



A California Joint Powers Agency

**Member Agencies**

Al Clark  
*City of Carpinteria*

Kyle Richards  
*City of Goleta*

Vianey Lopez  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Joe Schroeder  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

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

Carmen Ramirez, Vice Chair  
Matt LaVere  
*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 MEETING

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

May 21, 2021

**NOTICE IS HEREBY GIVEN** of a **MEETING** of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON). The date, time, and place of the meeting shall be as follows:

**DATE: Friday, May 21, 2021**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE (see details below)**

The agenda of business to be conducted is below.

**Gregg Hart, Chairperson**

**BEACON**

**Date: May 21, 2021**

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 Board of Directors meetings will temporarily 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 Executive Committee of the Board of Directors via Zoom Meeting:**  
<https://us02web.zoom.us/j/85362069388?pwd=bS9jOE1zVnU1cU1xZWU2TmQ1M1lvdz09>

**Meeting ID: 853 6206 9388**

**Passcode: 289048**



## May 2021 Board Meeting Agenda

2. You may call in to listen live to the Board of Directors meeting by dialing 1 669 900 6833 and then entering the following when prompted: Meeting ID: 853 6206 9388 and Passcode: 289048.
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 May 20, 2021, or through mail to BEACON at 501 Poli Street, Ventura, Ca 93001 to be received no later than 5:00 p.m. on Thursday, May 20, 2021. 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, May 20, 2021 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 Meeting held on March 19, 2021.



**2. Public Comment and Other Matters not on the Agenda**

**3. Presentations- Receive a presentation by the City of Carpinteria on The City’s Climate and Sea Level Rise Vulnerability and Adaptation Planning.**

**4. Projects – No Project Updates**

**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.

**B. Review and Approve BEACON Bylaws**

**Recommended Action:**

Review and approve the amended BEACON Bylaws (requires a 2/3 majority vote of the Board of Directors). *Note:* As required under the BEACON Bylaws Article IX, these proposed amended Bylaws were also distributed 15 days prior to the scheduled Board meeting and posted online for public viewing.

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

**Recommended Actions:**

- i. Receive and file the Fiscal Year 2020-2021 Budget-to-Actual report for the year-to-date period ending April 30, 2021(Exhibit I).
- ii. Adopt an increase to voting member assessments (membership dues) by 1.4% for fiscal year 2021-2022 to provide an additional \$4,199 in revenue. (Exhibit II) (Requires unanimous approval (10/10 vote).
- iii. Upon approval of member assessments, review and approve the Proposed Final Fiscal Year 2021-2022 Budget (Exhibit III).
- iv. Authorize the Auditor-Controller’s Office to adjust contingency for the fiscal year 2021-2022 budget where the fiscal year 2020-2021 actual year-end closing fund balance differs from the budget estimate.
- v. Authorize the Auditor-Controller’s Office to make the budgetary adjustment as follows (requires 6/10 vote)

INCREASE Other Professional & Specialized Services	\$2,500
DECREASE Contingency	\$2,500



**D. Review and Approve BEACON Contracts and Agreements**

**Recommended Actions:**

- i. Approve and authorize the Chair to execute and 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, 2021 through June 30, 2022;
- ii. Approve and authorize the Chair to execute and 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, 2021 through June 30, 2022;
- iii. Approve and authorize the Chair to execute and Agreement with COM3 Consulting Inc. to provide program manager services in an amount not to exceed \$53,500 with a period of performance from July 1, 2021 through June 30, 2022;
- iv. Approve and authorize the Chair to execute and 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, 2021 through June 30, 2022;
- v. Approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with UCSD-California Sea Grant to provide support services to the BEACON Science Advisory Committee (SAC) with a period of performance from July 1, 2021 to June 30, 2022 in an amount not to exceed \$20,000.00 upon review and approval of legal counsel; and
- vi. Approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with California State University, Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from May 21, 2021 to June 30, 2022 in an amount not to exceed \$25,000.00 upon review and approval of legal counsel.

**E. Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**Recommended Actions:**

- i. Approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with the California Ocean Protection Council (CA OPC) to provide grant funds supporting BEACON's Regional Coastal Resilience Sediment Pilot Program with a period of performance from July 1, 2021 to June 30, 2023 in an amount not to exceed \$440,800.00 upon review and approval of legal counsel.
- ii. Adopt Resolution 2021-1, as required by the Ocean Protection Council, to receive funds under Proposition 68 by allowing the Executive Director to conduct all negotiations, execute, and submit all documents.
- iii. Upon adoption of Resolution 2021-1, adopt Resolution 2021-2 setting forth adequate safeguards limiting the Executive Director's authority under Resolution 2021-1 to secure funds under Proposition 68 from the Ocean Protection Council for the period of 21, 2021 through December 21, 2023, and





## May 2021 Board Meeting Agenda

- by requiring the review and approval of legal counsel prior to execution of the grant agreement or other documents.
- iv. Upon approval of the above OPC Grant Recommended Actions i-iii, approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with University of California, San Diego, to provide project support to BEACON for community engagement and technical workshops with a period of performance from July 1, 2021 to June 30, 2023 in an amount not to exceed \$40,398 upon review and approval of legal counsel.
  - v. Upon approval of the above OPC Grant Recommended Actions i-iii, approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with University of California Santa Barbara to provide ecological assessment analysis with a period of performance from July 1, 2021 to June 30, 2023 in an amount not to exceed \$75,000 upon review and approval of legal counsel.
  - vi. Upon approval of the above OPC Grant Recommended Actions i-iii, approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with United States Geological Survey (USGS) to provide sediment transport and fate analysis and modeling with a period of performance from July 1, 2021 to June 30, 2023 in an amount not to exceed \$100,000 upon review and approval of legal counsel.

### F. Closed Session

- i. Public Employee Performance Evaluation. (Gov. Code § 54957(b)(1).)  
Executive Director.
- ii. Conference With Labor Negotiators (Gov. Code § 54957.6(a).)  
Employee: Executive Director.  
Agency-designated representative: BEACON Board Chair Gregg Hart.

### 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 including:

Upcoming July 16, 2021 Meeting Agenda:

- A. BEACON Regional SLR Adaptation Policies Report-Member Agency Presentation
- B. Project Updates
- C. Ex-Officio Members of BEACON

Next regular meeting is scheduled on July 16, 2021 at 9:00 AM.



**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](http://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: May 21, 2021**  
**Agenda Item: 1B**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 14, 2021**

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

**RECOMMENDED ACTIONS:**

**Approve and File.**



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**STAFF REPORT**

**Meeting Date: May 21, 2021**  
**Agenda Item: 1C**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 14, 2021**

**Subject: Consideration and Approval of Minutes of the BEACON Meeting held on March 19, 2021**

**RECOMMENDED ACTIONS:**

**Approve and File.**

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, March 19, 2021

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Item</b>	<b>1</b>	<b>Call to Order, Roll Call, and Introductions – Chair, Gregg Hart.</b>
<b>Minutes/ Actions:</b>		<p><b>Directors Present:</b></p> <ul style="list-style-type: none"> <li>• <b>Gregg Hart (County of Santa Barbara)</b></li> <li>• <b>Das Williams (County of Santa Barbara)</b></li> <li>• <b>Matt LaVere (County of Ventura)</b></li> <li>• <b>Carmen Ramirez (County of Ventura)</b></li> <li>• <b>Kyle Richards (City of Goleta)</b></li> <li>• <b>Eric Friedman (City of Santa Barbara)</b></li> <li>• <b>Al Clark (City of Carpinteria)</b></li> <li>• <b>Joe Schroeder (City of Ventura)</b></li> <li>• <b>Vianey Lopez (City of Oxnard)</b></li> <li>• <b>Steven Gama, (City of Port Hueneme)</b></li> </ul>
<b>Item</b>	<b>1B</b>	<b>Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file.</b>
<b>Minutes/ Actions:</b>		<p>Director Richards requested that Items 5B2 be considered by the Board before Item 5B1.</p> <p><b>The Agenda was unanimously approved by the Board with the sequence change requested by Director Richards.</b></p> <p><b>Moved by Richards / Second by Gama.</b></p>
<b>Item</b>	<b>1C</b>	<b>Consideration and Approval of Minutes of the BEACON Meeting held on November 20, 2020, the Minutes of the BEACON Meeting held on January 15, 2020, and the Minutes of the BEACON Special Board Meeting held on February 12, 2020. Action: Approve and file.</b>
<b>Minutes/ Actions:</b>		<p><b>The Board approved unanimously the Recommended Action.</b></p> <p><b>Moved by Richards / Second by Williams.</b></p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, March 19, 2021

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

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

<b>Item</b>	<b>3</b>	<b>Presentations – Receive a presentation by the County of Santa Barbara on the County’s Climate and Sea Level Rise Vulnerability and Adaptation Planning.</b>
<b>Minutes/ Actions:</b>	<p>Executive Director Marc Beyeler introduced this item. He stated that this was the 3<sup>rd</sup> presentation by a member agency regarding SLR adaptation planning. Marc reminded the Board that utilizing the SLR adaption plans from all member agencies, BEACON would be extracting and compiling a Regional SLR Adaptation Plan.</p> <p>The County of Santa Barbara Senior Planner, Selena Evilsizor presented a PowerPoint presentation. The presentation will be added to the BEACON website.</p> <ul style="list-style-type: none"> <li>• Chair Gregg Hart thanked Selena for the presentation and for clearly addressing complex issues.</li> <li>• Director Das Williams thanked Selena and the other County Staff involved in development of the plan. Das speculated that if the County’s Local Coastal Plan Amendment assumed the Coastal Commission recommended very high SLR projection scenario, there may be a blood bath in the homeowners’ community.</li> <li>• Director Carmen Ramirez thanked Selena for the presentation and stated that community engagement is critical, and clarity is critical for property owners.</li> <li>• Director Eric Friedman thanked Selena for the presentation. Eric indicated that the 1977 construction date threshold is critical. Eric asked if there were potential compromises with the Coastal Commission.</li> </ul> <p>Selena responded that if a building were constructed prior to 1977 a coastal protective structure could be installed. For construction completed after 1977, owners have no right to coastal protection, but coastal protection could still be considered with evaluation. In addition, non-structural coastal protection methods could also be implemented that are less environmentally damaging.</p> <ul style="list-style-type: none"> <li>• Director Steven Gama indicated that this subject was certainly complicated. He expressed the importance of going back to the basics – namely sand replenishment. Many of the property owner concerns with coastal protection would be mitigated if we had a good policy on getting sand to the beaches.</li> </ul>	

<b>Item</b>	<b>5A</b>	<b>BEACON Organization and Program - Board Members Reports.</b>
<b>Minutes/ Actions:</b>	<ul style="list-style-type: none"> <li>• Director Kyle Richards reported that on March 11, 2021 the City of Goleta hosted a Town Hall State Lands Commission Meeting which reported the decommissioning of Platform Holly as a result of the Veneco bankruptcy. A half of the 30 wells on Platform Holly have now been successfully plugged. In addition, CEQA review is underway for the pier and facilities removal.</li> </ul>	

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, March 19, 2021**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE**

<b>Item</b>	<b>5B2</b>	<p><b>BEACON Organization and Program - Amendments to BEACON Bylaws.</b>            Review and approve the amended BEACON Bylaws (requires a 2/3 majority vote of the Board of Directors). <i>Note:</i> As required under the BEACON Bylaws Article IX, these proposed amended Bylaws were also distributed 15 days prior to the scheduled Board meeting and posted online for public viewing</p>
<b>Minutes/ Actions:</b>		<p>The Executive Director reported that before the Board are recommended amendments to the BEACON Bylaws. The proposed amendments reflect the incorporation of purposes, objectives and authorities addressing regional coastal beach access and regional-level climate, sea-level rise adaptation, and coastal resilience. The current Bylaws are broad, but they should be enhanced to be more specific. Going forward, BEACON’s policies, programs and projects addressing regional beach protection, enhancement and restoration will be greatly affected by changes in climate, weather, and increased sea-level-rise. BEACON’s ability to address these impacts will be enhanced by explicitly incorporating the proposed language into its Bylaws.</p> <ul style="list-style-type: none"> <li>• Director Carmen Ramirez supports the language changes but wants to be sure by being too specific could we be creating difficulties in the future?              The Executive Director responded that BEACON benefits by the explicit spelling out of its roles which in turn results in a better understanding of that role with better integrated values.</li> <li>• Director Matt LaVerre asked if more specific bylaws language regarding roles would open up more grant opportunities for BEACON?              The Executive Director responded that he believed this to be true especially in light of new bond acts.</li> <li>• Director Kyle Richards indicated that he agreed with new language and he does not believe the language dilutes BEACON’s mission. Kyle also recommended enhanced language regarding ecological health. BEACON has been supportive of the Kelp Anchor Project which appears to be proving a great benefit to marine habitat and ecology.              The Executive Director responded that he supports language that includes ecological health.</li> <li>• Chair Hart indicated that if we added “ecological health” we would need to revise and report. Gregg recommended a follow-on Bylaws amendment at the next Board Meeting to include ecological health.</li> <li>• Chair Hart asked if there was any public comment. None was heard.</li> </ul> <p><b>The Board approved the amended bylaws and directed staff to come back to the Board with an additional amendment to the bylaws to include ecological health language.</b>  <b>Moved by Friedman / Second by Ramirez.</b></p>



## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, March 19, 2021**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE**

<b>Item</b>	<b>5B1</b>	<p><b>BEACON Organization – BEACON Strategic Planning Goals and Objectives</b></p> <p><b>Recommended Actions:</b></p> <p><b>Review and approve the final BEACON Strategic Planning Goals and Objectives FY 2021-2026 (Exhibit 2).</b></p>
<b>Minutes/ Actions:</b>		<p>Executive Director Marc Beyeler explained that the Board has already seen the draft of the Strategic Planning Goals and Objectives previously three times. Comments on the previous draft have been received from three BEACON member agencies as well as from the Science Advisory Committee.</p> <p>BEACON member agencies suggested changes and additions addressing BEACON’s role in regional-level climate and sea-level rise adaptation planning and related coordinated regional monitoring. Comments received from the Science Advisory Committee addressed several related topics, including: the need to integrate climate and sea-level rise science into an updated Coastal Regional Sediment Management Plan (CRSMP); the need to develop a regional approach to sediment management permitting; and the need for expanded regional monitoring addressing ecological, socio-economic, and physical gaps in long-term data collection. BEACON executive staff have modified the draft Strategic Planning Goals and Objectives to incorporate the suggested changes and additions and added a new Goal 3: Expand BEACON’s regional sea level rise coordination and planning activities, and supporting objectives addressing regional shoreline monitoring and related studies, projects, and funding.</p> <p>Marc pointed out that the last page of the document is a work plan actions table reflecting target goals during the next five years.</p> <ul style="list-style-type: none"> <li>• Chair Gregg Hart thanked Marc for the excellent document. He believed that the target time frames reflected in the actions table at the end were ambitious.</li> <li>• Director Steven Gama indicated that for him beach sediment was the priority. He expressed frustration that we know what we need to do in terms of getting more sediment to the coast, but it is so difficult to get it done.</li> <li>• Director Das Williams indicated that the scope of work in the plan was extensive and daunting.</li> <li>• Chair Gregg Hart requested public comment. None was heard.</li> </ul> <p><b>BOARD ACTIONS: The Board approved unanimously the Recommended Actions. Moved by Williams /Second by Gama.</b></p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, March 19, 2021**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE**

Item	5B3	<b>BEACON Legislative Programs Priorities.</b> <b>Recommended Actions:</b> <b>Receive a Staff Report on activities regarding Legislative Program Priorities.</b>
<b>Minutes/ Actions:</b>		<p>Chair Gregg Hart indicated that he had been working with Assemblymember Steve Bennett in Sacramento and the situation is very dynamic. Steve asked that BEACON pause for now but that he is committed in getting BEACON's priorities heard.</p> <p>Executive Director Marc Beyeler indicated that BEACON is asking for support from State Legislators on three items:</p> <ul style="list-style-type: none"> <li>• providing funding to BEACON for updating its Coastal Regional Sediment Management Plan (CRSMP) and re-authorizing its South-Central Coast Beach Enhancement Program (SCCBEP).</li> <li>• providing expanded funding for BEACON for innovative 'shovel ready' coastal projects within the Santa Barbara Littoral Cell.</li> <li>• providing a role for BEACON to identify funding priorities and grant eligibility in future bond acts including coastal funding within the Santa Barbara Littoral Cell.</li> </ul> <p>Currently there are two bond acts under consideration both slated for the November 2022 ballot which would inject billions of dollars into available funding. In addition, there are a number of legislative bills in process. AB 826 authored by Steve Bennett, would authorize BEACON to jointly manage a grant program with the Coastal Conservancy utilizing state funding. BEACON staff have provided suggested language amendments specifying BEACON's role in program management.</p> <ul style="list-style-type: none"> <li>• Director Steven Gama reported that PH Beach would be hosting a Beach Festival in August 2021. He wondered if BEACON could have a booth to promote the mission of BEACON.</li> <li>• Director Eric Freidman thanked Marc for his legislative work. Eric indicated that he believed AB 897 may be expanded to include other Bills.</li> <li>• Member of the Public: Fred Shaw stated that Steve Bennett's move to Sacramento could not have occurred at a better time.</li> </ul> <p><b>BOARD ACTIONS: The Board Received and Filed.</b></p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, March 19, 2021**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE**

<b>Item</b>	5C1	<p><b>Auditor-Controller Budget Actions and Financial Reports Recommended Actions:</b></p> <ul style="list-style-type: none"> <li>i. Receive and file Recommended Fiscal Year 2021-2022 Budget (Exhibit I).</li> <li>ii. Receive and file proposed increase to Fiscal Year 2021-2022 Membership</li> <li>iii. Dues (Exhibit II). Receive and file Three-Year Program Budget for Fiscal Years 2021-2022 through 2023-2024 (Exhibit III).</li> </ul>
<b>Minutes/ Actions:</b>	<p>Mr. Omar Arreola of the Ventura County Auditor Controller's Office presented the Financial Reports. He indicated that a draft budget for FY22-22 is before the Board today. The key points of this year's budget are:</p> <ul style="list-style-type: none"> <li>• First time for that a 3-year budget has been presented.</li> <li>• Budget is restricted to spending within our means such that all overhead is covered by revenue from member dues.</li> <li>• The main reserves are approx. \$212K.</li> <li>• Dues increases are limited to cost-of-living increases based on CPI.</li> <li>• Maintain approx. 5% contingency.</li> </ul> <p>Omar explained that there are three recommended actions today. One is to receive and file the recommended FY21-22 budget; the second is to receive and file the proposed cost-of-living membership dues increase; and third receive and file the recommended 3-year budget.</p> <ul style="list-style-type: none"> <li>• Director Das Williams indicated that he likes this budget approach.</li> <li>• Director Steven Gama indicated that he was also supportive.</li> <li>• Public Comments: Fred Shaw expressed is support for the CPI increase to the dues because for many years BEACON had no dues increases.</li> </ul> <p><b>BOARD ACTIONS: The Board Received and Filed.</b></p>	

<b>Item</b>	6	<b>Executive Director's Report and Communications</b>
<b>Minutes/ Actions:</b>	<p>Executive Director Marc Beyeler provided the following executive report:</p> <ul style="list-style-type: none"> <li>a. Remind Board Members to complete the FORM 700 forms for 2020 and submit to Gerald Comati. The deadline is April 1, 2021.</li> <li>b. Staff submitted a grant application to DBW.</li> <li>c. BEACON received OPC funding for the grain size analysis study.</li> <li>d. The Executive Director performance review with Executive Committee is scheduled for April 2021.</li> <li>e. The May Board Meeting will have another SLR presentation from a member agency as well as consider adoption of the budget for FY21-22 and the 3-year budget.</li> </ul>	

**Adjourn to next regular meeting May 21, 2021 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: May 21, 2021**  
**Agenda Item: 2**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 13, 2021**

**Subject: Public Comment and Other Matters not on the Agenda**

**RECOMMENDED ACTIONS:**

Receive Public Comments.

