

## BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, January 16, 2015  
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 in July 2014.**  
**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. **2015 Meeting Schedule**  
**Action:** Consider and adopt meeting schedule for Calendar Year 2015.
7. **Auditor Controller's Recommended Actions**
  - a. Receive and file the Budget-to-Actual report for the year-to-date period ending December 31, 2014 (Exhibit 1).
  - b. Receive oral report regarding FY 12-13 Revenue Budget Line "9779 Other Grant Revenue" composition.
8. **Rincon Parkway Nourishment Project**
  - a. Discuss options for the Rincon Parkway Nourishment Project at Hobson Beach.
9. **Coastal Regional Sediment Management Plan (CRSMP)**
  - a. Receive a report from the Executive Director regarding strategy to amend BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address Sea Level Rise and Coastal Resilience.
  - b. Receive endorsement of the agreement with Marc Beyeler approved by the Executive director in the amount of \$3,500 to assist in assessing the scope of work to amend the CRSMP and to develop a grant application template for funding.
10. **Executive Director's Report and Communications.**

**Adjourn to next regular meeting, March 20, 2015 at 9:00 AM in Carpinteria City Hall**



A California Joint Powers Agency

#### Member Agencies

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City of Goleta  
City of Oxnard  
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City of Santa Barbara  
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**STAFF REPORT**

Meeting Date: 1/16/15  
Agenda Item: 3

To: BEACON Board of Directors  
From: Executive Director  
Date 1/16/15

**Subject: Consideration and Approval of Minutes of BEACON Meetings held in July 18, 2014.**

**REQUIRED ACTION:**

a. Approve and file.



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## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, July 18, 2014

**TIME:** 9:00 AM

**PLACE:** City of Carpinteria, Council Hearing Room

5775 Carpinteria Avenue, Carpinteria, CA. 93013

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<b>Item</b>	1	Call to Order, Roll Call and Introductions – Jon Sharkey.
<b>Minutes/ Actions:</b>		<p><b>Directors Present:</b></p> <ul style="list-style-type: none"> <li>• Jon Sharkey (City of Port Hueneme)</li> <li>• Greg Hart (City of Santa Barbara)</li> <li>• Janet Wolf (county of Santa Barbara)</li> <li>• Steve Bennett (County of Ventura)</li> <li>• Fred Shaw (City of Carpinteria)</li> <li>• Paula Perotte (City of Goleta)</li> <li>• Carmen Ramirez (City of Oxnard)</li> </ul>
<b>Item</b>	2	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file
<b>Minutes/ Actions:</b>		<b>Approved.</b>
<b>Item</b>	3	Consideration and Approval of Minutes of the BEACON Meetings held on May 16, 2014 Action: Approve and file.
<b>Minutes/ Actions:</b>		<b>Approved.</b>
<b>Item</b>	4	Public Comment and Other Matters not on the Agenda a. Receive public comments.
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Chairman Sharkey reported that the CA Coastal Commission had approved an emergency permit to construct additional revetment along Hueneme Beach.</li> <li>• Chairman Sharkey requested that consideration be given to holding some future Board Meetings at other member agency sites on a rotational basis.</li> </ul>
<b>Item</b>	5	Reports a. Reports from legislative offices. b. Boating and Waterways. c. Cal Coast.
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Executive Director Brennan reported that half of the funding had been approved by the State for the Rincon Parkway Nourishment Project.</li> </ul>
<b>Item</b>	6	Sea Cliff Specific Coastal Commission Impact Fee Action: Receive verbal report on the receipt of \$60,000 from the Sea Cliff Homeowners Association as sand impact fees
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Executive Director Brennan reported that BEACON had received the \$60,000 from the Sea Cliff Homeowners Association and the funds have been placed into a special account reserved for beach access or related BEACON projects at or near Sea Cliff .</li> </ul>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, July 18, 2014

