

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, July 19, 2013
TIME: 9:00 AM
PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

MEETING AGENDA

1. **Call to Order, Roll Call and Introductions – Jon Sharkey**
2. **Approval of Agenda and Filing of Certificate of Agenda Posting**
Action: Approve and file.
3. **Consideration and Approval of Minutes of the BEACON Meetings held May 17, 2013.**
Action: Approve and file.
4. **Public Comment and Other Matters not on the Agenda**
 - a. Receive public comments.
5. **Reports**
 - a. Reports from legislative offices.
 - b. Boating and Waterways.
 - c. Cal Coast.
6. **Fiscal Year 2013-14 Annual Staff/Consultant Agreements**
Action:
 - a. Approve Technical Advisor Services Contract in the amount of \$12,000 with Jim Bailard.
 - b. Approve Legal Services Contract for \$12,000 with Santa Barbara county Counsel.
 - c. Approve Auditor Services Contract for \$15,000 with Ventura county Auditor-Controller.
 - d. Approve Program Management Services Contract with Com3 Consulting for \$45,000.
7. **Beach Ecology Valuation Study of Santa Barbara and Ventura County Beaches.**
Action:
 - a. Receive and file report.
8. **Port Hueneme Beach Erosion**
Action:
 - a. Discuss options to mitigate erosion at Hueneme Beach.
9. **Executive Director's Report and Communications.**

Adjourn to next regular meeting, September 20, 2013 at 9:00 AM in Carpinteria City Hall



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Staff@Beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>

STAFF REPORT

Meeting Date: 7/19/13
Agenda Item: 3

To: BEACON Board of Directors
From: Brian Brennan
Date 7/19/13

**Subject: Consideration and Approval of Minutes of the
BEACON Meeting held May 17, 2013.**

REQUIRED ACTION:

a. Approve and file.



A California Joint Powers Agency

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County of Santa Barbara
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STAFF REPORT

Meeting Date: 07/19/13
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date 07/11/13

Subject: FY 2013-2014 Annual Staff/Consultant Agreements

REQUIRED ACTIONS:

- a. Approve Technical Advisor Services Contract in the amount of \$12,000 with Jim Bailard.
- b. Approve Legal Services Contract for \$12,000 with Santa Barbara county Counsel.
- c. Approve Auditor Services Contract for \$15,000 with Ventura county Auditor-Controller.
- d. Approve Program Management Services Contract with Com3 Consulting for \$45,000.

DISCUSSION:

Since BEACON has no employees, all functions are carried out by either member agencies' staff or contract consultants. For FY 13-14, BEACON expects to focus on the following core activities:

- ◆ Finalize/Approve BEACON's CRSMP Strategic Plan.
- ◆ Finalize work on the Coast of California Federal Authority RSM Project (WRDA 2013).
- ◆ Continue to support the Goleta Beach 2.0 Project.
- ◆ Continue development and permitting approval for the Goleta Bay Kelp Anchor Demonstration Project.
- ◆ Pursue funding opportunities for the Kelp Anchor Demonstration Project.
- ◆ Continue to serve as local sponsor for the USCOE's Oil Piers Artificial Reef Project and pursue Federal funding.
- ◆ Continue pursuit of re-permitting of the SCCBEP.
- ◆ Continue dialogue and planning with Caltrans District 7 for potential BEACON coastal access maintenance program along Route 101 in northern Ventura County.
- ◆ Pursue funding for the Rincon Parkway Nourishment Project.

The total proposed amount for annual agency/consultant services contracts is \$84,000, a decrease of \$14,887 from the adjusted FY12/13 Budget. This decrease is due large effort, utilizing grant funding, for the Federal Authorization Project, which is now nearing completion. In addition, last years budget included the cost for the biennial audit contract, which was completed.

All contract recommendations are based upon a consensus of BEACON's administrative staff and reflect the planned expectations of contracts and grants now approved. If additional projects are approved/funded during the fiscal year, additional services may be required.



