



A California Joint Powers Agency

**Member Agencies**

Fred Shaw  
City of Carpinteria

Kyle Richards  
City of Goleta

Carmen Ramirez  
City of Oxnard

Steven Gama  
City of Port Hueneme

Christy Weir, Vice-Chair  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Gregg Hart, Chair  
Das Williams  
County of Santa Barbara

Steve Bennett  
John Zaragoza  
County of Ventura

**Executive Director**  
Marc Beyeler

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

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

**Email:**  
Office@Beacon.ca.gov

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

**NOTICE OF SPECIAL MEETING**  
**BEACH EROSION AUTHORITY FOR CLEAN OCEANS**  
**AND NOURISHMENT (BEACON)**

**July 24, 2020**

**NOTICE IS HEREBY GIVEN** of a **SPECIAL MEETING** of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) pursuant to Government Code section 54956 and BEACON Bylaws Article V, section III. The date, time, and place of the meeting shall be as follows:

**DATE: Friday July 24, 2020**  
**TIME: 9:00 AM**  
**PLACE: TELECONFERENCE (see details below)**

The agenda of business to be conducted is below.

**Gregg Hart, Chairperson**  
**BEACON**  
**Date: July 24, 2020**

Per guidance of California Department of Public Health and the California Governor's Stay at Home Executive Order N-33-20 issued on March 19, 2020 to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19, BEACON will no longer provide in-person participation.

**The following alternative methods of participation are available to the public:**

- 1. You may observe the live meeting of the Board of Directors via Zoom Meeting <https://us02web.zoom.us/j/85842576522>  
Meeting ID: 858 4257 6522  
For audio – dial: 13017158592  
Code: 85842576522**
- 2. You may call in to listen live to the Board of Directors meeting by dialing 13017158592 with code 85842576522**
- 3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:**
  - a. Distribution to the Board. Submit comments via email to [Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on July 23, 2020, or through mail to BEACON at 501 Poli Street, Ventura, Ca 93001 to be received no later than 5:00 p.m. on Thursday, July 23, 2020. Your comment will be placed into the record and distributed appropriately.**



- b. **Read into the record at the meeting. Submit comments of 250 words, or less, via email to [Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Thursday, July 23, 2020 prior to the Board meeting. Please indicate if you would like to make a general public comment, a comment on a specific agenda item, or both. Please state in your email, or mail, if you would like the comment "read into the record." Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments timely received on an agenda item will be placed into the record and distributed accordingly.**
- c. **By Zoom. Log onto Zoom as described above. The meeting will be controlled by the BEACON Chair, Mr. Gregg Hart. If you wish to make a comment during the meeting, please raise your hand using the Zoom instructions on your computer. By using the typed messaging capability of Zoom you should also indicate to the Chair which Agenda Item you wish to speak on or if you wish to make a general comment that is not specific to an Agenda Item. BEACON Staff will make every effort to call you during the indicated item so that you may comment.**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations to participate in the meeting should contact BEACON at least three working days prior to the meeting.

## MEETING AGENDA

1. **Administrative Items**
  - A. **Call to Order, Roll Call and Introductions – Gregg Hart**
  - B. **Approval of Agenda and Filing of Certificate of Agenda Posting**
  - C. **Consideration and Approval of Minutes of the BEACON Meetings held on May 15, 2020.**
2. **Public Comment and Other Matters not on the Agenda**
3. **Presentations – NO ITEMS**
4. **Projects – NO ITEMS**
5. **BEACON Organization and Program**
  - A. **Board Member Reports**

Directors are invited to provide reports and updates on items of interest in their County or City.

### **B1. BEACON Organization- BEACON Science Strategy**

#### **Recommended Action:**

- i. Receive Staff Report on BEACON Science Support, including renewing Professional Services Agreement with Dr. Douglas George to provide Science Advisor services and describing staff efforts to organize a Science Advisory Panel.



**B2. BEACON Organization – Membership Assessments TIME CERTAIN-9:30 am**

**Recommended Action:**

- i. Receive a Staff Report on member dues.
- ii. Adopt an increase to voting member assessments (membership dues) by 100% for fiscal year 2020-2021 to provide an additional \$152,865 in revenue (Exhibit I). (Requires unanimous approval (10/10th vote))

**C1. Auditor-Controller Budget Actions and Financial Reports**

**Recommended Actions:**

- i. Receive and file the Budget-to-Actual report for the year-to-date period ending June 30, 2020 (Exhibit I)
- ii. Receive and approve Proposed BEACON Budget for Fiscal Year 2020-2021 (Exhibit II); and
- iii. Approve and authorize the Auditor-Controller's Office to adjust contingency for the fiscal year 2020-2021 budget where the fiscal year 2019-2020 actual year-end closing fund balance differs from the budget estimate

**C2. Approve and Authorize the Chair to Sign the FY 2020-21 Annual Staff/Consultant Agreements**

**Recommended Actions:**

- i. Approve, ratify, and authorize the Chair to execute an Agreement with MBA Consultants for Marc Beyeler to provide Executive Director services in an amount not to exceed \$134,900 with a period of performance from July 1, 2020 through June 30, 2021.
- ii. Approve, ratify, and authorize the Chair to execute an Agreement with Ventura County Auditor-Controller's office to provide accounting services in an amount not to exceed \$15,000 with a period of performance from July 1, 2020 through June 30, 2021.
- iii. Approve, ratify, and authorize the Chair to execute an Agreement with Santa Barbara County to provide legal services in an amount not to exceed \$12,000 with a period of performance from July 1, 2020 through June 30, 2021.
- iv. Approve, ratify, and authorize the Chair to execute an Agreement with COM3 Consulting Incorporate to provide program manager services in an amount not to exceed \$49,500 with a period of performance from July 1, 2020 through June 30, 2021.
- v. Approve, ratify, and authorize the Chair to execute an Agreement with Pamela Baumgardner to provide webmaster and social media services in an amount not to exceed \$2,000 with a period of performance from July 1, 2020 through June 30, 2021.



- vi. Approve, ratify, and authorize the Chair to execute an Agreement with Dr. Douglas George to provide science advisor services in an amount not to exceed \$15,000 with a period of performance from July 1, 2020 through June 30, 2021.
- vii. Approve, ratify, and authorize the Chair to execute an Agreement with Fedak and Brown to provide audit services in an amount not to exceed \$10,380 with a period of performance from July 1, 2020 through February 28, 2021.

#### **6. Executive Director's Report and Communications**

The Executive Director will report on activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects.

Upcoming September Meeting Agenda:

- a. BEACON Regional SLR Adaptation Strategy
- b. BEACON Strategic Planning Goals and Objectives
- c. Projects:
  - o Mondo's Cove Beach Public Access Stairway
  - o Rincon Trail Sediment Management Project
  - o Mugu Rock MOU with Caltrans

**Adjourn to next regular meeting, September 18, 2020 at 9:00 AM in Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013 (unless otherwise notified).**

#### **Disability Access**

*The City of Carpinteria Council Chambers is located on the ground floor of City Hall located at 5775 Carpinteria Ave, Carpinteria, CA. 93013 Fourth Floor of the County. The Council Chambers is wheelchair accessible. Accessible public parking is available behind the Council Chambers.*

*American Sign Language interpreters, Spanish language interpretation and sound enhancement equipment may be arranged by contacting the City Clerk (Fidela Garcia) by 4:00 p.m. on Friday before the Board meeting. Contact information for the City Clerk is (805) 684-5405.*

#### **Late Distribution of Materials**

*Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City Clerk to all or a majority of the members of the BEACON Board less than 72 hours prior to that meeting are available for inspection in the City Clerk Office, at 5775 Carpinteria Ave, Carpinteria, CA. 93013 and on the Internet at: BEACON.CA.GOV.*

*Any written ex-parte communication subject to disclosure by members of the BEACON Board may be published online as an attachment to the corresponding item.*



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STAFF REPORT

Meeting Date: July 24, 2020  
Agenda Item: 1B

To: BEACON Board of Directors  
Fr: Executive Director

Date: July 21, 2020

Subject: Approval of Agenda and Filing of Certificate of Agenda Posting

**RECOMMENDED ACTIONS:**

**Approve and File.**



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STAFF REPORT

Meeting Date: July 24, 2020  
Agenda Item: 1C

To: BEACON Board of Directors  
Fr: Executive Director

Date: July 21, 2020

Subject: Consideration and Approval of Minutes of BEACON Meeting held  
May 15, 2020

**RECOMMENDED ACTIONS:**

**Approve and File.**

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 15, 2020

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Item</b>	1	Call to Order, Roll Call and Introductions – Chair, Gregg Hart.
<b>Minutes/ Actions:</b>		<p><b>Directors Present:</b></p> <ul style="list-style-type: none"> <li>• Gregg Hart (County of Santa Barbara)</li> <li>• Das Williams (County of Santa Barbara)</li> <li>• John Zaragoza (County of Ventura)</li> <li>• Christy Weir (City of Ventura)</li> <li>• Eric Friedman (City of Santa Barbara)</li> <li>• Fred Shaw (City of Carpinteria)</li> <li>• Kyle Richards (City of Goleta)</li> <li>• Carmen Ramirez (City of Oxnard)</li> <li>• Steve Gama, (City of Port Hueneme)</li> </ul>

<b>Item</b>	1B	<p><b>Approval of Agenda and Filing of Certificate of Agenda Posting</b> Action: Approve and file.</p>
<b>Minutes/ Actions:</b>		<p>The Agenda was unanimously approved by the Board. Moved by Ramirez/ Second by Zaragoza.</p>

<b>Item</b>	1C	<p><b>Consideration and Approval of Minutes of the BEACON Meetings held on January 24, 2020.</b> Action: Approve and file.</p>
<b>Minutes/ Actions:</b>		<p>The Board unanimously approved the minutes as posted. Moved by Richards/Second by Shaw.</p>

<b>Item</b>	2	<p><b>Public Comment and Other Matters not on the Agenda</b> Receive public comments.</p>
<b>Minutes/ Actions:</b>		<p>None.</p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 15, 2020  
**TIME:** 9:00 AM  
**PLACE:** TELECONFERENCE

