

NOTICE MEETING

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)

May 19, 2023



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

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

Email:
Staff@Beacon.ca.gov

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

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: May 19, 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., 4th Floor
Point Mugu Room
Ventura, CA 93003**

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

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

**Oxnard City Hall
300 W 3rd Street
Oxnard, CA 93030**

**Hotel Indigo
Business Center
509 9th Avenue,
San Diego, CA 92101**

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/87600258480?pwd=VHc0ZXI4aFZvWE1YMWlGSnZwazhIQT09>

Meeting ID: 876 0025 8480

Passcode: 788940

2. You may call in to listen live to the Board of Directors meeting by dialing [1669 444 9171](tel:16694449171) and then entering the following when prompted:
Meeting ID: [876 0025 8480](tel:87600258480) and
Passcode: [788940](tel:788940)
3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:
 - a. Distribution to the Board. Submit comments via email to Staff@Beacon.ca.gov prior to 5:00 p.m. on Wednesday, May 17, 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, May 17, 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 prior to 5:00 p.m. on Wednesday, May 17, 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 workingdays 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 March 17, 2023.
- D. Receive and File the BEACON Financial Audit for FYs 2021 and 2022 prepared by Moss, Levy & Hartzheim LLP.
- E. Accept a donation to BEACON from the Ventura Mid-City Community Board in the amount of \$100.00.



2. Public Comment and Other Matters not on the Agenda

3. Presentations No items

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. BEACON Budget Actions and Financial Reports-*Time Certain at 9:15 am*
Recommended Actions:

- i. Authorize the Auditor-Controller's Office to make the encumbrance adjustment as follows (requires 6/10 vote):
INCREASE 5665-2199-GATV-GFUN \$5,000
DECREASE-5668-2199-OPCC-RSMP-\$2,500
DECREASE-5668-2199-CCMF-RCAM \$2,500.
- ii. 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 I) (Requires unanimous approval (10/10 vote).
- iii. Upon approval of member assessments, approve the Recommended Fiscal Year 2023-2024 Budget (Exhibit II).
- iv. Adopt the Budget Resolution for Fiscal Year 2023-2024 (Exhibit III).

C. BEACON Contracts and Agreements

Recommended Actions:

After approval and adoption of the Fiscal Year 2023-2024 Budget:

- i. Approve and authorize the Chair to execute Amendment No. 2 to the Agreement with University of California Santa Barbara to extend the term of the Agreement by 6 months to provide ecological assessment analysis with a revised end date of December 31, 2023, without an increase in the funding amount not to exceed \$75,000 (Attachment 1).
- ii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with California State University Channel Islands to extend the term of the Agreement by 6 months to provide technical services with a revised end date of December 31, 2023, without an increase in the funding amount not to exceed \$75,000 (Attachment 2).
- iii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with The United States Geologic Survey extend the term of the Agreement by 6 months to provide sediment modeling services with a revised end date of December 31, 2023, without an increase in the funding amount not to exceed \$100,000 (Attachment 3).



- iv. Approve and authorize the Chair to execute an Agreement with Jensen Design and Survey to provide project and program design and development services, with a period of performance from May 19, 2023, to June 30, 2023, in an amount not to exceed \$20,000 (Attachment 4).
- v. Approve and authorize the Chair to execute an Agreement with Marc Beyeler/MBA Consultants to provide Executive Director Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$153,500 (Attachment 5).
- vi. Approve and authorize the Chair to execute an Agreement with Gerald Comati/COM3 Consulting to provide Program and Project Management Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$45,000 (Attachment 6).
- vii. Approve and authorize the Chair to execute an Agreement with Pam Baumgardner to provide Webmaster and Social Media Communication Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$4,500 (Attachment 7).
- viii. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the existing Agreement with Santa Barbara County to provide Legal Services to BEACON to increase the amount by \$3,000 for a revised total not to exceed \$15,000 and without a change to the period of performance from July 1, 2022, through June 30, 2023 (Attachment 8).
- ix. Approve and authorize the Chair to execute an Agreement with Santa Barbara County for Legal Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$15,000 (Attachment 9).
- x. Approve and authorize the Chair to execute an Agreement with Ventura County to provide Accounting Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$20,000 (Attachment 10).
- xi. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the existing Agreement with Jenna Wisniewski to provide science support and Geographic Information System (GIS) services modifying insurance requirements to be consistent with similar BEACON consultants without a change to the period of performance from July 1, 2022 through June 30, 2023 and without a change to the total amount not to exceed \$10,000.00. (Attachment 11).
- xii. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, focusing on assisting BEACON Science Advisory Committee (SAC) activities and providing Geographic Information Systems (GIS) Services, in an amount not to exceed \$20,000 with a period of performance from July 1, 2023, through June 30, 2024 (Attachment 12).
- xiii. Approve and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from July 1, 2023, to June 30, 2024, in an amount not to exceed \$10,000 (Attachment 13).



6. Executive Director's Report and Communications

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

Upcoming July Meeting Agenda:

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

7. 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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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: May 19, 2023
Agenda Item: 1B-D

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2023

Subject: Administrative Items

RECOMMENDED ACTIONS:

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 March 17, 2023.
- D. Receive and file the BEACON Financial Audit for FYs 2021 and 2022 prepared by Moss, Levy & Hartzheim LLP.
Every other year, BEACON is required to have a Financial Audit performed. The attached Financial Audit covers the period of BEACON operations in FYs 2021 and 2022. Importantly, the Audit serves to give BEACON guidance in ways it can improve its financial operations.
- E. Accept a donation to BEACON from the Ventura Mid-City Community Board in the amount of \$100 in acknowledgement of the actions of Brian Brennan.

Board approval of any donations to BEACON is required. While only a modest amount, the check will be deposited in the Sand Management and Coastal Access Fund and be used to implement these important programs of BEACON. BEACON staff will also send acknowledgement to Mr. Brennan of the donation.

ITEM 1C

ATTACHMENT

Minutes of BEACON Meeting held on March 17, 2023

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions – Chair, Laura Capps.
Minutes/ Actions:	<p>Directors Present:</p> <ul style="list-style-type: none"> • Laura Capps (County of Santa Barbara) • Das Williams (County of Santa Barbara) • Vianey Lopez (County of Ventura) • Matt LaVere (County of Ventura) • James Kyriaco (Alternate - City of Goleta) • Eric Friedman (City of Santa Barbara) • Monica Solórzano (City of Carpinteria) • Doug Halter (City of Ventura) • Gabe Teran, (City of Oxnard) • Steven Gama, (City of Port Hueneme) <p>Directors Not Present:</p> <ul style="list-style-type: none"> • Kyle Richards (City of Goleta) 	
Item	1B	Approval of Agenda and Filing of Certificate of Agenda Posting. Action: Approve and file.
Minutes/ Actions:	<p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The agenda was approved unanimously by the Board. Moved by Halter / Second by Gama.</p>	
Item	1C	Consideration and Approval of Minutes of the BEACON Meeting held on January 20, 2023. Action: Approve and file.
Minutes/ Actions:	<p>Board Members Comments:</p> <p>None.</p> <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously to approve and file the BEACON Board Minutes from November 7, 2022. Moved by Halter / Second by Gama.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	1D	BEACON Board Meeting Calendar for 2023. Review and adopt an updated Board Meeting Calendar for 2023.
Minutes/ Actions:		<p>Executive Director Beyeler explained that 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:</p> <ul style="list-style-type: none">• 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, 202• November Board Meeting Friday, November 17, 2023 <p>Board Members Comments:</p> <ul style="list-style-type: none">• None <p>Public Comments:</p> <ul style="list-style-type: none">• None. <p>The Board approved unanimously to approve and file the BEACON Board Minutes from November 7, 2022. Moved by Halter / Second by Gama.</p>

Item	2	Public Comment and Other Matters not on the Agenda Receive public comments.
Minutes/ Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none">• None. <p>Public Comments:</p> <ul style="list-style-type: none">• Andy Catcher asked if Dan Gira was going to be involved in projects?

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

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Item	3	Presentations 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.
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

TIME: 9:00 AM

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Minutes/ Actions:	<p>Executive Director Beyeler introduced this item explaining that there would be two presentations today. First, an oversight presentation on Regional Sediment Management in the BEACON littoral cell by Dr. Kiki Patsch, the Chair of BEACON Science Advisory Committee (SAC) and professor at California State University at Channel Islands. The second presentation will be by Andrew Raaf, Environmental Manager for the Santa Barbara County Flood Control District, providing a report on the beach sediment deposits at Goleta Beach and Carpinteria Beach following the 2023 winter storms.</p> <p>Both presentations will be posted to the BEACON website.</p> <p>Following the presentation by Dr. Patsch:</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Director Williams indicated that the bottom line is that the BEACON Littoral Cell is sediment deprived. Therefore, without sediment deposits, we will end up seeing the loss of many existing beaches.<ul style="list-style-type: none">➤ Dr. Patsch responded that this was correct.• Director Williams asked if the removal of Matilija Dam would help the sediment deficit and if it would help in Santa Barbara County as well as Ventura County?<ul style="list-style-type: none">➤ Dr. Patsch responded that it would certainly help in Ventura County and perhaps a little in Santa Barbara due to some upstream drift of sediment.• Director Gama reported that this year's dredging of Channel Islands Harbor resulted in the most sediment deposited on Hueneme Beach in many years. Director Gama asked if Dr. Patsch knew how much of the dredged sand originated from Santa Clara River?<ul style="list-style-type: none">➤ Dr. Patsch responded that there was a huge amount from the Santa Clara River, but she did not have specific figures.• Director Kyriaco thanked Dr. Patsch for her presentation and asked if she knew if the Goleta Slough was sediment deprived?<ul style="list-style-type: none">➤ Dr. Patch responded that she did not know the answer to this question.• Director Solórzano what does the regional level monitoring and permitting look like?<ul style="list-style-type: none">➤ Dr. Patsch responded that monitoring is very important, and BEACON is spending a lot of times on the subject. The SAC has developing some metrics on the various facets of monitoring. Often monitoring data is siloed One of the BEACON initiatives is to try and get everybody in the same room in terms of monitoring beach protection, recreation activity, and ecology.• Director Halter asked if significant turbulence occurs at river mouths during large storms/<ul style="list-style-type: none">➤ Dr. Patsch replied that there is significant turbulence during storms but that it dissipates out to the ocean fairly quickly. Following the 2018 storms and subsequent sediment depositions, after 3 months there was no evidence of turbulence. <p>Following the presentation by Andrew Raaf of the Santa Barbara County Flood Control District:</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Director Kyriaco indicated that he understood the need for sediment deposition during emergency operations. Director Kyriaco asked what is the status sediment in Goleta Slough? Is it a sediment rich environment?<ul style="list-style-type: none">➤ Mr. Raaf responded that we have 5 sediment catchments in the Sough and 4 of them have been dredged. But there is a large amount that is never dredged.
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

