



Agenda Item A.8
CONSENT CALENDAR
Meeting Date: November 5, 2019

TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Anne Wells, Advance Planning Manager
Andy Newkirk, Senior Planner

SUBJECT: Beach Hazards Removal Agreement with California State Lands Commission

RECOMMENDATION:

Authorize the City Manager to execute an Agreement with California State Lands Commission for Beach Hazards Removal services for a total not-to-exceed amount of \$50,000, term ending June 30, 2021.

BACKGROUND:

The first oil discovery in the Ellwood area was in July 1928. The oil was largely accessed and processed from what is now the City's Ellwood Mesa Open Space and Sandpiper Golf Course. The Ellwood Field reached peak production in 1930 but remained productive through the 1960s.

There was often little to no oversight of subsequent abandonment activities on Ellwood. Consequently, the level of removal, if any, varied from structure to structure. As a result, remnants of the oil and gas infrastructure still litter the City's coastline. The hazards include protruding wellheads and well casings, wood and steel piles, H piles and H beams, railroad irons, cables, pipes, pipelines, pipeline frames, and wood beams and structures. Many of the hazards only become visible during beach erosion events associated with winter storms. In many cases, these structures are seaward of the Ordinary High-Water Mark (OHWM) and thus lie within the jurisdiction of the California State Lands Commission (CSLC).

Since incorporation, the City has supported beach hazards removal. This position is emphasized in two General Plan policies, Safety Element Sub-policies SE 3.8 and 3.9. Hazards removal work has occurred intermittently since the City issued two Land Use Permits to CSLC for hazards removal work in 2010 (CSLC also adopted an Initial Study/Mitigated Negative Declaration and was issued a Coastal Development Permit for the work). Timing of the work is subject to several factors, including: the visibility of hazards, State funding availability, favorable tide conditions, and sufficient sand

remaining on the beach to allow construction equipment access. Removal activities occurred on: April 18-21, 2011; January 8-10, 2013; March 24-April 11, 2014; April 6-8, 2016; December 12-13, 2016; March 6-9, 2017; December 18-21, 2018; and February 14-19, 2019.

Because CSLC funding for the beach clean-up work is limited to activities below the OHWM, the City has funded CSLC removal work above the OHWM in the past. In 2014, the City contributed funds in the amount of \$50,000 to CSLC to cover the cost of cleanup above the OHWM on City beaches that year. On April 2, 2019, Council confirmed and ratified expenditures of up to \$55,000 for beach hazards removal for the winter of 2019. However, CSLC did not bill the City for removal work in the winter of 2019 as CSLC eventually focused removal work below the OHWM. Supporting the CSLC removal efforts provides an efficiency and costs savings for the City due to CSLC experience with beach hazards removal work, existing contracts with consultants, and City and Coastal Commission permits.

DISCUSSION:

While substantial progress has been made since 2011, hazards remain above and below the OHWM. The CSLC is committed to removing hazards on City beaches and is preparing for additional work above and below the OHWM, necessitating a new funding agreement, the subject of this staff report. The proposed agreement with CSLC would allow CSLC to remove hazards above the OHWM, within the City's jurisdiction, as part of their removal efforts. The City would cover costs directly associated with the removal work above the OHWM. As noted above, the City would benefit from the CSLC's permits, mobilization capabilities, and project management oversight. The City would provide its own environmental monitors to observe and document hazards and storm debris removal performed by CSLC's contractor. The City has an existing contract with Storrer Environmental Services for this monitoring work.

FISCAL IMPACTS:

There are sufficient funds to cover this contract in the Fiscal Year 2019-20 Budget. Therefore, no additional appropriations are necessary.

Beach Hazards Removal Project					
Fund Type	Account	Current Budget	Year-to-Date Actuals and Encumbrances	Additional Appropriation	Budget Balance
Professional Services	101-5-4300-500	\$612,021	\$459,407	\$0	\$152,614

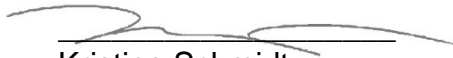
ALTERNATIVES:

The City Council could elect not to authorize the recommended action. If the recommended action is not authorized, CSLC will not remove hazards above the OHWM when they become visible.

