



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: George Thomson, Parks and Open Space Manager

SUBJECT: National Fish and Wildlife Foundation Grant for the Ellwood Beach Public Access and Habitat Enhancement Project

RECOMMENDATION:

- A. Accept a \$208,500 grant from the National Fish and Wildlife Foundation for the Ellwood Beach Public Access and Habitat Enhancement Project;
- B. Approve a budget appropriation and grant revenue in the amount of \$208,500 for the Grant Agreement with the National Fish and Wildlife Foundation into Fund 311 as identified in the fiscal impact section of the report; and
- C. Adopt Resolution No. 22-___, entitled "A Resolution of the City Council of the City of Goleta, California, for Accepting Grant Funds and Authorizing the City Manager to Execute the Grant Agreement from the National Fish and Wildlife Foundation for the Ellwood Beach Public Access and Habitat Enhancement Project."

BACKGROUND:

On May 19, 2015, a 24-inch diameter on-shore pipeline ruptured, resulting in the release of approximately 2,934 barrels (123,228 gallons) of heavy crude oil, much of which ran down a ravine under the freeway and entered the ocean in the vicinity of Refugio State Beach. The crude oil smothered and soaked into terrestrial areas along the pathway from the pipeline rupture to the site where the oil entered the ocean, a short distance west of Refugio Cove. The shorelines from the release point, within Refugio State Beach to El Capitan State Beach, received the heaviest coastal oiling. Shorelines downcoast as far as Long Beach were intermittently oiled with tarballs and subject to beach closures, with the level of oiling decreasing farther away from the release point. Subtidal habitats in the vicinity of the release point also experienced oil exposure. The City of Goleta's (City) Ellwood Beach was also affected by the oil spill.

Impacts from the oil spill affected marine and terrestrial habitats, killed wildlife, and limited recreation along a significant portion of the Southern California coastline. An estimated

1,500 acres of shoreline habitat were impacted, including sandy beach and rocky intertidal habitats. Approximately 2,200 acres of ocean habitat were also affected by oil. An estimated 558 birds, 156 marine mammals (seals and sea lions), and 76 dolphins were injured or killed by the spill. In addition to wildlife and their habitats, an estimated 140,000 recreational user days were lost in Santa Barbara and Ventura Counties; six days of beach closures in Los Angeles County; which includes lost research, education, and outreach opportunities at the University of California, Santa Barbara Coal Oil Point Natural Reserve. Affected recreational activities included camping, sunbathing, beach combing, exercising, swimming, wildlife viewing, fishing, diving, boating, and surfing. At the time of the rupture, the pipeline was owned and operated by Plains All American Pipeline, L.P., and Plains Pipeline, L.P.

The U.S. Department of Justice and the State of California filed a consent decree in federal court that requires Plains All American Pipeline to pay more than \$60 million for natural resource damages, penalties, and to reimburse the governmental entities for costs incurred as a result of the oil spill. The National Fish and Wildlife Foundation (NFWF), together with the California Department of Fish and Wildlife, California Department of Parks and Recreation, California State Lands Commission, and Regents of the University of California (collectively the "State Trustees") established a grant program under the consent decree settling the civil action. The goal of the grant program is to allocate available funds to a variety of recreationally based projects down the coast from El Capitan State Beach to Long Beach. Other grant programs were also established to restore habitat and wildlife impacts from the oil spill. The City's Ellwood Beach Public Access and Habitat Enhancement Project (Project) was selected by the State Trustees for funding. The grant award for the Project program requires that City Council adopt a resolution accepting the grant funds and authorize the City Manager to execute the grant agreement.

DISCUSSION:

The work proposed under the grant agreement will complete design and permitting of two popular public beach access points on City-owned property. The Ellwood Beach Public Access and Habitat Enhancement Project will complete the final design for the two beach access ways, one being a stairway and the other a sloped trail down to the beach. A total of five acres of habitat restoration surrounding the two beach access ways will benefit native grassland, bluff scrub, coastal sage scrub, and dune ecosystems, as well as improve the aesthetics and user-experience. The project has already received a Coastal Development Permit, a Clean Water Act Section 401 Water Quality Certification, and a US Army Corps of Engineers nationwide permit verification letter. Proposed deliverables for this phase of the project include: 1) final engineering drawings for the constructed stairway, drainage structures, and trail details; 2) final landscape construction plans for the five acres of habitat restoration and construction wetlands (bioswales); 3) final design and construction of no fewer than six interpretive signs; 4) collection and grow out of 2,500 native plants selected from the project watershed and/or local ecosystem (less than one mile from site); and 5) participation of at least 100 community members and UC Santa Barbara students in the design process, attendance at five community engagement events, and during the first phase of implementation. All activities funded under this grant must be completed by February 29, 2024.

FISCAL IMPACTS:

The grant award is \$208,500 and estimated to cover the cost of final design for access improvements and habitat restoration as specified in the grant scope of work. The grant will also fund final permitting, outreach, interpretive signs, and sourcing of native plants to be used in the habitat restoration efforts. The construction of the new beach stairway and ramped access point are not covered by the grant, nor is the cost of construction known currently. The design team will develop construction cost estimates as part of this grant-funded work. The following table outlines the recommended budget appropriations for the grant:

CIP No. 9118 - Ellwood Coastal Trails and Habitat Restoration Project, FY 22-23					
Fund Type	Account	Current Budget	YTD Actuals	Requested Appropriation	Total Available Budget
Misc. Grant	311-90-9118-44701 (Revenue)	\$0	\$0	\$208,500	\$208,500
Misc. Grant	311-90-9118-57070 (Expenditure)	\$0	\$0	\$208,500	\$208,500

ALTERNATIVES:

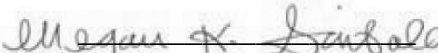
The City Council may elect not to accept the \$208,500 in grant funds from NFWF that was allocated to assist the City with improving coastal access and recreation. The City would need to seek other funding or allocate General Funds in order to finish design of the proposed improvements.

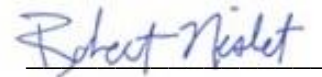
Reviewed By:

Legal Review By:

Approved By:


 Kristine Schmidt
 Assistant City Manager


 Megan Garibaldi
 City Attorney


 Robert Nisbet
 City Manager

ATTACHMENTS:

1. Resolution No. 22-___ entitled "A Resolution of the City Council of the City of Goleta, California, for Accepting Grant Funds and Authorizing the City Manager to Execute the Grant Agreement from the National Fish and Wildlife Foundation for the Ellwood Beach Public Access and Habitat Enhancement Project."
2. National Fish and Wildlife Foundation Project Funding Agreement for the Ellwood Beach Public Access and Habitat Enhancement Project

ATTACHMENT 1

A Resolution of the City Council of the City of Goleta, California, for accepting Grant Funds and authorizing the City Manager to execute the grant agreement from the National Fish and Wildlife Foundation for the Ellwood Beach Public Access and Habitat Enhancement Project

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, FOR ACCEPTING GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT FROM THE NATIONAL FISH AND WILDLIFE FOUNDATION FOR THE ELLWOOD BEACH PUBLIC ACCESS AND HABITAT ENHANCEMENT PROJECT.

WHEREAS, on or about May 19, 2015, a hazardous liquid pipeline known as the Line 901 pipeline owned and operated by Plains Pipeline, L.P, failed and discharged approximately 123,228 gallons of heavy crude-oil (“Refugio Oil Spill”) in Santa Barbara County, California;

WHEREAS, a portion of the oil reached the Pacific Ocean and coastal areas such as Ellwood Beach;

WHEREAS, the Refugio Oil Spill adversely impacted Natural Resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, the State of California, and the City of Goleta;

WHEREAS, an estimated 1,500 acres of shoreline habitat and 2,300 acres of ocean habitat were impacted by oil;

WHEREAS, an estimated 558 birds, 156 seals and sea lions, and 76 dolphins were injured or killed by the Refugio Oil Spill;

WHEREAS, an estimated 140,000 recreational user days were lost in Santa Barbara and Ventura Counties, affecting recreational activities including camping, sunbathing, beach combing, exercising, swimming, wildlife viewing, fishing, diving, boating, and surfing;

WHEREAS, representatives from state and federal natural resource trustee agencies (Trustees), including California Department of Fish and Wildlife; California Department of Parks and Recreation; California State Lands Commission; University of California; National Oceanic and Atmospheric Administration; and the Department of Interior through the U.S. Fish and Wildlife Service, the National Park Service, and the Bureau of Land Management, settled the Natural Resource Damage Assessment portion of the legal case brought against Plains Pipeline, L.P. for \$22 million;

