



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

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501 Poli St.
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NOTICE MEETING

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)

November 19, 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, November 19, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE (see details below)

The agenda of business to be conducted is below.

Gregg Hart, Chairperson

BEACON

Date: Friday, November 19, 2021

The California State Legislature recently passed, and the Governor signed, Assembly Bill 361 (Rivas, 2021), which amends the Government Code to allow Brown Act bodies to continue to meet remotely if certain elements are met.

Members of the public may observe and address the Board as shown below:

1. **You may observe the live meeting of the Executive Committee of the Board of Directors via ZoomMeeting:**
<https://us02web.zoom.us/j/83049523580?pwd=MG43M0k5M1JzbGIDUXRkRTZaNINuZz09>
Meeting ID: 830 4952 3580
Passcode: 383066



November 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: 830 4952 3580-and Passcode: 383066.
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 prior to 5:00 p.m. on November 18, 2021, or through mail to BEACON at 501 Poli Street, Ventura, Ca 93001 to be received no later than 5:00 p.m. on November 18, 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 prior to 5:00 p.m. on November 18, 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. Report on Circumstances of the COVID-19 State of Emergency

Recommended Actions:

- i. Receive and file:
 - a. An update that the State and County remain under a proclaimed state of emergency related to COVID-19; and
 - b. The County of Santa Barbara Public Health Department recommendation issued September 28, 2021, regarding social distancing (Attachment)
- ii. Provide direction to staff about the location of the next meeting.



- C. Approval of Agenda and Filing of Certificate of Agenda Posting**
- D. Consideration and Approval of Minutes of the BEACON Meeting held on September 17, 2021.**

2. Public Comment and Other Matters not on the Agenda

3. Presentations –

- A.** Report on the First Year Activities of the BEACON Science Advisory Committee (SAC)
- B.** Report on the Beach Sustainability Assessment/Coast Access Grant Project

4. Projects –

Santa Barbara County Debris Basin OPC Grant

Recommended Actions:

- i. Receive a report from Staff on the status of the Santa Barbara County Debris Basin Ocean Protection Council (OPC) Grant Project.
- ii. Approve and authorize the Chair to execute an Agreement with HDR Engineering Incorporated for the development of a Debris Basin Modification Best Practices Manual as part of the Santa Barbara County Debris Basin OPC Grant project for a total amount of \$30,000 with a term from December 1, 2021, to March 1, 2023. (Exhibit I).

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. BEACON Organization

- i. Review and Adopt Board Meeting Schedule for 2022

C. BEACON Budget Actions and Financial Reports

Recommended Action:

- i. Adopt Budget Resolution No. 2021-4 ratifying the Adopted Budget for Fiscal Year (FY) 2021-22 and delegating authority to the Auditor-Controller and Executive Director to take described actions on the FY 2021-22 Adopted Budget (Exhibit I).



D. Review and Approve BEACON Contracts and Agreements

Recommended Action:

- i. Approve and authorize the Chair to execute Amendment No. 1 to the Memorandum of Understanding (MOU) with California State University Channel Islands (CSUCI) for technical and scientific services supporting regional sediment management to update the services, to increase the amount by \$75,000 for revised total amount of \$100,000, and to extend the duration by an additional year for a revised period ending June 30, 2023. (Exhibit 1).

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. There will be no Board discussion except to ask questions or refer matters to Staff; no action will be taken unless listed on a subsequent agenda.

Upcoming January 2021 Meeting Agenda:

- A. Report on BEACON Executive Committee Meeting
- B. BEACON Regional SLR Adaptation Policies Report-Member Agency Presentation
- C. Report on BEACON Communications Activities
- D. Project Updates
- E. BEACON Budget, Grants, and Contracts Actions

Late Distribution of Materials

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

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



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STAFF REPORT

Meeting Date: November 19, 2021
Agenda Item: 1B

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 2021

Subject: Report on Circumstances of the COVID-19 State of Emergency

RECOMMENDED ACTIONS:

- i. Receive and file:
 - a. An update that the State and County remain under a proclaimed state of emergency related to COVID-19; and
 - b. The County of Santa Barbara Public Health Department recommendation issued September 28, 2021, regarding social distancing (Attachment).
- ii. Provide direction to staff about the location of the next meeting.

DISCUSSION:

On June 11, 2021, Governor Gavin Newsom issued Executive Order N-08-21, which among other things sets a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act, including how remote participation is conducted. The California State Legislature recently passed, and the Governor signed, Assembly Bill 361 (Rivas, 2021) (AB 361), which amends the Government Code to allow Brown Act bodies to continue to meet remotely if certain elements are met. AB 361 took effect immediately but does not supersede Executive Order N-08-21. It applies to all Brown Act boards, committees, and commissions.

On March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by COVID-19. On March 12, 2020, the County Director of Emergency Services proclaimed a Local Emergency as a result of the COVID-19 and the Health Officer of the County declared a Local Health Emergency, due to the imminent and proximate threat to public health from the introduction of COVID-19 in the County. Thereafter, on March 17, 2020, the County Board of Supervisors ratified the Proclamation of a Local Emergency and the Declaration of a Local Health Emergency. On February 24, 2021, the President extended the national emergency concerning the COVID-19 pandemic.

On September 28, 2021, the Santa Barbara County Public Health Officials recommended utilizing teleconferencing options for public meetings as an effective social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease (attached). Santa Barbara County is currently categorized as having a “substantial” level of community transmission by the US Centers for Disease Control and Prevention's four-tiers. As of November 5, 2021, the Santa Barbara County Public Health Department reports an 8.1 case rate per 100,000 and a 2.7% testing positivity rate; and Ventura County reports an 8.8 case rate per 100,000 and a 2.2% testing positivity rate.

Attachment: Health Officials AB 361 Social Distance Recommendation

ITEM 1B

ATTACHMENT

**The County of Santa Barbara Public Health Department recommendation
issued September 28, 2021, regarding social distancing**



Public Health Administration

300 North San Antonio Road ♦ Santa Barbara, CA 93110-1316
805/681-5100 ♦ FAX 805/681-5191

Van Do-Reynoso, MPH, PhD *Director*
Suzanne Jacobson, CPA *Chief Financial Officer*
Paige Batson, MA, PHN, RN *Deputy Director*
Darrin Eisenbarth *Deputy Director*
Dana Gamble, LCSW *Interim Deputy Director*
Polly Baldwin, MD, MPH *Medical Director*
Henning Ansorg, MD *Health Officer*

HEALTH OFFICIALS AB 361 SOCIAL DISTANCE RECOMMENDATION

Issued: September 28, 2021

COVID-19 disease prevention measures, endorsed by the Centers for Disease Control and Prevention, include vaccinations, facial coverings, increased indoor ventilation, handwashing, and physical distancing (particularly indoors).