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| | <ul style="list-style-type: none">• Director Kyriaco asked how much beach nourishment is occurring at Goleta Beach outside of the emergency scenarios?<ul style="list-style-type: none">➤ Mr. Raaf indicated that the standard dredging program from Goleta Slough is every 3 to 7 years. Since 2018 there have been more emergency deposits. The emergency operations fall outside the scope of the dredging EIR.• Director Kyriaco indicated that he understood that periodically, the dredging's from Goleta Slough are deposited onto Goleta Beach as nourishment and that these operations are approved through a CEQA EIR. Given that the protocols for placement of the Goleta Slough dredge deposits are not that different from the emergency scenario deposits, is there a difference in material make up and type. Is there anything environmentally that Goleta community should know?<ul style="list-style-type: none">➤ Mr. Raff indicated that the biggest difference is the material source location. There are five catchment areas identified for dredging in the Goleta Slough and four of these were dredged. However, there remains a substantial portion of the slough that is not included in these catchment areas. The EIR defines removal of sediment from just the Goleta Slough and excludes all materials from debris basins. Consequently, the Goleta Slough material is largely void of any large grain material which has significant benefit to Goleta Beach, especially cobble.• Director Kyriaco indicated that he understood that chemical testing protocols are implemented for emergency depositions and that some of these include analyses at the material source, in other words at the debris basins. Are the results of these analyses known prior to the placement of the material at the beaches?<ul style="list-style-type: none">➤ Mr. Raaf responded that the results are secured in parallel with the deposition operations. Some of the testing results occur in real time, others trickle in later.• Director Kyriaco indicated that he understood that under the Slough Maintenance EIR air quality analyses are required. Is a similar air quality analyses completed for the debris basin deposition?<ul style="list-style-type: none">➤ Mr. Raaf responded that there is not an air quality analysis for the emergency conditions. Should a formal sediment deposition program be implemented then such an analysis would be required.• Director Kyriaco asked if the distance of truck travel cited in the presentation were as the crow flies?<ul style="list-style-type: none">➤ Mr. Raff confirmed that the distances cited were as the crow flies.• Director Solórzano asked if Mr. Raaf could provide a permit update for the emergency work.<ul style="list-style-type: none">➤ Mr. Raaf indicated the District has been engaging a multiyear process with the Coastal Commission to examine sediment thresholds, recognizing that the large grain material like cobble has great benefit to the beaches. The standard permits do not allow the placement of this size material and we are trying to update the standard permits to allow. However, this is not applicable to emergency conditions.• Director Williams indicated that he understands that cobble is a proven benefit for beaches and fully endorsed by Surf Rider. This was very well proven at Surfers Point project. The community wants to make the whole process better. Could we add a potential storage site to a permit? Or if a farm can receive sediment material, could that destination be viable for sediment deposition?<ul style="list-style-type: none">➤ Mr. Raff responded that the District recognizes the benefit of such a site and has researched potential sites for sediment, but it is very challenging to find anywhere. Regarding the potential use of agricultural sites as receiver sites for sediment that is viable, but we would have to have the receive sites pre-approved.• Director Gama indicated that every mountain wants to be a beach, is the emergency action just mimicking what Mother Nature would naturally do? |
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

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	<ul style="list-style-type: none">➤ Mr. Raaf responded that effectively the emergency operations do mimic what Mother Nature would do but we are living in an urbanized environment with impervious surfaces, so our ability to truly mimic Mother Nature is impossible.• Director Williams stated that the public have my commitment that SB County will look for alternative sites and reduce the volume of deposition onto the beaches. However, some amount of the sediment belongs on the beach. <p>Public Comments:</p> <ul style="list-style-type: none">• Andy Patrick. Andy is a resident of Carpinteria. The discussion today was incredibly enlightening. I spent a lot of time going through the testing reports and I have observed the emergency operations and it looks like a complete mess and I have never seen a single test actually being performed. However, I recognize that we can't all agree. My question is why this is happening in the first place. Why don't we bring together the private sector and the public sector along with entrepreneurs and come up with a collaborative solution?• Michelle Carland, resident of Carpinteria and business owner. I believe the dumping has an impact on the City's beach and I started a petition against the dumping of sediment. I understand emergency conditions but there needs to be more transparency, programmatic permitting and accountability among the various agencies involved in the dumping. The dumping activities have economic impacts as well. A 2021 study indicates tourism is negatively affected by these operations. Finally, one of the goals of BEACON is "clean oceans" which is reflected in the BEACON Strategic Plan. Please listen to your constituents.• Russell Ruiz. I have been involved in local government for 40 years. Dan Gira is a close friend and an excellent resource for beach nourishment issues. He was the Deputy Director of SB County Planning and is now a consultant. He should be involved. Are you aware of Professor Robert Norris who established the geology department at UCSB? Professor Norris is a good friend because I was the General Counsel of the Goleta Water District for 20 years. He is the preeminent expert on beach nourishment. I am very much against the deposition of sediment in Carpinteria. The rocks that were delivered to the beach in 2018 are still on the beach and I ask Das Williams to go down and observe.• Matt Roberts, City of Carpinteria Parks and Recreation Director. I started as a lifeguard over 30 years ago and I have an interesting story of my early lifeguard experience. I had a rescue in process because a boat was drifting into the surf zone. However, I couldn't run down the beach as fast as I wanted because the entire beach was cobble, and this phenomenon was visible every year in springtime. The mountains around Carpinteria are steep resulting in higher velocity flows to the coast which historically carry cobble and rocks. Cobble is critical to our beaches and to the resilience of our beaches.• Kurt Petersen. I am a business owner and resident of Carpinteria. I recently learned about BEACON and was very excited to hear people are working on these issues. I have a question for Dr. Patsch. I was wondering if anyone had thought of a natural restoration of our watershed and how that might affect our urbanized areas. How the channelization of our water has affected our sediment transport.• Catherine Salant. I live in Carpinteria. One of the slides shows the percentage of sediment being delivered to Carpinteria Beach coming from the various debris basins. Das Williams explained that most of the material came from debris basins in Carpinteria watershed. The majority of the sediment is from the Santa Monica Debris Basin. Catherine asked if the wood debris is going to
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

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	<p>be cleaned up. Matt Roberts of the City of Carpinteria indicated that the City and State Parks are collecting wood debris and will be grinding them up for mulch.</p> <ul style="list-style-type: none">• Paula Perotte. I am speaking as a resident of Goleta. I want to thank BEACON for putting on the presentation – it's a great opportunity for people to discuss these important issues. I understand there has never been an EIR for Goleta Beach nourishment and the potential impacts on the ecological environment. Also, I noticed that the trucks and dozers being used to transport and move the sediment at Goleta Beach are diesel and I am concerned with the air quality issues.• Dean Placer. I am on the Executive Board of Surf Rider, and I would like to endorse the criticality of cobble placement on beaches.• Ted Horton. Executive Director of Channel Keepers. I understand the criticality of emergency measures. However, I would like to encourage alternative destinations for the sediment. If I understand the bio monitoring started in March. I am not sure what that monitoring entailed but there was a continuous disposal operation over a period of 50 to 60 days, and I wonder what bio impacts occurred. I appreciate the presentation and questions - I learnt a lot today. However, I am seeking more long-term solution arrangement rather than the current protocols.• Michelle Carland. I would like to add that Jenny Dogan, UCSB Professor, who is part of your Science Advisory Committee. She did a research study on the dumping from the 2018 storm event. It showed that the debris did not travel very far. I am not sure if this is a good thing or not. <p>The Board approved unanimously to approve and file the BEACON Board Minutes from November 7, 2022. Moved by Halter / Second by Gama.</p>
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Item	5A	BEACON Organization and Program - Board Members Reports.
Minutes/ Actions:	<ul style="list-style-type: none">• None.	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5B	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).
Minutes/ Actions:	<p>Executive Director Beyeler reported that this item is a modest modification to the Bylaws regarding the timing of Executive Committee meetings and the review of BEACON's goals, structure and performance.</p> <p>There are two specific recommendations as detailed in the Staff Report: (1) to delete any calendar reference to Executive Committee meeting dates, rather simply specifying a minimum of two meetings per year; and (2) allowing for a biennial versus annual evaluation of BEACON's goals, structure, and performance, directed toward continually improving the planning, coordination, and implementation process.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• None. <p>Public Comments:</p> <ul style="list-style-type: none">• None. <p>The Board approved unanimously the recommended actions. Moved by Gama / Second by Halter.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5C	<p>BEACON Budget Actions and Financial Reports</p> <p>Recommended Action:</p> <ul style="list-style-type: none"> i. Receive and file the Fiscal Year 2022-2023 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): <div style="margin-left: 40px;">DECREASE 5665-2199-GATV-GFUN \$16,000.00</div> <div style="margin-left: 40px;">INCREASE 5668-2199-CCMF-RCAM \$16,000.00;</div> 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.
Minutes/ Actions:	<p>Executive Director Marc Beyeler explained that budget item provides a Budget to Actual report through February 2023 for the FY 22/23, identifies a budgetary adjustment of \$16,000, recommends a 5.1% cost of living Dues increase for FY23-24 and presents the Draft FY 23-24 Budget for review. The Dues increase requires a 10/10 vote whilst the other items do not.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Chair Lopez asked if the Board could approve items i, ii, and iv and hold off on item iii, which requires full board participation. • Executive Director Beyeler responded that this would be possible. The Board can approve items i, ii, and iv and receive and file item iv. Then at the May Board meeting, item iv. will be brought back for consideration. • Director Halter asked what the current Dues were? • Executive Director Beyeler responded that the currently the counties pay \$53,273; the larger cities pay \$44, 397; and the smaller cities pay \$26,643. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously action i, ii, and received and filed actions iii, and iv. Moved by Halter / Second by LaVere.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 2023