**TIME:** 9:00 AM

**PLACE:** City of Carpinteria, Council Hearing Room  
5775 Carpinteria Avenue, Carpinteria, CA. 93013

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<b>Item</b>	7	<p><b>Auditor Controller's Recommended Actions</b></p> <p>a. Receive and file the Unadjusted Budget-to-Actual report for the year-to-date period ending June 30, 2014.</p> <p>b. Adopt Recommended Fiscal Year 2014-15 Budget.</p> <p>c. Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2014-2015 budget where the fiscal year 2013-2014 actual year-end closing fund balance differs from the budget estimate.</p>
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• <b>Actions:</b> Approve and file <b>Motion- Passed 7 ayes</b></li> <li>• <b>The Board approved actions a. b. and c.</b></li> <li>• <b>Supervisor Wolf requested that staff research revenue line "Other grant revenue (Bag Ban)" on FY12-13 Budget and report to the Board the grantors and amounts that compose this revenue source.</b></li> </ul>
<b>Item</b>	8	<p><b>BEACON Intern</b></p> <p>a. Meet and receive report on the BEACON Intern.</p>
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• <b>Claudia Avendano, a doctoral student at USC introduced herself and discussed what she hoped to achieve as a BEACON intern.</b></li> </ul>
<b>Item</b>	9	<p><b>FY 2014-2015 Annual Staff/Consultant Agreements</b></p> <p>a. Approve Technical Advisor Services Contract in the amount of \$12,000 with Jim Bailard.</p> <p>b. Approve Legal Services Contract for \$12,000 with Santa Barbara County Counsel.</p> <p>c. Approve Auditor Services Contract for \$15,000 with Ventura county Auditor-Controller.</p> <p>d. Approve Program Management Services Contract with COM3 Consulting for \$45,000.</p>
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• <b>All contracts were approved unanimously.</b></li> </ul>
<b>Item</b>	10	Executive Director's Report and Communications.
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Executive Director Brennan reported that he and ?? were in the process of submitting a coastal resiliency grant proposal to the CA Resource Agency (??) based in part on the dune restoration work done at Carpinteria State Beach.</li> </ul>

**Meeting Minutes by Jim Bailard, Technical Advisor, BEACON.**

**Adjourn to next regular meeting, September 19, 2014 at 9:00 AM in Carpinteria City Hall**

**STAFF REPORT**

Meeting Date: 1/16/15  
Agenda Item: 6

To: BEACON Board of Directors  
From: Executive Director  
Date 1/16/15

**Subject:** 2015 Proposed Meeting Dates

**REQUIRED ACTION:** Consider and adopt meeting schedule for Calendar Year 2015

**DISCUSSION:**

It is proposed that BEACON's usual bi-monthly meeting schedule continue for 2015 starting on the 3rd Friday in January, and then continuing on the third Friday on alternating months. As before, all meetings will be in Carpinteria, unless otherwise designated by the Board.

The proposed remaining schedule is as follows:

- January 16, 2015
- March 20, 2015
- May 15, 2015
- July 17, 2015
- September 18, 2015
- November 20, 2015



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**STAFF REPORT**

Meeting Date: January 16, 2015  
Agenda Item: 7

To: BEACON Board of Directors  
From: Ventura County Auditor-Controller's Office  
Date: January 16, 2015

**Subject:** Auditor-Controller Recommended Actions

**Recommendations:**

- a. Receive and file the Budget-to-Actual report for the year-to-date period ending December 31, 2014 (Exhibit 1).
- b. Receive oral report regarding FY 12-13 Revenue Budget Line "9779 Other Grant Revenue" composition.

**Discussion for Recommendation a:**

Receive and file report from Ventura County Auditor-Controller's Office on Budget-to-Actual for Fiscal Year 2014-15 for the period ending December 31, 2014 (Exhibit 1).

**Discussion for Recommendation b:**

At the July 18, 2014 Board Meeting an inquiry arose regarding the FY 12-13 Revenue Budget Line "9779 Other Grant Revenue" presented on the comparative columns of the FY 14-15 Adopted Budget. Staff were instructed to research the various grants that composed the \$10,000 Revenue Budget Line and to present the results to the Board.