A California Joint Powers Agency

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City of Oxnard
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City of Ventura
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County of Santa Barbara
County of Ventura

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Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>

Agreement Between

James A. Bailard

and

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
(BEACON)**

for

**Technical Advisor Services
FY 2013-2014**



This Agreement is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT, a California Joint Powers Agency hereinafter referred to as "BEACON", and JAMES A. BAILARD, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, the Governing Board of BEACON requires the services of an experienced oceanographer with special training, background, and experience to provide special services and oversee certain projects from time to time undertaken by BEACON, and

WHEREAS, CONTRACTOR has the necessary special training, background and experience to perform the services required;

NOW, THEREFORE, IT IS AGREED as follows:

1. CONTRACTOR, acting as an agent and duly authorized representative of BEACON, shall provide professional services for BEACON in connection with projects, programs and surveys undertaken in accordance with plans, specifications and guidelines approved by BEACON and in conformity with the conditions and directions authorized by BEACON.
2. CONTRACTOR, acting under the supervision of and at the direction of the Executive Director of BEACON or his deputy, who shall act in consultation with the Chair, shall perform services, as directed, in connection with the development, supervision, administration and analysis of the programs, projects and surveys undertaken by BEACON.
3. CONTRACTOR shall be responsible to:
 - a. Administer, coordinate, inspect and provide quality control in order to achieve a reasonable standard of performance by consultants, agents and employees of BEACON for whom CONTRACTOR has quality control responsibility.
 - b. Prepare studies and assessments for ongoing or potential BEACON projects.
 - c. Review deliverables prepared by consultants to BEACON as required.
 - d. Prepare and review forms for proposals and advertisements for notices to potential contractors, and other services in connection with the award of contracts.
 - e. Analyze and recommend regarding contract changes requested or found desirable during the course of a project.
 - f. Coordinate activities with BEACON staff and consultants to verify that work is to specification.
 - g. Provide guidance necessary to keep projects on schedule.
 - h. Supervise the maintenance of appropriate records and data.

- g. As required, furnish and update forecasts of cash flow requirements and deviations.
- h. Maintain reports on progress of the projects/programs.
- i. As needed, assist in the review and approval of billings and pay requests from contractors and make recommendations to BEACON regarding payments.
- j. Perform other special consultation, supervisory and professional services required by the Executive Director of BEACON.

4. BEACON agrees to pay CONTRACTOR at the rate of One Hundred and Twenty-five Dollars (\$125.00) for each hour actually and reasonably employed in the performance of services under this Agreement. Payment shall be based upon hourly work records, approved by the Executive Director of BEACON to the Auditor-Controller of the County of Ventura, and shall be paid within thirty days of approval unless otherwise addressed in Article 10 below. CONTRACTOR shall render itemized monthly statements to the BEACON Executive Director detailing payments earned and expenses incurred, upon claim forms as may be provided. CONTRACTOR shall keep records concerning reimbursable items on a generally recognized accounting basis and shall make such records available to BEACON for audit or inspections. CONTRACTOR shall be reimbursed for travel, meals, lodging and other expenses necessarily incurred in performance of the work assigned for expenses approved in advance by the Executive Director of BEACON. Such expenses may include the actual costs of automobile travel at the rate of \$.500 per mile; air fare and car rental necessarily incurred at actual cost; maps, drawings, reproductions, printed and presentation materials at actual cost incurred; overnight lodging and meals necessary when detained for the work assigned at actual cost (not to exceed \$85 per day for lodging and the following for meals: \$8 for breakfast, \$12 for lunch \$16 for dinner) and the actual costs of other materials, services and supplies as are approved in advance by BEACON Executive Director. Total payment for services, including reimbursable expenses under the provisions of this Agreement shall not exceed the sum of \$12,000.00 in any fiscal year, without approval of the Board of Directors of BEACON.

5. CONTRACTOR shall file such estimated state and federal earning statements and pay such taxes as may be required resulting from earnings under this contract. If BEACON is charged with any taxes, interest or penalties due by reason of CONTRACTOR's failure to comply with the terms of this paragraph, CONTRACTOR shall indemnify BEACON in full and BEACON may, in such case, withhold such sum from any funds due CONTRACTOR under this or any subsequent contract.

