



# AGENDA REPORT

## CITY OF SAN CLEMENTE

### CITY COUNCIL MEETING

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San Clemente, California  
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**Meeting Date:** December 5, 2023

Agenda Item: 7M

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**Department:** City Manager

**Prepared By** Leslea Meyerhoff, AICP, Contract Coastal Administrator

**Subject:**

**CONSIDERATION OF A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR REGIONAL BEACH SAND PROJECT III, PHASE 1 AND FINDING THE PROJECT STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**Fiscal Impact:**

Approval of this request is expected to result in a cost to the City of \$109,511.85 to participate in the San Diego Association of Governments (SANDAG) Regional Beach Sand Project (RBSP) III Phase 1: Preliminary Planning Activities for Regional Beach Sand Project (RBSP) III, which would support implementation of a high priority City goal of developing a citywide comprehensive beach restoration program.

**Summary:**

On September 5, 2023, the City Council authorized City staff to send SANDAG a letter expressing the City's interest in regional coastal resiliency collaboration within the Oceanside Littoral Cell and specifically requested to participate in the planning tasks (Phase I) of the RBSP III. The full scope of work for Phase 1 is included as Attachment 1 to this Staff Report. SANDAG received the City's letter and affirmed their support to have the City of San Clemente participate as requested.

Before the City Council is a resolution (Attachment 2) authorizing the City Manager to enter into a Memorandum of Understanding (MOU) (Attachment 3) with SANDAG for the purpose of confirming the City's interest and willingness to participate RBSP III, Phase I tasks, including payment of funds as requested in the MOU. The City's participation in the SANDAG RBSP III supports continued progress and advancement of San Clemente's Coastal Resiliency Plan goals to implement a citywide, comprehensive, beach restoration program as part of a larger coastal resiliency building program.

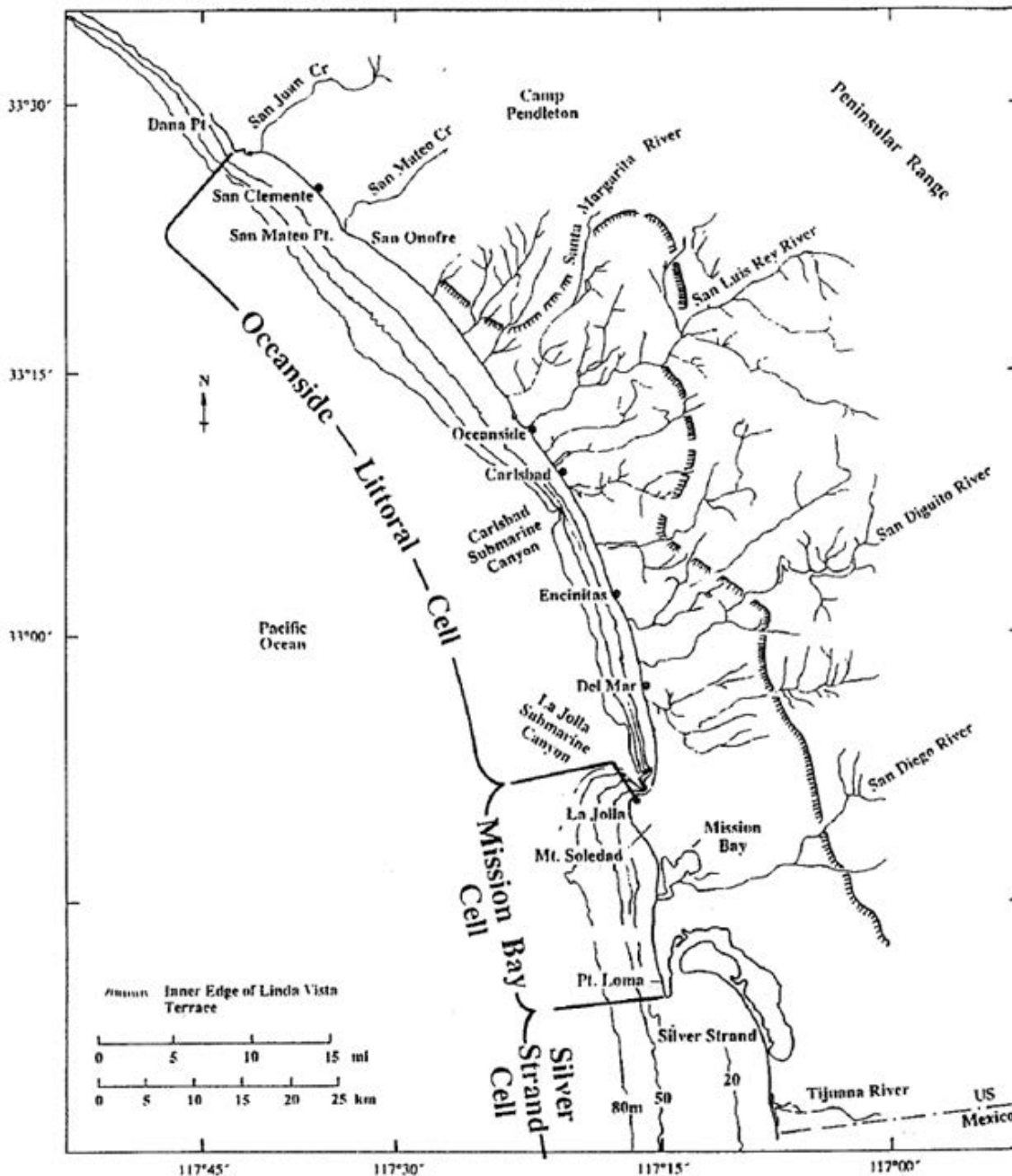
**Background:**

SANDAG is the Metropolitan Planning Organization (MPO) for the San Diego region and plays an important role in coordinating projects of a regional nature and scope. The San Diego region has 19 jurisdictions, 10 of which are in the coastal zone. Of the 10 coastal cities in San Diego County, six are located within the Oceanside Littoral Cell (i.e., Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, and a portion of San Diego).