Staff has identified that there were two grants that composed Revenue Budget Line 9779, both grants were for the exclusive use of the Bag Ban Environmental Impact Report (EIR). A \$5,000 grant from Orfalea Fund provided by the Orfalea Foundation, and a \$5,000 grant from the Coastal Fund provided by UC Santa Barbara Associated Students.

Both grants were one-time grants and therefore do not appear on any subsequent fiscal budgets.



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**BEACON FUND 7125**  
**YEAR TO DATE BUDGET TO ACTUAL FY 2014-15**  
**FOR THE MONTH ENDING DECEMBER 31, 2014 (50.0% of year)**

Org	Account Number	Title	BUDGET			ACTUAL YTD				
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	Variance Favorable (Unfavorable)	
<b>UNASSIGNED FUND BALANCE</b>										
		Beginning Balance	67,289		67,289	77,557.00		77,557.00	10,268.00	
	5395	Unassigned Fund Balance	67,289	-	67,289	77,557.00		77,557.00	10,268.00	
<b>REVENUE</b>										
9601	8911	Interest Earnings	430		430	86.32		86.32	(343.68)	20%
9601	9372	Member Dues/Assessments	103,000		103,000	103,000.00		103,000.00	-	100%
9608	9161	State Aid - CSMMP	-		-	-		-	-	0%
9614	9161	State Aid - RSM-FA	-		-	-		-	-	0%
		<b>Total Revenue</b>	<b>103,430</b>	<b>-</b>	<b>103,430</b>	<b>103,086.32</b>		<b>103,086.32</b>	<b>(343.68)</b>	<b>100%</b>
		<b>TOTAL SOURCES</b>	<b>170,719</b>	<b>-</b>	<b>170,719</b>	<b>180,643.32</b>		<b>180,643.32</b>	<b>9,924.32</b>	<b>106%</b>
<b>EXPENDITURES</b>										
9601	2072	Insurance Premiums	3,500		3,500	3,241.16		3,241.16	258.84	93%
9601	2141	Membership Dues (Cal Coast)	2,000		2,000	-		-	2,000.00	0%
9601	2159	Misc Payments/Pub Ed + Travel	3,000		3,000	-		-	3,000.00	0%
9601	2179	Misc Office Exp/Public Relations	1,000		1,000	-		-	1,000.00	0%
9601	2180	Spec Off Exp (Website, Teleph, Pub Info)	1,000		1,000	-		-	1,000.00	0%
9601	2303	Accounting Svcs - Co of Ventura	15,000		15,000	(5,856.67)		(5,856.67)	20,856.67	-39%
9601	2304	Tech Advisor Svcs - J Bailard	12,000		12,000	-	12,000.00	12,000.00	-	100%
9601	2305	Proj Mgmt - COM3	45,000		45,000	19,719.69	25,280.31	45,000.00	-	100%
9601	2306	Attorney Svcs - Co of Santa Barbara	12,000		12,000	-	12,000.00	12,000.00	-	100%
9601	2307	Biennial Audit Services - Collins	5,000		5,000	-		-	5,000.00	0%
9601	2313	Tech Svcs - SAIC	-		-	647.86		647.86	(647.86)	0%
9601	2318	SCCBEP Permit Renewals	10,000		10,000	-		-	10,000.00	0%
9601	2320	Kelp Anchor Permits	4,000		4,000	-		-	4,000.00	0%
9601	2321	Permit/Planning Fees	-		-	-		-	-	0%
9601	2323	Admin/Legal - Bag Ban	-		-	-		-	-	0%
		<b>Overhead</b>	<b>113,500</b>	<b>-</b>	<b>113,500</b>	<b>17,752.04</b>	<b>49,280.31</b>	<b>67,032.35</b>	<b>46,467.65</b>	<b>59%</b>
9608	2313	CSMMP - Turb Study - SAIC	-		-	207.74		207.74	(207.74)	0%
		<b>Grant - CSMMP</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>207.74</b>	<b>-</b>	<b>207.74</b>	<b>(207.74)</b>	<b>0%</b>
		<b>Total Overhead, Grant Expenditures</b>	<b>113,500</b>	<b>-</b>	<b>113,500</b>	<b>17,959.78</b>	<b>49,280.31</b>	<b>67,240.09</b>	<b>46,259.91</b>	<b>59%</b>
9601	6101	Contingency	57,219		57,219	0.50		-	57,219.00	0%
		<b>TOTAL EXPENDITURES</b>	<b>170,719</b>	<b>-</b>	<b>170,719</b>	<b>17,959.78</b>	<b>49,280.31</b>	<b>67,240.09</b>	<b>103,478.91</b>	<b>39%</b>
		<b>Ending Unassigned Fund Balance</b>			<b>-</b>			<b>162,683.54</b>		