<b>Item</b>	4A	<p><b>Projects</b>  <b>Mondo's Cove Beach Access Stairway Improvement</b></p> <p>i. Approve and authorize the Executive Director to execute Amendment No. 1 to the Agreement with Jensen Design &amp; Survey, Inc. to increase the scope of work to include a survey of the Mean High Tide Line, to increase funding by \$3,000 for a revised total amount not to exceed \$62,823 without a change to term ending June 30, 2020; and</p> <p>ii. Approve and authorize the Executive Director to execute a Letter Agreement, substantially similar to the one attached, with the Chicago Title Company for preparation of a preliminary title report to determine easements and property entitlements for an amount not to exceed \$2,000, a term ending by June 30, 2020, upon review and concurrence of legal counsel.</p>
<b>Minutes/ Actions:</b>		<p>Mr. Marc Beyeler reported that this project is funded through the Coastal Commission Impact mitigation fund. In January, the Board approved a contract with Jensen Design to prepare a design for the project. Since January, the Jensen team has been completing a variety of tasks under the Jensen Agreement and BEACON staff were tasked with compiling all property and permitting information and requirements to complement the Jensen work. As the design effort has progressed, it has become apparent that current entitlements and property ownership information needed for the project is incomplete. Staff is recommending the Board approve two additional authorizations to allow for the collection of needed property information, including an updated preliminary title report to be prepared by Chicago Title Company and a boundary survey to establish the extent and location of the current mean high tide line (MHT) by Jensen Design and Survey. This information is essential to understand the full extent of needed permissions, approvals and permits required to install and operate a public access stairway improvement at Mondo's Cove beach.</p> <p>Director Williams indicated that this project was especially important for Mondo's Cove which is a destination for both Santa Barbara and Ventura County residents and especially for kids wanting to learn to surf.</p> <p><b>BOARD ACTIONS: The Board approved unanimously the Recommended Action.</b>  Moved by Gama/Second by Zaragoza.</p>



# BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 15, 2020  
**TIME:** 9:00 AM  
**PLACE:** TELECONFERENCE

Item	5A	<b>Board Members Reports.</b> <b>Board members Reports and Updates.</b>
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Director Friedman indicated that the City of SB SLR subcommittee had postponed its outreach effort thereby delaying the study. Mr. Friedman also indicated that he was on the League of Cities Policy Committee for Environmental Quality and they are looking at SLR and short-term rentals issues.</li> <li>• Director Weir indicated that the City of Ventura was addressing erosion issues at the Ventura Promenade. The City has moved 4-ton boulders under the promenade to mitigate the erosion. In addition, the City is pursuing with the Coastal Commission limited time parking at the parking lot by the Promenade.</li> <li>• Director Shaw indicated that the City of Carpinteria has implemented a 2-hour parking time limit at coastal beach areas and includes enhanced enforcement.</li> <li>• Director Williams indicated that the City of Carpinteria was able to implement the limited time parking through an emergency permit.</li> <li>• Director Gama indicated that use of protective boulders is important, but it does accelerate erosion downcoast.</li> <li>• Director Richards indicated that the City of Goleta was supporting a California Sea grant request to fund the next phase of the Kelp Project in Goleta Bay. In addition, in March and April SB County Flood Control made depositions of sediment from debris basins onto Goleta Beach. The material was tested prior to placement and during placement and all result came back clean.</li> <li>• Chair Hart indicated that he had directed BEACON Staff to move forward with trying to secure approvals for a beach nourishment component of the City of Carpinteria’s Rincon trail Project.</li> <li>• Director Ramirez indicated that homelessness in the City of Oxnard is an issue and along with the Ventura County the City is making great efforts to house the homeless. Unfortunately, the homeless often prefer camping out at the beaches which has an impact on the natural environment.</li> <li>• Director Gama indicated that a lot of the homeless set up encampments on beaches and refuse services from the local jurisdictions and this can cause trash. Volunteers have removed a significant amount of trash from Orman Beach during the last 2 years.</li> <li>• Director Zaragoza commended Director Gama for his beach clean up coordination efforts over the years. Mr. Zaragoza also reported that Ventura County was moving forward with covering an existing drainage channel.</li> <li>• Director Williams indicated that SB County had set up temporary shelter for homeless in hotels during COVID.</li> </ul>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 15, 2020  
**TIME:** 9:00 AM  
**PLACE:** TELECONFERENCE

<b>Item</b>	<b>5B1</b>	<p><b>BEACON Organization – Executive Staff Transition 2020 -Appointment of Marc Beyeler as Executive Director effective May 15, 2020</b></p> <p><b>Recommended Action:</b></p> <ol style="list-style-type: none"> <li><b>i. Appoint Marc Beyeler as Executive Director, effective May 15, 2020.</b></li> <li><b>ii. Approve and authorize the Chair to execute Amendment No. 3 to the Agreement with MBA Consultants to increase the scope of work to include Marc Beyeler serving as the Executive Director of BEACON without a change in the total amount not to exceed \$64,250 and no change to the period of performance ending June 30, 2020.</b></li> </ol>
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Brian Brennan reported that at the January 2020 Board Meeting the Board assigned Marc Beyeler to position of Deputy Executive Director. Mr. Brennan continued that based on the time he needed to spend on COVID issues for the County of Ventura, he strongly recommended that Mr. Beyeler be appointed to the Executive Director position and that the Board approve the related scope change to his agreement.</li> <li>• Mr. Beyeler indicated that he has been working closely with the Transition Subcommittee over the last four months and is excited to take on this new role.</li> <li>• Chair Hart expressed his immense thanks to Brian Brennan for his many years of amazing service to BEACON and he is fully supportive of bringing on Marc to take over the mantel of Executive Director. Mr. Hart also thanked the Transition Subcommittee for it excellent work.</li> <li>• Director Zaragoza commended Brian Brennan for his outstanding work and was also supportive of the transition to Marc Beyeler.</li> <li>• Director Ramirez thanked Brian and indicated that he has been the foundation of BEACON for two decades. She also expressed support for Marc and his work with BEACON.</li> <li>• Director Williams indicated that he had known Brian Brennan for twenty years and that BEACON owes a great dept of gratitude to Brian - BEACON as an agency would not have survived if not for Brian Brennan.</li> <li>• Director Weir indicated that we need a party for Brian Brennan to celebrate his decades of services. Ms. Weir expressed that she looked forward to working with Marc.</li> <li>• Director Shaw expressed his thanks to Brian Brennan for all he has done for BEACON and the City of Carpinteria. Mr. Shaw also stated that he believed the transition to Marc will be extremely easy.</li> <li>• Mr. Brennan indicated that Dr. Bailard also played a vital role in the survival of BEACON and he also needs to be celebrated.</li> <li>• Director Friedman thanked Brian Brennan. He recalled what a great help Brian was back when Mr. Friedman was a staffer for the then Supervisor Carbajal.</li> <li>• Director Gama suggested a party for Brian at the ribbon cutting for the Mondo's Cove stairway's project.</li> </ul> <p><b>BOARD ACTIONS: The Board approved unanimously the Recommended Action.</b>          Moved by Friedman/Second by Gama.</p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 15, 2020  
**TIME:** 9:00 AM  
**PLACE:** TELECONFERENCE

<b>Item</b>	<b>5B2</b>	<p><b>BEACON Organization – Membership Dues.</b></p> <p><b>i. Receive and review Staff Report on membership dues increase.</b></p> <p><b>ii. Discuss and direct Staff to return in July 2020 with specific membership dues increases.</b></p>
<b>Minutes/ Actions:</b>		<p>Mr. Marc Beyeler - Executive Director:</p> <ul style="list-style-type: none"> <li>• Staff has worked over last 3 months with the Transition Subcommittee and County of Ventura HR Department to come up with funding options for an Executive Director.</li> <li>• Three options were identified:</li> <li>• 100% increase in membership dues which could fund a full time Executive Director.</li> <li>• 75% increase in membership dues which could fund a full-time Executive Director but would also require use of contingency funds.</li> <li>• CPI cost increase only which would fund a part-time Executive Director and would also expend a large portion of contingency.</li> </ul> <p>Mr. Beyeler reported that generally the consensus at the February and April Transition Subcommittee meetings was that the 100% option is best but that member agencies should contribute what they can afford. In addition, consensus was that the membership dues increase decision would be postponed till the July Board meeting once member agencies have adopted their own budgets.</p> <ul style="list-style-type: none"> <li>• Chair Hart (County of SB) indicated that he felt the recommendations of the Subcommittee makes sense. The County of SB has included the 100% membership dues increase in its FY20-21 Budget.</li> <li>• Director Zaragoza (County of Ventura) reported that the County of Ventura supports the 100% membership dues increase.</li> <li>• Director Ramirez (City of Oxnard) reported that she was unsure what the City of Oxnard had included in the FY 20-21 Budget, but she would be speaking to the City Manager.</li> <li>• Director Friedman (City of SB) reported that he has asked the City Manager to go with the 100% increase. He also stated that SLR is not going away and the need for a regional coastal agency is more critical now than ever.</li> <li>• Director Shaw (City of Carpinteria) reported that he had discussed this item with the City Manager, and he believed the that the 100% increase would be included in the FY 20-21 Budget.</li> <li>• Director Weir (City of Ventura) reported that the 100% increase is included in the Draft FY 20-21 Budget.</li> <li>• Director Richards (City of Goleta) reported that the 100% increase is included in the Draft FY 20-21 Budget. The City’s budget hearings are yet to happen.</li> <li>• Director Gama (City of Port Hueneme) indicated that he would advocate to the Council the 100% increase. Mr. Gama felt the increase was a nominal investment compared to overall City budget. BEACON is important to the City.</li> </ul>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, May 15, 2020**  
**TIME: 9:00 AM**  
**PLACE: TELECONFERENCE**

