse impacts of climate change on California’s ocean ecosystem.
-

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

The project will increase coastal sand supplies, thereby helping to mitigate the effects of sea-level rise. Specifically, removal of the two debris basins by themselves will increase the supply of sand to the coast by an estimated 2,400 cubic meters per year. An equivalent amount of beach nourishment would cost approximately \$60,000 per year. Santa Barbara County is particularly vulnerable to sea level rise since many of its beaches consist of a thin veneer of sand backed by a high coastal bluff (Griggs and Russell, 2012). Loss of beach area will leave coastal bluffs and infrastructure more vulnerable to storm wave erosion and attack.

Historically, Rattlesnake and San Ysidro Creeks provided migration paths and spawning habitat for endangered steelhead fish (National Marine Fisheries Service, 2012). The two debris basins on these creeks represent complete barriers to steelhead migration, thus cutting off spawning habitat in the upper reaches of the creeks. Removal of the debris basin dams will help to promote the recovery of the historical steelhead fishery in the Santa Barbara County region.

The project will restore approximately 1 acre of natural creek habitat. This habitat supports a diverse number of species. Restoration of the debris basin areas will also help to limit erosion of the creek's side slopes and will restore natural hydrodynamic characteristics.

Last, debris basins exist on 32 different watersheds within Southern California (National Marine Fisheries Service, 2012). The results of this project can be used by flood control agencies in Ventura, Los Angeles, Orange and San Diego Counties to dismantle debris basins within their jurisdictions, helping to increase coastal sand supplies and recovery of the endangered steelhead fish. This project includes the development of a Best Practices Manual for use by other agencies.

CONSISTENCY WITH THE OPC'S STRATEGIC PLAN:

This project implements Focal Area "Coastal and Ocean Impact from Land". The goal of which is to reduce the negative impacts of land-based activities on marine ecosystems and the state's coastal and ocean economy.

CONSISTENCY WITH THE OPC'S PROPOSITION 1 GUIDELINES:

The following are the criteria that were applied to the applications in either the Letter of Intent or full proposal stage of the evaluation.

Chapter 6 of Proposition 1 purposes: The applicant has indicated that proposed project will address the following purposes enumerated in Chapter 6 of Proposition 1.

- (1) Protect and increase the economic benefits arising from healthy watersheds, fishery resources, and instream flow.
 - (2) Implement watershed adaptation projects in order to reduce the impacts of climate change on California's communities and ecosystems.
 - (4) Protect and restore aquatic, wetland, and migratory bird ecosystems, including fish and wildlife corridors and the acquisition of water rights for instream flow.
 - (6) Remove barriers to fish passage.
 - (7) Collaborate with federal agencies in the protection of fish native to California and
-

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

wetlands in the central valley of California.

(10) Protect and restore coastal watersheds, including, but not limited to, bays, marine estuaries, and nearshore ecosystems.

(12) Assist in the recovery of endangered, threatened, or migratory species by improving watershed health, instream flows, fish passage, coastal or inland wetland restoration, or other means, such as natural community conservation plan and habitat conservation plan implementation.

OPC's Key Issue Areas for Prop 1 Funding: This project addresses OPC issue areas “Innovative Marine and Estuarine Fisheries Management” and “Climate Change”.

Multi-benefits: The proposed project will provide multiple benefits that contribute positively to habitat and natural resource restoration, flood management, regional sediment management and coastal erosion control. Importantly, the project will contribute to climate change and sea level rise adaptation, mitigating the negative effects of extreme storm events by better managing creek sediment movement and promoting increased beach sand deposition.

Ability to adapt to impacts of climate change: The restoration sites themselves are not vulnerable to the effects of sea-level rise as they are 12,000 to 16,000 feet above sea-level. The project increases the ability of Santa Barbara County to adapt to other impacts of climate change, such as changes in patterns, frequency, and strength of precipitation events. Removal of the debris basins and restoration of the corresponding riparian areas on San Ysidro and Rattlesnake creeks will help to limit erosion on creek side slopes and will restore natural hydrodynamic characteristics. This will result in each creek having a healthier and more resilient riparian ecosystem.

California Water Action Plan Goals: The California Water Action Plan has been developed to meet three broad goals: more reliable water supplies, the restoration of important species and habitat, and a more resilient, sustainably managed water resources system (water supply, water quality, flood protection, and environment) that can better withstand inevitable and unforeseen pressures in the coming decades. The proposed project addresses the second goal by providing better migratory pathways to spawning areas for native steelhead as well as providing a much needed source of sediment for coastal beach ecosystems.

