



A California Joint Powers Agency

Member Agencies

Al Clark
City of Carpinteria

Kyle Richards
City of Goleta

Vianey Lopez
City of Oxnard

Steven Gama
City of Port Hueneme

Joe Schroeder
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Gregg Hart, Chair
Das Williams
County of Santa Barbara

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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

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

Email:
Office@Beacon.ca.gov

Website:
http://www.beacon.ca.gov

NOTICE MEETING

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND
NOURISHMENT (BEACON)
May 20, 2022**

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

DATE: Friday, May 20, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE (see details below)

The agenda of business to be conducted is below.

**Gregg Hart, Chairperson
BEACON**

In September 2021, the California State Legislature 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.

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

1. You may observe the live meeting of the Board of Directors via Zoom Meeting:

https://us02web.zoom.us/j/89776393275?pwd=qxBqYVswsrDKsFwVY_uy0FQPxZ_Yc.1

Meeting ID: 897 7639 3275

Passcode: 154814

2. You may call in to listen live to the Board of Directors meeting by dialing **1669-900-6833** and then entering the following when prompted:
Meeting ID: 897 7639 3275 and
Passcode: 154814



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 May 19, 2022, or through mail to BEACON at 501 Poli Street, Ventura, Ca 93001 to be received no later than 5:00 p.m. on May 19, 2022. 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 May 19, 2022 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

B. Call to Order, Roll Call and Introductions–Gregg Hart

C. Report on Circumstances of the COVID-19 State of Emergency

1. 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 (Attachment 1), and the Ventura County Health Officer recommendation issued September 21, 2021 (Attachment 2), regarding social distancing.
2. Based on the above findings proceed with this meeting and direct staff to continue to notice and hold hearings as remote hearings consistent with Government Code § 54953(e)(3).



- D. Approval of Agenda and Filing of Certificate of Agenda Posting
- E. Consideration and Approval of Minutes of the BEACON Meeting held on March 18, 2022.

2. Public Comment and Other Matters not on the Agenda

3. Presentations-None

4. Projects –None

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. Appointment of BEACON Special Projects Staff

Recommended Actions:

- i. Receive a Staff Report on Special Projects Staff; and
- ii. Adopt Resolution 2022-1 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2022 (Exhibit 1).

C. BEACON Budget Actions and Financial Reports

Recommended Actions:

- i. Receive and file the Fiscal Year 2021-2022 Budget-to-Actual report for the year-to-date period ending April 30, 2021(Exhibit I).
- ii. Adopt an increase to voting member assessments (membership dues) by 5.1% for Fiscal Year 2022-2023 to provide an additional \$15,511 in revenue. (Exhibit II) (Requires unanimous approval (10/10 vote);
- iii. Upon approval of member assessments, review and approve the Recommended Fiscal Year 2022-2023 Budget (Exhibit III); and
- iv. Adopt Budget Resolution #2022-2 for Fiscal Year 2022-2023 (Exhibit IV)

D. BEACON Contracts and Agreements

Recommended Actions:

- i. Approve and authorize the Chair to execute and Agreement with Ventura County Auditor-Controller's office to provide accounting services in an amount not to exceed \$20,000 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 1);
- ii. Approve and authorize the Chair to execute and Agreement with Santa Barbara County to provide legal services in an amount not to exceed \$12,000 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 2);



May 20, 2022, Board Meeting Agenda

- iii. Approve and authorize the Chair to execute and Agreement with COM3 Consulting Inc. to provide program manager services in an amount not to exceed \$47,630 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 3);
- iv. Approve and authorize the Chair to execute an Agreement with Moss, Levy, Hartzheim to provide financial audit services in an amount not to exceed \$9,750.00 with a period of performance from July 1, 2022 through December 31, 2022 (Attachment 4);
- v. Approve and authorize the Chair to execute an Agreement with UCSD-California Sea Grant to provide support services to the BEACON Science Advisory Committee (SAC) with a period of performance from July 1, 2022 to June 30, 2023 in an amount not to exceed \$20,000 (Attachment 5); and
- vi. Approve and authorize the Chair to execute an Agreement with California State University, Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from July 1, 2022 to June 30, 2023 in an amount not to exceed \$10,000 (Attachment 6).

6. Closed Session

- i. Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).)
- ii. Conference with Labor Negotiators (Gov. Code § 54957.6(a).)
Employee: Executive Director.
Agency-designated representatives: Chair Hart and Deputy County Counsel Susan McKenzie.

7. Executive Director's Report and Communications

The Executive Director will report on recent activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects, including the status of recent BEACON presentations on activities and accomplishments to our member agencies. 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 July Meeting Agenda:

- A. Grants and Contracts Updates
- B. Project Updates
- C. Update on Legislative and State Funding Program



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: May 20, 2022
Agenda Item: 1B

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

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 (Attachment 1), and the Ventura County Health Officer recommendation issued September 21, 2021 (Attachment 2), regarding social distancing.
- ii. Based on the above findings proceed with this meeting and direct staff to continue to notice and hold hearings as remote hearings consistent with Government Code § 54953(e)(3).

DISCUSSION:

In September 2021, the California State Legislature 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 and applies to all Brown Act boards, committees, and commissions. Below summarizes the ongoing declared emergencies related to the COVID-19 pandemic and the current status of community transmission.

Federal and State

On January 31, 2020, the Secretary of Health and Human Services (HHS) declared a public health emergency under section 319 of the Public Health Service Act (42 USC § 247d) in response to COVID-19. On March 13, 2020, the US President declared a national emergency concerning the COVID-19 pandemic which on February 18, 2022 was extended beyond March 1, 2022. On March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by COVID-19 which has been extended beyond March 31, 2022.

Santa Barbara County

On March 12, 2020, the Santa Barbara County Director of Emergency Services proclaimed a Local Emergency as a result of the COVID-19 and the Santa Barbara County Health Officer declared a Local Health Emergency, due to the imminent and proximate threat to public health from the introduction of COVID-19 in Santa Barbara County. Thereafter, on March 17, 2020, the Santa Barbara County Board of Supervisors ratified the Proclamation of a Local Emergency and the Declaration



BEACON Report on Circumstances of the COVID-19 State of Emergency May 20, 2022, BEACON Board Meeting

of a Local Health Emergency which remain in effect. As of February 16, 2022, the Santa Barbara County Public Health Officials continue to recommend 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 (Attachment 1). As of May 10, 2022, Santa Barbara County is categorized as having a “low” level of community transmission by the US Centers for Disease Control and Prevention's four-tiered system. As of May 5, 2022, the Santa Barbara County Public Health Department reports a case rate of 14.59 per 100,000 and a 4.0% testing positivity rate.

Ventura County

On March 12, 2020, the Ventura County Public Health Department declared a local health emergency in response to 1) increased spread of novel coronavirus (COVID-19) across the country 2) in alignment with the Governor of California’s Declared State of Emergency and mass gathering guidance 3) an increase of local cases. Thereafter, on March 17, 2020, the Ventura County Board of Supervisors proclaimed a Local Emergency and ratified and extended the Declaration of a Local Health Emergency which remain in effect.

On September 21, 2021, the Ventura County Public Health Officer recommended “that physical/social distancing measures continue to be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies of the County of Ventura.” (Attachment 2). As of May 10, 2022, Ventura County is categorized as having a “low” level of community transmission by the US Centers for Disease Control and Prevention's four-tiered system. As of May 3, 2022, the Ventura County Public reports a case rate of 11.4 per 100,000 and a 3.1% testing positivity rate.

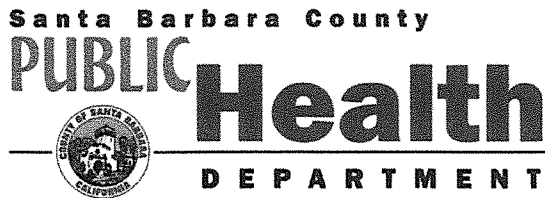
Attachments:

1. Santa Barbara County Health Officials AB 361 Social Distance Recommendation.
2. Ventura County Health Officer recommendation regarding Social Distancing and Continued Remote Meetings of Legislative Bodies.