Note: Amounts with "( )" in the ACTUAL column reflect FY14 accruals in excess of actual expenditures to date

## **STAFF REPORT**

Meeting Date: January 16, 2015  
Agenda Item: 08

To: BEACON Board of Directors  
From: Executive Director  
Date December 29, 2014

**Subject:** Rincon Parkway Nourishment Project

### **ACTIONS:**

- a. Discuss options for the Rincon Parkway Nourishment Project at Hobson Beach.

### **BACKGROUND:**

The Rincon Parkway coastline has excellent public access but suffers from a high rate of beach erosion due to infrastructure encroachment. Most of the encroachment took place during the late 1960's when a section of US Highway 101 was relocated into the nearshore zone near Sea Cliff Beach. This interrupted the longshore sand transport resulting in widespread erosion of downcoast beaches. Over time, an extensive system of seawalls and revetments were built to combat storm wave damage so that today Rincon Parkway is one of the most heavily fortified sections of coastline in California.

As has been reported previously to the Board, BEACON has requested funding from the California Division of Boating and Waterways for a beach nourishment project to help mitigate impacts of infrastructure encroachment along Rincon Parkway beaches. The Rincon Parkway Nourishment Project would place approximately 400,000 CY of beach quality sand at Hobson Beach, located just down coast from Sea Cliff. Nourishment sand would come from the Ventura Harbor sand trap, and it was anticipated that excavation of the sand would be accomplished by the US Army Corps of Engineers (USACE) by incorporating the project within the Port District's annual federal maintenance dredging program.

Initial funding in the amount of \$2.1 M for the Rincon Parkway Nourishment Project was included in the approved State Budget for FY2014/15. It is the intent of the Division of Boating and Waterways to include an additional \$2.7M in the State Budget for FY2015/16. An agreement between The California Division of Boating and Waterways and BEACON is under preparation. The Division of Boating and Waterways requires a local match of 15%. BEACON does not currently have the funds for the match, so staff is pursuing grant opportunities.

BEACON have met with representatives of Ventura Harbor to discuss the proposed project and to seek their support in coordinating the effort with the USCOE's annual harbor dredging. They indicated they were generally supportive of the effort provided it didn't reduce the total amount of sand removed from the harbor or interfere with normal timing of the annual dredging. In addition, in December 2014 BEACON staff met with USACE staff at their LA District offices to discuss the concept of a joint dredging effort to support the proposed BEACON project. During the meeting, various options were discussed and potential obstacles to proceed identified. Following the meeting, BEACON staff and the Executive Director met and the following options were formulated along with their associated benefits and risks.