Since March 2020, local legislative bodies-such as commissions, committees, boards, and councils- have successfully held public meetings with teleconferencing as authorized by Executive Orders issued by the Governor. Using technology to allow for virtual participation in public meetings is a social distancing measure that may help control transmission of the SARS-CoV-2 virus. Public meetings bring together many individuals (both vaccinated and potentially unvaccinated), from multiple households, in a single indoor space for an extended time. For those at increased risk for infection, or subject to an isolation or quarantine order, teleconferencing allows for full participation in public meetings, while protecting themselves and others from the COVID-19 virus.

Utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease. This recommendation is further intended to satisfy the requirement of the Brown Act (specifically Gov't Code Section 54953(e)(1)(A)), which allows local legislative bodies in the County of Santa Barbara to use certain available teleconferencing options set forth in the Brown Act.

A blue ink signature of Henning Ansorg, written over a horizontal line.

Henning Ansorg, MD
Public Health Officer
County of Santa Barbara

A blue ink signature of Van Do-Reynoso, written over a horizontal line.

Van Do-Reynoso, MPH, PhD
Public Health Director
County of Santa Barbara



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STAFF REPORT

Meeting Date: November 17, 2021
Agenda Item: 1C

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 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: November 19, 2021
Agenda Item: 1D

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 2021

Subject: Consideration and Approval of Minutes of the BEACON
Meeting held on September 17, 2021

RECOMMENDED ACTIONS:

Approve and File.

ITEM 1D
ATTACHMENT

Meeting Minutes for September 17, 2021, BEACON Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 17, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	1	Call to Order, Roll Call, and Introductions – Chair, Gregg Hart.
Minutes/ Actions:		Directors Present: <ul style="list-style-type: none"> • Gregg Hart (County of Santa Barbara) • Das Williams (County of Santa Barbara) • Carmen Ramirez (County of Ventura) • Kyle Richards (City of Goleta) • Vianey Lopez (City of Oxnard) • Al Clark (City of Carpinteria) • Steven Gama, (City of Port Hueneme)
Item	1B	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file.
Minutes/ Actions:		The agenda was unanimously approved by the Board. Moved by Richards / Second by Ramirez.
Item	1C	Consideration and Approval of Minutes of the BEACON Meeting held on May 21, 2021. Action: Approve and file.
Minutes/ Actions:		The Board approved unanimously the Recommended Action. Moved by Ramirez / Second by Lopez.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 17, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	2	Public Comment and Other Matters not on the Agenda Receive public comments.
Minutes/ Actions:	There were no public comments on matters not on the agenda.	

