



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

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

Submitted on:
(COB Stamp)

Department Name: County Executive Office
Department No.: 012
For Agenda Of: Tuesday, July 18, 2006
Placement: Administrative
Estimate Time: NA
Continued Item: NO
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director: Michael F. Brown, County Executive Officer
Contact Info: Terri Maus-Nisich, Assistant County Executive Officer 568-3412
SUBJECT: Board of Supervisors' Response to the 2005-06 Grand Jury Report on "Jalama Beach County Park"

County Counsel Concurrence:

As to form/legality: Yes No N/A

Auditor-Controller Concurrence:

As to form: Yes No N/A

Recommended Action(s):

That the Board of Supervisors:

- a. Adopt the responses in Attachment (1) as the Board of Supervisors' responses to the 2005-06 Grand Jury Report on "Jalama Beach County Park", and
- b. Authorize the Chair to sign the letter included in Attachment (1) forwarding the responses to the Presiding Judge.

Summary:

On May 3, 2006, the Civil Grand Jury released a report on Jalama Beach County Park operations including subjects such as concessionaire contracts, park reservations, concession grants and master planning. The report includes 9 findings and 7 recommendations. On June 30th, the Parks Department responded to all findings and recommendations. The Grand Jury Report requires responses from Parks and the Board of Supervisors.

It is recommended that the Board agree or partially agree with 8 of the 9 Findings and implement 6 of the 7 Recommendations. Details are outlined in Attachment (1). The recommended Board actions are aligned with the Parks departments' responses.

Background:

The grand jury report was released on May 3, 2006. In accordance with California Penal Code Section 933(b), the governing body of the agency (Board of Supervisors) must respond within 90 days after issuance of the Grand Jury report. Consequently, the Board of Supervisors' responses must be finalized and transmitted to the Presiding Judge of the Courts no later than Tuesday, August 1, 2006. Consideration of the recommended Board response within the administrative agenda on July 18, 2006, will allow the Board additional time, if necessary, to discuss and adopt a response. Section 933c requires that comments to Grand Jury Findings and Recommendations be made in writing.

Fiscal and Facilities Impacts:

Budgeted: Yes No

Fiscal Analysis:

Narrative: There are no fiscal or facilities impacts from the proposed recommendations.

Staffing Impact(s):

Legal Positions:
0

FTEs:
0

Special Instructions:

The response of the Board of Supervisors must be transmitted to the Presiding Judge of the Superior Court no later than Tuesday, August 1, 2006. The Clerk of the Board is requested to return the signed letter to Jennie Esquer, County Executive Office, for distribution to the Superior Court. The signed letter, written responses and a 3 ½" computer disc with the response in a Microsoft Word file must be forwarded to the Grand Jury.

Attachments:

- (1) Letter to the Presiding Judge with Board of Supervisors Responses
- (2) Parks Department's Responses
- (3) Copy of 2005-06 Grand Jury Report on "Jalama Beach County Park"

Authored by:

John Jayasinghe, County Executive Office 568-3400

cc:

Jason Stillwell, Parks Interim Director

Tuesday, July 18, 2006

Honorable Judge Rodney Melville
Presiding Judge
Superior Court
312-M East Cook Street
Santa Maria, California 93455-5165

**Board of Supervisors' Response to the 2005-06 Civil Grand Jury Report on:
"Jalama Beach County Park"**

Dear Judge Melville:

During its regular meeting of Tuesday, July 18, 2006, the Board of Supervisors adopted the following responses as its responses to the 2005-06 Grand Jury's report on "Jalama Beach County Park".

The Board of Supervisors thanks the Grand Jury for its findings and recommendations on this important matter.

Finding 1

The current concession contract is an exclusive contract for a long-term concessionaire. It provides for operation of a general store and the sale of food, supplies, and the rental of trailers.

Response: The Board adopted the Parks Department's response as its response. (Agrees with the finding).

Recommendation 1

The 2006 concession contract should provide for RV rentals in addition to trailer rentals with consideration given to a new concession fee arrangement for RV and trailer rentals.

Response: The Board adopted the Parks Department's response as its response. (The Recommendation has not yet been implemented, but will be implemented in the future).