### Past year observations:

- Limited diving opportunities due to COVID constraints.
- Observed fronds at test site from boat several times. Fronds are usually drawn down below surface by wind-generated current. Fronds sprawl across surface only when wind/current subsides.
- Dived site early September. Observed abundant kelp growing on structures and naturally recruited on worm tubes, presence of octopus utilizing octo-columns, and only one kelp crab!
- Plan to dive site week of May 8-15-2021. Will give brief update on recent findings.

### Permit renewal and amendment:

- Continue to work with BEACON staff.
  - Hoping to have completed and approved by end of 2021(?).
- Proposed amendment to include expanding test site to north near-shore boundary of historic bed (extension legs from the center plot to the north and south historic boundaries were part of initial permit).
  - Expanding study into shallower depth to increase potential for sunlight exposure on fronds.
    - Test larger octo-cylinders (fabricated from vitrified clay pipe) on 50' spacing.
      - Existing team to install (26 proposed) cylinders by hand.
        - Bob Kiel continuing to work with Research Support Services (in Washington State) to test/refine installation of cylinders utilizing vibratory coring system from surface vessel. *Such a means/method for installation will be needed for future large-scale restoration projects.*
    - Areas east and west of expansion area will be used as control to measure change against at any given water depth and distance from shore.

### Potential funding source:

- Received notice the kelp study was identified in the Refugio Damage Assessment Restoration Report to receive funding for independent scientific analysis.
  - Waiting on finalization of awards and date when funding will be available.

### Tenera Environmental:

- Team continues to consult with Tenera Environmental staff.
- Independent study of proposed expansion area tentatively identified to be performed by Tenera Environmental.
  - Specific expansion area configuration and study metrics not yet finalized by Tenera.

We look forward to getting on your next quarterly meeting agenda and having a more comprehensive discussion of this project.

Thanks!



A California Joint Powers Agency

**Member Agencies**

Al Clark  
*City of Carpinteria*

Kyle Richards  
*City of Goleta*

Vianey Lopez  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Joe Schroeder  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

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

Carmen Ramirez, Vice Chair  
Matt LaVere  
*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: May 21, 2021**  
**Agenda Item: 3**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 13, 2021**

**Subject: City of Carpinteria Presentation on Climate and Sea-Level Rise Vulnerability and Adaptation Planning**

**RECOMMENDED ACTIONS:**

- i. Receive a presentation by the City of Carpinteria on the City's Climate and Sea Level Rise Vulnerability and Adaptation Planning.

**DISCUSSION:**

Staff from City of Carpinteria will make a presentation to the Board on City's Climate and Sea-Level Rise Vulnerability and Adaptation Planning activities.



A California Joint Powers Agency

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**STAFF REPORT**

**Meeting Date: May 21, 2021**  
**Agenda Item: 5A**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 14, 2021**  
**Subject: Board Member Reports**





A California Joint Powers Agency

**Member Agencies**

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City of Carpinteria

Kyle Richards  
City of Goleta

Vianey Lopez  
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Steven Gama  
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**STAFF REPORT**

**Meeting Date: May 21, 2021**  
**Agenda Item: 5B**

**To: BEACON Board of Directors**  
**From: BEACON Executive Director**  
**Date: May 6, 2021**

**Subject: Amendment to BEACON Bylaws**

**RECOMMENDED ACTION:**

Review and approve amended BEACON Bylaws. (requires a 2/3/ majority vote of the Board of Directors). *Note:* As required under the BEACON Bylaws Article IX, these proposed amended Bylaws were also distributed 15 days prior to the scheduled Board meeting and posted online for public viewing.

**DISCUSSION:**

Staff recommends the Board approve amending BEACON's Bylaws (created in 1986, amended in 2020, and amended March 2021). The proposed amendment reflects the incorporation of purposes, objectives and authorities addressing protection of ocean health as directed by the Board at the March 2021 Board meeting. In addition to approving amendment language addressing regional coastal beach access and regional-level climate and sea-level rise adaptation, the Board directed the staff to return with an amendment addressing protecting ocean health. Attached to this staff report are the recommended Bylaws changes requested by the Board.

Going forward, BEACON's policies, programs and projects addressing regional beach protection, enhancement and restoration will be greatly affected by changes in climate, weather, and increased sea-level-rise. BEACON's ability to address these impacts will be enhanced by explicitly incorporating the proposed language into its Bylaws addressing protecting ocean health.

Approval of amendments to the BEACON Bylaws requires a two-thirds majority vote of the Board of Directors (7 affirmative votes).

Attachment:  
BEACON Bylaws Amended May 2021 Redline

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT  
BYLAWS**

**Proposed Amendments May 2021 Redline  
Proposed Amendments in Underlined Bold Italics**

ARTICLE I  
NAME, PURPOSE, AND POLICY

Section 1: Name

The name of this organization shall be the Beach Erosion Authority for Clean Oceans and Nourishment (hereinafter referred to as BEACON).

Section 2: Purpose of BEACON

The various Member Agencies have a strong common interest in the preservation and restoration of beaches and protection of coastal structures. The maintenance of wide, sandy beaches helps to protect against costly property damage, and further benefits the entire region economically by promoting recreation and tourism. Furthermore, because sand moves throughout the entire littoral sand cell which extends between the Santa Ynez River and Point Mugu, the beach restoration activities undertaken in one area may affect the character of the shoreline in adjoining jurisdictions. Therefore, the purpose of BEACON is to foster greater cooperation toward the maintenance and enhancement of the beaches within in the jurisdiction of BEACON Member Agencies.

The preservation and restoration of beaches, coastal beach access, and protection of coastal structures will be significantly affected by projected changes to climate, weather, and sea-level rise in the short- and long-term along the BEACON coast. Therefore, it is the further purpose of BEACON to coordinate on a regional level coastal beach access, climate, and sea-level rise adaptation and resilience planning within the jurisdictions of BEACON member agencies.

**Furthermore, the protection of coastal water quality, as well as other coastal restoration and environmental enhancement actions will contribute to the ecological and biological health of our local ocean and beaches.**

Section 3: Policy

It is the policy of BEACON to:

- A. Encourage communication regularly with Member Agencies on beach protection and restoration matters in order to ensure maximum cooperation;
- B. Promote the restoration of the beaches within the littoral sand cell which are an important economic and recreational resource to the region;

- C. Support maximum replenishment of beach sand through projects such as onshore and offshore sand mining, continuous sand by passing around littoral sand traps, dredging or other methods to obtain sand for beaches; and
- D. Coordinate all beach restoration and shoreline protection projects to maximize benefits to the region, and avoid detrimental effects on adjoining beach areas.

## ARTICLE II OBJECTIVES AND AUTHORITY

### Section 1: Objectives

The primary objectives for which BEACON is created are:

- A. Identify solutions to coastal erosion and environmental problems;
- B. Coordinate the use of local, state, federal and private resources;
- C. Facilitate design, financing, construction and maintenance of beach restoration, shoreline protection, and environmental protection and enhancement projects;
- D. Collect and analyze data needed to facilitate the design projects and to monitor their performance;
- E. Coordinate local government involvement and keep elected officials and citizens informed;
- F. Support the preparation of contingency plans by Member Agencies to be ready in emergencies to direct public and private efforts to combat erosion and to take steps necessary to coordinate the protection of public and private property;
- G. Spearhead local government lobbying efforts at the State and Federal levels;
- H. Collect and analyze data addressing regional-level climate and sea-level rise impacts to coastal beaches, coastal beach access, and coastal structures;
- I. Identify regional-level solutions to impacts resulting from changes in climate, weather, and sea-level rise that may affect BEACON member agencies beaches through coordinated regional planning; and
- J. Coordinate regional-level responses among BEACON member agencies to climate, weather, and sea-level rise changes impacting beaches, coastal beach access, and coastal structures.
- K. Provide for the ecological and biological health of our local ocean and beaches.***

## Section 2: Authority

BEACON is authorized to:

- A. Review all member agencies significant proposals for beach restoration, shoreline erosion control, ~~and~~ environmental protection and enhancement, regional coastal beach access, regional-level climate, sea-level rise adaptation, and coastal resilience projects for consistency with the regional goals, policies, and programs;
- B. Comment on such proposals to member agencies and appropriate State and Federal agencies;
- C. Propose and participate in joint or area wide projects for beach restoration, shoreline erosion control, ~~and~~ environmental protection, regional coastal beach access, regional-level climate, sea-level rise adaptation, and coastal resilience projects;
- D. Act as agent for regional project applications for beach restoration, shoreline erosion control, ~~and~~ environmental protection and enhancement, regional coastal beach access, regional-level climate, sea-level rise adaptation, and coastal resilience projects;
- E. Coordinate funding for beach restoration, shoreline erosion control, ~~and~~ environmental protection and enhancement, regional coastal beach access, regional-level climate, sea-level rise adaptation, and coastal resilience projects from private and public sources at the local, State, and Federal levels;
- F. **Coordinate efforts addressing coastal water quality and other actions that provide for the ecological and biological health of our local ocean and beaches;** and
- G. Adopt and amend Bylaws, rules, and regulations as may be required for the conduct of meetings and the orderly operation of the organization.

## Section 3: Limitation of Authority

Neither the Beach Erosion Authority for Clean Oceans and Nourishment nor a majority of the Member Agencies shall have the authority to impose any plan, duty, obligation or other responsibility upon any Member Agency without the consent of such Agency. Further, no Member Agency shall be required to do anything it does not specifically agree to do. Any recommendation, plan, or program promulgated by BEACON shall be advisory only as to Member Agencies.

## ARTICLE III MEMBERSHIP AND ORGANIZATION

### Section 1: Voting Membership

Shall be as provided in the Joint Powers Agreement, as amended.

### Section 2: Ex-Officio Membership

Ex-officio members shall be as determined by the Board of Directors and shall participate in BEACON, but will not have voting rights and shall be designated by a majority vote of a quorum present of the Board of Directors.

### Section 3: Officers

- A. Election of Officers shall be held every other calendar year, or upon resignation of an officer.
- B. There shall be a Chair and Vice Chair.
- C. All Officers shall be elected for a term of two years and shall serve until their successors are elected. Officers shall begin their term of office immediately following election.
- D. Officers shall be nominated from the floor of the Board of Directors and elected by a majority vote of a quorum present at the first meeting of a calendar year.

## ARTICLE IV STANDING COMMITTEES, AND AD HOC COMMITTEES

- A. The Chair shall have the authority to appoint committees or subcommittees, with confirmation of the appointments made by the Board of Directors.
- B. Standing committees may be appointed to carry out general and continuing functions and may be abolished only upon specific action of the Board of the Directors.
- C. Ad hoc committees may be appointed as the need arises to carry out specific tasks. Upon completion of its assignment, each ad hoc committee shall be disbanded.
- D. Standing or ad hoc committee voting members must be designated representatives. Each member shall be entitled to one vote. Ex- officio members may serve on standing or ad hoc committees but may not vote.
- E. Standing or ad hoc committee members may elect officers by a majority vote.

## ARTICLE V MEETINGS

### Section 1: Quorum

- A. A quorum for a meeting of the Board of Directors shall be a majority of voting members.
- B. A quorum shall be required for the conduct of any business of a committee. No business shall be conducted by a committee without a quorum. All decisions by a committee shall be by simple majority of the quorum. A quorum shall be two-thirds of the committee members.
- C. Voting shall be as provided in the Joint Powers Agreement, as amended.

#### Section 2: Parliamentary Procedure

Parliamentary procedure at all meetings shall be governed by Rosenberg's Rules of Order except as otherwise modified by the Joint Powers Agreement or these Bylaws.

#### Section 3: Meeting Notice

Meetings shall be noticed as provided for in the Ralph M. Brown Act, as amended, commencing with Section 54950 of the California Government Code. Regular meetings shall be held not less than twice per year. Special meetings may be called for by the Chair or Vice Chair or a majority of the Board of Directors.

#### Section 4: Proxies

No proxies will be permitted.

### ARTICLE VI INFORMATION, PUBLIC DISCLOSURE, AND EVALUATION

#### Section 1: Information and Evaluation

- A. BEACON shall disseminate information concerning its work program and activities. The required information system should be so organized and categorized that it would continue to allow full and efficient use of information by the public and private sectors.
- B. Adequate provision for citizen participation shall be provided as required by law and as directed by the Board of Directors.
- C. The Board of Directors may appoint a standing committee of its members to perform an annual evaluation of BEACON'S goals, structure, and performance, directed toward continually improving the planning, coordination, and implementation process.

#### Section 2: Ralph M. Brown Act

Notwithstanding any of the provisions of these Bylaws to the contrary, all meetings and actions of the Board of Directors shall be subject to the Ralph M. Brown Act, as amended, commencing at Section 54950 of the Government Code of the State of California.

## ARTICLE VII STAFFING AND FUNDING

### Section 1: Staffing

The Board of Directors shall have the authority to hire an Executive Director, consultants, or other staff as it deems necessary to carry out the objectives of the organization.

### Section 2: Funding

The Board of Directors shall have authority to raise funds as it deems necessary to carry out the objectives of the organization through voting member assessments, public or private grants and entitlements and legislative appropriations. Notwithstanding any of the provisions of these Bylaws to the contrary, voting member assessments may be made only upon the unanimous consent of the voting Member Agencies of the organization.

## ARTICLE VIII HOLD HARMLESS

BEACON shall defend, indemnify and otherwise hold harmless its directors, staff, committees, and agents from any liability, including legal representation, because of any act or omission incurred during the course and scope of performance of his or her duties except acts of gross neglect.

## ARTICLE IX BYLAWS AMENDMENT

- A. Amendments to these Bylaws may be proposed by a designated representative or staff. Amendment proposals shall be submitted to each member of the organization and its staff at least fifteen (15) days before its next regular meeting.
- B. A two-thirds majority of the Board of Directors shall be required to adopt an amendment to these Bylaws.





A California Joint Powers Agency

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**STAFF REPORT**

**Meeting Date: May 21, 2021**  
**Agenda Item: 5C**

**To: BEACON Board of Directors**  
**From: Ventura County Auditor-Controller's Office**  
**Date: May 13, 2021**

**Subject: Auditor-Controller Recommended Actions and Financial Reports**

**RECOMMENDATION ACTION:**

- i. Receive and file the Fiscal Year 2020-2021 Budget-to-Actual report for the year-to-date period ending April 30, 2021 (Exhibit I).
  - ii. Adopt an increase to voting member assessments (membership dues) by 1.4% for fiscal year 2021-2022 to provide an additional \$4,199 in revenue. (Exhibit II) (Requires unanimous approval (10/10 vote).
  - iii. Upon approval of member assessments, review and approve the Proposed Final Fiscal Year 2021-2022 Budget (Exhibit III).
  - iv. Authorize the Auditor-Controller's Office to adjust contingency for the fiscal year 2021-2022 budget where the fiscal year 2020-2021 actual year-end closing fund balance differs from the budget estimate.
  - v. Authorize the Auditor-Controller's Office to make the budgetary adjustment as follows (requires 6/10 vote)
- |          |   |         |
|----------|---|---------|
| INCREASE | Other Professional & Specialized Services | \$2,500 |
| DECREASE | Contingency                               | \$2,500 |

**DISCUSSION:**

**Recommendation i:**

Receive and file report from Ventura County Auditor-Controller's Office on Budget-to-Actual for Fiscal Year 2020-21 for the period ending April 30, 2021. (Exhibit I)

**Recommendation ii:**

Staff is requesting the BEACON Board of Directors approve an increase of annual member dues for BEACON and its inclusion in the Fiscal Year 2021-22 BEACON Budget as follows: (Exhibit II)



Auditor-Controller Recommended Actions and Financial Reports  
May 2021 BEACON Board Meeting

County of Ventura	\$ 50,690.00
County of Santa Barbara	\$ 50,690.00
City of Santa Barbara	\$ 42,243.00
City of Oxnard	\$ 42,243.00
City of Buenaventura	\$ 42,243.00
City of Carpinteria	\$ 25,350.00
City of Port Hueneme	\$ 25,350.00
City of Goleta	\$ 25,350.00
<b>Total</b>	<u>\$ 304,159.00</u>

**Analysis**

BEACON Executive Staff is recommending that the members’ dues increase for the coming Fiscal Year be limited to a Cost of Living (COL) increase only. Under this proposal, the annual membership dues for FY 2021-22 are proposed to be increased by 1.4% for all members. This increase will provide BEACON with an additional \$4,199 in revenue. The increase is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services.