6. This agreement shall be for the term of one year commencing July 1, 2013 and ending June 30, 2014.

CONTRACTOR is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make

in carrying out the work as specified in this Agreement. CONTRACTOR makes no warranty, either expressed or implied, as to his findings, opinions, recommendations, factual presentations, or professional advice other than they were promulgated after following a practice usual to his profession.

8. CONTRACTOR shall indemnify, defend and hold BEACON, and its officers, agents and employees harmless from and against any liability for injuries to persons or damage to property which arise from negligent acts by CONTRACTOR in performing services under this Agreement.

9. This Agreement may be terminated by either party without cause or justification upon 14 days written notice of intent to terminate, or as may be otherwise agreeable to both parties.

10. BEACON reserves the right to retain ten percent (10%) of that portion of compensation invoiced to BEACON by CONTRACTOR that is to be reimbursed through a grant awarded to BEACON. Any retention withheld by BEACON will be released to CONTRACTOR upon release of grant funding by the Grant source.

11. At all times during the term of this Agreement, CONTRACTOR shall have and maintain a policy of liability insurance covering the use of automobiles in connection with the business of CONTRACTOR with a company or companies and in amounts which satisfy statutory minimums as required by law, or, at the direction of the Executive Director of BEACON, such higher limits as may be required by said Executive Director. At all times during the term of this Agreement, CONTRACTOR shall maintain a policy or policies of insurance with a company or companies satisfactory to the Executive Director of BEACON, providing coverage for errors and omissions in the performance of professional services, in an amount of at least One Million Dollars (\$1,000,000) and provide a certificate of such insurance which requires notice to BEACON at least thirty (30) days before cancellation.

12. This Agreement is entered into to secure the personal services of CONTRACTOR and neither the performance of this agreement nor the duties hereunder may be assigned, subcontracted or transferred by CONTRACTOR without the prior written consent of the Executive Director of BEACON.

13. CONTRACTOR understands and agrees that he is an independent contractor and not an employee of BEACON, and shall be free to exercise his own initiative, discretion and judgment in the performance of duties under this agreement, except as might otherwise be restricted herein.

14. Nothing in this Agreement restricts BEACON from applying its staff or personnel, or staff or personnel available from member agencies, volunteers, or other agents or contracted services to the tasks identified or to related or similar tasks or projects.

15. Hours to be worked by CONTRACTOR shall be approved by the BEACON Executive Director according to the requirements of the projects assigned and based upon the direct needs of BEACON.

16. CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement, he will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the services or duties to be performed under the provisions of this Agreement without the prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

17. CONTRACTOR shall maintain weekly contact with BEACON Executive Director during the progress of any programs, projects or surveys undertaken by BEACON and shall keep the Executive Director informed of the progress and all changes, deviations and alterations discovered or made known to CONTRACTOR during the course of the project.

18. All materials developed and or obtained pursuant to or by reason of employment under this agreement shall be and remain the property of BEACON and shall be returned to BEACON and protected by CONTRACTOR as necessary to maintain the rights and use of such property for BEACON.

IN WITNESS WHEREOF, BEACON and the CONTRACTOR have executed this agreement.

CONTRACTOR

BEACON

By: _____
Name: James A. Bailard
Title: _____
Date: _____

By: _____
Name: _____
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Senior Deputy County Counsel,
Counsel for BEACON

**AGREEMENT TO PROVIDE MANAGEMENT AND LEGAL SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT**

This agreement is made by and between the County of Santa Barbara for services of the County Counsel's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") and is entered into this 19th day of July, 2013, with respect to the following:

WHEREAS, BEACON is in need of legal services in connection with the execution of its duties; and

WHEREAS, the County Counsel, has been and is currently providing management and legal services to BEACON and BEACON desires to continue to receive legal services only through the County Counsel's Office; and

WHEREAS, the County Counsel is authorized to provide legal services to BEACON at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

NOW THEREFORE, to accomplish these objectives, County and BEACON enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2013, to and including June 30, 2014. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 3 of this agreement and as agreed to by both parties. Early termination may be made by either party upon ninety (90) days notice in writing.
2. **Scope of Services.** The County of Santa Barbara, through the County Counsel's Office, shall provide management and legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
 - a. **Counsel Services.** Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement or renewal of the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the Office of County Counsel effective during the term of the agreement. The current rate is \$140.00.