<b>Item</b>	5C	<p><b>Amendments to BEACON Bylaws</b></p> <p><b>Recommended Action:</b></p> <p>i. Review and recommend approval of the amended BEACON Bylaws. (requires a 2/3/ majority vote of the Board of Directors)</p>
<b>Minutes/ Actions:</b>		<p>Ex Director Brennan indicated that the recommendation is to amend the BEACON's Bylaws that were created in 1986. The proposed amendment reflects changes in the 1999 Joint Powers Agreement and BEACON's current practices. Specifically, the amendment includes an update to BEACON's name, two-year terms for BEACON Officers, flexibility in appointing committees, and a change to simplified parliamentary procedures.</p> <p><b>BOARD ACTIONS: The Board approved unanimously the Recommended Action.</b>          Moved by Ramirez/Second by Zaragoza.</p>

<b>Item</b>	5D	<p><b>Auditor-Controller Budget Actions and Financial Reports</b></p> <p><b>Recommended Actions:</b></p> <p>i. Receive and file the Budget-to-Actual report for the year-to-date period ending April 30, 2020 (Exhibit I)</p> <p>ii. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10<sup>th</sup> vote):</p> <p style="padding-left: 40px;">INCREASE Other Professional and Specialized Services \$ 5,000</p> <p style="padding-left: 40px;">DECREASE Contingency \$ 5,000</p> <p>iii. Receive and file proposed increase to Fiscal Year 2020-2021 Membership Dues (Exhibit II) and provide direction to BEACON Staff as appropriate.</p> <p>iv. Receive and file Proposed BEACON Budgets for Fiscal Year 2020-2021 (Exhibit III) and Provide Direction to BEACON Staff.</p>
<b>Minutes/ Actions:</b>		<p>Mr. Carlos Maldonado of the ACO presented the four items: Budget to Actual report, budgetary adjustments, a report on a membership dues increase recommendation; and, a report of FY 2021 Budget Scenarios.</p> <p><b>BOARD ACTIONS: BOARD ACTIONS: The Board approved unanimously the Recommended Action.</b>          Moved by Shaw/Second by Williams.</p>

<b>Item</b>	6	<p><b>Executive Director's Report and Communications</b></p>
<b>Minutes/ Actions:</b>		<p>The Executive Director made the following report:</p> <ul style="list-style-type: none"> <li>• The City of Port Hueneme Council would be considering the dues increase at an upcoming Council Meeting.</li> <li>• A letter and presentation would be prepared and submitted to the member agencies. He also indicated that planning for a science workshop was in the works but will be delayed for now.</li> <li>• With the loss of Dr. Bailard BEACON is pursuing a Technical Workshop with a Science Group consisting of eighteen science personnel. This work group would serve as science advisors to BEACON.</li> </ul>

**Adjourn to next regular meeting July 17, 2020 at 9:00 AM by Teleconference or Video Conference.**

**Meeting Minutes by Gerald Comati, Program Manager, BEACON.**



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STAFF REPORT

Meeting Date: July 24, 2020  
Agenda Item: 2

To: BEACON Board of Directors  
Fr: Executive Director

Date: July 21, 2020

Subject: Public Comment and Other Matters not on the Agenda

**RECOMMENDED ACTIONS:**

**Receive Public Comments.**



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STAFF REPORT

Meeting Date: July 24, 2020  
Agenda Item: 5A

To: BEACON Board of Directors  
Fr: Executive Director

Date: July 21, 2020

Subject: Board Member Reports



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STAFF REPORT

Meeting Date: July 24, 2020  
Agenda Item: 5B1

To: BEACON Board of Directors  
Fr: Executive Director

Date: July 21, 2020

Subject: BEACON Organization – BEACON Science Strategy

**RECOMMENDED ACTIONS:**

- i. Receive Staff Report on BEACON Science Support, including renewing Professional Services Agreement with Dr. Douglas George to provide Science Advisor services and describing staff efforts to organize a Science Advisory Panel.

**DISCUSSION:**

BEACON is establishing a group of Science Advisors to implement enhanced science assistance, including:

- identifying science support resources,
- developing ways to better integrate science into its policy and decision-making,
- identifying data collection and scientific research initiatives that could benefit BEACON programs and policies, and that BEACON should support,
- collaborating with academic and agency partners on new science initiatives;
- providing up-to-date science data and research results to regional and local program managers; and
- where needed and appropriate, providing scientific advice on new BEACON projects or identifying scientific expertise to be consulted on project evaluations.

Over several months in 2019-2020, BEACON staff met with and sought input from a range of interested and experienced scientific personnel from throughout California, both in academic settings and within public and private organizations. There was widespread support for establishing a science support group for BEACON, and many of the personnel interviewed volunteered to serve on such a group of advisors.

BEACON executive and consultant staff are proposing the initial formation of the group in the fall of 2020 and initial activities as early as the beginning of 2021. In the first two years of the group, BEACON staff are proposing two annual meetings. The first one involves the science advisors only and is focused on a review of relevant data collection and scientific research initiatives of importance



to the BEACON Coast. The second meeting would involve the science advisors and local and regional agency managers, where there would be an exchange of information between the scientists and the managers focused on discussing, evaluating, and prioritizing data collection and scientific investigations of most relevance to BEACON's mission.

The initial next steps include: 1) recruiting and confirming the advisor leadership, 2) finalizing the group purposes and charter, and 3) recruiting the initial members of the group. BEACON executive staff are being assisted in these efforts by the BEACON Science Policy Advisor, Dr. Doug George. Dr. George would serve as the group's Co-Chair and serve as staff to the group, working in close coordination with the BEACON Executive Director, Marc Beyeler.

**Timeline**

Summer 2020	Recruit Leadership
Fall 2020	Finalize Initial Purpose Statement
Fall 2020	Recruit Members
Winter 2020-21	Hold Initial Annual Science Meeting
Spring-Summer 2021	Hold Annual Science-Manager Workshop



Attachment 1

BEACON Science Support Participants

Kiki Patsch	CSUCI, Assistant Professor and Interim Chair of Environmental Science and Resource Management
Patrick Barnard	USGS-Pacific Coastal and Marine Science Center, Geologist
Sean Vitousek	USGS- Pacific Coastal and Marine Science Center, Oceanographer
Dan Hoover	USGS- Pacific Coastal and Marine Science Center, Research Oceanographer
Monique Myers	UCSB-California Sea Grant, CA Sea Grant Specialist
Jenny Dugan	UCSB, Research Biologist
Lesley Ewing	California Coastal Commission (CCC), Senior Coastal Engineer
Sean Hecht	UCLA, Co-Executive Director of the Emmett Institute on Climate Change and the Environment, and Evan Frankel Professor of Policy and Practice
Phil King	SFSU, Professor
Phyllis Grifman	USC Sea Grant, Associate Director
Charles Lester	UCSB-Coastal and Marine Policy Center, Director
Dave Revell	Integral Consulting, Principal
Bob Battalio	Environmental Science Associates (ESA), Senior Engineer

Attachment 1

Chris Potter            Ca Ocean Protection Council (OPC),  
State Co-Chair CSMW

Nick Sadrpour            UCSD-California Sea Grant,  
Program Coordinator

Kristen Goodrich        Tijuana River National Estuarine Research Reserve (TRNERR),  
Coastal Training Program Coordinator



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**Member Agencies**

Fred Shaw  
*City of Carpinteria*

Kyle Richards  
*City of Goleta*

Carmen Ramirez  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Christy Weir, Vice-Chair  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Gregg Hart, Chair  
Das Williams  
*County of Santa Barbara*

Steve Bennett  
John Zaragoza  
*County of Ventura*

**Executive Director**  
Marc Beyeler

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STAFF REPORT

Meeting Date: July 24, 2020  
Agenda Item: 5B2

To: BEACON Board of Directors  
Fr: Executive Director

Date: July 21, 2020

Subject: Member Assessments (Membership Dues)

**RECOMMENDED ACTIONS:**

- i. Receive and discuss Staff Report on member dues
- ii. Adopt an increase to voting member assessments (membership dues) for fiscal year 2020-2021 to provide an additional \$152,865 in revenue (Exhibit I).  
(Requires unanimous approval (10/10th vote))

**DISCUSSION:**

Over the past several meetings, the BEACON Board of Directors have discussed the need for increased revenues to support a paid Executive Director and to support increased program support of BEACON operations. At the May Board meeting, the Board discussed the increase in member assessments to support a paid Executive Director and to support increased program support.

Board members voiced support for a 100%\* increase in member dues but delayed any final action pending the budget deliberations of the member agencies for fiscal year 2020-21. Board members indicated that the 100% request was being considered within the forthcoming budget deliberations of the various member agencies. Throughout June and into July, all of the member agencies considered the proposed increase in BEACON member dues.

As of July 21<sup>th</sup> all of the member agencies have concluded their budget deliberations for the upcoming fiscal year and all of the member agencies' budgets for FY 2020-21 include an increase in the BEACON member dues.

Staff is recommending the BEACON Board of Directors adopt an increase to voting member assessments detailed in Attachment 1 to provide an additional \$152,865 in revenue to BEACON for the current fiscal year.

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\*Includes a 160% increase in the assessment for the City of Pt. Hueneme to conform to small city assessment rate going forward.

**Fiscal Year 2020-2021  
BEACON Proposed Membership Dues**

Entity	Fiscal Year 17-18	CPI Increase 3.50%	Fiscal Year 18-19	CPI Increase 3.20%	Fiscal Year 19-20	Increase 100.00%	Fiscal Year 20-21
County of Ventura	\$ 23,400.00	\$ 820.00	\$ 24,220.00	\$ 775.00	\$ 24,995.00	\$ 24,995.00	\$ 49,990.00
County of Santa Barbara	23,400.00	820.00	24,220.00	775.00	24,995.00	24,995.00	49,990.00
City of Santa Barbara	19,500.00	685.00	20,185.00	645.00	20,830.00	20,830.00	41,660.00
City of Oxnard	19,500.00	685.00	20,185.00	645.00	20,830.00	20,830.00	41,660.00
City of Buena Ventura	19,500.00	685.00	20,185.00	645.00	20,830.00	20,830.00	41,660.00
City of Carpinteria	11,700.00	410.00	12,110.00	390.00	12,500.00	12,500.00	25,000.00
City of Port Hueneme	9,000.00	315.00	9,315.00	300.00	9,615.00	*15,385.00	25,000.00
City of Goleta	11,700.00	410.00	12,110.00	390.00	12,500.00	12,500.00	25,000.00
	\$ 137,700.00	\$ 4,830.00	\$ 142,530.00	\$ 4,565.00	\$ 147,095.00	\$ 152,865.00	\$ 299,960.00

\*Represents a 160% increase to match other similarly sized member agencies.