Furthermore, to allow member agencies to budget for the proposed increase, a letter will be sent to all member agencies to notify them of the possible increase.

**Recommendation iii:**

The Proposed Final FY 2021-22 Budget assumes a balance between operating revenues and operating expenditures, and includes sizable amount of grant funds to support grant expenditures. The budget also includes a proposed 1.4% increase to annual membership dues. The proposed budget maintains a reserve fund balance of over \$200,000.00. (Exhibit III)

**Analysis**

In FY 2020-21, the Board approved a 100% increase in annual dues in order to mitigate the rising cost of expenditures, primarily due to the cost of employing a paid Executive Director as well as to support an increase in program funding. As Regional Sediment Management and Sea Level Rise and Climate Change issues are better integrated, BEACON staff has pursued grant opportunities to deliver regional coastal sediment planning and provide regional technical resources to assist BEACON member agencies implement their own coastal policies. Most recently, in February, the California Ocean Protection Council (OPC), approved a grant award to BEACON for \$450,800.00 to support BEACON’s regional sediment management planning and coastal environmental science planning efforts over the next 24 months.

**Overhead Expenditures:**

- The Proposed Final Budget for FY 2021-22 reflects an overhead of \$305,400.00 this represents an increase of \$20,620.00 from the FY 2020-21 Adopted Budget. The increase is primarily from the expanded budgets for Regional Sediment Management Project Support, Science Support services and California Sea Grant Science Advisory Committee coordination.

**Grant Expenditures:**



Auditor-Controller Recommended Actions and Financial Reports  
May 2021 BEACON Board Meeting

- In FY 2017-18 BEACON successfully secured grant funding from the Ocean Protection Council (OPC) to modify debris basins in Santa Barbara County. In FY 2019-20 BEACON successfully secured grant funding from OPC to complete all necessary planning, design, engineering and construction for the Surfers Point Project. For the coming FY, BEACON operating, and project expenditures will be supported in part by the OPC grant awarded last month for Regional Sediment Management planning and science analysis. For FY 2021-22, \$297,534.00 is included in the budget for grant funded operational and project related expenditures.

**Revenue:**

- The projected beginning fund balance for FY 2021-22 is \$211,900. This represents an increase of \$12,851, from the beginning fund balance for FY 2020-21.
- The annual membership dues for FY 2021-22 are proposed to be increased by 1.4% for all members. This increase will provide BEACON with an additional \$4,199 in revenue. The increase is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services.

**Grant Revenue:**

- As stated above, in FY 2017-18 and FY 2019-20 BEACON successfully secured grant funding from OPC. As of this time, BEACON expects to receive approximately \$323,934.00 in grant revenue from three OPC grants – the Regional Sediment Management, Debris Basin Modification, and Surfer’s Point projects for reimbursement of grant related expenditures in FY 2021-22.

**Proposed Final Budget**

Staff is recommending the BEACON Board of Directors adopt the Proposed Final Budget presented in Exhibit III, which assumes a 1.4% increase in annual membership dues and a 7.24% increase to overhead expenditures. The proposed final budget includes a contingency of a little less than 9% of overhead expenditures or \$27,159.

**Recommendation iv:**

Every year the actual year-end closing fund balance differs slightly from the estimated year-end closing fund balance. This allows the Auditor-Controller’s Office to adjust the fund balance, with a corresponding increase or decrease to contingency to balance the budget.

**Recommendation v:**

The following budgetary adjustment is being recommended:

To increase **Other Professional and Specialized Services** by **\$2,500** to compensate Contractor’s work for BEACON Website Re-Design.

To decrease **Contingency** by **\$2,500** to transfer appropriations to Other Professional and Specialized Services.

**BEACON FUND 0025  
YEAR TO DATE UNADJUSTED BUDGET TO ACTUAL FY 2020-21  
FOR THE MONTH ENDING APRIL 30, 2021**

Unit	Account Number	Title	BUDGET			ACTUAL YTD			
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	Variance
UNASSIGNED FUND BALANCE									
		Appropriation of Fund Balance	5,643	-	5,643	206,624.11		206,624.11	200,981.11
	5950	Unassigned Fund Balance	5,643	-	5,643	206,624.11		206,624.11	200,981.11
REVENUE									
5665	8911	Investment Income - (Interest Earnings)	4,000	-	4,000	1,079.47		1,079.47	(2,920.53)
5665	9371	Other Governmental Agencies - (Member Dues)	299,960	-	299,960	294,710.00		294,710.00	(5,250.00)
5665	9252	State Other - OPC Grant (Debris Basis Modification)	14,000	-	14,000	-		-	(14,000.00)
5665	9252	State Other - OPC Grant (Surfer's Point Project)	218,320	-	218,320	46,772.76		46,772.76	(171,547.24)
5665	9252	Coastal Commission Mitigation Fees (Mondo's Cove Stairway Project)	37,075	-	37,075	25,222.50		25,222.50	(11,852.50)
		<b>Total Revenue</b>	<b>573,355</b>	<b>-</b>	<b>573,355</b>	<b>367,784.73</b>		<b>367,784.73</b>	<b>(205,570.27)</b>
		<b>TOTAL SOURCES</b>	<b>578,998</b>	<b>-</b>	<b>578,998</b>	<b>574,408.84</b>		<b>574,408.84</b>	<b>(4,589.16)</b>
EXPENDITURES									
5665	2072	Insurance	3,500	-	3,500	3,741.79	-	3,741.79	(241.79)
5665	2131	Memberships and Dues (American Shore & Beach Preservation Assoc.)	2,000	-	2,000	500.00	-	500.00	1,500.00
5665	2159	Miscellaneous Expenses (Communication and Outreach)	5,000	-	5,000	1,759.20	-	1,759.20	3,240.80
5665	2159	Miscellaneous Expenses (CRSMP Update/SCCBEP)	20,000	-	20,000	-	-	-	20,000.00
5665	2183	Engineering and Technical Surveys (Science Support Services)	15,000	-	15,000	2,149.90	13,600.10	15,750.00	(750.00)
5665	2183	Engineering and Technical Surveys (Dr.Douglas George)	15,000	-	15,000	6,734.63	-	6,734.63	8,265.37
5665	2183	Engineering and Technical Surveys (Program Management - COM3)	43,500	-	43,500	31,640.00	11,860.00	43,500.00	-
5665	2183	Engineering and Technical Surveys (Geographic Information Systems)	3,000	-	3,000	-	-	-	3,000.00
5665	2185	Attorney Services (County of Santa Barbara)	12,000	-	12,000	8,050.00	3,950.00	12,000.00	-
5665	2199	Other Professional & Specialized Services (Executive Director)	134,900	-	134,900	100,600.00	34,300.00	134,900.00	-
5665	2199	Other Professional & Specialized Services (Jensen Design & Survey)	36,898	-	36,898	29,375.00	7,522.50	36,897.50	0.50
5665	2199	Other Professional & Specialized Services (Accounting Svcs-VC ACO)	15,000	-	15,000	-	-	-	15,000.00
5665	2199	Other Professional & Specialized Services (Grant writing GKA)	-	5,000	5,000	1,755.00	3,245.00	5,000.00	-
5665	2199	Other Professional & Specialized Services (Biennial Audit Services)	10,380	-	10,380	-	10,380.00	10,380.00	-
5665	2199	Other Professional & Specialized Services (Pam Baumgardner)	2,000	-	2,000	3,750.00	750.00	4,500.00	(2,500.00)
5665	2273	Education, Conferences, and Seminars (Registration Fees)	1,000	-	1,000	382.35	-	382.35	617.65
5665	2292	Travel Expense (Mileage, Travel & Conf.)	2,500	-	2,500	-	-	-	2,500.00
		<b>Total Overhead Expenditures</b>	<b>321,678</b>	<b>5,000</b>	<b>326,678</b>	<b>190,437.87</b>	<b>85,607.60</b>	<b>276,045.47</b>	<b>50,632.53</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	-	6,000	-	6,000.00	6,000.00	-
5665	2183	Planning, Engineering, Construction, CM, Monitoring & Restoration - (Tasks 2, 3, 4, 5, 6 & 7) - SB County Flood Control District	8,000	-	8,000	-	-	-	8,000.00
		<b>Total Grants - OPC - Debris Basins Removal:</b>	<b>14,000</b>	<b>-</b>	<b>14,000</b>	<b>-</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>8,000.00</b>
		<b>Grants - OPC - Surfer's Point Project:</b>							
5665	2183	Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	218,320	-	218,320	51,969.73	-	51,969.73	166,350.27
		<b>Total Grants - OPC - Surfer's Point Project:</b>	<b>218,320</b>	<b>-</b>	<b>218,320</b>	<b>51,969.73</b>	<b>-</b>	<b>51,969.73</b>	<b>166,350.27</b>
		<b>Total Grant Funded Expenditures</b>	<b>232,320</b>	<b>-</b>	<b>232,320</b>	<b>51,970</b>	<b>6,000</b>	<b>57,970</b>	<b>174,350.27</b>
5665	6101	Contingency	25,000	(5,000)	20,000	-	-	-	20,000.00
		<b>TOTAL EXPENDITURES</b>	<b>578,998</b>	<b>-</b>	<b>578,998</b>	<b>242,407.60</b>	<b>91,607.60</b>	<b>334,015.20</b>	<b>244,982.80</b>
		<b>Ending Unassigned Fund Balance</b>							
						<b>332,001.24</b>			

Note: Amounts with "( )" in the ACTUAL column reflect FY20 accruals in excess of actual expenditures and revenue to date.

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

**Unadjusted Balance, as of April 30, 2021: 9,457.49**

**Fiscal Year 2021-2022  
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	CPI Increase 1.40%	Fiscal Year 21-22
County of Ventura	\$ 23,400.00	\$ 820.00	\$ 24,220.00	\$ 775.00	\$ 24,995.00	\$ 24,995.00	\$ 49,990.00	\$ 700.00	50,690.00
County of Santa Barbara	23,400.00	820.00	24,220.00	775.00	24,995.00	24,995.00	49,990.00	700.00	50,690.00
City of Santa Barbara	19,500.00	685.00	20,185.00	645.00	20,830.00	20,830.00	41,660.00	583.00	42,243.00
City of Oxnard	19,500.00	685.00	20,185.00	645.00	20,830.00	20,830.00	41,660.00	583.00	42,243.00
City of Buenaventura	19,500.00	685.00	20,185.00	645.00	20,830.00	20,830.00	41,660.00	583.00	42,243.00
City of Carpinteria	11,700.00	410.00	12,110.00	390.00	12,500.00	12,500.00	25,000.00	350.00	25,350.00
City of Port Hueneme	9,000.00	315.00	9,315.00	300.00	9,615.00	*15,385.00	25,000.00	350.00	25,350.00
City of Goleta	11,700.00	410.00	12,110.00	390.00	12,500.00	12,500.00	25,000.00	350.00	25,350.00
	<b>\$137,700.00</b>	<b>\$ 4,830.00</b>	<b>\$ 142,530.00</b>	<b>\$ 4,565.00</b>	<b>\$ 147,095.00</b>	<b>\$152,865.00</b>	<b>\$299,960.00</b>	<b>4,199.00</b>	<b>304,159.00</b>

**BEACON PROPOSED FINAL BUDGET FOR FY 2021-2022**

Fund O025		Division/ Unit Code	Account Code	FY 2019-20 Actual	FY 2020-21 Adopted Budget	FY 2020-21 Estimated Actual	FY 2021-22 Recommended Budget March 19, 2021	FY 2021-22 Proposed Final Budget May 21, 2021
<b>FINANCING SOURCES</b>							1.4% CPI - Dues Increase	1.4% CPI - Dues Increase
<b>Fund Balance</b>								
Appropriation of Fund Balance				-	8,643	-	-	-
<b>Revenue</b>								
<b>Operating Revenue:</b>								
Investment Income	5665	8911	5,641	4,000	2,000	2,000	2,000	2,000
Membership Dues	5665	9371	147,095	299,960	299,960	304,159	304,159	304,159
City of Ventura - Reimbursement	5665	9371	5,250	-	-	-	-	-
California Ocean Protection Council - Reimbursement	5665	9252	-	-	-	25,000	25,000	26,400
<b>Subtotal - Operating Revenue:</b>				<b>157,986</b>	<b>303,960</b>	<b>301,960</b>	<b>331,159</b>	<b>332,559</b>
<b>Grant and Project Revenue:</b>								
Grant Funding (OPC Grant for Debris Basin Modification Project)	5665	9252	-	14,000	9,000	20,000	20,000	20,000
Grant Funding (OPC Grant - Surfer's Point Project)	5665	9252	169,146	218,320	88,591	77,534	77,534	77,534
Grant Funding (OPC Grant - RSM/SLR Adaptation)	5665	9252	-	-	-	200,000	200,000	200,000
Coastal Comission Mitagation Fees (Mondo's Cove Public Access Stairway Project)	5665	9252	29,926	34,075	34,075	-	-	-
<b>Subtotal - Grant and Project Revenue:</b>				<b>199,071</b>	<b>266,395</b>	<b>131,666</b>	<b>297,534</b>	<b>297,534</b>
<b>Total - Revenue:</b>				<b>357,058</b>	<b>570,355</b>	<b>433,626</b>	<b>628,693</b>	<b>630,093</b>
<b>TOTAL FINANCING SOURCES</b>				<b>357,058</b>	<b>578,998</b>	<b>433,626</b>	<b>628,693</b>	<b>630,093</b>
<b>EXPENDITURES</b>								
<b>Operating Expenses (Overhead):</b>								
Insurance	5665	2072	3,531	3,500	3,742	3,800	3,800	3,800
Memberships and Dues - (American Shore & Beach Preservation Assoc.)	5665	2131	500	2,000	500	2,000	2,000	2,000
Miscellaneous Expense - (Communications and Outreach)	5665	2159	-	5,000	1,319	5,000	5,000	5,000
Miscellaneous Expense - (CRSMP Update/SCCBEP)	5665	2159	-	20,000	20,000	20,000	20,000	20,000
Miscellaneous Expense - (ZOOM Video Conferencing)	5665	2159	-	-	700	700	700	700
Engineering and Technical Surveys - (Project Support)	5665	2183	-	-	-	15,000	15,000	15,000
Engineering and Technical Surveys - (Science Support Services)	5665	2183	-	15,000	15,000	20,000	20,000	20,000
Engineering and Technical Surveys - (Dr. Kirsten Patsch)	5665	2183	-	-	750	-	-	-
Engineering and Technical Surveys - (Dr. Douglas George / UC - California Sea Grant SAC)	5665	2183	6,458	15,000	18,818	20,000	20,000	20,000
Engineering and Technical Surveys - (James Ballard)	5665	2183	5,869	-	-	-	-	-
Engineering and Technical Surveys - (Program Managment - COM3)	5665	2183	40,801	43,500	43,500	43,500	43,500	43,500
Engineering and Technical Surveys - (Geographic Information Systems - Marc Shore)	5665	2183	-	3,000	3,000	3,000	3,000	3,000
Attorney Services - (County of Santa Barbara)	5665	2185	9,562	12,000	12,000	12,000	12,000	12,000
Other Professional & Specialized Services - (Marc Beyeler - Executive Director)	5665	2199	62,928	134,900	134,900	134,900	134,900	134,900
Other Professional & Specialized Services - (Accounting Services - Co of Ventura)	5665	2199	9,450	15,000	15,000	15,000	15,000	15,000
Other Professional & Specialized Services - (Biennial Audit Services)	5665	2199	-	10,380	10,380	-	-	-
Other Professional & Specialized Services - (Barrett Productions)	5665	2199	450	-	-	-	-	-
Other Professional & Specialized Services - (Pam Baumgardner)	5665	2199	1,800	2,000	4,500	2,000	2,000	2,000
Other Professional & Specialized Services - (GKA Consulting - George Amoon)	5665	2199	-	-	5,000	5,000	5,000	5,000
Education Conference and Seminars - (Registration fees for conferences)	5665	2273	270	1,000	-	2,500	2,500	2,500
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292	581	2,500	-	1,000	1,000	1,000
<b>Subtotal - Operating Expenses:</b>				<b>142,199</b>	<b>284,780</b>	<b>289,109</b>	<b>305,400</b>	<b>305,400</b>
<b>Grant Funding Expenditures:</b>								
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3	5665	2183	-	6,000	5,000	10,000	10,000	10,000
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2, 3, 4, 5, 6, 7) - SB County Flood Control	5665	2183	-	8,000	4,000	10,000	10,000	10,000
<b>OPC Grant - Debris Flow Modification Project:</b>				<b>-</b>	<b>14,000</b>	<b>9,000</b>	<b>20,000</b>	<b>20,000</b>
Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	5665	2183	187,940	218,320	88,591	77,534	77,534	77,534
<b>OPC Grant - Surfer's Point Project:</b>				<b>187,940</b>	<b>218,320</b>	<b>88,591</b>	<b>77,534</b>	<b>77,534</b>
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5665	2183	-	-	-	200,000	200,000	200,000
<b>OPC Grant - RSM/SLR Adaptation:</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>200,000</b>	<b>200,000</b>
Other Professional & Specialized Services - (Jensen Design & Survey, Inc.)	5665	2199	25,926	36,898	34,075	-	-	-
<b>CA &amp; SSF - Mondo's Cove:</b>				<b>25,926</b>	<b>36,898</b>	<b>34,075</b>	<b>-</b>	<b>-</b>
<b>Subtotal - Grant Funding Expenditures:</b>				<b>213,866</b>	<b>269,218</b>	<b>131,666</b>	<b>297,534</b>	<b>297,534</b>
<b>Contingencies:</b>								
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101	-	25,000	-	25,759	27,159	27,159
<b>Subtotal - Contingencies:</b>				<b>-</b>	<b>25,000</b>	<b>-</b>	<b>25,759</b>	<b>27,159</b>
<b>TOTAL EXPENDITURES</b>				<b>356,064</b>	<b>578,998</b>	<b>420,775</b>	<b>628,693</b>	<b>630,093</b>
<b>Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]</b>				<b>994</b>	<b>(8,643)</b>	<b>12,851</b>	<b>-</b>	<b>-</b>
<b>Fund O025 - Beginning Fund Balance</b>				<b>\$ 198,055</b>	<b>\$ 199,049</b>	<b>199,049</b>	<b>211,900</b>	<b>211,900</b>
<b>Fund O025 - Ending Fund Balance</b>				<b>\$ 199,049</b>	<b>\$ 190,406</b>	<b>211,900</b>	<b>211,900</b>	<b>211,900</b>



A California Joint Powers Agency

**Member Agencies**

Al Clark  
*City of Carpinteria*

Kyle Richards  
*City of Goleta*

Vianey Lopez  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Joe Schroeder  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

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

Carmen Ramirez, Vice Chair  
Matt LaVere  
*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: May 21, 2021**  
**Agenda Item: 5D**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 13, 2021**

**Subject: Review and Approve BEACON Contracts and Agreements**

**RECOMMENDED ACTIONS:**

- i. Approve and authorize the Chair to execute and 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, 2021 through June 30, 2022;
- ii. Approve and authorize the Chair to execute and 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, 2021 through June 30, 2022;
- iii. Approve and authorize the Chair to execute and Agreement with COM3 Consulting Inc. to provide program manager services in an amount not to exceed \$53,500 with a period of performance from July 1, 2021 through June 30, 2022;
- iv. Approve and authorize the Chair to execute and 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, 2021 through June 30, 2022;
- v. Approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with UCSD-California Sea Grant to provide support services to the BEACON Science Advisory Committee (SAC) with a period of performance from July 1, 2021 to June 30, 2022 in an amount not to exceed \$20,000.00 upon review and approval of legal counsel; and
- vi. Approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with California State University, Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from May 21, 2021 to June 30, 2022 in an amount not to exceed \$25,000.00 upon review and approval of legal counsel.