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5D	<p>BEACON Contracts and Agreements</p> <p>Recommended Action:</p> <ul style="list-style-type: none"> 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).
Minutes/ Actions:		<p>Executive Director Marc Beyeler reminded the Board that there are no BEACON employees, only specialist consultants. Before the Board today is a \$50,000 grant with the California Coastal Commission, initiated by Assemblyman Steve Bennett, to study Regional Sediment Management. For this effort staff will bring in a consultant to assess how BEACON can best implement Regional Sediment Management strategies. In addition, before the board is consideration of an agreement with a science support person, Jenna Wisniewski, to provide GIS services.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Director Halter asked if there were any required BEACON matching funds with the Coastal Commission Grant? • Executive Director Beyeler responded that there was no grant match required but because of the small size of the grant there is no oversight budget assigned to BEACON staff. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously all recommended actions. Moved by Friedman / Second by Gama.</p>
Item	5D	<p>Closed Session</p> <ul style="list-style-type: none"> i. Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).) ii. Conference with Labor Negotiators (Gov. Code § 54957.6(a).) <p>Employee: Executive Director.</p> <p>Agency-designated representatives: Chair Lopez and Senior Deputy County Counsel McKenzie.</p>
Minutes/ Actions:		<p>The Chair closed the regular meeting and moved into the Closed Session.</p> <p>Following the Closed Session, the Legal Counsel, Susan McKenzie indicated that 2 items were reported in Closed Session and there were no reportable actions.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Monday, March 17, 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 upcoming activities:</p> <ul style="list-style-type: none">A. Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation PlanningB. Project UpdatesC. BEACON Budget Review and ApprovalD. Contracts and Agreements Review and Approval <p>Executive Director Beyeler indicated that the big items for the May Board Meeting were approval of the FY 23-24 Budget, and approval of the annual contracts that keep BEACON operating. Mr. Beyeler also indicated that he is setting up presentations from Caltrans and State Parks regarding regional sediment. Finally, at upcoming Board meetings specific project updates will be made to the Board. In particular updates on the Surfer's Point, and Mondo's Beach Access projects.</p>

Adjourn to next regular meeting May 19, 2023, at 9:00 AM at the Carpinteria City Hall and via Teleconference.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

ITEM 1D

ATTACHMENT

Financial Audit for FYs 2021 and 2022



Biennial Financial Report

For the Fiscal Years Ended

June 30, 2022 and June 30, 2021

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Beach Erosion Authority for Clean Oceans and Nourishment

Biennial Financial Report

For the Fiscal Years Ended June 30, 2022 and 2021

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**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BIENNIAL FINANCIAL REPORT
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021**

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INTRODUCTORY SECTION

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**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BIENNIAL FINANCIAL REPORT
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021**

OUR MISSION STATEMENT

“To address coastal erosion, beach nourishment and clean oceans within the Central California Coast from Point Conception to Point Mugu and to foster greater cooperation toward the maintenance and enhancement of the beaches within the jurisdiction of member agencies.”

LIST OF OFFICIALS

June 30, 2022

Board Members:

Gregg Hart	Supervisor, County of Santa Barbara
Das Williams	Supervisor, County of Santa Barbara
Carmen Ramirez	Supervisor, County of Ventura
Matt LaVere	Supervisor, County of Ventura
Eric Friedman	Councilmember, City of Santa Barbara
Vianey Lopez	Councilmember, City of Oxnard
Steven Gama	Councilmember, City of Port Hueneme
Kyle Richards	Councilmember, City of Goleta
Joe Schroeder	Councilmember, City of San Buenaventura
Al Clark	Councilmember, City of Carpinteria

Administrative:

Marc Beyeler	Executive Director
Susan McKenzie	Legal Counsel
Jeffery Burgh	Auditor-Controller
	BEACON Chief Financial Officer

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FINANCIAL SECTION

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MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

RONALD A LEVY, CPA
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA
ALEXANDER C HOM, CPA
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INDEPENDENT AUDITOR'S REPORT

To the Members of the Governing Board
Beach Erosion Authority for Clean Oceans and Nourishment
Ventura, California

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Beach Erosion Authority for Clean Oceans and Nourishment (Authority) as of and for the fiscal year ended June 30, 2021 and June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund, and the aggregate remaining fund information of the Beach Erosion Authority for Clean Oceans and Nourishment as of and for the fiscal year ended June 30, 2021 and June 30, 2022, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and those standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement dates, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 6 through 12 and Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The Project Descriptions on pages 34 and 35 and the Project Revenue and Expenditures by Category and Project Expenditures by Category Schedules on pages 36 and 37 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2023, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



Moss, Levy & Hartzheim, LLP
Culver City, California
March 31, 2023

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

This section of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) basic financial statements presents a discussion and analysis of BEACON's financial performance during the fiscal years ended June 30, 2022 and 2021.

FINANCIAL HIGHLIGHTS

- The assets of BEACON exceeded its liabilities at the close of fiscal years 2021-22 and 2020-21 by \$280,843 and \$251,378 (net position) respectively. Of these amounts, \$280,843 in FY 2021-22 and \$251,378 in FY 2020-21 (unrestricted net position) may be used to meet BEACON's ongoing obligations.
- BEACON's total net position in FY2021-22 of \$280,843 increased by 12 percent compared with FY2020-21. Total net position in FY2020-21 of \$251,378 increased by 14 percent compared with FY2019-20.
- BEACON's total revenue increased by 31 percent or \$127,770 from \$405,711 in FY 2020-21 to \$533,481 in FY 2021-22 primarily due to an increase in grant revenue from the Surfer's Point Project and the Regional Coastal Resilience Sediment Pilot Program project.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to BEACON's basic financial statements. BEACON's basic financial statements comprise three components:

- 1) Government-wide financial statements,
- 2) Fund financial statements, and
- 3) Notes to the basic financial statements.

This report also contains required and other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of BEACON's finances, in a manner similar to private-sector business. The *statement of net position* and *statement of activities* use the flow of economic resources measurement focus and accrual basis of accounting. The focus and basis emphasize is on the *long-term* view of BEACON's finances.

The *statement of net position* presents information on all of BEACON's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of BEACON is improving or deteriorating.

The *statement of activities* presents information showing how net position changed during the most recent fiscal years. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses reported in this statement include some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 13 to 15 of this report.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

Fund Financial Statements

Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of BEACON rather than BEACON as a whole. They are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. BEACON is a single purpose, single fund entity and utilizes a governmental fund to account for its activities.

The fund financial statements consist of the balance sheet and statement of revenues, expenditures, and changes in fund balance. These are prepared on the modified-accrual basis of accounting, whereas government-wide statements are prepared on the full-accrual basis.

In general, these financial statements under the modified-accrual basis have a short-term emphasis and for the most part, measure and account for assets that are current financial resources, and liabilities that are expected to be liquidated with current financial resources. Specifically, cash and receivables collectible within a very short period of time are reported on the balance sheet.

The difference between a fund's total assets, deferred outflows of resources, total liabilities, and deferred inflows of resources represents the fund balance. The assigned and unassigned portions of the fund balance represents the amount available to finance future activities. For fiscal years 2022 and 2021, fund balances were assigned to finance the budgetary deficits of the ensuing fiscal years.

The operating statement for the governmental fund reports all expenditures incurred, but only those revenues that were collected in cash during the current period or very shortly after the end of the year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. When differences exist, both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The fund financial statements can be found on pages 16 to 17 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 18 of this report.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning BEACON's budgetary schedules. BEACON adopts an annual appropriated budget. Budgetary comparison schedules for the general fund have been provided to demonstrate compliance at the legal level of budgetary control. Required supplementary information can be found on pages 30 to 32 of this report.