Item	3	Presentations – Receive a presentation by the City of Goleta on The City’s Climate and Sea Level Rise Vulnerability and Adaptation Planning.
Minutes/ Actions:	<p>Executive Director Marc Beyeler introduced this item. He stated that this was the 6th presentation by a member agency regarding SLR adaptation planning.</p> <p>The City of Goleta’s Advanced Planning Manager, Anne Wells, presented the City’s “Coastal Hazards Vulnerability and Fiscal Impact Report”. The presentation will be added to the BEACON website.</p> <p>Board Members:</p> <ul style="list-style-type: none"> • Director Richards thanked Anne Wells and indicated that City can collaborate with BEACON especially for grants at Ellwood Mesa. • Director Ramirez indicated that she felt the presentation was excellent and would be easily understood by lay-persons. Director Ramirez asked if the presentation had been made to the public yet. Anne Wells responded that it had been presented to the public a number of times. • Director Ramirez added that real-estate disclosures are tricky with regards to SLR information. • Director Williams asked if the City had issues with the Coastal Commission because of limited coastline within the City? Anne Wells responded that so far there has been limited conversations with Coastal Staff but that she expects this interface to intensify within a year or so. <p>Members of the Public:</p> <ul style="list-style-type: none"> • Krista Pleiser of Santa Barbara Relators indicated that the realtor associations are pursuing a Statewide SLR clause advising property buyers to research all local and State provisions and studies related to SLR. <p>BOARD ACTION: The Board received the report.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 17, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	4	<p>BEACON Projects - Hueneme Beach Nourishment Project</p> <p>Recommended Actions:</p> <ul style="list-style-type: none"> i. Receive and file a Staff Report on Hueneme Beach Nourishment. ii. Approve and authorize the Chair to sign letter to Congressman Brownly requesting full funding for bi-annual nourishment of 2.4 million cubic yards of sediment from the Channel Islands Harbor Sand Trap to Hueneme Beach
Minutes/ Actions:		<p>Ex Director Beyeler explained that this item provides a brief report on the beach nourishment effort at Hueneme Beach and requests the Board to consider a letter to Congressman Brownley requesting full funding for the bi-annual nourishment of Hueneme Beach with 2.4 M CY of sediment from Channel Islands Harbor Sand Trap.</p> <p>Mr. Beyeler continued that BEACON has been assisting the City of Port Hueneme for many years to ensure the maximum amount of federal funding for the dredging and bi-pass operations at Channel Island Harbor. BEACON has assisted the City in coordinating with the Navy, USACOE and the County of Ventura. The minimum amount of sediment that should be dredged and bi-passed to Hueneme Beach is 2.4 M CY in order to retain the beach width. In recent past the quantity has not been met. The benefits of the full 2.4 M CY which will also benefit beaches downs coast of Hueneme Beach. The letter to Congressman Brownley acknowledges the past role that she has played and explains that BEACON can assist to get broad political support from Federal agencies.</p> <p>Board Members:</p> <ul style="list-style-type: none"> • Director Gama indicated that he has a book entitled “Port Hueneme A History”. The first dredge of Channel Islands Harbor occurred in 1953 and the Sand Trap in 1963. An aerial photo taken in 1935 shows a river of sand along the coast. Point Mugu is the most impacted since it sits at the end of the river of sand. This river of sand still exists except we have to figure how to open up the sand faucet at the upstream end. <p>Members of Public:</p> <ul style="list-style-type: none"> • Charles Caspary indicated he was appreciative of the efforts of BEACON to secure funds for the dredging of Channel Islands Harbor. • Christine Birdsey, CEO of the Port of Port Hueneme, indicated that she was happy this item was on the BEACON Agenda. She stated that 30 K CY of sediment was also contributed to Hueneme Beach as the result of the Channel Islands Harbor deepening project. Christine indicated that the Harbor is fully supportive of the letter to Congressman Brownley. <p>BOARD ACTION: The Board unanimously approved the Recommended Actions. Moved by Ramirez / Second by Gama.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 17, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5A	BEACON Organization and Program - Board Members Reports.
Minutes/ Actions:		<ul style="list-style-type: none">• Director Ramirez indicated that Ventura, Camarillo and Santa Barbara all received awards at the recent American Planning Association Award Ceremony.• Director Gama indicated that he met with BEACON's community outreach consultant, Stacey miller for over an hour to discuss BEACON's needs. Director Gama indicated that Stacey had a good understanding of the issues.• Director Hart added that Stacey Miller will be interviewing all Board members.• Director Williams indicated that the new energy initiative has launched creating a lesser rate structure than SCE with a goal of 65% renewable energy in Santa Barbara County by 2025.• Chair Hart indicated that the County of Santa Barbara went before the Coastal Commission last week for consideration of a Local Coastal Plan Amendment. However, the application was withdrawn because of remaining unresolved issues.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 17, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5C	<p>BEACON Organization and Program - Budget Actions and Financial Reports</p> <p>Recommended Actions:</p> <p>i. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th vote)</p> <p style="padding-left: 20px;">INCREASE 5665-2183 \$20,000</p> <p style="padding-left: 20px;">DECREASE 5665-2159 \$20,000</p> <p>ii. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th vote)</p> <p style="padding-left: 20px;">DECREASE 5665-9252 \$323,934</p> <p style="padding-left: 20px;">DECREASE 5665-2183 \$303,976</p> <p style="padding-left: 20px;">DECREASE 5665-2199 \$19,958</p> <p style="padding-left: 20px;">INCREASE 5668-9252 \$323,934</p> <p style="padding-left: 20px;">INCREASE 5668-2183 \$303,976</p> <p style="padding-left: 20px;">INCREASE 5668-2199 \$19,958</p> <p>iii. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th vote)</p> <p style="padding-left: 20px;">INCREASE 5668-9252 \$761,058</p> <p style="padding-left: 20px;">INCREASE 5668-2183 \$761,058</p>
Minutes/ Actions:		<p>Mr. Omar Arreola from the Ventura County Auditor Controller's Office presented each of the Financial Reports and recommended actions.</p> <p>Item i: Increases Technical Services by \$20,000 to accommodate for the contract with CSUCI executed on 5/21/2021 and the associated decrease Miscellaneous Expense by \$20,000.</p> <p>Item ii: To provide the necessary structure and oversight the Auditor-Controller's Office is implementing the following:</p> <ul style="list-style-type: none"> • Creation of a new accounting division for BEACON #5668 – BEACON Grants. • Division 5665 will be renamed BEACON Operations. These adjustments will move the budget approved on June 15, 2021, related to grant activity from the Operations Division to the new Grants division. <p>Item iii: In order to increase efficiencies in managing the grant activity the Auditor-Controller's Office is recommending the remaining project life revenue and expenditures of the Surfer's Point, Debris Basin, and RSM/SLR Adaptation grants be budgeted in FY22. Passing a budget resolution prior to the end of the fiscal year would permit any remaining budget balance to roll forward to the subsequent fiscal year. This will allow project length vendor contracts and provide clarity on the remaining budget available for each grant.</p> <p>BOARD ACTION: The Board unanimously approved the Budget Actions and Financial Reports Recommended Actions.</p> <p>Moved by Gama / Second by Ramirez.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 17, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5D	<p>BEACON Organization and Program - Review and Approve BEACON Contracts and Agreements</p> <p>Recommended Actions:</p> <ul style="list-style-type: none"> i. Approve, ratify, and authorize the Chair to execute an Amendment No. 1 to the FY 20-21 Agreement with the County of Santa Barbara for legal services to increase funding in the amount of \$5,360 for performance during the final quarter of FY 20-21 for a total amount of \$17,360 (Attachment 1). ii. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the Agreement with the City of Ventura to develop the Surfers Point Project to extend the Agreement to April 30, 2022 (Attachment 2). iii. Approve and authorize the Executive Director to execute Amendment No. 1 to the Agreement, substantially similar to that attached, with University of California Santa Barbara to continue providing ecological assessment analysis for an additional six-month period with a revised end date of June 30, 2023, without an increase in the funding amount not to exceed \$75,000 upon review and approval of legal counsel (Attachment 3).
Minutes/ Actions:		<p>Mr. Beyeler indicated that BEACON is getting better at forecasting, managing, and budgeting more activities.</p> <p>This item brings before the Board three contract items. The first is for an additional \$5,360 in budget to cover additional legal services occurring in FY20-21. The amendment is for the FY20-21 Agreement and does not affect the FY21-22 Agreement. The second item is an amendment to extend the termination date for the existing Cooperative Agreement with the City of Ventura for the Surfer's Point Project OPC Grant. The third item is also an amendment to extend the termination date for the Agreement with UCSB for work on the OPC Grant for Coastal Resilience Sediment Pilot Program.</p> <ul style="list-style-type: none"> • Director Richards asked if the amendment to the Legal Services agreement was for FY20-21 or FY21-22? Legal Counsel Susan McKenzie responded that it was for FY20-21. • Director Richards pointed out a typo on the first line of the amendment to the UCSB agreement, it states "1019" when it should say "2019". <p>BOARD ACTION: The Board unanimously approved the Recommended Actions. Moved by Richards / Second by Gama.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 17, 2021

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	6	Executive Director's Report and Communications
Minutes/ Actions:		<p>Executive Director Beyeler indicated that in response to Director Ramirez' question of in-person versus virtual future BEACON Board Meetings, this discussion was not on the agenda but direction from the Board can be received and Staff will also be taking into account any new direction from the Governor of California.</p> <p>Executive Director Beyeler indicated that of the eight member agencies in BEACON, we have now received SLR Adaptation reports from six of them. The City of Ventura and City of Port Hueneme still remain. BEACON Staff will identify ways that BEACON can contribute at a regional level to support member agencies in their SLR Adaptation efforts, beyond just letter writing.</p> <p>At the November Board Meeting, we will bring more project updates as well as a report from the Science Advisory Committee (SAC) on the previous year's activity.</p> <p>BEACON Staff are still striving to update/resurrect the South-Central Coast Beach Enhancement Program (SCCBEP) and staff is looking at how regional sediment management can be implemented.</p> <p>The Executive Director indicated he attended the Hueneme Beach Festival the previous week. There was a good turn out with many friends of the Beach turning up to show support.</p> <ul style="list-style-type: none"> • Director Ramirez expressed her concern regarding the homelessness issues which is connected to some of our beach related issues.