- c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Santa Barbara County Counsel.
4. **Fiscal year 2013/2014 Contract Costs.** Executive and managerial services costs for 2013/2014 are projected at \$12,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County Counsel will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Authorized travel shall be paid by County Counsel as part of overhead and will be reimbursed to staff members serving BEACON in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County Counsel shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the County Counsel's organization who will have the primary responsibility for providing the legal services. The County Counsel will meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** Statutory indemnification and contribution provisions as found in Government Code Title 1, Division 3.6, Chapter 21, Section 895 et seq. are applicable to this agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be Santa Barbara County, California.
11. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

Agreement To Provide Management and Legal Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 13-14

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

COUNTY OF SANTA
BARBARA, a political
Subdivision of the State of
California

BEACON, a California Joint
Powers Agency

By:
Name: DENNIS MARSHALL
Title: COUNTY COUNSEL
Date:

By:
Name:
Title: Chair, BEACON
Date:

Attest:

By:
Name: Brian Brennan
Title: Executive Director
Date:

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 13-14**

This agreement is made by and between the County of Ventura for services of the Auditor-Controller's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") and is entered into this 19th day of July, 2013, with respect to the following:

WHEREAS, BEACON is in need of financial and accounting services in connection with the execution of its duties; and

WHEREAS, the Auditor-Controller, as specified in the joint powers agreement, has been and is currently providing financial and accounting services to BEACON and BEACON desires to continue to receive those services through the Auditor-Controller's Office; and

WHEREAS, the Auditor-Controller is authorized to provide financial and accounting services to BEACON at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

NOW THEREFORE, to accomplish these objectives, County and BEACON enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2013, to and including June 30, 2014. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 3 of this agreement and as agreed to by both parties. Early termination may be made by either party upon ninety (90) days notice in writing.
2. **Scope of Services.** The County of Ventura, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can provide Request for Proposal services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
 - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement or renewal of the Agreement, the billing rate will be the Auditor-Controller various contract service rates adopted by the Board of Supervisors of the County effective during the term of the agreement.
 - b. **Other Accounting Services.** The costs for accounts payable services shall be charged at the County Board approved contract service rate for accounts payable transactions. Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance by both parties to this Agreement.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 13-14

- c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Board of Supervisors and the Ventura County Auditor-Controller. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by journal voucher.
4. **Fiscal year 2013-14 Contract Costs.** Accounting services costs for 2013-14 are not to exceed \$15,000 including accounting and accounts payable charges. Actual costs in excess of \$15,000 will be reimbursed per contract amendment or in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the Auditor-Controller will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The Auditor-Controller shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The Auditor-Controller may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** Statutory indemnification and contribution provisions as found in Government Code Title 1, Division 3.6, Chapter 21, Section 895 et seq. are applicable to this agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 13-14

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto and effective as of July 1, 2013.

COUNTY OF VENTURA , a
political Subdivision of the State of
California

BEACON, a California Joint Powers
Agency

By: _____
Name: _____
Title: AUDITOR-CONTROLLER
Date: _____

By: _____
Name: _____
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Senior Deputy County Counsel,
Counsel for BEACON

Agreement Between

COM3 Consulting Inc.

and

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND
NOURISHMENT
(BEACON)**

for

**Project Management Services
FY 2013-2014**



THIS AGREEMENT, made and entered into this 19th day of July 2013 by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and COM3 Consulting Inc., a California Corporation, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render professional and technical services for project management assistance to the BEACON in the implementation of beach enhancement projects during Fiscal Year 2013-2014.