WHEREAS, The National Fish and Wildlife Foundation (NFWF) established the South Coast Shoreline Parks and Outdoor Recreation Grants Program with funds it received, on behalf of the State Trustees, pursuant to a consent decree

settling a civil action brought by the United States and the People of the State of California;

WHEREAS, as part of the settlement for natural resource damages, the NFWF received more than \$1.7 million on behalf of the State Trustees to fund projects that compensate the public for loss of use and enjoyment of public beaches, parks, and other public or natural resources in areas downcoast of El Capitan State Beach to Long Beach in Los Angeles County;

WHEREAS, consistent with the Final Damage Assessment and Restoration Plan for the Refugio Oil Spill, and in accordance with a Memorandum of Agreement among NFWF and the State Trustees, NFWF is implementing the competitive South Coast Shoreline Parks and Outdoor Recreation Grants Program with oversight by the State Trustees;

WHEREAS, the City of Goleta submitted the Ellwood Beach Public Access and Habitat Enhancement Project (Project) for consideration for grant funding from the South Coast Shoreline Parks and Outdoor Recreation Grants Program;

WHEREAS, the Project was selected for funding at the request of the California Department of Fish and Wildlife (CDFW), the California State Lands Commission (CSLC), the California Department of Parks and Recreation (CDPR), and the Regents of the University of California (Regents) under the South Coast Shoreline Parks and Outdoor Recreational Use Account Memorandum of Agreement executed by and among the CDFW, CSLC, CDPR, Regents, and NFWF as of November 3, 2020; and

WHEREAS, the City of Goleta will enter into an agreement with NFWF to carry out the Ellwood Beach Public Access and Habitat Enhancement Project grant scope of work.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GOLETA:

SECTION 1.

Approves the National Fish and Wildlife Foundation Project Funding Agreement for the Ellwood Beach Public Access and Habitat Enhancement Project (NFWF Project ID #8006.22.074232).

SECTION 2.

Appoints the City Manager, or a designee, as agent of the City of Goleta to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project

SECTION 3.

The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 15th day of November 2022.

PAULA PEROTTE, MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH LOPEZ
CITY CLERK

MEGAN GARIBALDI
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH LOPEZ, City Clerk of the City of Goleta, California, DO
HEREBY CERTIFY that the foregoing Resolution No. 22-___ was duly adopted by
the City Council of the City of Goleta at a regular meeting held on the 15th day of
November, 2022, by the following vote of the Council:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

(SEAL)

DEBORAH LOPEZ
CITY CLERK

ATTACHMENT 2

National Fish and Wildlife Foundation Project Funding Agreement for the Ellwood
Beach Public Access and Habitat Enhancement Project

**NATIONAL FISH AND WILDLIFE FOUNDATION
PROJECT FUNDING AGREEMENT**

**Ellwood Beach Public Access and Habitat Enhancement Project
NFWF Project ID #8006.22.074232**

This Project Funding Agreement (“Agreement”) is made between the City of Goleta (“Recipient”), with an address of 130 Cremona Drive, Suite B, Goleta, CA 93117, and the National Fish and Wildlife Foundation (“NFWF”), located at 1133 15th Street, N.W., Suite 1000, Washington D.C. 20005. (Recipient and NFWF each, a “Party,” and together, the “Parties.”)

1. **Purpose.** This Agreement pertains to Recipient’s implementation of the project entitled “Ellwood Beach Public Access and Habitat Enhancement Project” (the “Project”). Under this Agreement, NFWF agrees to provide funds (“Funds”) to Recipient in accordance with the terms hereof to pay costs associated with Recipient’s implementation of the Project.

The Project was selected for funding at the request of the California Department of Fish and Wildlife (“CDFW”), the California State Lands Commission (“CSLC”), the California Department of Parks and Recreation (“CDPR”), and the Regents of the University of California (“Regents”) under the South Coast Shoreline Parks and Outdoor Recreational Use Account Memorandum of Agreement executed by and among the CDFW, CSLC, CDPR, Regents, and NFWF as of November 3, 2020.

2. **Project to be Funded.** A detailed description of the Project, including but not limited to the Project purpose, schedule, Budget (as defined in Section 5 below), activities, outcomes, and deliverables (collectively, the “Project Description”), is included as Exhibit A hereto. Recipient hereby agrees to use the Funds it receives under this Agreement exclusively to pay the costs of the services, time, materials, equipment, and other items comprising the Project (collectively, the “Work”), all in accordance with the Project Description.

3. **Term.** The term (“Term”) of this Agreement shall run from September 1, 2022, through September 26, 2024, (the “Termination Date”), unless otherwise terminated or amended as provided in this Agreement. However, all activities outlined in the Project Description shall be completed by February 29, 2024, (the “Completion Date”). Preparation, review, and approval of the Final Reports (as defined in Section 8 below) shall take place between the Completion Date and the Termination Date.

4. **Maximum Amount of Funding.** Unless agreed otherwise in writing by NFWF (acting after consultation with CDFW, CLSC, CDPR, and Regents), the amount of Funds to be made available by NFWF to Recipient under this Agreement for purposes of paying the costs of the Work shall not exceed a maximum of Two Hundred Eight Thousand Five Hundred Dollars and Zero Cents (\$208,500.00) (the “Maximum Amount”).

5. **Project Budget.** The budget for the Project from commencement through completion (the “Budget”) is described in the Project Description and attached hereto as Exhibit B. The Parties expect that Recipient will conduct all the Work and complete the Project within the Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount. Unless agreed in an amendment to this Agreement duly executed by the Parties hereto,

the Recipient is required to conduct the Work and complete the Project in accordance with the Budget and Project Description, and the project requirements set forth in and attached hereto as Exhibit C (“Refugio Beach Oil Spill Settlement – South Coast Shoreline Parks and Outdoor Recreation Grants Program Project Requirements”), and in all respects to the reasonable satisfaction of NFWF, CDFW, CSLC, CDPR, and Regents.

a. The Budget is comprised of cost type categories (“Budget Categories”) which include the following: Personnel, Travel, Equipment, Materials and Supplies, Contractual Services, Other Direct Costs, and Indirect Costs. Budget Categories are further itemized into distinct line items (“Line Items”).

b. Recipient shall conduct all the Work in conformance with the narrative descriptions thereof set forth in the Budget Categories. No Funds may be re-allocated between Budget Categories without the prior written consent of NFWF. Additionally, no new Budget Category may be added, nor an existing Budget Category deleted, without the prior written consent of NFWF.

c. The Recipient shall conduct all the Work substantially in conformance with the narrative descriptions thereof set forth in the Line Items. The Recipient may add, delete, or modify individual Line Items within a Budget Category, without obtaining the prior written consent of NFWF, if and to the extent that the applicable addition, deletion, or modification:

- i. is determined by the Recipient to be necessary and appropriate for Recipient’s implementation of the Work; and
- ii. does not materially change the character of the Work to be conducted; and
- iii. does not cause the aggregate dollar amount of changes made within the applicable Budget Category to exceed twenty percent (20%) of the total amount specified for such Budget Category in the most recent NFWF-approved Budget.

Recipient must obtain NFWF’s prior written consent for any proposed addition, deletion, or modification of any individual Line Item that does not comply with items (i) through (iii) immediately above. NFWF expressly reserves the right to disallow any addition, deletion, or modification of a Line Item by Recipient pursuant to this Section (whether such disallowance occurs in the ordinary course during the term of this Agreement, in the course of an audit conducted by NFWF during or after the term of this Agreement, or otherwise) if NFWF determines that the applicable addition, deletion, or modification does not or did not comply with items (i) through (iii) immediately above.

In addition, if at any time during the Term of this Agreement the Recipient believes, based on Work performed to date, that the Budget may change in any one Budget Category by an amount that exceeds more than ten percent (10%) of the Maximum Amount or that the cost to fully complete the Work under this Agreement will exceed the Maximum Amount, the Recipient shall notify NFWF immediately, and, if requested, provide a written justification of the basis for the expected cost overruns and propose a Budget modification necessary to complete the Work. Any Budget modification may be approved by NFWF, acting after consultation with CDFW, CLSC, CDPR, and Regents, and effectuated through an amendment to the Agreement in accordance with Section 16.

