

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Thursday, March 26, 2015
TIME: 9:00 AM
PLACE: Santa Barbara county Board of Supervisors Meeting Room
105 E. Anapamu Street, 4th Floor, Santa Barbara

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 January 2015.**
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. **Auditor Controller Recommended Actions**
 - a. Receive and file Recommended Fiscal Year 2015-16 Budget (Exhibit 1).
 - b. Approve Membership dues for Fiscal Year 2015-16.
 - c. Receive and file the Budget-to-Actual report for the year-to-date period ending February 28, 2015 (Exhibit 2).
 - d. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 8/10th vote):

INCREASE- Other Professional & Spec Services	\$ 3,500
DECREASE- Misc Payments/Pub Ed + Travel	\$ 3,000
DECREASE- Misc Office Exp/Public Relations	\$ 500
INCREASE- Misc Office Exp/Public Relations	\$ 500
INCREASE- Other Professional & Spec Services	\$ 2,500
DECREASE- Spec Off Exp (Website, Tel, Pub)	\$ 1,000
DECREASE- Kelp Anchor Permits	\$ 2,000
INCREASE- Biennial Audit Services	\$ 3,000
DECREASE- SCCBEP	\$ 3,000
 - e. Approval of Biennial Audit Contract in the amount of \$8,000 (Exhibit 3).
7. **Contract with Webmaster for BEACON Website Redesign**
 - a. Approve a contract with Pamela Baumgardner – Websites, to update and redesign the BEACON Website for a not to exceed amount of \$2,500.
8. **Coastal Regional Sediment Management Plan (CRSMP)**
 - a. Receive a report from the Executive Director and Marc Beyeler regarding a strategy to amend BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address Sea Level Rise and Coastal



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>

Resilience.

9. Debris Basins

- a. Receive a report discussing the regional benefits of entering partnerships with the Flood Control Agencies of Santa Barbara and Ventura Counties to discuss collaborative projects to modify existing debris basins to allow sediment transportation.

10. Kelp Anchor Demonstration Project

- a. Receive a report on the status of the Kelp Anchor Demonstration Project and provide direction on how to proceed.
- b. Authorize the Executive Director to accept and execute the Coastal Commission Permit.

11. Rincon Parkway Nourishment Project

- a. Receive a report on recent developments for the Rincon Parkway Nourishment Project at Hobson Beach.

12. Single-Use Plastic Bag Ban

- a. Discuss the State-Wide Plastic Bag Ban.

13. Executive Director's Report and Communications.

Adjourn to next regular meeting, May 15, 2015 at 9:00 AM in Carpinteria City Hall

STAFF REPORT

Meeting Date: 3/26/15
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date 3/26/15

Subject: Consideration and Approval of Minutes of BEACON Meeting held in January 16, 2015

REQUIRED ACTION:

a. Approve and file.



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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 16, 2015

TIME: 9:00 AM

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

Item	1	Call to Order, Roll Call and Introductions – Jon Sharkey.
Minutes/ Actions:		<p>Directors Present:</p> <ul style="list-style-type: none"> • Jon Sharkey (City of Port Hueneme) • Salud Cabajal (County of Santa Barbara) • Janet Wolf (County of Santa Barbara) • Steve Bennett (County of Ventura) • John Zaragoza (County of Ventura) • Christy Weir (City of Ventura) • Fred Shaw (City of Carpinteria) • Paula Perotte (City of Goleta) • Carmen Ramirez (City of Oxnard)
Item	2	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file
Minutes/ Actions:		Approved.
Item	3	Consideration and Approval of Minutes of the BEACON Meetings held on July 18, 2014 Action: Approve and file.
Minutes/ Actions:		Approved.
Item	4	Public Comment and Other Matters not on the Agenda a. Receive public comments.
Minutes/ Actions:		<ul style="list-style-type: none"> • Director Salud Carbajal reported that the Recommendations of President’s State, Local and Tribal Leaders Task Force on Climate Preparedness and Resilience is complete and includes the input provided from BEACON Staff. Salud indicated that he would forward to BEACON Staff and Directors a link to the Recommendations document. ACTION.
Item	5	Reports a. Reports from legislative offices. b. Boating and Waterways. c. Cal Coast.
Minutes/ Actions:		<ul style="list-style-type: none"> • There were no reports from legislative offices or other entities/agencies. • Executive Director Brennan reported that he will keep the legislative staffs of Federal Congress members Lois Capps and Julia Brownley as well as State Senator Hana-Beth Jackson and State Assembly Members Das Williams and Jeff Gorell up to speed on what BEACON is doing by setting up meeting with their staff and emailing summaries of active projects. ACTION.
Item	6	2015 Meeting Schedule Action: Consider and adopt meeting schedule for Calendar Year 2015.

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PLACE: City of Carpinteria, Council Hearing Room

5775 Carpinteria Avenue, Carpinteria, CA. 93013

Minutes/ Actions:		Approved as follows: <ul style="list-style-type: none">• January 16, 2015• March 20, 2015• May 15, 2015• July 17, 2015• September 18, 2015• November 20, 2015
Item	7	Auditor Controller's Recommended Actions <ul style="list-style-type: none">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
Minutes/ Actions:		<ul style="list-style-type: none">• No discussion. Approved.