ITEM 1B

ATTACHMENT 1

**Santa Barbara County Health Officials AB 361 Social Distance
Recommendation**



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*

February 16, 2022

HEALTH OFFICIALS AB 361 SOCIAL DISTANCE RECOMMENDATION

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.

Handwritten signature of Henning Ansorg, MD.

Henning Ansorg, MD
Public Health Officer
County of Santa Barbara

Handwritten signature of Van Do-Reynoso, MPH, PhD.

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

ITEM 1B

ATTACHMENT 2

**Ventura County Health Officer Recommendation Regarding Social
Distancing and Continued Remote Meetings of Legislative Bodies**

To: Board of Supervisors
County Executive Office
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer

Date: September 21, 2021



Re: Recommendation regarding Social Distancing and Continued Remote Meetings of
Legislative Bodies

I strongly recommend that physical/social distancing measures continue to be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies of the County of Ventura.

California Department of Public Health ("CDPH") and the federal Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>). Additionally, the CDC has established a "Community Transmission" metric with 4 tiers designed to reflect a community's COVID-19 case rate and percent positivity. Ventura County currently has a Community Transmission metric of "high" which is the most serious of the tiers.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measure to prevent the disease's spread. Remote meetings of legislative bodies of the County, including but not limited to the Board of Supervisors, are a recommended form of social distancing that allows for the participation of the community, staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies of the County continue to implement 100% remote meetings.

If you have any questions regarding this recommendation, please do not hesitate to contact me.



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STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 1C

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

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

RECOMMENDED ACTION:

Approve and File.



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STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 1D

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

Subject: Consideration and Approval of Minutes of the BEACON Meeting held on March 18, 2022

RECOMMENDED ACTIONS:

Approve and File.

ITEM 1D
ATTACHMENT

Meeting Minutes for March 18, 2022, BEACON Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	1	Call to Order, Roll Call, and Introductions – Chair, Gregg Hart.
Minutes/ Actions:		<p>Directors Present:</p> <ul style="list-style-type: none"> • Gregg Hart (County of Santa Barbara) • Carmen Ramirez (County of Ventura) • Eric Friedman (City of Santa Barbara) • Vianey Lopez (City of Oxnard) • Al Clark (City of Carpinteria) • Steven Gama (City of Port Hueneme) <p>Directors Not Present:</p> <ul style="list-style-type: none"> • Das Williams (County of Santa Barbara) • Matt LaVere (County of Ventura) • Kyle Richards (City of Goleta) • Joe Schroeder (City of Ventura)
Item	1B	<p>Report on Circumstances of the COVID-19 State of Emergency</p> <p>Recommended Actions:</p> <p>i. Receive and file:</p> <ol style="list-style-type: none"> 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 February 16, 2022, and the Ventura County Health Officer recommendation issued September 21, 2021, regarding social distancing (Attachment) <p>ii. Based on the findings above provide direction to staff to meet via teleconference for the next meeting.</p>
Minutes/ Actions:		<p>Legal Counsel, Susan McKenzie explained that we remain under local and State emergency and that Santa Barbara County and Ventura County Health Officials continue to recommend social distancing. The Board has discretion to continue meeting virtually.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Director Ramirez recommended continuing with virtual meetings. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously the Recommended Action. Moved by Ramirez / Second by Friedman.</p>
Item	1C	Approval of Agenda and Filing of Certificate of Agenda Posting
Minutes/ Actions:		<p>Action: Approve and file.</p> <p>The agenda was unanimously approved by the Board. Moved by Gama / Second by Friedman</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	1D	Consideration and Approval of Minutes of the BEACON Meeting held on November 19, 2021. Action: Approve and file.
Minutes/ Actions:	The Board approved unanimously the Recommended Action. Moved by Friedman / Second by Gama	

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.	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	3	<p>Presentations – Chumash Heritage National Martine Sanctuary</p> <p>A. Naval Base Ventura County</p> <p>Recommended Action:</p> <p>Receive a report on from Navy Base Ventura County on their on-going coastal and wetland restoration and climate and sea level rise adaptation efforts</p>
Minutes/ Actions:		<p>Executive Director, Marc Beyeler introduced Valeria Vartanian Natural Resources Manager for Naval Base Ventura.</p> <p>Valerie Vartanian made a PowerPoint presentation on the impacts of climate change on the Naval Base. The presentation will be posted to the BEACON Website.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Director Gama asked how much time does it take for sand from Port Hueneme Beach to migrate to the Naval Base? When PH Beach has a sand deficit then this has a ripple effect downcoast and on the Naval Base. • Valerie Vartanian responded that it appears to take 2 years for sand from PH Beach to migrate to the base, but it is very complicated and variable. The other issue is the reduction in amount of sediment coming from Ventura and Santa Clara Rivers that feed PH Beach. So, PH Beach automatically working in a deficit condition. • Director Gama indicated that BEACON has calculated a 30M CY sand deficit in the littoral cell. Mr. Gama also indicated that he did a tour of the base in 2019 and watch the revetement reconstruction operation. • Director Clark asked if Valerie was aware of a Harbor Seal colony near to Magu and who he could contact to determine the health of a seal rookery? The Carpinteria rookery is declining, and we need advice. • Valerie Vartanian responded that they have an active rookery with 200 seals and approx. 20 pups each year. She will provide contact info for some who can advise. • Director Ramirez indicated that the recently signed Federal Budget provided \$15M for dredging of harbors which could help the Channel Islands Dredging operation. • Chair Hart thanked Valerie Vartanian. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>BOARD ACTION: Receive and File report.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	3	<p>Presentations – Chumash Heritage National Martine Sanctuary</p> <p>B. Smart Coast California</p> <p>Recommended Action:</p> <p>Receive a presentation from Smart Coast California, a 501(c)(6) established in 2019 to promote property rights and smart land use policies affecting the California coast.</p>
Minutes/ Actions:		<p>Executive Director, Marc Beyeler introduced Krista Pleiser and Marta Brown, co-founders of Smart Coast California.</p> <p>Krista Pleiser and Marta Brown made a PowerPoint presentation regarding issues related to Sea Level Rise and the protection of coastal properties. The presentation will be posted to the BEACON Website.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Director Friedman asked what can local government do to remove the boarders from local government? • Krista Pleiser responded that the Coastal Commission is one border, and another is funding. Also, though the League of Cities discussions can occur regarding implementation of soft protections like offshore reefs. Such protections would be cheaper than purchasing new property. • Director Friedman indicated that SB1078 provides a revolving loan that could be tapped into by coastal property owners. The downside is that the loan has to be paid back. There is the potential for a grant instead of a loan. • Director Friedman continued that there needs to an overarching approach to property protection and/or compensation irrespective if it was constructed prior to 1977 or later. • Director Gama reminded the Board that BEACON was at one time heavily involved in the Oil Piers Offshore Artificial Reef Project. • Director Clark indicated that he hoped offshore reefs could be considered. The City of Carpinteria is a small city that could be faced with a considerable managed retreat scenario without some form of soft or hard protection. However, we will need Federal involvement. • Krista Pleiser indicated that Smart Coast California is seeking Federal input from all over the Country. The Federal Government still uses very old regulations. For example, many regulations are based on East Coast sand grain size. • Chair Hart thanked Krista and Marta and indicated that this discussion will be continued. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>BOARD ACTION: Receive and File report.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5A	BEACON Organization and Program - Board Members Reports.
Minutes/ Actions:		<ul style="list-style-type: none"> • Director Friedman reported that at the Local Governments Workshop with Coastal Commission AB2593 was discussed. The Bill requires any public project in the Coastal Zone to pay into a fee. • Director Gama recommended a mini-sand summit. He questioned whether the Channel Islands Dredging Project was going to run into Air Quality credit thresholds if additional funds were secured for the operation.