A "littoral cell" is a distinct area of the coastline where sand enters the ocean, flows down the coast, and then is removed from the system, usually via a submarine canyon. Therefore, the

littoral cell and its sand or sediment budget are essential planning tools for regional coastal resiliency planning and shoreline management.

San Clemente is also located within the Oceanside Littoral Cell (along with the abovementioned neighboring cities to the south) and the City of Dana Point and the County of Orange to the north. Therefore, from a regional coastal planning perspective, significant cost savings and other economies of scale will be derived by collaborating with other cities in the Oceanside Littoral Cell, shown in Figure 1.



SANDAG has an established Shoreline Preservation Working Group (SPWG) whose mission is to implement beach replenishment projects, conduct regional shoreline monitoring and advise on issues related to the adopted SANDAG *Shoreline Preservation Strategy* and companion *Sand Retention Strategy*. SPWG members include elected officials from the coastal cities, tribal

representatives, representatives from community groups, property owners, non-governmental organizations, state, and federal agencies including military representatives, and UCSD / Scripps Institution of Oceanography.

In Fall 2023, SANDAG also established the Oceanside Littoral Cell Task Force and convened the first meeting on September 28, 2023. The next meeting is scheduled for January 18, 2024. Contract Coastal Administrator Meyerhoff participates in these meetings.

In 2001, SANDAG implemented its first Regional Beach Sand Project (RBSP I) which delivered 2 million cubic yards of sand to beaches in San Diego County. In 2012, SANDAG implemented a second RBSP (RBSP II) which placed 1.5 million cubic yards of sand in the region. Collectively, these two projects added approximately 3.5 million cubic yards of sand to the beaches in San Diego County. The SANDAG Shoreline Preservation Strategy identified a regional need for approximately 30 million cubic yards of sand to address existing and future public beach restoration needs indicating a need to scale up both in terms of frequency and size to meet regional coastal resiliency goals.

In late 2022, SANDAG initiated efforts to begin the planning process for a third RBSP (e.g., RBSP III) and asked all coastal jurisdictions to explore their interest in participating in RBSP III and advise SANDAG accordingly. Interested jurisdictions were asked to enter into a Memorandum of Understanding (MOU) with SANDAG to support the initial planning phase of RBSP III.

The purpose of this Staff Report is to request City Council adoption of a resolution authorizing the City Manager to enter into an MOU with SANDAG for participation in RBSP III, Phase I and to pay SANDAG the requested amount of \$109,511.85.

***Discussion:***

The overall objectives of RBSP III are to: (1) identify beach erosion areas that may impact critical public infrastructure; (2) evaluate the economic costs and benefits of implementing another RBSP and explore alternatives including sand retention components to optimize the performance of beach nourishment projects by retaining added sand in place longer; (3) complete a feasibility study for a future regional beach nourishment project and alternatives; and (4) create a plan for surveying offshore sand borrow sites to ensure adequate quantities of sand are available to continue to nourish the region's beaches.

SANDAG will conduct a Phase 1 study for RBSP III that will use information from SANDAG's Round 1 SB 1 Caltrans Adaptation Planning Grant effort to identify transportation and other critical public infrastructure and other facilities and existing structures that will be impacted by sea-level rise and may benefit from beach nourishment. Implementation of a regional beach sand project would involve dredging beach quality sand from offshore borrow sites and placing it on highly eroded beaches.

SANDAG has retained the contractor to manage the RBSP III Project and has indicated that Phase I tasks will be initiated in early 2024 and that the full Phase 1 scope of work will be completed within 12-18 months after receipt of all funds from cost-sharing / participating entities.

Beach nourishment is a key strategy being utilized by San Clemente and several other cities in the region who have updated their Local Coastal Programs to align with State guidance that promotes beach sand replenishment as natural infrastructure and is a preferred “soft” or green coastal resiliency solution. Wide beaches help protect coastal communities and critical public infrastructure including coastal transportation facilities by acting as a buffer to alleviate the effects of strong storm events, high tides, King Tides and rising seas.

The City will continue to coordinate closely with SANDAG and others who serve on SANDAG’s Shoreline Preservation Working Group (SPWG) and participate in the Oceanside Littoral Cell Task Force.

As part of the RBSP III, Phase 1 tasks, SANDAG will prepare updated economic analyses including quantification of costs and benefits of beach sand replenishment. The economic analysis will include preliminary cost estimates of a range of project alternatives that may include sand retention, a benefit-to-cost analysis of project alternatives, and a discussion of economic effects. This economic analysis will be summarized in the feasibility study and included as an appendix to the final document.

The Phase I tasks include an explanation of how beach nourishment can be used as an effective strategy for protecting coastal critical infrastructure and will identify the permits and approvals that are needed to implement RBSP III.

Recommendations for streamlining permitting will also be included, with emphasis on replicating work done previously, and applying lessons learned from RBSP I and RBSP II, and from other projects in southern California including the City’s own 50-year USACE beach sand project.

A meeting will be scheduled with interested stakeholders to review the draft Phase I deliverables and solicit feedback. Comments from stakeholders may also be submitted in writing and revisions to the Phase I deliverables will be made as needed. Comments from SANDAG staff and interested stakeholders will be integrated into a final version of the Phase I deliverables which will be rolled up into a RBSP III Feasibility Study.

SANDAG requires a written commitment from each City prior to work beginning RBSP III, Phase I. In July 2023, SANDAG reached out to San Clemente, Dana Point, and the County of Orange as public agencies responsible for beach management within the Oceanside Littoral Cell to gauge their level of interest in participating in RBSP III. The City of San Clemente affirmatively responded in writing on September 6, 2023. Participation in RBSP III Phase I activities does not commit the City to working on any portion of RBSP III beyond Phase I per the terms of the MOU. It is anticipated that SANDAG will allocate cost sharing for RBSP III, Phase II tasks according to the length of shoreline nourished or based on a cubic yard volume of sand to be placed. Once SANDAG determines each jurisdiction’s proportional share, staff will return to City Council with information on the funding amount and request City Council confirmation of interest in participation and payment of the next phase cost share. If the City remains interested in participating in the next phase of the RBSP III, a second MOU with SANDAG would be required. City Staff will report back on a periodic basis as the RBSP III, Phase I tasks get underway.

