



A California Joint Powers Agency

**Member Agency  
Representatives**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, 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

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[Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov)

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

## NOTICE MEETING

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

March 17, 2023

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: March 17, 2023**

**TIME: 9:00 AM**

**PLACE: IN-PERSON AND TELECONFERENCE (see details below)**

The agenda of business to be conducted is below.

**Vianey Lopez, Chairperson BEACON**

Members of the public may participate in-person for this meeting at the following locations:

**County of Ventura  
Government Center  
800 S. Victoria Ave., 4<sup>th</sup> Floor  
Point Mugu Room  
Ventura, CA 93003**

**Asilomar Hotel  
800 Asilomar Ave,  
Pacific Grove, CA 93950**

**City of Carpinteria  
Carpinteria City Hall  
City Council Chambers  
5775 Carpinteria Ave  
Carpinteria, CA 93013**

**County of Santa Barbara  
Administration Building  
105 E. Anapamu St  
4<sup>th</sup> Floor, 2<sup>nd</sup> District Office  
Santa Barbara, CA 93101**

**City of Goleta  
Goleta City Hall, Conference  
Room 1  
130 Cremona Drive  
Goleta, CA 93117**

**901 Sterling Hills Dr,  
Camarillo, CA 93010**

Members of the public may also participate via teleconference for this meeting by:

1. You may observe the live meeting of the Board of Directors via Zoom Meeting:  
<https://us02web.zoom.us/j/88916030203?pwd=RWNyZlZGLzIVV001Qm16VTgxZWpJQT09>

Meeting ID: 88916030203  
Passcode: 428483

2. You may call in to listen live to the Board of Directors meeting by dialing **1669-900-6833** and then entering the following when prompted:  
Meeting ID: **889 1603 0203** and  
Passcode: **428483**
3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:
  - a. Distribution to the Board. Submit comments via email to [Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Wednesday, March 15, 2023, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Wednesday, March 15, 2023. Your comment will be placed into the record and distributed appropriately.
  - b. Read into the record at the meeting. Submit comments of 250 words, or less, via email to [Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Wednesday, March 15, 2023 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 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. 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

*The following matters listed under Administrative Items constitute a consent agenda, and will be acted upon by a single roll call vote of the Board. Matters listed as an Administrative Item will be read only on the request of a member of the Board or the public, in which event the matter shall be removed from the Administrative Agenda and considered as a separate item.*

- B. Approval of Agenda and Filing of Certificate of Agenda Posting.
- C. Consideration and Approval of Minutes of the BEACON Meeting held on January 20, 2023.
- D. BEACON Board Meeting Calendar for 2023. Review and adopt an updated Board Meeting Calendar for 2023.



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

**3. Presentations TIME CERTAIN 10:00 AM**

Receive presentations on Science of Regional Sediment Management and 2023 Emergency Beach Sediment Deposition Projects at Goleta Beach and Carpinteria Beach by Dr. Kiki Patsch, BEACON Science Advisory Committee (SAC) Co-Chair; and by Walter Rubalcava, Deputy Director, Santa Barbara County Public Works-Water Resources and Andrew Raaf, Environmental Manager, Santa Barbara County Flood Control District.

**4. Projects – No items**

**5. BEACON Organization and Program**

**A. Board Member Reports**

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

**B. Executive Committee Bylaws**

***Recommended Action:***

Review and approve the amended Executive Committee Bylaws (requires a 2/3 majority vote of the Board of Directors) to require performance and organizational review no more frequently than every other year (biennially) and to revise the Executive Committee meeting schedule to indicate two regular meetings per year while deleting the specific references to meetings in December and May (Exhibit 1).

**C. BEACON Budget Actions and Financial Reports**

***Recommended Actions:***

- i. Receive and file the Fiscal Year 2021-2022 Budget-to-Actual report for the year-to-date period ending February 28, 2023 (Exhibit I);
- ii. Authorize the Auditor-Controller's Office to make the budgetary adjustment as follows (requires 6/10 vote):  
DECREASE 5665-2199-GATV-GFUN \$16,000.00  
INCREASE 5668-2199-CCMF-RCAM \$16,000.00;
- iii. Adopt an increase to voting member assessments (membership dues) by 5.1% for Fiscal Year 2023-2024 to provide an additional \$16,303 in revenue. (Exhibit II) (Requires unanimous approval (10/10 vote);
- iv. Upon approval of member assessments, review the Recommended Fiscal Year 2023-2024 Budget (Exhibit III) with Final Budget Approval to be Presented at May 2023 BEACON Board Meeting.



#### **D. BEACON Contracts and Agreements**

##### ***Recommended Actions:***

- i. Adopt Resolution 2023-2 designating the Chair and the Executive Director as incumbents authorized to negotiate and execute Agreement 22-120 with the State Coastal Conservancy and amendments to it on behalf of BEACON as grantee (Attachment 1).
- ii. Approve and authorize the Chair to execute an Agreement with California State Coastal Conservancy to provide funds for BEACON to complete a study of options for integrating Regional Sediment Management and Sea-Level Rise (SLR) Adaptation with a period of performance from March 31, 2023 through December 31, 2024 in an amount not to exceed \$50,000 (Attachment 2).
- iii. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, including Geographic Information Systems (GIS), in an amount not to exceed \$10,000 with a period of performance from April 1, 2023 through June 30, 2023. (Attachment 3).

#### **6. Closed Session**

Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).)

Conference with Labor Negotiators (Gov. Code § 54957.6(a).)

Employee: Executive Director.

Agency-designated representatives: Chair Lopez and Counsel McKenzie.

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

The Executive Director will report on recent activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects, including the status of recent BEACON presentations on activities and accomplishments to our member agencies. There will be no Board discussion except to ask questions or refer matters to Staff; no action will be taken unless listed on a subsequent agenda.

Upcoming May Meeting Agenda:

- A. Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning
- B. Project Updates
- C. BEACON Budget Review and Approval
- D. Contracts and Agreements Review and Approval

#### **8. Adjourn**

##### **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.



A California Joint Powers Agency

**Member Agencies**

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City of Carpinteria

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Gabe Teran  
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Eric Friedman  
City of Santa Barbara

Laura Capps  
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County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

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

**STAFF REPORT**

**Meeting Date: March 17, 2023**  
**Agenda Item: 1B-D**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: March 10, 2023**

**Subject: Administrative Items**

**RECOMMENDED ACTION:**

*The following matters listed under Administrative Items constitute a consent agenda, and will be acted upon by a single roll call vote of the Board. Matters listed as an Administrative Item will be read only on the request of a member of the Board or the public, in which event the matter shall be removed from the Administrative Agenda and considered as a separate item.*

- B. Approval of Agenda and Filing of Certificate of Agenda Posting.**
- C. Consideration and Approval of Minutes of the BEACON Meeting held on January 20, 2023.**
- D. BEACON Board Meeting Calendar for 2023. Review and adopt an updated Board Meeting Calendar for 2023.**

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions – Chair, Laura Capps.
Minutes/ Actions:		<p><b>Directors Present:</b></p> <ul style="list-style-type: none"><li>• Laura Capps (County of Santa Barbara)</li><li>• Das Williams (County of Santa Barbara)</li><li>• Eric Friedman (City of Santa Barbara)</li><li>• Vianey Lopez (City of Oxnard)</li><li>• Matt LaVere (County of Ventura)</li><li>• Kyle Richards (City of Goleta)</li><li>• Gabe Teran, (City of Oxnard)</li><li>• Steven Gama, (City of Port Hueneme)</li><li>• Doug Halter (City of Ventura)</li><li>• Al Clark (City of Carpinteria)</li></ul> <p><b>Directors Not Present:</b></p> <ul style="list-style-type: none"><li>• All present</li></ul>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Item</b>	<b>1B</b>	<p><b>Report on Circumstances of the COVID-19 State of Emergency</b></p> <p><b>Recommended Actions:</b></p> <ul style="list-style-type: none"><li><b>i. Receive and file:</b><ul style="list-style-type: none"><li><b>a. An update that the State and County remain under a proclaimed state of emergency related to COVID-19; and</b></li><li><b>b. The County of Santa Barbara Public Health Department recommendation issued September 1, 2022, and the Ventura County Health Officer recommendation issued November 15, 2021, regarding social distancing.</b></li></ul></li><li><b>ii. Based on the above findings proceed with this meeting.</b></li><li><b>iii. Receive a report on teleconference options and direct staff to notice and hold meetings consistent with the traditional Brown Act teleconference rules allowing for either remote or in-person meetings so long as all requirements are met.</b></li></ul>
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## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Minutes/ Actions:</b>	<p><b>Legal Counsel, Susan McKenzie, explained that since the start of the pandemic and through the passage of AB361, the Board has been able to meet remotely without complying with traditional Brown Act teleconference rules. As has been widely reported, California is likely to end the COVID State of Emergency as of February 28, 2023. If this occurs, the requirements under AB 361 as it relates to COVID can no longer be met. Thus, under Brown Act, the Board can meet in person, as prior to COVID, or comply with the traditional teleconference rules , or a mixture of both. Legal Counsel explained Brown Act meeting requirements under the traditional teleconference rules, AB361, and AB2449.</b></p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"><li>• Director Williams asked that if he participated remotely under the Brown Act and his daughter was with him, would he have to identify his daughter?</li><li>• Legal Counsel McKenzie responded that if Director William’s daughter is under 18 years, then no identification would be required.</li><li>• Director Richards asked if the Board returned to in-person meetings at the City of Carpinteria Council Chambers, would the room have the technical facilities to accommodate teleconferencing?</li><li>• Legal Counsel McKenzie responded that if the Board went back to in-person, no remote accommodations are required. If the Brown Act traditional teleconferencing rules are being followed, no remote access (such as zoom) is required; however, each location must be able to hear all speakers</li><li>• Executive Director Beyeler indicated that BEACON has historically shown itself to be a very successful hybrid agency. AB 2449 is very complex. Conversely, under the traditional teleconference Brown Act rule, any Board Member can participate remotely if the meeting agenda is posted at the remote location and all Board actions are taken with a full rollcall (which BEACON does anyway). Executive Director Beyeler continued that the City of Carpinteria Council Chambers has the technical capabilities for a hybrid meeting. BEACON has historically been forced to chase quorums and public participation at City Hall has been challenging. By adopting the hybrid (or tele-conferencing) scenario, we accommodate maximum Board and public participation.</li><li>• Director Gama indicated that he was currently at Port Hueneme offices but that there was no public access. Would he have to participate next time at Port Hueneme City Hall in order to accommodate public participation?</li><li>• Legal Counsel McKenzie responded to the affirmative and clarified that the scenario being described under the Brown Act should not be referred to as “hybrid” but rather “traditional teleconference rules with multiple locations”.</li><li>• Director Williams indicated that if one uses their own home as a teleconference venue it must be noticed correctly.</li><li>• Director Friedman indicated he was supportive of the teleconferencing approach.</li><li>• Director Friedman asked whether under the teleconference approach, do we need a quorum at any specific location?</li><li>• Legal Counsel McKenzie responded a quorum within the jurisdiction is needed. In other words, at least six Directors must appear in from within SB County jurisdiction and Ventura County jurisdiction.</li><li>• Director Capps indicated that it looked like there was consensus on the traditional teleconferencing approach.</li></ul>
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## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