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Item	8	<p>Rincon Parkway Nourishment Project</p> <p>a. Discuss options for the Rincon Parkway Nourishment Project at Hobson Beach</p>
Minutes/ Actions:		<ul style="list-style-type: none"> • Executive Director Brennan explained that BEACON had secured \$2.1M from the Division of Boating and Waterways as a first installment of funding a project to nourish Hobson Beach. • Program Manager Comati explained that Staff had met with staff from the Ventura Harbor District, the USCOE and the Division of Boating and Waters to discuss various options for delivering the project. The biggest obstacles are the cost/funding for the project and the challenges of performing an efficient/effective cooperative project with the USACOE. • Of the project options outlined in the Staff Report, it was explained that Option 1, “Independent Project” (without USACOE involvement) would realistically be too expensive with a price tag of \$12M. • Based on feedback from the division of Boating and Waterways, Option 3, “Provide Grant Funding Harbors” cannot be approved by the State due to the different project description. • Gerald Comati also explained that the Oil Piers Project (artificial reef at Oil Piers) was discussed at some length with the Division of Boating and Waterways Staff. The project, which has been in process by the USACOE and BEACON for 10 years consists of an artificial offshore reef (giant geotextile filled sand bags) that would retain sand placed on the eroded Oil Piers Beach while at the same time recreate a surf break at this beach. The Oil Piers Project has been designed and now requires funding for installation/construction (approx. \$6M). • The Oil Piers project provides long term beach stability and recreational benefits and was positively viewed by the DBAW Staff. However, the transfer of the State funds into the Oil Piers Project as recommended in Option 4 may be difficult to achieve. State staff recommended that BEACON submit a new, independent grant fund request for the Oil Piers Project. • The Board directed Staff to: <ul style="list-style-type: none"> ○ remove Options 1 and 3 from further consideration. ACTION. ○ submit a grant request for the Oil Piers Project. ACTION. ○ proceed with Option 2 (“Collaboration with USCOE”) for the Rincon Parkway Project and continue working with the USCOE to develop a collaborative project to nourish Hobson Beach. ACTION. • The Board approved an ex-agenda item authorizing the Executive Director to submit a grant request to the Division of Boating and Waterways for supplemental funding for the completion and construction of the Oil Piers Project and to have the Chair execute a Resolution approving the grant request.

Item	9	<p>Coastal Regional Sediment Management Plan (CRSMP)</p> <p>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.</p> <p>b. Receive endorsement of the agreement with Marc Beyeler approved by the</p>
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		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.
Minutes/ Actions:		<ul style="list-style-type: none"> • Executive Director Brennan gave a Power Point presentation explaining the need for an amendment to the existing BEACON Coastal Regional Sediment Management Plan (CRSMP) in order to accommodate Sea Level Rise, Coastal Resilience and Climate Change. At the time of the Board’s approval of the BEACON CRSMP in 2009, the guidance and projections for Seal Level Rise had not been established. This guidance is now available as are sea level rise inundation studies in Ventura and Santa Barbara counties that have been recently completed or are now underway. • Executive Director Brennan indicated that he has issued a small contract in the amount of \$3,500 with Marc Beyeler, a coastal planning consultant retired from the Coastal Conservancy. Marc is assisting BEACON Staff is assembling a process for implementing the aforementioned amendment to the CRSMP. The amendment effort will require grant funding and the services of specialized consultants. Part of Mr. Beyeler’s effort will include the development of a template for grant applications. • Legal Counsel requested that the word “ratify” replace “endorsement” in Action Item b. The Board concurred with the change and ratified the executed contract between Marc Beyeler and BEACON. ACTION.

Item	10	Executive Director’s Report and Communications.
Minutes/ Actions:		<ul style="list-style-type: none"> • No report provided.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

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

STAFF REPORT

Meeting Date: March 26, 2015
Agenda Item: # 6



To: BEACON Board of Directors
From: Ventura County Auditor-Controller's Office
Date: March 20, 2015

Subject: Auditor-Controller Recommended Actions
(Recommendation d requires 8/10th vote)

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

Recommendations:

- a. Receive and file Recommended Fiscal Year 2015-16 Budget (Exhibit 1).
- b. Approve membership dues for Fiscal Year 2015-16.
- c. Receive and file the Budget-to-Actual report for the year-to-date period ending February 28, 2015 (Exhibit 2).
- d. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 8/10th vote):

Santa Barbara Address:
105 East Anapamu, Suite 201
Santa Barbara, CA 93101

INCREASE	Other Professional & Spec Services	\$ 3,500
DECREASE	Misc Payments/Pub Ed + Travel	\$ 3,000
DECREASE	Misc Office Exp/Public Relations	\$ 500
INCREASE	Misc Office Exp/Public Relations	\$ 500
INCREASE	Other Professional & Spec Services	\$ 2,500
DECREASE	Spec Off Exp (Website, Tel, Pub)	\$ 1,000
DECREASE	Kelp Anchor Permits	\$ 2,000
INCREASE	Biennial Audit Services	\$ 3,000
DECREASE	SCCBEP	\$ 3,000

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

- e. Approve Biennial Auditing Service Contract in the amount of \$8,000 with Charles Z. Fedak & Company, CPA's.

Telephone:
(805) 662-6890
Facsimile:
(805) 568-2982

Email:
Beacon.ca.gov

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

Discussion for Recommendation a:

This budget assumes the regular annual dues and contains a Contingency of \$77,676. If unused, this would leave an ending fund balance of approximately \$77,676.