Adjourn to next regular meeting November 19, 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: November 19, 2021
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 2021

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTIONS:

Receive Public Comments.



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STAFF REPORT

Meeting Date: November 19, 2021
Agenda Item: 3A + 3B

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 2021

Subject: Reports on First Year Activities of the Science Advisory Committee (SAC); Beach Sustainability Assessment (BSA) and Coast Access Grant Project

PRESENTATIONS:

- A.** Report on the First Year Activities of the BEACON Science Advisory Committee (SAC).
- B.** Report on the Beach Sustainability Assessment/Coast Access Grant Project

DISCUSSION:

Receive reports on the First Year Activities of the BEACON Science Advisory Committee (SAC) , and on the Beach Sustainability Assessment/Coast Access Grant Project.

First Year Activities of the SAC

The Co-Chairs of the SAC will be presenting a status report to the Board on the first-year activities of BEACON's Science Advisory Committee (SAC) since November 2020 when the Board approved the initial membership of the SAC.

BEACON staff and Board have been working on a science strategy since 2019 when the Board reviewed the Executive Staff suggestion to investigate a group of, or several individual, scientists to help BEACON develop scientifically sound policies and programs.

In 2020, the Board approved the professional services contract with Douglas George, PhD, to function as Science Advisor and to assist BEACON Executive Staff in developing a science strategy. The proposal to establish a Science Advisory Committee (SAC) came from these efforts in 2020 and in November 202 the Board appointed the first members of the SAC and named the first chairs, Drs. Patsch and George.



Beach Sustainability Assessment/Coast Access Grant Project

BEACON has been focused on increasing threats to regional beaches and options for addressing beach sustainability. BEACON has been involved in the Beach Sustainability Assessment (BSA) since the first workshop, where ED Brennan was a participant. The BSA covers the majority of beaches along the BEACON Coast.

BEACON has also more recently been involved in public access information development and BEACON Executive Staff serve on the technical review panel of the Coast Access Grant Project. BEACON is involved with complimentary efforts to develop coastal access data and information, including a project with California State University, Channel Islands (CSUCI), to analyze cell phone and beach location data.



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: November 19, 2021
Agenda Item: 4

To: BEACON Board of Directors
From: Program Manager

Date: November 11, 2021

Subject: Santa Barbara County Debris Basin OPC Grant

RECOMMENDED ACTIONS:

- a. Receive a report from Staff on the status of the Santa Barbara County Debris Basin Ocean Protection Council (OPC) Grant Project.
- b. Approve and authorize the Chair to execute an Agreement with HDR Engineering Incorporated for the development of a Debris Basin Modification Best Practices Manual as part of the Santa Barbara County Debris Basin OPC Grant project for a total amount of \$30,000 with a term from December 1, 2021, to, March 1, 2023 (Exhibit I).

DISCUSSION:

The largest natural process feeder of sediment to the BEACON coast is from our creeks and rivers. However, this natural process is often obstructed by debris basins. Consequently, as previously presented to the Board, BEACON staff has coordinated with the Flood Control Districts of Santa Barbara and Ventura to discuss the potential for removal or modification of existing debris basins to allow sediment to flow unobstructed to the coast.

Ocean Protection Council (OPC) Grant

In 2016, in concert with the SB County Flood Control District, BEACON submitted a grant proposal requesting \$539,000 of Proposition 1 funds for use in the project development, construction and monitoring phases of the Rattlesnake and San Ysidro Creeks debris basin removal projects. In June of 2016, the OPC Commission awarded the grant to BEACON. The Santa Barbara County Flood Control District is the lead agency for environmental review under the California Environmental Quality Act and is responsible for the permitting, design, and construction of the projects.

2018 Debris Flow

On January 9, 2018, a high intensity rainstorm caused massive debris movements and mudslides in Montecito. It is estimated that over one million cubic yards of mud inundated public and private properties. As debris plummeted downstream, it filled existing debris basins and overtopped and damaged the grouted rock dams of the basins. Post event, the debris basin dams were immediately restored in order to maintain their integrity. The January 9th Debris Flow Event emphasized the protection that debris basins provide and the removal of any of them could no



longer be supported by the County Flood Control District, the Santa Barbara Community or Flood Control Board of Directors (County Board of Supervisors).

While the community suffered many losses, more losses would have been realized had the basins not been in place.

OPC Grant Amendment

As a consequence of the County's new policy regarding debris basin removal, BEACON Staff alerted OPC Staff that the proposed scope of the approved OPC grant was no longer viable. BEACON requested that OPC consider a scope and schedule modification to the awarded grant in light of the extraordinary events of January 2018. OPC Staff responded positively and in March 2020, OPC approved a grant amendment. The amendment changed the project scope from basin removals to basin modifications and instead of Rattlesnake Debris Basin, Cold Spring Debris Basin was selected. In summary, the scope of the amended OPC Grant project consists of debris basin modification projects at Cold Springs Creek and San Ysidro Creek basins. The modifications mimic the Gobernador Debris Basin constructed in 2008 and will result in the basins retaining large debris and rocks but allowing sediment to flow through the basin and downstream and to the coast.

Project Status

The Santa Barbara County Flood Control District has been working on the designs of the Cold Springs Creek and San Ysidro Creek debris basin modification projects since 2020. Preliminary designs have been developed and design review interface with the National Marine Fisheries (NMFS) and the California Department of Fish and Wildlife (CDFW) has been ongoing. Currently, NMFS and CDFW have not yet approved the preliminary designs. However, the District is making every effort possible to secure the required approvals and allow construction of the two debris basin modification projects to proceed in the summer of 2022. If the construction target of 2022 cannot be met, then an amendment to the OPC grant will be required.