	<ul style="list-style-type: none"><li>Legal Counsel McKenzie responded that because the Board does not meet again till March 2023, we need direction from the Board on whether to do traditional teleconferencing for the next Board Meeting or for the future in general.</li></ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>None.</li></ul> <p><b>The Board approved the recommended action and unanimously directed the use of traditional teleconference rules for Board Meetings. Moved by Friedman / Second by La Vere.</b></p>
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<b>Item</b>	<b>1C</b>	<b>Approval of Agenda and Filing of Certificate of Agenda Posting</b> <b>Action: Approve and file.</b>
<b>Minutes/ Actions:</b>	<p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"><li>None.</li></ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>None.</li></ul> <p><b>The agenda was approved unanimously by the Board. Moved by Richards / Second by Gama.</b></p>	

<b>Item</b>	<b>1D</b>	<b>Consideration and Approval of Minutes of the BEACON Meeting held on November 7, 2022.</b> <b>Action: Approve and file.</b>
<b>Minutes/ Actions:</b>	<p><b>Board Members Comments:</b></p> <p>None.</p> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>None.</li></ul> <p><b>The Board approved unanimously to approve and file the BEACON Board Minutes from November 7, 2022. Moved by LaVere / Second by Friedman.</b></p>	

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Item</b>	<b>1E</b>	<b>Election of Officers</b> <b>Recommended Action:</b> <b>Elect a Chair and Vice-Chair to serve a two-year term for calendar years 2023 and 2024.</b>
<b>Minutes/ Actions:</b>		<p>Executive Director Beyeler reminded the Board that the election of officers was for a two-year term and that the Chair and Vice Chair should come from different County jurisdictions. Chair Capps succeeded Chair Hart, who's two-year term as Chair ends in December 2023. Carmen Ramirez was the Vice Chair and would have been the Chair starting in 2023.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"><li>• Director Friedman nominated Director Lopez as the new Chair and Director Richards as the new Vice Chair.</li><li>• Director Richards thanked the Board for the nomination and accepted it.</li><li>• Director Lopez thanked the Board and accepted the nomination.</li></ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>• None.</li></ul> <p><b>The Board approved unanimously Director Lopez as the new Chair and Director Richards as the new Vice Chair. Moved by Williams / Second by Friedman.</b></p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Item</b>	<b>1F</b>	<b>Appointment of BEACON Executive Committee (2023-2024)</b> <b>Recommended Action:</b> <b>Confirm the following Chair's appointments to the BEACON Executive Committee for calendar years 2023 and 2024: the Past Chair, the Current Chair, the Current Vice Chair, one member from the Ventura County area member agencies, and one member from the Santa Barbara County area member agencies.</b>
<b>Minutes/ Actions:</b>		<p>Executive Director Beyeler reminded the Board that the Executive Committee was established two years ago to provide focused leadership for BEACON. The Executive Committee has historically been made up of at least the past Chair, the current Chair, one Director from a Ventura County jurisdiction, and one member from a Santa Barbara County jurisdiction. Based on this formula, Director Capps would be invited to sit on the committee as the past Chair, Director Lopez as the current Chair.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• Director Friedman indicated that he would be interested in continuing to sit on the committee as the Santa Barbara County jurisdiction representative.</li> <li>• Director Gama volunteered to sit on the committee as the Ventura County representative.</li> <li>• Director Richards requested to stay on the committee.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>The Board approved unanimously Director Lopez, Capps, Friedman, Richards, and Gama as the new Executive Committee members. Moved by Richards / Second by Halter.</b></p>
<b>Item</b>	<b>2</b>	<b>Public Comment and Other Matters not on the Agenda</b> <b>Receive public comments.</b>
<b>Minutes/ Actions:</b>		<p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• Dan Gira of Wood Consulting and working for Santa Barbara County Parks. Mr. Gira stated that the Park Department would like to work with BEACON to secure funding for sand retention projects/program. Mr. Gira also indicated that the SB County Flood Control District will be taking debris basin sediment to Goleta Beach under emergency permits, following the recent storms.</li> </ul>
<b>Item</b>	<b>3</b>	<b>Presentations</b> <b>Presentation on Sea Level Rise Adaptation by a representative of the California Department of Parks and Recreation.</b>
<b>Minutes/ Actions:</b>		<p>Executive Director Beyeler indicated that due to the recent storms and resulting emergency conditions, the California Department of Parks and Recreation are not able to attend the meeting. The presentation will be rescheduled for a future Board meeting.</p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Item</b>	<b>4</b>	<b>Kelp Anchor Demonstration Project</b> <b>Recommended Actions:</b> <b>i. Receive and file a Staff Report on the status of the Kelp Anchor Demonstration Project.</b> <b>ii. Adopt a Resolution authorizing the Executive Director to approve a new five-year Lease from the California State Lands Commission for the Kelp Anchor Demonstration Project in order to allow a scientific review and assessment of the kelp anchor area document the success of the project objectives.</b>
<b>Minutes/ Actions:</b>	<p>Program Manager, Gerald Comati explained that the Kelp Anchor project dates back to 2014, when BEACON first secured permitting as the lead agency in delivering this innovative project to demonstrate a method to re-establish kelp in Goleta Bay. The system, developed by Mr. Bob Kiel of the Seattle Aquarium, creates a hard structure “hold-down” within the sand seabed for kelp spores to attach and re-establish kelp. By 2016 the project was installed and showed great success in establishing new kelp growth. In 2017 BEACON secured an extension to the State Lands Commission Lease for an additional five years. Design improvements to the system were initiated starting in 2018.</p> <p>The 2017 State Lands Lease extension expired at the end of 2022 and BEACON staff have been in communication with the State Lands indicating BEACON will seek a new lease for an additional five-years. The new lease will allow the project team, through use of funding from the Refugio Oil Spill Damage Assessment and Restoration Plan (DARP), to perform a scientific review and assessment of the project area and provide documentation of the marine environment both within and outside the project area. Mr. Comati added that a Resolution was required by SLC for the new lease. The attached is a Resolution for adoption by the Board authorizing the Executive Director to approve the new State Lands Commission lease.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"><li>• Director Richards indicated he was very excited about the design development (the Octo Condo’s) and supports the continued evolution of the project. He requested an update on progress at a suitable future Board Meeting.</li><li>• Director Capps also indicated her support for the project. She asked is UCSB was involved?</li><li>• Executive Director Beyeler responded that UCSB will be involved in the scientific review and assessment.</li></ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>• None.</li></ul> <p><b>The Board approved unanimously the recommended actions. Moved by Friedman / Second by Williams.</b></p>	

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

Item	5A	BEACON Organization and Program - Board Members Reports.
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"><li>• Director Friedman reported that as the Chair of the League of California Coastal Cities Leadership Group he is very excited to be working with the new Coastal Commission Executive Director who is replacing Jack Ainsworth. In addition, Director Friedman reported that he continued to work with the Government Working Group on ways to improve Local Coastal Plan updates. A workshop on this subject, focusing on a “neighborhood approach”, is scheduled for January 27, 2023, in Santa Barbara.</li><li>• Director Teran expressed his excitement to be at his first BEACON meeting. He indicated that he may have a conflict for the March Board meeting but will work with the Executive Director.</li><li>• Director Gama expressed his great thanks to Directors Lopez and La Vere offices in their help to resolve the air quality credits issues with ongoing Channel Island dredge project.</li><li>• Director Capps expressed her excitement to join the BEACON organization. Director Capps indicated that she has been observing the post-storm beach nourishment operations at Goleta Beach closely.</li><li>• Director Richards expressed his thanks for the vote of confidence in nominating him as Vice Chair. Director Richards acknowledged the County for its exceptional response to the storms and its extremely high level of care for our community. Director Richards continued, that there is concern in Goleta about the post-storm dumping at Goleta Beach and the community messaging in terms of beach nourishment versus sediment deposits. BEACON may be able get involved.</li><li>• Director Williams reported he is engaged in the post-storm debris basin deposition operations at both Goleta Beach and Ash Avenue. The sediment is being sorted with organics being removed along with larger rocks. The sediment is being taken to the nearest beach in order to minimize the carbon footprint. Director Williams also asked if the SB Yacht Club needs sediment. He indicated he would be happy to connect on the outreach front to explain what happens if we don’t clean out the debris basins and the negatives of truck sediments to inland locations far away.</li></ul>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Monday, January 20, 2023

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**PLACE:** TELECONFERENCE

<b>Item</b>	<b>5B</b>	<b>BEACON Contracts and Agreements</b> <b>Recommended Action:</b> Approve and authorize the Chair to execute an Amendment No. 1 to the contract with Moss, Levy, & Hartzheim to provide financial audit services without a change in an amount not to exceed \$9,750 and which extends the period of performance three months for a revised term of July 1, 2022, through March 31, 2023 (Attachment 1).
<b>Minutes/ Actions:</b>	<p>Executive Director Beyeler explained that BEACON does fiscal audits every two years. BEACON contracted with Moss, Levy, &amp; Hartzheim in 2022, a private accounting firm, to perform the audit. Because BEACON is more complex now and more time is needed to complete the work. Consequently, a contract amendment is being recommended for approval to extend the term of the contract to March 31, 2023.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"><li>• None.</li></ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>• None.</li></ul> <p><b>The Board approved unanimously the recommended actions. Moved by Gama / Second by Williams.</b></p>	

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Monday, January 20, 2023**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE**