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**STAFF REPORT**

Meeting Date: July 24, 2020  
Agenda Item: 5C1

To: BEACON Board of Directors  
From: Ventura County Auditor-Controller's Office

Date: July 24, 2020

Subject: Auditor-Controller Budget Actions and Financial Reports

**RECOMMENDATIONS:**

- a. Receive and file the Fiscal Year 2019-2020 Budget-to-Actual report for the year-to-date period ending June 30, 2020 (Exhibit I).
- b. Receive and adopt Recommended BEACON Budget for Fiscal Year 2020-2021 (Exhibit II).
- c. Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2020-2021 budget where the Fiscal Year 2019-2020 actual year-end closing fund balance differs from the budget estimate.

**DISCUSSION:**

**Recommendation a –**

Receive and file report from Ventura County Auditor-Controller's Office on Budget-to-Actual results for Fiscal Year 2019-20 for the period ending June 30, 2020 (Exhibit I).

**Recommendation b –**

Receive and adopt Recommended Budgets for Fiscal Year 2020-2021 (Exhibit II).

**Analysis**

The Recommended Budget for Fiscal Year 2020-2021 assumes that a substantial increase of Membership Dues will be approved by the Board prior to formal adoption.

**Overhead Expenditures:**

The operating expenses increased approximately 33% over the prior year. This increase is necessitated by the addition of a compensated Executive Director after being a pro bono position for many years.



**Grant Expenditures:**

Grant Funding Expenditures decreased by approximately 38% primarily due to work already completed in Fiscal Year 2019-2020 related to the OPC Grant for the Surfer's Point Project.

Grant Funding Expenditures decreased by approximately 38% primarily due to work already completed in Fiscal Year 2019-2020 related to the OPC Grant for the Surfer's Point Project.

**Revenue:**

Proposes a minimum of 100% increase in membership dues for FY 2020-21. This increase, if approved, will provide BEACON with \$299,960 in revenue. The dues increase is mandated by the addition of a compensated Executive Director now that the position is no longer pro bono.

Projects \$4,000 in Investment Income, which represents a decrease of approximately 34%.

**Grant Revenue:**

Grant Revenues decreased by approximately 38% over prior year as a result of progress made in Fiscal Year 2019-2020 on the OPC Grant for the Surfer's Point Project.

**Fund Balance - Reserves**

For FY 2020-21 Budget, the projected beginning fund balance is \$219,899. If all budgeted overhead expenditures are incurred, and the full Contingency amount is used, the projected ending fund balance would be \$211,256. This represents a projected use of appropriated fund balance in the amount of \$8,643 for the year.

**Recommendation c –**

Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2020-2021 budget where the Fiscal Year 2019-2020 actual year-end closing fund balance differs from the budget estimate.

**BEACON FUND 0025  
YEAR TO DATE BUDGET TO ACTUAL FY 2019-20  
FOR THE MONTH ENDING JUNE 30, 2020**

Unit	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	72,955.00	-	72,955.00	198,055.44		198,055.44	125,100.44
5995		Unassigned Fund Balance	72,955.00	-	72,955.00	198,055.44		198,055.44	125,100.44
<b>REVENUE</b>									
5665	8911	Investment Income - (Interest Earnings)	6,000.00	-	6,000.00	4,245.11		4,245.11	(1,754.89)
5665	9252	State Other - Coastal Comission Mitagation Fees (Mondo's Cove Public Access Stairway Project)		64,000.00	64,000.00	21,020.50		21,020.50	(42,979.50)
5665	9252	State Other - (OPC Grants)	372,365.00	-	372,365.00	-		-	(372,365.00)
5665	9371	Other Governmental Agencies - (City of Ventura - Reimbursement)	-	5,250.00	5,250.00	-		-	(5,250.00)
5665	9371	Other Governmental Agencies - (Member Dues)	147,095.00	-	147,095.00	147,095.00		147,095.00	-
<b>Total Revenue</b>			<b>525,460.00</b>	<b>69,250.00</b>	<b>594,710.00</b>	<b>172,360.61</b>		<b>172,360.61</b>	<b>(422,349.39)</b>
<b>TOTAL SOURCES</b>			<b>598,415.00</b>	<b>69,250.00</b>	<b>667,665.00</b>	<b>370,416.05</b>		<b>370,416.05</b>	<b>(297,248.95)</b>
<b>EXPENDITURES</b>									
5665	2072	Insurance	3,500.00	-	3,500.00	3,530.54	-	3,530.54	(30.54)
5665	2131	Membership Dues	500.00	-	500.00	500.00	-	500.00	-
5665	2159	Miscellaneous Expenses (Kelp Anchor Permits, Office Expenses, Funding Workshop, SCCBEP)	13,050.00	-	13,050.00	-	-	-	13,050.00
5665	2183	Engineering and Technical Surveys (Tech Advisor- J Bailard; Project Management - COM3; Science Support - Dr. Doug George)	61,500.00	(11,131.00)	50,369.00	45,171.03	9,197.97	54,369.00	(4,000.00)
5665	2185	Attorney Services (County of Santa Barbara)	12,000.00	-	12,000.00	4,522.00	7,478.00	12,000.00	-
5665	2199	Other Professional & Specialized Services (Accounting Srv. - County of Ventura, Marc Beyerler, Pam Baumgardner, Jensen Design & Survey, Inc.)	48,500.00	102,250.00	150,750.00	80,886.23	55,465.00	136,351.23	14,398.77
5665	2273	Education, Conferences, and Seminars (Registration Fees)	2,000.00	-	2,000.00	808.75	-	808.75	1,191.25
5665	2292	Travel Expenses (Misc Payments, Travel & Conf.)	10,000.00	-	10,000.00	580.80	-	580.80	9,419.20
<b>Total Overhead Expenditures</b>			<b>151,050.00</b>	<b>91,119.00</b>	<b>242,169.00</b>	<b>135,999.35</b>	<b>72,140.97</b>	<b>208,140.32</b>	<b>34,028.68</b>
<b>Grant Funded Expenditures</b>									
<b>OPC - Debris Basins Removal:</b>									
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1, 8 & 9) - COM3	6,000.00	-	6,000.00	-	6,000.00	6,000.00	-
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1 & 8) - J Bailard	4,000.00	-	4,000.00	-	-	-	4,000.00
5665	2183	Planning, Engineering, Construction, CM, Monitoring & Restoration - (Tasks 2, 3, 4, 5, 6 & 7) - SB County Flood Control District	8,000.00	-	8,000.00	-	-	-	8,000.00
<b>Total Grants - OPC - Debris Basins Removal:</b>			<b>18,000.00</b>	<b>-</b>	<b>18,000.00</b>	<b>-</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>12,000.00</b>
<b>Grants - OPC - Surfer's Point Project:</b>									
5665	2183	Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	354,365.00	-	354,365.00	101,326.88	-	101,326.88	253,038.12
<b>Total Grants - OPC - Surfer's Point Project:</b>			<b>354,365.00</b>	<b>-</b>	<b>354,365.00</b>	<b>101,326.88</b>	<b>-</b>	<b>101,326.88</b>	<b>253,038.12</b>
<b>Total Grant Funded Expenditures</b>			<b>372,365.00</b>	<b>-</b>	<b>372,365.00</b>	<b>101,326.88</b>	<b>6,000.00</b>	<b>107,326.88</b>	<b>265,038.12</b>
5665	6101	Contingency	75,000.00	(21,869.00)	53,131.00	-	-	-	53,131.00
<b>TOTAL EXPENDITURES</b>			<b>598,415.00</b>	<b>69,250.00</b>	<b>667,665.00</b>	<b>237,326.23</b>	<b>78,140.97</b>	<b>315,467.20</b>	<b>352,197.80</b>
<b>Ending Unassigned Fund Balance</b>						<b>-</b>		<b>133,089.82</b>	