Removes or reduces multiple stressors to the environment: The project will reduce the vulnerability of the coastline to sea level rise and climate change induced storm wave attack/erosion by increasing the supply of sand to the coast. If the results of the project are used to remove all of the debris basins from the Santa Barbara County foothills (17 total), the coastal sand supply to the area will be increased by approximately 8%. This increase will help to mitigate the loss of sandy beach habitat that is projected to occur as sea level rises. Increased coastal sand supplies will also help to mitigate projected increases in coastal bluff erosion and storm wave attack against coastal infrastructure.

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

Steelhead will benefit from improved access to spawning areas in upper reaches of many watersheds and California grunion will benefit from increased access to sandy beach spawning areas.

Utilizes green infrastructure, natural systems, or systems that mimic natural systems: The project will remove two debris basin dams and restore the creek areas in the vicinity of the dams to their natural (i.e., pre-dam) conditions. Recently developed simulation methodologies will be used to shape the restored creek bed geometry to replicate flow patterns in an adjacent model creek. The replicated creek hydrodynamics will help to promote successful steelhead migration through the restored areas.

New, innovative, or proven technologies or practices: Past efforts to dismantle debris basins on California creeks have focused on restoring creek side habitat but not on replicating pre-dam hydrodynamic conditions. For this project, the SBCFCWCD will be using the relatively new Stream Simulation Approach to design the restoration of the two creeks (U.S. Dept. of Agriculture, 2008 and California Dept. of Fish and Wildlife, 2009).

Sustainable outcomes: The project incorporates habitat and watershed restoration and natural infrastructure elements as part of adaptive management plans aimed at long-term benefits (50+ years). The project will also increase spawning gravels in the system and reducing streambed erosion resulting in a healthier creek environment and retention of bank vegetation. In addition, the project design will result in very little ongoing operation and maintenance for the BCFCWCD which has committed to monitoring for at least 10 years. It is important to note that the SBCFCWCD owns the properties on which the two debris basins are located.

Ability to begin implementing the project in timely fashion: The SBCFCWCD is in the process of preparing designs for the removal of the two debris basins and securing permits from the California Department of Fish and Wildlife, the U.S. Army Corps of Engineers and the California Regional Water Quality Control Board. These permits are anticipated by December 2016. A Biological Opinion from National Marine Fisheries Service on the Steelhead was accepted by the SBCFCWCD in 2015. SBCFCWCD is also preparing an updated Debris Basin Plan to provide 30% design details for the debris basin removals. The updated Debris Basin Plan will be incorporated as an Addendum to the Programmatic EIR for the Updated Routine Maintenance Program that was approved in 2001. It is anticipated the Debris Basin Plan will be completed by August 2016. It is important to note that the debris basin removals do not result in any new biological impacts.

SBCFCWCD staff will manage the proposed restoration project, contracting out the dam demolition and creek restoration components and contributing significant in-kind staff time. Construction will begin in August 2018 and be completed by December 2018.

Provide mapping/data that can enhance current understanding: Demolition, removal, and restoration techniques and technologies and processes used to plan, fund, and implement projects will be documented and incorporated into a best practices how-to guide/user-friendly

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

manual. Consultants will prepare the manual in conjunction with BEACON and SBCFCWCD staff and will assist in organizing a workshop training.

Demonstrates solutions that can be implemented regionally and/or statewide: According to the National Marine Fisheries Service from a 2012 report, debris basins exist on 32 different watersheds within Southern California. The results of this project can be used by flood control agencies in Ventura, Los Angeles, Orange and San Diego Counties to dismantle debris basins within their jurisdictions, helping to increase coastal sand supplies and recovery of the endangered steelhead fish.

Demonstrates experience successfully implementing similar projects or demonstrates appropriate and necessary partnerships to complete the project. From 2008 to 2013, The SBCFCWCD has completed four other debris basin removal and stream restoration projects in Santa Barbara County. Monitoring data and reports from these very similar projects indicate that the projects have been successful in achieving project objectives.

Consistent with best available science: The proposed project will utilize a recently (2008-2009) developed Stream Simulation Approach in the designs of the two dam removals. The design process was developed by the U.S. Department of Agriculture and the California Department of Fish and Wildlife during 2008-2009.