**DISCUSSION:**

Since BEACON has no employees, all functions are carried out by either member agencies' staff or contract consultants. The agency provided





Review and Approve BEACON Contracts and Agreements  
May 2021 BEACON Board Meeting

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 include BEACON's Program Manager, and Webmaster. (The Board will separately be discussing the performance and contract with the Executive Director and action on this contract will be presented to the Board as a separate item).

In addition, additional agreements include support for the BEACON Science Advisory Committee (SAC) and research and technical support to assist BEACON in its program planning. The proposed contracts and agreements provide BEACON with individuals and agency resources uniquely qualified to provide necessary support services and their knowledge and understanding of BEACON is extensive. For these reasons, their continued use during FY 21-22 is recommended.

For FY 21-22, BEACON expects to focus on the following core activities:

- ◆ Development of baseline technical and program information to support 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 agencies regarding coastal issues and strategies focused on regional climate and Sea-Level Rise adaptation planning;
  
- ◆ Coordination of the Science Advisory Committee and development of a Research Agenda;
- ◆ Implementation planning for the Surfers Point Project Phase 2;
- ◆ Continued implementation of the Santa Barbara County Debris Basin Project and support Santa Barbara County Flood Control.
- ◆ Implementation planning for the Mondo's Cove Stairway Access Project.
- ◆ Potential Implementation of a beach nourishment component of the City of Carpinteria's Rincon Trail Project.
- ◆ Development of outreach initiatives for public education regarding coastal issues.

**ITEM 5D - Review and Approve BEACON Contracts and Agreements**

**ATTACHMENT 1**

**Agreement with Ventura County Auditor-Controller's Office to provide  
Accounting Services**

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO  
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 21/22**

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, 2021, to and including June 30, 2022. 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 to 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 21-22

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4. **Fiscal year 2021-22 Agreement Costs.** Accounting services costs for FY2021-22 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 21-22

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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, 2021.

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: \_\_\_\_\_

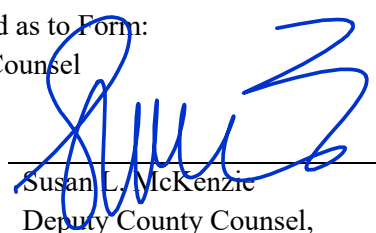
Attest:

By:

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

Approved as to Form:  
County Counsel

By:

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

**ITEM 5D - Review and Approve BEACON Contracts and Agreements**

**ATTACHMENT 2**

**Agreement with Santa Barbara County to provide Legal Services**

**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, 2021, to and including June 30, 2022. 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 2021/2022 Agreement Costs.** Legal services costs for 2021/2022 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, 2021.

**Attest:**  
Clerk of the Board  
Mona Miyasato  
County Executive Officer

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

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

By: \_\_\_\_\_  
Name: Bob Nelson  
Title: Chair, Board of Supervisors  
Date: \_\_\_\_\_

**Recommended for Approval:**  
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, 2021.

**BEACON, a California Joint Powers Agency**

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

**Attest:**

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

**ITEM 5D - Review and Approve BEACON Contracts and Agreements**

**ATTACHMENT 3**

**Agreement with COM3 Consulting Inc. to provide Program Manager  
Services**

**Agreement Between**

**COM3 Consulting Inc.**

**and**

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

**for**

**Project Management Services  
FY 2021-2022**



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 2021-2022.

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, 2021 and shall complete the Services on June 30, 2022. 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 \$53,500.

**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. 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

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.

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

**FY 2021-2022**

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: Gerald Comati  
Title: Dir of Finance, COM3 Consulting  
Inc.  
Date: \_\_\_\_\_

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

Approved as to Form:

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.
- i. Finalize Board Agenda Packages and release Agenda Packages to Board, staff and interested parties.
- j. Prepare Board Meeting Minutes.

**2. Consultants**

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

- g. 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 Executive Director and Auditor Controller develop annual budget.
- b. Review claims against grants prepared by Auditor Controller.
- c. 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.
- c. Management of Rincon Trail Project – Beach Nourishment permitting and environmental.
- d. Support Executive Director in development of a new South-Central Coastal Beach Enhancement Project (SCCBEP).
- e. Develop partnership program with the Santa Barbara and Ventura counties Flood Control Districts for Debris Basin modification or removal projects.

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

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- f. Implementation of the Santa Barbara county Debris Basin Modifications Project.
- g. Pursue regional initiatives to enhance coastal sediment.
- h. Pursue development of other BEACON projects.

**PROJECT SCHEDULE**

COM3 Consulting agrees to start the scope of services described above by July 1, 2021 and complete the scope by June 30, 2022.

**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	145	299	43,355	145	43,500	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Gerald Comati	DB Project	145	68	9,860	140	10,000	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Total Labor				53,215	285	53,500	

**Total Contract \$53,500**

**ITEM 5D - Review and Approve BEACON Contracts and Agreements**

**ATTACHMENT 4**

**Agreement with Pamela Baumgardner to provide Webmaster and Social  
Media Services**



## 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”).

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, 2021 – June 30, 2022.

### 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.

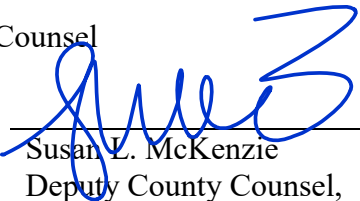
IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2021.

CONTRACTOR

BEACON

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

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

Approved as to Form:  
County Counsel  
By:   
Susan 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.

**ITEM 5D - Review and Approve BEACON Contracts and Agreements**

**ATTACHMENT 5**

**Agreement with UCSD-California Sea Grant to provide Support Services to  
the BEACON Science Advisory Committee (SAC)**

## AGREEMENT

THIS AGREEMENT, ENTERED INTO ON July 1, 2021 is between:

Beach Erosion Authority for Clean Oceans and Nourishment, a joint powers authority, referred to herein as "BEACON",

And

University of California Sea Grant, referred to herein as "CA Sea Grant".

### GENERAL

	Requesting Agency	Servicing Agency
<b>Agency/Institution</b>	BEACON	The Regents of the University of California, University of California San Diego/Santa Barbara
<b>Department</b>	NA	California Sea Grant
<b>Address</b>	501 Poli Street PO Box 99 Ventura, CA 93001	9500 Gilman Drive, 0210 La Jolla, CA 92093-0210
<b>Project Coordinator</b>	Marc Beyeler	Nick Sadrpour
<b>Telephone</b>	510-316-6095	858-246-5269
<b>Email</b>	Beyeler@Beacon.ca.gov	nsadrpour@ucsd.edu
<b>Billing Contact</b>	Gerald Comati	Nick Sadrpour
<b>Address</b>	BEACON 501 Poli Street P O Box 99 Ventura, CA 93001	9500 Gilman Drive, 0954 La Jolla, CA 92093-0954
<b>Telephone</b>	805 962-0488	858-246-5269
<b>Email</b>	comati@beacon.ca.gov	nsadrpour@ucsd.edu
<b>Fed Id Number</b>	77-0557953	95-6006144

### RECITALS

- (1) The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is a California Public Agency established under the California Joint Exercise of Powers Act representing the Counties of Santa Barbara and Ventura as well as the Cities of Santa Barbara, Carpinteria, Ventura, Oxnard and Port Hueneme. Statutory authority for BEACON is through California Government Code Section 6500 *et seq.* The agency is dedicated to the protection and nourishment of beaches within the jurisdictions it represents.
- (2) BEACON requires professional assistance to manage a BEACON Science Advisory Committee (SAC) as part of its operations in order to provide the best available science to inform its policies, programs, and projects (referred to as "Assistance").



- 
- (3) BEACON is willing to fund CA Sea Grant to provide this Assistance.
  - (4) CA Sea Grant is willing to provide this Assistance.
  - (5) The parties hereto desire to define the terms and conditions under which Assistance will be implemented and financed.

## SECTION I

### BEACON AGREES:

- (1) To provide contract administration services for Assistance to be performed by CA Sea Grant.
- (2) To assign a BEACON Project Coordinator to coordinate Assistance.
- (4) To attend coordination meetings and teleconferences with CA Sea Grant and the SAC Co-Chairs to coordinate Assistance, and to address any other issues, deadlines or events that may impact schedule to perform the required Assistance.
- (5) To reimburse CA Sea Grant within ninety days of receipt of invoices.

## SECTION II

### CA Sea Grant AGREES:

- (1) To provide the Assistance in accordance with Duties shown in Exhibit A, attached hereto and incorporated by this reference.
- (2) To provide the Assistance in accordance with the SCHEDULE shown in Exhibit A, attached hereto and incorporated by this reference.
- (3) To provide the Assistance in accordance with BUDGET shown in Exhibit A, attached hereto and incorporated by this reference.
- (4) To assign a CA Sea Grant Project Coordinator to provide the Assistance.
- (5) To submit to BEACON, at the address listed under “Billing Contact Address” of the GENERAL section above, monthly invoices. Monthly invoice shall include the following information:
  1. Invoice Date.
  2. Work period that invoice covers.
  3. Description of work completed during invoice period will be submitted monthly to BEACON by email.
  4. A list of labor hours billed with name of billing individual, billing rate, quantity of hours billed and dollar amount for each.
  5. A line item that includes dollar amount of overhead applied to invoice.
  6. A total dollar amount of invoice which summarizes all the items above.
  7. A cost summary indicating current billed amount by cost category and cumulative amount billed.

- 
- (6) To attend coordination meetings and teleconferences with CA Sea Grant and the SAC Co-Chairs to coordinate the Assistance, and to address any other issues, deadlines or events that may impact the schedule to perform the required Assistance.
  - (7) To obtain concurrence in writing from BEACON on changes duties, cost, or schedule.

### SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

- (1) 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.
- (2) No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- (3) Either party may terminate this agreement upon fifteen days written notice to CA Sea Grant. At the time of termination, BEACON agrees to pay CA Sea Grant for work accomplished at time of termination and delivered in accordance with the terms of this agreement and non-cancelable obligations. All documents, including raw data and draft plans, prepared up to the time of termination shall become property of BEACON. CA Sea Grant shall retain the right to use all documents, including ray and draft plans, for research and education purposes, to the extent doing so does not disclose any BEACON confidential information.
- (4) This agreement shall begin July 1, 2021 and terminate on June 30, 2022 unless earlier terminated or otherwise agreed.
- (5) That this agreement shall not become binding unless appropriately signed by an authorized official from each agency and that work shall not proceed until such authorizing signatures have been affixed.
- (6) That any dispute regarding the terms of this a agreement, the performance of any party hereunder, or any other matter related hereto shall be resolved by binding arbitration to be held in Santa

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Barbara, California under the auspices and pursuant to the applicable rules of the American Arbitration Association.

- (7) 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.
- (8) That modification within the scope of this agreement shall be made by mutual consent of the parties by issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The parties are not obligated to fund any changes not approved in advance.
- (9) The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner 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 CA Sea Grant's regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars (\$10,000.00), CA Sea Grant 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). CA Sea Grant shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.
- (10) 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.
- (11) 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.
- (12) 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.

*(Signatures on following page.)*

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

University of California Sea Grant

BEACON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gregg Hart  
Title: Chair, Board of Directors  
Date: \_\_\_\_\_

Approved as to Form:  
Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel on behalf of  
BEACON

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Exhibit A  
Work Tasks, Budget, and Schedule

Work Tasks

1. Assist in developing agendas for teleconference planning calls with BEACON Executive Staff
2. Participate in teleconference planning calls with BEACON Executive Staff and BEACON Science Advisory Committee (SAC) Co-Chairs
3. Provide support to BEACON Executive Staff and Co-Chairs in Recruitment and Selection of SAC members, if needed.
4. Assist in preparing agenda for meetings of the SAC
5. Assist in coordinating meetings of the Science Advisory Committee
6. Prepare minutes for meetings of the SAC
7. Assist in preparing agenda for SAC-Managers Workshop and other relevant workshops
8. Assist in coordinating Science Advisory Committee-Managers Annual Workshop and other relevant workshops
9. Prepare minutes for meetings of the SAC-Managers Annual Workshop
10. Support BEACON Executive Staff in preparing annual work plan document and Report to the BEACON Board of Directors

Budget

For CA Sea Grant services to be rendered under this agreement Sea Grant shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$20,000.00.

Payment for services and /or reimbursement of costs shall be made upon CA Sea Grant's satisfactory performance, based upon the scope and methodology contained in the agreement and Work Tasks 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.

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 CA Sea Grant to correct such work or billings or seek any other legal remedy.

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. The budget for the above Work Tasks shall be up to \$20,000 (twenty thousand dollars) billed monthly on cost reimbursement basis. Progress reports will evidence work completed on specific tasks during the invoice period. Administrative overhead costs will be limited to a percentage not to exceed twenty-five (25) percent of direct costs, or a total of \$5,000.00.

Any necessary travel costs will be reimbursed at actual cost. Travel must be approved by BEACON in advance. Travel costs shall be limited to \$350.00.

Schedule

Ongoing	Planning calls with BEACON Executive Staff and Co-Chairs
Winter 2021-22	Annual SAC Meeting
Spring 2022	SAC-Managers Workshop
Spring 2022	Review Work Plan/Research Agenda and Prepare Report

**ITEM 5D - Review and Approve BEACON Contracts and Agreements**

**ATTACHMENT 6**

**Agreement with California State University, Channel Islands (CSUCI) to provide Research and Technical Support regarding Regional Sediment Management and Regional Climate Adaptation**

**Memorandum of Understanding**  
**for the provision of technical and research services**  
**between**  
**the Beach Erosion Authority for Clean Oceans and Nourishment**  
**and**  
**California State University, Channel Islands.**

This **Memorandum of Understanding** is being entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON, located at 105 E. Anapamu St., Suite 201, Santa Barbara, CA 93101 and California State University, Channel Islands, hereinafter referred to as CSUCI, located at One University Drive, Camarillo, CA 93012. (referred to as “MOU”)

This MOU sets forth the terms and understanding between BEACON and the CSUCI regarding regional sediment management and regional climate adaptation science, technical and research support.

BACKGROUND

1. BEACON is a Joint Powers Authority representing the coastal interests of the counties of Santa Barbara and Ventura and the coastal cities Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
2. Among BEACON’s primary missions is to coordinate regional sediment management, provide for regional beach access, and coordinate regional Sea Level Rise (SLR) Adaptation and to provide technical and policy support to local governments to enhance the supply of sand onto beaches within the BEACON jurisdiction.
3. The CSUCI has been cooperating with BEACON for several years, providing periodic scientific and technical information updates to the BEACON Board.
4. CSUCI teaching and research staff have contributed to studies of the Santa Barbara Littoral Cell, in order to identify and quantify the pathways for nearshore sediment transport in Santa Barbara and Ventura Counties, with emphasis on critical regions of shoreline erosion.
5. CSUCI teaching and research staff have assisted in monitoring BEACON beaches for the past decade, most recently increasing its monitoring along the BEACON coast.

PURPOSE & RESPONSIBILITIES

This MOU defines the common interest of BEACON and CSUCI in using the best available science to inform regional sediment management, beach nourishment, regional beach access, coastal habitats restoration, and coastal SLR adaptation.

Science and Technical Support

This common interest will be accomplished by the following activities:

1. BEACON will provide funding to support development of scientific and technical information.
2. BEACON will work with the CSUCI to support and advance regional science supporting regional sediment management, regional beach access, and coastal climate adaptation.
3. The CSUCI staff will periodically report to BEACON on its most recent activities and any relevant information specifically addressing the Santa Barbara Littoral Cell region.

4. BEACON and CSUCI will work together, and with others, to further develop science and technical information supporting regional sediment management and regional climate adaptation.
5. CSUCI will provide technical and research services described in Exhibit A, as attached hereto and incorporated by this reference. (referred to collectively as “Services”.)
6. CSUSI shall be responsible for overseeing and supporting the implementation of the Services and related activities and budget described in Exhibit A.

#### DURATION

1. This MOU may be amended or modified by mutual consent of BEACON and CSUCI.
2. This MOU shall become effective upon signature by BEACON and CSUCI and will remain in effect until amended, modified or terminated by BEACON or CSUCI.
3. Unless otherwise amended this MOU shall end June 30, 2022.

#### INDEMINIFICATION

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 MOU. 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 MOU.

#### GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR; TAXES
  - A. NOT AN EMPLOYEE: Regardless of any functional title or work description, CSUCI is performing Service as an independent contractor and not an employee of BEACON.
  - B. NO BENEFITS: CSUCI shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers’ compensation and health insurance. CSUCI shall provide evidence of general liability insurance prior to starting beginning work under this MOU.
  - 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.
2. TERMINATION. Either party may terminate this MOU for convenience on 30 days prior written notice. Additionally, CSUCI may terminate this MOU immediately, without prior notice, where CSUCI determines, in its discretion, that the Project or the Project’s implementation adversely affects participating students.
3. GOVERNING LAW. The validity, interpretation, and performance of this MOU shall be determined according to



the laws of the State of California.