Debris Basin Modification Best Practices Manual

As part of the scope of the OPC grant, BEACON committed to the preparation of a Best Practices Manual for the development of debris basin modifications. To complete this work task BEACON requested a scope and cost proposal from HDR Inc. HDR has recently acquired the firm WRECO and since 2019, WRECO has been working under contract with the SB County Flood Control District preparing the designs for the debris basin modification projects for both Cold Springs and San Ysidro Debris Basins. In addition, WRECO prepared the design for the Gobernador Debris Basin in 2008. The WRECO team now under the banner of HDR Inc., is uniquely qualified to prepare the Best Practices Manual for the development of a debris basin modification to allow sediment to flow downstream. The cost for the Best Practices Manual is \$30,000 which is entirely reimbursable through the OPC grant. Staff recommends the Board approve the agreement with HDR Inc. to prepare Debris Basin Modification Best Practices Manual

ITEM 4
EXHIBIT I

**Agreement with HDR Engineering Incorporated for the development of a
Debris Basin Modification Best Practices Manual as part of the Santa
Barbara County Debris Basin OPC Grant project**

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and HDR Engineering, Inc. having a place of business in California at 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596 (hereafter, "HDR" or "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by BEACON and BEACON desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** Gerald Comati at phone number 805895-0255 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Lesley Brooks at phone number (660) 204-7081 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BEACON: BEACON
 1943 Grand Avenue
 Santa Barbara, CA 93103
 Attention: Gerald Comati

To CONTRACTOR: HDR Engineering, Inc.
 1243 Alpine Road, Suite 108
 Walnut Creek, CA 94596
 Attention: Lesley Brooks

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, 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.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to BEACON in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on December 1, 2021, and end performance upon completion, but no later than March 1, 2023, unless otherwise directed by BEACON or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by BEACON and which is delivered to the address given in Section 2, **NOTICES,** above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that CONTRACTOR, (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 CONTRACTOR shall perform its work and function. However, BEACON shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save BEACON harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the BEACON or to this Agreement.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions that do not meet such standards

at BEACON's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to BEACON that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES.** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. BEACON shall not be responsible for paying any taxes on CONTRACTOR's behalf and, should BEACON be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse BEACON for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. CONTRACTOR shall provide its social security number or tax identification number to BEACON, which BEACON shall keep on file at its offices.

10. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to BEACON, in writing, any potential conflict of interest. BEACON retains the right to waive a conflict of interest disclosed by CONTRACTOR if BEACON determines it to be immaterial, and such waiver is only effective if provided by BEACON to CONTRACTOR in writing.

11. **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 Exhibit 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 herein 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 reports, data, documents or other materials prepared under this Agreement. However, re-use of the Copyrightable Works or other CONTRACTOR deliverables for purposes not contemplated in this Agreement shall be at BEACON's sole risk and without liability to CONTRACTOR. 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 any intellectual property 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 the Agreement.

12. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use BEACON's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. CONTRACTOR shall not use BEACON's name or logo in any manner that would give the appearance that the BEACON is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of BEACON's. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the BEACON or its projects without obtaining the prior written approval of BEACON.

13. **BEACON PROPERTY AND INFORMATION.** All of BEACON's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain BEACON's property, and CONTRACTOR shall return any such items whenever requested by BEACON and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any BEACON property, documents, or information without BEACON prior written consent.

14. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BEACON shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a

period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.

If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by BEACON associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from BEACON, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to BEACON as specified by BEACON in the notification.

15. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify and hold harmless the BEACON and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

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

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR 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 Agreement.
- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** CONTRACTOR 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 CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.

17. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive agreement and that BEACON shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the BEACON desires.

18. **NON-ASSIGNMENT.** CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of BEACON and any attempt to so assign or so subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION.**

A. **By BEACON.** BEACON may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for BEACON's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** BEACON may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period,

CONTRACTOR shall, as directed by BEACON, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on BEACON from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then BEACON will notify CONTRACTOR of such occurrence and BEACON may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, BEACON shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, BEACON may, at BEACON's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall have ten (10) days to cure the default or breach that would otherwise give rise to a for cause termination if not so cured, failing which cure, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify BEACON as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Except where BEACON withholds payment pursuant to other terms of this Agreement, should BEACON fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by BEACON within thirty (30) days of written notice to BEACON of such late payment.
- C. **Upon termination,** CONTRACTOR shall deliver to BEACON all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as BEACON may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, BEACON shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to BEACON such financial information as in the judgment of BEACON is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the

event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of BEACON shall be final. The foregoing is cumulative and shall not affect any right or remedy which BEACON may have in law or equity.

20. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **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.

23. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. **NO WAIVER OF DEFAULT.** No delay or omission of BEACON to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to BEACON shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of BEACON.

25. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all BEACON, State and Federal ordinances and statutes, including regulations 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 statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and BEACON.

28. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of 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.

29. **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.

30. **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. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **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.

32. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

33. **SUSPENSION FOR CONVENIENCE.** BEACON may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

34. **LIMITATION OF LIABILITY.** Except as immediately stated in the below paragraph, neither party's aggregate liability for damages arising out of or in connection with this agreement, whether in contract, tort or under any other theory of liability, shall exceed \$100,000. In no event shall either party or any other person or entity involved in creating, producing or delivering the services be liable for any incidental, special, exemplary indirect, or consequential damages, including lost profits, loss of goodwill, or the cost of substitute facilities, goods, services, and/or

cost of capital arising out of or in connection with this agreement or from the use of or inability to use the subscription services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory. The foregoing exclusions apply whether or not a party has been informed of the possibility of such damage, and even if a limited remedy set forth herein is found to have failed of its essential purpose.

Neither party's aggregate liability for damages arising out of this agreement (i) the indemnification obligations of contractor; (ii) losses arising out of the willful misconduct, fraud or gross negligence of contractor; (iii) losses arising out of any breach of obligation to comply with laws; or (iv) claims for property damage or personal injury shall exceed the insurance limits in Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date when fully executed by both parties.

**CONTRACTOR:
HDR ENGINEERING, INC.:**

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

By: 

Authorized Representative

By: _____
Gregg Hart
Chair
Board of Directors


Name: Han-Bin Liang
Title: Vice President

Date: _____

ATTEST:
Marc Beyeler
BEACON Executive Director
Clerk of the Board

By: _____

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: 

Deputy County Counsel
Counsel for BEACON

EXHIBIT A

Scope of Services

Task 1 - Project Management and Meetings

HDR will attend the Project kickoff meeting in-person. CONTRACTOR will also participate in up to four conference calls with BEACON staff. On a monthly basis, HDR will provide BEACON with invoices and progress reports for the Project.