NOW THEREFORE: the parties hereto do mutually agree as follows:

I. Agreement Organization and Content

This Agreement is fully comprised of these terms and the attached appendices: Appendix "A", Scope of Services; and Appendix "B", Compensation.

II. Services to be Performed by CONSULTANT

CONSULTANT agrees to perform and execute for the benefit of the BEACON the tasks, duties and responsibilities hereinafter referred to as Services and described in Appendix "A", Scope of Services.

III. Term of Agreement

CONSULTANT shall begin performance of the Services on July 1, 2013 and shall complete the Services on June 30, 2014. The term of the Agreement may be extended by Amendment to this Agreement.

IV. Compensation

For the performance of the Services, the BEACON agrees to pay CONSULTANT in the manner and at the times specified, the compensation set forth in Appendix "B", Compensation.

Total compensation paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed **\$56,750**.

V. Assignment and Subcontracting

None of the services covered by this Agreement shall be assigned or subcontracted by CONSULTANT without the prior written approval of the BEACON.

VI. Changes to Agreement

No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

BEACON may request, at any time, amendments to this Agreement and will notify the CONSULTANT in writing regarding changes. Upon a minimum of ten (10) days notice, the CONSULTANT shall determine the impact on both time and compensation of such changes and notify BEACON in writing. Upon agreement between BEACON and the CONSULTANT as to the extent of these impacts on time and compensation, an amendment to this agreement shall be prepared describing such changes. Such amendment shall be valid effective the date of final written approval by BEACON and the CONSULTANT or as otherwise designated in the amendment.

VII. Staffing

CONSULTANT represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONSULTANT specifies that Gerald Comati shall serve as Project Principal. All technical and professional work will be performed by Gerald Comati unless otherwise agreed to by BEACON. CONSULTANT'S staff assignments shall not be changed without the prior written consent of BEACON.

VIII. Termination of Agreement for Convenience

BEACON may terminate this Agreement at any time by giving notice to the CONSULTANT of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of BEACON, become its property. If this Agreement is terminated by BEACON, as provided herein, the CONSULTANT shall be reimbursed for expenses incurred prior to the termination date and receive fee in accordance with the cost provisions of this Agreement.

IX. Termination of Agreement for Cause

If through any cause the CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the CONSULTANT violates any of the covenants, terms, or stipulations of this Agreement, BEACON shall thereupon have the right to terminate the Agreement by giving not less than ten (10) days written notice to the CONSULTANT of the intent to terminate and specifying the effective date thereof. BEACON shall provide an opportunity for consultation with the CONSULTANT prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other materials prepared by the CONSULTANT under this Agreement shall, at the option of BEACON, become BEACON'S property, and the CONSULTANT shall be reimbursed for expenses incurred prior to the termination date, without fee, in accordance with the cost provisions of this Agreement.

X. Responsibility of CONSULTANT

All services performed by the CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state and local statutes, rules and regulations.

CONSULTANT agrees to remedy at its expense any professional services which are deficient because of its failure to perform said services in accordance with the standards imposed by law upon professional consultants performing services of a similar nature. Said deficiencies must be reported in writing to CONSULTANT within thirty (30) days after discovery thereof, but in no event later than one (1) year from the completion of the services.

Notwithstanding the provisions of Term XI, CONSULTANT'S liability to BEACON from any cause or combination of causes arising out of, or in connection with, this Agreement, shall not exceed in the aggregate the total compensation received by CONSULTANT under this Agreement and BEACON releases CONSULTANT from any liability in excess thereof. The foregoing aggregate limitation shall not include CONSULTANT'S responsibilities with respect to indemnities to BEACON under Term XI for personal injury or property damage incurred by third parties.

The release from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is

limited and shall extend to the related entities of such party and its and their directors, officers and employees.

Under no circumstances shall CONSULTANT be liable to BEACON for any consequential or incidental damages including but not limited to loss of use or loss of revenue.