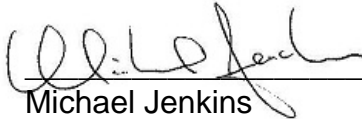
Reviewed By:

Legal Review By:

Approved By:



Kristine Schmidt
Assistant City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENT:

1. Agreement for Beach Hazards Removal Services with California State Lands Commission

ATTACHMENT 1

Agreement for Beach Hazards Removal Services with California State Lands
Commission

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C2019026

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

State Lands Commission, hereafter referred to as "Commission" or "State", considered one and the same entity

CONTRACTOR NAME

City of Goleta, hereafter referred to as "City"

2. The term of this Agreement is:

START DATE

November 5, 2019

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$50,000.00 (Fifty Thousand Dollars and Zero Cents)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions - Rev. 4/2017	GTC
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

City of Goleta

CONTRACTOR BUSINESS ADDRESS

130 Cremona Drive, Suite B

CITY

Goleta

STATE

CA

ZIP

93117

PRINTED NAME OF PERSON SIGNING

Michelle Greene

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

State Lands Commission

CONTRACTING AGENCY ADDRESS

100 Howe Avenue, Suite 100 South

CITY

Sacramento

STATE

CA

ZIP

95825

PRINTED NAME OF PERSON SIGNING

Denise Cook

TITLE

Chief, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Meets requirements for \$50k or less exemption from DGS review per code(s) GC §11256; §14616.

EXHIBIT A
SCOPE OF WORK

Background

Due to seasonal storms, large numbers of beach hazards become exposed near Goleta beaches and at the Coal Oil Point Reserve. These hazards include but not limited to protruding wood and steel piles, H beams, railroad irons, cables, angle bars, pipes, pipelines, wood beams and other derelict structures. A significant number of these exposed beach hazards are located above the mean high tide line within the City of Goleta (City) jurisdiction, as well as below the mean high tide line within the State Lands Commission (Commission) jurisdiction.

Purpose

The State is currently conducting removal of these beach hazards located within the State jurisdiction, the City of Goleta has requested us to coordinate through the existing Commission contractor to remove the hazards located in the City's jurisdiction and agreed to pay the cost of the removal of the hazards. The State Lands Commission will be reimbursed by the City of Goleta for removal of identified beach hazards above mean high tide line.

- 1) **Statement of Work** – City of Goleta shall reimburse the Commission for removal of exposed hazards from beaches adjacent to city limits in conjunction with the Commission's hazards removal program.
 - a) City shall reimburse the State for removal of remnant oil and gas hazards situated in, and confined to, the areas above the mean high tide line within the City's jurisdiction.
 - b) State will accomplish this work under the oversight of City staff through the State's contractor.
 - c) The delineation of the work area and objects to be removed from above the mean high tide line shall be agreed upon prior to initiation of any work and only after physical walk-through by the City's Project Manager and the Commission's Project Coordinator along with a representative of the Commission's contractor.
 - d) All work performed will be in conformance and within the scope of the current permits secured by the Commission.
 - e) The City will not be responsible for any permits required for this project for work performed by the Commission.
 - f) City will provide its own environmental monitors to observe and document hazards and storm debris removal performed by the Commission's contractor.
 - g) The Commission shall provide all project management and contract administration at no cost to the City.
 - h) City shall be billed only for those direct costs billed to the Commission by its contractor for the specified work described above.
- 2) **Effective Date** – The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, Legal Office, whichever is later. No work shall commence until the effective date.