6. **Payment for Project Costs.** Recipient may request payment of Funds hereunder for Work costs already paid or incurred by Recipient, or, with NFWF's prior written consent, Work costs to be paid or incurred imminently by Recipient (all such requests, "Payment Requests"). NFWF will pay to Recipient the amount of Funds properly requested and substantiated in a Payment Request within thirty (30) business days of NFWF's receipt of such Payment Request and all necessary supporting documentation (or, if applicable, within thirty (30) business days of NFWF's receipt of written approval of such Payment Request and all necessary supporting documentation by any necessary third-party governmental entity or funding partner). Invoices submitted by any Sub-recipient (as that term is defined in Section 12) must be accompanied by the written approval of the Recipient. All invoices must also contain a written statement by the Recipient that the expenses for which payment is sought are (a) for Work specified in the Project Description and (b) within the Budget for such expenses as specified in the Project Description. Recipient shall submit Payment Requests in accordance with the following procedures and subject to the following terms and conditions:

- a. **Frequency and Minimum Amount.** Recipient may submit Payment Requests no more frequently than once monthly and for no less than One Thousand Dollars (\$1,000) in expenses during the term of this Agreement. To receive payment, Recipient must submit to NFWF a written request containing the total dollar amount of Funds being requested. If requested by NFWF, Recipient shall provide such other supporting documentation as NFWF deems reasonably necessary to evaluate the request.
- b. **Method of Submission.** If specified by NFWF, Recipient shall submit Payment Requests through NFWF's electronic project management system; otherwise, Recipient may submit Payment Requests to NFWF via electronic mail, facsimile, or regular mail.
- c. **Duplicative Funding.** If at any time Recipient receives payment or reimbursement from any other source for the same exact Work costs for which NFWF has provided payment or reimbursement hereunder, the Recipient shall so notify NFWF immediately in writing and shall cooperate with NFWF in remedying the duplicative funding, which may include returning to NFWF the amount of Funds received by Recipient as a result of such duplicate payment or reimbursement.
- d. **Ongoing Compliance.** NFWF, acting after consultation with CDFW, CSLC, CDPR, and Regents, reserves the right to refuse to pay all or any part of the Funds requested in a Payment Request if at the time the request is submitted Recipient has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description and Budget.
- e. **Final Payment after Completion of all Work.** The term "Final Amount" shall mean the amount of Funds requested in the final Payment Request submitted by Recipient or an amount equal to ten percent (10%) of the Maximum Amount, whichever is greater. NFWF shall have no obligation to pay the Final Amount until such time as NFWF has (i) determined that Recipient has fully completed

the Work; and (ii) received and approved all deliverables associated with the Work and this Agreement, including but not limited to the Final Reports and final Payment Request in the form and substance as required pursuant to Section 7 below. Within thirty (30) business days after NFWF’s (and, CDFW’s, CSLC’s, CDPB’s, and Regents’) determination that the requirements of the immediately preceding items (i) and (ii) have been satisfied, NFWF shall disburse to Recipient the Final Amount.

7. **Reporting.** Recipient will submit periodic reports on the Project through NFWF’s electronic project management system (unless otherwise specified by NFWF), all in accordance with the following schedule:

The Recipient shall submit to NFWF annual written programmatic reports describing in reasonable detail the Work performed during the prior NFWF fiscal year (October 1 – September 30), no later than October 31st of each year during the Term of this Agreement. Specific reporting requirements for the annual reports are set forth in Exhibit C.

In addition, the Recipient shall submit to NFWF annual financial reports detailing the receipts and expenditures of all Funds received by the Recipient for the Work performed during the prior NFWF fiscal year (October 1 – September 30), no later than October 31st of each year during the Term of this Agreement.

Report Due Dates

Reporting Task	Task Due Date
Annual Financial Report	October 31, 2022
Interim Programmatic Report	October 31, 2022
Annual Financial Report	October 31, 2023
Interim Programmatic Report	October 31, 2023
Final Financial Report	March 30, 2024
Final Programmatic Report	March 30, 2024

At NFWF’s request, Recipient will respond to any inquiries regarding the status or progress of the Project made outside of the reporting schedule.

8. **Final Reports.** When Recipient believes that it has fully and completely performed all the Work, and in any event no more than thirty (30) days after the Completion Date, Recipient shall prepare and submit to NFWF (and if specified by NFWF, by uploading to NFWF’s electronic project management system) a comprehensive draft of the final report on the Work and the corresponding results (the “Final Programmatic Report”); a draft of the final full accounting of the Funds disbursed to it hereunder (as well as any amount still due and owed to Recipient that has not yet been disbursed as a reimbursement) as compared against the Budget (the “Final Financial Report”); and a draft of the final Payment Request for the Final Amount. (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the “Final Reports.”) As appropriate, the draft of the Final Programmatic Report should include copies of all publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. Specific reporting

requirements for the Final Reports are set forth in Exhibit C. NFWF shall notify the Recipient in writing when it, in consultation with CDFW, CSLC, CDPR, and Regents, determines that the Work has been fully and completely performed and that the drafts of the Final Reports and the draft of the final Payment Request are satisfactory in form and substance.

After receiving such notification from NFWF, the Recipient shall deliver to NFWF the Final Reports and the final Payment Request (in the same form and substance as the approved drafts).

9. **Contact Information.**

NFWF Primary: Eliza Braendel
National Fish and Wildlife Foundation
Senior Manager, Impact-Directed Environmental Accounts (IDEA)
1133 15th Street N.W., Suite 1000
Washington, DC 20005
Telephone: (415) 593-7628
Fax: (202) 857-0162
E-mail: eliza.braendel@nfwf.org

NFWF Alternate: Anne Butterfield
National Fish and Wildlife Foundation
Senior Manager, Impact-Directed Environmental Accounts (IDEA)
1133 15th Street N.W., Suite 1000
Washington, DC 20005
Telephone: (415) 243-3106
Fax: (202) 857-0162
E-mail: anne.butterfield@nfwf.org

Recipient: George Thomson
City of Goleta - Public Works Department
Parks & Open Space Manager
130 Cremona Drive, Suite B
Goleta, CA 93117
Telephone: (805) 961-7578
Email: gthomson@cityofgoleta.org

Each Party agrees to notify the other Party promptly in writing of any change in named representative, address, telephone, or other contact information. The Parties agree and acknowledge that any change to their respective named representative as set forth above shall not constitute an amendment to this Agreement and may be effected through written notice to the other Party.

10. **Incorporation of Project Description and Budget.** The Project Description and Budget are hereby expressly incorporated into this Agreement by this reference.

11. **Assignment.** Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written consent of NFWF, acting after consultation with CDFW, CSLC, CDPR, and Regents.

12. **No Agency Between NFWF and Recipient or Sub-recipients.** Neither Recipient nor any contractor, subcontractor, or other recipient of Funds from Recipient (each, a “Sub-recipient”) shall be deemed to be an agent, representative, employee, or servant of NFWF (or CDFW, CSLC, CDPR, or Regents) in connection with this Agreement. NFWF, CDFW, CSLC, CDPR, and Regents shall neither have the right to control, nor have any actual, potential or other control over, the methods and means by which Recipient or any of its agents, representatives, employees, or Sub-recipients conducts its business operations. Recipient shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that Recipient or any of its agents, representatives, employees, or Sub-recipients is the agent, representative, employee, or servant of NFWF, CDFW CSLC, CDPR, or Regents.

If Recipient makes or issues any award or subaward of Funds to any Sub-recipient for purposes of performing the Work, then Recipient will be deemed to have represented and warranted to NFWF at each such time, in connection with each such award or subaward, as follows:

- a. in making such award or subaward of Funds, Recipient has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by Recipient;
- b. in making such award or subaward of Funds, Recipient has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c. each Sub-recipient is qualified to perform the applicable Work and is authorized to do business in each jurisdiction in which such Work is to be performed;
- d. each Sub-recipient is required under its agreement with Recipient to perform the applicable Work within budgeted costs identified for such Work as provided in the Budget;
- e. each Sub-recipient has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f. each Sub-recipient has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such Sub-recipient related to the Work; and
- g. no Sub-recipient has any conflict of interest with respect to NFWF, Recipient, or the Project.

Recipient shall be responsible for supervising and directing the Work performed by all Sub-recipients and shall be responsible for all Sub-recipient activities as well as for coordinating all Sub-recipients’ Work. As between Recipient and NFWF, CDFW, CSLC, CDPR, and Regents, Recipient shall bear sole responsibility for any and all liability caused or incurred by any Sub-recipient in performing Work. NFWF, CDFW, CSLC, CDPR, and Regents shall not be deemed

by virtue of this Agreement to have any contractual obligation to, or relationship with, any Sub-recipient, and the Parties agree and acknowledge that as between NFWF, CDFW, CSLC, CDPR, Regents, and Recipient, all Work shall be deemed to be the responsibility of, and shall be performed by, Recipient.

