



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)**

July 15, 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, July 15, 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 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:
2. <https://us02web.zoom.us/j/87956361342?pwd=dHpGSU5jT2NKUKNWK0R1bk9pU3d1UT09>
Meeting ID: 879 5636 1342
Passcode: 698311
4. 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: 879 5636 1342 and
5. **Passcode: 698311**



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 Thursday, July 14, 2022, or through mail to BEACON at 501 Poli Street, Ventura, Ca 93001 to be received no later than 5:00 p.m. on Thursday, July 14, 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 Thursday, July 14, 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

A. Call to Order, Roll Call and Introductions—Chair Gregg Hart

B. 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 February 16, 2022 (Attachment 1), and the Ventura County Health Officer recommendation issued November 15, 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).



C. Approval of Agenda and Filing of Certificate of Agenda Posting.

D. Consideration and Approval of Minutes of the BEACON Meeting held on May 20, 2022.

2. Public Comment and Other Matters not on the Agenda

3. Presentations

Presentation on Regional Sediment Management and Sea Level Rise Adaptation within the BEACON Coast.

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. BEACON Contracts and Agreements

Recommended Actions:

- i. Approve and authorize the Chair to execute a Cooperative Agreement with the City of Santa Barbara to jointly undertake a range of project activities to support the development and initial implementation of a Santa Barbara SLR Regional Monitoring Pilot Project, with BEACON providing project management, research and technical support with a period of performance from the approval date of both parties to June 30, 2025 in an amount not to exceed \$475,000. (Attachment 1).
- ii. Approve and authorize the Ventura Auditor-Controller to pay \$350 in Education and Seminar registration fees from the approved Budget Account Code 2273 accrued during the past Fiscal Year 2021-2022.
- iii. Approve, ratify, and authorize the Chair to execute and Agreement with MBA Consultants to provide executive director services in an amount not to exceed \$146,602.58 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 2).

6. 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 September Meeting Agenda:

- A. Grants and Contracts Updates
- B. Project Updates



C. Regional SLR Adaptation Planning

Late Distribution of Materials

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

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



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STAFF REPORT

Meeting Date: July 15, 2022
Agenda Item: 1B

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 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 February 16, 2022, and the Ventura County Health Officer recommendation issued November 15, 2021, 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 Contracts and Agreements July 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 July 5, 2022, Santa Barbara County is categorized as having a “medium” level of community transmission by the US Centers for Disease Control and Prevention's four-tiered system. As of July 1, 2022, the Santa Barbara County Public Health Department reports a case rate of 31.0 per 100,000 and a 14.5% 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.

As of November 15, 2021, the Ventura County Public Health Officer continues to 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.” (Attachment 2). As of July 5, 2022, Ventura County is categorized as having a “high” level of community transmission by the US Centers for Disease Control and Prevention's four-tiered system. As of July 5, 2022, the Ventura County Public reports a case rate of 30.1 per 100,000 and a 14.5% 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
Palge 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

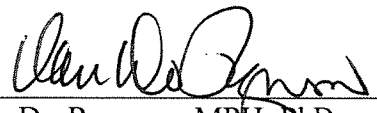
HEALTH OFFICIALS AB 361 SOCIAL DISTANCE RECOMMENDATION

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.


Henning Ansorg, MD
Public Health Officer
County of Santa Barbara


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: November 15, 2021

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

I continue to recommend that physical/social distancing measures 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 in the County of Ventura.

The California Department of Public Health ("CDPH") and the 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>). While the Delta variant is the currently circulating variant, the Delta-2 variant, its likely successor, is 10 to 15% more transmissible. Current case and hospitalization rates have remained stubbornly higher than they were in the days leading up to the most recent surge. In some counties in our state, these rates are starting to climb again. We are facing the winter holidays and the opportunities these holidays present to promote transmission of COVID-19 infection. The winter season and its associated cold weather drives people indoors and provides another opportunity to spread the highly transmissible COVID-19 virus. Associated with these events last year our county experienced a surge in COVID-19 cases.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease's spread. Remote meetings of legislative bodies in 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, county staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in the County continue to implement 100% remote meetings. Just as it is likely that the current County order requiring the use of face coverings indoors will be in place beyond the first of the year,

though driven by good intentions, lifting the remote meetings policy at this time would be premature.

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



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STAFF REPORT

Meeting Date: July 15, 2022
Agenda Item: 1C

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 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: July 15, 2022
Agenda Item: 1D

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 2022

Subject: Consideration and Approval of Minutes of the BEACON
Meeting held on May 20, 2022

RECOMMENDED ACTIONS:

Approve and File.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, May 20, 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) • Joan Hartman (County of Santa Barbara – Alternate for Das Williams) • 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) • Matt LaVere (County of Ventura) • Kyle Richards (City of Goleta) • Joe Schroeder (City of Ventura) <p>Directors Not Present:</p> <ul style="list-style-type: none"> • Das Williams (County of Santa Barbara) 	

Item	1B	<p>Report on Circumstances of the COVID-19 State of Emergency</p> <p>Recommended Actions:</p> <ol style="list-style-type: none"> 1. Receive and file: <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 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 findings above provide direction to staff to meet via teleconference for the next meeting.
Minutes/ Actions:	<p>Legal Counsel, Susan McKenzie explained the numbering of the Administrative Items on the Agenda are off but the numbering on the staff reports is correct. Susan continued 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 directed to continue meeting virtually.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Chair Hart recommended continuing virtual meeting. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously the Recommended Action.</p> <p>Moved by Schroeder / Second by Lopez.</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 approved unanimously by the Board.</p> <p>Moved by Schroeder / Second by Lopez.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, May 20, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	1D	Consideration and Approval of Minutes of the BEACON Meeting held on March 18, 2022. Action: Approve and file.
Minutes/ Actions:	The Board approved unanimously the Recommended Action. Moved by Schroeder / Second by Lopez.	

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

Item	5A	BEACON Organization and Program - Board Members Reports.
Minutes/ Actions:	<ul style="list-style-type: none"> Director Hart thanked Executive Director Beyeler for his presentations to the member agencies during the last two months. Director Hart indicated that he was only able to do one of the presentations himself, at the City of Carpinteria. Director Richards indicted that the Executive Director had just made the BEACON presentation to the City of Goleta Council on Tuesday May 17, and he believed it was well received. There were questions about the post debris-flow pollution issues at Goleta Beach, which were fielded well by Mr. Beyeler. Director Friedman also stated that Executive Director Beyeler's presentation to the Santa Barbara City Council was well received. He announced that on June 16, 2022, there is a Coastal Commission Sea Level Rise Working Group, Local Coastal Program Grant Webinar that he encourages all members to attend. Mr. Friedman will email out details on the Webinar. 	