Item	5B	BEACON Organization and Program - Report on Executive Committee Bylaws Recommended Action: Review and approve the amended Executive Committee Bylaws (requires a 2/3 majority vote of the Board of Directors) to require performance and organizational review no more frequently than every other year (biennially) and to revise the Executive Committee meeting schedule to indicate two regular meetings per year while deleting the specific references to meetings in December and May (Exhibit 1).
Minutes/ Actions:		<p>This item was continued to a future Board Meeting.</p> <p>BOARD ACTION: None.</p>

Item	5C	BEACON Organization and Program - BEACON Budget Actions and Financial Reports Recommended Actions: i. Receive and file Recommended Fiscal Year 2022-2023 Budget (Exhibit I). ii. Receive and file proposed increase to Fiscal Year 2022-2023 Membership Dues (Exhibit II).
Minutes/ Actions:		<p>Executive Director Bayeler explained that this item will present the recommended draft budget for FY22-23 and have the Board consider a modest increase in Membership Dues.</p> <p>The Executive Director indicated that the proposed draft budget was based on a 3-year projected budget which encompasses grant funding and expenditures. The proposed increase in Membership Dues is purely based on a cost-of-living increase and approval of this at the May Board Meeting will require 10 votes. Mr. Beyeler indicated that there are three main drivers to the budget:</p> <ul style="list-style-type: none"> • Do not spend more than we raise each. • We have reserves for match grant funds. • We understand that Member Agencies have their own budget challenges. <p>Board Members Comments and Responses:</p> <ul style="list-style-type: none"> • Chair Hart thanked Mr. Beyeler and emphasized that we need full attendance at the May Board Meeting for consideration of the Membership Dues increase. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>BOARD ACTION: Receive and File report.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	6	Executive Director's Report and Communications
Minutes/ Actions:		<p>Executive Director Beyeler reported on the following items:</p> <ul style="list-style-type: none"> • The Executive Director and Chair Hart (as available) are attempting to schedule BEACON presentations to all Member Agencies between now and the beginning of the Fiscal Year. Assistance in getting on Council and Board Agenda's may be required from Member Agency Directors. • BEACON staff are encouraging Board Members and Alternates to complete the Form 700 for calendar year 2021. The dues date is April 1, 2022. Staff is also working with Members Agency Clerk's Office to determine the term of Director assignments. • Staff are working with Member Agencies to identify potential projects to apply for the relatively large amount of State funding available for coastal projects. • At the May or July Board Meeting Staff we bring back to the Board a summary of SLR adaptation presentations and identify regional elements towards which BEACON can contribute. • As discussed earlier in the agenda, at the May Board Meeting, Staff will present the Budget for FY 22-23 and request approval for a cost-of-living increase in the annual Membership Dues. <p>Board Members Comments and Responses:</p> <ul style="list-style-type: none"> • None.

**Adjourn to next regular meeting May 20, 2022, at 9:00 AM by Teleconference or Video Conference.
Meeting Minutes by Gerald Comati, Program Manager, BEACON.**



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Joe Schroeder
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Gregg Hart, Chair
Das Williams
County of Santa Barbara

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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

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

Email:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



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: May 20, 2022
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

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

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STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 5B

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

Subject: Appointment of BEACON Special Projects Staff

RECOMMENDED ACTIONS:

- i. Receive a Staff Report on Special Projects Staff; and
- ii. Adopt Resolution 2022-1 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2023 (Exhibit 1).

DISCUSSION:

Until May 2020, Brian Brennan served as BEACON's Executive Director and was involved in several important ongoing BEACON projects. Upon his retirement, he continues to assist BEACON executive staff on a select number of important BEACON projects. Mr. Brennan possesses unique knowledge and understanding of the projects and has extensive experience working with project partners that is invaluable in successfully completing the projects. In order to continue BEACON implementation actions, BEACON staff require the assistance of Mr. Brennan.

Without a formal appointment, however, Mr. Brennan does not have full access to BEACON project documents and internal communications.

In order to be effective in providing assistance, Mr. Brennan requires access to the full range of project communications. It is the desire of BEACON Executive Director to continue Mr. Brennan's involvement in certain BEACON projects to assist BEACON staff on essential project tasks for a period until June 30, 2023. BEACON executive staff is recommending the BEACON Board appoint Mr. Brennan as a Special Projects Volunteer Staff.

ITEM 5B
EXHIBIT 1

**Resolution #2022-1 Appointing Brian Brennan as Special Projects Volunteer
Staff**

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

APPOINTING BRIAN BRENNAN AS SPECIAL
PROJECTS VOLUNTEER STAFF

RESOLUTION NO. 2022-1

WHEREAS the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) desires to define the relationship of Brian Brennan to the agency for assisting in project development and implementation of select projects;

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

WHEREAS BEACON is charged with developing and implementing regional sediment management, beach and coastal restoration projects (JPA § 3, 5.d., 5.e.; Bylaws, Art. 1, § 3.B.);

WHEREAS BEACON established the Beach Shoreline San Supply and Public Access Fund in 2014;

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 engage knowledgeable staff to assist in the implementation of BEACON projects (Bylaws, Art. VII, § 1);

WHEREAS Brian Brennan has demonstrated specialized knowledge of BEACON projects and has extensive relationships with BEACON project partners which are invaluable in successfully implementing BEACON projects.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT BEACON appoints Brian Brennan as a Special Projects Volunteer Staff.

PASSED AND ADOPTED this 20th day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

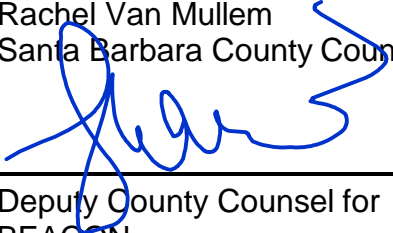
Marc Beyeler, Executive Director

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

Date: _____

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

By:



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

Matt LaVere
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County of Ventura

Executive Director
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Email:
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STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 5C

To: BEACON Board of Directors
From: BEACON Executive Director
Date: May 12, 2022

Subject: BEACON Budget Actions and Financial Reports

RECOMMENDATION ACTIONS:

- i. Receive and file the Fiscal Year 2021-2022 Budget-to-Actual report for the year-to-date period ending April 30, 2021(Exhibit I).
- ii. Adopt an increase to voting member assessments (membership dues) by 5.1% for Fiscal Year 2022-2023 to provide an additional \$15,511 in revenue. (Exhibit II) (Requires unanimous approval (10/10 vote);
- iii. Upon approval of member assessments, review and approve the Proposed Final Fiscal Year 2022-2023 Budget (Exhibit III); and
- iv. Adopt a Budget Resolution # 2022-2 for Fiscal Year 2022-2023 (Exhibit IV)

DISCUSSION:

Recommendation i:

Staff regularly present summaries of the status of budgeted expenditures to actual expenditures throughout the fiscal year. Staff present this information to the Board and as part of our efforts to track spending through the year. Staff is recommending the Board receive and file the attached report.

Recommendation ii:

The Recommended Budget for FY 2022-23 includes a total operations budget of \$328,100. The increase for this year in expenditures is primarily due to the cost of the biennial financial audit and the cost of performing an organizational and program performance evaluation. At the same time, many services required by BEACON are increasing including insurance costs, financial audit costs, and project technical, professional, and communications consulting fees. Nonetheless, planned annual operating expenditures retain the BEACON fund balance at current levels.

Recommendation iii:

For the current fiscal year 2022-23 Budget, staff recommends a limited increase in dues based on the Cost of Living. For the current Fiscal Year 2021-22, the Board approved a 1.4 % Cost of Living increase for the budget year. For the proposed FY 2022-23 budget, staff is again requesting limiting any increase in dues to a Cost of Living increase, in this case 5.1%. This increase will provide BEACON with an additional \$15,511 in revenue. The increase is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services (Exhibit II).