13. **NFWF Right to Inspect Work; Access.** NFWF and its representatives and consultants, CDFW, CSLC, CDPR, and Regents, shall, upon reasonable prior notice to Recipient, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by NFWF, CDFW, CSLC, CDPR, or Regents, Recipient shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of NFWF's, CDFW's, CSLC's, CDPR's, or Regents' inspection or review of the Work. Recipient shall provide NFWF and its representatives and consultants, CDFW, CSLC, CDPR, and Regents with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Recipient's performance of the Work and completion of the Project.

14. **Conflict of Interest.** During the term of this Agreement, Recipient will maintain in effect policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies.

15. **Unexpended Funds.** Any Funds provided by NFWF and held by Recipient and not expended or obligated for Work on or before the Agreement's termination date will be returned by Recipient to NFWF within thirty (30) days after such termination date.

16. **Amendments.** Any amendment to this Agreement must be in writing and must be consented to in writing by both Parties, with NFWF acting after approval by CDFW, CSLC, CDPR, and Regents. If required by NFWF, Recipient will submit amendment requests through NFWF's electronic project management system. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 7 and 8 hereof such that the dates are commensurate with the extended term of this Agreement.

17. **Default and Termination.** In entering this Agreement and agreeing to provide Funds to Recipient for purposes of the Project, NFWF is expressly relying on the accuracy, validity, and completeness of the information provided by Recipient to NFWF, including but not limited to that contained in any application or proposal for Funds, in the Project Description, and in this Agreement. Any material misrepresentation or omission of information (as determined by NFWF in its reasonable discretion) made by Recipient to NFWF in connection with this Agreement or the Project shall constitute grounds for NFWF, in its sole discretion, to terminate this Agreement, effective immediately, by written notice delivered to Recipient. Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement, including but not limited to any failure by Recipient to perform the Work in accordance with the Budget and schedule set forth in the Project Description, shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient. Any such Notice of Default shall describe in reasonable detail

the basis for NFWF's determination of default and shall provide Recipient with a period of no less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If Recipient has not cured or, as the case may be, commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, NFWF may thereafter terminate this Agreement by a further written notice delivered to Recipient.

Recipient may terminate this Agreement by providing no less than thirty (30) days' prior written notice to NFWF.

In the event of termination of this Agreement prior to Recipient's expenditure or obligation of any Funds available hereunder, Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a. Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.
- b. Place no further orders or enter into any further contracts or subcontracts for materials, facilities, or other aspects of the Work.
- c. Terminate all pending orders, contracts, and subcontracts for Work that have not yet commenced.
- d. Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of orders, contracts, and subcontracts related to the Work.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by Recipient with respect to the Work, whether completed or in progress.
- f. Return to NFWF any unobligated or unspent portion of the Funds then held by Recipient.

18. **Additional Support.** By entering into this Agreement, NFWF assumes no obligation to provide further funding or financial support to Recipient beyond the terms stated in this Agreement.

19. **Choice of Law.** This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, Recipient agrees to submit to the jurisdiction of the courts of the District of Columbia.

20. **Compliance with Laws; Insurance; Indemnification.**

- a. In conducting its activities relating to the Work and performing its obligations under this Agreement, Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure, and comply with, all appropriate and necessary public or private permits and consents.
- b. Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by Recipient and associated with this Agreement in any way; will have NFWF, CDFW, CSLC, CDPR, and Regents named as an additional insureds on all such policies; and will provide NFWF with appropriate Certificates of Insurance reflecting such additions within sixty (60) days after this Agreement is fully executed.
- c. Recipient shall indemnify and hold harmless NFWF, CDFW, CSLC, CDPR, Regents and their officers, directors, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Work or Recipient's performance under this Agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- d. The terms of the Section will survive termination of this Agreement.

21. **Publicity.** Recipient agrees to give appropriate credit to the “National Fish and Wildlife Foundation, the California Department of Fish and Wildlife, the California State Lands Commission, the California Department of Parks and Recreation, and the Regents of the University of California” for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the Project that is receiving financial support under this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. Recipient hereby grants NFWF the right and authority to publicize NFWF's financial support for the Project and the Work in press releases, publications and other public communications. The Recipient must obtain prior NFWF approval for any use relating to the Project of the NFWF logo.

22. **Disclaimers.** Payments made to Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement, or the endorsement of CDFW, CSLC, CDPR, or Regents, of the Work or any deliverables provided pursuant to the Agreement. All information submitted by Recipient for formal publication under this Agreement shall carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views, or policies of the National Fish and Wildlife Foundation, the California

Department of Fish and Wildlife, the California State Lands Commission, the California Department of Parks and Recreation, or the Regents of the University of California. Nothing contained herein constitutes an endorsement in any respect by the National Fish and Wildlife Foundation, the California Department of Fish and Wildlife, the California State Lands Commission, the California Department of Parks and Recreation, or the Regents of the University of California.”

23. **Website Links.** Recipient agrees to permit NFWF, CDFW, CSLC, CDPR, and Regents to post a link on any or all of NFWF’s, CDFW’s, CSLC’s, CDPR’s, and Regents’s websites to descriptions of the Work, the Project, or this Agreement.
24. **Evaluation.** Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project and this Agreement for a period of three (3) years after the date on which the Final Reports are provided. The terms of this Section will survive termination of this Agreement.
25. **Access to Records.** NFWF, CDFW, CSLC, CDPR, and Regents and any of their duly authorized representatives shall have access to any books, documents, papers and records of Recipient that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of five (5) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting Funds hereunder, Recipient agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit NFWF to verify the proper use and expenditure of the Funds received by Recipient hereunder. The terms of this Section will survive termination of this Agreement.
26. **Use of Information.** If Recipient provides NFWF with any information Recipient considers to be privileged, confidential, or otherwise protected from public disclosure, all such information must be clearly identified as such in writing by Recipient in order to be eligible for potential protection from public disclosure by NFWF. Recipient acknowledges and agrees that NFWF may, in NFWF’s discretion, share with third parties and make public any and all information (“Information”) provided by Recipient to NFWF in connection with the Project or pursuant to this Agreement, except such Information as (a) has been clearly identified by Recipient in writing as privileged, confidential, or otherwise protected from disclosure and (b) has been agreed by NFWF in writing to be entitled to protection from disclosure. Notwithstanding anything to the contrary set forth herein, all Information submitted to NFWF by Recipient is subject to potential disclosure to the United States federal government.
27. **Severability.** Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

28. **Binding Obligation.** This Agreement has been duly executed by a representative of Recipient with full authority to execute this Agreement and bind Recipient to the terms hereof. After execution by the representative of Recipient named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of Recipient, enforceable against Recipient in accordance with its terms.

IN WITNESS WHEREOF, both parties have signed this Agreement, intending to be bound legally.

City of Goleta

_____ Date: _____

Name: _____

Title: _____

National Fish and Wildlife Foundation

_____ Date: _____

Timothy J. DiCintio
Senior Vice President, Impact-Directed Environmental Accounts

Exhibit A
Project Description

[Page intentionally left blank. See next page.]



EasyGrantsID: 74232

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast

Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Ellwood Beach Public Access and Habitat Enhancement Project

Organization: City of Goleta

Grant Information

Title of Project

Ellwood Beach Public Access and Habitat Enhancement Project

Total Amount Requested	\$ 208,500.00
Matching Contributions Proposed	\$160,000.00
Proposed Grant Period	09/01/ 2022 - 02/29/ 2024

Project Description

Complete design, permitting, and the first phase of implementation for two beach access improvements and five acres of coastal scrub, grassland, and dune habitat restoration at Ellwood Mesa in the City of Goleta. Community volunteers, the Santa Barbara County Trails Council, and UC Santa Barbara will partner with the City to complete design, collect and grow native plants, and prepare the site for restoration.

Project Abstract

The Ellwood Beach Public Access and Habitat Enhancement Project will complete design, permitting, and the first phase of implementation to improve the only two public beach access points on City of Goleta-owned property. The project will complete engineering and landscape design for the two beach access ways--one being a stairway and the other a sloped trail down to the beach. A total of five acres of habitat restoration surrounding the two beach access ways will benefit native grassland, bluff scrub, coastal sage scrub, and dune ecosystems, as well as improve the aesthetics and user-experience. The project has already received a Coastal Development Permit, a Clean Water Act Section 401 Water Quality Certification, and a US Army Corps of Engineers nationwide permit verification letter. Proposed deliverables for this phase of the project include 1) final engineering drawings for the constructed stairway, drainage structures, and trail details; 2) final landscape construction plans for the five acres of habitat restoration and construction wetlands (bioswales); 3) final design and construction of no fewer than six interpretive signs; 4) collection and grow out of 2500 native plants selected from the project watershed and/or local ecosystem (less than one mile from site); and 5) participation of at least 100 community members and UC Santa Barbara students in the design process, attendance at five community engagement events, and during the first phase of implementation.