**BEACON - FUND 0030 - BEACON Sand Supply and Public Access**

**Unadjusted Balance, as of June 30, 2020: 43,088.76**

## RECOMMENDED BEACON BUDGET FOR FY 2020-2021

Fund O025	Division/ Unit Code	Account Code	FY 2018-19 Actual	FY 2019-20 Estimated Actual	FY 2020-21 Recommend Budget to Adopt
<b>FINANCING SOURCES</b>					
<b>Fund Balance</b>					
Appropriation of Fund Balance			-	-	8,643
<b>Revenue</b>					
Investment Income	5665	8911	5,741	5,642	4,000
Membership Dues	5665	9371	142,530	147,095	299,960
City of Ventura - Reimbursement	5665	9371	-	5,250	-
Contributions and Donations	5665	9770	-	-	-
Grant Funding (OPC Grant for Debris Basin Modification Project)	5665	9252	-	-	14,000
Grant Funding (OPC Grant - Surfer's Point Project)	5665	9252	-	136,046	218,320
Coastal Commission Mitigation Fees (Mondo's Cove Public Access Stairway Project)	5665	9252	-	29,926	34,075
<b>Subtotal - Revenue:</b>			<b>148,271</b>	<b>323,959</b>	<b>570,355</b>
<b>Total Financing Sources</b>			<b>148,271</b>	<b>323,959</b>	<b>578,998</b>
<b>EXPENDITURES</b>					
<b>Operating Expenses (Overhead):</b>					
Insurance	5665	2072	3,303	3,531	3,500
Memberships and Dues - (American Shore & Beach Preservation Assoc.)	5665	2131	500	500	2,000
Miscellaneous Expense - (Communications and Outreach)	5665	2159	320	320	5,000
Miscellaneous Expense - (CRSMP Update/SCCBEP)	5665	2159	-	-	20,000
Engineering and Technical Surveys - (Science Support Services)	5665	2183	10,272	5,869	15,000
Other Professional & Specialized Services- (Dr. Douglas George)	5665	2183	-	3,542	15,000
Engineering and Technical Surveys - (Program Management - COM3)	5665	2183	28,143	40,801	43,500
Engineering and Technical Surveys - (Geographic Information Systems)	5665	2183	-	-	3,000
Attorney Services - (County of Santa Barbara)	5665	2185	8,708	9,562	12,000
Other Professional & Specialized Services- (Executive Director)	5665	2199	-	-	134,900
Other Professional & Specialized Services- (Jensen Design & Survey, Inc.)	5665	2199	-	25,926	36,898
Other Professional & Specialized Services- (Accounting Services - Co of Ventura)	5665	2199	10,450	9,450	15,000
Other Professional & Specialized Services - (Biennial Audit Services)	5665	2199	10,180	-	10,380
Other Professional & Specialized Services - (Barrett Productions)	5665	2199	1,600	450	-
Other Professional & Specialized Services- (Marc Beyeler)	5665	2199	26,500	62,928	-
Other Professional & Specialized Services- (Pam Baumgardner)	5665	2199	1,800	1,800	2,000
Education Conference and Seminars (Registration fees for conferences)	5665	2273	290	809	1,000
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292	729	581	2,500
<b>Subtotal - Operating Expenses:</b>			<b>102,795</b>	<b>166,069</b>	<b>321,678</b>
<b>Grant Funding Expenditures:</b>					
Engineering and Technical Surveys - OPC Grant - Debris Basin Project (Tasks 1, 8, 9) - COM3	5665	2183	-	-	6,000
Engineering and Technical Surveys - OPC Grant - Debris Basin Project (Tasks 2, 3, 4, 5, 6, 7) - SB County Flood Control	5665	2183	-	-	8,000
<b>OPC Grant - Debris Flow Modification Project:</b>			<b>-</b>	<b>-</b>	<b>14,000</b>
Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	5665	2183	-	136,046	218,320
<b>OPC Grant - Surfer's Point Project:</b>			<b>-</b>	<b>136,046</b>	<b>218,320</b>
<b>Subtotal - Grants:</b>			<b>-</b>	<b>136,046</b>	<b>232,320</b>
<b>Contingencies:</b>					
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101	-	-	25,000
<b>Subtotal - Contingencies:</b>			<b>-</b>	<b>-</b>	<b>25,000</b>
<b>TOTAL EXPENDITURES</b>			<b>102,795</b>	<b>302,115</b>	<b>578,998</b>
<b>Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]</b>			<b>45,476</b>	<b>21,844</b>	<b>(8,643)</b>
<b>Fund O025 - Beginning Fund Balance</b>			<b>\$ 152,579</b>	<b>198,055</b>	<b>219,899</b>
<b>Fund O025 - Ending Fund Balance</b>			<b>\$ 198,055</b>	<b>219,899</b>	<b>211,256</b>





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**STAFF REPORT**

Meeting Date: July 24, 2020  
Agenda Item: 5C2

To: BEACON Board of Directors  
From: Executive Director

Date: July 24, 2020

Subject: Annual Agreements

**RECOMMENDATIONS:**

- i. Approve, ratify, and authorize the Chair to execute an Agreement with MBA Consultants for Marc Beyeler to provide Executive Director services in an amount not to exceed \$134,900 with a period of performance from July 1, 2020 through June 30, 2021.
- ii. Approve, ratify, and authorize the Chair to execute an Agreement with Ventura County Auditor-Controller's office to provide accounting services in an amount not to exceed \$15,000 with a period of performance from July 1, 2020 through June 30, 2021.
- iii. Approve, ratify, and authorize the Chair to execute an Agreement with Santa Barbara County to provide legal services in an amount not to exceed \$12,000 with a period of performance from July 1, 2020 through June 30, 2021.
- iv. Approve, ratify, and authorize the Chair to execute an Agreement with COM3 Consulting Incorporated to provide program manager services in an amount not to exceed \$49,500 with a period of performance from July 1, 2020 through June 30, 2021.
- v. Approve, ratify, and authorize the Chair to execute an Agreement with Pamela Baumgardner to provide webmaster and social media services in an amount not to exceed \$2,000 with a period of performance from July 1, 2020 through June 30, 2021.
- vi. Approve, ratify, and authorize the Chair to execute an Agreement with Dr. Douglas George to provide science advisor services in an amount not to exceed \$15,000 with a period of performance from July 1, 2020 through June 30, 2021.
- vii. Approve, ratify, and authorize the Chair to execute an Agreement with Fedak and Brown to provide audit services in an amount not to exceed \$10,380 with a period of performance from July 1, 2020 through February 28, 2021.

**DISCUSSION:**

Since BEACON has no employees, all functions are carried out by either member agencies' staff or contract consultants. The agency provided services are from Ventura County Auditor-Controller's Office for accounting services and from the County of Santa Barbara for legal services. The consultant positions are for



Executive Director, Program Manager, Science Adviser, and Webmaster. These positions are being provided by Marc Beyeler of MBA Consultants, Gerald Comati of COM3 Consulting, Dr. Douglas George, and Pam Baumgardner, respectively. All four individuals are uniquely qualified to fulfill these roles and their knowledge and understanding of BEACON is extensive. For these reasons, their continued use during FY 20-21 is recommended.

In addition to the aforementioned consultants, in FY 20-21, BEACON is required to have a biennial audit performed for which the Ventura County Auditor-Controller's office selected Fedak and Brown, Certified Public Accountants, through a qualified selection process.

For FY 20-21, BEACON expects to focus on the following core activities:

- ◆ Pursuit of grant funding and delivery of a new South-Central Coast Beach Enhancement Program (SCCBEP).
- ◆ Pursue grant funding to implement an amendment to BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address SLR and Climate Change.
- ◆ Coordination with BEACON member agency staffs regarding coastal issues and strategies.
- ◆ Implementation of Surfers Point Project Phase 2.
- ◆ Implementation of the Santa Barbara County Debris Basin Project and support Santa Barbara County Flood Control.
- ◆ Delivery of Mondo's Cove Stairway Access Project.
- ◆ Coordination with Caltrans District 7 regarding sedimentation deposition program in Ventura County.
- ◆ Implementation of a beach nourishment component of the City of Carpinteria's Rincon Trail Project.
- ◆ Continue development of partnership programs with the Santa Barbara and Ventura Counties Flood Control Districts for other Debris Basin modification or removal project opportunities.
- ◆ Implementation of the East Beach Dune Restoration Project.
- ◆ Pursuit of grant funding for the Supplemental Dredging Program.
- ◆ Development of outreach initiatives for public education regarding coastal issues.
- ◆ Implementation of the Goleta Bay Kelp Anchor Demonstration Project.
- ◆ Preparation of Biennial Audit.

The total proposed amount for annual agency and consultant service contracts is \$238,780 which results in an increase of \$111,280 over the adjusted FY19-20 budget for these same agreements. The increase is primarily due to the addition of the Biennial Audit contract and the addition of the paid Executive Director position.

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

## AGREEMENT FOR SERVICES

This Agreement is entered into by:

**Beach Erosion Authority for Clean  
Oceans and Nourishment (“BEACON”)**

And

**Marc Beyeler** (“Contractor”)  
Principal/Senior Associate  
MBA Consultants  
26416 Mulholland Highway,  
Calabasas, CA 91302  
Phone: 510-316-6095  
e: marcbeyeler@mac.com

### I. CONTACT INFORMATION.

A. DESIGNATED REPRESENTATIVES: Gerald Comati at phone number 805-962-0488 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Marc Beyeler at phone number 510-316-6095 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

B. NOTICES: Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To BEACON: Gerald Comati  
BEACON  
1943 Grand Avenue  
Santa Barbara, CA 93103  
T:805-062-0488  
E:comati@beacon.ca.gov

To CONTRACTOR: Marc Beyeler/MBA Consultants  
26416 Mulholland Highway,  
Calabasas, CA 91302  
  
T:510-316-6095  
E:marcbeyeler@mac.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

## II. SCOPE OF WORK.

### A. SCOPE OF WORK (“Services”):

1. Contractor shall perform the duties of Executive Director described in Attachment 1 BEACON Executive Director Job Description, attached hereto and incorporated herein by this reference.

B. Contractor will be individually responsible for all aspects of this Agreement.

C. CONTRACT PERIOD: July 1, 2020 – June 30, 2021.

## III. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$134,900.00.

1. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Scope of Work as determined by BEACON. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment 2 (Schedule of Fees), as attached hereto and incorporated herein by this reference. Invoices submitted for payment that are based upon Attachment 2 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in Scope of Work.
2. Each month, CONTRACTOR shall submit to the BEACON DESIGNATED REPRESENTATIVE an invoice or certified claim on the BEACON Treasury for the service performed over the period specified. These invoices or certified claims must cite this Agreement. BEACON shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment 2 shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
3. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

B. EXPENSES: BEACON shall reimburse Contractor for expenses related to the performance of services described in this Agreement. BEACON shall approve any changes to the approved budget in writing through an Amendment to this Agreement.

## IV. 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 BEACON. If BEACON 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 BEACON, including but not limited to workers' compensation and health insurance. Contractor shall provide evidence of general liability insurance prior to starting beginning work under this Agreement.

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 BEACON on behalf of Contractor.

#### V. LIABILITY; INDEMNIFICATION

A. LIMITATION OF LIABILITY: Neither BEACON 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: BEACON 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 BEACON grants Contractor and its representatives permission to use the Information as is necessary to the performance of the Services.

C. CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by BEACON on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to BEACON's active as well as passive negligence but does not apply to BEACON's sole negligence or willful misconduct.