XI. Indemnity

Each party will hold harmless, indemnify and defend the other party against all claims, demands, suits, judgements, expenses, and costs of any and every kind, insofar as it may legally do so, occurring or resulting from negligent or wrongful acts of the officers, agents, or employees of the indemnifying party in the performance of this Agreement.

XII. Insurance

CONSULTANT shall procure and maintain the following required insurance coverage during the performance of this Agreement:

- A. Workers' Compensation Insurance with an insurance company acceptable to BEACON. Statutory Workers' Compensation and Employer's Liability Insurance, with limits of at least One Million Dollars (\$1,000,000.00) shall cover all employees while performing any work incidental to the performance of this Agreement.
- B. General and Automobile Liability Insurance with insurance company or companies acceptable to BEACON. General Liability Insurance shall include personal injury liability with employee exclusion deleted and shall afford coverage for all premises and operations of the CONSULTANT and/or agents or subcontractors of CONSULTANT. Automobile Liability Insurance shall cover all non-owned motor vehicles, which are operated on behalf of CONSULTANT pursuant to activities hereunder. BEACON, its officers, employees and agents shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability insurance shall be at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per person and aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits

stated in the declarations, and if BEACON has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only. Current certificates for required insurance shall be maintained at all times during performance of this Agreement in BEACON office as a condition precedent to payment by BEACON under this Agreement. Failure to comply with the insurance requirements shall place CONSULTANT in default. Upon request by BEACON, CONSULTANT shall provide certified copies of any insurance policies to BEACON within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by BEACON.

XIII. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder, except the payment of money, to the extent that the performance of any such obligation is prevented or delayed by any cause existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. BEACON shall retain the right to terminate this Agreement if completion of services by CONSULTANT is delayed more than thirty (30) days due to any such cause.

XIV. Equal Employment Opportunity and Nondiscrimination

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin

or physical handicap in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

- C. Solicitations for Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or physical handicap.
- D. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.

F. Incorporation of Provisions: The CONSULTANT shall include the provisions of Paragraphs (A) through (F) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as BEACON may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request BEACON to enter into such litigation to protect the interests of BEACON, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XV. Audits

CONSULTANT shall maintain books, accounts and records of its recoverable costs in accordance with generally accepted accounting principles and practices. For the duration of the Agreement, and for a period of three (3) years thereafter, BEACON and its representatives shall have the right to examine during CONSULTANT'S normal business hours these books, accounts, records and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Agreement.

XVI. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the following:

To BEACON: Beach Erosion Authority for Clean Oceans and Nourishment
501 Poli St.
P.O. Box 99
Ventura, CA 93001
Attn: Brian Brennan, Executive Director

To CONSULTANT: COM3 Consulting Inc.
206 East Victoria Street
Santa Barbara, CA 93101
Attn: Gerald Comati P.E., President
Tax ID No: 77-0543593

XVII. Severability

In the event that any of the provisions, or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, BEACON and CONSULTANT shall negotiate an equitable adjustment in the provisions of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

XVIII. Ownership of Drawings and Data

All reports and other data developed by CONSULTANT shall become the property of BEACON when prepared, whether delivered to BEACON or not.

XIV. Fee Retention

BEACON reserves the right to retain ten percent (10%) of that portion of compensation invoiced to BEACON by CONSULTANT that is to be reimbursed through a grant awarded to BEACON. Any retention withheld by BEACON will be released to CONSULTANT upon release of grant funding by the Grant source.

*BEACON/COM3 Consulting Agreement
Project Management Services*

FY 2013-2014

IN WITNESS WHEREOF, BEACON and the CONSULTANT have executed this agreement.