Organization and Primary Contact Information

Organization	City of Goleta
Organization Type	State or Local Government
City, State, Country	„

Region (if international)

Primary Contact	George Thomson
Position/Title	
Phone and E-mail	x ; gthomson@cityofgoleta.org

Additional Contacts



NFWF

EasyGrantsID: 74232

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast

Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Ellwood Beach Public Access and Habitat Enhancement Project

Organization: City of Goleta

Role	Name



NFWF

EasyGrantsID: 74232

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast

Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Ellwood Beach Public Access and Habitat Enhancement Project

Organization: City of Goleta

Project Location Information

Project Location Description Ellwood Mesa and Ellwood Beach, City of Goleta, Santa Barbara County.
Access Point F <https://goo.gl/maps/eFtu1r5Ec8ut9W7V9>
Access Point E <https://goo.gl/maps/cg2dYQpyATPuJXQ56>

Project Country(ies) North America - United States

Project State(s) California

Project Congressional District(s) District 24 (CA)

Permits and Approvals

Permits/Approvals Description: Intent to Issue Coastal Development Permit - Final Design Plans
need to be submitted.

Permits/Approvals Status: Received

Permits/Approvals Agency-Contact Person: Coastal Commission

Permits/Approvals Submittal-Approval Date: 09/01/2023



EasyGrantsID: 74232
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

I. PERSONNEL \$0.00

Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel

Totals \$0.00 \$0.00 \$0.00

II. TRAVEL \$0.00

Domestic Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

International Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Train – Per Ticket

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00



Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

Rental Car – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Taxis – Per Trip

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Mileage – Per Mile

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Gasoline – Per Gallon

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Per Diem (M&IE) – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00



EasyGrantsID: 74232
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

Lodging – Per Night

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Meals (no M&IE) – Per Meal

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

III. EQUIPMENT \$0.00

Item Name	Description	Unit Cost	Quantity	Total Cost

IV. MATERIALS & SUPPLIES \$0.00

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

V. CONTRACTUAL SERVICES \$208,500.00

Subcontract/Contract – Per Agreement

Contractor Name	Description	Total Cost
TBD Engineering/Bio	Consultant Design Firms	\$208,500.00

SubTotal \$208,500.00



EasyGrantsID: 74232
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

Subgrant – Per Agreement

Subrecipient	Description	Total Cost

SubTotal **\$0.00**

VI. OTHER DIRECT COSTS **\$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

VII. TOTAL DIRECT COSTS **\$208,500.00**

VIII. INDIRECT COSTS **\$0.00**

Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost

IX. TOTAL PROJECT COSTS **\$208,500.00**



Recreation Grants Program - 2021, Full Proposal
Title: Ellwood Beach Public Access and Habitat Enhancement Project
Organization: City of Goleta

Budget Narrative

Budget Narrative:

1. Personnel

Personnel -

2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Meals (No M&IE) - Per Meal -



Recreation Grants Program - 2021, Full Proposal
Title: Ellwood Beach Public Access and Habitat Enhancement Project
Organization: City of Goleta

3. Equipment

Equipment -

4. Materials and Supplies

Materials and Supplies -

5. Contractual Services

Subcontract/Contract - Per Agreement -	208500
Subgrant - Per Agreement -	

6. Other Direct Costs

Other Direct Costs -

7. Indirect Costs



Recreation Grants Program - 2021, Full Proposal
Title: Ellwood Beach Public Access and Habitat Enhancement Project
Organization: City of Goleta

EasyGrantsID: 74232
National Fish and Wildlife Foundation –
Refugio Beach Oil Spill Settlement: South
Coast Shoreline Parks and Outdoor

Indirect Costs -



EasyGrantsID: 74232

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast

Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Ellwood Beach Public Access and Habitat Enhancement Project

Organization: City of Goleta

Matching Contributions

Matching Contribution Amount:	\$10,000.00
Type:	Cash
Status:	Received
Source:	Santa Barbara County Trails Council
Source Type:	Non-Federal
Description:	Cash donation to one of our project partners, the Santa Barbara County Trails Council, to be used for the access improvements at Ellwood Beach.

Matching Contribution Amount:	\$50,000.00
Type:	Cash
Status:	Received
Source:	Goleta Valley Land Trust
Source Type:	Non-Federal
Description:	Cash donation for engineering, trail, and beach access design and habitat restoration planning at Ellwood Mesa.

Matching Contribution Amount:	\$100,000.00
Type:	Cash
Status:	Received
Source:	California Coastal Conservancy
Source Type:	Non-Federal
Description:	Cash grant for public engagement, engineering, trail, beach access design and habitat restoration planning, and permitting at Ellwood Mesa.

Total Amount of Matching Contributions:	\$160,000.00
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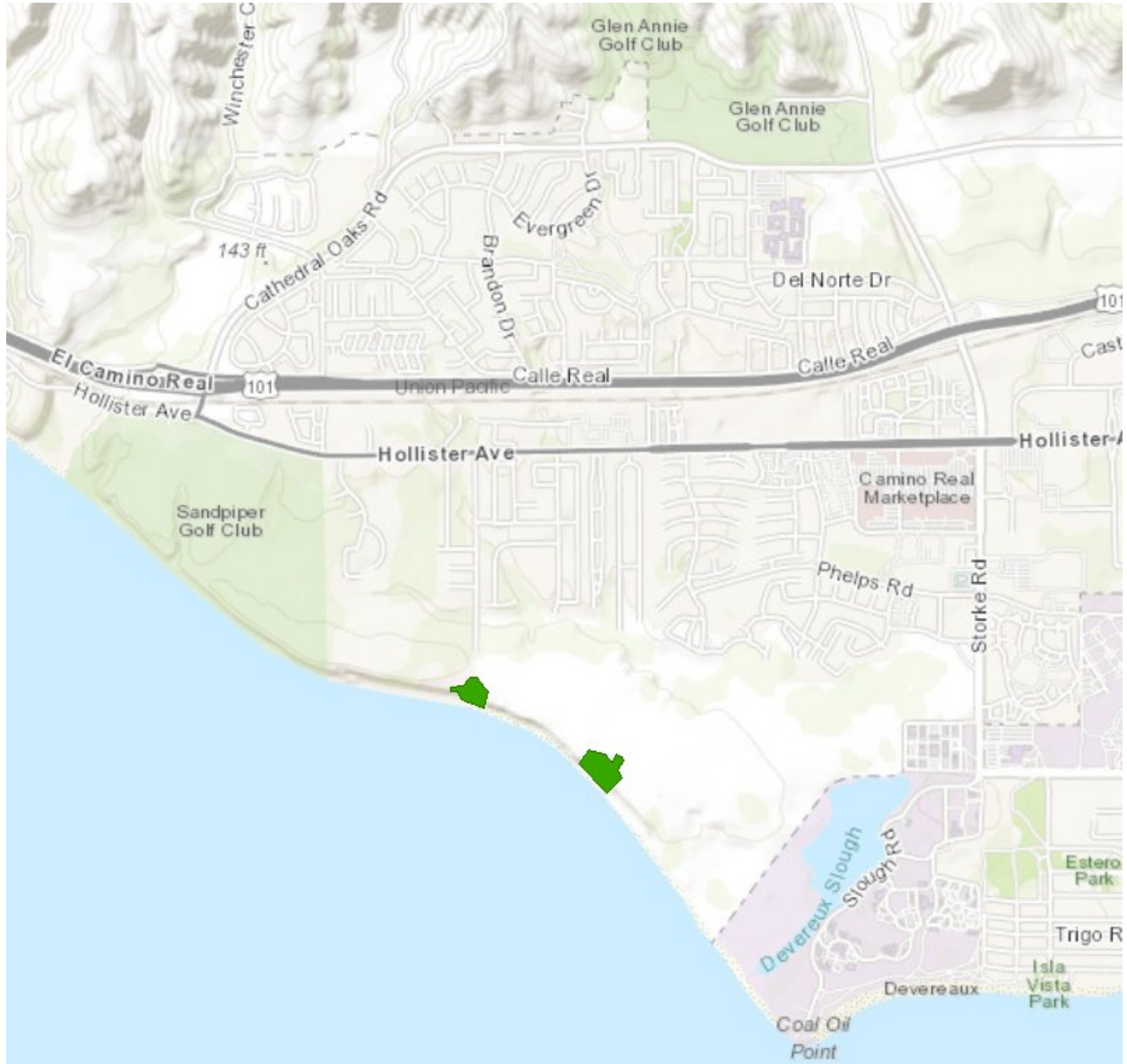