Analysis

Last year's budget process highlighted a trend that has been developing for the previous several years whereby a gap between revenue from membership dues and projected overhead expenses continued to exist. During that time the gap had been closed through the use of available fund balances or contingency from previous fiscal years. This gap was the result of:

- Less grant revenue from other agencies to cover a portion of overhead expenditures, leaving the overhead burden to membership dues and interest revenues.
- Decreasing membership dues beginning in Fiscal Year 2009-10 when a 15% temporary reduction in membership dues was adopted, and which was continued into Fiscal Year 2010-11. In Fiscal Year 2011-12 an approximately 10% temporary reduction was also adopted. In Fiscal Year 2012-13 membership dues returned to normal levels.
- No other annual revenue stream.

Overhead. BEACON’s overhead is made up of contract services to provide program management, specific project management, contract management, accounting, auditing, legal, and administrative services as well as minor miscellaneous agency expenses. BEACON as an agency is small but has grand aspirations. Staff must oversee and manage/maintain ongoing projects as well as pursue funding and develop proposals for new projects/programs.

Other Revenue/Funding Sources. Historically, BEACON has been able to utilize project specific grant funding to contribute to overhead expenses. However, in recent years grant agencies have been stricter on allowing local agencies to use a portion of grant funds for oversight and management. BEACON has been approached by other agencies to take on coastal access maintenance activities for reimbursement. If such undertakings make sense to the Board, they could also contribute to funding portions of overhead expenditures.

Recommended Budget

Staff is recommending consideration by the Board of the Budget presented in Exhibit 1, which assumes the regular annual dues amounts. This budget reflects a balanced budget whereby overhead costs are slightly more than annual revenues from membership dues, with interest earnings plus appropriated fund balance filling the gap. This results in a contingency of \$77,676.

Discussion for Recommendation b:

In order to allow member agencies to include the appropriate BEACON membership dues in their respective annual budgets, staff is requesting the Board consider approval of regular annual dues for BEACON and its inclusion in the Fiscal Year 2015-16 BEACON Budget as follows:

County of Ventura	\$18,000
County of Santa Barbara	\$18,000
City of Santa Barbara	\$15,000
City of Oxnard	\$15,000
City of San Buenaventura	\$10,000*
City of Carpinteria	\$ 9,000
City of Port Hueneme	\$ 9,000
City of Goleta	<u>\$ 9,000</u>
Total	\$103,000

* Rate approved by BEACON Board in recognition of staff and technical resources provided by the City of San Buenaventura.

Discussion for Recommendation c:

Receive and file report from Ventura County Auditor-Controller’s Office on Budget-to-Actual for Fiscal Year 2014-15 for the period ending February 28, 2015 (Exhibit 2).

Discussion for Recommendation d (requires 8/10ths vote):

To increase Other Professional & Spec Services by \$ 3,500 to accommodate for Marc Beyeler's executed contract.

To decrease Misc Payments/Pub Ed + Travel by \$ 3,000 and Misc Office Exp/Public Relations by \$ 500, it is no longer anticipated to have expenses in these expenditure lines.

To increase Misc Office Exp/Public Relations by \$ 500 to accommodate for Brian Brennan reimbursement for miscellaneous expenses.

To increase Other Professional & Spec Services by \$ 2,500 to accommodate for new Website Redesign contract with Pamela Baumgardner.

To decrease Spec Off Exp (Website, Tel, Pub) by \$ 1,000, it is no longer anticipated to have expenses in this expenditure line.

To decrease Kelp Anchor Permits by \$ 2,000, it is no longer anticipated to have expenses in this expenditure line.

To increase Biennial Audit Services by \$ 3,000 to accommodate for new Auditing Contract with Charles Z. Fedak & Company.

To decrease SCCBEP by \$ 3,000 it is no longer anticipated to have expenses in this expenditure line.

Discussion for Recommendation e:

Approve Biennial Auditing Service Contract in the amount of \$8,000 with Charles Z. Fedak & Company, CPA's for Financial Auditing Service for FY 13 & FY 14.

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2015-2016

Fund 7125	Org Code	New Org Code	Account Code	New Account Code	New DEPT Code	FY 2013-14 Actual	FY 2014-15 Estimated Actual	FY 2015-16 Recommended March 20, 2015	FY 2015-16 Adopted by BEACON Board May 15, 2015
EXPENDITURES									
Services and Supplies									
Overhead:									
Insurance	9601	5691	2072	2072		3,251	3,241	3,500	
Memberships and Dues - (Cal Coast)	9601	5691	2141	2131		2,000	2,000	2,000	
Miscellaneous Expense - (Admin/Legal - Bag Ban)	9601	5691	2323	2179		571	-	-	-
Miscellaneous Expense - (Kelp Anchor Permits)	9601	5691	2320	2179		571	1,000	2,000	
Miscellaneous Expense - (Misc Office Exp / Public Relations)	9601	5691	2179	2179		-	1,000	1,000	
Miscellaneous Expense - (Permit/Planning Fees)	9601	5691	2321	2179		-	-	-	-
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info)	9601	5691	2180	2179		-	-	1,000	
Miscellaneous Expense - (SCCBEP)	9601	5691	2318	2179		-	-	5,000	
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	9601	5691	2304	2183		11,346	12,000	15,000	
Engineering and Technical Surveys - (Proj Mgmt - COM3)	9601	5691	2305	2183		44,353	45,000	47,000	
Engineering and Technical Surveys - (Tech Services - SAIC)	9601	5691	2313	2183		-	648	-	-
Attorney Services - (Co of Sta Barbara)	9601	5691	2306	2185		6,650	12,000	12,000	
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	9601	5691	2159	2292		475	-	3,000	
Other Professional & Spe Svcs - (Accounting Services - Co of Ventu	9601	5691	2303	2199		5,857	10,000	15,000	
Other Professional & Spe Svcs - (Biennial Audit Services)	9601	5691	2307	2199		-	8,000	-	
Other Professional & Spe Svcs - (Marc Beyeler)	9601	5691	2199	2199		-	3,500	-	
Other Professional & Spe Svcs - (Pam Baumgardner)	9601	5691	2199	2199		-	2,500	-	
Total Overhead						75,073	100,889	106,500	-
Grants - CSMMP:									
Engineering and Technical Surveys - (CSMMP - DBAW Turb Study)	9608	5691	2313	2183		-	208	-	-
Total Grants - CSMMP						-	208	-	-
Total Services and Supplies						75,073	101,097	106,500	-
Contingencies	9601	5691	6101	6101		-	-	77,676	184,176
Total Contingencies						-	-	77,676	184,176
TOTAL EXPENDITURES						75,073	101,097	184,176	184,176
FINANCING SOURCES									
Beginning Fund Balance Appropriated						50,079	78,413	80,746	80,746
Investment Income - (Interest Earnings)	9601	5691	8911	8911		407	430	430	430
Other Governmental Agencies - (Member Dues/Assessments)	9601	5691	9372	9371		103,000	103,000	103,000	103,000
Total Revenue						103,407	103,430	103,430	103,430
TOTAL FINANCING SOURCES						153,486	181,843	184,176	184,176
Actual / Projected Fund Balance						78,413	80,746		