Item	5B	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).
Minutes/ Actions:	<p>Executive Director Beyeler reported that in the last two years BEACON has appointed Brian Brennan as a special volunteer staff member so he can work on important BEACON projects. Brian has been doing this in addition to his Ventura County position work. Brian has helped out on the Mondo's Beach Access project, the Surfers Point Project as well as other BEACON projects.</p> <ul style="list-style-type: none"> Mr. Brennan indicated he was very appreciative of being allowed to continue to assist BEACON on these projects and to continue to work with BEACON staff. <p>Public Comments:</p> <ul style="list-style-type: none"> Mr. Fred Shaw indicated that retaining Mr. Brennan was especially important because of his institutional knowledge. <p>The Board approved unanimously the Recommended Action. Motion by Schroeder / Second by Friedman.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, May 20, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5C	<p>BEACON Budget Actions and Financial Reports</p> <p>Recommended Actions:</p> <ul style="list-style-type: none"> 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)
Minutes/ Actions:	<p>Executive Director Beyeler explained that in March, staff presented the Draft Budget + Dues for the Fiscal Year 22-23. This item is to consider approval of the Final Budget + Dues for FY22-23. There are four recommended actions, which include a Budget-to-Actual Report, adoption of an increase in the annual Dues by 5.1% for a cost-of-living increase, approval of the Budget for FY22-23 and adoption of a Budget Resolution for FY22-23.</p> <p>As an agency, each year BEACON spends within its generated revenue and retains a fund balance for purposes of contingency.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Director Richards asked what the policy was on how much we need to maintain for the fund balance. • Executive Director Beyeler replied that BEACON does not have a reserve or a fixed % or amount. As the fund is drawn down changes are reported to the Board. • Donna Gompert from the Ventura Co ACO added that the fund balance is effectively what is left over after expenditures. Generally, it has been at about \$200K, but no policy is in place dictating the amount. The fund balance is utilized upfront grant payments, so it does fluctuate throughout the year. • Director Richards thanked staff for the explanation and recommended that consideration be given to establishing a fixed fund balance. • Chair Hart indicated that this was an excellent question, and he agreed that we should look into establishing a fixed fund balance and/or developing a related policy. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously the Recommended Action. Motion by Richards / Second by Ramirez.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, May 20, 2022
TIME: 9:00 AM
PLACE: TELECONFERENCE

Item	5D	<p>BEACON Contracts and Agreements Recommended Actions:</p> <ul style="list-style-type: none"> 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). 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).
Minutes/ Actions:	<p>Executive Director Bayeler explained that this is an important item on the agenda. BEACON does not have employees and consequently, all staff has to be contracted. The contract team does excellent work and include scientific support from Sea Grant UCSD and from CSUCI. Without this contract staff, BEACON cannot function. Today, the annual contracts for most of the BEACON support staff are under consideration for approval.</p> <p>Legal counsel announced she does not review the legal services agreement for BEACON, but there have been no changes except for the fiscal years from last year's agreement.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Director Richards asked what is the Sea Grant? • Executive Director Beyeler responded that there are 24 National Sea Grant programs throughout the County run through NOAA. In California there is one Sea Grant Program connected to UCSD and one connected to USC. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously the Recommended Action. Motion by Schroeder / Second by Friedman.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, May 20, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	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.
Minutes/ Actions:	Chair Hart adjourned the meeting to Closed Session. Following completion of Closed Session, Legal Counsel, Susan McKenzie, indicated that under Closed Session, the Board met on two items and there were no reportable actions.	

Item	7	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 indicated that as outlined previously by Chair Hart, BEACON presentations have now been made to all member agencies with the exception of Santa Barbara County. This is the same presentation that was made to the Board earlier in the year, and it has been posted to the BEACON Website.• This next Fiscal Year we will spend more time on the upkeep and maintenance of the BEACON Website and placing more content including project status reports.• Staff continue to seek reimbursement grant funding and new grants opportunities are coming that have sufficient funds for upfront payments.• In May BEACON closed out the OPC grant for Surfers Point which is now ready to move into the Phase 2 construction phase. Phase I was very successful and provides an excellent example of a successful living shoreline project. Surfers Point Project is a salute to the City of Ventura.• As we all know, there is a lot of coastal funding available. Through the Coastal Commission alone there is approx. \$350M. Staff is meeting with member agency staff to identify project proposals on which BEACON and member agencies can collaborate.• In September of this year the American Shore and Beach is going to be held in California in Long Beach. This is a great opportunity for BEACON staff and Directors to attend and participate. <p>Board Members Comments and Responses:</p> <ul style="list-style-type: none">• Chair Hart thanked Executive Director Beyeler for a great report which is testament to the great work he continues to do.• Director Schroeder indicated that it is never easy to focus a City on a single project, but with the great assistance from BEACON the Surfers Point Project has proved a huge success. Congratulations to all and to Brian Brennan.• Chair Hart adjourned the meeting till July 2022.	

Adjourn to next regular meeting July 15, 2022, at 9:00 AM by Teleconference or Video Conference.
Meeting Minutes by Gerald Comati, Program Manager, BEACON.



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Das Williams
County of Santa Barbara

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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105 East Anapamu, Suite 201
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STAFF REPORT

Meeting Date: July 15, 2022
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 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
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STAFF REPORT

Meeting Date: July 15, 2022
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 2022

Subject: Presentations -
Presentation on Regional Sediment Management and Sea Level
Rise Adaptation within the BEACON Coast

RECOMMENDED ACTION:

Receive a report on from Dr. Kiki Patch, Associate Professor, California State university Channel Islands on Regional Sediment Management and Sea Level Rise Adaptation within the BEACON Coast.

TRENDING: [Ventura County](#) [Local News](#) [California](#) [US News](#)

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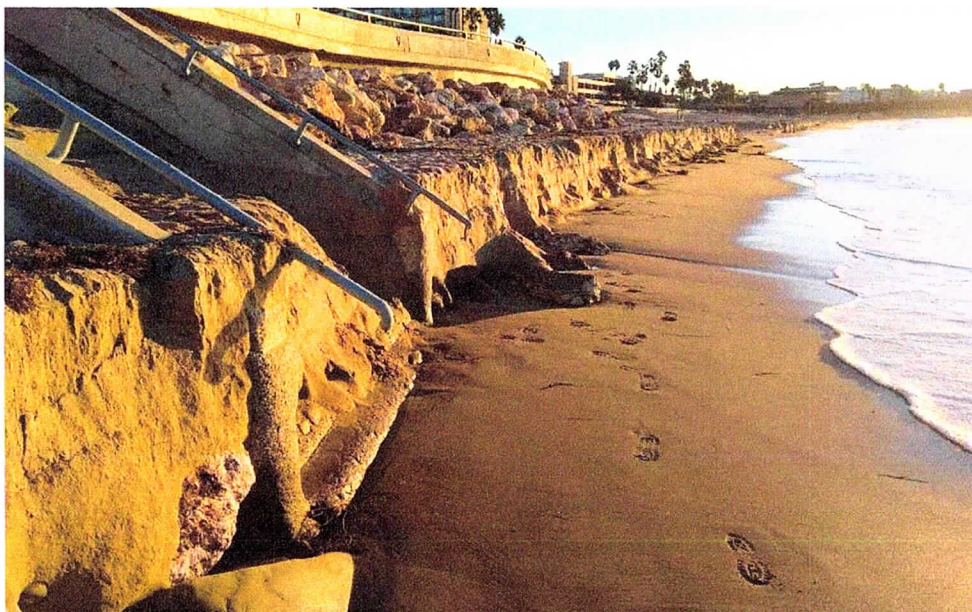
SPECIAL ISSUES

RECOMMENDED

DIGITAL
EDITIONS

SHIFTING SANDS | MULTIDISCIPLINARY APPROACH NEEDED TO COMBAT BEACH EROSION ON THE CENTRAL COAST

Jul 6, 2022 | Alex Wilson, Bates Beach, Cover Story,
Oxnard, Point Mugu, Port Hueneme, Ventura,
Ventura County | 0 | ★★☆☆☆

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PICTURED: Sand along the Ventura promenade is constantly shifting. *Photo submitted*

Email Address
Below

by Alex Wilson

awilson@timespublications.com

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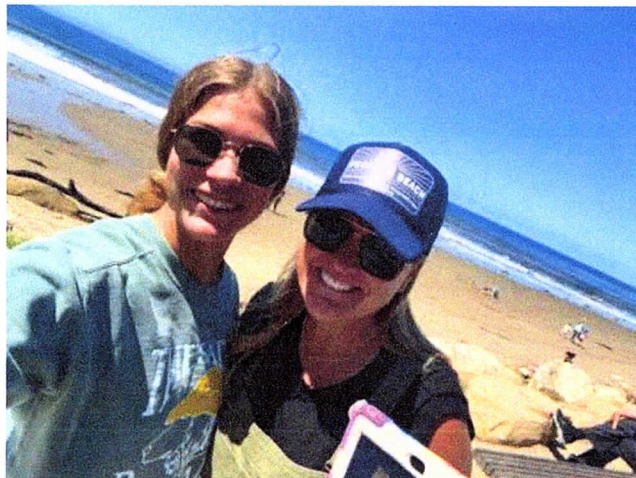
When Kiki Patsch visits the beach, she does not take sand for granted like some sunbathers and surfers might.