The City Council continues to affirm that development of additional coastal resiliency projects that can deliver sand to the City’s beaches remains a top near-term and long-term City priority. The

City has expressed a desire to develop a citywide, comprehensive beach restoration program which can supplement the upcoming USACE project. The City's beaches are highly valued by residents and visitors, provide the foundation for community well-being and a high quality of life, storm damage protection and habitat for flora and fauna. Participation in SANDAG RBSP III supports all these City goals.

***Council Options:***

- Adopt Resolution No. 23-138, authorizing the City Manager to enter into an MOU with SANDAG for RBSP III, Phase I activities, pay the requested amount to SANDAG of \$109,511.85 and find the project statutorily exempt from CEQA.
- Modify and adopt Resolution No. 23-138.
- Request staff to provide additional information.
- Deny Resolution No. 23-138.

***Environmental Review/Analysis:***

Entering into an agreement that funds an analysis of future planning activities is statutorily exempt under Section 15262 of the State CEQA Guidelines (Feasibility and Planning Studies, 14 CCR section 15262).

***Recommended Actions:***

Staff Recommendation

Staff recommends that the City Council adopt Resolution No. 23-138, which would:

1. Find the project statutorily exempt from CEQA under Section 15262 of the State CEQA Guidelines (Feasibility and Planning Studies, 14 CCR section 15262);
2. Authorize the City Manager to enter into an MOU with SANDAG for RBSP III, Phase I activities; and
3. Authorize payment of the requested amount to SANDAG of \$109,511.85.

***Attachments:***

1. SANDAG RBSP III, Phase I Scope of Work.
2. Resolution No. 23-138.
3. Draft MOU Between the City and SANDAG.

# **Regional Beach Sand Project III (RBSP III)**

## **Phase I - Preliminary Planning Activities**

### **Scope of Work**

#### **INTRODUCTION:**

SANDAG is the Metropolitan Planning Organization (MPO) for the San Diego region and plays a key role in the regional coordination of a variety of projects. The San Diego region has 19 jurisdictions, 10 of which are located in the coastal zone and collectively manage approximately 70 miles of coastline which can be accessed via transit, highways, roadways, and bicycle and pedestrian facilities. A number of these facilities are at risk from the impacts of rising seas, high tides, and strong storms. As such, access to beaches, residences, and public facilities may be impacted. This would be particularly impactful to disadvantaged populations living in the cities of Oceanside, Carlsbad, City of San Diego, National City, Chula Vista, and Imperial Beach which have populations that fall in the 70-100 percentile of the demographic index (source: EJSCREEN).

SANDAG proposes to conduct a feasibility study for a regional beach sand nourishment project which would use information from SANDAG's Round 1 SB 1 Caltrans Adaptation Planning Grant effort to identify transportation facilities that will be impacted by sea-level rise and may benefit from beach nourishment. Implementation of a regional beach sand project would involve dredging beach quality sand from offshore borrow sites and placing it on highly eroded beaches in the San Diego region. Beach nourishment is being considered as a sea-level rise adaptation strategy by a number of cities in the San Diego region who have updated their Local Coastal Programs to align with the California Coastal Commission's Guidance on sea-level rise. Wide beaches can help protect coastal communities and coastal transportation facilities by acting as a buffer to alleviate some of the impacts from sea-level rise, strong storm events, and high tides. SANDAG has previously completed two regional beach sand nourishment projects in 2001 and 2012 (RBSP I and RBSP II, respectively), adding approximately 3.5 million cubic yards of sand to the region's local beaches. In addition, SANDAG has an established regional forum (the Shoreline Preservation Working Group) where elected officials are engaged in regional adaptation projects, such as beach nourishment.

SANDAG will coordinate closely with city staff, city council members who serve on SANDAG's Shoreline Preservation Working Group (SPWG), and other technical advisors on this project. Work efforts from this project will be summarized in two final deliverables: the Feasibility Study and the Offshore Borrow Site Survey Plan.

#### **RESPONSIBLE PARTIES**

SANDAG will require the assistance of a consulting team to complete this work. SANDAG has not yet selected which firm will provide this assistance but will utilize the agency's list of on-call consultants, selected through the established procurement procedures, to find the appropriate firm(s) to perform this work. Generally, SANDAG will be responsible for overall project management and administration and will play a role in coordinating with local jurisdictions as well as drafting and editing the feasibility study. The consultant will be responsible for the majority of other tasks including the review of existing monitoring data, completing the Offshore Borrow Site Survey Plan, completing the Economic Analysis, and finalizing the Feasibility Study.

## **OVERALL PROJECT OBJECTIVES:**

- Identify beach erosion areas in the San Diego region that may impact coastal transportation infrastructure through review of existing data and coordination with coastal jurisdiction staff.
- Evaluate the economic costs and benefits of implementing a regional beach nourishment project and several alternatives to that project that may include one pilot sand retention strategy.
- Complete a Feasibility Study for a future regional beach nourishment project and alternatives.
- Identify lessons learned from the past two regional beach sand projects administered by SANDAG and other southern California beach nourishments efforts and identify how to expedite project delivery and minimize project costs compared to prior efforts.
- Create a plan for surveying offshore sand borrow sites to ensure adequate quantities of sand are available to nourish the San Diego region's beaches.

### **1. Task 1: Project Management and Administration**

SANDAG will hold a kick-off meeting with the consultants to review the procedures and project expectations, including invoicing, quarterly reporting, scope of work, timeline, communication protocols, and other relevant project information. A meeting summary shall be documented by the Consultant. SANDAG will coordinate with the consultants through regular communication (including in-person meetings and/or conference calls) to ensure project remains on time and within budget. Meeting notes shall be documented by the Consultant. The consultant shall invoice SANDAG and provide a brief summary of work efforts on a monthly basis. Time spent preparing invoices shall be included in Consultant's overhead cost. SANDAG shall not pay for time spent preparing billing for SANDAG.