Supplementary Information

Supplementary information includes the project descriptions and the schedules for revenue and expenditures by project and project expenditures by category. Supplementary information can be found on pages 34 through 37 of this report.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of BEACON, at the close of fiscal years 2022 and 2021, assets exceeded liabilities by \$280,843 and \$251,378 respectively, with the change primarily due to unexpended membership dues.

The following is a summary of BEACON's assets, liabilities and net position comparing FY 2021-22 with FY 2020-21, and FY 2020-21 with FY 2019-20:

Summary of Net Position Governmental Activities June 30, 2022, 2021 and 2020						
	<u>FY 2021-22</u>	<u>FY 2020-21</u>	Percent Increase (Decrease)	<u>FY 2020-21</u>	<u>FY 2019-20</u>	Percent Increase (Decrease)
Assets:						
Current and other assets	\$ 352,856	\$ 336,428	5%	\$ 336,428	\$ 353,669	(5)%
Long-term assets	<u>64,719</u>	<u>31,309</u>	107%	<u>31,309</u>	<u>19,954</u>	57%
Total assets	<u>417,575</u>	<u>367,737</u>	14%	<u>367,737</u>	<u>373,623</u>	(2)%
Liabilities:						
Other liabilities	<u>136,732</u>	<u>116,359</u>	18%	<u>116,359</u>	<u>152,469</u>	(24)%
Total liabilities	<u>136,732</u>	<u>116,359</u>	18%	<u>116,359</u>	<u>152,469</u>	(24)%
Net position						
Unrestricted	<u>280,843</u>	<u>251,378</u>	12%	<u>251,378</u>	<u>221,154</u>	14%
Total net position	<u>\$ 280,843</u>	<u>\$ 251,378</u>	12%	<u>\$ 251,378</u>	<u>\$ 221,154</u>	14%

BEACON's total net position in FY 2021-22 of \$280,843 increased by 12 percent compared with FY 2020-21. Total net position in FY 2020-21 of \$251,378 increased by 14 percent compared with FY 2019-20.

At the end of each fiscal year, BEACON accrues all amounts owed but not yet paid by year-end. Total liabilities of \$136,732 for FY 2021-22 increased by \$20,373, compared to FY 2020-21, primarily due to a increase in year-end accrued expenditures for services that were paid out after year-end. Total liabilities of \$116,359 for FY 2020-21 decreased by \$36,110, compared to FY 2019-20.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

The following table summarizes the changes in net position comparing FY 2021-22 with FY 2020-21, and FY 2020-21 with FY 2019-20:

		Summary of Activities Governmental Activities				
	<u>FY 2021-22</u>	<u>FY 2020-21</u>	<u>Percent Increase (Decrease)</u>	<u>FY 2020-21</u>	<u>FY 2019-20</u>	<u>Percent Increase (Decrease)</u>
Revenues:						
Program revenues:						
Membership dues	\$ 304,159	\$ 299,960	1%	\$ 299,960	\$ 147,095	104%
Operating grants and contributions	231,901	105,393	120%	105,393	223,116	(53)%
General revenues:						
Interest and investment earnings	<u>(2,579)</u>	<u>358</u>	(820)%	<u>358</u>	<u>4,783</u>	(93)%
Total revenues	<u>533,481</u>	<u>405,711</u>	31%	<u>405,711</u>	<u>374,994</u>	8%
Expenses:						
Administrative	234,641	243,416	(4)%	243,416	129,872	87%
Technical and engineering services	<u>269,375</u>	<u>132,071</u>	104%	<u>132,071</u>	<u>224,734</u>	(41)%
Total expenses	<u>504,016</u>	<u>375,487</u>	34%	<u>375,487</u>	<u>354,606</u>	6%
Change in net position	29,465	30,224	(3)%	30,224	20,388	48%
Net position, beginning	<u>251,378</u>	<u>221,154</u>	14%	<u>221,154</u>	<u>200,766</u>	10%
Net position, ending	<u>\$ 280,843</u>	<u>\$ 251,378</u>	12%	<u>\$ 251,378</u>	<u>\$ 221,154</u>	14%

BEACON received total revenue of \$533,481 in FY 2021-22, which is an increase of \$127,770 when compared with FY 2020-21. Total revenue received in FY 2020-21 was \$405,711, which was an increase of \$30,717 compared with FY 2019-20. Increase in revenue for FY 2021-22 is primarily due to an increase in grants and contributions. Increase in revenue for FY 2020-21 is primarily due to an increase in membership dues.

In FY 2021-22, total grant revenue of \$231,901 was recognized for the Surfer's Point project and the Regional Coastal Resilience Sediment Pilot Program project.

BEACON had interest and investment earnings, including the allocated portion of the Ventura County Investment Pool unrealized gain or loss in the fair value of investments at June 30, 2022 and June 30, 2021, of \$(2,579) and \$358 respectively, this was a 820 percent decrease. Interest and investment earnings for FY 2020-21 was \$358 or a 93 percent decrease when compared to FY 2019-20. The Ventura County Investment Pool earned an average rate of 0.58 percent in FY 2021-22 for funds invested in the investment pool when compared to an average rate of 0.37 percent in FY 2020-21.

In FY 2021-22, BEACON spent \$234,641 for administrative expenses compared to \$243,416 for FY 2020-21, a decrease of \$8,775. This was primarily due to decreases in expenditures for audit services since there was no audit during FY 2021-22. Administrative expenses in FY 2020-21 increased by \$113,544 as compared to FY 2019-20. This is primarily due to the Executive Director role transitioning from a volunteer role to a paid consultant position. For technical and engineering services, in FY 2021-22, BEACON spent \$269,375 compared to \$132,071 for FY 2020-21, an increase of \$137,304. The increase stems from the increased need for technical assistance for the Surfer's Point Managed Retreat Project and Mondo's Cove Beach Stairway Project. Technical and engineering services in FY 2020-21 decreased by \$92,664 as compared to FY 2019-20.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

The following is a summary of BEACON's governmental activities expenses, and the related operating grants and contributions, comparing FY 2021-22 with FY 2020-21, and FY 2020-21 with FY 2019-20:

<u>Governmental Activities</u>	<u>FY 2021-22</u>	<u>FY 2020-21</u>	<u>Increase (Decrease)</u>	<u>FY 2020-21</u>	<u>FY 2019-20</u>	<u>Increase (Decrease)</u>
Administrative	\$ 27,335	\$ 10,010	\$ 17,325	\$ 10,010	\$ 9,250	\$ 760
Technical and Engineering Services	204,566	95,383	109,183	95,383	213,866	(118,483)
Total Expenses	231,901	105,393	126,508	105,393	223,116	(117,723)
 Total Operating Grants and Contributions	 231,901	 105,393	 126,508	 105,393	 223,116	 (117,723)
Total Change	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

In FY 2021-22, BEACON expended \$96,557 in grant funds for the Surfer's Point Project. Additional funds in the amount of \$135,344 were spent for the Coastal Resilience Sediment project. In FY 2020-21, BEACON expended \$70,708 in grant funds for the Surfer's Point Project and \$34,685 for the Mondo's Cove Beach Stairway Project.

OPERATING FUND BUDGETARY HIGHLIGHTS

BEACON had budgetary variances in FY 2021-22 of \$22 and FY 2020-21 of \$160,478, primarily due to amounts budgeted for reimbursable revenues that were unavailable and projects which were unspent. Additional budgetary information is provided on pages 30 through 32.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- During FY 2023-24, BEACON will continue to pursue development of work plan tasks to support a Regional Sediment Management Permit to allow for pre-permitted beach and shoreline receiver sites for sediment deposition.
- BEACON local sponsorship, oversight or management will continue in FY 2023-24 for the following projects: Surfers Point Project-Phase 2, Mondo's Cove Beach Access Project, and the Kelp Anchor Demonstration project. Additional grant funding will be sought to support these projects.
- In June 2016, Grant funding was secured for the Debris Basin Removal Project, which is a collaboration project with the Santa Barbara Flood Control District. Following the January 9, 2018, debris flow event in Montecito, the Santa Barbara County Flood Control District has modified its debris basin modification and removal strategy project. In FY 2022-23, BEACON staff and Santa Barbara Flood Control Agency has secured a contract amendment with OPC staff and the project will be implemented through FY 2023-24.
- In February 2020, BEACON was awarded a \$450,000 grant from the California Ocean Protection Council to conduct a series of technical and planning studies and assessments to support SLR adaptation planning and regional sediment management planning. The grant work will begin in FY 2021-22 and will conclude at the end of FY 2023-24 in June 2024.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

- In FY 2022-23, BEACON was successful in assisting in securing supplemental funding for Channel Islands Harbor to allow full dredging operations. In FY 2023-24, BEACON will continue to work with its partners to seek supplemental funding for Channel Islands Harbor to allow full dredging operations.
- In FY 2023-24, BEACON will continue seek other grant funding opportunities to fund the projects listed above as well as BEACON's Policy and Management Initiatives, including funds to implement the BEACON Science Research Agenda.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of BEACON's finances for all those with an interest in BEACON's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Jeffery S. Burgh, BEACON Chief Financial Officer, County of Ventura, 800 South Victoria Avenue, Ventura, California, 93009.