Patsch has devoted her life to issues related to beaches and coastal erosion as an associate professor of environmental science and resource management at California State University, Channel Islands.

"The idea of managing sand as a resource is really global, and there should be a bright spotlight on it because it is a limited resource," she said.

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Kiki Patsch with her daughter doing beach monitoring last month. *Photo submitted*

Patsch also serves as co-chair on a science advisory committee to a local government agency called BEACON, the Beach Erosion Authority for Clean Oceans and Nourishment. The joint-powers agency founded in 1986 includes leaders from county governments in Ventura and Santa Barbara as well as representatives from the cities of Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard and Port Hueneme.



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Two of the biggest projects BEACON is currently involved in have been underway for decades. One is the half-completed project at Ventura's Surfers Point to relocate an eroding bike path known as a "managed retreat." The other involves efforts to tear down Matilija Dam near Ojai, which should one day allow trapped sediment to flow to the coast and become sand.

WIDELY USED RESOURCE

During a June 23 Ventura Sand Summit, organized by BEACON, Patsch described the complexities and challenges of managing constantly shifting sand as waves and currents push it down the coastline. She explained that the sand along local beaches moves along what's known as a "littoral cell" which starts at the Santa Maria River, flows around Point Conception, then goes through the dredging operations of local harbors before much of the sand disappears into a giant marine canyon off Point Mugu.

According to Patsch, one of the main things many people don't understand about sand along the local coastline is that it's a limited resource.

"I'm trying to get everyone who's dealing with the coast to understand how it's moving, where it's going and why," she said.

While most sand comes from crumbling mountains that flow down rivers, some sand is created by coastal erosion, so armoring cliffs to protect homes and infrastructure results in less sand on the beaches.



CSUCI students getting a first hand look at the ocean environment. *Photo submitted*

"We're making a choice to protect what's behind at the cost of the fronting beach," said Patsch. "You're losing a place for that sand to accumulate, and you're losing a sediment source. So when we make a management choice like that, we're basically saying that development is more important than the beach. Which is fine, if the managers and planners want to make that choice, they just have to realize, that's the consequence. We've lost the place for the sand to accumulate and you've lost a source of sand."

Patsch said protecting coastal development will become even more challenging as sea level rise continues. To underscore the importance of sand, she talks to people about all the reasons they love beaches.

"People value the beach in very different ways. It inspires music and fashion and our psychological sense of health and wellbeing. How do we reimagine this space so that we can deal with an increase in sea level rise and storms, so we can still maintain this place for all the reasons that we value the coast and the beach? It's going to be really hard."

FROM SURFER TO SAND STEWARD

Long before former Ventura Mayor Brian Brennan was elected and later served as BEACON executive director for eight years, he loved the ocean.

Growing up in Ireland on Galway Bay, Brennan and his brother ran along the beach at low tide with their dad. Returning to the shore another day, Brennan said he noticed the beach was gone and covered by the ocean.

"I do recall asking my father about where the beach went when the tide came in," Brennan said.

"Because all there was, was water. And he explained to me about sand and tides and water and what happened. I was a very young age, maybe 3 or 4, but that's been ingrained in my brain ever since."

When Brennan was 8 his family moved to Redondo Beach, which led to a passion for surfing. As soon

as he got his driver license, he explored the coast all the way from San Diego to Ventura. Later in life, Brennan managed Chart House restaurants at several locations near shorelines, including the Caribbean and finally Ventura, which made him more aware of the importance of preserving coastlines.



Ventura River. *Photo submitted*

Brennan explained that he helped start the Ventura Chapter of the Surfrider Foundation in 1991 due to concerns over the coastal erosion that was eating away at the bike path at Surfers Point and making it hazardous to get in and out of the ocean. Surfrider meetings were initially held at his restaurant and volunteers spread the charity's conservation message at street fairs.

Brennan said strategies for protecting Surfers Point evolved over time. "The city dumped lots of rocks to try to save the bike path, but it only further exacerbated the erosion. If you look up at the top of Surfers Point now, you'll see where the dune system was put in place, cobble was put in. We sort of reengineered what was there by nature. It's been

doing a fabulous job of protecting the shoreline, but also allowing people a lot of access and recreational opportunities along with habitat.”

He suggested that the Surfers Point managed retreat project could serve as a model for what can be done for other eroding shorelines.

“Now there are recreational spots. The dune system is alive and vibrant; the dune grasses are holding the sand during the winter. It does its job,” he said. “It’s really a living showcase of a shoreline.”

An engineer’s eye for activism

Paul Jenkin serves as the Ventura Surfrider Foundation campaign coordinator and also founded Matilija Coalition, a charity devoted to the efforts to tear down Matilija Dam.



Paul Jenkin overlooking the Ventura Riverwatershed from a peak above Ojai. Photo by Paul Jenkin Ventura Surfrider Foundation

Jenkin was born in Australia, where his father worked in the oil industry, and grew up along other shorelines in places including Texas and Florida.

His first memories of a beach was visiting a family home in Wales in the UK when he was about 2, and he remembers the power of the churning, stormy seas.

"I liked the mystery of the vastness of the ocean," he said.

His love of everything related to the ocean was enhanced by TV programs featuring Jacques Cousteau. With encouragement from his dad, who worked as an engineer, Jenkin earned bachelor's and master's degrees in ocean engineering. Jenkin's first ocean engineering job in 1989 was at Naval Base Ventura County, he said.

A friend invited him to a beach clean-up event with the Surfrider Foundation around the time the bike path erosion was becoming a problem at Surfers Point. There was talk of building a seawall to protect the bike path, but because of his background in ocean engineering, Jenkin backed the idea known as managed retreat that he thought would work better in the long run.

"It's extremely gratifying for me to go out there and see the successful restoration of the dunes and the beach by the Ventura River mouth," Jenkin said.

He recalled big storms a few years back that inundated some of the lanes in Ventura's Pierpont neighborhood with ocean water. The newly installed dune system at Surfers Point, however, worked exactly as designed.

"It's been really successful in that respect. It has gained statewide and even national recognition as a premier example of how to establish coastal resilience," Jenkin said.

Design work for the second phase of the managed retreat project has been completed and agencies working on the plan, including the city of Ventura, are currently seeking additional funding to complete the project. According to Jenkin, the project has a current estimate of \$12 million and he's hopeful construction could begin after the 2023 Ventura County Fair wraps up.

He noted that slow but steady progress is also being made to remove the Matilija Dam, although that project is also taking decades. Jenkin recalled a visit by U.S Secretary of the Interior Bruce Babbitt 22 years ago, amid hopes that the dam would be long gone by now.

He did point out the recent progress on one major project that's nearly complete, the replacement of the Santa Ana Bridge in Oak View. This will widen the river to better allow sediment trapped behind the Matilija Dam to flow to the ocean. Other projects are also in the works including another bridge project near the dam at Camino Cielo and changes to the Robles Diversion that funnels water from the Ventura River to Lake Casitas.

Momentum continues to build, as officials with the Ventura County Watershed Protection District that owns the dam continue to secure funding.

"It's very complicated, but we've been successful in bringing over \$26 million to the project in the last six years," Jenkin said. While the project has taken longer than originally expected, he remains optimistic that the dam could be torn down in about 10 years.