BEACON FUND 7125
YEAR TO DATE BUDGET TO ACTUAL FY 2014-15
FOR THE MONTH ENDING FEBRUARY 28, 2015 (66.67% of year)

Org	Account Number	Title	BUDGET			ACTUAL YTD				
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	Variance Favorable (Unfavorable)	
UNASSIGNED FUND BALANCE										
		Beginning Balance	78,413		78,413	78,413.32		78,413.32	-	
	5395	Unassigned	11,124		11,124	11,124.32		11,124.32	-	
	5395	Unassigned - Appropriated	67,289	-	67,289	67,289.00		67,289.00	-	
REVENUE										
9601	8911	Interest Earnings	430		430	140.89		140.89	(289.11)	33%
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%
		Total Revenue	103,430	-	103,430	103,140.89		103,140.89	(289.11)	100%
		TOTAL SOURCES	170,719	-	170,719	170,429.89		170,429.89	(289.11)	100%
EXPENDITURES										
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	2199	Other Professional & Soecial Services	-		-	2,750.00	750.00	3,500.00	(3,500.00)	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	4,170.50	7,829.50	12,000.00	-	100%
9601	2305	Proj Mgmt - COM3	45,000		45,000	31,470.72	13,529.28	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	105.98		105.98	3,894.02	3%
9601	2321	Permit/Planning Fees	-		-	-		-	-	0%
9601	2323	Admin/Legal - Bag Ban	-		-	-		-	-	0%
		Overhead	113,500	-	113,500	36,529.55	34,108.78	70,638.33	42,861.67	62%
9608	2313	CSMMP - Turb Study - SAIC	-		-	207.74		207.74	(207.74)	0%
		Grant - CSMMP	-	-	-	207.74	-	207.74	(207.74)	0%
		Total Overhead, Grant Expenditures	113,500	-	113,500	36,737.29	34,108.78	70,846.07	42,653.93	62%
9601	6101	Contingency	57,219		57,219	0.50		-	57,219.00	0%
		TOTAL EXPENDITURES	170,719	-	170,719	36,737.29	34,108.78	70,846.07	99,872.93	41%
		Ending Unassigned Fund Balance			-			144,816.92		

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

CONTRACT

This contract entered into on this 20th day of March 2015, by and between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), a joint powers authority, herein called "BEACON", and Charles Z. Fedak & Company, CPA's, an Accountancy Corporation, by Charles Z. Fedak, CPA, President and CEO, herein called "Contractor".

WITNESSETH

WHEREAS, BEACON has the authority to engage independent Contractors to perform services with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by BEACON for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for BEACON in accordance with the terms, conditions, and specifications set forth herein. The Contractor will perform a biennial audit in accordance with generally accepted auditing standards and *Government Auditing Standards* of the financial statements of BEACON for the fiscal years ending June 30, 2013 and 2014. The Contractor shall complete its audit and file its report on or before June 19, 2015.

2. **PAYMENTS**

Payment of \$8,000 will be made within 30 days after issuance of the final audit reports and upon receipt of an invoice.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person is a member, partner, employee, subcontractor, or otherwise of the Contractor, shall have any claim under this contract or otherwise against BEACON for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of BEACON merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed, and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of

employment or requirements of law, shall be determined by Contractor, and BEACON will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless BEACON from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorney's fees and costs, presented, brought, or recovered against BEACON, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

4. NON-ASSIGNABILITY

Contractor will not assign this contract, or any portion thereof, to a third party without the prior written consent of BEACON, and any attempted assignment without such prior written consent will be null and void and will be cause, at BEACON's sole and absolute discretion, for immediate termination of this contract.

5. TERM

A. This contract will be in effect from March 20, 2015, through June 19, 2015, subject to all the terms and conditions set forth herein, unless terminated prior to that date in accordance with the provisions of this contract.