Demonstrates a clear and reasonable method for measuring and reporting effectiveness of project: The proposed project will be monitored annually for a period of at least five years and then every two years for the next five years for a total monitoring period of 10 years. Regrowth of creek habitat will be monitored with success criteria of percent cover, tree height, species diversity and overall survivorship documented. Creek hydrodynamics will also be documented and compared with an adjacent control area. Sediment accumulation rates will be monitored in nearby debris basins to provide an estimate of the added sediment transport through the project site.

Project monitoring will be performed by SBCFCWCD and project documentation by SBCFCWCD and BEACON staff. The monitoring results will be incorporated into a best-practices design manual. BEACON staff will also perform grant administration and project management tasks for development of the best practices manual. BEACON will prepare the manual and carry out workshop training in conjunction with BEACON and SBCFCWCD staff.

Likelihood of project to fulfill its stated objectives: Given BEACON and SBCFCWCD's years of experience in undertaking projects like the one proposed, there is a high likelihood that the project will fulfill its stated objectives. In addition, the applicant will utilize the highly regarded Stream Simulation Approach in the designs of the two dam removal projects.

Community support as well as support from outside local area: The applicant, BEACON, is composed of Santa Barbara and Ventura Counties and the Cities of Goleta, Santa Barbara, Carpinteria, San Buenaventura, Oxnard and Port Hueneme. Two supervisors from each county

Exhibit B

Santa Barbara County Debris Basin Removal and Fish Passage Project

and one council person from each city sit on the BEACON Board of Directors. Each of the member agencies and their associated staff support the proposed project. Additionally a non-profit organization South Coast Habitat Restoration submitted a letter of support at the time the full proposal was submitted.

Bonus Points:

Advances the resiliency of marine, estuarine, and diadromous fish populations and the human communities that depend upon them in the face of a changing climate. The project will benefit a number of fish species including endangered steelhead and California grunion. Steelhead will benefit from improved access to spawning areas in the upper watershed behind Santa Barbara. California grunion will benefit from increased access to sandy beach spawning areas.

Leverages >100% matching funds: BEACON and its partner, SBCFCWCD, will provide a match of \$538,000; i.e., a match of a 100%.

COMPLIANCE WITH CEQA: The Santa Barbara County Flood Control District Board of Directors adopted the Final Program Environmental Impact Report (Final PEIR) which addresses debris basin maintenance and potential removals on December 11, 2001 (SCH # 2001031043). The SBCFCWCD is currently preparing an updated Debris Basin Maintenance Plan which includes more details on proposed debris basin removals. The removal of the two debris basins on San Ysidro and Rattlesnake Creeks will not result in new impacts. It is important to note that the SBCFCWCD has previously removed two debris basins on other creeks in Santa Barbara County under the Final PEIR. The updated Debris Basin Plan is scheduled for completion in August 2016 and at that time will be incorporated through an addendum to the Final PEIR.

If the OPC approves the proposed authorization, staff will file a Notice of Determination (attached in draft form as Exhibit F) with the State Clearinghouse.

EXHIBIT C TO OCEAN PROTECTION COUNCIL/PROPOSITION 1 GRANT AGREEMENTS: SIGNAGE GUIDELINES

Types of Signs

- 1) Construction - A sign acknowledging the funding source is required during construction.
- 2) Post Completion - All grantees are required to post a sign at the project site upon completion of the project. The sign must be available for the final inspection of the project and be in place for a minimum of four (4) years from date of project completion. There is no minimum or maximum size other than the minimum size for the logo as long as the sign contains the required wording.

If appropriate, the same sign can be used during construction and completion.

Language for Signs

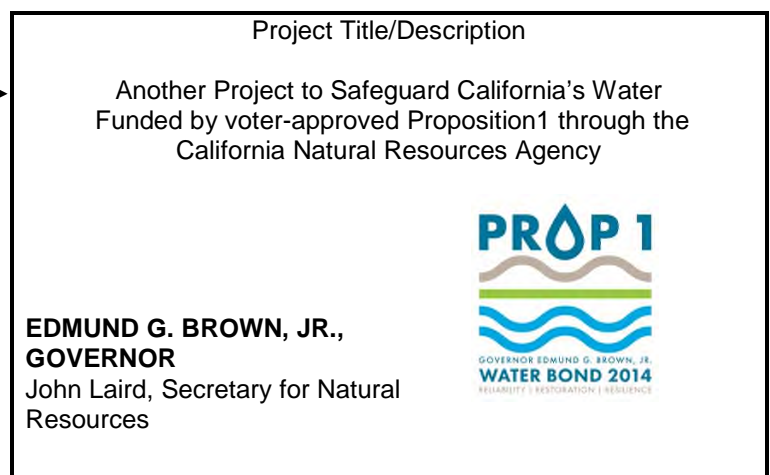
All signs will contain the following minimum language:

The name of the director of the local public agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must contain the universal logo for the Infrastructure Improvement Act. This Proposition 1 logo is available at

http://resources.ca.gov/Bonds_and_grants/logos/. The logo must be mounted in an area to maximize visibility and durability. Each edge of the logo itself must be a minimum of 1' X 1'. Exceptions may be approved when appropriate at the discretion of the State.