Item	6	Executive Director's Report and Communications
Minutes/ Actions:		<p>The Executive Director reported on the following activities:</p> <ul style="list-style-type: none"><li>• <b>Post Storm Sediment Deposits to Beaches.</b> Mr. Beyeler has requested that SB County Flood Control + Env Health provide a presentation at the March Board Meeting to address the questions raised re/ the post-storm sediment deposits at Goleta Beach and Ash Avenue. Staff is working with USCB to figure out if there are new standards that we can apply when bringing sediment to beaches. We want to compare emergency permit conditions with standard permit conditions. Regarding out-reach, first we want to present to the Board in March. BEACON represents an excellent venue for presentations and discussions.</li><li>• <b>Budget.</b> Staff will bring the FY23-24 dues proposal for a vote to the Board in March, as to be in better alignment with the member jurisdiction's own annual budget processes. The staff will also bring the FY 23-24 proposed budget to the Board for review in March and for a final vote in May.</li><li>• <b>Headwaters to Oceans Conference.</b> BEACON is pursuing co-hosting the Headwaters to Oceans Conference this fall, which will take place in Ventura. BEACON will focus on science and implementation.</li></ul> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"><li>• Director Lopez thanked Staff and the Board for a lot of great work and thanked the Executive Committee for its leadership.</li><li>• Director Gama asked what days will the Executive Committee be meetings?</li><li>• Executive Director Beyeler responded that the exact dates for the Executive Committee meetings are not decided yet.</li></ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>• Mr. Dan Gira indicated that to date 50,000 CY of sediment has been taken to Goleta Beach, which is the biggest deposit since 2011. Mr. Gira added that education is the key. People often do not realize that beach sand comes from the creeks. Mr. Gira concluded with an acknowledgement of the SB County Flood Control for its amazing efficiency in delivering the sediment.</li></ul>

**Adjourn to next regular meeting March 17, 2023, at 9:00 AM at the Carpinteria City Hall and via Teleconference.**

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



A California Joint Powers Agency

**Member Agencies**

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*City of Carpinteria*

Kyle Richards, Vice-Chair  
*City of Goleta*

Gabe Teran  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Doug Halter  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Laura Capps  
Das Williams  
*County of Santa Barbara*

Vianey Lopez, Chair  
Matt LaVere  
*County of Ventura*

**Executive Director**  
Marc Beyeler

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**STAFF REPORT**

Meeting Date: March 17, 2023  
Agenda Item: 1D

To: BEACON Board of Directors  
From: Executive Director

Date: March 10, 2023

Subject: BEACON Board Meeting Schedule for 2023

**RECOMMENDED ACTION:**

Review and adopt an updated Board Meeting Calendar for 2023.

**DISCUSSION:**

Based on the Board's direction at the January 20, 2023 meeting, BEACON staff recommends the Board adopt an updated Board meeting schedule as for the remaining calendar year of 2023.

Regular meetings will be held beginning at 9:00 at Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA 93013 and via teleconference in accordance with Government Code section 54953(b) on the following dates, unless otherwise designated or directed by the Board:

March Board Meeting	Friday, March 17, 2023
May Board Meeting	Friday, May 19, 2023
July Board Meeting	Friday, July 21, 2023
September Board Meeting	Friday, September 22, 2023
November Board Meeting	Friday, November 17, 2023





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**STAFF REPORT**

**Meeting Date: March 17, 2023**  
**Agenda Item: 2**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: March 10, 2023**

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

**RECOMMENDED ACTION:**

Receive Public Comments.



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**STAFF REPORT**

**Meeting Date: Mach 17, 2023**

**Agenda Item: 3**

**To: BEACON Board of Directors**  
**From:** Marc Beyeler, BEACON Executive Director  
Gerald Comati, BEACON Program Manager

**Date: March 10, 2023**

**Subject: Presentation**

Receive presentations on Science of Regional Sediment Management and 2023 Emergency Beach Sediment Deposition Projects at Goleta Beach and Carpinteria Beach by Dr. Kiki Patsch, BEACON Science Advisory Committee (SAC) Co-Chair; and by Walter Rubalcava, Deputy Director, Santa Barbara County Public Works-Water Resources and Andrew Raaf, Environmental Manager, Santa Barbara County Flood Control District.

**DISCUSSION:**

Dr. Kiki Patsch, Chair of the BEACON Science Advisory Committee (SAC), and Associate Professor, California State University Channel Islands, will provide brief comments on recent science activities supporting Regional Sediment Management, and related Sea Level Rise Adaptation, by BEACON and the SAC in the Santa Barbara Littoral Cell.

Mr. Walter Rubalcava and Mr. Andrew Raaf, representing Santa Barbara County Department of Public Works and Flood Control District, will provide a summary of the 2023 Emergency Beach Sediment Deposition projects at Goleta County Beach Park and at Carpinteria City Beach undertaken by Santa Barbara County Public Works.

Regional beaches, including regional recreational dry sand beaches, are at increasing risk of loss. The best available science estimates that 1/3 to 2/3 of regional beaches will be lost by the year 2100 without heightened intervention and management actions to address the threatened landscapes.

Regional beaches have been threatened with coastal erosion for decades requiring interventions, including large scale harbor dredging and creek and stream sand excavations, including debris basin clean-outs.

Increasingly however, more frequent extreme storm events, as both the 2018 Montecito Debris Flow and the 2023 January Storm events show, will likely contribute large amounts of sediment to local rivers, streams, and creeks requiring even more active management.

Regional Sediment Management is needed if we are to retain our local sandy beaches. BEACON has been committed to contributing to best policy and science, employing the best monitoring and resource management practices, for a long time.



In 2000, the California Beach Restoration Report was prepared by the Department of Boating and Waterways and the California State Coastal Conservancy, including analysis of the Santa Barbara Littoral Cell, identifying the need for more study of several aspects of littoral cell sediment dynamics, transport and fate. This report was augmented by several additional studies addressing these different aspects of the Santa Barbara Littoral Cell, including Patsch and Griggs, 2006, 2007; and Barnard, et al, 2009.

In 2009, BEACON adopted the Coastal Regional Sediment Management Plan. Since that time BEACON has continued to support, develop, and employ the best available science. BEACON Staff have been working to address the need for, and pathway(s) to, better coordination of Regional Sediment Management, including a new regional permit program, in the Santa Barbara Littoral Cell.

In the past five years plus, BEACON staff have undertaken multiple project initiatives to address advancing improved regional sediment management and integration of regional sediment management and Sea Level Rise, including importantly efforts to support, develop, and utilize the best available science. These project initiatives and efforts, include: the Debris Basin Redesign Pilot Project (2016-2017; On-Going) with SB County Public Works; the Carpinteria-Rincon Trail Opportunistic Sediment Placement Project: Providing Updated Beach Sampling at Receiver Sites (2020-21); and, the Science Research Agenda (2021).

BEACON staff are currently working on complimentary project initiatives addressing improved regional sediment management and Sea Level Rise adaptation: (1) the Regional Coastal Resilience Sediment Pilot Program (2021), involving analyzing sediment littoral transport and fate, and evaluating sandy beach ecology at select beach locations in the Santa Barbara Littoral Cell to inform regional permitting; and, (2) the Regional Coastal Adaptation Monitoring Program (RCAMP, 2022), involving preparing a regional adaptation monitoring plan and identifying pilot regional monitoring projects to support regional adaptation decision-making. Both of these projects can contribute essential information to support a regional sediment management permit program. The results from both of these programs will be forthcoming in 2023 and 2024.

There are multiple permitted beach and nearshore marine sediment deposition projects ongoing in the Santa Barbara Littoral Cell involving the placement of sediment on and adjacent to dry sand beaches, primarily from local harbors and harbor areas, involving the issuance of 'regular' permits.

In addition, in the past five years, there have now been two large sediment debris rainfall and storm events along the South Coast of Santa Barbara and Ventura counties within the Santa Barbara Littoral Cell (January 2018 and January 2023), resulting in emergency sediment deposit activities from inland debris basin and debris flow sources, undertaken under 'emergency' permits.

Since 2019 BEACON has been working more closely with Santa Barbara County officials and city officials to undertake additional analyses of regional sediment and coastal beach ecology to support improved management strategies and actions. As described above, BEACON has sought to fill key knowledge and data gaps, and contribute to development of decision-support tools. BEACON is eager to continue to work with a broad community of participants to develop and implement the best Regional Sediment Management system with the best coastal resource protections and community multiple benefits, acting in partnership with Santa Barbara County, the cities of Goleta and Carpinteria, community stakeholders, local affected residents, and the public.



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**STAFF REPORT**

**Meeting Date: March 17, 2023**  
**Agenda Item: 5A**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: March 10, 2023**

**Subject: Board Member Reports**

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



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**STAFF REPORT**

**Meeting Date: March 17, 2023**  
**Agenda Item: 5B**

**To: BEACON Board of Directors**  
**From: Executive Director**

**Date: March 10, 2023**

**Subject: REVISED BYLAWS-BEACON EXECUTIVE COMMITTEE**

**RECOMMENDED ACTION:**

Review and approve the amended Executive Committee Bylaws (requires a 2/3 majority vote of the Board of Directors) to require performance and organizational review no more frequently than every other year (biennially) and to revise the Executive Committee meeting schedule to indicate two regular meetings per year while deleting the specific references to meetings in December and May (Exhibit 1).

**DISCUSSION:**

At a special meeting on February 21, 2021, the BEACON Board of Directors approved the Initial Bylaws for the BEACON Executive Committee.

This staff report includes two specific recommendations to slightly change the Bylaws: (1) to delete any calendar reference to meeting dates, rather simply specifying a minimum of two meetings per year; and (2) allowing for a biennial performance evaluation of BEACON's goals, structure, and performance, directed toward continually improving the planning, coordination, and implementation process.

On December 10, 2021, the Executive Committee met to discuss BEACON's Organization and Program performance evaluation and recommended updating the schedule to a biennial review. On March 18, 2022, the BEACON Board was agendaized to consider this item; however, due to lack of quorum the item was not considered. Executive Staff have developed the attached revised bylaws for consideration by the BEACON Board of Directors.

Exhibit 1: Recommended Revised Executive Committee Bylaws

## BYLAWS FOR BEACON EXECUTIVE COMMITTEE

*(Adopted by the BEACON Board of Directors March 17, 2023)*

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### 1.0 FUNCTION

The Executive Committee is a standing advisory committee that provides advice and recommendations to the policy making Board of Directors of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) as follows:

- An ~~annual~~ evaluation of BEACON'S goals, structure, and performance, directed toward continually improving the planning, coordination, and implementation process (BEACON Bylaws Art. VI, § 1.C), *to be conducted at least every other year*;
- As needed, review legislative priorities and any legislative proposals (BEACON Bylaws Art. IV, § B); and
- An annual review of the performance of BEACON'S Executive Director (BEACON Bylaws Art. IV, § B, Art. VI, § 1.C).

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### 2.0 REPRESENTATION & TERM

The Executive Committee shall consist of a minimum of 3 members and up to a maximum of 5 members from the BEACON Board of Directors which are designated as follows:

- The Past Chair;
- The Current Chair;
- The Current Vice Chair;
- One member from the Ventura County area member agencies; and
- One member from the Santa Barbara County area member agencies.