6. TERMINATION

BEACON may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, BEACON will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or computed by Contractor for this particular contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to BEACON may be exercised without prejudice to any other remedy to which it may be entitled at law or under this contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then BEACON may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless BEACON, including all of its boards, agencies, departments,

officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, BEACON or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of BEACON. Contractor agrees to waive all rights of subrogation against BEACON for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. **INSURANCE PROVISIONS**

A. Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if applicable), non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000/\$300,000 bodily injury and \$100,000 property damage for all employees and volunteers associated with the contract.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor, and Employer's Liability, if applicable, in the minimum amount of \$1,000,000.
- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence, \$2,000,000 aggregate.

B. All insurance required will be primary coverage as respects BEACON, and any insurance or self-insurance maintained by BEACON will be in excess of Contractor's insurance coverage and will not contribute to it.

C. BEACON is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D. BEACON's Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Professional Liability and Workers' Compensation).

E. Contractor agrees to waive all rights of subrogation against BEACON's Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to BEACON.

- G. Contractor agrees to provide BEACON with the following insurance documents on or before the effective date of this contract:
- 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements.
 - 3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A. General

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, gender, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to BEACON upon request.

11. **SUBSTITUTION**

If particular people are identified in the Contractor's proposal as working under this contract, the Contractor will not assign others to work in their place without written permission from BEACON. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor, by investigation and research, has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by BEACON or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

BEACON will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by BEACON will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by Brian Brennan, BEACON Executive Director, or his authorized representative.

14. **ADDENDA**

BEACON may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are

mutually agreed upon by and between BEACON and Contractor will be effective when incorporated in written amendments to this contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which BEACON requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of BEACON, except as authorized by law.

17. **AUDIT AND INSPECTION OF RECORDS**

Any time during normal business hours and as often as BEACON may deem necessary, Contractor shall make available to BEACON for examination all working papers, data, and records with respect to all matters covered by this contract, and permit BEACON to audit, examine, and make excerpts or transcripts from such working papers, data, and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this contract. Contractor shall maintain such working papers, data, and records in an accessible location and condition for a period of not less than seven years from financial statement issue date. The State of California or any federal agency having an interest in the subject of this contract shall have the same rights as those conferred upon BEACON. The successor auditor will have the right to review the working papers and copies of issued reports upon termination of this contract. Contractor will be required to make records uniquely related to this contract available in the County of Ventura.

18. **NOTICES**

All notices required under this contract will be made in writing and addressed or delivered as follows:

To BEACON: BEACON
Brian Brennan, Executive Director
501 Poli Street
Ventura, CA 93001

and

Jeffery S. Burgh
Auditor-Controller
800 South Victoria Avenue
Ventura, CA 93009-1540

To Contractor: Charles Z. Fedak & Company, CPA's
An Accountancy Corporation
6081 Orange Avenue
Cypress, CA 90630

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

19. **MERGER CLAUSE**

This contract supersedes any and all other contracts, either oral or written, between Contractor and BEACON, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of BEACON except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

20. **ANNUAL ENGAGEMENT LETTER**

The parties may enter into a separate Engagement Letter for the period of this contract which is consistent in all material respects with the terms of this contract, and the parties agree that in no event shall any provision of the Engagement Letter give rise to any additional Contractor claim for payment from BEACON which is more than the amount authorized in this contract. The parties agree that should there be any discrepancy between the terms of this contract and the Engagement Letter with respect to the amount of compensation to be paid to the Contractor, the terms of this contract shall be controlling.

21. **GOVERNING LAW**

The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties under this contract, shall be construed pursuant to and in accordance with the laws of the State of California.

22. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

23. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by BEACON in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

24. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

25. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF, the parties hereto have executed this contract:

BEACON

Contractor: Charles Z. Fedak & Company, CPA's
An Accountancy Corporation

By: _____
Authorized Signature

By: _____
Charles Z. Fedak, President and CEO

Printed Name

Date

Title

Tax Identification #

Date

Approved as to Form and Procedure:

By: _____

Date: _____

Kevin Ready
Senior Deputy County Counsel, Legal Counsel for BEACON

STAFF REPORT

Meeting Date: March 26, 2015
Agenda Item: 7

To: BEACON Board of Directors
From: Executive Director
Date: March 13, 2105

Subject: Contract with Webmaster for BEACON Website Redesign

ACTIONS:

- a. Approve a contract with Pamela Baumgardner – Websites, to update and redesign the BEACON Website for a not to exceed amount of \$2,500.

BACKGROUND:

The BEACON Website has been in place for over ten years and is in need of an upgrade. Pamela Baumgardner as an employee of the City of Ventura provides administration services to BEACON. Ms. Baumgardner also owns a website design business and has designed many professional high quality websites. In addition, as BEACON administrator, Ms. Baumgardner is responsible for updating the BEACON Website. As a result, Ms. Baumgardner is uniquely qualified to upgrade and re-design the BEACON Website. Her work on this has been cleared by the City of Ventura Public Works Director and City Attorney and it has been determined to have no conflict of interest.



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>

AGREEMENT FOR SERVICES

This Agreement is entered into by:

BEACON (“Client”) And **Pamela Baumgardner- Websites** (“Contractor”)
1100 Pittsfield Lane
Ventura, CA 93001

I. SCOPE OF WORK.

A. **SCOPE OF WORK:** Contractor shall redesign the existing BEACON Website per the Attachment A (“Services”).

B. Contractor will be responsible for all aspects of this assignment, including collecting, organizing and presenting the data. Contractor shall execute Services to the approval of BEACON Executive Director or deputy.