4. NOTICES. All notices required or permitted by this MOU shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

BEACON:		CSUCI:	
Attention:	Marc Beyeler	Attention:	
ADDRESS	105 E. Anapamu St., Ste 201	ADDRESS	
CITY	Santa Barbara	CITY	
STATE	CA	STATE	
ZIP	93101	ZIP	
TEL:	510-316-6095	TEL:	
EMAIL:	beyeler@beacon.ca.gov	EMAIL:	

5. AMENDMENT. Except as otherwise provided herein, this MOU may be modified or amended only in writing and with the written consent of both Parties.
6. SEVERABILITY. If any provision of this MOU, 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 MOU.
7. ENTIRETY OF MOU. This MOU constitutes the entire MOU between the Parties relating to the specific subject of this MOU and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.
8. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to either Party 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.
9. EXECUTION OF COUNTERPARTS. This MOU 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.
10. SURVIVAL. All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.
11. RECORDS, AUDITS, AND REVIEW. CSUCI shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CSUCI '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 CSUCI '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). CSUCI shall participate in any audits and reviews, whether by BEACOND or the State, at no charge to BEACON.
12. HEADINGS. Section headings used herein are inserted for convenience only and are not part of this Agreement.

13. SIGNATURES. The signatories hereto represent that they have the authority to enter into this MOU, and do hereby enter into this MOU on behalf of their agencies for whom they sign.

IN WITNESS WHEREOF, the parties hereto have executed this MOU to be effective when executed by both parties:

CSUCI

BEACON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**Approved as to Form:**  
County Counsel

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

## **Exhibit A Services and Budget**

### Services

CSUCI shall complete the following:

1. Obtaining and Collecting Original and Existing Data
  - a. Historic Dredging Information from Regional Harbors
  - b. Historic Information on Beach Nourishment Activities
  - c. Recent History of Emergency and Regular Beach and Marine Sediment Deposition
  - d. Information on the conditions of regional beaches
  - e. Information on users and uses of regional beaches
  - f. Information detailing regional-level SLR adaptation actions addressing threats to regional beaches
2. Analyzing Data
  - a. Creating data display tools, including charts, tables and spreadsheets
  - b. Creating GIS Maps and Graphs
  - c. Provide recommendations for the use of the data to provide decision-support
3. Providing Summary Memos, Reports, and Presentations
  - a. Providing summary research and technical information
  - b. Providing research memos and periodic updates of the results of research as appropriate.
  - c. Providing periodic presentations to the BEACON Board of Directors and the BEACON Science Advisory Committee

CSUCI will undertake the services jointly with BEACON staff, working close consultation and collaboration with BEACON staff and consultants.

### Budget

For CSUCI Services to be rendered under this MOU CSUCI shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$25,000.00 (Twenty-five thousand dollars).

Payment for Services and /or reimbursement of costs shall be made upon CSUCI's satisfactory performance, based upon the scope and methodology contained in the MOU and Services as determined by BEACON. Payment for Services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and charges for personnel.

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 CSUCI to correct such work or billings or seek any other legal remedy.

BEACON shall reimburse Contractor for expenses related to the performance of Services described in this MOU. BEACON shall approve any changes to the approved budget in writing through an Amendment to this MOU. The budget for the above Services shall be billed monthly on an hourly cost reimbursement basis. Progress reports will evidence work completed on specific tasks during the invoice period. Administrative overhead costs will be limited to a percentage not to exceed twenty-five (25) percent of direct costs, or a total of \$6,250.00 (Six thousand two-hundred fifty dollars).

Any necessary travel costs will be reimbursed at actual cost. Travel must be approved, in writing, and by BEACON in advance. Travel costs shall be limited to \$250.00.



A California Joint Powers Agency

**Member Agencies**

Al Clark  
*City of Carpinteria*

Kyle Richards  
*City of Goleta*

Vianey Lopez  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Joe Schroeder  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

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

Carmen Ramirez, Vice Chair  
Matt LaVere  
*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: May 21, 2021**  
**Agenda Item: 5E**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 14, 2021**

**Subject: Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**RECOMMENDED ACTIONS:**

- i. Approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with the California Ocean Protection Council (CA OPC) to provide grant funds supporting BEACON's Regional Coastal Resilience Sediment Pilot Program with a period of performance from July 1, 2021 to June 30, 2023 in an amount not to exceed \$440,800.00 upon review and approval of legal counsel.
- ii. Adopt Resolution 2021-1, as required by the Ocean Protection Council, to receive funds under Proposition 68 by allowing the Executive Director to conduct all negotiations, execute, and submit all documents.
- iii. Upon adoption of Resolution 2021-1, adopt Resolution 2021-2 setting forth adequate safeguards limiting the Executive Director's authority under Resolution 2021-1 to secure funds under Proposition 68 from the Ocean Protection Council for the period of 21, 2021 through December 21, 2023, and by requiring the review and approval of legal counsel prior to execution of the grant agreement or other documents.
- iv. Upon approval of the above OPC Grant Recommended Actions i-iii, approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with University of California, San Diego, to provide project support to BEACON for community engagement and technical workshops with a period of performance from July 1, 2021 to June 30, 2023 in an amount not to exceed \$40,398 upon review and approval of legal counsel.
- v. Upon approval of the above OPC Grant Recommended Actions i-iii, approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with University of California Santa Barbara to provide ecological assessment analysis with a period of performance from July 1, 2021 to June 30,



Approve OPC Grant Agreement, Resolutions and Sub-awards  
May 2021 Board Meeting

- 2023 in an amount not to exceed \$75,000 upon review and approval of legal counsel.
- vi. Upon approval of the above OPC Grant Recommended Actions i-iii, approve and authorize the Executive Director to execute an Agreement, substantially similar to that attached, with United States Geological Survey (USGS) to provide sediment transport and fate analysis and modeling with a period of performance from July 1, 2021 to June 30, 2023 in an amount not to exceed \$100,000 upon review and approval of legal counsel.

**DISCUSSION:**

In February 2021, BEACON was awarded a grant from the CA Ocean Protection Council (CA OPC) develop an innovative regional coastal resilience sediment management pilot program focused on sea-level rise (SLR) adaptation and coastal resiliency. This pilot regional sediment management program will focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the Santa Barbara Littoral Cell (SBLC).

This program is designed to capitalize on opportunities to obtain beach-quality material from the watershed as surplus material from upland sources (opportunistic material). This project phase involves capacity building, planning and scientific assessment, project site assessment, and preliminary project design. This project phase will complete necessary data collection to develop sediment deposition protocols using the best available science and will complete the design of one or more pilot sediment deposition projects at selected beaches and nearshore sites within the SBLC.

Working with the United States Geological Survey, and scientists and technical personnel from the University of California, Santa Barbara and San Diego, BEACON staff will coordinate an interdisciplinary project to support BEACON's regional sediment management program, providing essential up-to-date science on sediment transport and fate and ecological impacts, focused on developing performance criteria and best practices. BEACON will receive funds from CA OPC and then contract with its partners through a series of sub-awards. Staff is recommending the Board approve the execution of the grant agreement with OPC and the various sub-award agreements.

**ITEM 5E - Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**ATTACHMENT 1**

**Agreement with California Ocean Protection Council (CA OPC) to  
provide Grant Funds Supporting BEACON's Regional Coastal Resilience  
Sediment Pilot Program**

## GRANT AGREEMENT

### State of California - The California Natural Resources Agency/Ocean Protection Council

**Grantee Name:** Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)

**Project Title:** BEACON Regional Coastal Resilience Sediment Pilot Project

**Agreement Number:** Agreement No. C0875011

**Authority:** Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Public Resources Code section 80000, implementing Public Resources 35500 *et seq.*, and 35650.

**Program:** California Ocean Protection Council

## PROJECT DESCRIPTION

**Project Summary:**

The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is a Joint Powers Authority (JPA), consisting of Santa Barbara and Ventura counties, and the six coastal cities of Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme. The BEACON landscape encompasses the Santa Barbara Littoral Cell (SBLC) and covers 144 miles of the California Coastline. This project will develop an innovative regional coastal resilience sediment management pilot program focused on sea-level rise (SLR) adaptation and coastal resiliency. This pilot regional sediment management program will focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the SBLC. This program is designed to capitalize on opportunities to obtain beach-quality material from the watershed as surplus material from upland sources (opportunistic material). This project phase involves capacity building, planning and scientific assessment, project site assessment, and preliminary project design. This project phase will complete necessary data collection to develop sediment deposition protocols using the best available science, and will complete the design of one or more pilot sediment deposition projects at selected beaches and nearshore sites within the SBLC.

Currently, the state does not have sufficient information about the impacts of sediment management to sandy beaches in the BEACON coastal region and other regions of California to inform managers and refine permit conditions. To date, biological impact assessment efforts have been limited and do not provide the scientific information that is required to effectively evaluate the impacts of sediment management for the complex and diverse mosaic of marine ecosystems and habitats that are characteristic of the Santa Barbara and Ventura coastline and the California coastline. In the BEACON coastal region, like many other areas of the California coast, critical baseline information and synthesis of existing science contain significant gaps and need to be augmented. Additional analysis, synthesis and framework development is required to better understand all of the important cross-ecosystem and habitat

linkages that exist among species, habitats, processes, and the implication of these linkages for predicting and addressing the ecological impacts of sediment management activities. A synthesis leading to a conceptual framework is required to effectively evaluate the impacts of sediment management for the complex and diverse mosaic of marine ecosystems and habitats that are characteristic of the California coastline.

### **Scope of Work**

A Scope of Work, Project Schedule and Project Budget (“Work Program”) are described in Exhibit A and attached to this Grant Agreement and incorporated by reference. Grantee will fully perform all work necessary to complete the Project, as identified in the Work Program. A Work Plan describing the project at a more detailed scale may be developed by the Grantee and Project Manager as necessary to ensure proper completion of grant deliverables.

### **Project Budget Details**

The Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee may propose adjustments to the Project Budget, as described in section C. 4., below, if the total amount of the grant remains the same. If the proposed adjustments are approved by the State, they will be self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

## **TERMS AND CONDITIONS OF GRANT**

### **Special Provisions**

1. Recipients of Grant Funds shall include acknowledgement of grant funding in all materials produced with grant funds. The California Natural Resources Agency and California Ocean Protection Council (“OPC”) shall have the right to republish any material generated by this grant.
2. Recipients of Grant Funds shall ensure that materials produced for online posting and distribution are accessible for people with disabilities, including, but not limited to, blindness and low vision, and deafness and hearing loss, in compliance with Web Content Accessibility Guidelines 2.0 Level AA, or a subsequent version, and section 508 of the Rehabilitation Act.

### **General Provisions**

#### **A. Definitions**

1. The term “Act” means Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term “Agreement” means this Grant Agreement.



3. The term "Application" means the individual application form, its required attachments for grants pursuant to enabling legislation and/or program and any applicable materials supplied to by the application to the OPC or California Natural Resources Agency prior to award.
4. The term "Authorization" means the OPC adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
5. The term "Benchmark" means specific tasks or project deliverables identified in the project Work Plan as approved by the state.
6. The term "Completion Date" means the date by which all activity for the project must be concluded. Work performed after this date cannot be reimbursed.
7. The term "Executive Director" means the Executive Director of OPC, who is also the California Natural Resources Agency's Deputy Secretary for Ocean and Coastal Policy.
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
12. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
13. The term "Project Budget" means the State approved cost estimate submitted to the Executive Director of OPC ("Executive Director") as part of the Work Program. The Project Budget shall describe all labor and materials costs of completing each component of the Project. The Project Budget may contain either itemized amounts, or ranges permissible for each item or task described in Project Scope and Work Plan. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable. For each project component, the Project Budget shall list all intended funding sources including the State's grant and all other sources of monies, materials or labor.
14. The term "Project Manager" means the representative of the State given authorization by the Executive Director to administer and provide oversight of the Grant.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "Request for Disbursement Form" means the form that will be submitted requesting payment.
17. The term "State" means the California Natural Resources Agency, the OPC or their representatives, or other political subdivision of the State, and includes their officers, agents and employees.
18. The term "Termination Date" means the date by which all invoices and other reporting requirements must be complete.
19. The term "Work Plan" means the description of tasks and related work to be accomplished by the Project.
20. The term "Work Program" means the State approved Work Plan, Project Schedule and Project Budget, as described in Exhibit A.

## B. Project Execution

1. Pursuant to the OPC Proposition 68 Grant Guidelines, the Grantee shall comply with all applicable project execution procedures.
2. Subject to the availability of funds, the State hereby grants to the Grantee the sum \$440,000 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Grantee shall complete the Project before the Completion Date as set forth on the signature page, unless an extension has been granted by the State, and under the Terms and Conditions of this Agreement. Grantee shall complete invoicing and reporting requirements by the Termination Date as set forth on the signature page, unless an extension has been granted by the State and under the Terms and Conditions of this Agreement.

In the event of circumstances beyond the control of the Grantee, extensions may be requested in advance and will be considered by the OPC, at its sole discretion.

5. Grantee certifies that the Work Program does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, environmental laws, including, but not limited to, California Environmental Quality Act, health and safety codes, and disabled access laws.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Work Program per Exhibit A and/or the Application. Changes in the Work Program must continue to meet the need cited in Exhibit B or they will not be approved. Any modification or alteration in the Work Program on file with the State must be submitted to the State for approval.
7. Grantee shall provide status reports of the work at the request of the State.

## C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as outlined in OPC General Conditions and Budget Guidelines for Grantees, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Up to Ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project and receipt by the State of a detailed summary of Project costs from the Grantee found to be satisfactory by the State and a copy of the final products generated with Grant Funds.
  - b. If all or any part of the project to be funded under this agreement will be performed by third parties under contract with the Grantee, then the Grantee should, prior to executing an agreement for services, seek the approval of the Executive Director or designee on the selection of the third party. The Grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.
2. Payment Documentation:
  - a. All payment requests must be submitted using a completed Request for Disbursement Form. The Grantee shall include in the form its name and address, the number of this agreement, the date of

the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The expenses shall be organized by task number from the work plan. The form shall also indicate, per task number from the Work Plan, cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. An authorized representative of the Grantee shall sign the form.

- b. In connection with submission of each form, the Grantee shall also submit, unless the Executive Director makes a specific exemption, the following:
    - (1) An itemized ledger, in a form approved by an authorized representative, detailing all direct expenditures incurred by the Grantee and any subgrantee.
    - (2) Receipts, travel expense vouchers and claim forms for travel expenses incurred by the Grantee and any subgrantee. The State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.
    - (3) Receipts or any other source documents for direct expenditures for any purchase of equipment or materials by the Grantee and any subgrantee.
    - (4) A supporting progress report from the Grantee summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program (e.g. budget, timeline, tasks).
  - c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
  - d. The Grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, may relieve the State of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
  - e. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Grantee shall submit a payment request no more frequently than monthly but no less frequently than quarterly (assuming activity occurred within that quarter). Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur before the Completion Date as indicated on the signature page of this Agreement.

4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment.

However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by OPC staff, the new budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.

#### **D. Project Administration**

1. Grantee shall promptly provide Project reports with payment requests and upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final Request for Disbursement and required closing documents.
2. Grantee shall submit all documentation for Project completion, as applicable, and final reimbursement by the Termination Date.
3. Final payment is contingent upon State verification that Project is consistent with Project Work Program as described in Exhibit A, together with any State approved amendments.
4. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must state the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
5. Grantee must report to the State in the Project Budget all sources of other funds for the Project.

#### **E. Project Termination**

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also immediately terminate this Grant for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which effects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Completion Date, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the Termination Date, the Grantee shall be liable for

immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

#### **F. Hold Harmless**

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement.
2. Grantee shall reimburse the State for legal costs, including judgments, incurred in defending any claims brought by third-parties arising out of Grantee's work on the Project, including CEQA challenges.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

#### **G. Audit Requirements and Financial Records**

1. OPC projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Grantee shall maintain satisfactory financial accounts, documents and records consistent with the policies outlined in Appendix E of the OPC Proposition 68 Grant Guidelines and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit on site. OPC shall maintain all grant records for 35 years at the State Records Center and in perpetuity if funds are granted for acquisition of real property, in accordance with all applicable protocols as updated and required by the State Treasurer's Office.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection

by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable generally accepted accounting principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

#### **H. Subcontractors**

1. The State's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in Exhibit A and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.
2. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the OPC's obligation to make payments to Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

#### **I. No Third-Party Beneficiaries**

1. This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

#### **J. Work Products**

1. The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the Grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the

Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.

4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

#### **K. Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed products shall be available to members of the public generally.

#### **L. OPC General Conditions and Budget Guidelines and Funding Request Incorporation**

1. With the exception of adjustments as discussed above, the OPC General Conditions and Budget Guidelines for Grantees, and any subsequent changes or additions to the Work Plan approved by the State are hereby incorporated by reference in to this Agreement as though set forth in full in this Agreement.

#### **M. Severability**

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### **N. Waiver**

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

#### **O. Assignment**

1. Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

## **P. Disputes**

1. If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:
  - a. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to the Executive Director.
  - b. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and the response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director shall be final.

## **Q. Executive Director's Designee**

1. The Executive Director shall designate an OPC Project Manager who shall have authority to act on behalf of the Executive Director with respect to this agreement. The Executive Director shall notify the Grantee of the designation in writing.

## **R. Insurance**

1. Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.
2. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
3. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement. Grantee must maintain coverage limits no less than:
  - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury (Including and property damage. If Commercial General Liability



operations, products and completed operations, as applicable) Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

c. Watercraft Liability If the Grantee, subgrantee or contractor uses watercraft in the performance of the agreement, then:

- \$1,000,000 combined single limit per accident (watercraft liability). Such insurance must cover liability arising out of a watercraft accident including owned hired, and non-owned watercraft.
- Worker’s compensation policy must provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees

4. Coverage shall be at least as broad as:

- a. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best’s rating of “B+:VII” or better. If such insurer is not reasonably available, Grantee may utilize an alternative insurer only requested in advance and approved by the OPC, at its sole discretion.

6. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

7. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the OPC electronically within thirty (30) days of signing this Grant Agreement.