The Parks Department has already taken steps to address this recommendation. The Department's new Concession Solicitation and Selection Policy, which was approved by the Board of Supervisors on June 6, 2006, responds to this recommendation by providing a means by which the County can receive competitive proposals for a variety of services provided by the Jalama Beach store concessionaire, when this concession comes up for renewal in October 2006, including RV and travel trailer rentals. Prospective concessionaires will have an opportunity, through the bid process contained in this new policy, to propose if and how they would provide RV and/or trailer rentals as part of the concession, as well as the proposed fee arrangement with the County.

Finding 2

The current concession contract provides for a fixed concession fee for all sales and services.

Response: The Board adopted the Parks Department's responses as its response. (Agrees with the finding).

Recommendation 2

Award of the concession should be open, based on a Request for Proposals (RFP), or bid process, with concession fees based on market rates.

Response: The Board adopted the Parks Department's responses as its response. (The Recommendation has not yet been implemented, but will be implemented in the future).

The Parks Department's new Concession Solicitation and Selection Policy, which was approved by the Board of Supervisors on June 6, 2006, responds to this recommendation. Through the open, competitive bid process contained in this policy, the County will be able to select concessionaires for *all* of its concessions, including the Jalama Beach store concession. The concession fees will be based on market rates, among other factors that will be considered as part of the bid process for this concession when it comes up for renewal in October 2006.

Finding 3

The County Parks Department renewed the concession contract 10 years ago, apparently without open bidding.

Response: The Board adopted the Parks Department's response as its response. (Agrees with the finding).

Recommendation 3

Off-park-site equipment providers should be required to pay concession fees if such providers deliver equipment to the park.

Response: The Board adopted the Parks Department's response as its response. (The recommendation will not be implemented because it is not warranted.)

The Parks Department is unaware of any outside providers delivering equipment to the park on a routine basis. Jalama Beach campers arrive from various locations throughout the state and utilize many different means by which to camp. For example, should a camper rent a motor home in Los Angeles and drive to Jalama Beach, the County cannot be expected to receive compensation from the motor home operator, nor would the County even be aware of the transaction. The rental arrangement between an outside operator and a camper prior to arriving at the park is not within the County's purview, whereas, a concessionaire doing business within the park and offering trailer rentals as part of its services would be subject to the terms of the concession contract.

Finding 4

The current concession contract, which expires in 2006, does not reflect how the park actually operates.

Response: The Board adopted the Parks Department's response as its response. (Disagree partially with the finding, with respect to the current concession contract not reflecting how the park actually operates.)

The concession contract relates specifically to the guidelines and criteria for the concession operation and does not reflect or mandate park operations.

Recommendation 4

The Parks Department should implement a reservation system.

Response: The Board adopted the Parks Department's response as its response. (The Recommendation has not yet been implemented, but will be implemented in the future.)

The Parks Department is currently working on developing an advance reservation system for its two camping parks: Jalama Beach and Cachuma Lake. The Department is in the process of collecting demographic information to assist in the development and design of the system. Development of an advance reservation system for the camping parks was identified as a key action item for implementation during FY 2006-07, as part of the Department's strategic planning process.

Finding 5

The current concession contract does not control the number of trailers that the concessionaire may rent.

Response: The Board adopted the Parks Department's response as its response. (Agrees with the finding).

The current concession contract does not specifically limit the number of trailers that the concessionaire may rent. However, the contract alludes to the concessionaire purchasing "a number of vacation trailers" for rental, which presumes there will be a limited or manageable number of trailers available from this operation. This provision will be reviewed more closely when this concession comes up for renewal in October 2006.

Recommendation 5

The County should enforce its concession agreements.

Response: The Board adopted the Parks Department's response as its response. (The Recommendation has been implemented.).

The County does (and will continue to) enforce its concession agreements. Whenever the Parks Department becomes aware of an inconsistency or deviation from the terms of a concession agreement, staff takes the appropriate action to ensure the concessionaire is in full compliance with the agreement. As a case in point, the Department actually became aware through a complaint (prior to the Grand Jury's inquiry) that the concessionaire may have been acting outside the parameters of the agreement with regard to the travel trailer rentals. The Department immediately investigated the complaint and informed the concessionaire, in writing, that he was out of compliance and must take action to remedy the situation. Staff observation and/or public complaints are the usual means by which the Department becomes aware of violations of concession agreements.