#### **Task 1 Deliverables**

- Meeting Notes and Summaries
- Subcontractor Agreements
- Quarterly Progress Reports

#### **Task 1 Assumptions**

- 1 in person kickoff meeting attended by AECOM (3 staff), M&N (1 staff), CFC (1 staff), Merkel (1 staff), Phil King
- 1 field site visit attended by AECOM (2 staff), M&N (1 staff), Merkel (1 staff), Phil King on same day as kick off (to maximize travel efficiency).
- 8 meetings (virtual and in person) attended by AECOM with associated agenda/meeting notes/action items

### **2. Task 2: Economic Analysis**

Using actual costs from RBSP II, the consultant shall prepare an economic analysis that includes the following components: preliminary cost estimates of a range of project alternatives that may include one pilot sand retention strategy, a benefit/cost analysis of the project alternatives, and a discussion of economic impacts. This economic analysis shall be

summarized in the feasibility study and included as an appendix to the final document. The consultant shall evaluate the Benefit Cost Analysis (BCA) prepared by the U.S. Army Corps of Engineers for the Encinitas-Solana Beach Coastal Storm Damage Reduction Project and the economic analysis conducted for the 2007 Feasibility Study (prepared for RBSP II) in order to provide a methodology for the analysis for approval by SANDAG. The BCA should be developed to allow federal agencies to evaluate the benefit to cost ratio of the project and various subsegments of the project (by littoral cell or jurisdiction).

The methodology approach below will be finalized as a deliverable prior to undertaking the analysis. The quantitative analysis is anticipated to address two elements 1) “non-market value” of recreational benefits of RBSP III, which will be incorporated into a benefit-cost analysis and) 2) an estimate of the economic impacts—additional spending, jobs, and local taxes generated by RBSP III.

- Data Collection: Consultant will collect the following data: (a) daily attendance data at all State and local beaches where available (most); (b) data from San Diego County assessor’s office which includes geospatial data, currently assessed (property tax) value; (c) data from local governments on the value of their property, which is not assessed for property tax purposes; (d) data on beach width/area before and after nourishment and over the 5-10 year life of the project as pulled from past shoreline monitoring; (e) any available data on beach spending patterns; (e) data on the likely costs of RBSP III including compliance costs.
- Data Analysis: The following analyses will be performed with the data collected:
  - Estimates of local property value: The analysis will use the best available public data (e.g., Zillow) to estimate the value of local property.
  - Analysis of non-market benefits of nourishment: The analysis of beach value incorporates daily attendance and capacity constraints. Since fill sites do not always correspond with beach jurisdictions (e.g., Oceanside), adjustments to attendance at these sites will be made.
  - Analysis of economic impacts: The additional recreation and tourism will generate additional spending and taxes. The analysis will estimate: (i) increases in local spending; (ii) increases in local taxes, in particular sales and transient occupancy taxes; (iii) indirect and induced impacts as well as job creation, applying IMPLAN or similar software.
- The benefits of storm damage reduction will not be addressed quantitatively because the USACE modeling requirements are extensive and not within the budget parameters. The team will identify locations that are potentially vulnerable to flooding/storm damage (from existing Cosmos data, team knowledge and possibly land managers/city staff). Then qualitatively address how the project may benefit/reduce potential damage.
- Benefit/Cost Analysis: Consultant will conduct a benefit/cost analysis over the life of the project, using a discount rate agreed to by SANDAG, but consistent with federal assumptions (likely NOAA and not USACE). This analysis will examine the “net benefits”—whether the benefits exceed the cost, including a benefit/cost ratio where necessary. As with RSBP II, this analysis will be broken down by individual fill receiver sites. The benefits and costs will also be delineated into recreational (non-market) benefits and economic and tax impacts. Possible benefits to private and public property from storm damage reduction as linked to potentially vulnerable locations will be noted. The study will generate a BCA but not using the exact same methods/inputs as the standard USACE approach

There is also interest in considering potential sand nourishment projects along the shoreline of San Diego Bay. For purposes of this analysis, we assume one existing public beach location in the Bay may be identified from the Feasibility Study. The economic analysis will qualitatively



describe net benefits, The communities that could benefit (considering proximity and observations) will be noted.

The consultant should assume three rounds of comments in the preparation of the Draft Economic Analysis as follows, comments by SANDAG on the draft, comments from the members of the Shoreline Preservation Working Group on the draft, and comments from the public.

## **Task 2 Deliverables**

- Finalized Methodology Approach for the Economic Analysis
- Draft Economic Analysis Technical Appendix
- Final Economic Analysis Technical Appendix

## **Task 2 Assumptions**

- Technical Appendix >30 pages, ~ 10 power point slides for SPWG meeting
- Budget assumes a set of up to 12 fill site envelopes derived from RBSP I and II, with alternative variations from retention features or other refinements at up to 6 sites, for no more 18 alternatives/configurations. If additional sites or program configurations are developed, the economic analysis and assumptions may be revisited for additional scope and fee.

## **3. Task 3: Regional Beach Sand Replenishment Project (RBSP III) Feasibility Study**

Using information obtained from Tasks 2, the consultant shall draft a feasibility study for a future regional beach sand project (RBSP III). The 2007 Feasibility Study that was prepared for RBSP II will be used as a template and the updated Feasibility Study shall address the same major topics including, but not limited to: a statement of the problem, a description of existing site conditions, consideration of project alternatives and ways to extend the life between beach nourishment cycles, methods to reduce costs and leverage other efforts in southern California, and economic considerations. The Feasibility Study shall also include an explanation of how beach nourishment can be used to protect coastal critical infrastructure in the region from sea level rise, examples from other regions should be provided. The Feasibility Study shall identify the various permits and approvals that would be needed for the implementation of this project. As part of the Feasibility Study, or a separate report, the consultant shall address the lessons learned from prior RBSP I and II, and opportunities to expedite project delivery and reduce costs. The consultant shall specifically address the following:

1. Ways to streamline environmental clearance under CEQA/NEPA (e.g., use of Mitigated Negative Declarations and focused EIRs, Supplementing EIR/EIS prepared for Encinitas-Solana Beach Coastal Storm Damage Reduction Project, development and tiering of Program EIR, etc.), and regulatory permits;
2. Ways to leverage opportunities arising from the Encinitas-Solana Beach Coastal Storm Damage Reduction Project and other southern California beach nourishment or sand bypass projects;
3. Opportunities to reduce cost mobilization of dredging (e.g., utilization of dredge under contract by U.S. Army Corps of Engineers, shared purchase of a hopper dredge for southern California nourishment efforts, etc.);

4. Analysis of issues that led to the damages resulting from the sand placement in Imperial Beach during RBSP II and ways to avoid damages in the future; and
5. Opportunities to reduce post-construction monitoring based upon past efforts.