In addition to the benefits of restoring sand to beaches, removing the dam will also enhance habitat for endangered steelhead trout which once swam above the dam but are now cut off.

Another issue with potential impacts on the coastline is sea level rise.

"The reality is that 100 years from now, the California coast is going to look incredibly different," said Jenkin, adding that it's hard for most people to wrap their heads around the potential damage to coastal highways, railways, sewage systems and beach homes. "All of that is going to be tremendously impacted and the economic fallout from sea level rise is something that our society really has a head-in-the-sand attitude toward because it is so big, so huge, and so overwhelming that nobody can really be able to plan and act on it."

COLLABORATION BRINGS HOPE FOR THE FUTURE

Marc Beyeler is BEACON's current executive director and spent over two decades as a senior executive at the California Coastal Conservancy, a state agency formed in 1976 to "protect and improve natural lands and waterways, help people access and enjoy the outdoors, and sustain local



Surfer's Point bike path will be replaced with dunes.

Photo by Paul Jenkin Surfrider Foundation

economies along the length of California's coast," according to the agency website.

According to Beyeler, coastal erosion has been an issue locally for over 100 years. One of the biggest ongoing challenges is getting enough money from the federal government to dredge all the local harbors enough to keep the sand moving down the coastline. Money has not always been able to keep up with the sand we need, but during the recent Sand Summit, Congressmember Julia Brownley pledged to do her part to secure adequate funding in the future.

Beyeler noted that the beach at Port Hueneme sometimes disappears if there's not enough sand dredged from the Channel Islands Harbor, and the U.S. Navy also has important facilities near Point Mugu threatened by erosion. It will take collaboration at many levels of government to protect the coastline, Beyeler said.

"In absence of more effective regional action, and that's what BEACON is part of, we're going to lose up to one third to two thirds of our beaches in Southern California, and that includes beaches along the BEACON coast. So there's urgency about it. But also BEACON is a potential, very innovative attempt to insert itself in a good way. I don't see just bleak trade-offs. I believe we are creating pathways to actually address long-term trends and threats with long-term approaches."

While topics related to erosion and sea level rise can cause some people to give up hope, Beyeler sees projects like the one at Surfers Point as pointing in the right direction.

"The part that's finished, which mimics nature and creates these nature-based coastal resource improvements, along with protecting the Ventura County Fairgrounds, which is a really big and important economic generator, has been very successful," Beyeler said. "The vision and image of what we need to be doing, we're already starting. And we need to explain it to people and scale it up."

Beach Erosion Authority for Clean Oceans and Nourishment, beacon.ca.gov.

Ventura County Chapter of the Surfrider Foundation, ventura.surfrider.org.

Ventura County Watershed Protection District, 800 S. Victoria Ave., Ventura, 805-654-2018, www.vcpublicworks.org/wp/.



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

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STAFF REPORT

Meeting Date: July 15, 2022
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 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

Al Clark
City of Carpinteria

Kyle Richards
City of Goleta

Vianey Lopez
City of Oxnard

Steven Gama
City of Port Hueneme

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STAFF REPORT

Meeting Date: July 15, 2022

Agenda Item: 5B

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 2022

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

- i. Approve and authorize the Chair to execute a Cooperative Agreement with the City of Santa Barbara to jointly undertake a range of project activities to support the development and initial implementation of a Santa Barbara SLR Regional Monitoring Pilot Project, with BEACON providing project management, research and technical support with a period of performance from the approval date of both parties to June 30, 2025 in an amount not to exceed \$475,000. (Attachment 1).
- ii. Approve and authorize the Ventura Auditor-Controller to pay \$350 in Education and Seminar registration fees from the approved Budget Account Code 2273 accrued during the past Fiscal Year 2021-2022.
- iii. Approve, ratify, and authorize the Chair to execute and Agreement with MBA Consultants to provide executive director services in an amount not to exceed \$146,602.58 with a period of performance from July 1, 2022 through June 30, 2023 (Attachment 2);

DISCUSSION:

Recommended Action “i”. BEACON regularly enters into various agreements to undertake his priority activities. The City of Santa Barbara and BEACON have partnered to receive money from the California Coastal Commission to undertake a pilot regional monitoring project focused on Sea Level Rise adaptation. Under the proposed Cooperative Agreement with the City, BEACON will manage science and technical, and agency manager and stakeholder input the design and focus of the regional monitoring protocols and data collection (Attachment 1).

In May, BEACON staff identified several focus areas for its activities for FY 22-23, including: 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; and Coordination of the Science Advisory Committee and implementation of its Research Agenda. The

Agreement with the City of Santa Barbara addresses all three of these BEACON priority focus areas and will produce important information as BEACON further



BEACON Contracts and Agreements
July BEACON Board Meeting

develops its strategic priorities.

Recommended Action “ii”. The Ventura Auditor-Controller is asking the Board to approve and authorize payment of \$350 for the American Shore and Beach Preservation Spring Conference from the approved Budget Education and Seminar registration fees, Account Code 2273, accrued during the past Fiscal Year 2021-2022.

Recommended Action “iii”. Since BEACON has no regular employees, all functions are carried out by member agencies' staff, contract consultants, or in partnership with other public agencies. The consultant positions include BEACON's Executive Director position. Both the Executive Committee and the BEACON Board reviewed the performance of the current contractor and recommended the attached Agreement for the coming year. The proposed contractor is uniquely qualified to provide necessary support services and their knowledge and understanding of BEACON is extensive. (Attachment 2).

ITEM 5B
ATTACHMENT 1

Cooperative Agreement with the City of Santa Barbara to jointly undertake a range of project activities to support the development and initial implementation of a Santa Barbara SLR Regional Monitoring Pilot Project

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), ENTERED INTO on _____ is by and between:

The City of Santa Barbara, a Municipal Corporation in the State of California, referred to hereinafter as "City".

And

The Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Power Agency in the State of California, referred to hereinafter as "BEACON"

RECITALS

1. The City seeks to adapt to the impacts of sea-level rise (SLR) through a phased approach that relies of closely monitoring changing shoreline conditions and acting when certain triggers or thresholds are reached.
2. The City in adapting to SLR desires to coordinate both monitoring and project implementation with regional partners in order to protect the region's shoreline resources and to enhance the resilience of the whole region.
3. The City has approved a Sea-Level Rise Adaptation Plan that identifies working with regional partners in the development of a regional shoreline monitoring program as the highest priority item for the City to start in the next few years.
4. BEACON is a Joint Powers Authority representing the coastal interests of the counties of Santa Barbara and Ventura and coastal cities Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
5. Part of BEACON's mission is to enhance beaches and coastal natural habitats and plan for SLR adaptation within the BEACON jurisdiction. Consequently, BEACON is seeking grant funding for projects that support the enhancement of beaches within the BEACON jurisdiction.
6. All of BEACON's member agencies are or will be developing planning efforts related to SLR adaptation in order to protect their communities and address State requirements for SLR permitting. Regional shoreline monitoring is a key component for all of these jurisdictions in implementing phased adaptation as sea levels rise.
7. The Regional Coastal Adaptation Monitoring Program, hereinafter referred to as the "PROJECT," is an important coordinated and integrated local and regional demonstration

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

project that will both satisfy the needs of the City and the other BEACON jurisdictions for shoreline monitoring to implement adaptation.

8. City and BEACON mutually agree that the PROJECT will have an overall benefit to the environment and specifically to beach enhancement and restoration, regional sediment management, and SLR adaptation along the Santa Barbara coast.
9. The City applied for a Round 7 Local Coastal Program Planning Grant, herein referred to as “LCP GRANT,” from the California Coastal Commission (CCC) in the amount of \$630,000 for development of the PROJECT that was fully funded by the CCC at its March 9, 2022 hearing. BEACON was listed as a partnering agency in the LCP GRANT application and work plan. A grant agreement for the PROJECT herein referred to as “LCP GRANT AGREEMENT,” was signed by CCC and the City on June 21, 2022 and is included as ATTACHMENT 1.
10. The City seeks BEACON’s provision of project management, technical, and scientific services to support the PROJECT as described in Exhibit A of ATTACHMENT 1.