If there is a vacancy, duplicative member, or a member declines participation from the above positions (e.g. retirements, or other reasons), the Chair, at his or her discretion, may immediately appoint a member of the BEACON Board of Directors to serve on the Executive Committee. Thereafter, the newly appointed member(s) will be brought before the BEACON Board of Directors at the next regularly scheduled meeting for confirmation in accordance with BEACON Bylaws Article VI, Section A. Alternatively, the Chair may bring the matter before the Board at the next regularly scheduled meeting.

Each Executive Committee member shall serve for a two-year term, or if applicable, at the will and pleasure of their appointing authority. Executive Committee members may re-appointed to additional terms without limitation.

BEACON consultant staff shall provide support for Executive Committee including scheduling of meeting locations, preparing and distributing agendas and meeting materials, and taking meeting minutes.

### 3.0 VOTING

Each voting member shall be entitled to one vote. (Bylaws, Art. IV § D.) Only voting members who are present at the meeting may make a motion, second a motion, or vote upon a motion

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under consideration by Executive Committee. A motion shall pass if approved by a simple majority of the members present at the meeting unless otherwise required.

BEACON Executive or consultant staff may present recommended Board actions to the Executive Committee to receive the committee's professional advice and input. The Executive Committee may recommend approval of BEACON Executive or consultant staff recommendations or may formulate and approve its own recommendations and shall not be bound by those presented by BEACON Executive or consultant staff. BEACON Executive or consultant staff shall report to the BEACON Board of Directors on recommendations approved by Executive Committee.

#### 4.0 QUORUM

A quorum shall be two-thirds of the committee members (e.g. 2 of 3, or 3 of 5 members). A quorum shall be required for the conduct of any business of the Executive Committee. (Bylaws, Art. V, § 1.) No business shall be conducted by a committee without a quorum. (Bylaws, Art. V, § 1.)

#### 5.0 OFFICERS

Officers of the Executive Committee shall include a Chair and Vice Chair. The Current Chair and current Vice Chair of the BEACON Board shall serve as the Chair and Vice Chair of the Executive Committee. The Vice Chair shall serve as the Chair, pro tempore, when the Chair is absent.

#### 6.0 REPRESENTATION AT BEACON BOARD MEETINGS

Either the Chair or Vice Chair may represent the Executive Committee before the BEACON Board of Directors as may be needed to facilitate Board discussion on issues germane to the Executive Committee's advisory role.

#### 7.0 MEETINGS

Meetings of the Executive Committee shall be held at least twice annually. ~~May and December~~. The Chair may call additional meetings of the Executive Committee at his or her discretion as may be necessary. At the discretion of the Chair, meetings may be rescheduled or cancelled.

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Meetings shall be conducted in compliance with the Ralph M. Brown Act as amended (Government Code Section 54950 et seq.)

#### 8.0 BYLAW ADOPTION AND AMENDMENTS

A two-thirds majority of the BEACON Board of Directors shall be required to adopt these bylaws and any amendments to these bylaws. ~~SAC-The Executive Committee~~ may recommend bylaw amendments to the BEACON Board of Directors.

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**Member Agency  
Representatives**

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**STAFF REPORT**

**Meeting Date: March 17, 2023**  
**Agenda Item: 5C**

**To: BEACON Board of Directors**  
**From: BEACON Executive Director**

**Date: March 10, 2023**

**Subject: BEACON Budget Actions and Financial Reports**

**RECOMMENDED ACTIONS:**

- i. Receive and file the Fiscal Year 2021-2022 Budget-to-Actual report for the year-to-date period ending February 28, 2023 (Exhibit I);
- ii. Authorize the Auditor-Controller's Office to make the budgetary adjustment as follows (requires 6/10 vote):  
DECREASE 5665-2199-GATV-GFUN \$16,000.00  
INCREASE 5668-2199-CCMF-RCAM \$16,000.00;
- iii. Adopt an increase to voting member assessments (membership dues) by 5.1% for Fiscal Year 2023-2024 to provide an additional \$16,303 in revenue. (Exhibit II) (Requires unanimous approval (10/10 vote);
- iv. Upon approval of member assessments, review the Recommended Fiscal Year 2023-2024 Budget (Exhibit III) with Final Budget Approval to be Presented at May 2023 BEACON Board Meeting.

**DISCUSSION:**

**Recommendation i:**

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

**Recommendation ii:**

BEACON is reimbursed for certain project and grant management tasks it performs and this item recognizes the receipt of grant funds which offset BEACON operational expenses related to grants and project management.

**Recommendation iii:**

For the proposed fiscal year 2023-24 Budget, staff recommends a limited increase in dues based on the Cost of Living. For the current Fiscal Year 2022-23, the Board approved a 5.1 % Cost of Living increase for the budget year. For the proposed FY 2023-24 budget, staff is again requesting





limiting any increase in dues to a Cost of Living increase, in this case 5.1%, which is actually below the 6.9% Cost of Living used by Ventura County Auditor-Controller. This increase will provide BEACON with an additional \$16,303 in revenue. The increase is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services (Exhibit II).

BEACON Executive Staff is recommending that the members' dues increase for the coming Fiscal Year be limited to less than full a Cost of Living increase. Furthermore, to allow member agencies to budget for the proposed increase, a letter will be sent to all member agencies to notify them of the recommended increase. At the May 2023 BEACON Board meeting, we will request the Board consider the approval of the Final Budget for FY 2023-24 including the 5.1% Cost of Living increase. Approval of a member dues increase requires a unanimous consent of the Board (10/10).

**Recommendation iv:**

The Recommended Budget for FY 2023-24 includes a total operations budget of \$329,500. The operational expenses for this year include costs associated with budgeting for necessary professional services to BEACON, including BEACON's annual Agreement with California State University Channel Islands and for the coming fiscal year, funding for Science Support services and a Grants Specialist to assist the Executive Director and the Program Manager in managing extramural funding to BEACON. Without grant income, BEACON is unable to conduct a range of activities which support BEACON's primary goals and objectives. At the same time, many services required by BEACON are increasing including insurance costs, and project technical, professional, and communications consulting fees. Nonetheless, planned annual operating expenditures retain the BEACON fund balance at current levels. Final Budget approval will be presented to the Board at the May Board Meeting.

**Exhibits:**

- I. BEACON Budget to Actuals
- II. BEACON Proposed Membership Dues FY 2023-24
- III. BEACON Proposed Budget for FY 2023-24

**BEACON FUND 0025**  
**YEAR TO DATE UNADJUSTED BUDGET TO ACTUAL FY 2022-23**  
**FOR THE MONTH ENDING FEBRUARY 2023**

				BUDGET		
				Adopted Budget	Budget Mod	Revised Budget
FUND 0025 - UNASSIGNED FUND BALANCE						
Fund Balance		Unit	Account			
Appropriation of Fund Balance			5420-5950	263,613	19,000	282,613
Subtotal - Unassigned Fund Balance				263,613	19,000	282,613

ACTUAL YTD			
Total			
Actual	Encumbered	Revenue/Obligation	Variance
282,613		282,613	(0)
<b>282,613</b>	<b>-</b>	<b>282,613</b>	<b>(0)</b>

REVENUE - OPERATIONS DIVISION 5665			Unit	Account	
Revenue					
Operating Revenue:					
Investment Income (Interest Earnings)	5665	8911	1,150		1,150
Other Governmental Agencies (Membership Dues)	5665	9371	319,670		319,670
Grant and Project Revenue	5665	9252			-
Subtotal - Operating Revenue:			320,820	-	320,820
EXPENDITURES - OPERATIONS DIVISION 5665					
Operating Expenses (Overhead):					
Insurance	5665	2072	5,100		5,100
Memberships and Dues	5665	2131	2,000		2,000
Miscellaneous Expense	5665	2159	-	1,000	1,000
Technical Services	5665	2183	100,000	24,000	124,000
Attorney Services	5665	2185	12,000		12,000
Other Professional & Specialized Services	5665	2199	192,000		192,000
Education Conference and Seminars - (Registration fees for conferences)	5665	2273	2,000		2,000
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292	1,500		1,500
Subtotal - Operating Expenses:			314,600	25,000	339,600
Contingencies:					
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101	6,220	(6,000)	220
Subtotal - Contingencies:			6,220	(6,000)	220
SURPLUS / (DEFICIT) IN OPERATIONS DIVISION			-	-	(19,000)

2,651		2,651	1,501
266,395		266,395	(53,275)
		-	-
<b>269,046</b>	<b>-</b>	<b>269,046</b>	<b>(51,774)</b>
5,023		5,023	77
188		188	1,813
402		402	598
43,692	51,800	95,491.90	28,508
5,208	6,792	12,000	-
69,020	71,333	140,353	51,647
2,450		2,450.29	(450)
-		-	1,500
<b>125,983</b>	<b>129,925</b>	<b>255,907</b>	<b>83,693</b>
		-	220
<b>-</b>		<b>-</b>	<b>-</b>
<b>143,063</b>		<b>13,139</b>	

REVENUE - GRANTS DIVISION 5668		Unit	Account	Budget Mod	
Grant and Project Revenue:		Rebudgeted			
Grant Funding (OPC Grant for Debris Basin Modification Project)	5668	9252	530,470		530,470
Grant Funding (OPC Grant - Surfer's Point Project)	5668	9252			-
Grant Funding (OPC Grant - RSM/SLR Adaptation)	5668	9252	273,748		273,748
Grant Funding (CCMF -Regional Coastal Adaptation Monitoring	5668	9252		475,000	475,000
Subtotal - Grant and Project Revenue:			804,218	475,000	1,279,218
EXPENDITURES - GRANTS DIVISION 5668					
Grant Funding Expenditures:		Rebudgeted			
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3	5668	2183	530,470		530,470
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2, 3, 4, 5, 6, 7) - SB County Flood Control	5668	2183			-
OPC Grant - Debris Flow Modification Project:			530,470	-	530,470
Engineering and Tech Surveys - OPC Grant - Surfer's Point Project - City of Ventura	5668	2183			-
OPC Grant - Surfer's Point Project:			-	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199	26,600		26,600
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183	247,148		247,148
OPC Grant - RSM/SLR Adaptation:			273,748	-	273,748
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199		75,000	75,000
Engineering and Technical Surveys - OPC Grant - RCAMP	5668	2183		400,000	400,000
Cooperative City of Santa Barbara-RCAMP			-	475,000	475,000
			-		
Subtotal - Grant Funding Expenditures:			804,218	475,000	1,279,218
SURPLUS / (DEFICIT) IN GRANTS DIVISION				-	-