Marine Managed Areas

If the full proposal application for the project articulated that the project benefits marine managed areas¹, the post-completion sign shall include the following additional language, "This project reduced harmful impacts that are known to negatively affect Marine Managed Areas which are designated to protect, conserve or otherwise effectively manage resources and their uses."

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Cost

The cost of the sign(s) is an eligible project cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or where affected by local sign ordinances, the grants administrator in consultation with the grantee may authorize a sign that is appropriate to the project in question.

¹ As defined in Public Resources Code section 21065.

Signs on State Highways

Signs placed within the State highway right-of-way may require a Caltrans encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information. For locations, visit <http://www.dot.ca.gov/localoffice.htm>.

State Approval

The grantee shall submit proposed locations, size, number of signs and language for review prior to ordering signs. Final funds will not be reimbursed until signage has been approved and installed.

AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), ENTERED INTO ON _____,
is between:

The Beach Erosion Authority
for Clean Oceans and
Nourishment, a Joint Powers
Agency in the State of
California, referred to
hereinafter as “BEACON”

and

Santa Barbara County Flood
Control and Water Conservation
District, a body corporate and
political, referred to hereinafter
as “DISTRICT”.

RECITALS

1. BEACON is a Joint Powers Authority representing the coastal interests of the counties of Santa Barbara and Ventura and the coastal cities Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
2. One of BEACON’s missions is to enhance the supply of sediment onto beaches within the BEACON jurisdiction. Consequently, BEACON is seeking grant funding for projects that support the delivery of sediment onto beaches within the BEACON jurisdiction.
3. The largest source of sediment supply to the coast is from creeks. However, this natural supply of sediment is often obstructed by debris basins constructed in the creeks.
4. Debris basins located in Rattlesnake Creek and in San Ysidro Creek, hereinafter referred to as “DEBRIS BASINS”, were constructed by DISTRICT and are owned and maintained by DISTRICT.
5. DISTRICT has determined that the original intent of the DEBRIS BASINS is no longer useful.
6. BEACON and DISTRICT mutually agree that the removal of DEBRIS BASINS will have an overall benefit to the environment and specifically to fish-passage along the Rattlesnake and San Ysidro Creeks and to beach nourishment along the Santa Barbara coast.
7. BEACON has secured grant funding from the State of California – California Resources Agency/Ocean Protection Council (OPC), hereinafter referred to as “GRANT P01-1-06” which is included in this AGREEMENT as ATTACHMENT 1, towards the cost to remove DEBRIS BASINS, hereinafter referred to as “PROJECT.”

8. The DISTRICT and BEACON agree that this AGREEMENT addresses the parties' responsibilities throughout the delivery of PROJECT

SECTION I

BEACON AGREES:

1. To perform BEACON responsible activities for PROJECT as defined in ATTACHMENT 1, Exhibit A Tasks 1, 8 and 9.
2. To administer OPC Grant and monitor compliance with grant provisions.
3. To review invoices received from DISTRICT for work on PROJECT by DISTRICT.
4. Using DISTRICT invoices and BEACON staff invoices, to prepare and submit claims against GRANT P01-1-06 for reimbursements of work on PROJECT performed by BEACON and DISTRICT.
5. Upon receipt of GRANT P01-1-06 claim reimbursement funds, to reimburse DISTRICT for invoiced work within 30 days of receiving reimbursement from OPC, less 10% Project Retention held by OPC.
6. Upon completion of PROJECT to submit final GRANT P01-1-06 claim which will include the 10% Project Retention by OPC.
7. Upon receipt of final GRANT P01-1-06 claim reimbursement payment, to reimburse DISTRICT within 30 days amount owed to DISTRICT plus any withheld 10% Project Retention by OPC.
8. To host PROJECT Team meetings with DISTRICT on a monthly basis and to document action items and maintain PROJECT schedule.
9. To prepare close out report for GRANT at completion of PROJECT.