SECTION I

City AGREES:

1. It is the grantee of the LCP GRANT AGREEMENT, with responsibility to manage the terms and any modifications to the LCP GRANT AGREEMENT with CCC and to submit all needed documentation required by the LCP GRANT AGREEMENT including, but not limited to, request for funds and grant progress reports.
2. To perform City responsible activities for PROJECT as defined in LCP GRANT AGREEMENT including administering the grant, ensuring compliance with the grant, and participating in stakeholder team developing the PROJECT.
3. As described in ATTACHMENT 1 Exhibit A, attached hereto and incorporated herein by reference, to participate in project management (Task 1), participate in the stakeholder group (Task 2), assist with public outreach (Task 2), complete City processing requirements (Tasks 2, 3, 4), and complete the Local Coastal Program Amendment (Task 5). City is responsible for the following deliverables associated with these tasks for the PROJECT in the approved work plan in LCP GRANT AGREEMENT: All grant submittals and progress reports; Draft and Final Draft Local Coastal Program Amendment-Regional Coastal Adaptation Monitoring Program.
4. To review invoices submitted by BEACON for work on PROJECT and any consultants BEACON hires to complete PROJECT.
5. To use BEACON's invoices, to prepare and submit claims against LCP GRANT AGREEMENT for reimbursements of work on PROJECT performed by BEACON and its consultants.

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

6. To reimburse BEACON for costs under this Agreement that are “eligible costs” contained in the LCP GRANT AGREEMENT. For this Agreement “eligible costs” shall mean those costs and/or cost categories identified in this Agreement Exhibit B in ATTACHMENT 1 as attached hereto and incorporated herein by reference. This is consistent with the LCP GRANT AGREEMENT Exhibit B1, “[o]nly those costs and/or cost categories expressly identified . . . may be reimbursed.” Payment shall be net 30 days from presentation of invoice that has been prepared in conformance with this Agreement and the LCP GRANT AGREEMENT.
7. Upon completion of PROJECT to submit a final LCP GRANT AGREEMENT claim.
8. To issue BEACON’s final reimbursement within 30 days of final LCP GRANT AGREEMENT claim reimbursement payment.
9. To participate in PROJECT Team meetings with BEACON on a regular basis and to document action items and maintain PROJECT schedule.
10. To prepare a close out report for LCP GRANT at completion of the PROJECT.
11. It shall be solely responsible for any environmental review that may be required.

SECTION II

BEACON AGREES:

1. To conduct necessary project management as described ATTACHMENT 1 Exhibit A Task 1 and complete Tasks 2, 3, and 4 and the associated deliverables for the PROJECT consistent with the approved work plan contained in LCP GRANT AGREEMENT including: Administrative Draft, Public Draft, and Final Draft, and Final Regional Coastal Adaptation Monitoring Plan; Draft and Final Pilot Monitoring Results Report.
2. To submit itemized invoices, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City. BEACON shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours. Invoices shall conform with this Agreement including ATTACHMENT 1 Exhibits A and B, be consistent with the LCP GRANT AGREEMENT, and be submitted to City no more frequently than monthly and no less frequently than quarterly.
3. To limit the total compensation to BEACON for all services provided pursuant to this Agreement to \$475,000 as outlined in ATTACHMENT 1 Exhibit A.
4. To attend lead PROJECT team meetings with City.

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

5. To comply with Labor Code Section 1771 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771, as applicable.
6. To comply with all current laws and regulations which apply to the PROJECT, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws.

SECTION III

IT IS MUTUALLY AGREED:

1. BEACON shall commence performance upon approval of this Agreement by both parties and end performance upon completion, but no later than December 30, 2026 unless otherwise directed by City or BEACON's Board, or unless earlier terminated. In the case of a conflict between this Section and ATTACHMENT 1, this Section 1 shall control.
2. Nothing in the provisions of this Agreement are intended to create duties or obligations to or rights -in third parties not party to this Agreement by imposing any standard of care with respect to the design of projects different from the standard of care imposed by law.
3. City shall not be liable to BEACON for any submitted claims rejected by CCC against LCP GRANT AGREEMENT for reimbursements of work on PROJECT performed by BEACON or its subcontractors.
4. CITY shall not be required to reimburse or provide funds exceeding the amount the City receives from the CCC.
5. No alteration, variation, or amendment 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.
6. Financial Records.
 - A. The parties shall maintain satisfactory financial accounts, documents, and records for the PROJECT and to make them available to the CCC, State Auditor General, and City for auditing at reasonable times. The parties shall also retain such financial accounts, documents and records for 3 years after final payment and one year following an audit. (Cal. Govt. Code § 8546.7)
 - B. The parties agree that during regular office hours, each party and CCC and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports pertaining to this Agreement or matters related thereto. The parties shall maintain and make available for inspection by each other or the CCC accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

- C. The parties shall use applicable generally accepted accounting principles, unless otherwise agreed to.
7. Termination.
- A. Unless this Agreement is extended pursuant to Section III, paragraph 5, this Agreement shall terminate upon the earlier of the completion of the PROJECT or the expiration of LCP GRANT AGREEMENT, which presently is set to expire December 31, 2026.
- B. Termination Upon Grant Termination. This Agreement shall terminate if the LCP GRANT AGREEMENT between the CCC and City terminates. In the event of termination of LCP GRANT AGREEMENT, City will provide notification to BEACON within 24 hours. There are no vested rights or entitlements to funding that BEACON can or should rely upon, and once a notice of termination is provided, only authorized and eligible work prior to that notification of termination will be reimbursed.
- C. For Convenience. Any party may terminate this Agreement in whole or in part upon 30 days written notice.
8. 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 reversible and shall not in any way impair the enforceability of any other provision of this Agreement.
9. 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.
10. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of the Agreement shall survive such termination or expiration.
11. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the ATTACHMENT 1, the provisions of the numbered sections shall prevail over those in the ATTACHMENT 1. Only Exhibit A and Exhibit B of ATTACHMENT 1 apply to and are incorporated into this Agreement. All other pages, Exhibits, or attachments in ATTACHMENT 1 except as expressly stated here, are excluded from this Agreement.
12. 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.
13. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

14. 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.
15. No delay or omission of any of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement shall be exercised from time to time and as often as may be deemed expedient.

[This space intentionally blank. Signatures on following page.]

**BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal
Adaptation Monitoring Program**

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

CITY OF SANTA BARBARA
A Municipal Corporation

BEACON
A Joint Powers Authority

Alelia Parenteau
Director, Sustainability and Resilience
Department

Gregg Hart
Chair, BEACON

Date: _____

Date: _____

Attest:

Marc Beyeler
BEACON Executive Director

Approved as to Form:
Ariel Calonne
City Attorney

Approved as to Form:
Rachel Van Mullem
County Counsel

By: _____
Daniel S. Hentschke
Assistant City Attorney

Susan McKenzie
Senior Deputy County Counsel
Counsel for BEACON

CALIFORNIA COASTAL COMMISSION
STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER

LCP-21-04

STATE CONTROLLER'S OFFICE IDENTIFIER

3720-LCP2104

FEDERAL ID NUMBER

95-6000787

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Santa Barbara

2. The term of this Agreement is: Upon Execution Or
06/01/2022 through 12/31/2026 (the "Termination Date")

3. The maximum amount of this Agreement is: \$ 630,000.00
Six Hundred Thirty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	7 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	2 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Santa Barbara

BY (Authorized Signature)

DATE SIGNED (Do not type)

06/21/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Alelia Parenteau, Acting Sustainability and Resilience Director

ADDRESS

616 Laguna Street, Santa Barbara, CA 93101

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

06/20/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Madeline Cavalieri, Chief Deputy Director

ADDRESS

455 Market Street, Suite 200, Room 228, San Francisco, CA 94105

**California Coastal Commission
Use Only**

☒ This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).