		-	(530,470)
		-	-
(71,193)		(71,193)	(344,941)
			(475,000)
<b>(71,193)</b>	<b>-</b>	<b>(71,193)</b>	<b>(1,350,411)</b>
	30,000	30,000	500,470
		-	-
<b>-</b>	<b>30,000</b>	<b>30,000</b>	<b>500,470</b>
		-	-
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
13,500	10,500	24,000	2,600
40,953	102,142	143,096	104,052
<b>54,453</b>	<b>112,642</b>	<b>167,096</b>	<b>106,652</b>
4,000	16,000	20,000	55,000
		-	400,000
<b>4,000</b>	<b>16,000</b>	<b>20,000</b>	<b>455,000</b>
<b>58,453</b>	<b>158,642</b>	<b>217,096</b>	<b>1,062,122</b>
<b>(129,646)</b>		<b>(288,289)</b>	

<b>FUND 0025 - COMBINED</b>				
TOTAL REVENUE		1,125,038	475,000	1,600,038
TOTAL FINANCING SOURCES		<b>1,388,651</b>	<b>494,000</b>	<b>1,882,651</b>
TOTAL EXPENDITURES		<b>1,125,038</b>	<b>494,000</b>	<b>1,619,038</b>

197,853	-	197,853	(1,402,185)
<b>480,466</b>	<b>-</b>	<b>480,466</b>	<b>(1,402,185)</b>
<b>184,436</b>	<b>288,567</b>	<b>473,003</b>	<b>1,145,815</b>

<b>Net Income/(Loss)</b>	<b>-</b>	<b>(19,000)</b>	<b>(19,000)</b>
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<b>13,417</b>			
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Ending Unassigned Fund Balance

**296,030**

# Fiscal Year 2023-2024

## BEACON Proposed Membership Dues

### OPTION #1

Entity	Fiscal Year 2020-21	Board Approved Increase 1.40%	Fiscal Year 2021-22	CPI Increase 5.10%	Fiscal Year 2022-23	CPI Increase 0.00%	Proposed Fiscal Year 2023-24
County of Ventura	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ -	\$ 53,275.00
County of Santa Barbara	49,990.00	700.00	50,690.00	2,585.00	53,275.00	-	53,275.00
City of Santa Barbara	41,660.00	583.00	42,243.00	2,154.00	44,397.00	-	44,397.00
City of Oxnard	41,660.00	583.00	42,243.00	2,154.00	44,397.00	-	44,397.00
City of Buenaventura	41,660.00	583.00	42,243.00	2,154.00	44,397.00	-	44,397.00
City of Carpinteria	25,000.00	350.00	25,350.00	1,293.00	26,643.00	-	26,643.00
City of Port Hueneme	25,000.00	350.00	25,350.00	1,293.00	26,643.00	-	26,643.00
City of Goleta	25,000.00	350.00	25,350.00	1,293.00	26,643.00	-	26,643.00
	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ -	\$ 319,670.00

### Option #2

Entity	Fiscal Year 2020-21	Board Approved 1.40%	Fiscal Year 2021-22	CPI Increase 5.10%	Fiscal Year 2022-23	CPI Increase 6.90%	Proposed Fiscal Year 2023-24
County of Ventura	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 3,676.00	\$ 56,951.00
County of Santa Barbara	49,990.00	700.00	50,690.00	2,585.00	53,275.00	3,676.00	56,951.00
City of Santa Barbara	41,660.00	583.00	42,243.00	2,154.00	44,397.00	3,063.00	47,460.00
City of Oxnard	41,660.00	583.00	42,243.00	2,154.00	44,397.00	3,063.00	47,460.00
City of Buenaventura	41,660.00	583.00	42,243.00	2,154.00	44,397.00	3,063.00	47,460.00
City of Carpinteria	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,838.00	28,481.00
City of Port Hueneme	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,838.00	28,481.00
City of Goleta	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,838.00	28,481.00
	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 22,055.00	\$ 341,725.00

### Option #3

Entity	Fiscal Year 2020-21	Board Approved 1.40%	Fiscal Year 2021-22	CPI Increase 5.10%	Fiscal Year 2022-23	CPI Increase 5.10%	Proposed Fiscal Year 2023-24
County of Ventura	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 2,717.00	\$ 55,992.00
County of Santa Barbara	49,990.00	700.00	50,690.00	2,585.00	53,275.00	2,717.00	55,992.00
City of Santa Barbara	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00
City of Oxnard	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00
City of Buenaventura	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00
City of Carpinteria	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00
City of Port Hueneme	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00
City of Goleta	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00
	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 16,303.00	\$ 335,973.00

Bureau of Labor Statistics

**CPI for All Urban Consumers (CPI-U)  
12-Month Percent Change**

Series Id: CUURS49ASA0  
 Not Seasonally Adjusted  
 Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all  
 Area: Los Angeles-Long Beach-Anaheim, CA  
 Item: All items  
 Base Period: 1982-84=100  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	2.1	2.1	2.0	1.5	1.6	1.6	1.9	2.3	2.2	3.0	2.1	1.9	2.0	1.8	2.3
2013	2.0	2.2	1.3	0.9	1.0	1.4	1.3	0.8	0.6	-0.1	0.4	1.1	1.1	1.5	0.7
2014	0.8	0.5	1.0	1.4	1.7	1.8	2.0	1.8	1.7	1.4	1.3	0.7	1.3	1.2	1.5
2015	-0.1	0.1	0.5	0.5	1.1	0.8	1.4	1.1	0.7	1.0	1.6	2.0	0.9	0.5	1.3
2016	3.1	2.4	1.7	2.0	1.4	1.8	1.1	1.4	1.9	2.2	1.8	2.0	1.9	2.1	1.7
2017	2.1	2.7	2.7	2.7	2.5	2.2	2.5	2.8	3.1	3.1	3.6	3.6	2.8	2.5	3.1
2018	3.5	3.6	3.8	4.0	4.1	4.0	3.9	3.9	3.9	4.1	3.6	3.2	3.8	3.8	3.8
2019	3.2	2.5	2.7	3.3	3.1	3.3	3.3	3.0	3.0	3.2	3.2	3.0	3.1	3.0	3.1
2020	3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6	1.9	1.4
2021	0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8	2.6	5.1
2022	7.5	7.4	8.5	7.9	8.0	8.6	7.7	7.6	7.8	7.5	6.0	4.9	7.4	8.0	6.9

<https://data.bls.gov/pdq/SurveyOutputServlet>

BEACON PROPOSED BUDGET FOR FY 2023-24

Fund O025		Division/ Unit Code	Account Code	FY 2021-22 Actual	FY2022-23 Adjusted Budget	FY 2022-23 Estimated Actual	FY 2023-24 Proposed Budget Option 1	FY 2023-24 Proposed Budget Option 2	FY 2023-24 Proposed Budget
FINANCING SOURCES							0% CPI - Dues Increase	6.9% CPI - Dues Increase	5.1% CPI - Dues Increase
Fund Balance									
Appropriation of Fund Balance				-		-	15,300	-	-
Revenue									
Operating Revenue:									
Investment Income	5665	8911		1,388	1,150	4,500	4,530	4,530	4,530
Membership Dues	5665	9371		304,159	319,670	319,670	319,670	341,725	335,973
Contributions and Donations	5665	9770		-		-	-	-	-
Subtotal - Operating Revenue:				305,547	320,820	324,170	324,200	346,255	340,503
Grant and Project Revenue:									
Grant Funding (OPC Grant for Debris Basin Modification Project)	5668	9252		(4,284)	514,856		-	-	-
Grant Funding (OPC Grant - Surfer's Point Project)	5668	9252		123,620			-	-	-
Grant Funding (OPC grant- RSM/SLR Adaptation)	5668	9252		150,347	290,453	96,600	-	-	-
Grant Funding (Coastal Comission-City of Santa Barbara/RCAMP)	5668	9252			475,000	16,000			
Subtotal - Grant and Project Revenue:				269,683	1,280,309	112,600	-	-	-
Total - Revenue:				575,230	1,601,129	436,770	324,200	346,255	340,503
TOTAL FINANCING SOURCES									
				575,230	1,601,129	436,770	324,200	346,255	340,503
EXPENDITURES									
Operating Expenses (Overhead):									
Communication & Outreach	5665	2031		-	-	-	10,000	10,000	10,000
Insurance	5665	2072		4,715	5,100	5,023	5,500	5,500	5,500
Memberships and Dues	5665	2131		850	2,000	2,000	2,000	2,000	2,000
Miscellaneous Expense	5665	2159		287	1,000	1,000	2,500	2,500	2,500
Technical Services	5665	2183		82,978	124,000	104,000	110,000	110,000	110,000
Attorney Services	5665	2185		10,850	12,000	12,000	12,000	12,000	12,000
Other Professional & Specialized Services	5665	2199		150,906	192,000	192,000	192,000	192,000	192,000
Education Conference and Seminars - (Registration fees for conferences)	5665	2273		1,350	2,000	4,000	4,000	4,000	4,000
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292			1,500	1,500	1,500	1,500	1,500
Subtotal - Operating Expenses:				251,936	339,600	321,523	339,500	339,500	339,500
Grant Funding Expenditures:									
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3	5668	2183		2,610	530,470	-	-	-	-
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2, 3, 4, 5, 6, 7) - SB County Flood Control	5668	2183				-	-	-	-
OPC Grant - Debris Flow Modification Project:				2,610	530,470	-	-	-	-
Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	5668	2183		98,231		-	-	-	-
OPC Grant - Surfer's Point Project:				98,231	-	-	-	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199		19,750	26,600	26,600			
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183		147,302	247,149	70,000			
OPC Grant - RSM/SLR Adaptation:				167,052	273,749	96,600	-	-	-
Subtotal - Grant Funding Expenditures:				167,052	273,749	96,600	-	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199			75,000	16,000			
Engineering and Technical Surveys - OPC Grant - RCAMP	5668	2183			400,000				
Cooperative City of Santa Barbara-RCAMP				-	475,000	16,000	-	-	-
Subtotal - Grant Funding Expenditures:				267,893	1,279,219	112,600	-	-	-
Contingencies:									
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101			220	220	-	-	-
Subtotal - Contingencies:				-	220	220	-	-	-
TOTAL EXPENDITURES									
				519,829	1,619,039	434,343	339,500	339,500	339,500
Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]				55,401	(17,910)	2,427	(15,300)	6,755	1,003
Fund O025 - Beginning Fund Balance				\$ 227,213	\$ 282,613	282,613	285,040	285,040	285,040
Fund O025 - Ending Fund Balance				\$ 227,213	\$ 264,703	285,040	269,740	291,795	286,043





A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, 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:**  
Staff@Beacon.ca.gov

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

**STAFF REPORT**

Meeting Date: March 17, 2023

Agenda Item: 5D

To: BEACON Board of Directors

From: Executive Director

Date: March 10, 2023

Subject: Contracts and Agreements

**Recommended Actions:**

- i. Adopt Resolution 2023-2 designating the Board of Director Chair and the Executive Director as incumbents authorized to negotiate and execute Agreement 22-120 with the State Coastal Conservancy and amendments to it on behalf of BEACON as grantee (Attachment 1)..
- ii. Approve and authorize the Board of Director Chair to execute an Agreement with California State Coastal Conservancy to provide funds for BEACON to complete a study of options for integrating Regional Sediment Management and Sea-Level Rise (SLR) Adaptation with a period of performance from March 31, 2023 through December 31, 2024 in an amount not to exceed \$50,000 (Attachment 2).
- iii. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, including Geographic Information Systems (GIS), in an amount not to exceed \$10,000 with a period of performance from April 1, 2023 through June 30, 2023 (Attachment 3).