#### VI. CANCELLATION

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

#### VII. OTHER

A. ASSIGNMENT: Contractor shall not assign, encumber or otherwise transfer this Agreement or any rights granted hereunder without the prior written consent of BEACON, which consent BEACON 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 by 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 Santa Barbara, California under the auspices and pursuant to the applicable rules of the American Arbitration Association.

E. CALIFORNIA LAW AND JURISDICTION. This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Any litigation regarding this Agreement or its contents shall be filed in the county of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

F. SEVERABILITY. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

G. HEADINGS. Section headings used herein are inserted for convenience only and are not part of this Agreement.

H. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY. BEACON shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of BEACON.

I. RECORDS, AUDITS, AND REVIEW. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

J. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

K. COMPLIANCE WITH LAW. CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether BEACON is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and BEACON.

L. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

M. SURVIVAL. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

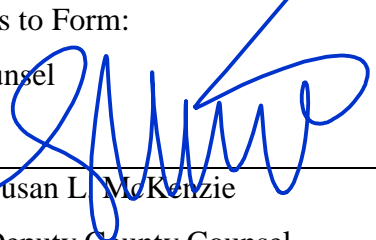
N. CONFLICT OF INTEREST. CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement,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

*(Signatures on following page)*

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2020.

CONTRACTOR

By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Principal, MBA Consultants  
Date: \_\_\_\_\_

Approved as to Form:  
County Counsel  
By:  \_\_\_\_\_  
Susan L. McKenzie  
Deputy County Counsel,  
Counsel for BEACON

BEACON

By: \_\_\_\_\_  
Name: Gregg Hart  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: Gerald Comati  
Title: BEACON Designated  
Representative



# ATTACHMENT 1

## BEACON Executive Director Job Description

BEACON, the Beach Erosion Authority for Clean Oceans and Nourishment, is a Joint Powers Agency, consisting of the Ventura and Santa Barbara Counties, and the six coastal cities of Santa Barbara, Goleta, Carpinteria, Oxnard, Port Hueneme, and San Buenaventura. BEACON is responsible for regional beach erosion and nourishment policy and projects, and the protection of coastal water quality. BEACON's projects are included in its Coastal Regional Sediment Management Plan. BEACON is governed by a 10 member Board of Directors, representing 8 member agencies.

The Executive Director under policy direction of the BEACON Board of Directors, organizes, coordinates, and directs all BEACON functions and activities, provides leadership, policy guidance, strategic direction and day-to-day management of BEACON; fosters cooperative working relationships with the Board, the County of Ventura, cities and special districts, the public and other agencies; performs related work as assigned.

The BEACON Executive Officer is an "at-will" employee appointed by the Board. The Executive Director reports directly to the Board and performs all duties necessary for the proper and efficient management of BEACON as determined by the Board and the authorizing language of the JPA.

### **EXAMPLES OF DUTIES:**

The following is used as a partial description and is not restrictive to duties required.

Plans, organizes and directs the activities of BEACON; develops goals, policies and projects for BEACON subject to Board review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Conducts complex analysis and prepares written reports and recommendations; attends all BEACON meetings.

Represents BEACON in various negotiations with other governmental agencies regarding the authority and functions of BEACON and the policies, procedures and funding of BEACON.

Prepares and administers BEACON's annual budget working with staff of the County of Ventura.

Works closely with and advises the Board, consultant and professional and support staff, the Counties of Ventura and Santa Barbara, cities, special districts, the public and other agencies to implement BEACON programs and to ensure compliance with laws and local policies.

Reviews and authorizes the work of professional consultants; reviews work plans and progress reports and confers with consultant staff to define and solve problems; Responsible for the efficient and effective performance of all contractors.

Represents the BEACON before the media, other agencies and the public. Actively participates in BEACON related organizations and professional associations.

**QUALIFICATION GUIDELINES:**

Knowledge Of: State Joint Powers Authority state law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban and environmental planning practices and techniques; federal, state and local laws and guidelines relating to coastal and marine management and environmental protection.

**Skills and Abilities In:**

- Planning, organizing, coordinating and directing BEACON programs and activities.
  - Analyzing functional, organizational and financial characteristics of regional environmental, coastal and marine projects, evaluating alternatives, and recommending effective courses of action relating to BEACON functions.
  - Interpreting, explaining and applying BEACON law and policies and related state and federal laws.
  - Appointing, motivating and evaluating staff and providing for their training and professional development.
  - Representing BEACON effectively in contacts with the public, BEACON member agencies, and other public agencies, including state and federal agencies and partners
  - Promoting cooperative relationships with BEACON member agencies and their staff, other public agencies, public groups concerned with BEACON functions and operations.
- Supplemental Information:
- Works primarily in an office environment but regular travel is required within the region of Santa Barbara and Ventura counties.

**RECRUITING STANDARDS:**

Education/Experience: Graduation from an accredited college with a bachelor's degree in public administration, urban or environmental planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

## ATTACHMENT 2

### MBA Associates 2020-2021 Consultant Rates\*

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Principal	\$125-\$225/hour
Senior Associates	\$100-\$175/hour
Associates	\$80-\$100/hour
Specialists	Various
Administrative	\$60-\$75/hour

Reasonable Travel and transportation	Billed at cost
Mileage	\$0.54/mile
Copying and printing	Billed at cost

\*Any and all rates not listed or appearing in this Attachment 2, shall be agreed to and approved in writing by both Parties prior to Contractor invoicing.

**Agreement Between**

**COM3 Consulting Inc.**

**and**

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

**for**

**Project Management Services  
FY 2020-2021**



THIS AGREEMENT, made and entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and COM3 Consulting Inc., a California Corporation, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render professional and technical services for project management assistance to the BEACON in the implementation of beach enhancement projects during Fiscal Year 2020-2021.

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

**I. Agreement Organization and Content**

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

**II. Services to be Performed by CONSULTANT**

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

**III. Term of Agreement**

CONSULTANT shall begin performance of the Services on July 1, 2020 and shall complete the Services on June 30, 2021. The term of the Agreement may be extended by Amendment to this Agreement.

**IV. Compensation**

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

Total compensation and cost reimbursements paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$49,500.

**V. Assignment and Subcontracting**

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

**VI. Changes to Agreement**

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

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

**VII. Staffing**

CONSULTANT represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONSULTANT specifies that Gerald Comati shall serve as Project Principal.

**VIII. Termination of Agreement for Convenience**

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

**IX. Termination of Agreement for Cause**

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

**X. Responsibility of CONSULTANT**

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

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

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

**XI. Indemnity**

CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by BEACON on account of any claim except where such indemnification is prohibited by law. CONSULTANT's indemnification obligation applies to BEACON's active as well as passive negligence but does not apply to BEACON's sole negligence or willful misconduct.

**XII. Insurance**

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

- A. Workers' Compensation Insurance with an insurance company acceptable to BEACON. Statutory Workers' Compensation and Employer's Liability Insurance, with limits of at least One Million Dollars (\$1,000,000.00) shall cover all employees while performing any work incidental to the performance of this Agreement.
- B. General and Automobile Liability Insurance with insurance company or companies acceptable to BEACON. General Liability Insurance shall include personal injury liability with employee exclusion deleted and shall afford coverage for all premises and operations of the CONSULTANT and/or agents or subcontractors of CONSULTANT. Automobile Liability Insurance shall cover all non-owned motor vehicles, which are operated on behalf of CONSULTANT pursuant to activities hereunder. BEACON, its officers, employees and agents shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability insurance shall be at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per person and aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if BEACON has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only. Current certificates for required insurance shall be maintained at all times during performance of this Agreement in BEACON office as a condition precedent to payment by BEACON under this Agreement. Failure to comply with the insurance requirements shall place CONSULTANT in default. Upon request by BEACON, CONSULTANT shall provide certified copies of any insurance policies to BEACON within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by BEACON.

**XIII. Force Majeure**

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

**XIV. Equal Employment Opportunity and Nondiscrimination**

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

- A. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin or physical handicap in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Code of Federal Regulations, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or physical handicap.
- D. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
  2. Cancellation, termination or suspension of the Agreement in whole or in part.
- F. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of Paragraphs (A) through (F) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as BEACON may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request BEACON to enter into such litigation to protect the interests of BEACON, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**XV. Records, Audits, and Review**

CONSULTANT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CONSULTANT'S regular business hours or



upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONSULTANT shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONSULTANT shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

**XVI. Notices**

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

To BEACON: Beach Erosion Authority for Clean Oceans and Nourishment  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009-1540  
Attn: Marc Beyeler, Executive Director

To CONSULTANT: COM3 Consulting Inc.  
1943 Grand Avenue Street  
Santa Barbara, CA 93103  
Attn: Gerald Comati P.E., President

**XVII. Severability**

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

**XVIII. Ownership of Drawings and Data**

BEACON shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONSULTANT shall not release any of such items to other parties except after prior written approval of BEACON.

**XIV. Fee Retention**

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

**XX. Independent Consultant**

It is mutually understood and agreed that CONSULTANT (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to BEACON and not as an officer, agent, servant, employee, joint venturer, partner, or associate of BEACON. Furthermore, BEACON shall have no right to control, supervise, or direct the manner or method by which CONSULTANT shall perform its work and function. However, BEACON shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in

accordance with the terms and conditions hereof. CONSULTANT understands and acknowledges that it shall not be entitled to any of the benefits of a BEACON employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONSULTANT shall be solely responsible and save BEACON harmless from all matters relating to payment of CONSULTANT's employees, including compliance with Social Security withholding and all other regulations governing such matters.

**XXI. California Law and Jurisdiction**

This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**XXII. Headings**

Section headings used herein are inserted for convenience only and are not part of this Agreement.

**XXIII. Remedies Not Exclusive**

No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**XXIV. Compliance with Law**

CONSULTANT shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONSULTANT in any action or proceeding against CONSULTANT, whether BEACON is a party thereto or not, that CONSULTANT has violated any such ordinance or statute, shall be conclusive of that fact as between CONSULTANT and BEACON.