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BEACON BOARD OF DIRECTORS' MEETING

Friday, January 16, 2015

Page 2

Options for use of the \$4.8M of Division of Boating and Waterway Grant Funding:

<b>Option 1 – Independent Project</b>	
Description	Nourish Hobson Beach with 400,000 CY of sand taken from Ventura Harbor sand trap as an independent project with no collaboration with the USACE.
Benefits	<ol style="list-style-type: none"> <li>1. Removes programmatic and legal complications in dealing with the USACE.</li> <li>2. Maximizes benefit to Ventura Harbor.</li> </ol>
Risks/Flaws	<ol style="list-style-type: none"> <li>1. Increases project cost to above \$5M.</li> <li>2. Without additional grant funding, will likely reduce amount of sand placed on Hobson Beach to less than 400,000 CY.</li> <li>3. Places full burden of securing environmental approval and permitting on BEACON.</li> </ol>

<b>Option 2 – Collaboration with USCOE</b>	
Description	Nourish Hobson Beach with 400,000 CY of sand taken from Ventura Harbor sand trap through a “Contract Option” within the USCOE Federal Dredging Contract for Ventura Harbor.
Benefits	<ol style="list-style-type: none"> <li>1. Reduces or removes burden of environmental approval and permitting from BEACON.</li> <li>2. Places responsibility for execution of project with USACE.</li> </ol>
Risks/Flaws	<ol style="list-style-type: none"> <li>1. Requires the drafting, negotiation, and approval of a complex and time consuming Memorandum of Agreement (MOA) between BEACON and USACE.</li> <li>2. Provides no guarantee that the USACE will ultimately solicit and receive a favorable bid price for the Contract Option work.</li> <li>3. Provides no guarantee that the USACE would award the contract Option and direct the Federal Dredging Contractor to place sand on Hobson Beach.</li> <li>4. Provides no guarantee of the amount of sand that Federal Dredging Contractor will place on Hobson Beach.</li> </ol>

<b>Option 3 – Provide Grant Funding to Harbors</b>	
Description	Step away from the Hobson Beach Nourishment project and recommend to DBAW that a share of the Grant Funding (\$4.8M) be directed to each of the three harbors within the BEACON jurisdiction (Santa Barbara, Ventura and Channel Islands).
Benefits	<ol style="list-style-type: none"> <li>1. Provides immediate and direct benefit to harbors and to down coast beaches receiving the dredged harbor sand.</li> <li>2. Eliminates additional environmental or permitting requirements.</li> </ol>
Risks/Flaws	<ol style="list-style-type: none"> <li>1. Unlikely that the Division of Boating and Waterways would agree to this use of the grant funding.</li> <li>2. Does not break any new ground or further BEACON’s CRSMP data needs.</li> </ol>

<b>Option 4 – Fund Oil Piers Artificial Reef Project</b>	
Description	Step away from the Hobson Beach Nourishment project and recommend to DBAW that the Grant Funding (\$4.8M) be applied directly to the USCOE for use in constructing the Oil Piers Artificial Reef Project.
Benefits	<ol style="list-style-type: none"> <li>1. Allows the USCOE to complete the Oil Piers Artificial Reef Project – an innovative demonstration project that has a completed design and could be shovel ready by summer 2015.</li> <li>2. Completion of the Oil Piers Project will break new ground and provide important “proof of project” data for proposed BEACON CRSMP capital projects.</li> </ol>
Risks/Flaws	<ol style="list-style-type: none"> <li>1. The Division of Boating and Waterways may not agree to this use of the grant funding.</li> </ol>

## **STAFF REPORT**

Meeting Date: January 16, 2015  
Agenda Item: 09

To: BEACON Board of Directors  
From: Executive Director  
Date December 29, 2014

**Subject:** Coastal Regional Sediment Management Plan (CRSMP)

### **ACTIONS:**

- a. Receive a report from the Executive Director regarding strategy to amend BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address Sea Level Rise and Coastal Resilience.
- b. Receive endorsement of the agreement with Marc Beyeler approved by the Executive director in the amount of \$3,500 to assist in assessing the scope of work to amend the CRSMP and to develop a grant application template for funding.