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BASIC FINANCIAL STATEMENTS

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENTS OF NET POSITION - GOVERNMENTAL ACTIVITIES
JUNE 30, 2022 AND 2021

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
<u>ASSETS</u>		
Cash and investments (Note 2)	\$ 277,491	\$ 276,801
Receivables, net (Note 4)	495	274
Due from other governmental agencies (Note 4)	74,870	59,353
Long-term receivable (Note 4)	<u>64,719</u>	<u>31,309</u>
Total assets	<u>417,575</u>	<u>367,737</u>
<u>LIABILITIES</u>		
Accounts payable	109,309	37,196
Due to other governmental agencies (Note 6)	1,959	63,783
Accrued liabilities (Note 5)	25,456	15,372
Unearned revenue	<u>8</u>	<u>8</u>
Total liabilities	<u>136,732</u>	<u>116,359</u>
<u>NET POSITION</u>		
Unrestricted	<u>280,843</u>	<u>251,378</u>
Total net position	<u>\$ 280,843</u>	<u>\$ 251,378</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

		Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Membership Dues	Operating Grants and Contributions	Total Governmental Activities
<u>Functions/Programs</u>	<u>Expenditures</u>			
Governmental activities:				
Administrative	\$ 234,641	\$ 234,841	\$ 27,335	\$ 27,535
Technical and engineering services	<u>269,375</u>	<u>69,318</u>	<u>204,566</u>	<u>4,509</u>
Total governmental activities	<u>\$ 504,016</u>	<u>\$ 304,159</u>	<u>\$ 231,901</u>	32,044
General Revenues/(Expenses):				
Interest and investment earnings				<u>(2,579)</u>
Change in net position				29,465
Net position - July 1, 2021				<u>251,378</u>
Net position - June 30, 2022				<u>\$ 280,843</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2021

Functions/Programs	Expenditures	Program Revenues		Net (Expenses)
		Membership Dues	Operating Grants and Contributions	Revenues and Changes in Net Position
Governmental activities:				Total Governmental Activities
Administrative	\$ 243,417	\$ 266,095	\$ 10,010	\$ 32,688
Technical and Engineering services	<u>132,070</u>	<u>33,865</u>	<u>95,383</u>	<u>(2,822)</u>
Total governmental activities	<u>\$ 375,487</u>	<u>\$ 299,960</u>	<u>\$ 105,393</u>	29,866

General Revenues/(Expenses):	
Interest and investment earnings	<u>358</u>
Change in net position	30,224
Net position - July 1, 2020	<u>221,154</u>
Net position - June 30, 2021	<u>\$ 251,378</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BALANCE SHEETS
GOVERNMENTAL FUND
JUNE 30, 2022 and 2021

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
	<u>General Fund</u>	<u>General Fund</u>
<u>ASSETS</u>		
Cash and investments (Note 2)	\$ 277,491	\$ 276,801
Receivable (Note 4)	495	274
Due from other governmental agencies (Note 4)	74,870	59,353
Long-term receivable (Note 4)	<u>64,719</u>	<u>31,309</u>
Total assets	<u>\$ 417,575</u>	<u>\$ 367,737</u>
<u>LIABILITIES</u>		
Accounts payable	\$ 109,309	\$ 37,196
Due to other governmental agencies (Note 6)	1,959	63,783
Accrued liabilities (Note 5)	25,456	15,372
Unearned revenue	<u>8</u>	<u>8</u>
Total liabilities	<u>136,732</u>	<u>116,359</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Unavailable revenue - grants	<u>64,719</u>	<u>31,309</u>
Total deferred inflows of resources	<u>64,719</u>	<u>31,309</u>
<u>FUND BALANCE</u>		
Unassigned	<u>216,124</u>	<u>220,069</u>
Total fund balance	<u>216,124</u>	<u>220,069</u>
 Total liabilities, deferred inflows of resources and fund balance	 <u>\$ 417,575</u>	 <u>\$ 367,737</u>
 Fund balance - total governmental fund	 \$ 216,124	 \$ 220,069
 Certain receivables are not available to pay for current period expenditures, and therefore are not reported as revenue in the governmental fund.	 <u>64,719</u>	 <u>31,309</u>
Net position of governmental activities	<u>\$ 280,843</u>	<u>\$ 251,378</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEARS ENDED JUNE 30, 2022 AND 2021

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
	<u>General Fund</u>	<u>General Fund</u>
Revenues:		
Grant revenue	\$ 198,491	\$ 228,880
Membership dues	304,159	299,960
Investment earnings	<u>(2,579)</u>	<u>358</u>
Total revenues	<u>500,071</u>	<u>529,198</u>
Expenditures:		
Administrative		
Project management	186,005	183,630
Accounting services	10,011	14,956
Legal services	10,850	17,360
Audit services	-	10,380
Membership and dues	850	875
Insurance	4,715	3,742
Other professional services	<u>22,210</u>	<u>12,474</u>
Total administrative	<u>234,641</u>	<u>243,417</u>
Technical and engineering services	<u>269,375</u>	<u>132,070</u>
Total expenditures	<u>504,016</u>	<u>375,487</u>
Net change in fund balance	(3,945)	153,711
Fund balance - beginning	<u>220,069</u>	<u>66,358</u>
Fund balance - ending	\$ <u>216,124</u>	\$ <u>220,069</u>
Net change in fund balance - total governmental fund	\$ (3,945)	\$ 153,711
Changes in receivables that are not available for current expenditures.	<u>33,410</u>	<u>(123,487)</u>
Change in net position of governmental activities	\$ <u>29,465</u>	\$ <u>30,224</u>

See the accompanying notes to the basic financial statements

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

1. REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) ORGANIZATION AND OPERATIONS OF THE REPORTING ENTITY

B.E.A.C.O.N. was established by a Joint Powers Agreement on July 1, 1986, by the Cities of Carpinteria, Oxnard, Port Hueneme, Santa Barbara, and Ventura, and the Counties of Santa Barbara and Ventura (member agencies). This joint powers agency was established under authority of Title 1, Division 7, Chapter 5 of the California Government Code (6500 et seq.). On May 14, 1999, an amended Joint Powers Agreement established a name change to Beach Erosion Authority for Clean Oceans and Nourishment (BEACON). The City of Goleta joined BEACON in fiscal year 2003-04.

BEACON is a public entity separate and apart from any Member Agency. All powers of BEACON are exercised by the Board of Directors. The Board of Directors is composed of one designated representative and one alternate from each member city, and two designated representatives and two alternates each, from the County of Santa Barbara and the County of Ventura. Each designated director and alternate must be a mayor, councilperson or supervisor.

The purpose of BEACON is to foster greater cooperation toward the maintenance and enhancement of the beaches within the jurisdiction of BEACON member agencies.

BEACON accounts for its financial position and results of operation in accordance with generally accepted accounting principles (GAAP) applicable to governmental units.

External Investment Trust. BEACON participates in an external investment trust fund managed by the County of Ventura Treasurer. The County Treasurer's investment pool is defined in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, as amended by GASB 72, which requires governmental entities to report certain investments at fair value in the statement of net position and recognize the corresponding change in fair value of investments in the year in which the change occurred. The fair value of pooled investments is determined monthly and is provided by the custodian bank. The external investment pool commingles the moneys of more than one legally separate entity, not part of the sponsor's reporting entity, and invests on the participants' behalf in an investment portfolio for the purpose of increasing investment earnings.

Fund Accounting. The accounts of BEACON are organized on the basis of funds. A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity.

General Fund – The General Fund accounts for the legally authorized activities of BEACON. For financial reporting, the General Fund includes membership dues, grant, and investment revenues as well as program and administrative expenditures.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

B) NEW ACCOUNTING PRONOUNCEMENTS

GASB Statement No. 84, *Fiduciary Activities*, effective for reporting periods beginning after December 15, 2019*, enhances consistency and comparability of financial statements by establishing specific criteria for identifying activities that should be reported as fiduciary. It also clarifies whether and how business-type activities should report their fiduciary activities. The new requirements are not applicable to BEACON.

GASB Statement No. 87, *Leases*, effective for reporting periods beginning after June 15, 2021*, improves accounting and financial reporting for leases and requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The new requirements are not applicable to BEACON.

GASB Statement No. 92, *Omnibus 2020*, effective for reporting periods beginning after June 15, 2021*, enhances comparability in accounting and financial reporting to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation of certain GASB Statements. The requirements of this Statement will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. The new requirements are not applicable to BEACON.

GASB Statement No. 93, *Replacement of Interbank Offered Rates*, effective for reporting periods beginning after June 15, 2021*, except for the removal of LIBOR as an appropriate benchmark interest rate which is effective for reporting periods ending December 31, 2022. The objective of this Statement is to address accounting and financial reporting implications that result from the replacement of an interbank offered rate (IBOR). The requirements of this Statement will enhance the comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. The new requirements are not applicable to BEACON.

BEACON is currently evaluating its accounting practices to determine the potential impact on the financial statements for the following GASB Statements:

GASB Statement No. 91, *Conduit Debt Obligations*, effective for reporting periods beginning after December 15, 2021*, improves financial reporting by eliminating the existing option for issuers to report conduit debt obligations as their own liabilities. In addition, requires issuers to recognize liabilities associated with additional commitments extended by issuers and to recognize assets and deferred inflows of resources related to certain arrangements associated with conduit debt obligations. These revised disclosure requirements will provide financial statement users with better information regarding the commitments issuers extend and the likelihood that they will fulfill those commitments. The new requirements are not applicable to BEACON.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment*, effective for reporting periods beginning after June 15, 2022, is intended to improve financial reporting by addressing issues related to improve public-private and public-public partnership arrangements (PPPs). The requirements of this Statement will improve financial reporting by establishing the definitions of PPPs and availability payment arrangements (APAs) and provides uniform guidance on the accounting and financial reporting for transactions that meet those definition. This Statement will enhance the decision usefulness of a government's financial statements by requiring governments to report assets and liabilities related to PPPs consistently and disclose important information about PPP transactions. The new requirements are not applicable to BEACON.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, effective for reporting periods beginning after June 15, 2022, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. The requirements of this Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. BEACON intends to implement the new requirements for the fiscal year 2022-23 financial statements.