EXHIBIT A**SCOPE OF WORK**

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	Grantee: City of Santa Barbara
Name: Kelsey Ducklow ("Grant Manager")	Name: Alelia Parenteau, Acting Sustainability and Resilience Director
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 616 Laguna Street Santa Barbara, CA 93101
Phone: (415) 904-2335	Phone: (805) 564-5474
Fax: (415) 904-5400	Fax:
Email: kelsey.ducklow@coastal.ca.gov	Email: AParenteau@SantaBarbaraCA.gov

3. Primary project contact:

State Agency: California Coastal Commission	Grantee: City of Santa Barbara
Section/Unit: Statewide Planning Unit	Section/Unit: Sustainability and Resilience Department
Name: Karen Vu (Grant Coordinator)	Name: Melissa Hetrick, Acting Energy and Climate Manager
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 616 Laguna Street Santa Barbara, CA 93101
Phone: (415) 904-5268	Phone: 805-897-2590
Fax: (415) 904-5400	Fax:
Email: karen.vu@coastal.ca.gov	Email: MHetrick@SantaBarbaraCA.gov

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of Santa Barbara

Name of Project: Regional Coastal Adaptation Monitoring Program

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 95-6000787

Budget Summary:

CCC funding:	\$630,000
<u>Other funding:</u>	<u>\$66,000</u>
Total project cost:	\$696,000

Term of Project: June 1, 2022 (or grant agreement execution date) – December 31, 2026

A. PROJECT DESCRIPTION

This project will involve development of a Regional Coastal Adaptation Monitoring Program for the BEACON coast, encompassing Santa Barbara and Ventura Counties, to provide consistent data and analysis to implement sea-level rise adaptation plans in the region. The objectives of the program are to provide local management agencies with the information needed to assess if changed conditions warrant new adaptation approaches and if implementation actions are resulting in regional resilience benefits or impacts. Establishing a regional scope for the monitoring program will encourage coordinated adaptation responses across jurisdictions. It will also be designed as a transferable program that could be adopted and replicated in other coastal regions and jurisdictions in California.

To the extent feasible, the monitoring program will utilize existing monitoring efforts and datasets (e.g., USGS and NOAA monitoring data), but would present that data in a manner that efficiently and effectively informs decision making. The program will be designed to be cost effective and targeted to only those parameters necessary so as to ensure monitoring efforts continue into the long-term and are focused on regional-level climate and sea-level rise adaptation. The type of monitoring parameters that will be explored for inclusion in the program include physical attributes, such as sea levels, shoreline position, and bluff position, as well as social attributes, such as inventorying the parcels and socioeconomic status of census tracts affected by flooding events. The program will be developed through a stakeholder process involving representatives from multiple jurisdictions within Santa Barbara and Ventura

EXHIBIT A

Counties and a science advisory team led by members of the BEACON Science Advisory Committee in addition to outside technical advisors. A robust public outreach and comment process will occur on the Draft Regional Coastal Adaptation Monitoring Plan.

Following development of the Monitoring Plan, select pilot monitoring will be conducted. At the conclusion of the monitoring period, a monitoring results report will be prepared. The science advisory team and agency stakeholder group will then reconvene to examine the lessons learned from the monitoring and prepare revisions to the Monitoring Plan accordingly. The City of Santa Barbara will then prepare an amendment to the City's fully certified Local Coastal Program (LCP) to incorporate the final monitoring protocols into the City's Coastal Land Use Plan.

B. TASKS

Task 1: Grant and Project Management

This task is for general project management, development of request for proposals, management of consultant contracts, administration of grant agreements and records, invoicing, and submittal of requests for funds and grant progress reports.

Subtasks:

1.1 Grant management: progress report submittals and request for funds

1.2 Project management: management of consultants, scope of work, budget, outreach processes, and overall project work

Deliverables: All grant submittals, invoicing, and progress reports

Task 2: Development of Regional Coastal Adaptation Monitoring Plan

BEACON, with the assistance of a chosen consultant, will manage the creation of a Regional Coastal Adaptation Monitoring Plan. The process for development of the Monitoring Plan will include a science advisory team and agency stakeholder group including representatives throughout Santa Barbara and Ventura Counties and CCC staff. The process will commence with development of joint goals for the program and an assessment of stakeholders' monitoring needs related to adaptation planning, implementation of adaptation projects, and assessment of adaptation project impacts and benefits. The team will evaluate various existing monitoring datasets and programs at the local, regional, state, and federal level. Monitoring parameters for the program will then be analyzed with respect to their effectiveness at implementing the goals of the project, costs, and ease of implementation. Parameters to be explored include physical attributes such as groundwater levels, sea levels, shoreline position, and bluff position, and social attributes such as the parcels and socioeconomic status of census tracts affected by flooding events. A Public Draft Monitoring Plan will then be prepared that includes clear goals and outcomes of the monitoring

EXHIBIT A

program and identifies, in detail, chosen monitoring protocols and data sources, methods of monitoring, and frequency and timing of monitoring to be conducted. The plan will also outline the parameters for pilot monitoring to be conducted under Task 3.

The Public Draft Regional Coastal Adaptation Monitoring Plan will be released for CCC staff review and then be released for public comment, and an agency, stakeholder, and interested party outreach process will commence. Revisions to the plan will then be made based on CCC staff and public comments and a Final Draft Regional Coastal Adaptation Monitoring Plan will be prepared.

Subtasks:

2.1 Finalize plan development scope of work: identify resource needs for project, consultant needs, and assignment of work duties.

2.2 Assemble and organize technical review panel: technical review panel will include the Science Advisory Team and possibly additional technical expertise from consultants.

2.3 Identify and compile agency stakeholder group

2.4 Project work sessions: work sessions will include technical and stakeholder teams to scope out goals and parameters of plan.

2.5 Develop Administrative Draft Regional Coastal Adaptation Monitoring Plan with 4-week CCC staff review

2.6 Public outreach and comment on Public Draft Monitoring Plan

2.7 Prepare Final Draft Regional Coastal Adaptation Monitoring Plan

Deliverables: Administrative Draft, Public Draft, and Final Draft Regional Coastal Adaptation Monitoring Plan

Task 3: Pilot Monitoring Project(s)

Following finalization of the Final Draft Regional Coastal Adaptation Monitoring Plan, pilot monitoring will occur based on a subset of locations and parameters developed for the plan, including the final schedule. A draft monitoring results report will then be prepared that will serve as an example of regular monitoring results reports to be delivered in the future. Following CCC staff review, a final Pilot Monitoring Results Report will be prepared.

Subtasks:

3.1 Identify and evaluate pilot project site locations

3.2 Implement pilot monitoring

3.3 Prepare Draft Pilot Monitoring Results Report and 4-week CCC staff review

EXHIBIT A

3.4 Prepare Final Pilot Monitoring Results Report

Deliverables: Draft and Final Pilot Monitoring Results Report

Task 4: Revised Protocols

Following pilot monitoring, the science advisory team and agency stakeholder group will be reconvened to examine the lessons learned from the pilot monitoring and to recommend refinements to the monitoring protocols in the Final Draft Regional Coastal Adaptation Monitoring Plan and identify any further needs for the program. Based on this analysis, a revised Final Regional Coastal Adaptation Monitoring Plan will be prepared.

Subtasks:

4.1 Reassess Final Draft Monitoring Plan: reassess Final Draft Monitoring Plan from task 2.7 based on monitoring results.