**DISCUSSION:**

BEACON receives various grant funds to undertake research and to support its science activities. The SCC agreement will allow BEACON to complete a study of ways to better integrate RSM and SLR Adaptation efforts at the regional level along the BEACON Coast. The study will include an analysis of the best funding strategies to support these integrated program activities. The study is planned to be completed by the end of 2024.

All staff and professional services are carried out by either member agencies' staff or contract consultants. The private consultant positions include BEACON's executive director, and Program Manager, and have included a range of specialist professional services, including a federal programs specialist, a science support specialist, and a GIS specialist. BEACON has had important consultant specialists leave its professional employ. Currently, Beacon staff are recommending the Board approve a



short-term services agreement with Jenna Wisniewski to provide specialist science support services, including expertise in Geographic Information Systems (GIS). This agreement will include continuing support for the BEACON Science Advisory Committee (SAC) and provide BEACON with up-to-date, state of the art Geographic Information Systems (GIS) staff expertise to assist BEACON in its science programs. The proposed agreement provides BEACON with an individual uniquely qualified to provide necessary support services, with extensive knowledge and understanding of BEACON and its missions and operations.

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

IN THE MATTER OF APPROVING THE GRANT OF FUNDS FROM THE STATE COASTAL CONSERVANCY AND DESIGNATING THE BOARD CHAIR AND EXECUTIVE DIRECTOR THE AUTHORITY TO NEGOTIATE AND EXECUTE ON BEHALF OF BEACON THE GRANT AGREEMENT 22-120, ANY AMENDMENTS THERETO, AND, ANY CERTIFICATIONS THAT MAY BE REQUIRED TO SECURE GRANT FUNDING.

RESOLUTION 2023-02

**WHEREAS**, the Legislature of the State of California has established the State Coastal Conservancy (“Conservancy”) under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21;

**WHEREAS**, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy’s Strategic Plan and that best achieve the Conservancy’s statutory objectives, in light of limited funding;

**WHEREAS**, at its December 2, 2022 meeting, the Conservancy adopted a resolution authorizing a grant to BEACON (“grantee”) for Regional Sediment Management and Sea Level Rise (RSM-SLR) Adaptation Governance Study (“the project”). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy December 2, 2022 staff recommendation, a copy of which is on file with the grantee and with the Conservancy; and

**WHEREAS**, the Conservancy requires that governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Conservancy grant agreement number 22-120.

**THEREFORE, NOW BE IT RESOLVED** that the grantee hereby:

1. Approves the award of grant funding from the Conservancy for the project.
2. Acknowledges that it has or will have sufficient funds to complete the project and, if any property is acquired as part of the project to operate and maintain the property, and, if any facilities are constructed as a part of the project, to operate and maintain the facilities for a reasonable period, not less than the useful life of the facilities.
3. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the project.
4. Authorizes any of the following named member of the Board of Directors or agents of the



grantee to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements, amendments, and any certifications that may be required to secure grant funding to complete the project and to comply with the Conservancy's grant requirements including the grant agreement: Vianey Lopez, Chair, Board of Directors; Marc Beyeler, Executive Director.

PASSED AND ADOPTED this 17th day of March 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Marc Beyeler  
Executive Director

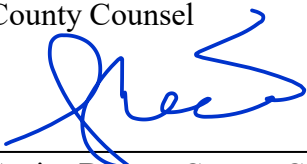
---

Vianey Lopez, Chair  
BEACON Board of Directors

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

APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel



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Senior Deputy County Counsel  
Counsel for BEACON

## GRANT AGREEMENT

Grant - Rev 11/20

GREEMENT NUMBER 22-120	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 77-0557953	

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 in the  
State of California, by and between:

AGENCY State Coastal Conservancy
GRANTEE'S NAME Beach Erosion Authority for Clean Oceans and Nourishment



and

### I. SCOPE OF AGREEMENT

Pursuant to Chapter 3 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) ("the grantee") a sum not to exceed \$50,000 (fifty thousand dollars) ("funds"), subject to this agreement.

*(Continued on the following pages)*

The provisions on the following pages constitute a part of this agreement.  
This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE	
AGENCY  State Coastal Conservancy BY (Authorized Signature)		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Beach Erosion Authority for Clean Oceans and Nourishment BY (Authorized Signature)	
 PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer		 PRINTED NAME AND TITLE OF PERSON SIGNING Vianey Lopez, Board Chair	
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 105 East Anacapa Street, Suite 201 Santa Barbara, CA 93101 Phone: (805) 568-2950	

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY	FUND TITLE/PROP NO.			I certify that this agreement is exempt from Department of General Services' approval.  Erlinda Corpuz Procurement and Contracts Manager
\$50,000.00	Local Assistance	General Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER	STATUTE	FISCAL YEAR	
\$-0-	3760-101-0001(E)	21	2021	21/22	
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME				
\$50,000.00	Integrating Regional Sediment Management and Sea Level Rise Adaptation				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER		DATE			

The grantee shall use the funds to prepare a study of governance and financing options for integrating regional sediment management into sea level rise planning (“the project”) for the California, as shown on Exhibit A, which is incorporated by reference and attached.

The project consists of preparing a report that outlines a range of innovative governance and finance options to integrate regional sediment management and sea level rise adaptation planning. The report will include an examination of current governance structures and current policies and programs of coastal sediment management and sea level rise adaptation; and identification of best practices for using science to inform integrated policies and strategies. The project includes obtaining and incorporating into the report stakeholder input and technical expertise.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

## **II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The board of directors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
  - a. The work program for the project as provided in section “VI. WORK PROGRAM.”
  - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
  - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XIV. INSURANCE.”

## **III. ADDITIONAL GRANT CONDITIONS**

The grantee shall also meet the following condition:

The project's work products must comply with California Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

#### **IV. TERM OF AGREEMENT**

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT." This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on December 31, 2024 ("the termination date") unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by September 30, 2024 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than October 31, 2024.

#### **V. AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its December 1, 2022 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

## **Standard Provisions**

### **VI. WORK PROGRAM**

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. For each project component, the project budget must list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

### **VII. COORDINATION AND MEETINGS**

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

### **VIII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of 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.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location.

### **IX. COSTS AND DISBURSEMENTS**

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "XI. PROJECT COMPLETION," and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to

the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

#### **X. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any

deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

## **XI. PROJECT COMPLETION**

The grantee shall complete the project by the completion date provided in section “IV. TERM OF AGREEMENT.” Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section “IV. TERM OF AGREEMENT”:

1. The report and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project will be deemed complete as of the date of the letter.

## **XII. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.



If the grantee fails to complete the project as required or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy 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 parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

### **XIII. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys' fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

#### **XIV. INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's 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.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
  - a. 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 must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- c. **Worker's Compensation and Employer's Liability:** Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
- 3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
- 4. **Required Provisions Concerning the Conservancy and the State of California.**
  - a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
  - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
  - c. The general liability and automobile liability policies must contain, or to be endorsed to contain, the following provisions:
    - i. The State of California, its officers, agents and employees are additional insureds 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, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
    - ii. For any claims related to this agreement, the grantee's insurance coverage must be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
    - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

- d. Coverage does 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.
5. Acceptability of Insurers. Insurance must 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 Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

## **XV. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under

investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

#### **XVI. COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **XVII. NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

### **XVIII. AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### **XIX. PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

### **XX. DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

#### **XXI. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

#### **XXII. INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

#### **XXIII. ASSIGNMENT**

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

#### **XXIV. TIMELINESS**

Time is of the essence in this agreement.

**XXV. EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**XXVI. AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

**XXVII. SURVIVAL**

The obligations in sections "VIII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XIII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.