Finding 6

Although the current concession contract prohibits storage of trailers on parklands or implementation of a reservation system, the concessionaire stores trailers on parkland and does take reservations for trailers.

Response: The Board adopted the Parks Department's responses as its response. (Disagree partially with the finding).

There is no restriction in the concession contract regarding the concessionaire's ability to allow reservation of its travel trailers. If trailers were stored at the park, it was for intermittent periods and the concessionaire was informed that trailers should not be left in the park if they had not been rented out.

Recommendation 6

The concessionaire should be limited to a specific number of trailers that can be rented.

Response: The Board adopted the Parks Department's responses as its response. (The recommendation has not yet been implemented, but will be implemented in the future.).

The Parks Department agrees that this recommendation should be implemented as part of the terms of the next concession agreement for the Jalama store when it comes up for renewal in October 2006 should the concessionaire wish to offer trailer rental services.

Finding 7

The County Parks Department has no reservation system.

Response: The Board adopted the Parks Department's response as its response. (Disagree partially with the finding.)

The Parks Department does not currently have an advance reservation system for individual campsites at Jalama Beach. However, group area campsites can be reserved in advance.

Recommendation 7

The Board of Supervisors should give priority to the implementation of the Jalama Beach Park Master Plan.

Response: The Board adopted the Parks Department's response as its response. (The recommendation has been implemented.)

In 1999, the Board of Supervisors approved the Preliminary Master Plan for Jalama Beach County Park for purposes of commencing review of the plan under the California Environmental Quality Act (CEQA). The Master Plan includes improvements to the main park area as well as other improvements on private lands that were envisioned to come under County ownership at some future date. The private property owner, the Bixby Ranch Company, worked cooperatively with the Parks Department in the development of new uses proposed on Bixby Ranch property. The development envisioned in the Master Plan was to occur over a 20-year period, with improvements within the existing park anticipated to occur as existing facilities reached the end of their depreciated life and/or became necessary to replace. The Master Plan proposes phased development, as some aspects of reorganization and expansion of the park are contingent on other phases occurring first – e.g., the ranger residences must be relocated and reconstructed prior to any expansion of camping within the existing ranger residence area.

During the preparation of the Negative Declaration for the Master Plan, the Parks Department was advised by the County's Planning & Development Department that certain aspects of the project description, primarily the development of a new day use parking area, a beach access trail, relocation of the entrance kiosk, and creation of short-term parking on private lands, would require their removal from Agricultural Preserve/Williamson Act contract status. Negotiations then began between Bixby Ranch and the County to determine how this would occur. Several meetings took place between Bixby and County representatives between 2000 and 2004. In mid-2005, the Bixby Ranch Company placed a portion of its lands on the market for sale. At the same time, the County was informed by Bixby representatives that negotiations for acquisition and development of park improvements would cease until such time as the County could discuss land negotiations with the new property owner. It is the Parks Department's

understanding that the property is still on the market for sale at this time.

Other improvements that have occurred at the park, in preparation of the Master Plan implementation, include negotiations with Vandenberg Air Force Base for a secondary water supply that would provide a stable and reliable water source for existing and proposed improvements at the park. On May 2, 2006, the Board of Supervisors approved the expenditure of \$60,000 in Chevron mitigation fee funds towards this effort.

The Master Plan includes improvements to the existing Jalama Beach store and snack bar area. These improvements will be subject to any new lease negotiations for the Jalama Beach store concession.

Finding 8

The County derives no revenue from business activities at the park that are conducted by businesses other than the concessionaire.

Response: The Board adopted the Parks Department's response as its response. (Disagree wholly with the finding.)

Whenever an activity or request for an event at the park is received, a determination is made as to whether it is a commercial event or whether it falls within normal park operations. If the activity or event is determined to be a commercial venture, the appropriate fees are charged.

Finding 9

There has been little progress with respect to implementation of the Jalama Beach Park Master Plan.

