

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** May 23, 2002  
**Department Name:** Planning and Development  
**Department No.:** 053  
**Agenda Date:** June 4, 2002  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** John Patton, Director  
Planning and Development Department

**STAFF CONTACT:** Doug Anthony, Energy Specialist  
Energy Division, 568-2046

**SUBJECT:** Fisheries Enhancement Fund, Award of Grant, Weather III -- Phase 2

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## **Recommendation(s):**

That the Board of Supervisors: Authorize the Chair to sign the attached General Agreement (Exhibit A) with the National Parks Service as follows:

- (1) County of Santa Barbara agrees to grant \$27,808.00 from its Fisheries Enhancement Fund to the National Parks Service.
- (2) National Parks Service agrees to use this grant to purchase and install a weather station on the east end of Anacapa Island. National Parks Service further agrees to maintain this weather station for a period of five years from the date of executing this Agreement.

## **Alignment with Board Strategic Plan:**

*{Double-click here}* The recommendation primarily aligns with Goal No. 2.: A Safe and Healthy Community in Which to Live, Work, and Visit.

**Executive Summary and Discussion:** Santa Barbara County established the Fisheries Enhancement Fund (FEF) to help mitigate impacts to the local commercial fishing industry caused by offshore oil development. The Weather III project, which has been rated as a high priority by commercial fishers, involves two phases. Phase I, entailing purchase and installation of equipment to operate a dedicated radio broadcast of prevalent weather conditions for commercial fishers, was completed in 1996. This broadcast is based on “real-time” reports received from various weather stations in the area, including offshore weather buoys located in the Santa Barbara Channel and offshore Santa Barbara County’s west coast.

Phase II consists of enhancing the “real-time” information that is broadcast via the dedicated, Weather III radio band. Staff commenced this effort in late 1996, conducting a large workshop of stakeholders to decide what methods would best enhance local weather information. The stakeholders noted that, while the weather buoys are very useful in providing necessary weather information, the buoys are expensive to maintain and continued funding is subject to Congressional approval and, therefore, uncertain in the long term.

By 1998, further study and discussions with stakeholders revealed that a land-based weather station, strategically located on the east end of Anacapa Island, should be a first priority. Staff of the National Weather Service note that only two offshore weather buoys currently serve the Santa Barbara Channel – one located at the west end of the channel and another located southwest of the City of Santa Barbara. Therefore, no weather data is available from the east end of the channel (see memorandum from J. Brent Bower, included in Exhibit B). According to Mr. Mike McCorkle of the Southern California Trawlers Association, commercial fishers need to know how rapidly prevailing westerly winds are moving through the Santa Barbara Channel in order to operate safely.

*Early in the day those [westerly] winds are strongest in the west channel, where buoy observations are currently sufficient. As the day proceeds, the winds move west-to-east through the channel at rates and intensities that reflect both local and regional weather patterns. Station reports from Anacapa would offer valuable information about how far east those winds (and associated seas) have progressed and how strong they are, giving mariners a complete picture of the channel weather as it develops.*

*An Anacapa weather site would also help warn fishermen about southeast winds that accompany winter storms approaching from west, and northeast (Santa Ana) winds that are common from October through March. Both of these conditions can be quite violent. Santa Ana winds, in particular, get up to 70 knots or more and are often accompanied by huge seas that pose a serious threat to mariners caught unaware. And since those winds blow from northeast to southwest, from Point Mugu (where they are often strongest) toward Anacapa Island and beyond, a weather station on Anacapa would enable mariners to accurately judge their speed and severity. (Mr. McCorkle's letter appears in full in Exhibit B.)*

The Energy Division has worked with staff of the National Parks Service, Bureau of Land Management, National Weather Service, and U.S. Coast Guard to secure approval and necessary support for purchasing, installing, and maintaining a weather station. This station will be situated on a foghorn facility, which is located on the east end of Anacapa Island. This location is one of two ideal locations for measuring weather in that area. The attached General Agreement (Exhibit A) would provide final approval for this high priority project, by covering the costs of purchasing, installing, and maintaining the station for 5 years, with the option to renew for another five years. Costs for purchasing and installing the weather station total \$13,808, and costs of 5 years of maintenance, including replacement of parts, totals an estimated \$14,000. These costs are detailed in the General Agreement.

Initially, staffs of the National Parks Service and the Energy Division agreed to a ten-year period of maintenance for a cost of \$28,000. However, we later learned from the Services' contract officer that the National Parks Service is not permitted to enter into General Agreements longer than 5 years at a time. According, memorandum of agreement provides for five-years of maintenance at a cost of \$14,000, and it includes a statement of intent to renew the Memorandum of Agreement for an additional five-year period after the first five-year term expires for an additional cost of approximately \$14,000.