BEACON Budget Actions and Financial Reports
May 20, 2022, BEACON Board Meeting

BEACON Executive Staff is recommending that the members' dues increase for the coming Fiscal Year be limited to a Cost of Living (COL) increase only. Furthermore, to allow member agencies to budget for the proposed increase, a letter will be sent to all member agencies to notify them of the recommended increase. At the May 2022 BEACON Board meeting, we will request the Board consider the approval of the Budget for FY 2022-23, including the member dues increase. Approval of a member dues increase will require unanimous consent of the Board (10/10).

Recommendation vi:

FY 21-22 was the first time the BEACON Board approved a Budget Resolution. Staff is recommending that the BEACON Board approve the proposed Budget Resolution for the coming fiscal year. The Budget Resolution provides clarity on the roles and responsibilities of the BEACON Board of Directors and importantly, BEACON Staff, including Executive and Program Staff, and the Staff of the Ventura County Auditor-Controller's Office.

Exhibits:

- I. BEACON Budget to Actuals
- II. BEACON Proposed Membership Dues FY 2022-23
- III. BEACON Proposed Budget for FY 2022-23
- IV. Budget Resolution

**ITEM 5C
EXHIBIT I**

FY 2021-22 Budget -to-Actual Report for Year-to-Date Ending April 30, 2022

**BEACON FUND 0025
YEAR TO DATE UNADJUSTED BUDGET TO ACTUAL FY 2021-22
FOR THE MONTH ENDING APRIL 2022**

	Unit	Account	BUDGET		
			Adopted Budget	Budget Mod	Revised Budget
FUND 0025 - UNASSIGNED FUND BALANCE					
Fund Balance					
Appropriation of Fund Balance		5950	-	-	-
Subtotal - Unassigned Fund Balance			-	-	-

ACTUAL YTD			
Actual	Encumbered	Total	
		Revenue/Obligation	Variance
227,213		227,213	227,213
227,213	-	227,213	227,213

REVENUE - OPERATIONS DIVISION 5665					
	Unit	Account			
Revenue					
Operating Revenue:					
Investment Income (Interest Earnings)	5665	8911	2,000		2,000
Other Governmental Agencies (Membership Dues)	5665	9371	304,159		304,159
Grant and Project Revenue	5665	9252	323,934	(323,934)	-
Subtotal - Operating Revenue:			630,093	(323,934)	306,159

893		893	(1,107)
304,159		304,159	-
-		-	-
305,052	-	305,052	(1,107)

EXPENDITURES - OPERATIONS DIVISION 5665					
Operating Expenses (Overhead):					
Insurance	5665	2072	3,800		3,800
Memberships and Dues	5665	2131	2,000		2,000
Miscellaneous Expense	5665	2159	25,700	(25,000)	700
Graphics Charges (This was a billing error & a credit was issued 01/22)	5665	2166			
Technical Services	5665	2183	399,034	(286,526)	112,508
Attorney Services	5665	2185	12,000		12,000
Other Professional & Specialized Services	5665	2199	156,900	(2,408)	154,492
Education Conference and Seminars - (Registration fees for conferences)	5665	2273	2,500		2,500
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292	1,000		1,000
Subtotal - Operating Expenses:			602,934	(313,934)	289,000

4,715		4,715	(915)
850		850	1,150
287		287	413
-		-	-
43,553	46,947	58,982	53,526
2,660	9,340	12,000	-
111,695	44,949	156,644	(2,152)
-		-	2,500
-		-	1,000
163,760	101,235	233,478	55,522

Contingencies:					
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101	27,159	(10,000)	17,159
Subtotal - Contingencies:			27,159	(10,000)	17,159

-		-	17,159
-		-	-

SURPLUS / (DEFICIT) IN OPERATIONS DIVISION			-	-	-
---	--	--	---	---	---

141,292		71,574	
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REVENUE - GRANTS DIVISION 5668					
	Unit	Account			
Grant and Project Revenue:					
Grant Funding (OPC Grant for Debris Basin Modification Project)	5668	9252		533,080	533,080
Grant Funding (OPC Grant - Surfer's Point Project)	5668	9252		101,112	101,112
Grant Funding (OPC Grant - RSM/SLR Adaptation)	5668	9252		440,800	440,800
Subtotal - Grant and Project Revenue:			-	1,074,992	1,074,992

(4,284)		(4,284)	(537,364)
79,885		79,885	(21,227)
		-	(440,800)
75,601	-	75,601	(999,391)

EXPENDITURES - GRANTS DIVISION 5668					
Grant Funding Expenditures:					
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3	5668	2183		20,000	20,000
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2, 3, 4, 5, 6, 7) - SB County Flood Control	5668	2183		513,080	513,080
OPC Grant - Debris Flow Modification Project:			-	533,080	533,080
Engineering and Tech Surveys - OPC Grant - Surfer's Point Project - City of Ventura	5668	2183		101,112	101,112
OPC Grant - Surfer's Point Project:			-	101,112	101,112
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199		19,958	19,958
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183		420,842	420,842
OPC Grant - RSM/SLR Adaptation:			-	440,800	440,800
Subtotal - Grant Funding Expenditures:			-	1,074,992	1,074,992

2,610	7,390	10,000	10,000
	30,000	30,000	483,080
2,610	37,390	40,000	493,080
98,231	2,246	100,477	635
98,231	2,246	100,477	635
14,500	5,458	19,958	-
8,233	207,165	215,398.00	205,444
22,733	212,623	235,356	205,444
123,574	252,259	375,833	699,159

SURPLUS / (DEFICIT) IN GRANTS DIVISION			-	-	-
---	--	--	---	---	---

(47,973)		(300,232)	
-----------------	--	------------------	--

FUND 0025 - COMBINED					
TOTAL REVENUE			630,093	751,058	1,381,151
TOTAL FINANCING SOURCES			630,093	751,058	1,381,151
TOTAL EXPENDITURES			630,093	751,058	1,381,151

380,653	-	380,653	(1,000,498)
607,866	-	607,866	(773,285)
287,335	353,494	609,311	754,681

Net Income/(Loss)			-	-	-
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93,318			
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Ending Unassigned Fund Balance

320,532

**ITEM 5C
EXHIBIT II**

Proposed Membership Dues FY 2022-23

Fiscal Year 2022-2023
BEACON Proposed Membership Dues

Entity	Fiscal Year 2019-20	Board Approved Increase 100.00%	Fiscal Year 2020-21	CPI Increase 1.40%	Fiscal Year 2021-22	CPI Increase 5.10%	Proposed Fiscal Year 2022-23
County of Ventura	\$ 24,995.00	\$ 24,995.00	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00
County of Santa Barbara	24,995.00	24,995.00	49,990.00	\$ 700.00	50,690.00	\$ 2,585.00	53,275.00
City of Santa Barbara	20,830.00	20,830.00	41,660.00	\$ 583.00	42,243.00	\$ 2,154.00	44,397.00
City of Oxnard	20,830.00	20,830.00	41,660.00	\$ 583.00	42,243.00	\$ 2,154.00	44,397.00
City of Buenaventura	20,830.00	20,830.00	41,660.00	\$ 583.00	42,243.00	\$ 2,154.00	44,397.00
City of Carpinteria	12,500.00	12,500.00	25,000.00	\$ 350.00	25,350.00	\$ 1,293.00	26,643.00
City of Port Hueneme	9,615.00	15,385.00	25,000.00	\$ 350.00	25,350.00	\$ 1,293.00	26,643.00
City of Goleta	12,500.00	12,500.00	25,000.00	\$ 350.00	25,350.00	\$ 1,293.00	26,643.00
	\$ 147,095.00	\$ 152,865.00	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00