4.2 Prepare revised Final Regional Coastal Adaptation Monitoring Plan with 4-week CCC staff review

Deliverables: Final Regional Coastal Adaptation Monitoring Plan

Task 5: Local Coastal Program Amendment

This task includes preparation of a Draft LCP Amendment to incorporate the Regional Coastal Adaptation Monitoring Plan into the City of Santa Barbara Coastal Land Use Plan, which is part of the City's fully certified LCP. CCC staff will be consulted prior to and following release of the Draft LCP Amendment.

Subtasks:

5.1 Development of Draft LCP Amendment with CCC consultation and 4-week CCC staff review

5.2 Public release of Draft LCP Amendment

5.3 Revisions and release of Final Draft LCP Amendment

5.4 Planning Commission and City Council review of Final Draft LCP Amendment

5.5 Submittal of LCP Amendment to CCC for review

Deliverables: Draft and Final Draft Local Coastal Program Amendment-Regional Coastal Adaptation Monitoring Program

EXHIBIT A

C. SCHEDULE

Project start/end dates: 6/1/22 (or grant agreement execution date) – 12/30/26

Task 1. Grant and Project Management	6/1/22 – 12/30/26
1.1 Grant management	6/1/22 – 12/30/26
1.2 Project management	6/1/22 – 12/30/26
Deliverables:	
a. All grant submittals, invoicing, and progress reports	Ongoing
Task 2. Development of Regional Coastal Adaptation Monitoring Plan	6/1/22 – 1/30/24
2.1 Finalize plan development scope of work	6/1/22 – 8/1/22
2.2 Assemble and organize technical review panel	6/1/22 – 8/1/22
2.3 Identify and compile agency stakeholder group	6/1/22 – 10/1/22
2.4 Project work sessions	7/1/22 – 1/1/23
2.5 Develop Administrative Draft Regional Coastal Adaptation Monitoring Plan with 4-week CCC staff review of draft	10/1/22 – 10/1/23
2.6 Public outreach and comment on Public Draft Monitoring Plan	11/1/23 – 12/30/23
2.7 Prepare Final Draft Regional Coastal Adaptation Monitoring Plan	12/30/23 – 1/30/24
Deliverables:	
a. Administrative Draft Regional Coastal Adaptation Monitoring Plan	9/1/23
b. Public Draft Regional Coastal Adaptation Monitoring Plan	11/1/23
c. Final Draft Regional Coastal Adaptation Monitoring Plan	1/30/24
Task 3. Pilot Monitoring Project(s)	8/1/23 – 6/30/26
3.1 Identify and evaluate pilot project site locations	8/1/23 – 2/30/24
3.2 Implement pilot monitoring	2/30/24 – 2/30/26
3.3 Prepare Draft Pilot Monitoring Results Report including 4-week CCC staff review	5/30/26
3.4 Prepare Final Pilot Monitoring Results Report	6/30/26
Outcome/Deliverables:	
a. Draft Pilot Monitoring Results Report	4/30/26
b. Final Pilot Monitoring Results Report	6/30/26
Task 4. Revised Protocols	2/30/26 – 8/30/26
4.1 Reassess Final Draft Monitoring Plan	2/30/26 – 4/30/26

EXHIBIT A

4.2 Prepare Revised Final Regional Coastal Adaptation Monitoring Plan including 4-week CCC staff review	7/30/26
Outcome/Deliverable:	
a. Final Regional Coastal Adaptation Monitoring Plan	8/30/26
Task 5. Local Coastal Program Amendment	1/1/26 – 12/30/26
5.1 Development of Draft LCP Amendment with CCC consultation and 4-week CCC staff review	1/1/26 – 7/30/26
5.2 Public release of Draft LCP Amendment	8/30/26 – 9/30/26
5.3 Revisions and release of Final Draft LCP Amendment	9/30/26 – 10/30/26
5.4 Planning Commission and City Council review of Final Draft LCP Amendment	10/30/26 – 12/30/26
5.5 Submittal of LCP Amendment to CCC for review	12/30/26
Deliverable:	
a. Draft LCP Amendment-Regional Coastal Adaptation Monitoring Program	6/30/26
b. Final LCP Amendment -Regional Coastal Adaptation Monitoring Program	12/30/26

D. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
Public Draft Regional Coastal Adaptation Monitoring Plan	11/1/23
Final Draft Regional Coastal Adaptation Monitoring Plan	1/30/24
Draft Pilot Monitoring Results Report	4/30/26
Final Pilot Monitoring Results Report	6/30/26
Revised Final Regional Coastal Adaptation Monitoring Plan	8/30/26
Final LCP Amendment	12/30/26

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL® Specialty License Plate, or California’s Voluntary Tax Check-Off Program, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B**BUDGET**

<i>City of Santa Barbara</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
LABOR COSTS¹			
County/City Staff Labor			
Task 1 – <i>Grant and Project Management</i>	\$75,000	\$35,000	\$110,000
Task 2 – <i>Development of Regional Coastal Adaptation Monitoring Plan</i>	\$0	\$0	\$0
Task 3 – <i>Pilot Monitoring Project(s)</i>	\$0	\$0	\$0
Task 4 – <i>Revised Protocols</i>	\$0	\$0	\$0
Task 5 – <i>LCP Amendment</i>	\$20,000	\$10,000	\$30,000
Total Labor Costs	\$95,000	\$45,000	\$140,000
DIRECT COSTS			
County/City Staff Project Supplies			
Printing and Noticing	\$10,000	\$0	\$10,000
Pilot Monitoring Project Supplies	\$50,000	\$0	\$50,000
Total	\$60,000	\$0	\$60,000
County/City Staff Travel in State²			
Mileage	\$0	\$0	\$0
Hotel, etc.	\$0	\$0	\$0
Total	\$0	\$0	\$0
Consultants³/Partners			
Task 1 – <i>Grant and Project Management</i>	\$75,000	\$0	\$75,000
Task 2 – <i>Development of Regional Coastal Adaptation Monitoring Plan</i>	\$225,000	\$0	\$225,000
Task 3 – <i>Pilot Monitoring Project(s)</i>	\$150,000	\$0	\$150,000
Task 4 – <i>Revised Protocols</i>	\$25,000	\$0	\$25,000

¹ Amount requested should include total for salary and benefits.

² Travel reimbursement rates are the same as similarly situated state employees.

³ All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

EXHIBIT B

<i>City of Santa Barbara</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
Task 5 – LCP Amendment	\$0	\$0	\$0
Consultants Total	\$475,000	\$0	\$475,000
Total Direct Costs	\$535,000	\$0	\$535,000
OVERHEAD/INDIRECT COSTS⁴			
Total County/City Staff Overhead/Indirect Costs	\$0	\$21,000	\$21,000
TOTAL PROJECT COST	\$630,000	\$66,000	\$696,000

⁴ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. Request for Funds

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the “RFF Form”), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Karen Vu
Statewide Planning Division
455 Market Street, Suite 200, Room 228
San Francisco, CA 94105
- C. Each RFF form shall contain the following information:
1. Grantee’s name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 3. Time period covered by the RFF form during which work was actually done.
 4. Agreement number as shown on this Agreement.
 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. Budget Contingency Clause

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
8. **CERTIFICATION CLAUSES:** The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. **TIMELINESS:** Time is of the essence in this Agreement.
10. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. **ANTITRUST CLAIMS:** The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D

Special Terms and Conditions

1. **PROJECT EXECUTION:**

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$630,000 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

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

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh and current round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1

LCP Terms and Conditions

1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

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

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide

EXHIBIT D1

maximum opportunities for these groups to engage with and provide input on the tasks of the Project.