We note that, although this project is specifically undertaken to enhance the local commercial fishing industry as a part of the Fisheries Enhancement Fund, it also provides important safety benefits to all boaters.

**Mandates and Service Levels:** FEF provides indirect mitigation to the local commercial fishing industry to address conflicts with offshore oil and gas development. There are no changes in service level.

**Fiscal and Facilities Impacts:** No facilities impacts are anticipated, nor does this project impact the General Fund. The Fisheries Enhancement Fund is funded by major oil and gas projects to mitigate impacts to the commercial fishing industry. Staff costs to prepare the agreement has been offset by interest accrued to the Fisheries Enhancement Fund. The \$27,808 for the Anacapa Island weather station is expended from Fund

#0061, Department #053, Program #5090, Project No. 9714. That will leave a balance of \$14,000 in this account to be held in reserve for renewing the General Agreement another five years for additional maintenance.

**Special Instructions:** Clerk of the Board will return an executed copy of the General Agreement to Doug Anthony of the Energy Division.

**Concurrence:** County Counsel, Auditor-Controller, Risk Manager

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*Exhibit A*

*Memorandum of Agreement*

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NATIONAL PARK SERVICE  
CHANNEL ISLANDS NATIONAL PARK  
AND  
SANTA BARBARA COUNTY**

This Agreement is entered into by the National Park Service, Channel Islands National Park, (hereinafter referred to as “NPS”) represented by the Superintendent, and the Santa Barbara County (hereinafter referred to as the “County”), represented by its Board of Supervisors.

**ARTICLE I. BACKGROUND AND OBJECTIVES**

The objective of this Agreement is to outline responsibilities in the purchase, maintenance and operation of a weather station on the foghorn building, Anacapa Island.

The Santa Barbara Channel is a unique body of water that on a regular basis has variable and rapidly changing weather conditions. Presently there is no weather data available from the east end of the channel, the most heavily traveled portion of the channel for mariners. The Anacapa Island weather station would fill the weather information void that currently exists. It would serve the mariner by providing constant weather conditions from Anacapa Island through the Marine 3 (162.475) frequency. This will aid the mariner by notifying them of potentially dangerous changes in wind conditions. Through satellite telemetry, the station will provide near real-time (1-hr) weather conditions through the world wide web.

**ARTICLE II. AUTHORITY**

This Agreement is entered into under the authority of 16 U.S.C. § 1, 2-4, the National Park Service Organic Act of August 25, 1916. This act declares that the NPS shall promote and regulate the use of the various Federal areas known as units of the national park system by such means and measures as conform to the fundamental purpose of the national park system which purpose is to conserve the scenery and the natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

**ARTICLE III. STATEMENT OF WORK**

A. NPS agrees to:

1. Obtain clearance from the U.S. Coast Guard to attach weather sensors to the Anacapa Island Foghorn building. The U.S. Coast Guard is the current owner of the building.
2. Allow access to the Foghorn building site on Anacapa Island, however, access may be temporarily denied to protect natural or cultural resources on a seasonal or intermittent basis.
3. Provide transportation to Anacapa Island for installation of the weather station, bi-annual sensor replacement, maintenance and repairs of the weather station during the regularly scheduled boat transportation to the island.
4. Include the weather station in the nationwide Remote All Weather Station (RAWS) system.
5. Secure a maintenance agreement through the National Interagency Fire Center (RAWS Division) to provide replacement of weather sensors.
6. Ensure the station remains operational through the term of this Agreement with the following standards:
  - a. Maintaining the weather station to ensure it provides reliable, accurate, and consistent weather information.
  - b. Replacing weather station sensors bi-annually, monitoring the station through remote monitoring, and site-checks to ensure it provides continuous, accurate weather information.
7. Seek long term funding for continued operation and maintenance of the weather station instrumentation.
8. Use the experience of the National Weather Service (NWS) personnel to assist NPS in installing weather instrumentation and station set up to ensure data transfer conforms to NWS standards.