CPI for All Urban Consumers (CPI-U)															
12-Month Percent Change															
Series Id:		CUURS49ASA0													
Not Seasonally Adjusted															
Series Title:		All items in Los Angeles-Long Beach-Anaheim, CA,													
Area:		Los Angeles-Long Beach-Anaheim, CA													
Item:		All items													
Base Period:		1982-84=100													
Years:		2011 to 2021													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	1.8	2.3	3.0	3.3	3.1	2.9	2.4	2.4	3.1	2.8	3.0	2.2	2.7	2.7	2.6
2012	2.1	2.1	2.0	1.5	1.6	1.6	1.9	2.3	2.2	3.0	2.1	1.9	2.0	1.8	2.3
2013	2.0	2.2	1.3	0.9	1.0	1.4	1.3	0.8	0.6	-0.1	0.4	1.1	1.1	1.5	0.7
2014	0.8	0.5	1.0	1.4	1.7	1.8	2.0	1.8	1.7	1.4	1.3	0.7	1.3	1.2	1.5
2015	-0.1	0.1	0.5	0.5	1.1	0.8	1.4	1.1	0.7	1.0	1.6	2.0	0.9	0.5	1.3
2016	3.1	2.4	1.7	2.0	1.4	1.8	1.1	1.4	1.9	2.2	1.8	2.0	1.9	2.1	1.7
2017	2.1	2.7	2.7	2.7	2.5	2.2	2.5	2.8	3.1	3.1	3.6	3.6	2.8	2.5	3.1
2018	3.5	3.6	3.8	4.0	4.1	4.0	3.9	3.9	3.9	4.1	3.6	3.2	3.8	3.8	3.8
2019	3.2	2.5	2.7	3.3	3.1	3.3	3.3	3.0	3.0	3.2	3.2	3.0	3.1	3.0	3.1
2020	3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6	1.9	1.4
2021	0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8	2.6	5.1

Extract Source: https://data.bls.gov/timeseries/CUURS49ASA0&output_view=pct_12mths

**ITEM 5C
EXHIBIT III**

Recommended Budget for FY 2022-23

BEACON PROPOSED BUDGET FOR FY 2022-23

Fund O025	Division/ Unit Code	Account Code	FY 2020-21 Actual	FY2021-22 Adjusted Budget	FY 2021-22 Estimated Actual	FY 2022-23 Proposed Budget
FINANCING SOURCES						5.1% CPI - Dues Increase
Fund Balance						
Appropriation of Fund Balance			-	-	-	-
Revenue						
Operating Revenue:						
Investment Income	5665	8911	1,482	2,000	1,150	1,150
Membership Dues	5665	9371	299,960	304,159	304,159	319,670
City of Ventura - Reimbursement	5665	9371	5,250		-	-
Contributions and Donations	5665	9770	-		-	-
Subtotal - Operating Revenue:			306,692	306,159	305,309	320,820
Grant and Project Revenue:						
Grant Funding (OPC Grant for Debris Basin Modification Project)	5668	9252		533,080	4,295	-
Grant Funding (OPC Grant - Surfer's Point Project)	5668	9252		101,112		-
Grant Funding (OPC grant- RSM/SLR Adaptation)	5668	9252		440,800	19,958	-
Coastal Comission Mitagation Fees (Mondo's Cove Public Access Stairway Project)	5668	9252				-
Subtotal - Grant and Project Revenue:			-	1,074,992	24,253	-
Total - Revenue:			306,692	1,381,151	329,562	320,820
TOTAL FINANCING SOURCES			306,692	1,381,151	329,562	320,820
EXPENDITURES						
Operating Expenses (Overhead):						
Communications & Outreach	5665	2031			-	-
Insurance	5665	2072	3,742	3,800	4,715	5,100
Memberships and Dues	5665	2131	875	2,000	500	2,000
Misc. Expense	5665	2159	1,989	700	413	-
Auditor-Accounting Services	5665	2199	-			20,000
Audit-Biannual Audit	5665	2199				10,000
Technical Services	5665	2183	72,624	115,058	115,058	100,000
Attorney Services	5665	2185	17,360	12,000	12,000	12,000
Other Professional & Specialized Services	5665	2199	204,839	151,942	151,942	162,000
Education Conference and Seminars - (Registration fees for conferences)	5665	2273	921	2,500	2,000	2,000
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292		1,000	1,000	1,500
Subtotal - Operating Expenses:			302,350	289,000	287,628	314,600
Grant Funding Expenditures:						
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3	5668	2183		20,000	4,295	-
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2, 3, 4, 5, 6, 7) - SB County Flood Control	5668	2183		513,080	-	-
OPC Grant - Debris Flow Modification Project:			-	533,080	4,295	-
Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	5668	2183		101,112		-
OPC Grant - Surfer's Point Project:			-	101,112	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199		19,958	19,958	-
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183		420,842		-
OPC Grant - RSM/SLR Adaptation:			-	440,800	19,958	-
Subtotal - Grant Funding Expenditures:			-	1,074,992	24,253	-
Contingencies:						
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101		17,159		-
Subtotal - Contingencies:			-	17,159	-	6,220
TOTAL EXPENDITURES			302,350	1,363,992	311,881	320,820
Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]			4,342	17,159	17,681	0

Fund O025 - Beginning Fund Balance \$ 206,624 \$ 227,213 227,213 **244,894**

Fund O025 - Ending Fund Balance \$ 227,213 \$ 244,372 244,894 **244,894**

**ITEM 5C
EXHIBIT IV**

Budget Resolution #2022-2 for FY 2022-23

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

ADOPTING THE BUDGET FOR FISCAL YEAR (FY) 2022-2023 AND DELEGATION OF AUTHORITY TO THE AUDITOR-CONTROLLER AND EXECUTIVE DIRECTOR TO TAKE DESCRIBED ACTIONS ON THE FY 2022-23 ADOPTED BUDGET

RESOLUTION NO. 2022-2

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, the BEACON Board of Directors (Board) adopts an annual budget in order to fund its programs;

WHEREAS, on March 18, 2022, at its regularly scheduled meeting, the Board held a public hearing and accepted public testimony on the Recommended FY 2022-2023 Budget;

WHEREAS, on May 20, 2022, at its regularly scheduled meeting, BEACON held a second public hearing and accepted public testimony on the Recommended FY 2022-2023 Budget;

WHEREAS, the May 20, 2022 public hearing on the Recommended FY 2022-2023 Budget has now been closed;

WHEREAS, the Board deliberated on and reviewed the Recommended FY 2022-2023 Budget with regard to revisions of, deductions from, or increases or additions to the Recommended Budget with each such revision, addition, or deletion having been provided to the Board in writing prior to the close of the May 20, 2022 public hearing;

WHEREAS, the Board finds that the Recommended FY 2022-2023 Budget supports BEACON's programs and supplies it with sufficient resources necessary to fulfill its duties and obligations;

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 FY 2022-23 Adopted Budget for Fund O025 includes Unit 5665 Operations and Unit 5668 Grants and Capital Projects;

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 2022-23 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 that the Board of Directors adopts the Recommended FY 2022-2023 Budget as submitted on May 20, 2022, together with any revisions, deductions, increases, or additions as specified in the deliberations and motions of the Board thereon and as set forth in the budget detail information in the record and made a part hereof, as the FY 2022-23 Adopted Budget for BEACON;

BE IT FURTHER RESOLVED, the Board delegates to the Executive Director of BEACON the authority to use the budgeted funds for their intended purpose or to make budget adjustments within the parameters set forth below, when deemed reasonably necessary;

BE IT FURTHER RESOLVED:

1. That the County Auditor-Controller is authorized, with the approval of the Executive Director, to make adjustments to the FY 2022-23 Adopted Budget Fund O025 fund balance, if the Fiscal Year 2021-22 actual year-end closing figures for BEACON's Fund O025 differ from the Fiscal Year 2021-22 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 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 FY 2022-23 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 5665 or Grant and Capital project Unit 5668;
 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 2022-23 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 20th day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Marc Beyeler, Executive Director

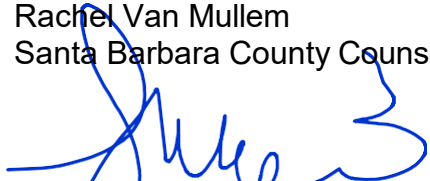
Gregg Hart, Chair
Beach Erosion Authority for Clean
Oceans and Nourishment
BEACON

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

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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