EXHIBIT A
SCOPE OF WORK

- 3) Amendments – No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the authorized parties and all State requirements are met, including review by the Department of General Services, Legal Office if necessary. No oral understanding or arrangement not incorporated into this Agreement is binding to either party.
- 4) Renewals - At the end of the Initial Term of this Agreement, the Commission and the City may mutually agree to extend the term for up to 1 (one), one-year renewal terms, commencing on the day after the expiration of the original term granted.
- 5) Additional Funding - If mutually agreed by the Commission and the City, this contract may be amended to include additional funding for the same services.
- 6) Conflict – The parts of this Agreement are complementary, describe, and provide for the completion of the work specified herein. This standard Agreement, including Exhibit A through D, makes up the entire Agreement between the parties. No document or communication passing between the parties hereto shall be deemed a part of this Agreement unless expressly identified as being a part of it.
- 7) Responsibilities of Project Coordinator – The Commission Project Coordinator and Contractor Project Coordinator shall be the day-to-day representatives for the administration of this Agreement. Except as otherwise expressly provided, all communications relative to this Agreement shall be given to each Parties' Project Coordinators. Either party shall have the right to change its Project Coordinator upon written notice to the other party.
- a) The Project Coordinators shall agree on the work to be performed for all phases of this project prior to implementation of the project.
- b) The Commission's Project Coordinator shall be:

<u>State Lands Commission</u>		<u>City of Goleta</u>	
Name:	Chandrashekar Basavalinganadoddi, P.E.	Name:	Michelle Greene
Title / Depart.:	Chief Engineer Mineral Resources Management Division	Title:	City Manager
Address:	301 E. Ocean Blvd, Suite 550 Long Beach, CA 90802	Address:	130 Cremona Drive, Suite B Goleta, CA 93117
Phone:	(562) 590-5209 / (562) 293-5909	Phone:	(805) 961-7501
Fax:	(562) 590-5295	Fax:	n/a
E-mail:	Chandrashekar.Basavalinganadoddi@slc.ca.gov	E-mail:	mgreene@cityofgoleta.org
Website:	www.slc.ca.gov	Website:	www.cityofgoleta.org

EXHIBIT A
SCOPE OF WORK

c) Direct all Agreement inquiries to:

<u>State Lands Commission</u>		<u>City of Goleta</u>	
Name:	Tami Cowgill	Name:	Andy Newkirk
Title	Contract Analyst	Title	
Phone:	(916) 562-0028	Phone:	(805) 961-7544
Fax:	(916) 574-1875	Fax:	n/a
E-mail:	tami.cowgill@slc.ca.gov	E-mail:	anewkirk@cityofgoleta.org
Website:	www.slc.ca.gov	Website:	www.cityofgoleta.org

8) **Notices and Authorities**

- a) Any notice or other written communications required or permitted under this Agreement may be personally delivered in writing to the herein named Project Coordinator or Project Manager, or may be sent by e-mail or certified mail, return receipt requested, to the address stated above and shall, based on such delivery or sending, be deemed to have been effectively communicated. Either party may change such address by written notice to the other party. Any notice given other than as provided above, shall not be deemed to be effectively communicated until received in writing.
- b) The Project Coordinator shall have full authority to act on behalf of the City of Goleta for administration of the project. All communications given to the Project Coordinator shall be as binding as if given to the City of Goleta.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 1) Invoicing and Payment – City agrees to reimburse the Commission for all reasonable costs associated with the Scope of Work, described in Exhibit A of this Agreement.
 - a) The invoice shall be mailed to the City's Project Coordinator. Payments shall reference the Agreement number **C2019026** assigned to this project and must be mailed to the following address:

State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202
Attention: Accounting
- 2) Estimated Reimbursable Costs – The initial estimated costs are based on the information and contracts existent as of the date of this Agreement, it is estimated that the reimbursable costs for Work To Be Performed as described in Exhibit A, Scope of Work, will be:
 - a) Approximate Total Cost - **\$50,000**
 - b) The approximate cost above is a preliminary estimate. Additional costs will be determined upon defining of the scope of the project and cost of consultant contracts.
- 3) Billings – Costs incurred by the Commission will be charged on a monthly basis. All payments are due 45 days from date of the invoice. Total costs billed under this Agreement, including expense deposits, shall not exceed the dollar amount specified in Section 3, STD 213 Agreement unless amended.
- 4) Additional Costs or Services – City will be advised of any estimated cost increase in writing in accordance with this Agreement should the need for additional services become known or as costs previously estimated exceed the above estimate.
 - a) Upon notification of the need for additional funds, the City shall have the right to terminate this Agreement in accordance with the Termination clause; or dispute the change. The City shall have the option to dispute or accept the increase with all the terms and conditions of this Agreement being unchanged and in effect. City shall notify the Commission within five (5) days of notice of any intent to terminate the Agreement or dispute the change. Non-response shall be acknowledged as acceptance of the additional charges and City will be billed for the balance in accordance with the terms above.
- 5) Costs and Payment
 - a) Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
 - b) Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 6) Records – Upon five (5) business days’ notice, the Commission’s records relating to its costs shall be available for the City’s audit in the Commission’s office in Sacramento. Said audit shall take place only during regular business hours of the Commission. Payment of costs by the City shall not constitute a waiver of its rights to audit nor an acknowledgment by the City of the validity of the costs that have been paid. Nothing herein shall be deemed to require the Commission, its consultants, other contractors and subcontractors to maintain books, records, or documents other than those usually maintained by them, provided that such books, records and documents reasonably segregate and identify the costs for which reimbursement is required hereunder. As used herein, “Commission’s records” include any audit of the consultant by the Commission or its designated representative as authorized in this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1) Type of Agreement

- a) This Agreement between the Commission and the City is for the reimbursement of costs, from the City to the Commission, for Project related activities, detailed in Exhibits A and B of this Agreement, performed by staff of the Commission. This Agreement does not involve the procurement of goods or services from the City.

2) Effective Reimbursement Period

- a) Notwithstanding the date of Agreement approval in paragraph 1 of Exhibit C, General Terms and Conditions (GTC)–04/2017, the City agrees to reimburse the Commission for the costs of Project related activities detailed in Exhibits A and B of this Agreement, that accrue beginning on the date listed in form STD.213, paragraph 2 of this Agreement until the termination of this Agreement.

3) This paragraph supersedes paragraph 5 of, Exhibit C, “Indemnification”:

- a) Indemnification The City shall defend, indemnify and hold harmless the Commission, its officers, agencies, commissions, and employees from and against any and all claims, liabilities, charges, losses, expenses and costs, including without limitation third party claims and claims by any governmental agency (other than the Commission) that may arise from, or by reason of, any action or inaction by the Commission or any of its officers, employees or agents in connection with or as a result of this agreement or the work performed by the Commission under this agreement, except for any such liability, claims, damage or injury caused solely by the active negligence of the Commission, its officers, agents and employees.
- b) This obligation of the City to indemnify, defend and hold harmless the Commission shall not apply to the extent that any such obligation to indemnify, defend and hold harmless the Commission is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this agreement; and further, the provisions of the preceding sentence shall not apply to any claims, litigation or other actions which may be brought by the City against the Commission in relation to any of the matters in connection with the City’s project or this Agreement.

4) Termination

- a) This paragraph supersedes paragraph 7 of GTC-4/2017, Exhibit C, “Termination for Cause”:
- i) Either party may elect to terminate this Agreement by written notice at any time prior to referral of the Project to the Commission upon ten (10) days written notice to the other party. The City agrees that in the event of termination of this Agreement by either party as provided above, it shall reimburse the Commission upon its written request one hundred percent (100%) of all costs incurred by the Commission in the performance of its obligations as described in this Agreement.

- 5) The following Paragraphs in Exhibit C does not apply to Reimbursement/Revenue Agreement therefore, 4, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, and 20 of GTC-610 4/2017, Exhibit C, are hereby waived and shall have no force or effect upon this Agreement.