C. **CONTRACT PERIOD:** March 1, 2015 – June 30, 2015.

II. COMPENSATION AND EXPENSES

A. **FEES AND EXPENSES:** As compensation for Contractor’s work as defined in I.A. above, Client shall pay Contractor \$2,500 for Contractor’s time and expenses related to completing Services. 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.

B. **BILLING:** Contractor will submit an invoice to Client upon completion of Services to the satisfaction of BEACON Executive Director. Client will reimburse Contractor within 30 days of Client’s receipt of invoice.

III. INDEPENDENT CONTRACTOR; TAXES

A. **NOT AN EMPLOYEE:** Regardless of any functional title or work description, Contractor is performing Service as an independent contractor and not an employee of Client.

B. **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 Ventura, 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 March 1, 2015.

By: _____
Brian Brennan,
Executive Director, BEACON

Date: _____

By: _____
Pamela Baumgardner - Websites
Contractor

Date: _____

Approved as to Form and Procedure:

By: _____
Kevin Ready
Senior Deputy County Counsel, Legal Counsel for BEACON

Date: _____

BEACON Website Re-design Proposal

Pam Baumgardner

Website Designs

1. HTML (HyperText Markup Language) of homepage data.
2. Organization of previous website's pages and data and artwork (City and other Organizations Logos and such).
3. Create new graphics and art layout.
4. Build website using the latest technology recommended by the Worldwide Web Consortium: HTML 5 and CSS3. (Previous website used outdated technology).
5. Redesign Projects page per Staff's direction.
6. Create PDFs of all former Board Meeting Agendas and Staff Reports.
7. Create PDFs of all former Board Meeting Minutes.
8. Upload all former Board Meeting Agendas and Minutes create links to website.
9. Recreate former pages (Organization, Links, References, etc...) and make alterations per Staff's direction.

Cost: \$2500.00 Lump sum. Includes all labor and expenses.

STAFF REPORT

Meeting Date: March 26, 2015
Agenda Item: 08

To: BEACON Board of Directors
From: Executive Director
Date: March 13, 2015

Subject: Coastal Regional Sediment Management Plan (CRSMP)

ACTIONS:

- a. Receive a report from the Executive Director and Marc Beyeler regarding a strategy to amend BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address Sea Level Rise and Coastal Resilience.

DISCUSSION:

Background

BEACON's Coastal Regional Sediment Management Plan (CRSMP) was adopted by the Board in January 2009. The CRSMP identifies policy, studies 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.

Sea 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 summer 2015. Once the Santa Barbara model is complete, coastal and storm impact flooding inundation data available for use from Point Conception to Point Mugu. With this data, in conjunction with Local Coastal Plan updates being implemented by the BEACON Jurisdictions, BEACON will be able to amend its CRSMP.

To assist BEACON with the process of this amendment, in December 2014, the Executive Director approved a contract with Marc Beyeler, Principal of MBA Associates, to assist BEACON staff in formulating a step by step strategy to amend the CRSMP and to develop a grant application template for funding. For consideration by the Board, attached is a Draft of a Memorandum to the Executive Director, authored by Marc Beyeler, outlining the CRSMP Amendment strategy.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
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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

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(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

MEMORANDUM

DRAFT

March 16, 2015

TO: Brian Brennan, Executive Director, BEACON

FR: Marc Beyeler, Principal, MBA Consultants

RE: Sea Level Rise Planning
Sea Level Rise Update to CRSMP

BACKGROUND

BEACON Executive staff asked that MBA provide recommendations for incorporating sea level rise into BEACON coastal planning and project efforts. The BEACON Board approved the Coastal Regional Sediment Management Plan (CRSMP) in 2009. The 2009 Plan does not take into account consideration of sea level rise impacts and likely effects for the Santa Barbara and Ventura coastline.

Since 2009, a number of other federal, state, and regional and local studies and reports have been completed that can help guide BEACON's effort to incorporate sea level rise considerations into an updated CRSMP, including most importantly the National Academy of Science's NRC Study (2012) of sea level rise for California (See Appendix A).

Increasingly, all program guidance, more and more permit and approval requirements (CEQA and GHG reductions, etc.), and all extramural state grant funding (Props. 84 and 1), whether for planning and assessment, or capital

facilities, require applicants to demonstrate that they have considered and incorporated coastal sea level rise impacts and likely effects into coastal project or program design.

Recent advances in modeling coastal storms and severe events (USGS, 2014) present BEACON with an opportunity to pro-actively develop fine-grained regional sea level rise mitigation and adaptation impacts analysis, policies, projects, and programs.

RECOMMENDED SUGGESTED ACTIONS PROPOSED FOR CONSIDERATION BY BEACON BOARD OF DIRECTORS

1. Resolve to incorporate sea level rise impacts analysis into update of CRSMP. Establish goals and objectives for Sea Level Rise Update.
2. Prepare and Manage work plans/scopes of work. Seek extramural grant funds to carry out work plan.
3. Retain consultants to oversee preparation of Sea Level Rise (SLR) update to CRSMP.
4. Manage preparation, agency and stakeholder review, revision, and incorporation of SLR Update to CRSMP

PROPOSED STRATEGY

1. Resolve to incorporate sea level rise considerations into CRSMP. Establish goals and objectives for addressing projected sea level rise Creating resilient shorelines along BEACON coast.

- o Formulate pro-active BEACON role in sea level rise policy and adaptation planning within the context of regional and local agency planning.

Discuss the best processes for successful regional and local adaptation planning.