Response: The Board adopted the Parks Department's response as its response. (Disagree partially with the finding.)

Although progress has been delayed with respect to implementation of the Jalama Beach Park Master Plan, there has been some progress made in implementing the plan. Implementation of the Master Plan was envisioned to occur over a 20-year period, with improvements within the existing park anticipated to occur as existing facilities reached the end of their depreciated life and/or became necessary to replace. The Master Plan proposes phased development, as some aspects of reorganization and expansion of the park are contingent on other phases occurring first – e.g., ranger residences must be relocated and reconstructed prior to any expansion of camping within the existing ranger residence area. Private property negotiations that impact implementation of portions of the Master Plan have been delayed due to the current private property owner's (Bixby Ranch Company) desire to place the property for sale on the open market.

Other improvements that have occurred at the park, in preparation of the Master Plan implementation, include negotiations with Vandenberg Air Force Base for a secondary water supply that would provide a stable and reliable water source for existing and proposed improvements at the park. On May 2, 2006, the Board of Supervisors approved the expenditure of \$60,000 in Chevron mitigation fee funds toward this effort. The Master Plan includes improvements to the existing Jalama Beach store and snack bar area. These improvements will be subject to any new lease negotiations for the Jalama Beach store concession.

Sincerely,

Joni Gray
Chair, Board of Supervisors

cc: Ted Sten, Foreperson Civil Grand Jury 2005-06

**Santa Barbara County Parks Department's Response to the 2005-06
Santa Barbara County Civil Grand Jury Report on: "*Jalama Beach
County Park*"**

FINDINGS

Finding 1: The current concession contract is an exclusive contract for a long-term concessionaire. It provides for operation of a general store and the sale of food, supplies, and the rental of trailers.

Response: Agree with the finding.

Finding 2: The current concession contract provides for a fixed concession fee for all sales and services.

Response: Agree with the finding.

Finding 3: The County Parks Department renewed the concession contract 10 years ago, apparently without open bidding.

Response: Agree with the finding.

Finding 4: The current concession contract, which expires in 2006, does not reflect how the park actually operates.

Response: Disagree partially with the finding, with respect to the current concession contract not reflecting how the park actually operates. The concession contract relates specifically to the guidelines and criteria for the concession operation and does not reflect or mandate park operations.

Finding 5: The current concession contract does not control the number of trailers that the concessionaire may rent.

Response: Agree with the finding. The current concession contract does not specifically limit the number of trailers that the concessionaire may rent. However, the contract alludes to the concessionaire purchasing "a number of vacation trailers" for rental, which presumes there will be a limited or manageable number of trailers available from this operation. This provision will be reviewed more closely when this concession comes up for renewal in October 2006.

Finding 6: Although the current concession contract prohibits storage of trailers on parklands or implementation of a reservation system, the concessionaire stores trailers on parkland and does take reservations for trailers.

Response: Disagree partially with the finding. There is no restriction in the

concession contract regarding the concessionaire's ability to allow reservation of its travel trailers. If trailers were stored at the park, it was for intermittent periods and the concessionaire was informed that trailers should not be left in the park if they had not been rented out.

Finding 7: The County Parks Department has no reservation system.

Response: Disagree partially with the finding. The Parks Department does not currently have an advance reservation system for individual campsites at Jalama Beach. However, group area campsites can be reserved in advance.

Finding 8: The County derives no revenue from business activities at the park that are conducted by businesses other than the concessionaire.

Response: Disagree wholly with the finding. Whenever an activity or request for an event at the park is received, a determination is made as to whether it is a commercial event or whether it falls within normal park operations. If the activity or event is determined to be a commercial venture, the appropriate fees are charged.

Finding 9: There has been little progress with respect to implementation of the Jalama Beach Park Master Plan.

Response: Disagree partially with the finding. Although progress has been delayed with respect to implementation of the Jalama Beach Park Master Plan, there has been some progress made in implementing the plan. Implementation of the Master Plan was envisioned to occur over a 20-year period, with improvements within the existing park anticipated to occur as existing facilities reached the end of their depreciated life and/or became necessary to replace. The Master Plan proposes phased development, as some aspects of reorganization and expansion of the park are contingent on other phases occurring first – e.g., ranger residences must be relocated and reconstructed prior to any expansion of camping within the existing ranger residence area. Private property negotiations that impact implementation of portions of the Master Plan have been delayed due to the current private property owner's (Bixby Ranch Company) desire to place the property for sale on the open market.