The Feasibility Study shall also address the needs of the sand nourishment, if any, of jurisdictions fronting the San Diego Bay (e.g., Coronado's Grand Caribe Isle located in the Coronado Cays).

Consultant has developed one possible Annotated Table of Contents (provided below) with approach/scope of work described in more detail in the following text.

**DRAFT Feasibility Study  
San Diego Regional Beach Sand Project III  
Annotated Table of Contents**

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1.0 INTRODUCTION

- 1.1 Purpose
- 1.2 Scope

2.0 SITE CONDITIONS *(Largely from 2007 Feasibility Study and 2009 Coastal Regional Sediment Management Plan with readily available current information)*

- 2.1 Sediment Budgets and Longshore Sediment Transport Rates
- 2.2 Wave Climate
- 2.3 Beach Profiles
- 2.4 Sediment Grain Size
- 2.5 Shoreline Position
- 2.6 Other Related Projects (ongoing, planned, potential)

3.0 LESSONS LEARNED AND RECOMMENDATIONS FOR EFFICIENCIES

- 3.1 CEQA/NEPA and Permitting
- 3.2 Design
- 3.3 Construction
- 3.4 Beach Fill Performance

4.0 ALTERNATIVES CONSIDERED *(Creative brainstorming by entire team w/SANDAG)*

- 4.1 Single Project Maximum Rebuild (2001 RBSP I, recognizing 2012 RBSP II)
- 4.2 Single Project Reduced Rebuild (Eliminate Solana Beach/Encinitas)
- 4.3 Programmatic and/or Opportunistic Nourishment Regime
- 4.4 Oceanside Feeder Beach
- 4.5 Retention Feature (Pilot)
- 4.6 San Diego Bay

5.0 ECONOMIC CONSIDERATIONS

- 5.1 Economic Benefit Cost Analysis (BCA)
  - 5.1.1 Project Configuration (Receiver Sites, Borrow Sites, Retention Features)
  - 5.1.2 Output
- 5.2 Regional Funding Options

6.0 CONCLUSIONS AND DECISIONS TO BE MADE

7.0 REFERENCES

Appendices

Borrow Site Investigation Scope of Work

Economic Benefit Cost Analysis

Site condition patterns are relatively similar over the past few decades, so will be described based on the two primary sources (2007 Feasibility Study and 2009 Coastal Sediment Management Plan) plus monitoring data collected annually as shared with the SPWG. Consultant will also consolidate information on other related projects (ongoing, planned, potential) which will be key to considering creative regional approaches to routine beach nourishment. Chapter 3 will address items 1-5 noted above. Regarding CEQA/NEPA and Permitting, the study will disclose various document types and possible permits relative to the various alternatives considered. The potential ocean dredging projects and beach nourishment efforts in Section 2.6 will be explored in terms of leveraging opportunities based on timing and ability to share equipment. Documenting lessons learned from RBSP II in Imperial Beach will provide for best practices that can be applied elsewhere. Regarding post-construction monitoring, Consultant will develop a list of possible of monitoring elements for various phases of RBSP III and conduct an analysis as to the likelihood that each could be eliminated or reduced based on lessons learned from RBSP I, RBSP II, San Elijo and others.

Consultant team will focus their collective knowledge and expertise in working session(s) to explore the broad suite of alternatives and document the outcome in Chapter 4. The list above is intended as preliminary ideas and not complete.

The Feasibility Study will address the economic issue via the BCA results (which are useful for grant funding opportunities) and exploration of regional funding options. The study will summarize the project configuration used to calculate the BCA. There is a world of project variations given the number of potential sites, amount of material that could be placed per site, location of retention (if included), location of borrow site(s), etc. Based on discussions with SANDAG, existing designs plus monitoring data from RBSP I and II, Consultant team will identify a prototype project for the BCA. Chapter 5 will describe that prototype project and the resulting modelled BCA (by site and/or by littoral cell). The economic study will be an appendix. The feasibility study will also explore finance options available to city and county governments to raise revenues to pay for future nourishments. This study will examine options such as special property tax districts like Geologic Hazard Abatement District (GHAD) or Community Finance Districts, increases in transient occupancy taxes (TOTs), or reducing restrictions on short-term (STRs) to generate sales tax increases. The study will note where else in California these revenue options have been, or are, under consideration. Finally, the study will note possible approaches to reduce high-cost items, like the dredge, that could substantially lessen the overall price-tag.

A meeting shall be scheduled with interested stakeholders (city staff, members of the SPWG, members of the public, etc.) to review the draft feasibility study and solicit feedback. SANDAG will likely use a scheduled SPWG meeting as the forum for this discussion. Comments from stakeholders may also be submitted in writing and revisions to the feasibility study shall be made as needed. The consultant shall incorporate comments from SANDAG staff and interested stakeholders into a final version of the feasibility study.

### **Task 3 Deliverables**

- Draft Feasibility Study
- Host meetings to discuss draft Feasibility Study
- Finalize Feasibility Study

### **Task 3 Assumptions**

- Up to 8 alternatives addressed in Chapter 4.0, not all at equal level of detail.
- Present draft finding at SPWG meeting in person (AECOM, M&N) and virtual (Merkel, CFC, King).