2. Manage Preparation of Sea Level Rise (SLR) Update to CRSMP

- Create work plan with staff
- Prepare Work Plan/Scope of Work for Update
- Prepare grant funding requests
- Prepare and enter into grant agreements and contracts
- Prepare scope(s) of services for consultant contracts.
- Enter into contract with selected consultants.
- Manage consultant contracts and contract deliverables

3. Perform coastal sea level rise analyses and assessment

Undertake Coastal Sea Level Rise Extreme Storm Analysis with CoSMoS

Meet with local BEACON member agency staff to ascertain the status of policies addressing Sea Level Rise (SLR) within Local Coastal Plans (LCPs).

Assess the adaptation planning strategies identified by BEACON member agencies

Assess the results and recommendations of completed sea level rise vulnerability analyses of Ventura and Santa Barbara.

Identify regional projects, policies and technical studies that complement actions and activities of local BEACON member agencies, incorporating living shorelines and natural processes

4. Adopt SLR Update to Coastal Sediment Management Plan (CRSMP) to address sea level rise impacts and likely effects.

- Create regular e-updates that will:
 - Map progress of project work plan schedules
 - Report on all interim project products
 - Scan and report back on best practices from other places
- Present CRSMP Update recommendations to BEACON member agencies' planning staff.
- Provide consensus update recommendations to Consultant.
- Consultant prepares draft amendment to CRSMP for BEACON Staff review.
- Present draft CRSMP amendment to BEACON Board for review.
- Finalize amendment to CRSMP.

Appendix A

Since 2009, a number of studies and reports have been completed that can help guide BEACON's effort to incorporate climate change and sea level rise considerations into an updated CRSMP. These include:

- A. California Local Coastal Adaptation: Guidance on Sea Level Rise 2010-2014, (2013) – Provides guidance for incorporating sea-level rise (SLR) projections into planning and decision making for projects in California. This document was updated by the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) in 2014, with input from the Ocean Protection Council's Science Advisory Team and the California Ocean Science Trust
- B. State of California Sea-Level Rise Guidance Document (2013) – Helps state agencies incorporate future sea-level rise impacts into planning decisions. This document was further updated to include the best current science, as summarized by the National Academy of Sciences' report on sea level rise for the coasts of California and Washington states.
- C. California Adaptation Planning Guide (2012) - Provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change and provides a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development.
- D. Climate Change Assessments (2006-2014) – Consists of three documents issued by the State of California between 2006 and 2012. The first assessment began the work of trying to "downscale" global climate models in order to provide information about expected climate impacts at a regionally relevant scale. The second assessment provided

initial estimates for some of the economic impacts from climate risks in the state, such as costs to coastal economies from sea level rise. The third assessment provided additional information regarding state vulnerabilities to climate change, including: 1) the need to better understand institutional barriers to efforts to prepare for climate risks, 2) risks in specific sectors (water, energy, agriculture), and 3) risks at the local scale.

- E. The California Climate Change Adaptation Strategy recommends use of the Living Shorelines concept as an adaptation method to reduce the need for engineered hard shoreline protection devices and to provide habitat functions and values. The State Coastal Conservancy Climate Change Policy also recommends the Living Shorelines concept to reduce erosion and trap sediment, allowing for the buffering of tidal wetlands and migration of habitats. This approach has the benefit of improved estuarine habitat resiliency to cope with future sea level rise and related climate change impacts.
- F. Draft Sea Level Rise Policy Guidance (2013) - Provides an overview of best available science on sea-level rise for California and recommended steps for addressing sea-level rise in Coastal Commission planning and regulatory actions. The initial Draft document was published in October 2013.
- G. Ventura Vulnerability Analysis (2013) – Provides a comprehensive assessment of the vulnerability of the Ventura County coastline to sea level rise and climate change impacts.
- H. Santa Barbara County Shoreline (in progress) – Will provide a comprehensive assessment of the vulnerability of the Santa Barbara County coastline to sea level rise and climate change impacts.

- I. Local Coastal Plan Updates (pending) – Will provide local coastal plan updates addressing the impacts from sea level rise and climate change and identify appropriate adaptation strategies. Update efforts will include:

County of Santa Barbara: This effort will include modeling to determine potential damage from sea level rise, intensified storm events, flooding, and shoreline erosion. Existing studies indicate that climate change poses significant risks to communities, critical infrastructure, recreational facilities, beaches, and natural areas. The study will include an evaluation of how wetlands, reefs, and other natural buffers can best fit into shoreline defenses.

City of Santa Barbara: This effort will complete an update to the certified LCP with specific emphasis on addressing climate change the associated sea-level rise, extreme high tides, frequency of storm events and coastal erosion through updated baseline conditions, amended policies, maps and implementing ordinances.

City of Goleta: This effort will consist of a complete submittal of a LCP to the Coastal Commission for certification. The LCP will include a special emphasis on sea level rise.

STAFF REPORT

Meeting Date: March 26, 2015
Agenda Item: 9

To: BEACON Board of Directors
From: Executive Director
Date: March 13, 2105

Subject: Debris Basins

ACTIONS:

- a. Receive a report discussing the regional benefits of entering partnerships with the Flood Control Agencies of Santa Barbara and Ventura Counties to discuss collaborative projects to modify existing debris basins to allow sediment transportation.

BACKGROUND:

In 2011, the Santa Barbara County Flood Control District completed the Gobernador Debris Basin Modification Project. This project had special interest to BEACON since it modified the existing debris basin located on Gobernador Creek to allow the natural transport of sediment down to the ocean (Carpinteria Beach). In 2012, the Environmental Manager for the Santa Barbara County Flood Control District made a presentation to the Board explaining this innovative project.