# Exhibit A

## Exhibit 1: Project Location Maps

Figure 1. Eleven Regional Sediment Management (RSM) Plan Areas in California

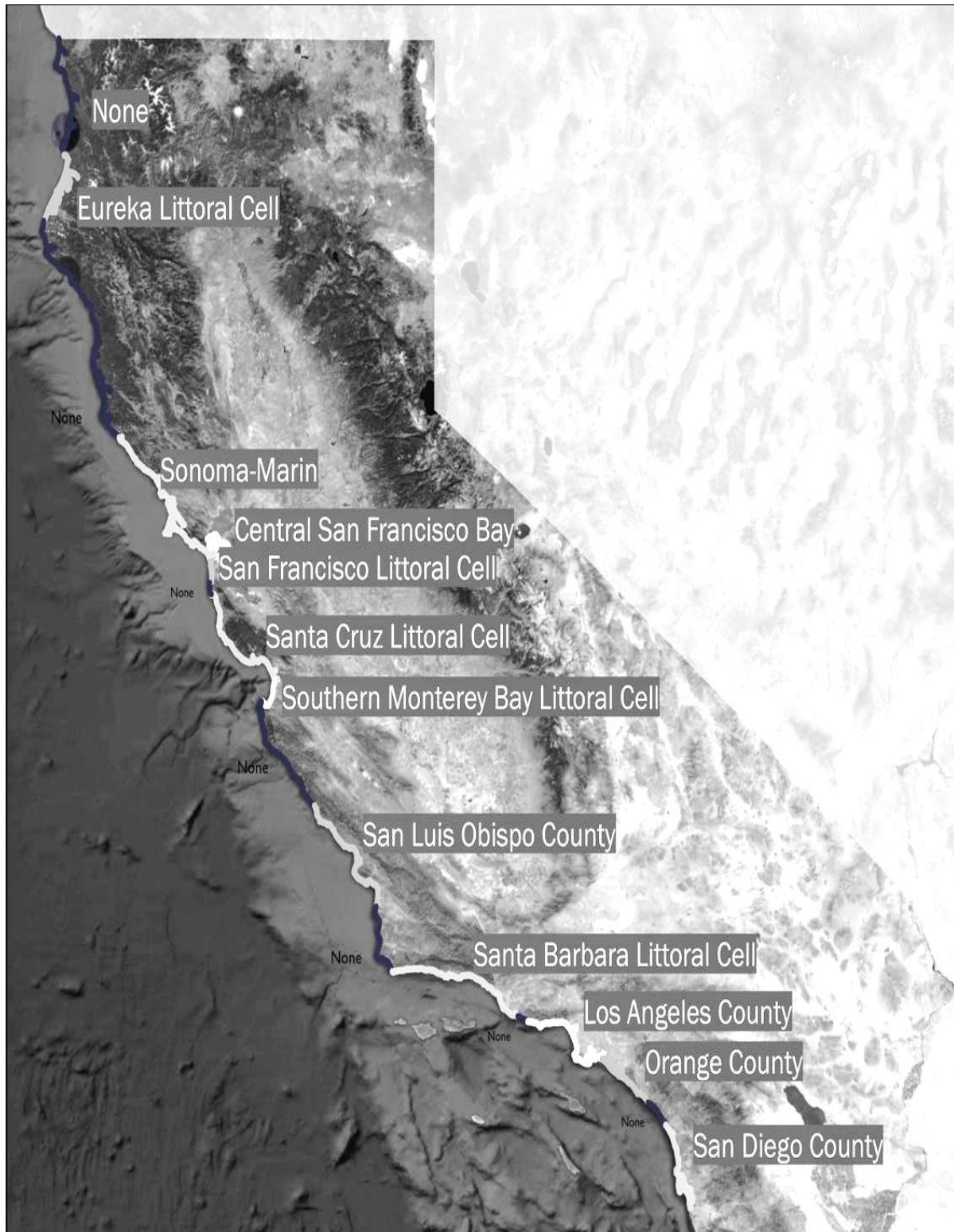


Figure 2. BEACON Regional Sediment Management Area

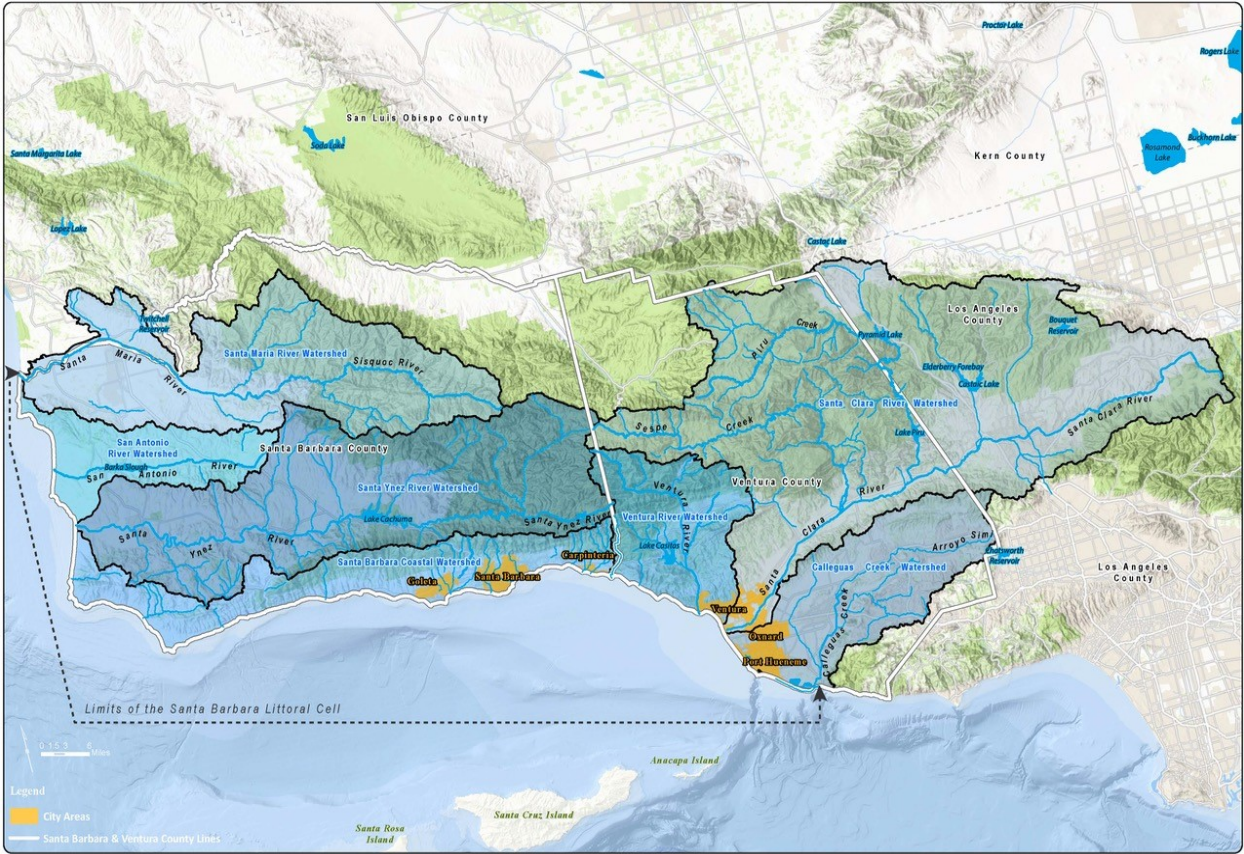




Photo 1. Coastal erosion storm damage near Surfers Point Ventura, CA.



Photo 2. Storm-driven “unmanaged” shoreline retreat near Surfers Point, Ventura, CA.





Photo 3. Restored beach at Surfer's Point, Ventura, CA.



Photo 4. Restored beach and accessway, Surfers Point, Ventura, CA.



# Exhibit B

## COASTAL CONSERVANCY

Staff Recommendation

December 1, 2022

### INTEGRATING REGIONAL SEDIMENT MANAGEMENT AND SEA LEVEL RISE ADAPTATION

Project No. 22-068-01

Project Manager: Rachel Couch

**RECOMMENDED ACTION:** Authorization to disburse up to \$50,000 to the Beach Erosion Authority for Clean Oceans and Nourishment to prepare a study of governance and financing options for integrating regional sediment management into sea level rise adaptation planning in California.

**LOCATION:** Statewide

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#### EXHIBITS

Exhibit 1. [Project Location Maps](#)

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### RESOLUTION AND FINDINGS

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed fifty thousand dollars (\$50,000) to the Beach Erosion Authority for Clean Oceans and Nourishment ("the grantee") to prepare a study of governance and financing options for integrating regional sediment management into sea level rise adaptation planning in California.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 3 of Division 21 of the Public Resources Code, regarding the Climate Ready Program.
  2. The proposed project is consistent with the current Conservancy Project Selection Criteria.
- 

## **STAFF RECOMMENDATION**

### **PROJECT SUMMARY:**

Staff recommends the Conservancy authorize a \$50,000 grant to Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), a joint powers authority, to conduct a study and prepare a report outlining a range of available and feasible governance and financing options for integrating regional sediment management into sea level rise adaptation planning in California (Exhibit 1). The purpose of the project is to identify mechanisms to facilitate the availability and provision of sediment needed to support regional, nature-based sea level rise adaptation projects throughout coastal California.

Sediment forms the basis of beaches, dunes, and estuaries and provides nutrients vital to the health of coastal ecosystems. It is an essential building block for addressing coastal hazards associated with rising seas including shoreline erosion and flooding, loss of habitats, and damage to infrastructure. Effective, integrated governance structures, program coordination, and financial assistance is lacking between federal, state, and regional sediment management entities and constitutes a barrier to effective and urgently needed local and regional project planning. Similarly, effectively addressing projected climate impacts along California's coast will also require leadership, creativity, and innovation across all levels of government to achieve cost-effective and sustainable solutions. Recent state and federal funding allocations for climate resilience planning provide coastal communities a once in a generation opportunity to successfully leverage these resources. The project will examine options to integrate current federal and state sediment management and coastal adaptation programs with regional sea level rise planning efforts.

California's clear priority for coastal climate adaptation is to support the resilience of natural systems with natural or nature-based solutions, bolstering wetlands, restoring sandy beach and dune habitats and ecosystems, and developing 'Living Shorelines'. Successful implementation of nature-based solutions requires readily available sources of sand and sediment, adequate funding and technical support, supportive policies, and improved coordination between state and regional coastal management entities.

The statewide Coastal Sediment Master Plan identifies Regional Sediment Management as the state's preferred framework for implementation. The Sediment Master Plan (SMP) relies on eleven Regional Sediment Management Plans, and their varied governance and planning processes, for implementation. The California Coastal Sediment Management Workgroup (CSMW), responsible for statewide planning and coordination, is currently limited to state and federal agency representation under the current Memorandum of Understanding (MOU), dating from 2000. Regional planning representatives are not included in the MOU, nor are they formal members of the CSMW. Most have no regular participants in CSMW. In the past several

years, inadequate funding has been allocated to implementation of the California's Sediment Master Plan or the eleven Regional Sediment Management Plans. Simultaneously, local and regional agencies have been tasked with assessing regional vulnerability and adaptive measures to address sea level rise and other climate induced hazards. The above entities often operate in wholly separate spheres, resulting in missed strategic opportunities.

The intended audiences for the report are state agencies working on coastal management and climate adaptation, the Legislature, interested stakeholders, and members of the public. The Coastal Sediment Management Work Group supports BEACON undertaking this project. The project will inform the Conservancy's development of nature-based adaptation and resilience approaches and projects under its Climate Ready Program.

The study will examine current governance structures and current policies and programs of coastal sediment management and evaluate their effectiveness and contribution to increased integration of sediment management and sea level rise approaches. The project will also identify lessons learned and best practices for using science to inform policy; identify strategies to overcome barriers to enabling long-term solutions that address sea level rise and related cumulative erosion, sediment transport and fate issues, advance regional sediment management; and contribute to implementation of the California Coastal Sediment Management Master Plan. The project will result in a report, informed by stakeholder input and technical expertise, that outlines a range of innovative governance and finance options aimed at an integrated approach to regional sediment management and sea level rise adaptation. Ultimately, the project will result in a framework for integrating policies into regional sediment management plans.

**Site Description:** The project area encompasses the entire California coastline and connected watersheds vulnerable to climate disruption. This report will inform regional sea level rise adaptation planning throughout the state as well as regional sediment management and supports the statewide mission of the California Sediment Management Workgroup (CSMW). (Exhibit 1, Figure 2).