Deliverables:

- *Monthly Invoices and Progress Reports*

Task 2 - Data Review

HDR will review available data, including debris basin manuals for the region such as the Ventura County *Debris Basin Manual* and the Los Angeles County *Debris Dams and Basins Manual*. Additional national references will also be reviewed such as the Natural Resources Conservation Service (NRCS) *Sediment Basin 350*. Further information and guidance on design types and considerations will be researched from various sources including local and regional agencies, flood control districts, and academic papers.

Task 3 - Debris Basin Best Practices Manual

HDR will coordinate with BEACON to develop a Draft Debris Basin Best Practices Manual (BP Manual). CONTRACTOR will meet with BEACON during the kickoff meeting to discuss the goals of the BP Manual as well as review and edit the Draft BP Manual outline provided in Exhibit A.

After the outline has been discussed and finalized, HDR will develop the Draft BP Manual. The BP Manual will cover design considerations, design options, and resources. The BP Manual will not include specific design criteria of debris basins or detailed calculations/modeling guidance.

The first Draft BP Manual will be submitted to BEACON for review and comments. After comments are received, HDR will meet with BEACON to discuss the comments and changes to be implemented in the next draft. A comment tracking form and comment responses will be provided. A representative from BEACON will compile comments and provide them for review and response.

The second Draft BP Manual will be submitted to BEACON for review and comments. After comments are received, HDR will meet with BEACON to discuss the comments and changes to be implemented in the Final BP Manual. A comment tracking form and comment responses will be provided. A representative from BEACON will compile comments and provide them for review and response.

A Final BP Manual will be submitted after all draft comments from BEACON have been addressed.

Deliverables:

- *Draft BP Manual Outline (PDF)*
- *Final BP Manual Outline (PDF)*
- *First Draft BP Manual with Comment/Response Form (PDF)*
- *Second Draft BP Manual with Comment/Response Form (PDF)*
- *Final BP Manual (PDF and Word)*

Assumptions:

HDR's deliverables will be provided in PDF format.

Any funding section incorporated into the BP Manual will be authored by BEACON or BEACON representatives and incorporated into the BP Manual by HDR.

Lesley Brooks of CONTRACTOR shall be the individual personally responsible for overseeing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of BEACON's designated representative.

A preliminary outline of the Manual follows:

Overview/Purpose (est. 0.5 page)

- A. Site Specific Considerations for Debris Basin Development, Removal, or Modification (est. 5-7 pages)
- B. Site Conditions
 - 1. Existing Terrain
 - 2. ROW
 - 3. Geotechnical Analysis
 - 4. Fish Passage Requirements
 - 5. Environmental Considerations
 - 6. Utility Coordination
- C. Regulatory Agency Coordination
 - 1. Federal
 - 2. State and Local
- D. Maintenance and Operation Considerations
 - 1. Pilot Channels
 - 2. Maintenance Access
 - 3. Standard Maintenance Operations
 - 4. Emergency Maintenance Operations
- E. Setting Design Goals for a Debris Basin Project (est. 2 pages)
 - 1. Flood Protection
 - 2. Debris Basin Volume

3. Sediment Transport and Capture
 4. Large Woody Debris
- F. Debris Basin Design Options (est. 5-7 pages)
1. Retention
 2. Debris Flow Breakers
 3. Large Wood Traps
 4. Solid Transport Regulation
- G. Hydrologic and Hydraulic Modeling of Debris Basins (est. 1-2 pages)
1. Sediment Bulking and Hydrologic Modeling
 2. Hydraulic Modeling
 - i. Non-Newtonian Flow Modeling
 3. Sediment Transport Modeling
- H. Case Study of Gobernador, Romero, and Cold Springs Debris Basins (3-5 pages)
- I. Potential Funding Sources (to be drafted by BEACON stakeholders based on previous grant awards?) (est. 1-2 pages)
- J. References

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$30,000**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's reasonably satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A.
- D. **Monthly**, CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be reasonably satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for reasonably satisfactory work within 30 days of presentation.
- E. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1

SCHEDULE OF FEES

TASK		Principal Engineer	Supervising Engineer	Senior Geotech Eng	Senior Engineer	Associate Engineer	Staff Engineer	Technical Editor/Project Coordinator	TOTALS			
									Hours	Labor Cost	Escalation 3.5%	Total
		\$285.00	\$245.00	\$190.00	\$165.00	\$30.00	\$100.00	\$90.00				
Basic Tasks												
Labor												
1	Project Management and Meetings		2		8	8			18	\$2,850.00	\$49.88	\$2,899.88
2	Data Review				8	1			24	\$3,400.00	\$59.50	\$3,459.50
3	Debris Basin Best Practices Manual								0	\$	\$-	\$-
	<i>Draft Outline</i>		1		4	8		1	14	\$2,035.00	\$35.61	\$2,070.61
	<i>Final Outline</i>		1		2	4		1	8	\$1,185.00	\$20.74	\$1,205.74
	<i>First Draft</i>		2	2	1	3	8	4	60	\$8,170.00	\$142.97	\$8,312.97
	<i>Second Draft</i>		1	4	1	2	4	3	48	\$6,775.00	\$118.56	\$6,893.56
	<i>Final BP Manual</i>		1	2	4	1	8	2	33	\$4,345.00	\$76.04	\$4,421.04
	Subtotal Labor	0	8	8	50	108	20	11	205	\$	\$ 503.30	\$29,263.3
Expense												
	Travel & Per Diem											\$736.70
	Subtotal Expense											\$736.70
Total Project Cost: \$30,000												

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably and promptly 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, costs, expenses (including but not limited to reasonable attorneys' fees), judgments and/or liabilities to the extent the same arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement in accordance with California Civil Code 2782.8, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the BEACON. This indemnity includes the cost to defend BEACON to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify BEACON immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the BEACON requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the BEACON.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – BEACON, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the BEACON, its officers, officials, employees, . Any insurance or self-insurance maintained by the BEACON, its officers, officials, employees, shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BEACON.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to BEACON a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the BEACON by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the BEACON has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to BEACON.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the BEACON with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the BEACON before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The BEACON reserves the right to require redacted copies of all required insurance policies, including endorsements required by these specifications, at any time, sufficient to permit the BEACON to verify CONTRACTOR has satisfied the specifications of this Exhibit C.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, BEACON has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by BEACON as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that

BEACON is an additional insured on insurance required from subcontractors except for workers compensation or professional liability insurance policies.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of BEACON to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of BEACON.