EasyGrantsID: 74232

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast
Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Ellwood Beach Public Access and Habitat Enhancement Project

Organization: City of Goleta





NFWF

EasyGrantsID: 74232

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast
Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Ellwood Beach Public Access and Habitat Enhancement Project

Organization: City of Goleta

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
Refugio Full Proposal Narrative 2021	Refugio+Full+Proposal+Narrative.docx	Thomson, George	04/04/2022
Board of Trustees, Directors, or equivalent	Mayor and City Council _ Goleta, CA.pdf	Thomson, George	04/04/2022
Statement of Litigation	Statement+of+Litigation Goleta.doc	Thomson, George	04/04/2022
Applicant Controls Questionnaire	App controls capabilities Goleta.pdf	Thomson, George	04/04/2022

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



Full-proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided or you may submit your project narrative in a different format if preferable, but note that any project narrative submitted must clearly contain all of the information requested below. The final narrative should not exceed ten (10) pages (minimum 12-point font), not including images. Once complete, upload your project narrative into the on-line application as instructed.

1. Recreational Use Categories: Identify below which type of public recreational resource the project benefits (check all that apply):

- Shoreline and near-shore recreation
- Recreational boating and/or use of the Channel Islands

2. Project Location: Identify below which areas the project benefits:

- Downcoast of El Capitan State Beach to Coal Oil Point
- Coal Oil Point Nature Reserve
- Santa Barbara County downcoast of Coal Oil Point Nature Reserve
- Ventura County
- Los Angeles County

3. Abstract (1 page maximum): Provide a brief description of the project, including its primary activities, the need for the project, the degree of urgency (if any) addressed by the project, and the project's objectives and expected recreational benefits to the public.

The Ellwood Beach Public Access and Habitat Enhancement Project will complete design, permitting, and the first phase of implementation to improve the only two public beach access points on City of Goleta-owned property. The two beach access sites are known as the "R" Beach Access (Access Point E) and the Santa Barbara Shores Beach Access (Access Point F).

Beach Access Point E was originally constructed 50 years ago under private ownership to provide pedestrian and vehicle access for the Santa Barbara Shores neighborhood. Over time, water flowing down the road from the mesa caused substantial erosion and damage to the trail as well as the lower bluff edge. The site is now challenging to navigate on foot, and users taking strollers, bikes, and beach carts have difficulties traversing the broken asphalt and erosion gullies. Native coastal scrub bluff habitat has suffered from erosion and the introduction of invasive, non-native plants such as ice plant and various annual grasses. The proposed project would complete the final engineering and landscape plans to improve approximately 0.25 mile of trail, including removal of the asphalt and grading plans to create a curvilinear trail alignment to allow for safer, more sustainable beach access. Additionally, a sloping stairway down to the sand would be constructed to improve safe access to Ellwood Beach. Constructed wetlands and 3.75-acres of habitat restoration at Beach Access Point E will be designed to improve water quality and enhance coastal sage scrub, bluff scrub, and dune habitats.

Beach Access Point F was a steep dirt road that was originally constructed to serve oil industry equipment near the beach in the 1900s. Since then, the area was preserved from further development and is now a City-owned



and managed public open space preserved for habitat and recreation. Over time the road disintegrated and erosion entrenched the trail to a depth of three to four feet on the top half, with tread that is less than one foot wide in places. Final design plans proposed to be funded under this grant will address approximately 0.1-mile of trail, including engineered steps through the entrenched areas and restoration of the open area at the access point, which would include removal of an unpermitted fire pit and regrading of the sloping ramp to minimize the impacts of the trail use and erosion. In addition, restoration and erosion control measures would be implemented at the top of the trail to divert the majority of water inland, away from the access point so it no longer flows off the mesa and down the trail. This will have the added benefit of creating vernal wetlands to support locally-rare plants. Approximately 1.0 acre of habitat restoration at Beach Access Point F will be designed to improve water quality and enhance coastal sage scrub, bluff scrub, vernal wetlands, and dune habitats.

Significant progress has already been made on the project design, public engagement, and permitting. Preliminary engineering plans are complete for the beach access stairway, sloped trail, and drainage structures. The project CEQA analysis is complete and the City of Goleta Planning Commission approved a resolution adopting the Final Mitigated Negative Declaration (Final MND) and the Monitoring, Monitoring, and Reporting Program (MMRP), and approving the Development Plan for the Ellwood Mesa Coastal Trails and Habitat Restoration Project. In October 2019, the California Coastal Commission approved an intent to issue a Coastal Development Permit for the Project, pending satisfaction of seven special permit conditions. The special conditions include final design plans, erosion control plans, and final monitoring of the project. Additional permits from the US Army Corps of Engineers and the California Regional Water Quality Control Board are also issued for the project. The next steps for the Project are to complete final design, community outreach, and fundraising.

Project partners include the Santa Barbara County Trails Council, UC Santa Barbara's Cheadle Center for Biodiversity and Ecological Restoration (CCBER) and various community members that live in the adjacent neighborhoods. Various volunteers have participated in the development of the preliminary plans and their continued involvement is expected going forward. CCBER's involvement in the next phase of the project is expected to include collaboration on the final landscape restoration plans, collection of native plant seeds and grow out at their on-campus native plant nursery, and installation of the first round of native plantings.

The Project also includes development of a signage program, to include regulatory, navigational, and interpretive signs. Specific topics will include the history of oil spills in the Santa Barbara Channel and impacts to wildlife and habitats, cultural usage of the area, threatened and endangered animals, and beach ecosystems.

The proposed measurable outcomes for the project include submittal of the final engineering and landscape plans, satisfaction of all Coastal Commission special permit conditions, issuance of the CDP, construction bid documents, production of no less than six interpretive signs, and collection and grow-out of no less than 2500 native plants for the project.

Recreational benefits to the public include safe, all-weather access to the beach from the coastal mesa at two locations. This is a major benefit as the current trail conditions limit access to coastal resources due to the poor trail conditions and inaccessible trails immediately following storm events. Furthermore, the trail improvements will be paired with five acres of habitat restoration to allow for community planting days, which are an active form of recreation and learning. These volunteer events will be designed to engage participants in stewardship and actively learning about the local ecology, the history of the area, and the benefits of long-term management of sensitive coastal resources.



4. **Project Benefit(s):** Elaborate on the short-term and long-term recreational benefits to the public expected from the project (which were likely summarized in the Abstract), including what makes them achievable and important. Also, describe the benchmarks that will be used to measure the project's success.

The short-term benefits of the project include better access to beach recreational opportunities, including fishing, surfing, walking, and bird-watching. The physical improvements to the proposed beach access ways are the primary proposed achievements. The completion of the design plans and permitting process will be the benchmarks for success. In addition, development of the interpretive signage are also proposed project achievements to determine project success. Long-term recreational benefits, to be realized once the project is constructed, will include the tens of thousands of trail users that can access the beach safely. Other important benefits include over five acres of restored coastal habitats.

5. **Continuing Project:** Indicate whether this project is a continuation or expansion of an existing project and provide information on the status and results/outcomes of the previous work.

This is a continuation of an ongoing project. The previous work included project scoping, public meetings, and submittal of a Coastal Development Permit (CDP) to the California Coastal Commission for a portion of the project. The Coastal Commission intends to issue a CDP once all engineering and habitat restoration plans are complete. These are the critical next steps needing additional funding to see the construction of the improvements through.

6. **Activities:** Provide a workplan of activities that will be undertaken with the requested funds. Explain how these activities further the short-term and long-term benefits to the public described above. Provide greater elaboration on the primary activities. Identify any permits that are needed to complete the project, and whether those permits have been obtained or the timeline by which they are expected to be obtained.

Workplan:

- a) Solicit design engineer, land survey, and habitat restoration specialist via a Request for Proposal process. Select best qualified team and award design contract at City Council.
- b) Conduct team meetings, land survey, engineering requirements for stairways and drainage structures, alternatives analysis, and other iterative plans for public meetings/community input.
- c) Develop final construction designs for proposed beach access stairway and access walkway. Complete landscape habitat restoration plans, irrigation plans, erosion control plans, and monitoring plans.
- d) Develop interpretive signage program and signage content with UC Santa Barbara and stakeholders.