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

Email:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 5D

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

Subject: BEACON Contracts and Agreements

RECOMMENDED ACTIONS:

- i. Approve and authorize the Chair to execute an Agreement with Ventura County Auditor-Controller's office to provide accounting services in an amount not to exceed \$20,000 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 1);
- ii. Approve and authorize the Chair to execute an Agreement with Santa Barbara County to provide legal services in an amount not to exceed \$12,000 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 2);
- iii. Approve and authorize the Chair to execute an Agreement with COM3 Consulting Inc. to provide program manager services in an amount not to exceed \$47,630 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 3);
- iv. Approve and authorize the Chair to execute an Agreement with Moss, Levy, Hartzheim to provide financial audit services in an amount not to exceed \$9,750 with a period of performance from July 1, 2022 through December 31, 2022 (Attachment 4);
- v. Approve and authorize the Chair to execute an Agreement, with UCSD-California Sea Grant to provide support services to the BEACON Science Advisory Committee (SAC) with a period of performance from July 1, 2022 to June 30, 2023 in an amount not to exceed \$20,000 (Attachment 5); and
- vi. Approve and authorize the Chair to execute an Agreement, with California State University, Channel Islands (CSUCI) to provide research and technical regarding regional sediment management and regional climate adaptation with a period of performance from July 1, 2022 to June 30, 2023 in an amount not to exceed \$10,000 (Attachment 6).

DISCUSSION:

Since BEACON has no employees, all functions are carried out by either member agencies' staff or contract consultants. The agency provided services are from Ventura County Auditor-Controller's Office for accounting services and from the County of Santa Barbara for legal services. The consultant positions include BEACON's Program Manager. (The Board will separately be discussing the performance and contract with the Executive Director and action on this contract will be presented to the Board as a separate item). In addition, agreements include continuing support for the BEACON Science Advisory Committee (SAC) and research and technical support to assist BEACON in its program planning.



BEACON Contracts and Agreements
May 20, 2022, BEACON Board Meeting

The proposed contracts and agreements provide BEACON with individuals and agency resources uniquely qualified to provide necessary support services and their knowledge and understanding of BEACON is extensive. For these reasons, their continued use during FY 22-23 is recommended.

For FY 22-23, BEACON expects to focus on the following activities:

- Coordination with BEACON member agencies regarding coastal issues and strategies focused on the integrated implementation of regional sediment management and regional climate and Sea-Level Rise adaptation planning;
- Implementation of BEACON's Strategic Plan Implementation Work Plan;
- Coordination of the Science Advisory Committee and implementation of its Research Agenda;
- Implementation fundraising and final construction for the Surfers Point Project Phase 2;
- Continued implementation of the Santa Barbara County Debris Basin Project and support Santa Barbara County Flood Control.
- Implementation of permitting, fundraising and construction for the Mondo's Cove Stairway Access Project.
- Development of baseline technical and program information to support a new South-Central Coast Beach Enhancement Program (SCCBEP); and
- Pursue grant funding to implement an amendment to BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address SLR and Climate Change.

ITEM 5D
Attachment 1

**FY 2022-23 Agreement with Ventura County Auditor-Controller's Office to
Provide Accounting Services**

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 2022-23**

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2022, to and including June 30, 2023. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this Agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
 - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.
 - b. **Other Accounting Services.** Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance through an Amendment in accordance with Section 8 to this Agreement.
 - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by internal exchange transaction.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2022-23

4. Fiscal year 2022-23 Agreement Costs. Accounting services costs for FY2022-23 are not to exceed \$20,000 for accounting services identified in Section 2. County agrees to notify BEACON if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$20,000 those costs will be authorized for reimbursement through an Amendment of the not to exceed amount or through an Amendment indicating that excess actual costs will be paid in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2022-23

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2022.

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

BEACON, a California Joint Powers
Agency

By:

Name: _____
Jeffery S. Burgh
Title: Auditor-Controller
Date: _____

By:

Name: _____
Gregg Hart
Title: Chair, BEACON
Date: _____

Attest:

By:

Name: _____
Marc Beyeler
Title: Executive Director
Date: _____

Approved as to Form:
Rachel Van Mullem
County Counsel

By:

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

ITEM 5D
Attachment 2

FY 2022-23 Agreement with Santa Barbara County to Provide Legal Services

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

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2022, to and including June 30, 2023. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 4 of this Agreement and as agreed to by both Parties. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the County Counsel's Office, shall provide legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
 - a. Counsel Services. Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the County effective during the term of the Agreement. The current rate is \$150.00.
 - b. Billing. The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County.
4. **Fiscal year 2022/2023 Agreement Costs.** Legal services costs for 2022/2023 are projected to be \$12,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not

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

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2022.

Attest:
Clerk of the Board
Mona Miyasato
County Executive Officer

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

By: _____
Deputy

By: _____
Name: Joan Hartmann
Title: Chair, Board of Supervisors
Date: _____

Recommended for Approval:
Rachel Van Mullem
County Counsel

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

By: _____
Department Head

By: _____

Approved as to Form:
Risk Management

By: _____
Deputy

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2022.

BEACON, a California Joint Powers Agency

By: _____
Name: Gregg Hart
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Marc Beyeler
Title: Executive Director

ITEM 5D
Attachment 3

**FY 2022-23 Agreement with COM3 Consulting, Inc. for Program Manager
Services**

Agreement Between

COM3 Consulting Inc.

and

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

for

**Project Management Services
FY 2022-2023**



THIS AGREEMENT, made and entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and COM3 Consulting Inc., a California Corporation, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render professional and technical services for project management assistance to the BEACON in the implementation of beach enhancement projects during Fiscal Year 2022-2023.

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

I. Agreement Organization and Content

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

II. Services to be Performed by CONSULTANT

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

III. Term of Agreement

CONSULTANT shall begin performance of the Services on July 1, 2022 and shall complete the Services on June 30, 2023. The term of the Agreement may be extended by Amendment to this Agreement.

IV. Compensation

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

Total compensation and cost reimbursements paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$47,630.

V. Assignment and Subcontracting

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

VI. Changes to Agreement

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

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

VII. Staffing

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

VIII. Termination of Agreement for Convenience

BEACON may terminate this Agreement at any time by giving notice to the CONSULTANT of such termination, and the effective termination date, at least thirty (30) days before the effective date of such

termination. In such event, all finished or unfinished documents and other materials shall, at the option of BEACON, become its property. If this Agreement is terminated by BEACON, as provided herein, the CONSULTANT shall be reimbursed for expenses incurred and receive compensation earned prior to the termination date in accordance with the payment structure set forth in Appendix "B".

IX. Termination of Agreement for Cause

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

X. Responsibility of CONSULTANT

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

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

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

XI. Indemnity

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

XII. Insurance

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

- A. Workers' Compensation Insurance with an insurance company acceptable to BEACON. Statutory Workers' Compensation and Employer's Liability Insurance, with limits of at least One

Million Dollars (\$1,000,000.00) shall cover all employees while performing any work incidental to the performance of this Agreement.

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

XIII. Force Majeure

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

XIV. Equal Employment Opportunity and Nondiscrimination

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

- A. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin or physical handicap in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Code of Federal Regulations, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

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

XV. Records, Audits, and Review

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

XVI. Notices

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

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

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

XVII. Severability

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

XVIII. Ownership of Drawings and Data

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

XIV. Fee Retention

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

XX. Independent Consultant

It is mutually understood and agreed that CONSULTANT (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to BEACON and not as an officer, agent, servant, employee, joint venturer, partner, or associate of BEACON. Furthermore, BEACON shall have no right to control, supervise, or direct the manner or method by which CONSULTANT shall perform its work and function. However, BEACON shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT understands and acknowledges that it shall not be entitled to any of the benefits of a BEACON employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONSULTANT shall be solely responsible and save BEACON harmless from all matters relating to payment of CONSULTANT's employees, including compliance with Social Security withholding and all other regulations governing such matters.