GASB Statement No. 99 *Omnibus 2022*, effective for reporting period beginning after June 15, 2023, except for those requirements related to leases, PPPs and SBITAs which are effective for reporting periods beginning after June 15, 2022. This statement enhances comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements and addressing accounting and financial reporting for financial guarantees. The comparability and consistency of financial statements will improve the usefulness of information for users of state and local government financial statements. BEACON intends to implement the new requirements for the fiscal year 2023-24 financial statements.

GASB Statement No. 100 *Accounting Changes and Error Corrections- an amendment of GASB Statement No.62*, effective for reporting period beginning after June 15, 2023, provides guidance that will improve the clarity of the accounting and financial reporting requirements for accounting changes and error corrections. The requirements of this Statement will improve financial reporting by establishing a clear accounting and financial reporting requirements for accounting changes and error corrections, which will result in greater consistency in application in practice. In turn, more understandable, reliable, relevant, consistent, and comparable information will be provided to financial statement users for making decisions or assessing accountability. BEACON intends to implement the new requirements for the fiscal year 2023-24 financial statements.

GASB Statement No. 101 *Compensated Absences*, effective for reporting period beginning after December 15, 2023, provides guidance to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The requirements of this Statement will improve financial reporting by establishing a unified recognition and measurement model for compensated absences that more appropriately reflects when a government incurs an obligation. BEACON intends to implement the new requirements for the fiscal year 2024-25 financial statements.

* Date as modified by GASB Statement No. 95.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

C) BASIS OF PRESENTATION

The basic financial statements of BEACON are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Government-Wide Financial Statements

The government-wide financial statements consist of the statement of net position and the statement of activities and display information about the primary government (BEACON). The statements are presented on an economic resources measurement focus and the accrual basis of accounting. The Statement of Net Position includes all of BEACON's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position. The Statement of Activities presents changes in the net position. Under accrual basis of accounting revenues are recognized in the period in which the liability is incurred. BEACON reports only governmental type activities. The statement of activities presents a comparison of direct expenses and program revenues. Direct expenses are those that are specifically associated with a program or function. Indirect expenses are not allocated to a program or function. Program revenues include grants and contributions, and membership dues, that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not presented as program revenues are presented as general revenues.

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Fund Financial Statements

The fund financial statements consist of the balance sheet and the statement of revenues, expenditures and changes in fund balance. These statements are prepared under the modified accrual basis of accounting and the current-financial resources measurement focus. Under this method, revenues are recognized when measurable and available to finance expenditures of the current period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

BEACON reports only governmental funds as follows:

General Fund – The General Fund accounts for the legally authorized activities of BEACON. For financial reporting information, the general fund includes the state grants and investment revenue and program and administration expenditures.

D) CASH AND CASH EQUIVALENTS

Under the Joint Power Agreement, BEACON has designated County of Ventura to act as its fiscal agent. Substantially all of BEACON's cash is held in the Ventura County Investment Pool. BEACON considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

E) ACCOUNTS RECEIVABLE

BEACON considers accounts receivable to be fully collectible. Accordingly, an allowance for uncollectible accounts has not been recorded.

F) CAPITAL ASSETS

Capital assets, which include property, plant, equipment, infrastructure and intangible assets, are reported in the governmental activity column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimate useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. At June 30, 2022 and June 30, 2021, there were no capital assets.

G) NET POSITION

Net Investment In Capital Assets – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt, and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

Restricted – This category reflects the component of net position that is subject to constraints either by creditors (such as debt covenants), grantors, contributors or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This category represents the net position of BEACON not restricted for any project or other purpose. Outstanding liabilities and deferred inflows of resources that are attributable to this component reduce the balance of this category.

H) FUND BALANCES

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned based primarily on the extent to which BEACON is bound to honor constraints on the specific purposes for which amounts in the funds can be spent.

Nonspendable fund balance - includes amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories or prepaid amounts and may also include the long-term receivables.

Restricted fund balance - includes amounts with constraints on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – includes amounts that can only be used for the specific purposes determined by formal action of the highest level of decision-making authority, the BEACON Board of Directors (Board). Commitments may be changed only by the Board taking the same formal action that originally imposed the constraint.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

Assigned fund balance – includes amounts that are constrained by BEACON’s intent to be used for specific purposes. The intent is expressed by the highest level of decision-making, the Board. Assigned fund balance does not require the same formal action required for committed fund balance. The Board establishes and modifies assignments of fund balance through the adoption of the budget and subsequent budget amendments. There were no fund balance assignments for subsequent years’ adopted budgets in FY 2021-22 and FY 2020-21.

Unassigned fund balance – is the residual classification for the General Fund and includes all amounts not contained in the other classifications.

When restricted and unrestricted (committed, assigned, or unassigned) resources are available, restricted resources are generally considered to be used first, followed by committed, assigned, and unassigned resources as they are needed.

BEACON believes that sound financial management principles require that sufficient funds be retained by BEACON to provide a stable financial base at all times. To retain this stable financial base, BEACON maintains an unrestricted fund balance in its funds sufficient to fund cash flows of BEACON and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned and unassigned fund balances are considered unrestricted.

I) MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus and basis of accounting.

The government-wide financial statements use the flow of economic resources measurement focus and the accrual basis of accounting. With this measurement focus, all assets and liabilities associated with the operation of these funds are included on the statement of net position. Under the accrual basis of accounting, revenues and contributions are recognized in the period in which they are earned and become due; expenses are recognized in the period incurred.

The accompanying fund financial statements have been prepared using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are included on the balance sheet.

The fund financial statements have been prepared using the modified-accrual basis of accounting. The modified-accrual basis of accounting is defined as the basis of accounting under which expenditures are recorded at the time liabilities are incurred. Revenues are recorded when susceptible to accrual (i.e., when they become both measurable and available). “Measurable” is defined as the amount that can be determined. “Available” is defined as collectible in the current period or soon enough thereafter to be used to pay the liabilities of the current period. The availability period is defined as six months. Revenue sources of BEACON susceptible to accrual include state grants, miscellaneous agreements, and interest on investments.

Because the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, a reconciliation is presented which explains the adjustments necessary to reconcile fund financial statements to the government-wide financial statements.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

The accounting policies of BEACON conform with Generally Accepted Accounting Principles (GAAP). The following summary of BEACON's more significant accounting policies is presented to assist the reader in interpreting the basic financial statements and other data in this report. These policies should be viewed as an integral part of the accompanying financial statements.

J) USE OF ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

2. CASH AND INVESTMENTS

Cash and investments as of June 30, 2022 and 2021, consist of the following:

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
Total cash and cash investments	<u>\$ 277,491</u>	<u>\$ 276,801</u>

The County of Ventura Investment Pool is accounted for in accordance with the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, as amended by GASB 72, which requires governmental entities to report certain investments at fair value in the statement of net position and recognize the corresponding change in fair value of investments in the year in which the change occurred. The fair value of pooled investments is determined monthly and is provided by the custodian bank. The fair value of BEACON's position in the pool approximates the value of the pool shares. For BEACON, the net change in fair value from carrying value at June 30, 2022, from June 30, 2021, was a decrease of \$3,967; the net change in fair value from carrying value at June 30, 2021, from June 30, 2020, was a decrease of \$1,124. The realized and unrealized gains and losses are included in investment earnings. However, County investments are primarily held to maturity and only actual earnings are distributed to pool participants. Therefore, the unrealized fair value gain or loss is not available for allocation except if actually realized.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of the fair value to changes in market interest rates.

At June 30, 2022 and June 30, 2021, the weighted average maturity of the County of Ventura Investment Pool was 249 and 192 days, respectively.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County of Ventura Investment Pool has received ratings of AA+ and S1+ by Standard and Poor's Ratings Services, the highest possible ratings given by the agency.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and BEACON's investment policy do not contain legal or policy requirements, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

As of June 30, 2022 and June 30, 2021, BEACON had all of its cash in the Ventura County Investment Pool. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the money invested by BEACON in the County of Ventura Investment Pool).

Applicable disclosures to the Ventura County Investment Pool are provided in Ventura County's Fiscal Year 2021 Comprehensive Annual Financial Report. That report is available from the Auditor-Controller's Office, 800 South Victoria Avenue, Ventura CA 93009-1540, or on the County website at: <https://www.ventura.org/auditor-controllers-office/financial-reports/comprehensive-annual-financial-report-2021/>.

Fair Value Measurements

BEACON categorizes its fair value measurements within the fair value hierarchy established by GASB 72. These principles recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Investments reflect prices quoted in active markets;
- Level 2: Investments reflect prices that are based on a similar observable asset either directly or indirectly, which may include inputs in markets that are not considered to be active; and
- Level 3: Investments reflect prices based upon unobservable sources.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. BEACON's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

As of June 30, 2022 and June 30, 2021, BEACON held no individual investments. All funds are invested in the Ventura County Investment Pool. Deposits and withdrawals are made on the basis of \$1 and not fair value. Consequently, BEACON's proportionate share of investments in the Ventura County Investment Pool at June 30, 2022 and June 30, 2021 are uncategorized and not defined as Level 1, Level 2 or Level 3 input.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

3. RISK MANAGEMENT

BEACON is exposed to various risks of loss related to torts; errors and omissions; for which BEACON is either self-insured, commercially insured, or a combination of both.