## **4. Task 4: Off-Shore Borrow Site**

The consultant shall conduct a literature review of offshore investigations completed for Regional Beach Sand Projects I and II (RBSP I and RBSP II) to identify any additional candidate borrow sites in the northern portion of San Diego County that could be utilized to implement a future beach nourishment project. The consultant shall prepare a plan and scope of work to conduct an investigation of a minimum of three offshore borrow sites to determine the outer boundaries of the two offshore borrow sites used for RBSP II (MB-1 and SO-5) and at least one new borrow site in the northern portion of San Diego County. Once completed, these surveys will help to estimate the quantity of sand available for beach nourishment on the San Diego coastline.

Consultant's approach to this task leverages their experience from two prior RBSP efforts and more recent research. Consultant will update ArcGIS model with available coastal, geophysical and geologic and geoarchaeology literature post RBSP II to focus on North County and MB-1. We recommend the offshore borrow investigations for RBSP III be planned similar to the RBSP II approach carried out at that time. The investigation plan will provide the exploration methodology starting with permitting and agency coordination needs for the eventual offshore field work. No field work will be performed at this stage.

#### **Task 4 Deliverable**

- Perform Off-Shore Borrow Site existing data review
- Prepare Off-Shore Borrow Site Plan and Scope of Work for Three Sites

#### **5. Optional Task 5: San Clemente Nourishment Planning**

This is an optional task, so no work will be performed without prior authorization from the City of San Clemente via entering into a MOU with SANDAG for Phase I – Preliminary Planning Activities. If exercised, Tasks 1-4 will be expanded upon to cover possible beach nourishment for the City of San Clemente. The consultant shall review the San Clemente component of the U.S. Army Corps of Engineer Storm Damage Reduction Project and what additional areas need beach nourishment in the City of San Clemente. Additional areas will be included in the economic analysis BCA and included in the Feasibility Analysis. The consultant shall evaluate one additional offshore borrow site located in the Northern extent of the Oceanside Littoral cell in addition those identified in Task 4 for possible beach sand nourishment in San Clemente.

Consultant would revise the table of contents for the Feasibility Study to include information for San Clemente. For example, Site Conditions would address Wave Climate (and other topics in Chapter 2) in the San Diego region as a subsection and there would be a new subsection for the San Clemente Wave Climate. Other Related Projects (Section 2.6) would be expanded into Orange County. While the Lessons Learned (Chapter 3.0) would remain largely focused on San Diego, the Recommendations for Efficiencies could consider this new opportunity. If San Clemente were formally a part of RBSP III, then "possible" efficiencies in shared dredge would become more certain. Alternatively, the approach to CEQA streamlining may become more complex as decisions would need to be made regarding lead agency or lead agencies. The universe of alternatives would expand so Section 4 would expand as well. For costing purposes, we assume up to two receiver sites could be identified (one each north and south of the USACE site).

Once defined, the project envelopes for the economic analysis would be evaluated to generate BCA. The same methodology would be applied, but new data would need to be collected in Orange County for property value and attendance.

For the Offshore Borrow Site Study, the team would review offshore investigations for potential sites identified by USACE and published studies. Candidate borrow sites are anticipated to include current borrow sites identified by USACE including Oceanside and other potential sites along Camp Pendleton and Orange County. Consultant will develop a work plan for a future offshore investigation. The work plan objectives would involve confirming known sites, as needed, or further investigating beach material suitability at one new potential borrow site (where only limited investigations have been performed historically).

The program management approach would remain as proposed but there would be additional time required to facilitate coordination and communication with a broader group. A second kick-

off meeting would be scheduled with San Clemente and SANDAG staff, with a site visit that same day. Attendees in person will include team members from AECOM, M&N, and Dr. King with others virtual. The complexity and cost of adding the San Clemente location is minimized if the option is exercised very soon after the Feasibility Study project is kicked off, so for costing purposes we assume the authorization is received within a month of project initiation.

### **Task 5 Deliverable**

- Expanded Economic Analysis and Feasibility Study
- Perform Off-Shore Borrow Site existing data review
- Prepare Off-Shore Borrow Site Plan and Scope of Work for fourth area

### **Task 5 Assumptions**

- Authorization to proceed received one month after NTP for RBSP III San Diego region. The longer between initiation of the San Diego region project and adding San Clemente, the less efficient and there may be need for additional funding.
- 1 field site visit attended by AECOM (2 staff), M&N (1 staff), and Phil King: CFC (1 staff) and Merkel (1 staff) virtual kick off.
- No more than 2 alternative receiver sites added to Chapter 4.0 of the Feasibility Study (excluding the site under consideration by USACE).

Exhibit B – Budget Schedule

Regional Beach Sand Project III (RBSP III) Preliminary Planning Activities				
	Task Name	Description	State Date	End Date
1	Project Management and Administration	SANDAG to monitor Project Management and Administration	NTP	15 months from NTP
2	Economic Analysis	Subconsultant to prepare an updated Economic Analysis	NTP	12 months from NTP
3	Regional Beach Sand Replenishment Project (RBSP III) Feasibility Study	Draft RBSP III Feasibility Study, Review, and Finalize	NTP	14 months from NTP
4	Off-shore Borrow Site Plan	Consultant will prepare an Offshore Borrow Site Plan and Scope of Work for Three Sites	NTP	15 months from NTP
5	Optional Task: City of San Clemente Nourishment Planning	Consultant will expand upon the Feasibility Study, Economic Analysis, and Offshore Borrow Site Plan to include the City of San Clemente	TBD Upon SANDAG authorization	TBD Upon SANDAG authorization

**RESOLUTION NO. 23-138**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING ENTRY INTO A MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS REGARDING PHASE I, PRELIMINARY PLANNING ACTIVITIES FOR REGIONAL BEACH SAND PROJCT III AND THE LOCAL FUNDING COMMITMENT AND FINDING THE PROJECT STATUTORILY EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO CEQA GUIDELINES SECTION 15262**