### **DISCUSSION:**

#### **Background**

BEACON's Coastal Regional Sediment Management Plan (CRSMP) was adopted by the Board in January 2009. The CRSMP identifies policy, strategy and capital projects between Point Conception and Point Mugu. The Plan's recommendations at the time of preparation were comprehensive and established the foundation of a BEACON implementation plan for the next twenty years. However, due to the uncertainty of data at the time, the Plan did not take into account Sea Level Rise and Storm inundation. In 2010 BEACON approved a Programmatic Environmental Impact Report (EIR) on the recommended capital projects in the CRSMP. The approved Programmatic EIR will help BEACON secure future grant funding for capital projects and establishes a basis for future project specific environmental reviews. BEACON staff has also been preparing a BEACON Strategic Plan. The Strategic Plan takes the recommendations of the CRSMP, expands on the scope, duration and cost of each activity or project, evaluates funding options, prioritizes the activities and projects and ultimately defines an implementation strategy in terms of schedule, funding and alliances. Finalization of the Strategic Plan and presentation to the Board has been delayed while the issues of Seal Level Rise and Coastal Resilience are considered.

#### **Seal Level Rise and Coastal Resilience**

Ventura County sponsored the preparation of a Sea Level Rise and Storm Inundation Model in 2013 and the County of Santa Barbara anticipates completion of a similar model for its southern coastline by spring 2015. Once the Santa Barbara model is complete, coastal and storm impact flooding inundation data available for use from Point Conception to Point Mugu.



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## **AGREEMENT FOR SERVICES**

This Agreement is entered into by:

**BEACON** (“Client”)

And

**Marc Beyeler** (“Contractor”)

Principal/Senior Associate

MBA Associates

111 El Camino Real

Berkeley, CA 94705

Phone: 510-316-6095

e: marcbeyeler@mac.com

### **I. SCOPE OF WORK.**

A. **SCOPE OF WORK:** Contractor shall review the adopted BEACON Coastal Regional Sediment Management Plan (CRSMP) and recommend strategies on how to amend the Plan to address Coastal Resilience and Sea Level Rise and ensure maximum and achievable benefit; and, prepare a Project Description for use in securing grant funding for the technical and management effort required for the Amendment. (“Services”).

B. Contractor will be responsible for all aspects of this assignment, including collecting, organizing and presenting the data. Contractor shall produce one hardcopy summary spreadsheet, an electronic file copy, and attend one meeting to present the data and information.

C. **CONTRACT PERIOD:** December 1, 2014 – March 1, 2015.

### **II. COMPENSATION AND EXPENSES**

A. **FEES:** As compensation for Contractor’s work as defined in I.A. above, Client shall pay Contractor \$3,500.00 for Contractor’s time and expenses related to completing this Agreement. The Contractor shall not exceed this amount and these funds shall cover all direct and indirect expenses and Contractor’s time during the Contract Period. Client shall pay Contractor a retainer of \$1,750.00 upon execution of this Agreement, which shall be credited toward the completion of this project.

B. **EXPENSES:** Client shall reimburse Contractor for expenses related to the performance of services described in this Agreement. The Client shall approve any changes to the approved budget.

C. **BILLING:** Contractor will submit an invoice to Client not more than monthly and will be reimbursed within 30 days of Client’s receipt.

### **III. INDEPENDENT CONTRACTOR; TAXES**

A. **NOT AN EMPLOYEE:** Regardless of any functional title or work description, Contractor is an independent contractor and not an employee of Client. If Client decides to hire the Contractor as an employee at some future date, the fee set forth in this Agreement does not set a precedent for a regular salary figure. If applicable, any regular future salary would be negotiated upon date of hire.

B. NO BENEFITS: Contractor shall not be eligible for any of the benefits paid to employees of Client, including but not limited to workers' compensation and health insurance. Contractor shall provide evidence of insurance prior to starting this assignment.

C. TAXES: Contractor agrees to be responsible for any and all filing of payment of taxes applicable to its performance of services under this Contract, including the Services, and for compliance with any and all provisions requirements arising under the tax law(s) of the State of California. No federal, state or local income tax, or any payroll tax of any kind shall be withheld or paid by Client on behalf of Contractor.