Insurance coverage has been obtained in the name of BEACON; there have been no claims or insurance settlements. Coverage includes \$1,000,000 in personal injury (including bodily injury and property damage), non-owned and hired automobile liability, products/completed operations, and public officials errors and omissions. The deductible is \$1,000. Also included is a sublimit of \$1,000,000 in fire damage liability with a \$1,000 deductible.

4. RECEIVABLES

Year-end receivables for BEACON are as follows:

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
	<u>General Fund</u>	<u>General Fund</u>
Receivables:		
Interest	495	274
Due from other governmental agencies	<u>74,870</u>	<u>59,353</u>
Gross receivables	75,365	59,627
Long-term receivables	<u>64,719</u>	<u>31,309</u>
Total receivables	<u>\$ 140,084</u>	<u>\$ 90,936</u>

California Ocean Protection Council implements a policy of retaining 10 percent of any claims for payment submitted pending satisfactory completion of the applicable project. Amounts estimated to be retained for a period of greater than one year have been included in long-term receivable at year end.

5. ACCRUED LIABILITIES

Accrued liabilities are the result of the implementation of California Ocean Protection Council's (OPC) 10 percent retention policy, as BEACON has reserved the right to retain 10 percent of that portion of compensation invoiced by contractors that is to be reimbursed through OPC grant awards. Any retention withheld by BEACON will be released upon release of the grant funding by OPC.

Accrued liabilities at year-end are as follows:

<u>Vendor</u>	<u>FY 2021-22</u>	<u>FY 2020-21</u>
City of Ventura	\$ 25,079	\$ 15,256
COM3	356	95
James Bailard & Associates	<u>21</u>	<u>21</u>
Total accrued liabilities	<u>\$ 25,456</u>	<u>\$ 15,372</u>

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

6. SUPPORT SERVICES

BEACON has no employees. BEACON contracts with the County of Santa Barbara for legal services and the County of Ventura for accounting services. A summary of amounts paid to each, as well as amounts payable at year end are as follows:

	<u>2022</u>	<u>2021</u>
Total expenditure for fiscal years ending June 30:		
County of Santa Barbara (Legal)	\$ 10,850	\$ 17,360
County of Ventura (Accounting)	<u>10,011</u>	<u>14,956</u>
	<u>\$ 20,861</u>	<u>\$ 32,316</u>
Due to other governments at June 30:		
City of Ventura (OPC Surfer's Point)	\$ 1,959	\$ 59,352
County of Ventura (Accounting)	<u>-</u>	<u>4,431</u>
	<u>\$ 1,959</u>	<u>\$ 63,783</u>

7. COMMITMENTS AND CONTINGENCIES

There was no work committed to under contract but not yet performed as of June 30, 2022 and June 30, 2021.

BEACON management is not aware of any outstanding claims or litigation.

BEACON has limited revenue sources from member dues, contribution/donations, grant revenues, and revenues from miscellaneous agreements. BEACON is dependent on continued available funding and has relied on both the payment of the annual dues by all member agencies, as well as grant and agreement reimbursements and advances, to provide cash flow. Grant expenditures are subject to audit by grantors that could result in return of funds, although management does not anticipate any questioned costs.

Encumbrances

Encumbrances are commitments related to unperformed (executory) contracts for goods or services. Encumbrances outstanding at year end are not accounted for as expenditures and liabilities, but are included in fund balance. As of June 30, 2022, encumbrances of \$173,096 were reported for FY 2021-22. There were no outstanding encumbrances for FY 2020-21.

8. SUBSEQUENT EVENTS

California Ocean Protection Council (OPC)

In Fall of 2018, BEACON received an announcement that it was selected for \$350,000 in grant funding from OPC for the Surfer's Point Managed Retreat Project located in the City of Ventura. The project aims to provide stabilization and restoration of the shoreline through a managed retreat. Between 2019 and 2021 a project consultant undertook design and engineering analysis and a final design and engineering plan was completed in early 2021. Most recently updated permits for the project are being secured and during FY 2023-24, BEACON will be assisting the City of Ventura in seeking grant funding for project implementation.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2022 and 2021

In February 2020, BEACON was awarded a \$450,000 grant from the California Ocean Protection Council to conduct a series of technical and planning studies and assessments to support SLR adaptation planning and regional sediment management planning. The grant work began in FY 2021-22 and will conclude at the end of FY 2023-24 in June 2024.

Other Events 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.

Other Events occurring after June 30, 2022 have been evaluated for possible adjustment to the financial statements or disclosures as of March 31, 2023 which is the date the financial statements were available to be issued.

**REQUIRED
SUPPLEMENTARY
INFORMATION
(OTHER THAN MD & A)**

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BUDGETARY COMPARISON SCHEDULE - ON BUDGETARY BASIS
GENERAL FUND
For the Fiscal Year Ended June 30, 2022

	Original Budget	Final Budget	Actual on Budgetary Basis	Variance with Final Budget Positive (Negative)
Resources (inflows):				
Membership dues	\$ 304,159	\$ 304,159	\$ 304,159	\$ -
Grant revenue	323,934	1,074,992	198,491	(876,501)
Revenues from use of money and property	<u>2,000</u>	<u>2,000</u>	<u>1,388</u>	<u>(612)</u>
Amount available for appropriation	<u>630,093</u>	<u>1,381,151</u>	<u>504,038</u>	<u>(877,113)</u>
Charges to appropriations (outflows):				
Services and supplies:				
Administrative:				
Project management	191,900	201,900	186,005	15,895
Accounting services	15,000	15,000	10,011	4,989
Legal services	12,000	12,000	10,850	1,150
Membership and dues	2,000	2,000	850	1,150
Insurance	3,800	4,750	4,715	35
Other professional services	<u>32,700</u>	<u>27,450</u>	<u>22,210</u>	<u>5,240</u>
Total administrative	<u>257,400</u>	<u>263,100</u>	<u>234,641</u>	<u>28,459</u>
Technical and engineering services	<u>345,534</u>	<u>1,100,892</u>	<u>269,375</u>	<u>831,517</u>
Contingencies	<u>27,159</u>	<u>17,159</u>	<u>-</u>	<u>17,159</u>
Total charges to appropriation	<u>630,093</u>	<u>1,381,151</u>	<u>504,016</u>	<u>877,135</u>
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>-</u>	<u>22</u>	<u>22</u>
Fund balance - beginning	<u>220,069</u>	<u>220,069</u>	<u>220,069</u>	<u>-</u>
Fund balance - ending	<u>\$ 220,069</u>	<u>\$ 220,069</u>	<u>\$ 220,091</u>	<u>\$ 22</u>

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BUDGETARY COMPARISON SCHEDULE - ON BUDGETARY BASIS
GENERAL FUND
For the Fiscal Year Ended June 30, 2021

	Original Budget	Final Budget	Actual on Budgetary Basis	Variance with Final Budget Positive (Negative)
Resources (inflows):				
Membership dues	\$ 299,960	\$ 299,960	\$ 299,960	\$ -
Grant revenue	269,395	269,395	228,880	(40,515)
Revenues from use of money and property	<u>4,000</u>	<u>4,000</u>	<u>1,482</u>	<u>(2,518)</u>
Amount available for appropriation	<u>573,355</u>	<u>573,355</u>	<u>530,322</u>	<u>(43,033)</u>
Charges to appropriations (outflows):				
Services and supplies:				
Administrative:				
Project management	187,900	187,900	183,630	4,270
Accounting services	15,000	15,000	14,956	44
Legal services	12,000	12,000	17,360	(5,360)
Audit services	10,380	10,380	10,380	-
Membership and dues	2,000	2,000	875	1,125
Insurance	3,500	3,500	3,742	(242)
Other professional services	<u>27,000</u>	<u>34,500</u>	<u>12,474</u>	<u>22,026</u>
Total administrative	<u>257,780</u>	<u>265,280</u>	<u>243,417</u>	<u>21,863</u>
Technical and engineering services	<u>296,218</u>	<u>296,218</u>	<u>132,070</u>	<u>164,148</u>
Contingencies	<u>25,000</u>	<u>17,500</u>	<u>-</u>	<u>17,500</u>
Total charges to appropriation	<u>578,998</u>	<u>578,998</u>	<u>375,487</u>	<u>203,511</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(5,643)</u>	<u>(5,643)</u>	<u>154,835</u>	<u>160,478</u>
Fund balance - beginning	<u>66,358</u>	<u>66,358</u>	<u>66,358</u>	<u>-</u>
Fund balance - ending	<u>\$ 60,715</u>	<u>\$ 60,715</u>	<u>\$ 221,193</u>	<u>\$ 160,478</u>

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
For the Fiscal Years Ended June 30, 2022 and 2021

BUDGETARY COMPARISONS AND BASIS OF ACCOUNTING

BEACON adopts a balanced annual budget and adheres to the applicable section of the California Government Code on budgetary matters, commonly known as the County Budget Act. Annually, the Board conducts a public hearing for discussion of the proposed budget. The Board adopts the final budget including revisions. Subsequent revisions, which occur during the year, are also adopted by the Board.

The Budgetary Comparison Schedule, as required by GASB 34 for the General Fund presents the original budget, final budget and actual amount. The “original budget” includes the adopted budget plus appropriations for prior year approved rollover encumbrances. The “final budget” is the budget as Board approved at the end of the fiscal year. The “actual amount” includes the actual revenues and expenditures incurred on a budgetary basis and as adjusted for the basic financial statements. Variances are provided between the Final Budget Amounts and the Actual Amounts on a budgetary basis.