**WHEREAS**, the City of San Clemente (City) has a strong record of proactively managing its public beaches and shoreline through a comprehensive shoreline management strategy aimed at preserving the public beach, protecting critical public infrastructure, and implementing coastal resiliency solutions; and

**WHEREAS**, coastal erosion is an existing challenge faced by the City and all cities in the region due to historic sand sources being largely cut off from reaching the coast due to existing development and urbanization in general; and

**WHEREAS**, coastal erosion is anticipated to be exacerbated by rising seas in the future and the City is closely monitoring ocean levels as measured at the local tide station in La Jolla operated by the National Oceanic Atmospheric Administration; and

**WHEREAS**, coastal erosion has affected critical public infrastructure in the City including public coastal access, public beaches, roadways, public utilities, parking areas, the California Coastal Trail and other critical public infrastructure including the railroad and public and private property; and

**WHEREAS**, the City desires to protect all beaches in the City and all existing critical infrastructure and existing structures in place and key City goals are to restore the public beach through a sustained, comprehensive, Citywide beach sand replenishment program; and

**WHEREAS**, the San Diego Association of Governments (SANDAG) has previously completed two regional beach sand projects (RBSP) in 2001 and 2012, which added approximately 3.5 million cubic yards of sand to the beaches is now in the planning stages for another RBSP; and

**WHEREAS**, wider beaches provide an effective natural buffer that helps protect coastal infrastructure from strong storms, high tides, and future sea level rise making wide beaches the first line of defense for the City and the region; and

**WHEREAS**, SANDAG initiated planning efforts to explore regional interest in developing a SANDAG RBSP III and asked all potentially interested cities to enter into a Memorandum of Understanding (MOU) for the purpose of demonstrating commitment and support for exploring the feasibility of implementing RBSP III; and

**WHEREAS**, in 2023, City officials and staff began communicating interest in participating in SANDAG RBSP III culminating in a formal invitation from SANDAG to participate; and

**WHEREAS**, the City Council authorized the submittal of a letter to SANDAG in September 2023 formalizing the City's interest in participating in RBSP III, Phase I activities; and

**WHEREAS**, the cost to the City to participate in in RBSP III, Phase I is \$109,511.85; and

**WHEREAS**, the SANDAG RBSP III Phase I signals the initiation of the first steps in a "super-regionwide" coastal resiliency project that will protect critical public infrastructure and existing structures in San Clemente and across multiple other coastal jurisdictions and counties; and

**WHEREAS**, participation in SANDAG RBSP III, Phase I activities, expected to get underway in early 2024, strongly aligns and directly advances strategic City goals to establish a citywide comprehensive beach sand replenishment and retention program; and

**WHEREAS**, the City of San Clemente has funds available to contribute the full amount being requested by SANDAG for RBSP III Phase I tasks; and

**WHEREAS**, participating in Phase 1 of RBSP III requires entering into an MOU with SANDAG and approving a budget allocation of \$109,511.85 in December 2023 payable to SANDAG.

**NOW THEREFORE**, the City Council of the City of San Clemente, California, does hereby find, determine, and resolve as follows:

1. That the foregoing recitations are true and correct and incorporated herein.
2. That entering into the MOU, which funds an analysis of future planning activities, is statutorily exempt from CEQA pursuant to State CEQA Guidelines Section 15262 (Feasibility and Planning Studies, 14 CCR section 15262).
3. That participation in the SANDAG Regional Beach Sand Project III advances important City goals and objectives and would be of great benefit to the City, the public and the region.
4. That Beach sand replenishment promotes the long-term vision of the City and supports important City Council priorities.
5. That the City Council hereby authorizes the City Manager to execute the MOU with



SANDAG for RBSP III, Phase I tasks at a cost to the City of \$109,511.85 in a form substantially similar to that presented to the City Council on December 5, 2023.

- 6. That the City Manager and his designee is hereby authorized to executed such other and further documents and take such other and further action as is necessary and proper to accomplish the purpose of this Resolution and the City's participation in RBSP III, Phase I.

PASSED AND ADOPTED this 5th day of December, 2023.

ATTEST:

\_\_\_\_\_  
 City Clerk of the City of  
 San Clemente, California

\_\_\_\_\_  
 Mayor of the City of San  
 Clemente, California

STATE OF CALIFORNIA     )  
 COUNTY OF ORANGE        ) §  
 CITY OF SAN CLEMENTE    )

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 23-138 was adopted at a regular meeting of the City Council of the City of San Clemente held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 CITY CLERK of the City of  
 San Clemente, California

Approved as to form:

\_\_\_\_\_  
 Elizabeth A. Mitchell, City Attorney

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS  
AND THE CITY OF SAN CLEMENTE  
REGARDING PRELIMINARY PLANNING ACTIVITIES FOR A  
REGIONAL BEACH SAND PROJECT**

**SANDAG CONTRACT NO. S1279214**

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This Memorandum of Understanding (MOU) is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments ("SANDAG") and the City of San Clemente.

**RECITALS**

WHEREAS, in 1996, SANDAG adopted the Shoreline Preservation Strategy (Strategy) that outlines an extensive beach building and maintenance program for the critical shoreline erosion areas in the region, containing a comprehensive set of recommendations on the beach building program and on financing and implementation; and

WHEREAS, in 2001, SANDAG successfully implemented a Regional Beach Sand Project (RBSP) that placed 2.1 million cubic yards of sand on 12 beaches in the San Diego region; and

WHEREAS, in 2012, SANDAG successfully implemented a second Regional Beach Sand Project (RBSP II) that placed 1.5 million cubic yards of sand on 8 beaches in the San Diego region; and

WHEREAS, in 2021, SANDAG adopted the 2021 Regional Plan, which includes a Sustainable Communities Strategy that promotes nature-based climate solutions as a climate adaption strategy; and

WHEREAS, the State of California has identified beach nourishment as a type of nature-based climate solutions; and

WHEREAS, the San Diego region is committed to implementing the Strategy; and

WHEREAS, the region's coastal cities representatives on the SANDAG Shoreline Preservation Working Group have expressed an interest and desire to initiate a Regional Beach Sand Project III (RBSP III); and