Other improvements that have occurred at the park, in preparation of the Master Plan implementation, include negotiations with Vandenberg Air Force Base for a secondary water supply that would provide a stable and reliable water source for existing and proposed improvements at the park. On May 2, 2006, the Board of Supervisors approved the expenditure of \$60,000 in Chevron mitigation fee funds toward this effort. The Master Plan includes improvements to the existing Jalama Beach store and snack bar area. These improvements will be subject to any new lease negotiations for the Jalama Beach store concession.

RECOMMENDATIONS

Recommendation 1: The 2006 concession contract should provide for RV rentals in addition to trailer rentals with consideration given to a new concession fee arrangement for RV and trailer rentals.

Response: The recommendation has not yet been implemented, but will be implemented in the future. The Parks Department has already taken steps to address this recommendation. The Department's new Concession Solicitation and Selection Policy, which was approved by the Board of Supervisors on June 6, 2006, responds to this recommendation by providing a means by which the County can receive competitive proposals for a variety of services provided by the Jalama Beach store concessionaire, when this concession comes up for renewal in October 2006, including RV and travel trailer rentals. Prospective concessionaires will have an opportunity, through the bid process contained in this new policy, to propose if and how they would provide RV and/or trailer rentals as part of the concession, as well as the proposed fee arrangement with the County.

Recommendation 2: Award of the concession should be open, based on a Request for Proposals (RFP), or bid process, with concession fees based on market rates.

Response: The recommendation has not yet been implemented, but will be implemented in the future. The Parks Department's new Concession Solicitation and Selection Policy, which was approved by the Board of Supervisors on June 6, 2006, responds to this recommendation. Through the open, competitive bid process contained in this policy, the County will be able to select concessionaires for *all* of its concessions, including the Jalama Beach store concession. The concession fees will be based on market rates, among other factors that will be considered as part of the bid process for this concession when it comes up for renewal in October 2006.

Recommendation 3: Off-park-site equipment providers should be required to pay concession fees if such providers deliver equipment to the park.

Response: The recommendation will not be implemented because it is not warranted. The Parks Department is unaware of any outside providers delivering equipment to the park on a routine basis. Jalama Beach campers arrive from various locations throughout the state and utilize many different means by which to camp. For example, should a camper rent a motor home in Los Angeles and drive to Jalama Beach, the County cannot be expected to receive compensation from the motor home operator, nor would the County even be aware of the transaction. The rental arrangement between an outside operator and a camper prior to arriving at the park is not within the County's purview, whereas, a concessionaire doing business within the park and offering trailer rentals as part of its services would be subject to the terms of the concession contract.

Recommendation 4: The Parks Department should implement a reservation system.

Response: The recommendation has not yet been implemented, but will be implemented in the future. The Parks Department is currently working on developing an advance reservation system for its two camping parks: Jalama Beach and Cachuma Lake. The Department is in the process of collecting demographic information to assist in the development and design of the system. Development of an advance reservation system for the camping parks was identified as a key action item for implementation during FY 2006-07, as part of the Department's strategic planning process.

Recommendation 5: The County should enforce its concession agreements.

Response: The recommendation has been implemented. The County does (and will continue to) enforce its concession agreements. Whenever the Parks Department becomes aware of an inconsistency or deviation from the terms of a concession agreement, staff takes the appropriate action to ensure the concessionaire is in full compliance with the agreement. As a case in point, the Department actually became aware through a complaint (prior to the Grand Jury's inquiry) that the concessionaire may have been acting outside the parameters of the agreement with regard to the travel trailer rentals. The Department immediately investigated the complaint and informed the concessionaire, in writing, that he was out of compliance and must take action to remedy the situation. Staff observation and/or public complaints are the usual means by which the Department becomes aware of violations of concession agreements.

Recommendation 6: The concessionaire should be limited to a specific number of trailers that can be rented.