A final coastal development permit will be issued by the Coastal Commission once the final design plans are completed. An intent to issue a CDP has already been received. The project is needing final design and a full habitat restoration plan before a CDP can be issued.



7. **Land Ownership:** Indicate whether your organization owns the land where the project will be implemented. If it does not, to the extent applicable, indicate whether the landowner supports the proposed project.

The City of Goleta owns the land.

8. **Maintenance and Oversight:** Describe the approach to protect the project and resulting project benefits in the long-term, if applicable.

The project site is protected in perpetuity by existing land covenants. The restoration projects and beach access ways will be maintained by the City's Parks and Open Space Division.

9. **Subcontractor(s):** Identify activities that are intended to be conducted by subcontractors. Provide complete name and address of all subcontractors, if applicable.

Engineering design will be performed by a TBD subcontractor. The most qualified engineering firm will be determined by a Request for Proposal process to select the engineering firm based on their qualifications and experience working on similar projects.

10. **Organization's Qualifications and Experience:** Describe the skills and experience of your organization and staff associated with implementing this type of project.

The City's Parks and Open Space Manager, George Thomson, has 25 years' experience designing, permitting, and implementing coastal habitat restoration projects and public recreation amenities. He oversees the daily operations and maintenance of 500-acres of public open space and developed parks. In addition, collaborations with UC Santa Barbara on this project will bring additional resources to the project, including teaching and research opportunities.

11. **Organization's Mission and Goals:** Briefly describe your organization's mission and goals and how this project will help accomplish them.

The City of Goleta's Parks and Open Space Division oversees stewardship and management of over 500-acres of public lands, including sensitive wetlands, beach, native grassland, and other rare habitats. One of the goals of the division is to encourage active participation by the community in stewardship of the natural areas we enjoy daily. This comes in the form of public planting and weeding events, trash removal, and an ongoing outreach and education program. This project will support this vision by designing sustainable beach access routes, over five acres of habitat restoration, and an educational signage program to inform the community about the rare habitats at the sites.

12. **Partners:** Elaborate on opportunities (if any) for collaboration with other entities.

Project partners include the Santa Barbara County Trails Council, UC Santa Barbara's Cheadle Center for Biodiversity and Ecological Restoration (CCBER) and various community members that live in the adjacent neighborhoods. Various volunteers have participated in the development of the preliminary plans and their continued involvement is expected going forward. CCBER's involvement in the next phase of the project is



NFWF

expected to include collaboration on the final landscape restoration plans, collection of native plant seeds and grow out at their on-campus native plant nursery, and installation of the first round of native plantings. The Trails Council will serve as advisors on beach access trail design, and ultimately, as a collaborator in the installation/construction of the trails.

13. Other (Optional): Provide any further information important for the review of this proposal.

Additional Instructions: DO NOT INCLUDE any photos or documents that cannot be released to the public or posted on NFWF's, California Department of Fish and Wildlife's, California Department of Parks and Recreation, State Land Commissions', or University of California's website, WITHOUT CLEARLY IDENTIFYING on each of the photos or documents that it cannot be released to the public or posted on any websites. For example, clearly identify copyrighted photos or documents containing personally identifiable information of children under 13 where permission or parental consent to release to the public or post such information online has not been obtained.

Mayor and City Council

The City of Goleta has an elected five-person City Council, and for the first time in 2018, a directly-elected Mayor. Previously the Mayor was appointed by his or her fellow Councilmembers in December of each year. Council meetings and agendas can be [viewed here](#). City Council Rules of Decorum and Procedure are [available here](#).

If you would like to invite members of the City Council to an event, please email Dawn Christensen, Executive Assistant, at dchristensen@cityofgoleta.org.



Standing left-to-right: Mayor Pro-Tempore Stuart Kasdin, Councilmember James Kyriaco, and Councilmember Kyle Richards; seated left-to-right: Councilmember Roger Aceves and Mayor Paula Perotte

Information on the Mayor and Councilmembers is available by clicking on their photo below.

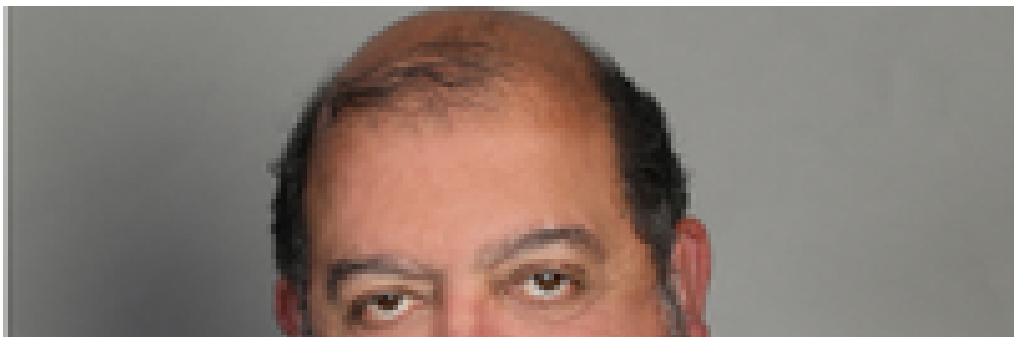




MAYOR PAULA PEROTTE



MAYOR PRO TEM STUART KASDIN





COUNCILMEMBER ROGER ACEVES



COUNCILMEMBER JAMES KYRIACO

COUNCILMEMBER JAMES RYRACU



COUNCILMEMBER KYLE RICHARDS



NFWF

Statement of Litigation

Instructions: Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

Litigation: In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

The City of Goleta is the applicant and, as stated in the information above, is not required to complete this section as a local government applicant.

APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE



INSTRUCTIONS: THIS QUESTIONNAIRE IS REQUIRED WITH THE SUBMISSION OF A NFWF FULL PROPOSAL, FOR THE FOLLOWING ORGANIZATION TYPES: NONPROFIT ORGANIZATIONS, STATE, LOCAL & MUNICIPAL GOVERNMENTS, INDIAN TRIBAL GOVERNMENTS, FOR-PROFIT ENTITIES, AND INCORPORATED INDIVIDUALS. PLEASE COMPLETE AND SIGN THE QUESTIONNAIRE IF YOUR ORGANIZATION DOES NOT HAVE A RECENT (WITHIN TWO YEARS) SINGLE AUDIT UPLOADED TO THE FEDERAL AUDIT CLEARINGHOUSE. DO NOT INCLUDE COPIES OF POLICIES OR PROCEDURES WITH THE SUBMISSION OF THIS FORM.

NFWF UTILIZES THIS QUESTIONNAIRE ALONG WITH A RISK ASSESSMENT TO DETERMINE ELIGIBILITY AND COMPLIANCE REQUIREMENTS, WHICH MAY INCLUDE THE FOLLOWING: ADDITIONAL REPORTING, RESTRICTION OF ADVANCE FUNDING, AND/OR SUBMISSION OF SUPPORTING DOCUMENTATION.

ORGANIZATION LEGAL NAME

ORGANIZATION EIN

1. Does your organization have a Single Audit (within the last 2 years) on file with the Federal Audit Clearinghouse?
 If yes, sign and upload form.
 If no, complete form in its entirety.
2. Has your organization been suspended or debarred from any government contracting process? If yes, please explain.
No
3. Has your organization managed a federal award before? If yes, provide a summary of your most recent award, including period of performance, awarding agency, federal program, and size of award.
Yes, multiple annual federal grant awards are received and managed by the City of Goleta. The most recent awards include \$130,000 annually for the Community Development Block Grant (CDBG) Program, awarded from the US Dept. of Housing and Urban Development. The performance period for this program is on an ongoing annual cycle, with grant performance requiring completion by the end of each fiscal year. The City of Goleta is also the recipient of a \$18.5M grant from the US Department of Transportation for replacement of a major bridge. The grant performance period is a multi-year planning, design, and construction effort from 2019-2026.
4. Does your organization maintain written accounting policies and procedures applicable to headquarters and, if applicable, field offices? If no, please explain.
Not applicable. The City of Goleta is a centralized, local government agency with one City Hall and no field offices.
5. Does your accounting system (or other management system) allow organizational expenses to be tracked: (a) to a specific project on which your organization is working; (b) to specific tasks within that project; and, (c) to specific cost-type categories within each task (e.g., materials, supplies, travel, etc.)? If no, please explain.

APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE



Yes, the City of Goleta follows GAAP rules for all accounting.

6. Does your organization have a timekeeping system or documented process that allows staff time to be tracked: (a) to a particular project on which staff spends time; and, (b) to specific tasks within each project? If no, please explain.

Yes, we have a timekeeping system to log staff time to specific projects or specific tasks within each project.