8. Grantee shall notify OPC in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.

9. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

## Exhibit A

### State of California Natural Resources Agency Ocean Protection Council (OPC)

**Grantee Name:** Beach Erosion Authority for Clean Oceans and Nourishment  
(BEACON)

**Project Title:** BEACON Regional Coastal Resilience Sediment Pilot Program

**Agreement Number** C0875011

**Term of Agreement:** Upon Approval through June 30, 2023

#### Project Summary:

The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is a Joint Powers Authority (JPA), consisting of Santa Barbara and Ventura counties, and the six coastal cities of Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme. The BEACON landscape encompasses the Santa Barbara Littoral Cell (SBLC) and covers 144 miles of the California Coastline. This project will develop an innovative regional coastal resilience sediment management pilot program focused on sea-level rise (SLR) adaptation and coastal resiliency. This pilot regional sediment management program will focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the SBLC. This program is designed to capitalize on opportunities to obtain beach-quality material from the watershed as surplus material from upland sources (opportunistic material). This project phase involves capacity building, planning and scientific assessment, project site assessment, and preliminary project design. This project phase will complete necessary data collection to develop sediment deposition protocols using the best available science, and will complete the design of one or more pilot sediment deposition projects at selected beaches and nearshore sites within the SBLC.

Currently, the state does not have sufficient information about the impacts of sediment management to sandy beaches in the BEACON coastal region and other regions of California to inform managers and refine permit conditions. To date, biological impact assessment efforts have been limited and do not provide the scientific information that is required to effectively evaluate the impacts of sediment management for the complex and diverse mosaic of marine ecosystems and habitats that are characteristic of the Santa Barbara and Ventura coastline and the California coastline. In the BEACON coastal region, like many other areas of the California coast, critical baseline information and synthesis of existing science contain significant gaps and need to be augmented. Additional analysis, synthesis and framework development is required to better understand all of the important cross-ecosystem and habitat linkages that exist among species, habitats, processes, and the implication of these linkages for predicting and addressing the ecological impacts of sediment management activities. A synthesis leading to a conceptual framework is required to effectively evaluate the impacts of sediment management for the complex and diverse mosaic of marine ecosystems and habitats that are characteristic of the California coastline.

#### Objectives:

The objectives of the project are the following:

- 1) Conduct research on sediments and ecological shoreline conditions within the SBLC;

- 2) Provide technical criteria and protocols for analyzing and designing beach nourishment and enhancement pilot projects focused on natural infrastructure;
- 3) Provide important transferable scientific and technical knowledge that may be used by other coastal sediment resilience projects and programs in California, focused on the beneficial use of coastal sediments for natural infrastructure and; and
- 4) Build capacity for regional SLR adaptation among BEACON member agencies, interested stakeholders, agency personnel and technical and scientific professionals.

The project supports several goals outlined in the OPC's Strategic Plan, and will more specifically demonstrate quantitative progress to implementing Strategic Plan Target 3.1.6, which is to increase opportunities for the beneficial reuse of sediment. The project supports the specific Actions identified in Target 3.1.6:

- Create a permanent Beneficial Reuse Program to overcome obstacles to sediment beneficial reuse, including requirements to pursue the lowest cost disposal alternatives and to develop funding mechanisms for coastal habitat restoration projects (e.g., beaches, wetlands) that incorporate the environmentally beneficial reuse of sand and other sediment.
- Support the federal-state Coastal Sediment Management Workgroup efforts to implement the California Sediment Master Plan and regional approaches to coastal sediment management, including regional sediment coordination committees.
- Work with local, state, and federal agencies to develop guidelines to ensure that beach replenishment be considered and utilized as part of sediment removal efforts for debris basins and dams, as appropriate.
- The project would address multiple regulatory barriers to beach nourishment, develop criteria and performance standards for environmentally beneficial beach nourishment, target beaches where beach nourishment supports complementary goals of installing natural infrastructure and implementing long-term managed retreat, and development advanced multi-year planning approvals for beach nourishment to take advantage of opportunistic real-time sediment availability.

The project also supports Goal 3: Enhance Coastal and Marine Biodiversity, Objective 3.1 Protect and Restore Coastal and Marine Ecosystems, and Target 3.1.3. Finally, the project supports Goal 1: Safeguard Coastal and Marine Ecosystems and Communities in the Face of Climate Change; Objective 1.1 Build Resiliency to Sea-Level Rise, Coastal Storms, Erosion, and Flooding; Targets 1.1.1, 1.1.4; and Objective 1.3 Improve Understanding of Climate Impacts on California's Coast and Ocean, Target 1.3.1.

## Project Tasks and Deliverables:

### **Task 1: Project Management**

BEACON will manage all aspects of project management, including managing team coordination, scheduling of project tasks, and completion of all project deliverables

#### **Deliverables:**

- Quarterly invoicing and progress reports to OPC;
- Managing subcontractor contracts and reimbursing BEACON subcontractors; and
- Maintaining project and accounting records.

### **Task 2: Development of Engagement Process and Preparation of Technical Materials**

Project engagement will be continuous throughout the project. BEACON and subcontractor California Sea Grant (CASG) will collaborate in producing engagement and technical materials that will be used in

various project venues including: project workshops, stakeholder outreach, coordination and consultation with agency personnel (both management and regulatory), and in consultation with (and/or in peer review by) knowledgeable technical and scientific personnel.

**Deliverables:**

- Development of engagement framework, modules, and technical materials; and
- Outreach to agency personnel and interested stakeholders.

**Task 3: Science and Design Workshops**

CASG and BEACON, with assistance from the Tijuana River National Estuarine Research Reserve (TRNERR) Coastal Training Program, will be responsible for developing and managing a series of linked science and design workshops. The workshops will provide opportunities for the project team to present and discuss science needs and gaps with interested stakeholders and agency representatives. The workshops will present the latest science and the results of the project research. In addition, the workshops will provide an opportunity to review pilot project design.

**Deliverables:**

- Development of workshop agendas and content;
- Recruitment of workshop participants; and
- Organization and management of project workshops.

**Task 4: Sediment Characterization**

BEACON and Santa Barbara County Flood Control Agency will coordinate on the development and implementation of a sediment sampling and analysis program (SAP) for inland sources of sediment from a range of flood control debris basins.

**Deliverables:**

- Development of sampling and analysis program;
- Completion of sediment sampling and analysis; and
- Report on sediment sampling and analysis.

**Task 5: Sediment Transport & Fate Analysis; Modeling**

Subcontractor United States Geological Survey (USGS) will undertake an analysis of the transport and fate of a range of sediment types focused on fine sediments and develop and operate a model for selected sites within the SBLC.

**Deliverables:**

- Development and completion of Sediment Transport and Fate Analysis of Fine Sediments at select locations within the SBLC;
- Development and completion of numerical modeling of sediment pathways for fine sediments; and
- Report on results of numerical modeling.

**Task 6: Regional Beach SLR Characterization**

Utilizing the results of the SLR Vulnerability Analyses completed by BEACON member agencies for regional beaches within the Santa Barbara Littoral Cell, BEACON and the BEACON subcontractors will complete a review of regional beach sites to assess SLR vulnerability in light of most recent estimates of SLR by 2050.

**Deliverable:**

- Updated review of selected pilot regional beach SLR vulnerability to SLR of 3.5 ft by 2050.

### **Task 7: Pilot Beach Typology Analysis**

A BEACON subcontractor, working closely with BEACON, will prepare a review of regional pilot beach sites will be undertaken to develop a specific typology of beach environments (most favorable to sediment deposition) as part of multi-benefit coastal restoration projects.

#### **Deliverable:**

- Pilot project site(s) suitability analysis for multi-benefit sediment deposition, including analysis of method, volume, rate, timing, and extent of deposition.

### **Task 8: Pilot Site Ecological Framework Development**

Subcontractor University of California, Santa Barbara (UCSB) will develop a biological and ecological Framework Assessment of sandy beaches for use at pilot sites.

#### **Deliverables:**

- Development of ecological assessment framework and framework criteria;
- Analysis of ecological impacts from sediment management on sandy beach ecosystems; and
- Recommendations for best practices and ecological monitoring for receiver sandy beaches and nearshore marine environments.

### **Task 9: Placement Protocols; Criteria**

BEACON will coordinate the development of placement protocols and performance criteria for sediment placement within shoreline beach and nearshore environments.

#### **Deliverables:**

- Development of placement protocols and performance criteria for sediment placement at pilot sandy beach sites; and
- Placement Protocols and Criteria Report.

### **Task 10: Site Designs**

BEACON will coordinate the development of preliminary pilot project design for sediment placement with shoreline beach and nearshore marine environments.

#### **Deliverables:**

- Development of preliminary pilot project design sediment deposition plans
- Pilot project design report

### **Task 11: Project Report**

BEACON will prepare a final project report detailing the results of research and planning.

#### **Deliverables:**

- Final project report detailing range of analyses and results.

Project Timeline:

Task	2021				2022				2023			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Project Management			■	■	■	■	■	■	■	■		
2. Engagement Program & Materials			■	■	■	■	■	■	■	■		
3. Science/Project Design Workshops			■		■		■		■			
4. Sediment Characterization					■	■	■					
5. Sediment Transport & Fate Analysis			■	■	■	■						
6. Regional Beach SLR Characterization				■	■	■	■					
7. Beach Typology Analysis					■	■	■					
8. Beach Ecological Assessment Framework					■	■	■	■				
9. Placement Protocols; Criteria							■	■	■			
10. Pilot Project(s) Preliminary Designs							■	■	■			
11. Project Report										■		

Budget:

Budget Line Item	Personnel	Subcontractors	Total
<b>Task 1:</b> Project Management	52,800		52,800
<b>Task 2:</b> Engagement & Outreach	10,000	30,000	40,000
<b>Task 3:</b> Science & Design Workshops	12,000	20,000	32,000
<b>Task 4:</b> Sediment Characterization			
<b>Task 5:</b> Sediment Transport & Fate Analysis		100,000	100,000
<b>Task 6:</b> Regional Beach SLR Characterization		50,000	50,000
<b>Task 7:</b> Pilot Beach Typology Analysis		25,000	25,000
<b>Task 8:</b> Pilot Site Ecological Framework Development		75,000	75,000
<b>Task 9:</b> Placement Protocols & Criteria	25,000		25,000
<b>Task 10:</b> Site Designs	25,000		25,000
<b>Task 11:</b> Final Project Report	16,000		16,000
<b>Total</b>	<b>140,800</b>	<b>300,000</b>	<b>440,800</b>

Personnel Breakdown:

Title	Hourly Rate	Estimated Hours	Total
<b>Senior Executive-Senior Project Manager</b>	\$125.00	422	52,800
<b>Senior Project-Coastal Planner</b>	\$125.00	176	22,000
<b>Senior Coastal Manager</b>	\$125.00	528	66,000

Agreement Contacts:

**Grantee:** BEACON  
**Contact Name:** Marc Beyeler  
**Contact Number:** 510-316-6095  
**Contact Address:** 105 E. Anapamu Street, Suite 201  
Santa Barbara, CA, 93101  
**Contact Email:** Beyeler@Beacon.ca.gov

**California Natural Resources** Ocean Protection Council  
**Contact Name:**  
**Contact Number:**  
**Contact Address:** 1416 Ninth Street, Ste. 1311  
Sacramento, CA 95814  
**Contact Email:** @resources.ca.gov



**ITEM 5E - Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**ATTACHMENT 2**

**Resolution 2021-1, as required by the Ocean Protection Council, to receive funds under Proposition 68 by allowing the Executive Director to conduct all negotiations, execute, and submit all documents**



**ITEM 5E - Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**ATTACHMENT 3**

**Resolution 2021-2 setting forth adequate safeguards limiting the Executive Director's authority under Resolution 2021-1 to secure funds under Proposition 68 from the Ocean Protection Council**

RESOLUTION OF THE BEACH EROSION AUTHORITY  
FOR CLEAN OCEANS AND NOURISHMENT  
(BEACON)

APPROVE ADEQUATE SAFEGAURDS TO THE AUTHORIZATION OF THE EXECUTIVE DIRECTOR UNDER RESOLUTION 2021-1 REQUIRED BY THE OCEAN PROTECTION COUNCIL TO SECURE FUNDING FOR BEACON'S REGIONAL COASTAL RESILIENCE SEDIMENT PILOT PROGRAM FUNDED BY PROPOSITION 68.

RESOLUTION NO. 2021-2

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WHEREAS, the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is established under a joint powers agreement (JPA) executed by each of the incorporated cities and the counties;

WHEREAS, BEACON is responsible to coordinate beach erosion control and beach nourishment among its member agencies, and to promote coastal resources restoration and coastal water quality;

WHEREAS, the BEACON landscape encompasses the Santa Barbara Littoral Cell and covers 144 miles of the California Coastline;

WHEREAS, BEACON is implementing a Regional Coastal Resilience Sediment Pilot program ("Pilot Program") to develop an innovative regional coastal resilience sediment management focused on sea-level rise adaptation and coastal resiliency;

WHEREAS, this Pilot Program will focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the SBLC and is designed to capitalize on opportunities to obtain beach-quality material from the watershed as surplus material from upland sources (opportunistic material).

WHEREAS pursuant to Section 6502 of the Government Code, BEACON may jointly exercise any power common to its member agencies;

WHEREAS BEACON is authorized to adopt rules as may be required for the orderly operation of the organization (JPA § 5.f; Bylaws, § 2.F);

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the Proposition 68 grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Board to adopt a template resolution prior to execution of the grant agreement (referred to as "Resolution 2021-1");

WHEREAS, the BEACON Board of Directors desires to maintain adequate safeguards by limiting the delegation of authority described in Resolution 2021-1 to the duration of May 21,

2021 through December 21, 2023, and by requiring the review and approval of legal counsel prior to execution of the grant agreement or other documents required to be executed by the State of California to secure funding for the Pilot Program.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that to maintain adequate safeguards the BEACON Board of Directors limits the delegation of authority described in Resolution 2021-1 to the duration of May 21, 2021 through December 21, 2023, and requires the review and approval of legal counsel prior to execution of the grant agreement or other documents required to be executed by the State of California to secure funding for the Pilot Program.

PASSED AND ADOPTED this 21st day of May 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Gregg Hart, Chair  
Beach Erosion Authority for Clean Oceans and Nourishment  
BEACON

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

ATTEST:

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Marc Beyeler, Executive Director

APPROVED AS TO FORM:  
County Counsel

---

Deputy County Counsel

**ITEM 5E - Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**ATTACHMENT 4**

**Agreement with University of California, San Diego, to provide Project Support to BEACON for Community Engagement and Technical Workshops**

# RESEARCH AGREEMENT

Between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
UNIVERSITY OF CALIFORNIA, SAN DIEGO**

And

**THE BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT**

This Research Agreement (Agreement) is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its San Diego Campus(University), and, the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), having a principal place of business at 105 E. Anapamu St., Suite 201 Santa Barbara, CA 93101.

The parties agree as follows:

1. Statement of Work

University, through its Principal Investigator(s), shall use reasonable efforts to perform the research activities set forth in the Statement of Work attached as Exhibit A, which is incorporated in full by reference. “Reasonable efforts” shall mean efforts that a reasonable person in the position of the Principal Investigator would use, consistent with standard practices in the Principal Investigator’s field of academic research. Sponsor acknowledges and agrees that University cannot guarantee the results of any of its research activities, and that minor deviations from the Statement of Work may occur to further the scientific goals of the Statement of Work.

2. Reporting:

Deliverables under this agreement are described in and will be submitted to Sponsor in accordance with Exhibit A hereof, which is hereby incorporated in full by reference.

3. Performance Period and Term of the Agreement

The Period of Performance and the Term of this Agreement shall be from July 1, 2021 through June 30, 2023. The terms of this Agreement may be extended at no additional cost to Sponsor by amendment to this Agreement or through written approval from Sponsor’s Authorized Representative.

4. Cost to Sponsor

The cost to Sponsor for University’s performance hereunder shall not exceed \$40,398.00. This Agreement shall be performed on a “cost reimbursement” basis, meaning that reasonable and allowable costs incurred by University in the performance of the Statement of Work will be reimbursed to University in accordance with the terms of this Agreement. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

Funds provided by Sponsor which are not used in a particular budget period may be used in subsequent budget periods. Additionally, the Principal Investigator may transfer funds within the budget as needed without Sponsor's approval, as long as such transfers do not effect a change in the research described in the Statement of Work.

5. Payment

University shall submit invoices to Sponsor for reimbursement at least quarterly, but not more often than monthly. Invoices shall be submitted in University's standard invoicing template and shall be sent to Marc Beyeler at beyeler@beacon.ca.gov.

Checks shall be made payable to The Regents of the University of California and shall be sent to:

Insert UCSD Address

6. Principal Investigator

University's performance hereunder will be under the direction of Shauna Oh who will serve as principal investigator (Principal Investigator). In the event that Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate principal investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 12. The Sponsor understands and agrees that Principal Investigator is the scientific contact for University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to the point of contact listed in Article 11 below and must comply with the notice requirements of this Agreement.

7. Rights in Data.

University will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by University under this Agreement or received in the performance of this Agreement. Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder. It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested, endorsed or approved any product, service or company. Sponsor understands and agrees that such data is provided "as is" and thus, Sponsor uses such data at its own risk. University extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

8. Copyright

Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by University in the performance of this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

9. Publication



University shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. If requested, University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (Review Period). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor's Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

#### 10. Applicable Law

This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.

#### 11. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below, at following address:

University:                   **[SPO Officer]**

Phone:

Email:

Sponsor:

Name: Marc Beyeler, Executive Director

Address: 105 E. Anapamu St., Suite 201, Santa Barbara, CA 93101

Phone: 510-316-6095

Email: Beyeler@beacon.ca.gov

#### 12. Termination

Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

#### 13. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party. However, nothing in this Article is intended to restrict either party from disclosing the existence of and nature of this agreement (including the name of the other party) or from including the existence of and nature of this agreement in the routine reporting of its activities.

#### 14. 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.

This section shall survive the termination or expiration of this Agreement.

15. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

16. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

17. Amendments.

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

18. Miscellaneous.

18.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

18.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

18.3 Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

18.4 No Waiver. Any failure or delay in enforcing an obligation or exercising a right or remedy under this Agreement shall not amount to a waiver of that obligation, right or remedy, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

18.5 Entire Agreement. This Agreement and Exhibit A constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this

Agreement, if any.