Response: The recommendation has not yet been implemented, but will be implemented in the future. The Parks Department agrees that this recommendation should be implemented as part of the terms of the next concession agreement for the Jalama store when it comes up for renewal in October 2006 should the concessionaire wish to offer trailer rental services.

Recommendation 7: The Board of Supervisors should give priority to the implementation of the Jalama Beach Park Master Plan.

Response: The recommendation has been implemented. In 1999, the Board of Supervisors approved the Preliminary Master Plan for Jalama Beach County Park for purposes of commencing review of the plan under the California Environmental Quality Act (CEQA). The Master Plan includes improvements to the main park area as well as other improvements on private lands that were envisioned to come under County ownership at some future date. The private property owner, the Bixby Ranch Company, worked cooperatively with the Parks Department in the development of new uses proposed on Bixby Ranch property. The development envisioned in the

Master Plan was to occur over a 20-year period, with improvements within the existing park anticipated to occur as existing facilities reached the end of their depreciated life and/or became necessary to replace. The Master Plan proposes phased development, as some aspects of reorganization and expansion of the park are contingent on other phases occurring first – e.g., the ranger residences must be relocated and reconstructed prior to any expansion of camping within the existing ranger residence area.

During the preparation of the Negative Declaration for the Master Plan, the Parks Department was advised by the County's Planning & Development Department that certain aspects of the project description, primarily the development of a new day use parking area, a beach access trail, relocation of the entrance kiosk, and creation of short-term parking on private lands, would require their removal from Agricultural Preserve/Williamson Act contract status. Negotiations then began between Bixby Ranch and the County to determine how this would occur. Several meetings took place between Bixby and County representatives between 2000 and 2004. In mid-2005, the Bixby Ranch Company placed a portion of its lands on the market for sale. At the same time, the County was informed by Bixby representatives that negotiations for acquisition and development of park improvements would cease until such time as the County could discuss land negotiations with the new property owner. It is the Parks Department's understanding that the property is still on the market for sale at this time.

Other improvements that have occurred at the park, in preparation of the Master Plan implementation, include negotiations with Vandenberg Air Force Base for a secondary water supply that would provide a stable and reliable water source for existing and proposed improvements at the park. On May 2, 2006, the Board of Supervisors approved the expenditure of \$60,000 in Chevron mitigation fee funds towards this effort.

The Master Plan includes improvements to the existing Jalama Beach store and snack bar area. These improvements will be subject to any new lease negotiations for the Jalama Beach store concession.

JALAMA BEACH COUNTY PARK

A Park in Transition

SUMMARY

Despite its popularity, all is not well with Jalama Beach County Park. The Grand Jury found that the County does not receive sufficient revenue from RV and trailer rentals at the park, the concessionaire contract is awarded without bids, the absence of a reservation system inconveniences potential visitors, and the Parks Department has made no visible progress on expansion plans.

Jalama Beach County Park is located in one of the most isolated areas on the California coastline, and has been a favorite camping area for the local community for more than 50 years. The park facilities consist of 110 camping sites, each equipped with a barbeque pit and picnic table. Of the sites, 28 offer electrical hook-ups. Camping sites are rented on a daily basis. Also available are 105 day-use parking spaces for access to the beach and ocean.

For the past 26 years, the current concessionaire has had an exclusive contract to operate a general store for the sale of food, beverages, supplies and related beach equipment. In October 2004, the contract was amended to permit the concessionaire to rent trailers as part of the concession. Other parties provide camping equipment as well. The Grand Jury believes that the County of Santa Barbara should derive revenue from these added business activities.



Jalama Beach County Park

INTRODUCTION

The Grand Jury received a complaint regarding the use of the park for a trailer rental program offered by the concessionaire. The Grand Jury examined the concession contract and its amendment and reviewed the operation of the park and the granting of the concession. The Grand Jury also examined the County's method of charging commissions for the concessionaire sales and for outside providers of equipment. The Grand Jury also interviewed the concessionaire and various Parks Department officials.