B. The County agrees to:

1. Provide funding to the NPS in the amount of \$27,808.00 as follows:

a. Equipment - \$12, 808.00

(1) Programmable Transmitter & Data Logger  
DCP, MET, Painted S/S ENC, BLM; Part Number 555SB  
Met Config Panel, S/S BLM; Part Number 555-7007  
GOES radio option, 555B/SB; Part Number 555-7018  
Int Barometer .1%ACC; Part Number 555-7081  
GPS Receiver 555B/SB; Part Number 555-7107  
RX/TX Inverter 555B/SB; Part Number 555-7111

(2) Sensors and Accessories  
Ultrasonic Wind Sensor; Part Number 425S  
RHAT Sensor; Part Number 435E  
Solar Shield; Part Number 442E  
Tipping Bucket ; Part Number 444A  
Yagi Antenna; Part Number 443A  
20 Watt Solar Panel; Part Number 540-7037  
VHF Antenna; Part Number 600-0701  
Cable Assembly; Part Number 585-3515

b. Custom Mounts - \$1,000.00

Because the sensors will be attached to a historic structure, custom mounts will need to be manufactured.

c. Sensor replacement & incidental maintenance expenses - \$14,000.00

2. Provide a lump sum payment for the purpose of replacing weather station sensors, maintenance, and incidental expenses of maintaining the weather station. There is no guarantee that this amount will be adequate to cover these costs and the County is under no obligation to provide any further funding beyond the \$27,808.00 for this purpose.

3. Make best efforts to enter into an agreement with NPS to use additional funds identified for this project in its Fisheries Enhancement Fund to finance maintenance of the weather station for an additional five-year period.

#### **ARTICLE IV. TERM OF AGREEMENT**

Unless earlier terminated pursuant to Article X, this Agreement shall continue in effect for a period of five (5) calendar years from the date of final signature in Article XIII of this Agreement.

**ARTICLE V. KEY OFFICIALS**

- A. For NPS: Steve Ortega - Restoration Biologist  
Channel Islands National Park  
1901 Spinnaker Drive  
Ventura, CA 93001  
(805) 658-5784
- B. For County: Doug Anthony Energy Specialist  
30 E. Figueuroa  
2<sup>nd</sup> Floor  
Santa Barbara, CA 93101-2010  
(805) 568-2046

**ARTICLE VI. PRIOR APPROVAL**

Not Applicable

**ARTICLE VII: REPORTS AND/OR DELIVERABLES**

Upon complete installation of the Anacapa Island Weather Station, NPS will provide a letter to the County, which documents completion of the project.

**ARTICLE VIII. PAYMENTS**

Pursuant to Article III.B., County shall pay NPS \$13,808 by check made payable to the Department of the Interior, National Park Service, within ten (10) working days of executing this Agreement. County shall pay NPS, by check made payable to the Department of the Interior, National Park Service, the full balance of \$14,000 within 30 calendar days of completing installation of the new weather station.

**ARTICLE IX. PROPERTY UTILIZATION**

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Weather equipment purchased as part of this Agreement will be NPS property and will be used and disposed of as set forth in NPS Property Management Regulations.



**ARTICLE X. MODIFICATION / TERMINATION**

- A. This Agreement may be modified at anytime by mutual written agreement of the parties.
- B. This Agreement may be terminated by either party by providing sixty (60) calendar days written notice to the other parties.

**ARTICLE XI. STANDARD CLAUSES**

Nothing in this Agreement obligates either party hereto to the expenditure of funds or the future payment of money in excess of appropriation authorized by law.

A. No Conflicts

The parties to this Agreement acknowledge that each has specific laws, regulations, authorities, and policy mandates that guide their respective day-to-day operations. Is it expressly understood and agreed by and between the parties hereto that nothing in this Agreement is intended to compromise those laws, regulations, authorities, or policies.

B. Non-Discrimination

During the performance of this Agreement, the participants agree to be in compliance with the requirements of Title VI of the Civil Rights Act of 1967 (78 Stat. 252; 42 U.S.C. §2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion or sex.

C. Promotions

The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product or considers the County's product to be superior to other products or services

D. Public Information Release

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others, however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing

the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**ARTICLE XII. ATTACHMENTS**

Not Applicable

**ARTICLE XIII: AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement between NPS and County to complete the East Anacapa Island weather station.

**NATIONAL PARK SERVICE**

Tim Setnicka	Date
Superintendent	
Channel Islands National Park	

**COUNTY OF SANTA BARBARA**

Gail Marshall, Chair	Date
Board of Supervisors	

**ATTEST:**

MICHAEL F. BROWN  
Clerk of the Board

Deputy Clerk of the Board	Date
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**APPROVED AS TO FORM:**  
STEPHEN SHANE STARK  
County Counsel

\_\_\_\_\_  
Alan Seltzer  
Chief Deputy County Counsel

\_\_\_\_\_  
Date

**APPROVED AS TO  
ACCOUNTING FORM:**

ROBERT GEIS  
Auditor-Controller

\_\_\_\_\_  
John Torell  
Assistant Auditor-Controller

\_\_\_\_\_  
Date

JOHN A. FORNER  
Supervising Risk Analyst

\_\_\_\_\_  
Date

*Exhibit B*

*Letters of Support*