XXI. California Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Any litigation regarding this Agreement or its contents

shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

XXII. Headings

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

XXIII. Remedies Not Exclusive

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

XXIV. Compliance with Law

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

XXV. Execution of Counterparts

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

XXVI. Survival

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

XXVII. Conflict Of Interest.

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

(signatures on following page.)

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

CONSULTANT

BEACON

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

By: _____
Name: Gregg Hart
Title: Chair, BEACON
Date: _____

ATTEST:

By: _____
Name: Gerald Comati
Title: Financial Officer, COM3 Consulting
Inc.
Date: _____

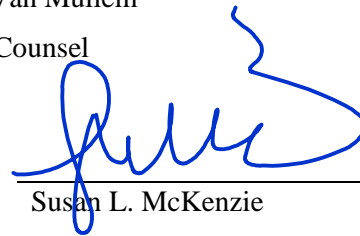
By: _____
Name: Marc Beyeler
Title: Executive Director
Date: _____

Approved as to Form:

Rachel Van Mullem

County Counsel

By: _____



Susan L. McKenzie
Deputy County Counsel,
Counsel for BEACON

Appendix "A" Scope of Services

The Consultant shall undertake any one or more of the following specialized services:

1. Program and Project Management

- a. Coordination with Administrative Coordinator.
- b. Manage BEACON Program projects as assigned by the Executive Director (ED).
- c. As requested, develop/maintain Project Status Reports for all projects with which BEACON is involved.
- d. Management of the Santa Barbara County Debris Basin Modifications Project.
- e. Management of Rincon Trail Project – Beach Nourishment permitting and environmental.
- f. Coordination with the Goleta Bay Kelp Anchor Demonstration Project team.
- g. Support the Executive Director in development of a new South-Central Coastal Beach Enhancement Project (SCCBEP).
- h. Support the Executive Director with preparing an Amendment to BEACON CRSMP to address SLR and Climate Change.
- i. Pursue regional initiatives to enhance coastal sediment as assigned by the Executive Director.

2. Executive and Board Support

- a. Coordinate with the Administrative Coordinator.
- b. Finalize Board Agenda Packages and release Agenda Packages to Board, staff and interested parties.
- c. Prepare Board Meeting Minutes.
- d. Report to BEACON Board on status of projects and project issues as required.
- e. Interface with Executive Director as it relates to on-going operations of BEACON.
- f. Assist Executive Director and other management team members regarding community outreach efforts.
- g. Coordination with other agencies and entities to support coastal projects, studies and initiatives within the region.

3. Grants and Contracts Management

Budgeting

- a. Under direction of the Executive Director and Auditor Controller assist the ED in developing the annual budget.
- b. Coordinate with the Administrative Coordinator.

Invoicing and Payments

- a. Prepare approval forms for professional services and consultant invoices.
- b. Prepare invoice approval forms for all subcontractor and consultant invoices.

Grants and Contracts Management and Grant Services

- a. Coordination with Administrative Coordinator.
- b. Manage and maintain all necessary grants records.
- c. Review and comment on grant contract deliverables prepared by consultants as required.
- d. Track and monitor progress and expenditures of grant and consultant work as required.
- e. Ensure preparation and submittal of all grant progress reports.
- f. In coordination with BEACON Executive Director and other Staff/Consultants prepare grant applications for new work as opportunities present themselves.

4. Project and Consultant Management

- a. Develop Active BEACON Projects schedules as required.
- b. Manage Consultant Selection and Retention as required, including preparing Requests for Proposals (RFP), Consultant Contracts, and Amendments as required.

BEACON/COM3 Consulting Inc. Agreement							Fiscal Year 2022/2023
APPENDIX B - COMPENSATION							
COM3 Consulting Contract with BEACON for Program Management							
Labor							
Name	Project	All In Labor Rate \$/hr	Hrs	Labor \$	Expenses	Total Cost	Comments
Gerald Comati	Overhead	145	309	44,805	195	45,000	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Gerald Comati	DB Project	140	18	2,520	110	2,630	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Total Labor				47,325	305	47,630	
Total Contract			\$47,630				

ITEM 5D
Attachment 4

Agreement with Moss, Levy, Hartzheim to Provide Financial Audit Services

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

CONTRACT

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

WITNESSETH

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

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

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for BEACON in accordance with the terms, conditions, and specifications set forth herein. The Contractor will perform a biennial audit, in accordance with the most current revision of the Yellow Book: Generally Accepted Government Auditing Standards (GAGAS), of the financial statements for BEACON fiscal years ending June 30, 2021 and 2022. The Contractor shall complete its audit and file its report on or before December 31, 2022.

2. PAYMENTS

Payment of \$9,750 will be made within 30 days after issuance of the final audit report and upon receipt of an invoice.

3. INDEPENDENT CONTRACTOR

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

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

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and BEACON will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

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

4. NON-ASSIGNABILITY

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

5. TERM

This contract will be in effect from July 1, 2022, through December 31, 2022, subject to all the terms and conditions set forth herein, unless terminated prior to that date in accordance with the provisions of this contract.

6. TERMINATION FOR CONVENIENCE

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

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

7. TERMINATION BY DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then BEACON may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 6.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

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

9. INSURANCE PROVISIONS

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

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

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

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

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

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

- C. BEACON is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. BEACON's Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Professional Liability and Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against BEACON's Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to BEACON.
- G. Contractor agrees to provide BEACON with the following insurance documents on or before the effective date of this contract:
 - 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements.
 - 3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

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

10. NON-DISCRIMINATION

A. General

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

B. Employment

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

11. SUBSTITUTION

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

experience and knowledge.

12. INVESTIGATION AND RESEARCH

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

13. CONTRACT MONITORING

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

14. ADDENDA

BEACON may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between BEACON and Contractor will be effective when incorporated in written amendments to this contract.

15. CONFLICT OF INTEREST

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

16. CONFIDENTIALITY

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

17. AUDIT AND INSPECTION OF RECORDS

Any time during normal business hours and as often as BEACON may deem necessary, Contractor shall make available to BEACON for examination all working papers, data, and records with respect to all matters covered by this contract, and permit BEACON to audit, examine, and make excerpts or transcripts from such working papers, data, and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this contract. Contractor shall maintain such working

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

papers, data, and records in an accessible location and condition for a period of not less than seven years from financial statement issue date. The State of California or any federal agency having an interest in the subject of this contract shall have the same rights as those conferred upon BEACON. If this contract exceeds ten thousand dollars (\$10,000.00) Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the contract, pursuant to California Gov. Code Section 8546.7. The successor auditor will have the right to review the working papers and copies of issued reports upon termination of this contract. Contractor will be required to make records uniquely related to this contract available in the County of Ventura. Contractor agrees all audit and inspection rights herein will be provided at no additional cost.

18. NOTICES

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

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

and

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

To Contractor: Moss, Levy, Hartzheim, LLP
5800 Hannum Ave., Suite E
Culver City, CA 90230

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

19. MERGER CLAUSE

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

20. ANNUAL ENGAGEMENT LETTER

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

21. GOVERNING LAW AND VENUE

The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties under this contract, shall be construed pursuant to and in accordance with the laws of the State of California. Any litigation regarding this contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

22. SEVERABILITY OF CONTRACT

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

23. CUMULATIVE REMEDIES

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

24. COMPLIANCE WITH LAWS

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

25. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

26. EXECUTION OF COUNTERPARTS

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

27. SURVIVAL

All provisions of this contract which by their nature are intended to survive the termination

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

or expiration of this contract shall survive such termination or expiration.