OBSERVATIONS AND ANALYSIS

The 22.8-acre park is located five miles north of Point Conception where the coastline shifts from a north-south to an east-west orientation. The park is surrounded by open space to the north, east and south, and borders on the Pacific Ocean on the west. The park is bounded by Vandenberg Air Force Base to the north and the Bixby Ranch to the south. At the site of the park, the colder northern California currents converge on the warmer southern California current creating a rich and diverse environmental region. The park sits at the terminus of Jalama Road, a winding fourteen-mile, two-lane road from Highway 1 to the coast. Jalama Beach Park is located almost 19 miles south of Lompoc and 56 miles north of Santa Barbara.

The park facilities consist of 110 camping sites, each equipped with a barbeque pit and picnic table. Of the sites, 28 offer electrical hook-ups. Camping sites are rented on a daily basis. Also available are 105 day-use parking spaces for access to the beach and ocean.

The use of the park has increased in recent years. During the most recent five-year period, the park has averaged annual attendance of 145,500. Revenues have increased substantially. Recreational vehicle (RV) use accounts for 65% of park usage. September is usually the most popular month of the year, with the park experiencing about 20% of its annual usage. Park rangers estimate that demand for camping sites during peak season months is about 30% above current capacity. This overcrowding may be impacted by the closure of the Lompoc Beaches from March to October each year for the annual mating of the endangered Snowy Plover.

Concessionaire

The concessionaire has operated at the park for 26 years and is in the second ten-year renewal of its concession contract. The current agreement ends in October 2006. The concessionaire operates the general store, which supplies food and supplies to campers and is the sole authorized provider of these services. In 2004, the concession contract was amended to permit the concessionaire to rent trailers to campers.

Jalama Beach County Park

The amendment prohibits the storage of trailers in campsites or on the park grounds. A trailer may be brought onto the park grounds only after a camper has secured a campsite and paid all applicable camping fees. When members of the Grand Jury inspected the park, trailers were being stored on the property. The County sought to remedy the violation by advising the concessionaire not to store trailers on the property.

The amended concession contract does not limit the concessionaire's ability to rent a specific number of trailers. It is conceivable, though not likely, that the concessionaire could pre-empt all campsites with trailers, thereby limiting outside use by campers with their own trailers. The Grand Jury believes that the concessionaire should be limited to a specific number of trailers that can be rented.

The concessionaire pays the County \$400 per month or six per cent of the gross sales, whichever is greater. This is a fee fixed by the County for Jalama Beach Park.

Park Reservations

The park posts an electronic sign on Jalama Road near Highway 1 that advises the public when RV and trailer sites and "Day Use" sites are full. The sign is manually activated and may not be current. If not current, the camper may endure a difficult 14-mile journey only to be turned away.

The park has no reservation system in place. If a reservation system were in place, it would alleviate many of the problems related to availability of camping sites. A reservation system would permit advance payment, provide better cash accountability and eliminate confusion and frustration related to use and availability of park sites.

Although the Parks Department has no reservation system for campsites, the concessionaire takes advance reservations for the rental of trailers. The promotion of the park and rental of trailers from the concessionaire imply the existence of a reservation system. This inconsistency between the concession contract and the actual operations of the concessionaire should be resolved by a contract amendment that would recognize the operation of the business as it exists.

Outside Providers

Campers have several options when camping at Jalama Beach Park. A camper may arrive in a recreational vehicle or with a trailer owned by the camper. In such a case, the camper pays the entry fees and nightly site fees to the County. The camper may opt to rent a recreational vehicle from an off-park-site provider and arrive at the park in the rented RV or trailer. This use is the same as the camper-owned RV or trailer. The camper may rent a trailer from the concessionaire. In this case the concessionaire earns revenue from the trailer rental, and the County receives only a concession fee with no fee for the added trailer rental business.

Jalama Beach County Park

The camper may rent an RV from an off-park-site provider, who will deliver the RV to the park. In this case, neither the concessionaire nor the County earns revenue from this rental. Since the concession agreement is exclusive, these outside RV providers should be required to register and pay a concession fee to the County for these rentals.

By granting an exclusive right to the concessionaire to rent trailers and RVs, the County may place a burden on the concessionaire. It may be practical to give the concessionaire the right to sub-contract RV rentals to an outside party where this party pays a fee to the concessionaire from the rental. This would allow the concessionaire and the County to receive some benefit from the rentals.