CONSULTANT

BEACON

By: _____
Name: Gerald Comati
Title: President, COM3 Consulting Inc.
Date: _____

By: _____
Name: _____
Title: Chair, BEACON
Date: _____

Attest:

Attest:

By: _____
Name: Janean Comati
Title: Secretary, COM3 Consulting Inc.
Date: _____

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Senior Deputy County Counsel,
Counsel for BEACON

BEACON/COM3 Consulting Inc. Agreement *Fiscal Year 2013-2014*
Project Management Services - APPENDIX A – SCOPE OF SERVICES

1. General/Project Management

- a. Develop/maintain Project Status Reports for all projects with which BEACON is involved.
- b. Attend project status meetings as necessary.
- c. Report to BEACON Board on status of projects and project issues as required.
- d. Interface with Executive Director as it relates to on-going operations of BEACON.
- e. Interface with BEACON Legal Counsel on BEACON operational and project specific issues as required.
- f. Coordination with other agencies and entities to support beach enhancement opportunities and projects in the region.
- g. Assist Executive Director and other management team members in community outreach efforts for BEACON projects as required.
- h. Coordinate with Funding Agencies as required.

2. Consultant Contracts

- a. Prepare Consultant Contracts and Amendments.
- b. Review, evaluate and negotiate Consultant cost proposals for new services to BEACON.
- c. Review and comment on contract deliverables prepared by consultants.
- d. Track and monitor progress of consultant work.
- e. Serve as liaison between consultants and BEACON.
- f. Review and track expenditures by consultants.
- g. Prepare approval forms for consultant invoices.

3. Project Cost Estimates

- a. Develop/review capital cost estimates as required.

4. Schedules

- a. Develop project schedules as necessary.
- b. Maintain and update schedules through life of projects and provide copies to BEACON staff and Board of Directors.

5. Grant Opportunities and Consultant Selection

- a. In coordination with BEACON Executive Director and Technical Advisor prepare grant applications for new work as opportunities present themselves.
- b. Prepare Requests for Proposals (RFP) as required and coordinate Consultant selection process.

6. Budget

- a. In coordination with Auditor Controller track and maintain BEACON budgets and grant funding.
- b. In coordination with Auditor Controller develop annual budget.
- c. Review claims against grants prepared by Auditor Controller.
- d. Prepare invoice approval forms for all contractor invoices.

7. Specific Project Involvement

- a. Finalize BEACON's CRSMP Strategic Plan and oversee any Amendments to the CRSMP.
- b. Support Federal funding opportunities for Oil Piers Artificial Reef Project.
- c. Support USCOE regarding delivery of the Oil Piers Artificial Reef Project, including public outreach.
- d. Secure permit amendments/extensions for the South Central Coastal Beach Enhancement Project (SCCBEP).

BEACON/COM3 Consulting Inc. Agreement *Fiscal Year 2013-2014*
Project Management Services - APPENDIX A – SCOPE OF SERVICES

- e. Continue development and permitting approval for the Goleta Bay Kelp Anchor Demonstration Project.
- f. Pursue funding opportunities for installation of the Kelp Anchor Demonstration Project.
- g. Continue work on the inclusion of a California Regional Sediment Management Federal Authority Project in WRDA 2013.
- h. Continue to support the Goleta Beach 2.0 Project.
- i. Continue dialogue and planning with Caltrans District 7 for potential BEACON coastal access maintenance program along Route 101 in northern Ventura County.
- j. Provide support as needed to other local agencies towards the implementation of Single-use bag ban ordinances.
- k. Pursue funding and implementation of the Rincon Parkway Nourishment project.
- l. Pursue development of other BEACON projects.

PROJECT SCHEDULE

COM3 Consulting agrees to start the scope of services described above by July 1, 2013 and complete the scope by June 30, 2014.

Fiscal Year 2013/2014

July 19, 2013

Management Servic

Comments

Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.

STAFF REPORT

Meeting Date: 7/19/13
Agenda Item: 7

To: BEACON Board of Directors
From: Technical Advisor
Date 7/10/13

Subject: Beach Ecology Valuation Study of Santa Barbara and Ventura County Beaches

ACTION:

- a. Receive and file report

DISCUSSION:

Background

Beaches are a key attraction for residents and visitors in Santa Barbara and Ventura Counties. Tourism is an important source of revenue to the local economy and people pay a premium to live close to the beach. Coastal development and climate change are putting increasing pressure on sandy beaches, decreasing the area available for recreational beach use and ecological habitat. Policy makers, resource planners and end-users see a growing need to better manage sandy beach resources. While sandy beaches are highly valued for their economic and cultural importance, not as much attention has been given to their ecological value. Today, there is a small but growing body of data that shows sandy beaches to be an important reservoir of biodiversity and a source for important ecosystem benefits. Many of these benefits (e.g. food production, nutrient cycling and waste treatment) are important factors in supporting healthy beaches and public beach use.