28. HEADINGS

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

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

Moss, Levy & Hartzheim, LLP

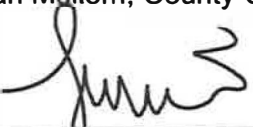
BEACON

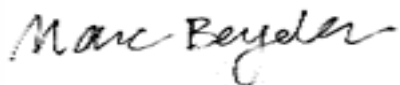
By: 
Name: Craig A. Hartzheim
Title: Managing Partner
Date: 4/11/22

By: _____
Name: Gregg Hart
Title: Chair, BEACON
Date: _____

Approved as to Form:
Rachel Van Mullem, County Counsel

Attest:

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


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

ITEM 5D
Attachment 5

**FY 2022-23 Agreement with UCSD-California Sea Grant to Provide Support
Services to the BEACON Science Advisory Committee**

AGREEMENT

THIS AGREEMENT, ENTERED INTO ON July 1, 2022 is between:

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

And

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

GENERAL

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

RECITALS

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

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

SECTION I

BEACON AGREES:

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

SECTION II

CA Sea Grant AGREES:

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

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

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

- (1) In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this agreement.
- (2) No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- (3) Either party may terminate this agreement upon fifteen days written notice to the other party. At the time of termination, BEACON agrees to pay CA Sea Grant for work accomplished at time of termination and delivered in accordance with the terms of this agreement and non-cancelable obligations. All documents, including raw data and draft plans, prepared up to the time of termination shall become property of BEACON. CA Sea Grant shall retain the right to use all documents, including ray and draft plans, for research and education purposes, to the extent doing so does not disclose any BEACON confidential information.
- (4) This agreement shall begin July 1, 2022 and terminate on June 30, 2023 unless earlier terminated or otherwise agreed.
- (5) That this agreement shall not become binding unless appropriately signed by an authorized official from each agency and that work shall not proceed until such authorizing signatures have been affixed.

-
- (6) That any dispute regarding the terms of this a agreement, the performance of any party hereunder, or any other matter related hereto shall be resolved by binding arbitration to be held in Santa Barbara, California under the auspices and pursuant to the applicable rules of the American Arbitration Association.
 - (7) If any provision of this agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this agreement.
 - (8) That modification within the scope of this agreement shall be made by mutual consent of the parties by issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The parties are not obligated to fund any changes not approved in advance.
 - (9) The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CA Sea Grant's regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars (\$10,000.00), CA Sea Grant shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CA Sea Grant shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.
 - (10) No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
 - (11) This agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
 - (12) All provisions of this agreement which by their nature are intended to survive the termination or expiration of this agreement shall survive such termination or expiration.

(Signatures on following page.)

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

University of California Sea Grant

BEACON

By: _____
Name: Andrea Lupu
Title: Principal Contract & Grant Analyst
Date: _____

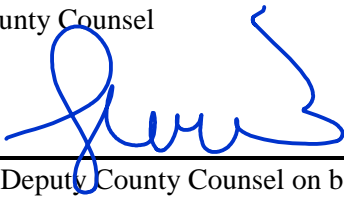
By: _____
Name: Gregg Hart
Title: Chair, Board of Directors
Date: _____

Approved as to Form:

Rachel Van Mullem

County Counsel

By:



Deputy County Counsel on behalf of
BEACON

Exhibit A
Work Tasks, Budget, and Schedule

Work Tasks

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

Budget

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

Payment for services and /or reimbursement of costs shall be made upon CA Sea Grant's satisfactory performance, based upon the scope and methodology contained in the agreement and Work Tasks as determined by BEACON. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel.

BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CA Sea Grant to correct such work or billings or seek any other legal remedy.

BEACON shall reimburse Contractor for expenses related to the performance of services described in this agreement. BEACON shall approve any changes to the approved budget in writing through an Amendment to this Agreement. The budget for the above Work Tasks shall be up to \$20,000 (twenty thousand dollars) billed monthly on cost reimbursement basis. Progress reports will evidence work completed on specific tasks during the invoice period. Administrative overhead costs will be limited to a percentage not to exceed twenty-five (25) percent of direct costs, or a total of \$5,000.00.

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

Schedule

Ongoing	Planning calls with BEACON Executive Staff and Co-Chairs
Winter 2022-23	Annual SAC Meeting
Spring 2023	SAC-Managers Workshop
Spring 2023	Review Work Plan/Research Agenda and Prepare Report

ITEM 5D
Attachment 6

**Agreement with California State University Channel Islands to Provide
Research and Technical Support**

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

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

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

BACKGROUND

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

PURPOSE & RESPONSIBILITIES

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

Science and Technical Support

This common interest will be accomplished by the following activities:

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

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

DURATION

1. This MOU may be amended or modified by mutual consent of BEACON and CSUCI.
2. This MOU shall become effective upon signature by BEACON and CSUCI and will remain in effect until amended, modified or terminated by BEACON or CSUCI.
3. Unless otherwise amended this MOU shall end June 30, 2023.

INDEMINIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this MOU.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR; TAXES**
 - A. **NOT AN EMPLOYEE:** Regardless of any functional title or work description, CSUCI is performing Service as an independent contractor and not an employee of BEACON.
 - B. **NO BENEFITS:** CSUCI shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers’ compensation and health insurance. CSUCI shall provide evidence of general liability insurance prior to starting beginning work under this MOU.
 - C. **TAXES:** Contractor agrees to be responsible for any and all filing of payment of taxes applicable to its performance of Services under this Contract, including the Services, and for compliance with any and all provisions requirements arising under the tax law(s) of the State of California. No federal, state or local income tax, or any payroll tax of any kind shall be withheld or paid by BEACON on behalf of Contractor.
2. **TERMINATION.** Either party may terminate this MOU for convenience on 30 days prior written notice. Additionally, CSUCI may terminate this MOU immediately, without prior notice, where CSUCI determines, in its discretion, that the Project or the Project’s implementation adversely affects participating students.
3. **GOVERNING LAW.** The validity, interpretation, and performance of this MOU shall be determined according to

the laws of the State of California.

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

BEACON:
Attention: Marc Beyeler
ADDRESS: 105 E. Anapamu St., Ste 201

CITY: Santa Barbara
STATE: CA
ZIP: 93101
TEL: 510-316-6095
EMAIL: beyeler@beacon.ca.gov

CSUCI:
Attention: Scott Perez, MA, CRA,
ADDRESS: One University Drive,
Maderna Hall 1308

CITY: Camarillo
STATE: CA
ZIP: 93012
TEL: 805-437-8808
EMAIL: Scott.Perez@csuci.edu

5. AMENDMENT. Except as otherwise provided herein, this MOU may be modified or amended only in writing and with the written consent of both Parties.
6. SEVERABILITY. If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.
7. ENTIRETY OF MOU. This MOU constitutes the entire MOU between the Parties relating to the specific subject of this MOU and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.
8. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
9. EXECUTION OF COUNTERPARTS. This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
10. SURVIVAL. All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.
11. RECORDS, AUDITS, AND REVIEW. CSUCI shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CSUCI 's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CSUCI 's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CSUCI shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.
12. HEADINGS. Section headings used herein are inserted for convenience only and are not part of this Agreement.

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

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

CALIFORNIA STATE UNIVERSITY,
CHANNEL ISLANDS (CSUCI)

BEACON

By: _____

By: _____

Name: Barbara Rex

Name: Gregg Hart

Title: Assistant Vice President for Budget,
Planning and Analysis, CSU Channel
Islands

Title: Chair, BEACON Board of Directors

Date: _____

Date: _____

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
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 \$10,000.00 (Ten 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

Executive Director
Marc Beyeler

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

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

Email:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 6

To: BEACON Board of Directors
Date: May 12, 2022

Subject: Closed Session

- i. Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).)**
- ii. Conference with Labor Negotiators (Gov. Code § 54957.6(a).)**
Employee: Executive Director.
Agency-designated representatives: Chair Hart and Deputy County Counsel Susan McKenzie.



A California Joint Powers Agency

Member Agencies

Al Clark
City of Carpinteria

Kyle Richards
City of Goleta

Vianey Lopez
City of Oxnard

Steven Gama
City of Port Hueneme

Joe Schroeder
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Gregg Hart, Chair
Das Williams
County of Santa Barbara

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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

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

Email:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: May 20, 2022
Agenda Item: 7

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2022

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 July Meeting Agenda:

- A. Grants and Contracts Updates
- B. Project Updates
- C. Update on Legislative and State Funding Program