#### IV. LIABILITY; INDEMNIFICATION

A. LIMITATION OF LIABILITY: Neither Client nor any of its agents, employees, representatives, directors or officers shall be liable for any personal injury to or death of Contractor or Contractor's agents, representatives or subcontractors, however caused, or any damage to or loss of property of Contractor, however caused.

B. PERMISSION TO USE INFORMATION: Client represents and warrants that to its knowledge, all data, information and documents furnished by it or its partners to Contractor for purposes of performing the Services ("Information") are accurate, and Client grants Contractor and its representatives permission to use the Information as is necessary to the performance of the Services.

C. INDEMNIFICATION: Client agrees to indemnify, protect, defend and hold Contractor and its representatives harmless from all claims, demands, suits or actions which may be asserted by any third party against Contractor for any kind of liability, including without limitation, damage or injury to property or persons, and incidental and consequential damages sustained by any third party because of the use by Contractor of Information for purposes of performing the Services, provided that Contractor promptly notifies Client of any such claim, demand, suit or action in writing and tenders to Client the opportunity to settle such claim, demand, suit or action at Client's expense and cooperates with Client in settling such claim, demand, suit or action. Client agrees to indemnify Contractor for any reasonable attorney's fees or other costs incurs in defending against such actions.

#### V. CANCELLATION

Either party may terminate this Agreement upon 15 days written notification to the address listed above without penalty.

#### VI. OTHER

A. ASSIGNMENT: Contractor shall not assign, encumber or otherwise transfer this Agreement or any rights granted hereunder without the prior written consent of Client, which consent Client may withhold for any reason.

B. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall insure to the benefit of and shall be binding upon the parties, their respective successors and permitted assigns.

C. AMENDMENT; WAIVER: This Agreement may be amended, modified or supplemented only written instrument signed by both parties. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict adherence to the terms of this Agreement shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach.

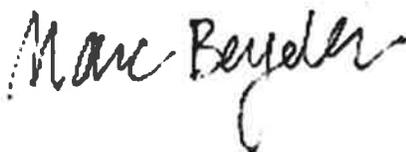
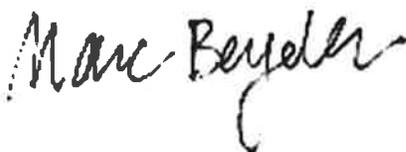
D. ARBITRATION: The parties agree that any dispute regarding the terms of this Agreement, the performance of any party hereunder, or any other matter related hereto shall be resolved by binding arbitration to be held in San Francisco, California under the auspices and pursuant to the applicable rules of the American Arbitration Association.

E. MISCELLANEOUS: This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Section headings used herein are inserted for convenience only and are not part of this Agreement.

This Agreement shall be effective as of December 1, 2014.

By:   
\_\_\_\_\_  
Brian Brennan,  
BEACON

Date: 12/01/14

By:    
\_\_\_\_\_  
Marc Beyeler  
Contractor

Date: 12-01-2014

## BEACON BOARD OF DIRECTORS' MEETING

Friday, January 16, 2015

Page 2

With the available Seal Level Rise and Storm Inundation Models for the two counties, BEACON staff is recommending a full assessment and ultimately an Amendment of the approved BEACON CRSMP. The main objectives of this effort will be to:

- Assess the benefit of the Capital Projects identified in the CRSMP and recommend whether they should remain in the Plan, be modified, or deleted.
- Identify other Capital Projects currently not in the Plan.
- Assess the Studies and Policy efforts currently identified in the CRSMP recommend whether they should remain in the Plan, be modified, or deleted.
- Identify other Studies and Policy efforts currently not in the Plan.

### **Contract with Marc Beyeler**

In December 2014 the Executive Director approved a contract with Marc Beyeler, Principal of MBA Associates, in the amount of \$3,500 to assist BEACON staff in assessing the scope of work to amend the CRSMP and to develop a grant application template for funding. Mr. Beyeler worked for over 20 years with the Coastal Conservancy and is now providing consultant services for coastal related projects.