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: November 19, 2021
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 2021

Subject: Board Member Reports

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



A California Joint Powers Agency

Member Agencies

Fred Shaw
City of Carpinteria

Kyle Richards
City of Goleta

Carmen Ramirez
City of Oxnard

Steven Gama
City of Port Hueneme

Christy Weir, Vice-Chair
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Gregg Hart, Chair
Das Williams
County of Santa Barbara

Steve Bennett
John Zaragoza
County of Ventura

Executive Director
Marc Beyeler

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

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

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

STAFF REPORT

Meeting Date: November 19, 2021
Agenda Item: 5B

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 2021

Subject: BEACON Board Meeting Schedule for 2022

RECOMMENDED ACTION:

- i. Review and Adopt Board Meeting Schedule for 2022

DISCUSSION:

The BEACON Board adopts a meeting schedule for the coming calendar year at the last meeting of each year. BEACON staff is recommending the Board review and consider adopting a Board meeting schedule as indicated below:

January Board Meeting	Friday, January 21, 2022
March Board Meeting	Friday, March 18, 2022
May Board Meeting	Friday, May 20, 2022
July Board Meeting	Friday, July 15, 2022
September Board Meeting	Friday, September 16, 2022
November Board Meeting	Friday, November 18, 2022



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
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County of Santa Barbara

Matt LaVere
Carmen Ramirez, Vice Chair
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Website:
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STAFF REPORT

Meeting Date: November 19, 2021
Agenda Item: 5C

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

Date: November 10, 2021

Subject: BEACON Budget Actions and Financial Reports

RECOMMENDED ACTIONS:

- i. Adopt Budget Resolution No. 2021-4 ratifying the Adopted Budget for Fiscal Year (FY) 2021-22 and delegating authority to the Auditor-Controller and Executive Director to take described actions on the FY 2021-22 Adopted Budget (Exhibit I).

DISCUSSION:

In the past BEACON has not adopted an annual budget resolution accompanying the annual approval of the BEACON budget. Based on the recently approved updates to BEACON's budget structure and operating procedures, BEACON Executive Staff is recommending the BEACON Board adopt the attached Budget Resolution to accompany the BEACON Budget for FY 2021-2022. It is the intention of the BEACON staff to bring a Budget Resolution to the Board at the same time as Budget Approval going forward.

The Budget Resolution details the responsibilities and delegated authorities of the BEACON staff and provides a clear process for administering the BEACON Budget through the fiscal year. Staff recommends the Board review and approve the attached Budget Resolution (Exhibit 1).

ITEM 5C
EXHIBIT I

**Resolution No. 2021-4 ratifying the Adopted Budget for
Fiscal Year (FY) 2021-22 and delegating authority to the Auditor-
Controller and Executive Director to take described actions on the FY
2021-22 Adopted Budget**

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

RATIFICATION OF THE ADOPTED BUDGET
FOR FISCAL YEAR (FY) 2021-22 AND
DELEGATION OF AUTHORITY TO THE
AUDITOR-CONTROLLER AND EXECUTIVE
DIRECTOR TO TAKE DESCRIBED ACTIONS
ON THE FY 2021-22 ADOPTED BUDGET

RESOLUTION NO. 2021-4

WHEREAS, BEACON is established under a joint powers agreement (JPA) executed by each of the counties and incorporated cities;

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 Art. II § 2.G);

WHEREAS, BEACON adopts an annual budget to fund its programs;

WHEREAS, BEACON's FY 2021-22 Budget, as amended, is composed of a budget for Fund O025 that includes Unit 5665 Operations and Unit 5668 Grants and Capital Projects;

WHEREAS, on May 21, 2021, BEACON held a public hearing and accepted public testimony prior to the Board adopting the FY 2021-22 Final Budget;

WHEREAS, on July 16, 2021 and September 17, 2021 BEACON held a public hearing and accepted public testimony prior to the Board approving amendments to the 2021-22 Adopted Budget;

WHEREAS, BEACON's FY 2021-22 Budget, as amended, is composed of a budget for Fund O025 that includes Unit 5665 Operations and Unit 5668 Grants and Capital Projects;

WHEREAS, pursuant the JPA section 15, the Ventura County Auditor-Controller, a Member Agency, is the designated Auditor-Controller for BEACON;

WHEREAS BEACON has developed specific duties for its Executive Director, including financial planning and budgeting, and is authorized to engage knowledgeable staff to assist in the implementation of BEACON's objectives (Bylaws, Art. VII, § 1);

WHEREAS the BEACON Board only meets every other month;

WHEREAS to ease the administrative burden and to prevent delays the BEACON Board wishes to delegate authority to the Ventura County Auditor-Controller to take the actions described herein;

WHEREAS, to ease the administrative burden and to prevent delays the BEACON Board wishes to delegate authority to the Executive Director to take the actions described herein, upon review and approval by the Ventura County Auditor-Controller;

WHEREAS, to retain adequate safeguards the BEACON Board wishes to restrict the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to FY 2021-2022 Adopted Budget; and

WHEREAS, to retain adequate safeguards the BEACON Board wishes to direct the Executive Director and/or the Auditor-Controller to update the Board at BEACON's next regularly scheduled meeting following such actions taken as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BEACON BOARD OF DIRECTORS:

1. That the Ventura County Auditor-Controller is authorized, with the approval of the Executive Director, to make adjustments to BEACON's FY 2021-22 Operating Fund balance, if the Fiscal Year 2020-21 actual year-end closing figures for BEACON's Operating Fund differ from the Fiscal Year 2020-21 Final Budget, as follows:
 - A. If the available revenue exceeds the funding requirements for BEACON's Operating Fund, then the surplus revenue shall be applied to the Unassigned Fund Balance; or
 - B. If the funding requirements for the Operating Fund exceed available revenue, then the Contingency Appropriation shall be reduced to balance the Operating Fund.
2. That the Ventura County Auditor-Controller is authorized, with the approval of the BEACON Executive Director, to make the appropriate entries to the Grants and Capital Projects budget (Unit 5668) for ongoing grant programs and capital projects that have not been re-budgeted. The prior-year's unencumbered appropriations and corresponding revenues may be reestablished for the specific grants and capital projects;
3. That the Ventura County Auditor-Controller is authorized to make the necessary adjustments to the Adopted Budget for any budget unit so as to reflect the acquisition of fixed assets within the appropriate budget unit and to properly classify projects between fixed assets and maintenance;
4. That the Executive Director is authorized, with the approval of the Auditor-Controller, to transfer appropriations between object levels within BEACON's Operating unit or Grant and Capital project Budget unit.
5. That when the Executive Director and the Auditor-Controller determine that there has been a clerical error, the Auditor-Controller is authorized to make the necessary budget adjustments accordingly.