Detailed information on sandy beach users' views and perceptions can assist decision makers in crafting better management policies and regulations for sandy beach ecosystems. Currently there is little information linking the behavior of sandy beach users (e.g. choice of beach, choice of recreational activities, spending) with their perceptions and attitudes about beach environmental quality and management. Because environmental conditions and perceptions of these conditions are not always in agreement, testing relationships between perception and reality is a critical step in developing better management practices.

Study

Dr. Phillip King of San Francisco State University and Aaron McGregor of the California Ocean Science Trust recently carried out a survey study of sandy beach users in the Santa Barbara County and Ventura County area. Funded by the California Department of Boating and Waterways, their effort was designed to test the environmental perceptions of beach users as a first step in understanding beach users' choices of destination



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
P.O. Box 99
Ventura, CA 93001

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

beacon.ca.gov

Internet:

<http://www.beacon.ca.gov>

Beach Ecology Evaluation Study

Friday, July 19, 2013

Page 2

FINDINGS:

Key findings for the average beach user were as follows:

- Access to the beach, water cleanliness, sand cleanliness, beach crowding, and beach size were considered the most important factors when selecting a sandy beach destination. The abundance of shorebirds, other wildlife and vegetation was also considered important.
- The most popular activities were walking and swimming/wading. About 1/3rd of the respondents said they participated in viewing shorebirds and other marine life.
- The presence of seawalls, revetments and groins had neither a negative or positive effect on the beach going experience.
- If charged with designing a program for beach cleaning, most respondents would not rake/groom the beach (i.e. remove crustaceans, wrack, shells or dried starfish).
- Stopping beach raking/grooming would not affect the choice of a particular beach as a destination.
- Most respondents did not feel to be well versed in the ecology of the beach (e.g. kelp, shells, shorebirds, invertebrates) and wanted access to more information.
- About 40% of respondents perceived the ecological condition of the beach to be healthy, 25% considered it to be unhealthy, and another 25% were unsure.
- More than 40% of respondents felt measures should be taken to manage the ecology of the beach while another 40% were unsure.
- An overwhelming majority of respondents felt an obligation to protect the ecology of the beach and were willing to pay about \$30/yr more in taxes to do so.
- Nearly half the respondents were out of town visitors who stayed overnight. Of these, about 75% stayed in fee-based facilities (i.e. hotels, beach rentals and camping sites).

STAFF REPORT

Meeting Date: 07/19/13
Agenda Item: 8

To: BEACON Board of Directors
From: Executive Director
Date 07/11/13

Subject: Port Hueneme Beach Erosion

ACTIONS:

- a. Discuss options to mitigate erosion at Hueneme Beach.

DISCUSSION:

In recent months Hueneme Beach has experienced extensive erosion such that the coastal road, Surfside Drive, is now being threatened. The erosion appears to be the result of the recent reduction in Federal dredging at Channel Islands Harbor and the subsequent reduction in the amount of dredged sands that are pumped down coast to directly feed Hueneme Beach. Options to resolve this situation include efforts to ensure the continuation of Federal dredging at Channel Islands Harbor as well as considering site specific nourishment opportunities at Hueneme Beach.

Federal funding reductions has forced reductions in the dredging at Channel Islands Harbor. This situation may be mitigated through new funding should we be successful in including the California Coast Regional Sediment Management Federal Authority language in WRDA 2013 (ongoing effort).

In addition, BEACON's Coastal Regional Sediment Management Plan (CRSMP), approved in 2010, identifies a beach nourishment/beach retention project at Hueneme Beach.



A California Joint Powers Agency

Member Agencies

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City of Ventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

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501 Poli St.
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