SECTION II

DISTRICT AGREES:

1. To perform BEACON responsible activities for PROJECT as defined in ATTACHMENT 1, Exhibit A Tasks 2, 3, 4, 5, 6 and 7.
2. To prepare and finalize all necessary environmental review under CEQA and secure all permits necessary for the construction of the PROJECT.
3. To prepare design for PROJECT.

4. To construct PROJECT and provide Construction Management services during construction.
5. To provide monitoring during construction and post-construction for PROJECT.
6. To provide post construction restoration plantings for PROJECT.
7. To perform DISTRICT responsible activities for PROJECT as defined in ATTACHMENT 1, Exhibit A.
8. To submit monthly invoices to BEACON for work performed on PROJECT in a format acceptable to BEACON. The invoices shall comply with GRANT reimbursement ratios as reflected in ATTACHMENT 2 to AGREEMENT, Grant Reimbursement Ratios. The cumulative invoice amounts shall not exceed the PROJECT Task budgets for DISTRICT as defined in ATTACHMENT 1, Exhibit A and ATTACHMENT 2.
9. To complete DISTRICT Tasks as defined in terms of scope and schedule in ATTACHMENT 1.
10. To attend monthly PROJECT Team meetings with BEACON.
11. To procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the PROJECT work hereunder and the results of that work by the DISTRICT, its agents, representatives, employees or subcontractors. The minimum scope of insurance shall be at least as broad as: (i). Commercial General Liability (CGL): Insurance coverage made on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Automobile Liability: covering any auto, including non-owned and hired autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage; (iii) Workers’ Compensation: as required by the California law, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease; (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the PROJECT work, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate; (v) Cyber Liability Insurance: for theft, loss, or unauthorized disclosure of personally identifiable non-public information or third party corporate information that is in the care, custody or control of the insured organization, or an independent contractor that is holding, processing or transferring such information on behalf of the insured organization, provided such theft, loss or unauthorized disclosure covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, with limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

SECTION III

IT IS MUTUALLY AGREED:

1. Nothing in the provisions of this Agreement are intended to create duties or obligations to or rights in third parties not party to this agreement by imposing any standard of care with respect to the design of roadway projects different from the standard of care imposed by law.
2. DISTRICT agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and to hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by BEACON on account of any claim except where such indemnification is prohibited by law. DISTRICT's indemnification obligation applies to BEACON's active as well as passive negligence but does not apply to BEACON's sole negligence or willful misconduct.
3. **Entire Agreement and Amendment.** No alteration, variation, or amendment 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.
4. **Termination.** This Agreement shall terminate on May 2, 2020 when the PROJECT is completed and monitoring requirements fulfilled unless extended pursuant to Section III, paragraph 3 of this Agreement'.
5. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
6. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.
7. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of the Agreement shall survive such termination or expiration.

BEACON/County of Santa Barbara Cooperative Agreement

Rattlesnake and San Ysidro Debris Basins Removal Project

March 2017

8. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

BEACON
City of Ventura
501 Poli, Room 120
Ventura, CA 93001

Santa Barbara County Flood Control
District
123 East Anapamu Street
Santa Barbara, CA 93101

By:

Chair

BEACON Board

Date:

Attest:

By:

Date:

Approved as to Form

BEACON Legal Counsel

By:

Chief Assistant County Counsel

By:

Chair

Board of Director

Date:

Attest:

By:

Date:

Approved as to Form

MICHAEL C. GHIZZONI

County Counsel

By:

Deputy

Approved as to Accounting Form

Theodore P. Fallati, CPA

Auditor-Controller

By:

Approved as to Form

Risk Management

By:

STAFF REPORT

Meeting Date: March 17, 2017
Agenda Item: 9

To: BEACON Board of Directors
From: Executive Director
Date March 8, 2017

Subject: BEACON Facebook Page

Required Action:

- a. Receive a presentation from Executive Director on the benefits and risks of establishing a BEACON Facebook Page and provide direction to Staff.

DISCUSSION:

Many public agencies have now established Facebook Pages as a way of informing the public of what their agency is doing and to seek public conversation. BEACON as a unique and focused regional JPA and is often either overlooked or invisible to the general public. However, BEACON is an important regional player for the Central Coast and very well respected by State and Federal agencies. As a way to better inform the public about BEACON, the establishment of a Facebook Page is being considered.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>