**Grant Applicant Qualifications:** BEACON is a joint powers authority made up of the Counties of Santa Barbara and Ventura and six coastal cities in the region: Santa Barbara, Goleta, Carpinteria, Ventura, Oxnard, and Port Hueneme. BEACON focuses on beach restoration through regional planning and coordination. Established in 1986, BEACON has the capacity to manage the state grant for this project, including established fiscal controls and financial and accounting staff. BEACON has decades of experience managing state grants and the ability to manage cash flow and grant reimbursement payments. BEACON has a track record of managing similar grant projects, including several research and analysis projects on behalf of the CSMW and DBW in the past. BEACON is currently managing a research grant focused on regional sediment management source, transport, and fate on behalf of the California Ocean Protection Council. Executive and program staff will manage the project along with a selected sub-contractor and technical advisors.

**CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:**

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on September 23, 2021, in the following respects:

**Selection Criteria**

**1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.**

See the "Consistency with Conservancy's Strategic Plan" section below.

**2. Project is a good investment of state resources.**

The project will advance California's Sediment Management Plan objectives that call for facilitation and coordination of beach and coastal watershed efforts with federal, state, local and public stakeholders; and collaboration with regulatory agencies to provide a consistent permit framework for coastal sediment projects (Section 2.2). The proposed project is also consistent with Sediment Management Plan goals to incorporate regulatory-appropriate procedures designed to streamline Regional Sediment Management permitting activities while protecting natural and economic coastal resources; foster team-building between agencies with disparate missions and objectives; increase scientific understanding of technical issues that arise within the coastal and oceanic environment as a result of Regional Sediment Management activities; and provide for public input to meet stakeholder concerns (Section 2.3).

The recommended project furthers the state's prioritization of nature-based coastal adaptation as identified throughout the California Climate Adaptation Strategy/Safeguarding California: Reducing Climate Risk Plan. The plan identifies nature-based solutions and living shorelines as preferred approaches to preparing for and responding to coastal climate hazards such as sea level rise, coastal erosion, flooding, and storms.

The project will provide important benefits to Californians by improving how sediment is managed to achieve both climate resilience and shoreline recreation and objectives along the state's iconic coastline. Finally, the project is feasible, the budget is reasonable, and it leverages non-state resources in the form of in-kind support.

**3. Project delivers multiple benefits and significant positive impact.**

The project will identify options to facilitate the implementation of projects with co-benefits and alleviate multiple stressors within communities facing coastal climate impacts. Sea level rise impacts are projected to negatively affect public health and diminish recreational amenities such as beaches and coastal open space. These co-benefits include beaches maintained for recreation and as refuges during increasingly frequent extreme heat events, enhanced coastal habitats which benefit wildlife, improved water quality, attenuated flooding, and sequestered carbon, all of which can increase community-preparedness or resilience to future climate change impacts.

**4. Project planned with meaningful community engagement and broad community support.**

BEACON will conduct outreach to technical experts and agency participants, including members of CSMW, regional sediment managers, and regional climate practitioners. These stakeholders



will be consulted via meetings and surveys regarding opportunities for increasing program effectiveness and outcomes, including changes in governance and financing structures. This outreach will be facilitated in a manner appropriate for the intended audience and will ensure that the project concepts are anchored in community priorities and expertise.

BEACON is a public agency and has a track record working within communities and incorporating insights gained from community engagement into project planning. BEACON has been a key participant in the CSMW in assisting in undertaking strategic planning to support Regional Sediment Management Plans.

## **PROJECT FINANCING**

<b>Coastal Conservancy</b>	<b>\$50,000</b>
<b>Project Total</b>	<b>\$50,000</b>

The anticipated source of Conservancy funds is fiscal year 2021/22 appropriation of \$50,000 from the General Fund specifically for the Beach Erosion Authority for Clean Oceans and Nourishment for analysis of options for aligning regional sediment management and sea level rise adaptation on behalf of the California Coastal Sediment Management Workgroup. See Budget Act of 2021, Section 19.57 (e)(11)(A), added by Budget Trailer Bill SB 170 (2021)

In-kind services in the form of stakeholder engagement meeting planning and review and technical support will be provided by BEACON. The value of these is estimated to be \$15,000.

## **CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:**

The proposed project is undertaken pursuant to Sections 31113 of the Public Resources Code (Chapter 3 of Division 21), as described below.

Section 31113 of Chapter 3 of Division 21 of the Public Resources Code authorizes the Conservancy to address the impacts and potential impacts of climate change on resources within the Conservancy's jurisdiction (Section 31113(a)). The recommended project will address resources within the Conservancy's jurisdiction because it will be address sediment supply in the coastal zone.

Section 31113, subsections (b) and (c) authorize the Conservancy to award grants to nonprofit organizations and public agencies to undertake projects including those that address extreme weather events, sea level rise, flooding, and other coastal hazards that threaten coastal communities, infrastructure, and natural resources. Consistent with this section, the recommended project will prepare a report that will address sea level rise and coastal sediment management governance, policy integration, and funding to expedite the planning and implementation of nature-based solutions and sustainable coastal adaptation strategies.

Section 31113(c) states that the Conservancy must prioritize grants for projects that maximize public benefits and have one of several purposes, including reducing emissions of greenhouse gases, preserving and enhancing natural lands, conserving biodiversity, and providing

recreational opportunities. Consistent with this section, the recommended project maximizes public benefits (see the “Consistency with Conservancy’s Project Selection Criteria” section above) and seeks to enhance natural lands by promoting restoration of natural watershed processes and to provide sustainable recreational opportunities by ensuring that suitable sand and sediment reaches the state’s beaches and coastal wetlands.

**CONSISTENCY WITH CONSERVANCY’S [2018-2022 STRATEGIC PLAN](#) GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 8, Objective A**, the proposed project will inform coastal climate adaptation planning in California by outlining available and feasible governance and finance options to better integrate regional sediment management and sea level rise adaptation planning.

**CEQA COMPLIANCE:**

The recommended project is statutorily exempt from CEQA under Section 15262 because it involves planning studies and feasibility analyses for possible future actions that the Conservancy has not approved, adopted, or funded, and will include consideration of environmental factors.

The project is also categorically exempt from the California Environmental Quality Act (“CEQA”) under Title 14 of the California Code of Regulations, Section 15306 because it involves information collection and resource evaluation for possible future action, and there will be no disturbance to an environmental resource.

Upon approval of the project, Conservancy staff will file a Notice of Exemption.

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Jenna Wisniewski, having a principal place of business at 1280 Kenwood Rd., Santa Barbara, CA 93109 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES**. Marc Beyeler at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Jenna Wisniewski at phone number 720-879-2775 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON  
105 East Anapamu Street, Suite 201  
Santa Barbara, Ca  
Attention: Marc Beyeler

To CONTRACTOR: Jenna Wisniewski  
1280 Kenwood Rd.  
Santa Barbara, Ca 93109

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

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

4. **TERM.** CONTRACTOR shall commence performance on April 1, 2023 and end performance upon completion, but no later than June 30, 2023 unless otherwise directed by BEACON or unless earlier terminated.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at BEACON's request

without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to BEACON all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to herein as "Copyrightable Works and Inventions").

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

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

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

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

8546.7). CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.

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

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

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

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by

CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

- D. **Information and Reports.** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
  2. Cancellation, termination or suspension of the Agreement in whole or in part.

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

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

19. **TERMINATION.**

- A. **By BEACON.** BEACON may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for BEACON's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** BEACON may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by BEACON, wind down and cease its



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

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

CONTRACTOR, the decision of BEACON shall be final. The foregoing is cumulative and shall not affect any right or remedy which BEACON may have in law or equity.

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

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

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

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

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

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

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

27. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all BEACON, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this Agreement. The judgment of any

court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether BEACON is a party thereto or not, that CONTRACTOR has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and BEACON.

28. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

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

30. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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

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

33. **SUSPENSION FOR CONVENIENCE.** BEACON may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 7 days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

*[This area left blank intentionally. Signatures on following page.]*

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

**CONTRACTOR**  
**JENNA WISNIEWSKI**

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

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

By: \_\_\_\_\_  
Vianey Lopez,  
Chair  
Board of Directors

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

**ATTEST:**

Marc Beyeler  
BEACON Executive Director

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Senior Deputy County Counsel  
BEACON Counsel

## **EXHIBIT A**

### **Scope of Services for Science Support Services**

Contractor shall complete the following:

1. Obtaining and Collecting Original Data
  - a. Information on current and on-going science and research initiatives within the Santa Barbara Littoral Cell
  - b. Information on the conditions of regional beaches (CoastSB)
  - c. Information on users and uses of regional beaches
  - d. Information detailing regional-level SLR adaptation actions
2. Developing Analysis Tools and Completing Data Analysis
  - a. Creating GIS Products
  - b. Creating data display tools, including charts, tables and spreadsheets
  - c. Provide recommendations for the use of the data to provide decision-support
3. Providing Science Program Support to Science Advisory Committee (SAC)
  - a. Participate in teleconference planning calls with BEACON Executive Staff and BEACON Science Advisory Committee (SAC) Co-Chairs
  - b. Assist in organizing the Managers-Scientist Annual Workshop 2023

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

Progress reports will evidence work completed on specific tasks during the invoice period.

Jenna Wisniewski shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of BEACON's designated representative.

*[This area left blank intentionally.]*

**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$10,000.00**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by BEACON.
- C. **Monthly**, CONTRACTOR shall submit to the BEACON Designated Representative an invoice for the service performed over the period specified. The BEACON Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. BEACON shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. 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.
- E. Payment for services shall be at a fully loaded rate that includes, but is not limited to, all overhead charges and indirect costs. The per hour rate shall not exceed \$75.00. Payment for reimbursement of direct costs shall be at cost.
- F. Any necessary travel costs will be reimbursed at actual cost. Travel must be approved by BEACON in advance. Travel costs shall be limited to \$500.00.

*[This area left blank intentionally.]*

**EXHIBIT C**  
**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
**FOR PROFESSIONAL CONTRACTS**

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.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

**INSURANCE**

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

If the CONTRACTOR maintains higher limits than the minimums shown above, BEACON requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BEACON.

B. Other Insurance Provisions

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

1. **Additional Insured** – BEACON, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the BEACON, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by BEACON, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to BEACON.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to BEACON a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the BEACON by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the BEACON has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the BEACON. BEACON may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish BEACON with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by BEACON before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. BEACON reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, BEACON has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by BEACON as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that BEACON is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – BEACON reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

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

**Meeting Date: March 17, 2023**  
**Agenda Item: 6**

**To: BEACON Board of Directors**

**Date: March 10, 2023**

**Subject: Closed Session**

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



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**STAFF REPORT**

**Meeting Date: March 17, 2023**  
**Agenda Item: 7**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: March 10, 2023**

**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 November Meeting Agenda:**

- A. Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning
- B. Project Updates
- C. BEACON Budget Review and Approval
- D. Contracts and Agreements Review and Approval