18.6 Records and Audit. The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least three (3) 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 the University’s regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars (\$10,000.00), the University 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). The University shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

18.7 Remedies. No remedy herein conferred upon or reserved to either party 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.

18.8 Counterparts. This agreement may be executed in any number of counterparts in either ink or electronic signature, 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.

18.9 Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

BEACON

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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

By: \_\_\_\_\_  
Name: <NAME>  
Title: Sponsored Projects Officer  
Date:

APPROVED AS TO FORM:  
County Counsel

Deputy County Counsel

EXHIBIT A  
Statement of Work, Tasks, Deliverables, Budget, and Schedule

Working jointly the University through its California Sea Grant (CASG) staff and BEACON staff, with the assistance of Tijuana River National Estuarine Research Reserve (TRNERR) staff, will develop and coordinate engagement activities and prepare project materials, relying on the technical memos and reports developed by the various team partners. These activities will fulfill Tasks 2 and 3 of the overall Proposition 68 grant award from the Ocean Protection Council (CA OPC).

Task 2 Development of Engagement Process and Project Materials-

The University through its California Sea Grant staff together with BEACON staff, and with the assistance of TRNERR staff, will be responsible for developing materials and content for translating the information from the research, planning, and design aspects of the project for regulatory agency, stakeholder, and technical partners. Project engagement will be continuous throughout the project. Engagement and technical materials will be developed in modules to be used in various project venues including project workshops, stakeholder outreach, and coordination efforts.

The materials and modules will be related to corresponding phases of project including:

- Source Sediment Characterization
- Sediment Transport and Fate
- Regional Beach Sea Level Rise Adaptation Analysis
- Shoreline Typology
- Ecological Framework
- Placement Protocols

Task 2 Deliverables:

- Development of engagement process and activities framework, modules, and materials to be used in workshops and project outreach
- Successful coordination and implementation of outreach to key stakeholders and agency personnel

Task 2 Project Schedule:

Task 2 will begin July 1, 2021 and end no later than June 30, 2023.

Task 3 Science/Project Design Workshops-

University through its California Sea Grant staff together with BEACON staff, and with the assistance of TRNERR staff, will be responsible for developing, organizing, and implementing design workshops in close collaboration with other team members. The workshops will provide opportunities for the project team to present and discuss with regulatory agency representatives regarding scientific and technical information required to submit applications for a regional sediment management permit for beach and marine sediment deposition. The workshops will present the latest science and the results of the project research. In addition, the workshops will provide an opportunity to review pilot project design with agency representatives and interested stakeholders.

Workshop 1:

Overall review of project, tasks, and outcomes. Introduce research to regulatory agency staff and technical partners. Review relevant science and technical parameters of project.

Workshop 2:

Report on research results. Highlight state of science and any analysis completed to date.

Workshop 3:

Report on research results. Preliminary design workshop. Review pilot project preliminary designs. Present on initially identified placement protocols and criteria.

Workshop 4:

Report on the revised placement protocols and criteria. Review final project design.

Task 3 Deliverables:

- Successful development of workshop agendas, content, and any associated follow up
- Successful organization, management, and implementation of project workshops

Task 3 Project Schedule:

Task 3 will begin July 1, 2021 and end no later than June 30, 2023.

**Budget:**

- A. For University services to be rendered under this agreement the University shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$40,398.00 including of indirect costs. Total indirect costs will not exceed a total of \$9,323.00.
- B. Monthly, University shall submit to Sponsor's individual identified in Article 11 an invoice for the services performed over the period specified. Payment for services and /or reimbursement of costs shall be made upon the University's satisfactory performance, based upon the scope and methodology contained in the agreement and Work Tasks. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and charges for personnel. Progress reports will evidence work completed on specific tasks during the invoice period.
- C. 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 CA Sea Grant to correct such work or billings or seek any other legal remedy.

**ITEM 5E - Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**ATTACHMENT 5**

**Agreement with University of California Santa Barbara to provide Ecological Assessment Analysis**

# RESEARCH AGREEMENT

Between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
UNIVERSITY OF CALIFORNIA, SANTA BARBARA**

And

**Beach Erosion Authority for Clean Oceans and Nourishment**

This Research Agreement (Agreement) is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its Santa Barbara campus(University), and, BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON), having a principal place of business at 105 E. Anapamu St., Suite 201 Santa Barbara, CA 93101(Sponsor).

The parties agree as follows:

1. Statement of Work

University, through its Principal Investigator(s), shall use reasonable efforts to perform the research activities set forth in the Statement of Work attached as Exhibit A, which is incorporated in full by reference. “Reasonable efforts” shall mean efforts that a reasonable person in the position of the Principal Investigator would use, consistent with standard practices in the Principal Investigator’s field of academic research. Sponsor acknowledges and agrees that University cannot guarantee the results of any of its research activities, and that minor deviations from the Statement of Work may occur to further the scientific goals of the Statement of Work.

2. Reporting

Deliverables under this agreement are described in Exhibit A and will be submitted to Sponsor in accordance with Exhibit A hereof, which is hereby incorporated in full by reference.

3. Performance Period and Term of the Agreement

The Period of Performance and the Term of this Agreement shall be from July 1, 2021 through December 31, 2022. The terms of this Agreement may be extended at no additional cost to Sponsor by amendment to this Agreement or through written approval from Sponsor’s Authorized Representative.

4. Cost to Sponsor

The cost to Sponsor for University’s performance hereunder shall not exceed \$75,000.00 (Seventy-five thousand dollars). This Agreement shall be performed on a “cost reimbursement” basis, meaning that reasonable and allowable costs incurred by University in the performance of the Statement of Work will be reimbursed to University in accordance with the terms of this Agreement. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

Funds provided by Sponsor which are not used in a particular budget period may be used in subsequent

budget periods. Additionally, the Principal Investigator may transfer funds within the budget as needed without Sponsor's approval, as long as such transfers do not effect a change in the research described in the Statement of Work.

5. Payment

University shall submit invoices to Sponsor for reimbursement at least quarterly, but not more often than monthly. Invoices shall be submitted in University's standard invoicing template and shall be sent to Marc Beyeler at beyeler@beacon.ca.gov.

Checks shall be made payable to The Regents of the University of California and shall be sent to:

Cashier's Office  
SAASB Building, Room 1212  
Santa Barbara, California 93106-2003  
Reference: Dugan, 20211509

6. Principal Investigator

University's performance hereunder will be under the direction of Jennifer Dugan, who will serve as principal investigator (Principal Investigator). In the event that Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate principal investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 13. The Sponsor understands and agrees that Principal Investigator is the scientific contact for University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to the point of contact listed in Article 12 below and must comply with the notice requirements of this Agreement.

7. Rights in Data.

University will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by University under this Agreement or received in the performance of this Agreement except as set forth in Article 11 (Confidentiality). Except as set forth in Article 9 (Copyright), Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder. It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested, endorsed or approved any product, service or company. Sponsor understands and agrees that such data is provided "as is" and thus, Sponsor uses such data at its own risk. University extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

8. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University.

9. Copyright

Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by University in the performance of this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.



10. Publication

University shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. If requested, University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (Review Period). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor's Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

11. Applicable Law

This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.

12. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below, at following address:

University:                   **Jenny Chavira**  
Office of Research, 3227 Cheadle Hall  
University of California  
Santa Barbara, CA 93106-2050  
Phone: 805-893-4034  
Email: chavira@research.ucsb.edu

Sponsor:                   Name: Marc Beyeler  
Address: 105 E. Anapamu St., Suite 201, Santa Barbara, CA 93101  
Phone: 510-316-6095  
Email: Beyeler@beacon.ca.gov

13. Termination

Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

14. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party. However, nothing in this Article is intended to restrict either party from disclosing the existence of and nature of this agreement (including the name of the other party) or from including the existence of and nature of this agreement in the routine reporting of its activities.

15. Indemnification

Sponsor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and

against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees.

University shall defend, indemnify, and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

This section shall survive the termination or expiration of this Agreement.

#### 16. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

#### 17. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

#### 18. Amendments.

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

#### 19. Miscellaneous.

19.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

19.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

19.3 Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

19.4 No Waiver. Any failure or delay in enforcing an obligation or exercising a right or remedy under this Agreement shall not amount to a waiver of that obligation, right or remedy, unless the terms of this

Agreement sets forth a specific time limit for the exercise thereof.

19.5 Entire Agreement. This Agreement and Exhibit A constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

19.6 Records and Audit. The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least three (3) 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 University’s regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars (\$10,000.00), the University 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). The University shall participate in any State audits and reviews at no charge to BEACON.

19.7 Remedies. No remedy herein conferred upon or reserved to either party 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.

19.8 Counterparts. This agreement may be executed in any number of counterparts in either ink or electronic signature, 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.

19.9 Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

BEACH EROSION AUTHORITY FOR  
CLEAN OCEANS AND NOURISHMENT

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

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

By: \_\_\_\_\_  
Name: Jenny Chavira  
Title: Sponsored Projects Officer  
Date:

APPROVED AS TO FORM:  
County Counsel

Deputy County Counsel

## EXHIBIT A Statement of Work

### Developing an Ecological Assessment Framework for Sandy Beach Ecosystems

A conceptual framework that can be used for assessing biological and ecological impacts of sediment management activities to open coast beaches in the Santa Barbara Littoral Cell (SBLC) will be developed. Elements of this framework will be suitable for use in other coastal regions of California. The conceptual framework will use a synthesis of the best available scientific evidence of the ecological impacts of sediment management activities to sandy beaches and of best practices to reduce those impacts. The objective is to provide a framework that will assist managers and regulators in making project decisions about tradeoffs with respect to specific project goals and ecological impacts. The framework will be based on recent findings from both the academic and grey scientific literature on the ecological impacts of sediment management activities on sandy beaches, with an added focus on the current state of knowledge for best management practices. This study will also provide a road map for monitoring a suite of ecological indicators for impacts to sandy beach ecosystems. This framework and recommendations will fill a pressing need for improved integration, critical analysis, interpretation, and synthesis of the recent scientific literature that can be applied to monitor and reduce ecological impacts, and develop best practices for sediment management activities in the region and state.

### Tasks and Deliverables

#### Tasks

- -Development of Ecological Assessment Framework for sandy beach ecosystems
- -Development of assessment criteria and measurements for beach ecosystems
- -Synthesis of new and recent literature on Biological and Ecological Impacts to sandy beach ecosystems from Sediment Management Activities with added focus on recommendations for best practices.
- -Gap analysis of existing scientific information on ecological impacts and best practices to reduce impacts from sediment management activities for sandy beach ecosystems
- -Recommendations for ecological monitoring and study design to fill gaps in science concerning impacts and best practices identified above
- -Identification of Ecological Framework Components and Development of Conceptual Framework Model relevant to sediment management activities on sandy beach ecosystems

#### Deliverables:

- Development of ecological assessment framework and framework criteria for sandy beach ecosystems;
- Synthesis of ecological impacts to sandy beach ecosystems from sediment management activities;
- Recommendations for best practices and ecological monitoring activities for sandy beaches that will be affected by sediment management activities.

## **EXHIBIT B**

### Payment Schedule

Payment and /or reimbursement of costs shall be based upon the scope and methodology contained in the agreement and Work Tasks. Payment and/or reimbursement of costs shall be based upon the costs, expenses, and overhead charges incurred by the University.

BEACON shall reimburse the University for expenses related to the performance of the work described in this Agreement. The budget for the above Work Tasks shall be up to \$75,000 (seventy-five thousand dollars) billed monthly on cost reimbursement basis. Progress reports will evidence work completed on specific tasks during the invoice period. Administrative overhead costs will be limited to a percentage not to exceed thirty (30) percent of University's modified total direct costs.

Any necessary travel costs will be reimbursed at actual cost.

**ITEM 5E - Approve OPC Grant Agreement, Resolutions, and Sub-awards**

**ATTACHMENT 6**

**Agreement with United States Geological Survey (USGS) to provide Sediment  
Transport and Fate Analysis and Modeling**

## COLLABORATIVE AGREEMENT

This Collaborative Agreement (“Agreement”) is entered into by and between the U.S. Geological Survey (USGS), a bureau of the Department of the Interior, through the offices of its **Pacific Coastal and Marine Science Center, Santa Cruz, California**, hereinafter referred to as the “USGS” and **Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), located in Ventura and Santa Barbara California**, hereinafter referred to as “Collaborator.” USGS and Collaborator are sometimes herein referred to as a “Party” and collectively as the “Parties.” Any inconsistency between the standard terms of Articles 1 through 16 of this Agreement and any attachments to this Agreement shall be resolved by giving precedence to Articles 1 through 16.

Whereas, the USGS is authorized to perform collaborative work and prosecute projects in cooperation with other agencies, Federal, State or private, pursuant to 43 USC §36c; and

Whereas, the USGS is authorized to receive payments in arrears from any State, Territory, Tribe, possession, or political subdivision by 43 USC §50b, and;

Whereas, Collaborator has responsibilities for regional sediment management and regional-level climate and Sea-Level Rise adaptation planning and coordination and has need of USGS expertise in understanding sediment transport and fate in the Santa Barbara Littoral Cell; and

Whereas, the Project entitled BEACON Regional Sediment Management Sea Level Rise (SLR) Adaptation Pilot Project is to implement planning for regional sediment management focused on SLR adaptation, and coastal habitat restoration, including beach enhancement and due restoration for the Santa Barbara Littoral Cell and is intended by the Parties to be mutually beneficial and to benefit the people of the United States; and

Whereas, funding for this agreement is provided through a grant Collaborator received from the California Ocean Protection Council (“OPC”) under the authority of Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Public Resources Code section 80000, implementing Public Resources 35500 et seq., and 35650.

Now, therefore, the Parties hereto agree as follows:

1. **Statement of Work.** See the attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.
2. **Principal Investigator.** The USGS principal investigator (PI) for this Project is **Dr. Jonathan A. Warrick, 831-566-7206, [jwarrick@usgs.gov](mailto:jwarrick@usgs.gov), USGS Pacific Coastal and Marine Science Center, 2885 Mission St., Santa Cruz, CA 95060.** The PI for the Collaborator is **Marc Beyeler, 510-316-6095, [beyeler@beacon.ca.gov](mailto:beyeler@beacon.ca.gov), 26416 Mulholland Highway, Calabasas, CA 91302.** In the event that a PI is unable to continue in this Project, the sponsoring agency will make every effort to provide a replacement acceptable to the other Party. (

3. **Title to Equipment.** There will be no joint property purchased as a result of the collaborative effort outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the SOW.

4. **Term.** The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the later date of (1) **June 30, 2021** or (2) the date of the last signature by the Parties. The expiration date of this Agreement shall be **June 30, 2023**.

5. **Funding/Resource Share.**

(a) The Collaborator will provide an estimated **\$100,000** in funds-in to the Project. The Collaborator is providing in-kind services and or resources with an estimated value of: **\$24,000**.

(b) If the Collaborator is a non-governmental organization, the USGS requires an advance of **Not Applicable**.

(c) If the Collaborator is a government organization such as a State, Territory, Tribe, possession or political subdivision thereof, the following shall apply: The USGS will submit invoices on a **quarterly** basis. Invoices not paid within **60 days from date of bill**, will bear Interest, and other fees required by Federal law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services and or resources with an estimated value of: **\$24,000** to the Project. These contributions will consist of the value of salary and benefits of the USGS PI.

6. **Amendments/Termination.** This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on thirty (30) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.

7. **Scientific Information/Data.**

Each Party is free to publish the information and data developed in the performance of the statement of work (SOW) and data management plan (DMP). Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the other Party will be provided thirty (30) days for review of the proposed release or disclosure, prior to submission for publication. The Parties acknowledge that scientific information and data developed using USGS funds as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter \(SMC\) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The



USGS is required to provide timely public access to the results of scientific information and data associated with federally funded research that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [SMC 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [SMC 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).

**8. (Reserved)**

9. **Notices.** Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

**USGS:**

**Collaborator:**

**Technical:**

**Technical:**

Dr. Jonathan A. Warrick  
2885 Mission St.  
Santa Cruz, CA 95060  
jwarrick@usgs.gov  
831-566-7206

Marc Beyeler  
26416 Mulholland Highway  
Calabasas, CA 91302  
beyeler@beacon.ca.gov  
510-316-6095

[www.usgs.gov/staff-profiles/jonathan-warrick](http://www.usgs.gov/staff-profiles/jonathan-warrick)

**Administrative:**

**Administrative:**

Paulette Zamora  
2885 Mission St.  
Santa Cruz, CA 95060  
jwarrick@usgs.gov  
831-460-7431

Marc Beyeler  
26416 Mulholland Highway  
Calabasas, CA 91302  
beyeler@beacon.ca.gov  
510-316-6095

**Financial Contact Information for Collaborator:**

Gerald Comati  
1943 Grand Ave., Santa Barbara, CA 93103  
805 962-0488  
DUNS No. 117328818  
[ax ID No. 77-0557953  
<http://beacon.ca.gov>

10. **Independent Organization.** For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its

employees in the performance of the SOW. While in field locations, a Party's employees must adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party has authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party has authority to use the name of the other in advertising or in other forms of publicity without the written permission of the other.

#### 11. **Governing Law.**

(a) This Agreement is subject to interpretation under State and Federal law. If there is inconsistency between the laws, then Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. Responsibility of the USGS for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80. USGS warrants that it is self-insured for the purposes of Worker's Compensation.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW.

12. **Force Majeure.** Neither Party shall be held liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform must promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. **Entire Agreement.** This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. Due to the specialized nature of the collaborative work, this Agreement is non-assignable by both Parties.

14. **Disputes.** The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the **Executive Director** of the Collaborator or his/her designee for resolution.

15. **Miscellaneous Provisions.** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341 (a)(1), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess of what it has received for the collaborative work outlined in the SOW.