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

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

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- | | |
|---|--|
| 1. General Liability:
(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

EXHIBIT D1

- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance document](#) to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance

EXHIBIT D1

recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

Representative of Coastal Commission:

By: _____

Printed Name: _____

Title: _____

Dated: _____

ITEM 5B
ATTACHMENT 2

**Agreement with MBA Consultants to Provide Executive Director Services for
FY22-23**

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

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

I. CONTACT INFORMATION.

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

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

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

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

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

II. SCOPE OF WORK.

A. SCOPE OF WORK (“Services”):

1. Contractor shall perform the duties of Executive Director described in Attachment 2 BEACON Executive Director Job Description, attached hereto and incorporated herein by this reference.

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

C. CONTRACT PERIOD: July 1, 2022 – June 30, 2023.

III. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including expenses reimbursements (Attachment 1-Schedule of Fees), not to exceed \$146,602.58

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

B. EXPENSES: BEACON shall reimburse Contractor for expenses related to the performance of services described in this Agreement per Attachment 1 (Schedule of Fees). BEACON shall approve any changes to the approved budget in writing through an Amendment to this Agreement.

IV. INDEPENDENT CONTRACTOR; TAXES

A. NOT AN EMPLOYEE: Regardless of any functional title or work description, Contractor is an independent contractor and not an employee of BEACON. If BEACON decides to hire the Contractor as an employee at some future date, the fee set forth in this Agreement does

not set a precedent for a regular salary figure. If applicable, any regular future salary would be negotiated upon date of hire.

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

C. TAXES: Contractor agrees to be responsible for any and all filing of payment of taxes applicable to its performance of services under this Contract, including the Services, and for compliance with any and all provisions requirements arising under the tax law(s) of the State of California. No federal, state or local income tax, or any payroll tax of any kind shall be withheld or paid by BEACON on behalf of Contractor.

V. LIABILITY; INDEMNIFICATION

A. LIMITATION OF LIABILITY: Neither BEACON nor any of its agents, employees, representatives, directors or officers shall be liable for any personal injury to or death of Contractor or Contractor's agents, representatives or subcontractors, however caused, or any damage to or loss of property of Contractor, however caused.

B. PERMISSION TO USE INFORMATION: BEACON represents and warrants that to its knowledge, all data, information and documents furnished by it or its partners to Contractor for purposes of performing the Services ("Information") are accurate, and BEACON grants Contractor and its representatives permission to use the Information as is necessary to the performance of the Services.

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

VI. CANCELLATION

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

VII. OTHER

A. ASSIGNMENT: Contractor shall not assign, encumber or otherwise transfer this Agreement or any rights granted hereunder without the prior written consent of BEACON, which consent BEACON may withhold for any reason.

B. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall insure to the benefit of and shall be binding upon the parties, their respective successors and permitted assigns.

C. AMENDMENT; WAIVER: This Agreement may be amended, modified or supplemented only by written instrument signed by both parties. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict adherence to the terms of this Agreement shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach.

D. ARBITRATION: The parties agree that any dispute regarding the terms of this Agreement, the performance of any party hereunder, or any other matter related hereto shall be resolved by binding arbitration to be held in Santa Barbara, California under the auspices and pursuant to the applicable rules of the American Arbitration Association.

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

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

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

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

I. RECORDS, AUDITS, AND REVIEW. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years

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

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

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

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

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

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

(Signatures on following page.)

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

CONTRACTOR

By:

Name: Marc Beyeler

Title: Principal, MBA Consultants

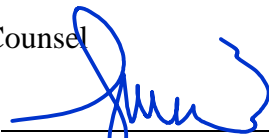
Date:

Approved as to Form:

Rachel Van Mullem

County Counsel

By:



Susan L. McKenzie

Deputy County Counsel,

Counsel for BEACON

BEACON

By:

Name: Gregg Hart

Title: Chair, BEACON

Date:

Attest:



By:

Name: Gerald Comati

Title: Program Manager

ATTACHMENT 1

MBA Associates 2022-2023 Consultant Rates

Principals	\$125-\$225/hour
Senior Associates	\$100-\$175/hour
Associates	\$100-\$125/hour
Specialists	Various
Administrative	\$75-\$100/hour

Incidental and regular expenses, including those listed below, shall be reimbursed under this Agreement. Other BEACON related expenses incurred by the CONTRACTOR shall be reimbursed separately, consistent with the approved BEACON Budget.

Mileage ¹	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs and Transportation ^{1,2}	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

CONTRACTOR is responsible for providing all tools, vehicles, and equipment necessary to perform the services such as telephones, computers, printers, and computer software which are not subject to reimbursement under this Agreement. Any and all purchase of same, directly and exclusively for BEACON related activities, including specialized meeting, software, or internet or telecommunication services will be separately reimbursed at cost to the CONTRACTOR, consistent with the approved BEACON Budget.

¹Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs², registration fees, hotel accommodations, food and meals, and/or mileage (reimbursed at \$0.54 per mile) to and from such activities are not included under this Agreement. BEACON shall separately reimburse CONTRACTOR for expenses related to these events and activities, consistent with the approved BEACON budget. For Food and Meals only reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated.

²“Travel Costs” are defined as reimbursement of authorized out-of-pocket expenses that are reasonably, actually, and necessarily incurred as a result of conducting BEACON business. If CONTRACTOR incurs Travel Costs while representing multiple clients, CONTRACTOR agrees BEACON shall not be responsible for all Travel Costs, but only for a pro rata share as determined based on the percentage of time allocable to BEACON. The reimbursement rate for hotel accommodations shall not exceed \$350 per night including all taxes and fees. BEACON and CONTRACTOR agree the following is **not** authorized unless pre-approved in writing by BEACON: Out-of-country travel, Private Aircraft Transportation, First Class airline travel, and Relocation.

ATTACHMENT 2

BEACON Executive Director Job Description

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

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

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

EXAMPLES OF DUTIES:

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

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

Conducts complex analysis and prepares written reports and recommendations on a range of programs, policies, and projects.

Responsible for preparing agendas and meeting materials for attends all BEACON Board meetings and is and responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Chair of the Board.

Prepares agendas and meeting materials for the BEACON Executive Committee and responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Chair of the Board.

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

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

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

Serves as BEACON Science Director and is responsible for organizing and supporting the activities of the BEACON Science Advisory Committee (SAC). Prepares agendas and meeting materials for the BEACON SAC and is responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Co-Chairs of the SAC.

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

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

Provides regular updates to member agency City Councils, and Boards of Supervisors regarding BEACON activities and progress towards priority goals and objectives.

Provides BEACON Board of Directors with an annual review of Executive Director activities and accomplishments as part of an annual review process.

Contractor may undertake additional environmental planning expert services related to sediment management and climate and sea-level rise adaptation planning as directed and may be additionally compensated for same dependent on the availability of grant funding.

QUALIFICATION GUIDELINES:

Knowledge Of:

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

Skills and Abilities In:

Planning, organizing, coordinating and directing BEACON programs and activities.

Analyzing functional, organizational and financial characteristics of regional environmental, coastal and marine projects, evaluating alternatives, and recommending effective courses of action relating to BEACON functions.

Interpreting, explaining and applying BEACON law and policies and related state and federal laws.

Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing BEACON effectively in contacts with the public, BEACON member agencies, and other public agencies, including state and federal agencies and partners

Promoting cooperative relationships with BEACON member agencies and their staff, other public agencies, public groups concerned with BEACON functions and operations.

Supplemental Information:

Works primarily in a home office environment but regular travel is required within the region of Santa Barbara and Ventura counties.

RECRUITING STANDARDS:

Education/Experience:

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

OTHER REQUIREMENTS:

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



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: July 15, 2022
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: July 8, 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 September Meeting Agenda:

- A. Grants and Contracts Updates
- B. Project Updates
- C. Regional SLR Adaptation Planning