WHEREAS, a number of benefits, including recreational, economic, and public safety enhancements, protection of infrastructure, and increases in habitat, would occur as a result of beach nourishment; and

WHEREAS, the first Phase of a RBSP III would consist of preliminary planning activities that include updating the Feasibility and Economic Analysis completed in 2007, Phase I is funded by local jurisdictions and managed by SANDAG.; and

WHEREAS, the preliminary planning activities as identified in attachments to this MOU include updating the feasibility study and economic analysis done in 2007, determining lessons learned, identifying streamlining and cost saving options, and estimating the total cost for engineering, environmental and construction for a RBSP III (Preliminary Planning Activities); and

WHEREAS, on September 6, 2023, the City of San Clemente submitted a Letter of Interest in participating in Phase I: Preliminary Planning Activities; and

WHEREAS, the Oceanside Littoral Cell extends from Dana Point Harbor to Scripps Canyon offshore of La Jolla. The Cities located in the Oceanside Littoral Cell are Dana Point, San Clemente, Oceanside, Carlsbad, Solana Beach, Encinitas, Del Mar, portions of Orange County Parks, and portions of the City of San Diego; and

WHEREAS, the City of San Clemente is located in the Oceanside Littoral Cell and shares similar shoreline erosion and coastal sediment deficit problems experienced by Oceanside Littoral Cell cities; and

WHEREAS, the City of San Clemente believes approaching regional beach nourishment as a super-regional collaboration will reduce costs and enhance benefits to all cities located in the littoral cells; and

WHEREAS, SANDAG led a Request for Proposals through its Environmental On-Call to solicit Phase I - Preliminary Planning Activities that included an Optional Task to include the City of San Clemente to the Scope of Work. A consultant was awarded in November 2023; and

WHEREAS, activities identified within the Scope of Work include determining a lump sum cost for participating cities located outside the San Diego region (City of San Clemente) in order to participate in Phase I - Preliminary Planning Activities; and

WHEREAS, SANDAG requires a written funding commitment for each participating Coastal City prior to work beginning on the Preliminary Planning Activities; and

WHEREAS, this MOU does not and is not intended to commit any of the parties to working on any portion of the RBSP III beyond the stage of Preliminary Planning Activities; and

WHEREAS, the total contribution for the City of San Clemente to participate is \$109,511.85 (lump sum) for Preliminary Planning Activities necessary for the development of RBSP III; and

WHEREAS, the parties wish to memorialize their agreement in this MOU to carry out the purposes set forth above;

## **AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

### **SANDAG AGREES:**

1. To use the City of San Clemente's contribution solely to pay for Preliminary Planning Activities to evaluate the potential for RBSP III, which includes an investigation of offshore sand sources and preliminary project design for the preparation of a regional beach sand project. Funds will be kept by SANDAG in an interest-bearing account with interest credited to the City of San Clemente prorated to reflect its contribution to the Preliminary Planning Activities as compared to each participating City's contributions, until the completion of the Preliminary Planning Activities. Unused funds will be returned to each participating City on a similarly pro-rated basis.

2. To retain the original records for at least 5 years from the date of the Preliminary Planning Activities completion and make them available to the City of San Clemente upon request.
3. To not proceed beyond the first phase of Preliminary Planning Activities without assurances that each participating City has entered into a subsequent memorandum of understanding reflecting the jurisdiction's desire and commitment to participate in the RBSP III, reflecting approvals of appropriations for the phases of the RBSP III after Preliminary Planning Activities, the aggregate of which will fund the RBSP III.
4. Neither City of San Clemente, nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority, or jurisdiction delegated to SANDAG under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, SANDAG shall fully defend, indemnify, and save harmless City of San Clemente, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority, or jurisdiction delegated to SANDAG under this MOU.

**CITY OF SAN CLEMENTE AGREES:**

5. The City of San Clemente will approve an appropriation of \$109,511.85, such amount being its total contribution to SANDAG for the Preliminary Planning Activities, which funds will be paid to SANDAG prior to the start date of the Preliminary Planning Activities.
6. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City of San Clemente under or in connection with any work, authority, or jurisdiction delegated to City of San Clemente under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4 as well as the terms of this MOU, City of San Clemente shall fully defend, indemnify, and save harmless SANDAG, its Board of Directors, all its officers, and all its employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the City of San Clemente under or in connection with any work, authority, or jurisdiction delegated to City of San Clemente under this MOU.

**THE PARTIES MUTUALLY AGREE:**

1. That all obligations of SANDAG under the terms of this MOU are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.
2. Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG  
 401 B Street, Suite 800  
 San Diego, CA 92101  
 Attn: Courtney Becker

For [Insert Name Of Other Party]  
 [Insert Address1]  
 [Insert Address2]  
 Attn: [Insert Name]

3. This MOU shall continue in effect unless and until a party to the MOU gives 60 (sixty) days written notice of its desire to withdraw from the MOU.
4. In accordance with Public Utilities Code section 132354.1(b)(4), all parties shall maintain and make available for inspection all books, documents, papers, accounting records, emails and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the MOU to the SANDAG Independent Performance Auditor. All parties shall make such materials available at their respective offices at all reasonable times during the MOU period and for three years from the date of final payment under the MOU.
5. The indemnification and defense provisions of this MOU shall survive termination of the MOU.
6. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
7. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
8. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint ventures or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
9. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
10. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU.
11. Nothing in the provisions of this MOU commits either of the parties to working on and/or providing additional funding for any portion of the beach sand replenishment project beyond the stage of preliminary planning activities.
12. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.
13. This MOU may be executed and delivered by electronic signature.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the last date a party provides an electronic signature below.

SAN DIEGO ASSOCIATION OF  
GOVERNMENTS

[INSERT FULLNAME OF OTHER PARTY]

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**COLEEN CLEMENTSON**  
Chief Deputy Executive Director

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**[INSERT NAME]**  
[Insert Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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**Office of General Counsel**

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**Legal Counsel**

Exhibits:

- Project Scope of Work
- Project Budget
- Project Schedule