7. Does your organization maintain employment agreements or other formal evidence of employment between it and its employees? If no, please explain.

Yes, the City of Goleta maintains employment agreements and formal evidence of employment between it and its employees.

8. Does your organization maintain basic property and casualty insurance? If no, please explain.

Yes, the City of Goleta maintains basic property and casualty insurance.

9. Is your organization able to perform the project on a cost-reimbursable basis? If no, please explain by providing the following information: (a) current cash on hand amount, (b) advance funding required, and (c) purpose of advance funding.

Yes, the City of Goleta is able to perform the project on a cost-reimbursement basis.

10. Does your organization maintain a written policy on conflict of interest? Would your organization's policy on conflict of interest operate to notify NFWF if your organization finds that it is unable to satisfactorily manage a conflict of interest pertinent to a NFWF-funded project? If no, please explain.

Yes, the City of Goleta maintains a written policy on conflict of interest and the City would notify NFWF if the City organization finds it is unable to satisfactorily manage a conflict of interest pertinent to a NFWF-funded project.

11. Does your organization maintain a written procurement policy? If no, please explain.

Yes, the City of Goleta's written procurement policy is codified in the City's Municipal Code, adopted by our Mayor and City Council.

12. If your proposed project includes contracts and/or sub-recipients, has an appropriate legal/contracting officer at your organization reviewed such elements and confirmed that your organization indeed has the ability to implement the arrangements as envisioned?

Yes, the City Attorney's staff reviewed the proposed contracting arrangements and confirmed the City of Goleta can implement the arrangements as envisioned.

13. Does your organization maintain written policies for property management and do you perform inventory audits/verifications on a regular basis? [APPLICABLE TO PROJECTS WITH EQUIPMENT OR SUPPLIES BUDGETED]

N/A

APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE



14. In the past three (3) years has your organization, or any unit or office thereof, been audited by an external donor/funder or agent thereof? (This would include, but not be limited to, audits of your organization by governmental entities.) If yes, please list all such audits.

The City of Goleta has not been audited by an external donor/funder or agent thereof in the past three years.

I certify to the best of my knowledge and belief that the above information is true, complete, and accurate and that I am authorized to submit on behalf of the organization represented above.

SIGNATURE

A handwritten signature in black ink, appearing to read "George Thomasal", is written over a horizontal line.

NAME AND TITLE

GEORGE THOMASAL, PARKS & OPEN SPACE MANAGER

Exhibit B
Budget

[Page intentionally left blank. See next page.]



EasyGrantsID: 74232
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

I. PERSONNEL \$0.00

Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel

Totals \$0.00 \$0.00 \$0.00

II. TRAVEL \$0.00

Domestic Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

International Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Train – Per Ticket

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00



Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

Rental Car – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00

Taxis – Per Trip

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Mileage – Per Mile

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Gasoline – Per Gallon

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Per Diem (M&IE) – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00



Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

Lodging – Per Night

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Meals (no M&IE) – Per Meal

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

III. EQUIPMENT \$0.00

Item Name	Description	Unit Cost	Quantity	Total Cost

IV. MATERIALS & SUPPLIES \$0.00

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

V. CONTRACTUAL SERVICES \$208,500.00

Subcontract/Contract – Per Agreement

Contractor Name	Description	Total Cost
TBD Engineering/Bio	Consultant Design Firms	\$208,500.00

SubTotal \$208,500.00



EasyGrantsID: 74232
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Ellwood Beach Public Access and Habitat Enhancement Project
 Organization: City of Goleta

Subgrant – Per Agreement

Subrecipient	Description	Total Cost

SubTotal **\$0.00**

VI. OTHER DIRECT COSTS **\$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

VII. TOTAL DIRECT COSTS **\$208,500.00**

VIII. INDIRECT COSTS **\$0.00**

Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost

IX. TOTAL PROJECT COSTS **\$208,500.00**



Recreation Grants Program - 2021, Full Proposal
Title: Ellwood Beach Public Access and Habitat Enhancement Project
Organization: City of Goleta

Budget Narrative

Budget Narrative:

1. Personnel

Personnel -

2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Meals (No M&IE) - Per Meal -



Recreation Grants Program - 2021, Full Proposal
Title: Ellwood Beach Public Access and Habitat Enhancement Project
Organization: City of Goleta

3. Equipment

Equipment -

4. Materials and Supplies

Materials and Supplies -

5. Contractual Services

Subcontract/Contract - Per Agreement -	208500
Subgrant - Per Agreement -	

6. Other Direct Costs

Other Direct Costs -

7. Indirect Costs



NFWF

Recreation Grants Program - 2021, Full Proposal
Title: Ellwood Beach Public Access and Habitat Enhancement Project
Organization: City of Goleta

EasyGrantsID: 74232
National Fish and Wildlife Foundation –
Refugio Beach Oil Spill Settlement: South
Coast Shoreline Parks and Outdoor

Indirect Costs -

Exhibit C

Refugio Beach Oil Spill Settlement – South Coast Shoreline Parks and Outdoor Recreation Grants Program Project Requirements

1. Annual Reports:

- a. The annual reports for multi-year projects shall include a description of project results, compared to those planned in the prior year, and discuss any changes or deviations from the Project Description.
- b. Annual reports shall comply with Reporting Requirements (see #3 below).
- c. Annual reports shall use the most current Easygrants template for the Interim Programmatic Report and shall be written with sufficient detail and clarity so that its relevance and importance can be understood by someone unfamiliar with the project.

2. Final Reports:

- a. The Final Programmatic Report shall include: (i) a summary of the work completed on the project; and (ii) a discussion of recreational benefits to the public. The Final Financial Report shall include a final accounting of project expenditures.
- b. The Final Programmatic Report shall comply with Reporting Requirements (see #3 below).
- c. The Final Programmatic Report shall use the current Easygrants template for the Final Programmatic Report and shall be written with sufficient detail and clarity so that its relevance and importance can be understood by someone unfamiliar with the project.

3. Reporting Requirements:

- a. Draft reports shall be provided to NFWF for review and comment prior to finalization and as set forth in Section 7 (Reporting) and Section 8 (Final Reports) of the Agreement.
- b. Annual reports and Final Reports shall incorporate/address all CDFW, CSLC, CDPR, and Regents comments provided on the draft reports.
- c. Annual reports and Final Reports shall include photo documentation, if appropriate, including before and after photos and/or other photos demonstrating work in progress or accomplished.
- d. Accessibility Requirements for Reports
 - i. Shall be submitted in a format suitable for posting in the Refugio Beach

“Ellwood Beach Public Access and Habitat Enhancement Project” #8006.22.074232

Oil Spill Administrative Record maintained on CDFW-OSPR’s webpage (<https://wildlife.ca.gov/OSPR/NRDA/Refugio>).

- ii. Shall be in a PDF or Word format that is accessible by people with disabilities (Compliance with ADA and Section 508 of the Rehabilitation Act of 1973). See Aids to Making Documents Accessible in #5 below.

4. Promotional Materials, External Reports, and Project Signage

- a. Acknowledgment of funding: Promotional materials (pamphlets, newsletters, etc.), external reports, and project signage should acknowledge funding by including an attribution such as, “Funding for this project was provided (in part) by the Refugio Beach Oil Spill South Coast Shoreline Parks and Outdoor Recreation Grants Program overseen by the Refugio Beach Oil Spill Trustee Council.”

5. Aids in Making Documents Accessible

a. Accessibility Mandate

Web accessibility refers to the inclusive practice of making websites usable by people of all abilities and disabilities. All U.S. federal agencies were mandated under Section 508 of the U.S. Rehabilitation Act to make their websites accessible to federal employees and to the public. California Government Code 11135, Section D, mandates that all electronic and information technology developed by state governmental agencies is accessible to people with disabilities.

Additional information:

Section 508 policy:

<http://www.adobe.com/accessibility/508standards.html>

State of California’s Accessibility Standards

<https://webstandards.ca.gov/accessibility/>

Accessibility Definition – Wikipedia

http://en.wikipedia.org/wiki/Web_accessibility

b. Adobe Quick Reference Guide

The following link provides helpful suggestions for creating accessible Word documents. Included are suggestions on formatting, headings, alternate text, text

“Ellwood Beach Public Access and Habitat Enhancement Project” #8006.22.074232

boxes, lists, etc.

(If these suggestions are applied, we can easily convert Word documents to accessible PDF's.)

Adobe Quick Reference Guide: Preparing Microsoft Word Documents to Create Accessible PDF Files

<https://helpx.adobe.com/acrobat/using/creating-accessible-pdfs.html>