It does not appear to be good public policy to grant a 10-year exclusive use agreement to a single concessionaire under circumstances where the popularity and use of a park have changed over the years. The County could provide thresholds in a concession contract that would convert an exclusive concession contract to a non-exclusive concession contract upon the happening of defined events.

Concession Grants

The granting of concessions subject to a fixed concession fee contract is subject to possible abuse. While standards may exist on which to base the award of a concession to an operator, there is the possibility that favoritism and other non-objective standards may be used. In addition, the use of such fixed concession fee contracts may create the impression that these long-term contracts are not available to other qualified operators. There is no assurance that the County is deriving sufficient revenue from private operators in its parks system.

The Grand Jury recommends that the fairest and most transparent method of awarding a concession is to open the process to competitive bidding on the concession fee with a minimum of \$400 or six per cent, whichever sum is greater. In this way, the marketplace will determine the amount of the concession fee, and, assuming that there are fair and objective standards for operators, the selection of the concessionaire will be openly and fairly determined. Even if there were no bids, the minimum concession fee would remain at the current level.

Master Plan

The Parks Department in 1999 developed the Jalama Master Plan that set out future expansion and created a vision for the park. The plan provided for expansion of the park to 100 acres, a new main gate, a new day-use area, new beach access to the south, a new store and café, new ranger residences and maintenance area, private cabins and a 40% increase in total RV campsites. The estimated 1999 cost of the improvements was \$4.3 million, which included repairs to the Jalama Road. The

Jalama Beach County Park

1999 study concluded that there was sufficient net income generated to fund the improvements.

There has been little progress in implementing the Master Plan. In view of the growing demand for use of park facilities, the Grand Jury recommends that the Board of Supervisors give implementation of the Master Plan high priority.

FINDINGS

Finding 1

The current concession contract is an exclusive contract for a long-term concessionaire. It provides for operation of a general store and the sale of food, supplies and the rental of trailers.

Finding 2

The current concession contract provides for a fixed concession fee for all sales and services.

Finding 3

The County Parks Department renewed the concession contract 10 years ago, apparently without open bidding.

Finding 4

The current concession contract, which expires in 2006, does not reflect how the park actually operates.

Finding 5

The current concession contract does not control the number of trailers that the concessionaire may rent.

Finding 6

Although the current concession contract prohibits storage of trailers on parklands or implementation of a reservation system, the concessionaire stores trailers on parkland and does take reservations for trailers.

Finding 7

The County Parks Department has no reservation system.

Jalama Beach County Park

Finding 8

The County derives no revenue from business activities at the park that are conducted by businesses other than the concessionaire.

Finding 9

There has been little progress with respect to implementation of the Jalama Beach Park Master Plan.

RECOMMENDATIONS

Recommendation 1

The 2006 concession contract should provide for RV rentals in addition to trailer rentals with consideration given to a new concession fee arrangement for RV and trailer rentals.

Recommendation 2

Award of the concession should be open, based on a Request for Proposals (RFP) or bid process with concession fees based on market rates.

Recommendation 3

Off-park-site equipment providers should be required to pay concession fees if such providers deliver equipment to the park.

Recommendation 4

The Parks Department should implement a reservation system.

Recommendation 5

The County should enforce its concession agreements.

Recommendation 6

The concessionaire should be limited to a specific number of trailers that can be rented.

Recommendation 7

The Board of Supervisors should give priority to the implementation of the Jalama Beach Park Master Plan.

Jalama Beach County Park

REQUEST FOR RESPONSE

In accordance with Section 933(c) of the California Penal Code, each agency and government body affected by or named in this report must respond in writing to the findings and recommendations in a timely manner. The following are the affected agencies for this report, with the mandated response period for each:

Santa Barbara County Board of Supervisors – 60 days

Findings 1, 2, 3, 4, 5, 6, 7, 8, 9

Recommendation 7

Santa Barbara County Parks Department – 90 days

Findings 1, 2, 3, 4, 5, 6, 7, 8, 9

Recommendations 1, 2, 3, 4, 5, 6, 7, 8, 9