From a sand transport perspective, by far the largest feeder of sediment to the BEACON coast is from our creeks and rivers. However, this natural process can be obstructed by debris basins. As a result, BEACON staff began communications with the Flood Control Districts to determine whether other debris basin modification projects are in the works. It appears that they are although funding is an issue. As a result, BEACON staff is recommending to the Board an initiative for BEACON to team up with the Flood Control District and cooperatively seek grant funding from both the upland Flood Control perspective as well as the coastal resilience (BEACON) perspective.

This truly regional approach to nourishing our coastal line will result in continuous sediment benefits to our coast by simply allowing the natural process to occur.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
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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:

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STAFF REPORT

Meeting Date: March 26, 2015
Agenda Item: 10

To: BEACON Board of Directors
From: Gerald Comati
Date March 13, 2015

Subject: Kelp Anchor Demonstration Project

REQUIRED ACTION:

- a. Receive a report on the status of the Kelp Anchor Demonstration Project and provide direction on how to proceed.
- b. Authorize the Executive Director to accept and execute the Coastal Commission Permit.

DISCUSSION:

At the end of 2010, BEACON agreed to perform as the Lead Agency in delivering an innovative project to demonstrate a method to re-establish kelp in Goleta Bay. The method was developed by Mr. Bob Kiel of the Seattle Aquarium and consists of the insertion of 212 three-foot long (2-inch square) granite columns that are water-jetted into the sandy sea bed of Goleta Bay. Four inches of the top of the column will protrude providing an immovable and environmentally benign "toe-hold" for kelp spores to attach.

The re-establishment of a kelp bed in Goleta Bay is considered an environmental benefit to marine life as well as a recreational opportunity and is consistent with BEACON's mission. BEACON staff has been pursuing the necessary permits required for the demonstration project. Permits have now been approved by the California State Lands Commission and the Coastal Commission. A permit application was also submitted to US Army Corps of Engineers and approval is pending acceptance by BEACON of the Coastal Permit (attached). With all permits effectively in hand, the next step is for the Board to consider the installation phase of the project.

The installation phase of the project will require funding in the range of \$12,000 to \$20,000. From a schedule stand point, depending on how quickly funding can be identified, the soonest that installation could occur would be the fall of 2015. If this window cannot be met, then the next opportunity would be for Spring of 2016.



A California Joint Powers Agency

Member Agencies

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City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
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February 25, 2015
Permit No. E-12-007

COASTAL DEVELOPMENT PERMIT

On February 13, 2015, by a unanimous vote, the California Coastal Commission granted to the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) Coastal Development Permit E-12-007, subject to the attached standard and special conditions, for development consisting of the:

Experimental installation of 212 small stone columns in sandy seafloor to evaluate the natural recruitment of kelp and establishment of a sand-dwelling kelp bed.

The development is located in the coastal zone near Goleta, Santa Barbara County.

This permit is issued on behalf of the Coastal Commission on February 25, 2015.

CHARLES LESTER
Executive Director

A handwritten signature in cursive script, appearing to read "Alison Dettmer".

By: ALISON DETTMER
Deputy Director
Energy, Ocean Resources and Federal Consistency Division

Acknowledgment:

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4, which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance...of any permit..." applies to the issuance of this permit amendment.

IMPORTANT: THE PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. (14 Cal. Admin. Code Section 13158(a).)

Date

Signature of Permittee or Representative

STAFF REPORT

Meeting Date: March 26, 2015
Agenda Item: 11

To: BEACON Board of Directors
From: Executive Director
Date March 13, 2105

Subject: Rincon Parkway Nourishment Project

ACTIONS:

- a. Receive a report on recent developments for the Rincon Parkway Nourishment Project at Hobson Beach.

BACKGROUND:

As has been reported previously to the Board, BEACON had requested funding from the California Division of Boating and Waterways (DBAW) 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. The nourishment sand would come from the Ventura Harbor sand trap. Execution of the project could occur as a standalone independent project or in collaboration the US Army Corps of Engineers (USACE) 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.

BEACON staff has met with the Ventura Harbor District, USCOE at their LA District Office and with the Department of Boating and Waterways staff in the field. Based on these meetings a number of critical concerns have been identified. These are the following:

1. The cost to execute a Nourishment Project at Hobson Beach independent of the USCOE Federal Dredging Project is estimated to be in the order of \$12M, greatly exceeding grant funding anticipated from DBAW.
2. A cooperative project with the USCOE would require the execution of a "bid option" by the successful Federal Dredging Contractor. The option would be to dredge the sand trap and move as much sand as possible up to Hobson Beach for deposition. However, such a provision adds a great amount of uncertainty:
 - a. There is no guarantee that the USACE will receive any interest by the Contractor in exercising the "bid option" in which case the work will not be performed.
 - b. Such an arrangement provides no guarantee of the amount of sand that Federal Dredging Contractor will place on Hobson Beach.
3. The grant funding earmarked by DBAW for BEACON's project requires a 15% local match. This match applies to every phase of work including the upfront environmental and design work. Such a match adds a significant burden on BEACON especially when the ultimate delivery of the project is at risk per the explanation provided under Item 2. above.

Based on the excessive cost of an independent project, performance risks with a cooperative USCOE project, and the grant funding cost sharing required of BEACON, Staff recommends that BEACON respectfully decline the DBAW funds and instead pursue grant funding for more viable projects.



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