**XXV. Execution of Counterparts**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**XXVI. Survival**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**XXVII. Conflict Of Interest.**

CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement, CONTRACTOR will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the services or duties to be performed under the provisions of this Agreement without the

**BEACON/COM3 Consulting Agreement  
Project Management Services**

**FY 2020-2021**

prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

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

CONSULTANT

BEACON

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

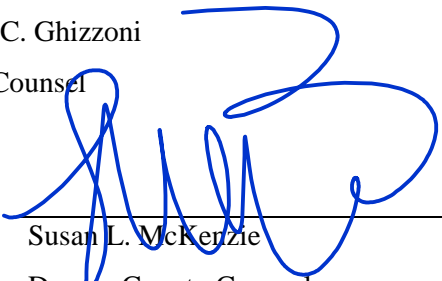
By: \_\_\_\_\_  
Name: Gregg Hart  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Executive Director  
Date: \_\_\_\_\_

Approved as to Form:

Michael C. Ghizzoni  
County Counsel

By:   
\_\_\_\_\_  
Susan L. McKenzie  
Deputy County Counsel,  
Counsel for BEACON

**1. General/Project Management**

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

**2. Consultants**

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

**3. Project Cost Estimates**

- a. Develop and maintain Active BEACON Projects cost estimates as required.

**4. Schedules**

- a. Develop Active BEACON Projects schedules as required.
- b. Maintain and update schedules through life of Active BEACON Projects and provide copies to BEACON staff and Board of Directors.

**5. Grant Opportunities and Consultant Selection**

- h. In coordination with BEACON Executive Director and other Staff/Consultants prepare grant applications for new work as opportunities present themselves.

**6. Budget**

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

**7. Specific Project Involvement**

- a. Amendment to BEACON CRSMP to address SLR and Climate Change.
- b. Coordination with the Goleta Bay Kelp Anchor Demonstration Project team to ensure permit compliance.
- c. Management of Rincon Trail Project – Beach Nourishment permitting and environmental.
- d. Pursue development of a new South-Central Coastal Beach Enhancement Project (SCCBEP).

*BEACON/COM3 Consulting Inc. Agreement*      *Fiscal Year 2020-2021*  
**Program Management Services - APPENDIX A – SCOPE OF SERVICES**

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- e. Develop partnership program with the Santa Barbara and Ventura counties Flood Control Districts for Debris Basin modification or removal projects.
- f. Implementation of the Santa Barbara county Debris Basin Modifications Project.
- g. Pursuit of grant funding for the Supplemental Dredging Program.
- h. Pursue regional initiatives to enhance coastal sediment.
- i. Pursue development of other BEACON projects.

**PROJECT SCHEDULE**

COM3 Consulting agrees to start the scope of services described above by July 1, 2020 and complete the scope by June 30, 2021.

**APPENDIX B - COMPENSATION**

**COM3 Consulting Contract with BEACON for Program Management Services**

**Labor**

Name	Project	All In Labor Rate \$/hr	Hrs	Labor \$	Expenses	Total Cost	Comments
Gerald Comati	Overhead	140	307	42,980	520	43,500	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Gerald Comati	DB Project	140	42	5,880	120	6,000	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Total Labor				48,860	640	49,500	

**Total Contract \$49,500**

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

This Agreement is made by and between the County of Santa Barbara for services of the County Counsel's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") (collectively referred to as, "Parties" or individually as, "Party").

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

**WHEREAS**, the County, has been and is currently providing legal services to BEACON and BEACON desires to continue to receive legal services only through the County; and

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2020, to and including June 30, 2021. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 4 of this Agreement and as agreed to by both Parties. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the County Counsel's Office, shall provide legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
  - a. Counsel Services. Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the County effective during the term of the Agreement. The current rate is \$150.00.
  - b. Billing. The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County.
4. **Fiscal year 2020/2021 Agreement Costs.** Legal services costs for 2020/2021 are projected to be \$12,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not

- limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Authorized travel shall be paid by County as part of overhead and will be reimbursed to staff members serving BEACON in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the County Counsel's organization who will have the primary responsibility for providing the legal services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
  7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement.
  8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
  9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
  10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Santa Barbara County, California.
  11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.



12. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
13. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
14. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto and effective as of July 1, 2020.

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

**Attest:** Clerk of the Board

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name: Mona Miyasato  
Title: County Executive Officer  
Date: \_\_\_\_\_

**Recommended for Approval:**  
Michael C. Ghizzoni  
County Counsel

**Approved as to Accounting Form:**  
Betsy Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_

**Approved as to Form:**  
Risk Management  
Ray Aromatorio

By: \_\_\_\_\_  
Deputy

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto and effective as of July 1, 2020.

**BEACON, a California Joint Powers Agency**

By:

Name: \_\_\_\_\_  
Gregg Hart

Title: \_\_\_\_\_  
Chair, BEACON

Date: \_\_\_\_\_

**Attest:**

By:

Name: \_\_\_\_\_  
Marc Beyeler

Title: \_\_\_\_\_  
Executive Director

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO  
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 20/21**

This Agreement is made by and between the County of Ventura for services of the Auditor-Controller's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") (collectively, referred to as "Parties" or individually as "Party").

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2020, to and including June 30, 2021. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this Agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
  - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.
  - b. **Other Accounting Services.** Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance through an Amendment in accordance with Section 8 of this Agreement.
  - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by internal exchange transaction.

Agreement to Provide Financial/Accounting Services to  
Beach Erosion Authority for Clean Oceans and Nourishment – FY 20-21

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4. **Fiscal year 2020-21 Agreement Costs.** Accounting services costs for 2020-21 are not to exceed \$15,000 for accounting services identified in Section 2. County agrees to notify BEACON if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$15,000 those costs will be authorized for reimbursement through an Amendment of the not to exceed amount or through an Amendment indicating that excess actual costs will be paid in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

Agreement to Provide Financial/Accounting Services to  
Beach Erosion Authority for Clean Oceans and Nourishment – FY 20-21

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12. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
13. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
14. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto and effective as of July 1, 2020.

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

BEACON, a California Joint Powers  
Agency

By:

Name: Jeffery S. Burgh  
Title: Auditor-Controller  
Date: \_\_\_\_\_

By:

Name: Gregg Hart  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Attest:

By:

Name: Marc Beyeler  
Title: Executive Director  
Date: \_\_\_\_\_

Approved as to Form:  
Michael C. Ghizzoni  
County Counsel

By:

Name: Susan L. McKenzie  
Title: Deputy County Counsel,  
Counsel for BEACON

## AGREEMENT FOR SERVICES

This Agreement is entered into by:

<b>Beach Erosion Authority for Clean Oceans and Nourishment (“BEACON”)</b>	And	<b>Pamela Baumgardner - Websites (“Contractor”)</b> 1100 Pittsfield Lane Ventura, CA 93001
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### I. CONTACT INFORMATION.

A. DESIGNATED REPRESENTATIVES: Gerald Comati, Program Manager at phone number 805-962-0488 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Pam Baumgardner at phone number (805) 340-6910 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

B. NOTICES: Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To BEACON: BEACON, 501 Poli Street PO Box 99, Ventura, CA 93001

To CONTRACTOR: Pamela Baumgardner - Websites (“Contractor”), 1100 Pittsfield Lane, Ventura, CA 93001

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### II. SCOPE OF WORK.

A. SCOPE OF WORK: Contractor shall perform the Scope of Services as described in Attachment A (“Services”) as attached hereto and incorporated herein by this reference.

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

C. CONTRACT PERIOD: July 1, 2020 – June 30, 2021.

### III. COMPENSATION AND EXPENSES

A. FEES AND EXPENSES: As compensation for Contractor's work as defined in Section II, BEACON shall pay Contractor including cost reimbursements, an amount up to and not to exceed \$2,000 for Contractor's satisfactory performance under 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.

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

### IV. 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 BEACON.

B. NO BENEFITS: Contractor shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers' compensation and health insurance. Contractor shall provide evidence of general liability insurance prior to starting beginning work under this Agreement.

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 BEACON on behalf of Contractor.

### V. LIABILITY; INDEMNIFICATION

A. LIMITATION OF LIABILITY: Neither BEACON 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: BEACON 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 BEACON grants Contractor and its representatives permission to use the Information as is necessary to the performance of the Services.

C. INDEMNIFICATION: Contractor agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but

not limited to attorneys' fees) incurred by BEACON on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to BEACON's active as well as passive negligence but does not apply to BEACON's sole negligence or willful misconduct.

## VI. CANCELLATION

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

## VII. OTHER

A. ASSIGNMENT: Contractor shall not assign, encumber or otherwise transfer this Agreement or any rights granted hereunder without the prior written consent of BEACON, which consent BEACON 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. CALIFORNIA LAW AND JURISDICTION: This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

F. HEADINGS. Section headings used herein are inserted for convenience only and are not part of this Agreement.

G. SEVERABILITY. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.



H. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY. BEACON shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of BEACON.

Unless otherwise specified in Attachment A, Contractor hereby assigns to BEACON all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). BEACON shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless BEACON against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by BEACON in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

I. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

J. COMPLIANCE WITH LAW. CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether BEACON is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and BEACON.

K. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

L. SURVIVAL. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

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

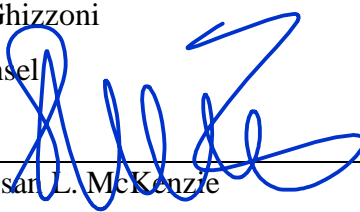
IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2020.

CONTRACTOR

BEACON

By: \_\_\_\_\_  
Name: Pam Baumgardner  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gregg Hart  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Approved as to Form:  
Michael C. Ghizzoni  
County Counsel  
By:   
\_\_\_\_\_  
Susar L. McKenzie  
Deputy County Counsel,  
Counsel for BEACON

Attest:  
  
By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Executive Director

## **ATTACHMENT A - SERVICES**

Pam Baumgardner  
Website Designs

### Contractor Scope of Services:

1. Set up, coordinate and maintain BEACON social media outreach efforts (including Facebook Page) following staff directives including posting of BEACON meeting agenda and staff reports.
2. Coordinate and maintain BEACON website in accordance with staff directives including posting of BEACON meeting agenda and staff reports.
3. Act as Webmaster providing website maintenance and upgrades as needed.