16. **Survivability.** The following provisions shall survive the termination of this Agreement: 7. Publications/Reports/ Data, and 14. Disputes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

**ACCEPTED AND AGREED**

**The USGS signatory certifies that:**

- **The USGS signatory is consistent with the delegations of authority to sign agreements, SMC 205.13.**
- **The Collaborator is a U.S. owned organization.**
- **The COI form has been coordinated with the Ethics Office, as applicable.**
- **This Collaborative Agreement contains standard terms only or, if it contains non-standard terms, it was sent to OPA for review.**

U.S. GEOLOGICAL SURVEY

COLLABORATOR

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

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

Name: Guy Gelfenbaum

Name: Marc Beyeler

Title: Center Director

Title: Executive Director

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

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

APPROVED AS TO FORM:  
COUNTY COUNSEL

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

Name: Susan McKenzie  
Deputy County Counsel  
Counsel for Collaborator

## Attachment A: Statement of Work between USGS and BEACON

### I. Objectives or Specific Aims

The proposes to develop a coastal resilience sediment management pilot program using an innovative regional program and pilot project approach, focused on multiple benefit projects emphasizing natural infrastructure. The details of this plans in the Statement of Work below.

### II. Term

The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the later date of (1) **June 30, 2021** or (2) the date of the last signature by the Parties. The expiration date of this Agreement shall be **June 30, 2023**.

### III. Collaborator's Role and Expertise

#### Specific Collaborator Tasks

BEACON will provide contact and project management and coordination of final project designs (Executive Director, Marc Beyeler and BEACON staff). The Santa Barbara County Flood Control Agency will be responsible for sediment analysis and will assist in pilot project final design (Maureen Spencer, Manager Environmental Assessment). The University of California, Santa Barbara (UCSB) Staff will be responsible for environmental and ecological assessments (Dr. Jenny Dugan). University of California San Diego through its California Sea Grant staff will manage training with the Tijuana River National Estuary Research Reserve (TRNERR) and will support BEACON in outreach and coordination agency and stakeholder engagement workshops (Nick Sadrpour and Dr. Kristen Goodrich).

### IV. USGS' Role and Expertise

#### Specific USGS Tasks

Staff of USGS will be responsible for the sediment transport and fate analysis and numerical modeling analysis (Dr. Jonathan Warrick). The USGS staff will undertake an analysis of the transport and fate of a range of sediment types focused on fine sediments using a numerical model for the Santa Barbara Littoral Cell. Results of the numerical model will provide information about the patterns of turbidity and seafloor sedimentation during and following sediment management projects in the study area.

### V. Anticipated Outcomes/Expected Results (Joint Outcomes and Results)

USGS:

- a. Development of a numerical modeling tool to assess the transport and fate of fine sediment with the Santa Barbara Littoral Cell study area as described in the Statement of Work below.
- b. Use and completion of numerical modeling assessments of sediment pathways for fine sediments under sediment management and natural oceanographic conditions as described in the Statement of Work below.
- c. Summary of numerical modeling results to project partners.

**Joint Outcomes and Results:**

The goal of the program is to develop a regional sediment management program for the SBLC focused on sea-level rise adaptation and coastal resiliency, employing nature-based beach and dune pilot projects utilizing regional upland sediment resources.

**Budget and Resources Worksheet:**

<b>Cost Activity Funded by Collaborator</b>	<b>Required Amount</b>
Personnel labor cost for study conduct, analysis and report generation, completed by USGS; funded by Collaborator	\$63,300
Materials or supplies to be purchased by USGS; funded by Collaborator	
Equipment to be purchased by USGS; funded by Collaborator	
USGS indirect costs (57.92%); funded by Collaborator	\$36,700
USGS travel; funded by Collaborator	
Projected Total (funds to USGS, from Collaborator)	\$100,000

<b>Cost Activity Funded by USGS</b>	<b>Required Amount</b>
Personnel labor cost for study conduct, analysis and report generation; completed by USGS	\$24,000
Materials or supplies purchased by USGS	
Equipment purchased by USGS	
USGS travel	
Projected Total	\$24,000

**Estimated Grand Total Project Resources:     \$124,000**

Statement of Work  
BEACON OPC Prop 68 Grant Project  
USGS Sediment Transport, Impacts, and Fate Analysis

Tasks and Deliverables

1. Define the Generalized Geographic Bounds of Modeling Domain

Using existing literature of sediment dispersal from nourishment activities, information about project setting, and discussions with project partners, the USGS will define a generalized modeling framework that incorporates relevant aspects of the geographical setting. A primary goal of this activity will be to define the geographical characteristics of the modeling domain so that they are adequate to provide useful information for the sites of interest and a broader set of sites in the southern California region. The boundaries of the generalized geographic settings will incorporate beach to mid-shelf locations that include alongshore distances for which fine sediment is expected to disperse during sediment management activities. Two sites in the Santa Barbara region have high likelihood for future sediment management activities, and will be the focus of developing the generalized geographic bounds:

- (i) *Carpinteria City Beach- Downcoast of Carpinteria Marsh Outlet*
- (ii) *Goleta Beach- Adjacent to Goleta Slough Outlet*

The primary difference between these sites is that Carpinteria has a relatively straight shoreline, while Goleta is located along a coastal point. In developing these generalized geographic bounds, the USGS will consider how incorporate elements that make the work applicable to other settings in southern California, such as the *Ventura Harbor between the harbor entrance the Santa Clara River mouth*, where sediment management activities may be expected in the future.

Deliverable: Project update between USGS and BEACON providing summary of the geographic bound framework for the modeling.

2. Specify Environmental Variables

For each geographic site, modelling parameters will be developed. This step is important as it defines modelling parameters that may be tested, compared, and summarized in the final products of this study. That is, the development of environmental variables is an important step toward Tasks 4 to 6, during which the types and number of modeling runs will be defined. Some of the variables evaluated in this task will be fully evaluated and tested in these later tasks by running models with different values of these variables, others will serve as static parameters for use across the full distribution of the models.

Parameters to be defined include general physical conditions of the setting and sediment management variables. Variables will be evaluated from available data from NOAA buoys, the

SCCOOS databases, Santa Barbara County records, and other sources as applicable and available. The following variables will be evaluated and summarized:

*Physical Condition Variables:*

*Waves (applicable sizes, directions, periods for the study area)*

*Winds (applicable speed and direction for the study area)*

*Ocean currents (applicable speed and direction for the study area)*

*Tides (tidal statistics for study area)*

*Seasonality and event-based summaries of these variables.*

*Sediment Management Variables:*

*Sediment Grain Size (silt-clay)*

*Sediment placement rate (m<sup>3</sup>/hr) and duration (hrs/day, number of days)*

*Sediment placement location (beach vs. intertidal vs. subtidal)*

*Wave Regime during placement (placid to energetic, constant vs. dynamic/realistic)*

*Timing/Season of Placement (Fall to Winter vs. Spring to Summer)*

Deliverable: Project update between USGS and BEACON providing summary of the physical and sediment management variables to be evaluated by the numerical model(s).

### 3. Define Techniques for Evaluating the Potential for Ecological Impacts

The potential for marine ecological impacts from a sediment management activity is generally related to location, intensity and duration of water column turbidity and burial of the seafloor. The numerical modeling work will be designed to enumerate these potential effects for various physical and project conditions. During this task, project partners will use existing understanding from the scientific literature to define the turbidity and burial conditions that will be considered to provide low, medium and high potential for ecological impacts. These conditions will be used in the numerical modelling to evaluate how physical conditions and project management of sediment influences the potential for ecological effects.

Deliverable: Project update between USGS and BEACON providing summary of the turbidity and burial conditions to be evaluated by the numerical model output.

### 4. Develop Draft Numerical Modeling Framework

The results of Tasks 1-3 will be compiled into a numerical modeling framework. This framework will include specific details about modeling domains, techniques to introduce sediment to the domains, types and amounts of modeling runs to facilitate a broad set of physical and project conditions and data output types. The framework will provide specific details about how the model(s) will be run, what will be tested, and how the results may be compared.

Deliverable: Project update between USGS and BEACON providing draft tabulation of the planned modeling runs.

#### 5. Initial Numerical Modeling Results and Finalize Framework

With the modelling framework developed, initial model runs will be conducted and evaluated with calibration and verification steps. Results of these model runs will be summarized and presented to the project partners. Understanding developed from these initial results may be used to modify the overall framework, if necessary and/or agreed upon by project partners, in order to make the work more efficient or relevant. Following this discussion with project partners, a final modeling framework will be developed.

Deliverable: Project update between USGS and BEACON providing final modeling framework.

#### 6. Finalize Numerical Modeling Results and Develop Draft Decision-Support Matrix Tool

The results of turbidity and seafloor burial for various physical and sediment management conditions in the modeling framework will be finalized and summarized. These results will be developed into a USGS data publication, such as USGS ScienceBase, as determined by project partners. Final publication of the data will follow the requirements and the approval process of the USGS Fundamental Science Practices (FSP). The results will be summarized into a draft matrix that provides a synthesis of how physical and sediment management conditions influence the potential for ecological impacts. This tool will be developed and refined in coordination with project partners.

Deliverable: Project update between USGS and BEACON providing summary of the modeling results and progress on USGS data publication and a draft decision-support matrix tool for refinement with project partners.

#### 7. Communicating Model Results

Results of the numerical modeling will be synthesized and developed into a peer-reviewed journal article, which will follow the requirements and approval process of the USGS Fundamental Science Practices (FSP) and the journal's publication standards. Additionally, the results of the modeling activities will be shared with the communications element of the broader project, which will focus on the needs of relevant stakeholders. These communications will be conducted in a series of outreach meetings and briefings, that will include USGS participation, but will be led by project partners from Sea Grant.

Deliverable: Scientific article based on the results and implications of the sediment modeling that is "in review" by USGS FSP and journal's board of editors. Assistance in the development of briefing materials and communications, which will be led by project partners.





A California Joint Powers Agency

**Member Agencies**

Al Clark  
*City of Carpinteria*

Kyle Richards  
*City of Goleta*

Vianey Lopez  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Joe Schroeder  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

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

Carmen Ramirez, Vice Chair  
Matt LaVere  
*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: May 21, 2021**  
**Agenda Item: 5F**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 14, 2021**

**Subject: Closed Session**

**RECOMMENDED ACTIONS:**

- i. Public Employee Performance Evaluation. (Gov. Code § 54957(b)(1).)  
Executive Director.
- ii. Conference With Labor Negotiators (Gov. Code § 54957.6(a).)  
Employee: Executive Director.  
Agency-designated representative: BEACON Board Chair Gregg Hart.

**RECESS TO CLOSED SESSION**



A California Joint Powers Agency

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P.O. Box 99  
Ventura, CA 93001

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

**Website:**  
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**STAFF REPORT**

**Meeting Date: May 21, 2021**  
**Agenda Item: 6**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 14, 2021**

**Subject: 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 including:

Upcoming July 16, 2021 Meeting Agenda:

- A. BEACON Regional SLR Adaptation Policies Report-Member Agency Presentation
- B. Project Updates
- C. Ex-Officio Members of BEACON

## RESEARCH AGREEMENT

Between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
UNIVERSITY OF CALIFORNIA, SAN DIEGO**

And

**THE BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT**

This Research Agreement (Agreement) is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its San Diego Campus (University), and, the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), having a principal place of business at 105 E. Anapamu St., Suite 201 Santa Barbara, CA 93101.

The parties agree as follows:

1. Statement of Work

University, through its Principal Investigator(s), shall use reasonable efforts to perform the research activities set forth in the Statement of Work attached as Exhibit A, which is incorporated in full by reference. "Reasonable efforts" shall mean efforts that a reasonable person in the position of the Principal Investigator would use, consistent with standard practices in the Principal Investigator's field of academic research. Sponsor acknowledges and agrees that University cannot guarantee the results of any of its research activities, and that minor deviations from the Statement of Work may occur to further the scientific goals of the Statement of Work.

2. Reporting:

Deliverables under this agreement are described in and will be submitted to Sponsor in accordance with Exhibit A hereof, which is hereby incorporated in full by reference.

3. Performance Period and Term of the Agreement

The Period of Performance and the Term of this Agreement shall be from July 1, 2021 through June 30, 2023. The terms of this Agreement may be extended at no additional cost to Sponsor by amendment to this Agreement or through written approval from Sponsor's Authorized Representative.

4. Cost to Sponsor

The cost to Sponsor for University's performance hereunder shall not exceed \$40,398.00. This Agreement shall be performed on a "cost reimbursement" basis, meaning that reasonable and allowable costs incurred by University in the performance of the Statement of Work will be reimbursed to University in accordance with the terms of this Agreement. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

Funds provided by Sponsor which are not used in a particular budget period may be used in subsequent budget periods. Additionally, the Principal Investigator may transfer funds within the budget as needed without Sponsor's approval, as long as such transfers do not effect a change in the research described in the Statement of Work.

5. Payment

University shall submit invoices to Sponsor for reimbursement at least quarterly, but not more often than monthly. Invoices shall be submitted in University's standard invoicing template and shall be sent to Marc Beyeler at beyeler@beacon.ca.gov.

Checks shall be made payable to The Regents of the University of California and shall be sent to:

Insert UCSD Address

6. Principal Investigator

University's performance hereunder will be under the direction of Shauna Oh who will serve as principal investigator (Principal Investigator). In the event that Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate principal investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 12. The Sponsor understands and agrees that Principal Investigator is the scientific contact for University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to the point of contact listed in Article 11 below and must comply with the notice requirements of this Agreement.

7. Rights in Data.

University will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by University under this Agreement or received in the performance of this Agreement. Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder. It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested, endorsed or approved any product, service or company. Sponsor understands and agrees that such data is provided "as is" and thus, Sponsor uses such data at its own risk. University extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

8. Copyright

Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by University in the performance of this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

9. Publication

University shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. If requested, University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (Review Period). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor's Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

10. Applicable Law

This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.

11. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below, at following address:

University:                   **[SPO Officer]**

Phone:

Email:

Sponsor:

Name: Marc Beyeler, Executive Director

Address: 105 E. Anapamu St., Suite 201, Santa Barbara, CA 93101

Phone: 510-316-6095

Email: Beyeler@beacon.ca.gov

12. Termination

Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

13. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party. However, nothing in this Article is intended to restrict either party from disclosing the existence of and nature of this agreement (including the name of the other party) or from including the existence of and nature of this agreement in the routine reporting of its activities.

14. Indemnification

Sponsor agrees to defend, indemnify and hold University harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents or employees.

University agrees to defend, indemnify and hold Sponsor harmless from and against any and all claims, liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

This section shall survive the termination or expiration of this Agreement.

15. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

16. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

17. Amendments.

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

18. Miscellaneous.

18.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

18.2 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

18.3 Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

18.4 No Waiver. Any failure or delay in enforcing an obligation or exercising a right or remedy under this Agreement shall not amount to a waiver of that obligation, right or remedy, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

18.5 Entire Agreement. This Agreement and Exhibit A constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

18.6 Records and Audit. The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least three (3) 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 the University's regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars (\$10,000.00), the University 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). The University shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

18.7 Remedies. No remedy herein conferred upon or reserved to either party 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.

18.8 Counterparts. This agreement may be executed in any number of counterparts in either ink or electronic signature, 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.

18.9 Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

BEACON

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

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

By: \_\_\_\_\_  
Name: <NAME>  
Title: Sponsored Projects Officer  
Date:

APPROVED AS TO FORM:  
County Counsel

Deputy County Counsel

EXHIBIT A  
Statement of Work, Tasks, Deliverables, Budget, and Schedule

Working jointly the University through its California Sea Grant (CASG) staff and BEACON staff, with the assistance of Tijuana River National Estuarine Research Reserve (TRNERR) staff, will develop and coordinate engagement activities and prepare project materials, relying on the technical memos and reports developed by the various team partners. These activities will fulfill Tasks 2 and 3 of the overall Proposition 68 grant award from the Ocean Protection Council (CA OPC).

Task 2 Development of Engagement Process and Project Materials-

The University through its California Sea Grant staff together with BEACON staff, and with the assistance of TRNERR staff, will be responsible for developing materials and content for translating the information from the research, planning, and design aspects of the project for regulatory agency, stakeholder, and technical partners. Project engagement will be continuous throughout the project. Engagement and technical materials will be developed in modules to be used in various project venues including project workshops, stakeholder outreach, and coordination efforts.

The materials and modules will be related to corresponding phases of project including:

- Source Sediment Characterization
- Sediment Transport and Fate
- Regional Beach Sea Level Rise Adaptation Analysis
- Shoreline Typology
- Ecological Framework
- Placement Protocols

Task 2 Deliverables:

- Development of engagement process and activities framework, modules, and materials to be used in workshops and project outreach
- Successful coordination and implementation of outreach to key stakeholders and agency personnel

Task 2 Project Schedule:

Task 2 will begin July 1, 2021 and end no later than June 30, 2023.

Task 3 Science/Project Design Workshops-

University through its California Sea Grant staff together with BEACON staff, and with the assistance of TRNERR staff, will be responsible for developing, organizing, and implementing design workshops in close collaboration with other team members. The workshops will provide opportunities for the project team to present and discuss with regulatory agency representatives regarding scientific and technical information required to submit applications for a regional sediment management permit for beach and marine sediment deposition. The workshops will present the latest science and the results of the project research. In addition, the workshops will provide an opportunity to review pilot project design with agency representatives and interested stakeholders.

Workshop 1:

Overall review of project, tasks, and outcomes. Introduce research to regulatory agency staff and technical partners. Review relevant science and technical parameters of project.

Workshop 2:

Report on research results. Highlight state of science and any analysis completed to date.

Workshop 3:

Report on research results. Preliminary design workshop. Review pilot project preliminary designs. Present on initially identified placement protocols and criteria.

Workshop 4:



Report on the revised placement protocols and criteria. Review final project design.

Task 3 Deliverables:

- Successful development of workshop agendas, content, and any associated follow up
- Successful organization, management, and implementation of project workshops

Task 3 Project Schedule:

Task 3 will begin July 1, 2021 and end no later than June 30, 2023.

**Budget:**

- A. For University services to be rendered under this agreement the University shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$40,398.00 including of indirect costs. Total indirect costs will not exceed a total of \$9,323.00.
- B. Monthly, University shall submit to Sponsor's individual identified in Article 11 an invoice for the services performed over the period specified. Payment for services and /or reimbursement of costs shall be made upon the University's satisfactory performance, based upon the scope and methodology contained in the agreement and Work Tasks. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and charges for personnel. Progress reports will evidence work completed on specific tasks during the invoice period.
- C. 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 CA Sea Grant to correct such work or billings or seek any other legal remedy.