BE IT FURTHER RESOLVED THAT to ease the administrative burden and to prevent delays the BEACON Board delegates authority to the Ventura County Auditor-Controller to take the actions described herein;

BE IT FURTHER RESOLVED THAT to ease the administrative burden and to prevent delays the BEACON Board delegates authority to the Executive Director to take the actions described herein, upon review and approval by the Ventura County Auditor-Controller;

BE IT FURTHER RESOLVED THAT to retain adequate safeguards the BEACON Board restricts the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to the FY 2021-2022 Adopted Budget; and

BE IT FURTHER RESOLVED THAT to retain adequate safeguards the BEACON Board wishes to direct the Executive Director and/or the Auditor-Controller to update the Board at BEACON's next regularly scheduled meeting following such actions taken as described herein.

PASSED AND ADOPTED this 19th day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Marc Beyeler, Executive Director

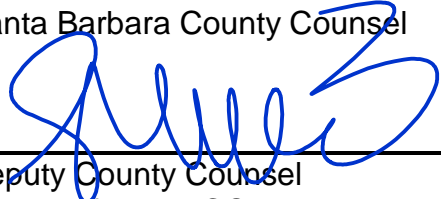
Gregg Hart, Chair
Beach Erosion Authority for Clean
Oceans and Nourishment
BEACON

Date: _____

APPROVED AS TO FORM:
Jeffery S. Burgh
Ventura County Auditor-Controller

APPROVED AS TO FORM:
Rachel Van Mullem
Santa Barbara County Counsel

By: _____
Auditor-Controller for BEACON

By: 

Deputy County Counsel
Counsel for BEACON



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

Matt LaVere
Carmen Ramirez, Vice Chair
County of Ventura

Executive Director
Marc Beyeler

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Ventura Address:
501 Poli St.
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Email:
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Website:
<http://www.beacon.ca.gov>

STAFF REPORT

Meeting Date: November 19, 2021
Agenda Item: 5D

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 2021

Subject: BEACON Contracts and Agreements

RECOMMENDED ACTION:

- i. Approve and authorize the Chair to execute Amendment No. 1 to the Memorandum of Understanding (MOU) with California State University Channel Islands (CSUCI) for technical and scientific services supporting regional sediment management to update the services, to increase the amount by \$75,000 for revised total amount of \$100,000, and to extend the duration by an additional year for a revised period ending June 30, 2023. (Exhibit 1).

DISCUSSION:

BEACON obtains all of its technical services through contracts, agreements, and in the case of CSUCI, Memorandum of Understanding (MOU). Under the MOU, CSUCI provides a range of environmental and ecological data and analysis to BEACON in support of regional sediment management.

BEACON staff wants to expand the work tasks of the MOU to incorporate tasks under the current Prop 68 grant with the California Ocean Protection Council (OPC) to further support improved regional sediment management.

BEACON will be working with a team to implement the Prop 68 planning and research grant, including California Sea Grant at the University of California, San Diego, University of California, Santa Barbara, and the United States Geological Survey (USGS). The BEACON Board approved the other partner agreements at a previous BEACON meeting.

Partnering with California State University is the most cost- and program-effective collaboration for BEACON. CSUCI has the technical and scientific personnel with the most relevant experience and data.

Staff is recommending that the BEACON Board Approve and authorize the Chair to execute Amendment No. 1 to the Memorandum of Understanding (MOU) with California State University Channel Islands (CSUCI) for technical and scientific services supporting regional sediment management increasing the amount \$75,000 for a revised total of \$100,000 and extending the MOU for an additional year with a revised end date of June 30, 2023. (Exhibit 1).

**ITEM 5D
EXHIBIT I**

**Amendment No. 1 to
the Memorandum of Understanding (MOU) with California State University
Channel Islands (CSUCI) for technical and scientific services supporting
regional sediment management to update the services**

Amendment No. 1
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

The **Memorandum of Understanding** 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”), dated May 2021, is **hereby amended (Amendment No. 1”)** as follows:

DURATION is deleted in its entirety and replaced with:

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, 2023.

EXHIBIT A “Services and Budget” is deleted in its entirety and replaced as attached hereto and incorporated by this reference.

Ratifications. The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the MOU. The terms and provisions of the MOU, except as expressly modified and superseded by this Amendment No. 1 are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

Counterparts. This Amendment No. 1 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following page.)

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

CSUCI

By: _____
Name: Barbara Rex
Title: Assistant Vice President for
Budget, Planning and Analysis,
CSU Channel Islands
Date: _____

BEACON

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

Attest:

By: _____
Name: Marc Beyeler
Title: Executive Director, BEACON

Approved as to Form:

Rachel Van Mullem
County Counsel

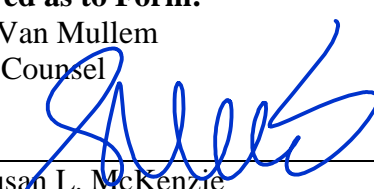
By:  _____
Susan L. McKenzie
Deputy County Counsel,
Counsel for BEACON

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
 - **Regional beach SLR Characterization**
 - **Pilot Beach Typology Analysis**

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 **\$100,000.00 (One Hundred 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.

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

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STAFF REPORT

Meeting Date: November 19, 2021
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director

Date: November 10, 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. There will be no Board discussion except to ask questions or refer matters to Staff; no action will be taken unless listed on a subsequent agenda.

Upcoming January 2021 Meeting Agenda:

- A. Report on BEACON Executive Committee Meeting
- B. BEACON Regional SLR Adaptation Policies Report-Member Agency Presentation
- C. Report on BEACON Communications Activities
- D. Project Updates
- E. BEACON Budget, Grants, and Contracts Actions