Rate is \$75 for each hour actually and reasonably employed for an average of two hours monthly. Total payment for the scope of services is up to and shall not exceed the sum of \$2,000, which includes all cost reimbursements, labor, and expenses, direct and indirect charges in accordance with Section III of this Agreement.

## AGREEMENT FOR SERVICES

This Agreement is entered into by:

**Beach Erosion Authority for Clean  
Oceans and Nourishment (“BEACON”)**

And

**Douglas A. George (“Contractor”)**  
157 Woodland Ave., Unit 3, San Rafael,  
CA 94901  
Phone: 650-776-1449  
E: douglasgeorge.phd@gmail.com

### I. CONTACT INFORMATION.

A. DESIGNATED REPRESENTATIVES: Gerald Comati at phone number 805-962-0488 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Douglas George at phone number 510-316-6095 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

B. NOTICES: Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To BEACON: Gerald Comati  
BEACON  
1943 Grand Avenue  
Santa Barbara, CA 93103  
T:805-062-0488  
E:comati@beacon.ca.gov

To CONTRACTOR: Douglas George  
157 Woodland Ave., Unit 3, San Rafael, CA 94901  
T: 650-776-1449  
E: douglasgeorge.phd@gmail.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### II. SCOPE OF WORK.

#### A. SCOPE OF WORK (“Services”):

Assist BEACON Executive staff in providing BEACON science support services including, but not limited to:

- Organizing and coordinating a Science Advisory Panel;
- As needed, providing scientific advice on BEACON restoration and marine resources projects and/or identifying scientific expertise to be consulted on project evaluations;
- Developing ways to better integrate science into BEACON's policy and decision-making;
- Identifying data collection and scientific research initiatives that could benefit BEACON programs and policies, and that BEACON could support;
- Collaborating with academic and agency partners on new science initiatives; and
- Providing up-to-date science data and research results to BEACON.

B. Contractor will be individually responsible for all aspects of this Agreement.

C. CONTRACT PERIOD: July 1, 2020 – June 30, 2021

### III. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$15,000.00.

1. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Scope of Work as determined by BEACON. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment 1 (Schedule of Fees) as attached hereto and incorporated herein by this reference. Invoices submitted for payment that are based upon Attachment 1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in the Scope of Work.
2. Each month, CONTRACTOR shall submit to the BEACON DESIGNATED REPRESENTATIVE an invoice or certified claim on the BEACON Treasury for the service performed over the period specified. These invoices or certified claims must cite this Agreement. BEACON shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment 1 shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
3. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

B. EXPENSES: BEACON shall reimburse Contractor for expenses related to the performance of services described in this Agreement. BEACON shall approve any changes to the approved budget in writing through an Amendment to this Agreement.

#### IV. 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 BEACON. If BEACON 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 BEACON, including but not limited to workers' compensation and health insurance. Contractor shall provide evidence of general liability insurance prior to starting beginning work under this Agreement.

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 BEACON on behalf of Contractor.

#### V. LIABILITY; INDEMNIFICATION

A. LIMITATION OF LIABILITY: Neither BEACON 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: BEACON 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 BEACON grants Contractor and its representatives permission to use the Information as is necessary to the performance of the Services.

C. CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by BEACON on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to BEACON's active as well as passive negligence but does not apply to BEACON's sole negligence or willful misconduct.

#### VI. CANCELLATION

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

## VII. OTHER

A. **ASSIGNMENT:** Contractor shall not assign, encumber or otherwise transfer this Agreement or any rights granted hereunder without the prior written consent of BEACON, which consent BEACON 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 by 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 Santa Barbara, California under the auspices and pursuant to the applicable rules of the American Arbitration Association.

E. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Any litigation regarding this Agreement or its contents shall be filed in the county of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

F. **SEVERABILITY.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

G. **HEADINGS.** Section headings used herein are inserted for convenience only and are not part of this Agreement.

H. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** BEACON shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of BEACON.

I. **RECORDS, AUDITS, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all

such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

J. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

K. COMPLIANCE WITH LAW. CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether BEACON is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and BEACON.

L. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

M. SURVIVAL. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

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

*(Signatures on following page)*



IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2020.

CONTRACTOR

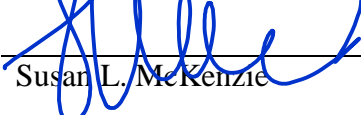
By: \_\_\_\_\_  
Name: Douglas George  
Title: Principal,  
Date: \_\_\_\_\_

BEACON

By: \_\_\_\_\_  
Name: Gregg Hart  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Approved as to Form:

Michael C. Ghizzoni  
County Counsel

By:  \_\_\_\_\_  
Susan L. McKenzie  
Deputy County Counsel,  
Counsel for BEACON

Attest:

By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Executive Director

# ATTACHMENT 1

Douglas George  
2020-2021 Consultant Rates\*

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- |   |                         |
|---|-------------------------|
| 1. Principal                            | \$75.00/hr.-\$125.00/hr |
| 2. Specialists                          | Various                 |
| 3. Administrative                       | \$50.00/hr.-\$60.00/hr  |
| 4. Reasonable Travel and transportation | Billed at cost          |
| 5. Mileage                              | \$0.54/mile             |
| 6. Copying and printing                 | Billed at cost          |

\*Any and all rates not listed or appearing in this Attachment 1, shall be agreed to and approved in writing by both Parties prior to Contractor invoicing.

**JEFFERY S. BURGH**  
**AUDITOR-CONTROLLER**

COUNTY OF VENTURA  
800 SOUTH VICTORIA AVE.  
VENTURA, CA 93009-1540



**ASSISTANT**  
**AUDITOR-CONTROLLER**  
JOANNE McDONALD

**CHIEF DEPUTIES**  
BARBARA BEATTY  
AMY HERRON  
JILL WARD  
MICHELLE YAMAGUCHI

July 10, 2020

Fedak & Brown LLP  
Attention: Charles Z. Fedak, CPA  
6081 Orange Avenue  
Cypress, CA 90630

**SUBJECT: AUDIT OF BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND  
NOURISHMENT (BEACON)**

Dear Mr. Fedak:

This letter confirms that Fedak & Brown LLP has been selected to perform the biennial audit of BEACON for the fiscal years ended June 30, 2019 and 2020, at a cost of \$10,380.

Attached, please find a copy of the BEACON audit contract for your review and approval. If acceptable, please sign and mail back to us for further processing. The contract is expected to be presented for approval during BEACON's next Board meeting on July 24<sup>th</sup>. Once approved, we will send you a copy of the fully signed contract.

We look forward to working with you and your staff.

If you have any questions or comments, please call Jill Ward at (805) 654-3153.

Sincerely,

JEFFERY S. BURGH  
Auditor-Controller

Enclosures

cc: Jill Ward, Chief Deputy Auditor-Controller  
Marc Beyeler, BEACON Executive Director

# BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

## CONTRACT

This contract entered into, by and between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), a joint powers authority, herein called "BEACON", and Fedak & Brown LLP, Certified Public Accountants, herein called "Contractor" (referred to collectively as "parties", or individually as "party").

## 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 the most current revision of the Yellow Book: Generally Accepted Government Auditing Standards (GAGAS), of the financial statements for BEACON fiscal years ending June 30, 2019 and 2020. The Contractor shall complete its audit and file its report on or before February 28, 2021.

2. **PAYMENTS**

Payment of \$10,380 will be made within 30 days after issuance of the final audit report 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.

## **BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services**

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**

This contract will be in effect from July 1, 2020, through February 28, 2021, 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 FOR CONVENIENCE**

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, working papers, 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. TERMINATION BY 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

## **BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services**

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 Section 6.

### **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.

## **BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services**

- 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 ensure 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 Marc Beyeler, 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



## **BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services**

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. If this contract exceeds ten thousand dollars (\$10,000.00) Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the contract, pursuant to California Gov. Code Section 8546.7. 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. Contractor agrees all audit and inspection rights herein will be provided at no additional cost.

### **18. NOTICES**

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

To BEACON:           BEACON  
                              Marc Beyeler, Executive Director  
                              800 South Victoria Avenue  
                              Ventura, CA 93009-1540

and

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

To Contractor:       Fedak & Brown LLP  
                              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 and constitutes the entire contract, 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, representation, understanding, negotiation, 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 AND VENUE**

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. Any litigation regarding this contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

**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.

**26. EXECUTION OF COUNTERPARTS**

This contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services**

27. **SURVIVAL**

All provisions of this contract which by their nature are intended to survive the termination or expiration of this contract shall survive such termination or expiration.

28. **HEADINGS**

Section headings used herein are inserted for convenience only and are not part of this Agreement.

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

Fedak & Brown LLP

BEACON

By: \_\_\_\_\_  
Name: Charles Z. Fedak  
Title: Managing Partner  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gregg Hart  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Approved as to Form:  
Michael C. Ghizzoni, County Counsel

Attest:

By: \_\_\_\_\_  
Name: Susan L. McKenzie  
Title: Deputy County Counsel  
BEACON Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Executive Director, BEACON  
Date: \_\_\_\_\_



A California Joint Powers Agency

**Member Agencies**

Fred Shaw  
*City of Carpinteria*

Kyle Richards  
*City of Goleta*

Carmen Ramirez  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Christy Weir, Vice-Chair  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Gregg Hart, Chair  
Das Williams  
*County of Santa Barbara*

Steve Bennett  
John Zaragoza  
*County of Ventura*

**Executive Director**  
Marc Beyeler

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

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

**Email:**  
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: July 24, 2020  
Agenda Item: 6

To: BEACON Board of Directors  
Fr: Executive Director

Date: July 21, 2020

Subject: Executive Director's Report and Communications