This information is presented as Required Supplementary Information. Analysis of the final budget to actual variances is discussed in the Management’s Discussion and Analysis.

The budget is adopted on a basis of accounting that is different from GAAP. The primary differences are:

- For budgetary purposes, changes in the fair value of investments are not recognized as increases or decreases to revenue. Under GAAP, such changes are recognized as increases or decreases to revenue.

The following schedule is a reconciliation of the difference between the fund balances on the actual on a budgetary basis and the GAAP basis on the fund financial statements at June 30, 2022 and 2021:

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
	<u>General</u>	<u>General</u>
Fund balance - actual on budgetary basis	\$ 220,091	\$ 221,193
Adjustment:		
Change in fair value of investments	<u>(3,967)</u>	<u>(1,124)</u>
Total adjustments	<u>(3,967)</u>	<u>(1,124)</u>
Fund balance - GAAP basis	\$ <u>216,124</u>	\$ <u>220,069</u>

Level of Budgetary Control

BEACON's expenditures are controlled at the object level (services and supplies, contingencies) and sub-object level (capital assets) within budget units for BEACON. The object level is the level at which expenditures may not legally exceed appropriations.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
For the Fiscal Years Ended June 30, 2022 and 2021

Encumbrances

BEACON utilizes an encumbrance system as an extension of normal budgetary accounting to assist in controlling expenditures. Under this system, purchases and other significant commitments for expenditures are recorded in order to reserve that portion of applicable appropriations. When the related goods or services are received, the encumbrance is reversed and an expenditure and liability for payment to the vendor are recorded. All unencumbered and unexpended appropriations lapse at the end of each fiscal year and become available for financing of next year's budget. Encumbered appropriations are reappropriated in the next year's budget.

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SUPPLEMENTARY INFORMATION

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT PROJECT DESCRIPTIONS

The projects for BEACON include the following:

South Central Coast Beach Enhancement Program (SCCBEP): This program was in place from 2005 to 2010. The program allowed for the potential annual nourishment of five pre-selected beaches within Santa Barbara and Ventura Counties. Permits were secured from the resource agencies for all five beaches for a five year period. These permits expired in 2010. BEACON is developing a re-permitting effort for this program, pursuing a new SCCBEP model related to a range of sediment sources. BEACON is working on revised work plan elements including regional monitoring projects and protocols. However, without grant funding this effort cannot commence. BEACON has pursued and is pursuing grant opportunities to fund work plan elements (See below).

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.

Coastal Regional Sediment Management Plan (CRSMP): The CRSMP is BEACON's blueprint for its path forward for the next thirty years. The outdated current plan identifies capital projects, policy, studies and management initiatives that serve the objectives of restoring and maintaining coastal beaches and other critical areas of sediment deficient or excess, reducing the proliferation of protective shoreline structures, sustaining recreation and tourism, enhancing public safety and access and restoring coastal habitats focused on sandy habitats. The CRSMP was adopted by the Board at the end of 2009 and in 2011 the BEACON Board approved a Programmatic Environmental Impact Report (EIR) for the Capital Projects identified in the approved CRSMP. Efforts have now turned to an amendment of the CRSMP to accommodate coastal storm flooding and inundation and sea level rise projections. BEACON continues to pursue grant funding to fund the associated technical analyses to support the update of the CRSMP. In February 2020 BEACON was awarded a grant to support work on analyzing the use of sediment fines in beach deposition projects, framework development of the ecological analysis of sandy beaches and a vulnerability assessment of regional beaches which will all support the CRSMP update. (See above).

Kelp Anchor Demonstration Project: This project consists of the placement of approximately 200 kelp anchors in the Goleta Bay located between the inner and outer boundaries of the historic kelp bed. BEACON is the lead agency for the project. The re-establishment of a kelp bed in Goleta Bay is considered an environmental benefit to marine life and is consistent with BEACON's mission. As the lead agency, BEACON has secured a California Environmental Quality Act (CEQA) exemption under CEQA Guidelines Section 15306 and has secured a Coastal Commission Permit and a Lease from the State Lands Commission. The kelp anchors were successfully installed between December 2015 and October 2016. Most recently the BEACON Board approved staff applying to renew the SLC Lease to allow for a peer-review science assessment of the project's outcomes and results.

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT DESCRIPTIONS (Continued)**

Debris Basin Removals: From a sand transport perspective, by far the largest feeder of sediment to the BEACON coast is from our creeks and rivers. However, this natural process is often obstructed by debris basins. Consequently, BEACON has an ongoing initiative to pursue grants to fund the removal of select debris basins in Santa Barbara and Ventura Counties. BEACON is coordinating with Flood Control Districts in both counties to identify debris basins. In June of 2016 BEACON successfully secured a grant from the California Ocean Protection Council (OPC) for \$539,000. These funds were assigned to contribute to the cost of the removal of the San Ysidro Creek and Rattlesnake Creek debris basins located in the County of Santa Barbara. Following the January 9, 2018, debris flow event in Montecito, the Santa Barbara County Flood Control District has modified their debris basin restoration strategy. BEACON staff, working with County Flood Control staff have successfully negotiated a contract amendment with staff of the Ocean Protection Council and a new work plan has been approved. Funding is scheduled to be re-authorized in the state FY 2023-24 budget, with the project implemented over the next two years. The new work plan is for debris basin modifications at San Ysidro Creek and Cold Springs Creek.

Surfers Point Living Shoreline and Managed Retreat Project: BEACON is collaborating with the City of Ventura completed final design, engineering and permitting for Phase 2 of the Surfers Point Project at Seaside Park in Ventura adjacent to the Ventura River Mouth. Phase 2 will extend the project nearly 1,000 feet to the east in front of the Ventura County Fairgrounds. The project will remove significant public access and recreation facilities out of the hazard zone and construct new integrated rock cobble, sandy beach and dunes habitats to act as protection for the re-located public improvements and the Ventura County Fairgrounds. BEACON is currently assisting the City in fundraising to complete construction of the Phase 2 component of the overall project and will continue these efforts through 2023-24.

Mondo's Cove Beach Public Stairway: In September 2019, BEACON staff presented a staff report proposing the use of BEACON's Shoreline Sand Supply and Public Access Fund to develop a design for the Mondo's Cove Public Access Improvements Project located in northern Ventura County. In 2014, BEACON and the California Coastal Commission signed a Memorandum of Agreement (MOA), establishing a Shoreline Sand Supply and Public Access Fund, including a payment of \$60,000 in mitigation funds for public access as a result of the issuance of Coastal Development Permit (CDP) #4-07-154. Since January 2020, BEACON has been working with a planning and design consultant to complete engineering design for a public beach stairway. The final design phase of the project was completed in 2021. Following completion of the design, BEACON staff has been soliciting grant funds for development of final approvals, a final construction bid package, and for construction. In fall 2022, construction funding was approved as part of the adoption of the federal budget. During 2023 and 2024, BEACON will be coordinating with Ventura County officials on final approvals and bid specifications to support construction.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT REVENUE AND EXPENDITURES BY CATEGORY

	For the Fiscal Year Ended June 30, 2022		
	Coastal Resilience Sediment	Surfer's Point Project	Total
Revenue:			
Grants and Contribution			
Coastal Resilience Sediment	\$ 135,344	\$ -	\$ 135,344
Surfer's Point Project	<u>-</u>	<u>96,557</u>	<u>96,557</u>
Total grants and contributions revenue	<u>\$ 135,344</u>	<u>\$ 96,557</u>	<u>\$ 231,901</u>
Expenditures:			
Direct reimbursables:			
Coastal Resilience Sediment	\$ 135,344	\$ -	\$ 135,344
Surfer's Point Project	<u>-</u>	<u>96,557</u>	<u>96,557</u>
Total direct reimbursables	<u>\$ 135,344</u>	<u>\$ 96,557</u>	<u>231,901</u>
Non-reimbursable expenditures			<u>272,115</u>
Total expenditures			<u>\$ 504,016</u>

	For the Fiscal Year Ended June 30, 2021		
	Mondo's Cove Beach Stairway Project	Surfer's Point Project	Total
Revenue:			
Grants and Contributions			
Mondo's Cove Beach Stairway	\$ 34,685	\$ -	\$ 34,685
Surfer's Point Project	<u>-</u>	<u>70,708</u>	<u>70,708</u>
Total grants and contributions revenue	<u>\$ 34,685</u>	<u>\$ 70,708</u>	<u>\$ 105,393</u>
Expenditures			
Direct reimbursables			
Mondo's Cove Beach Stairway	\$ 34,685	\$ -	\$ 34,685
Surfer's Point Project	<u>-</u>	<u>70,708</u>	<u>70,708</u>
Total direct reimbursables	<u>\$ 34,685</u>	<u>\$ 70,708</u>	<u>105,393</u>
Non-reimbursable expenditures			<u>270,094</u>
Total expenditures			<u>\$ 375,487</u>

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT EXPENDITURES BY CATEGORY

For the Fiscal Year Ended June 30, 2022			
	Coastal Resilience Sediment	Surfer's Point Project	Total
Administration:			
Marc Beyeler	\$ 19,750	\$ -	\$ 19,750
Miscellaneous	-	2,610	2,610
Total administration	<u>19,750</u>	<u>2,610</u>	<u>22,360</u>
Technical:			
City of Ventura	-	93,947	93,947
CA State Univ. Channel Islands	5,580	-	5,580
University of San Diego	16,447	-	16,447
University of Santa Barbara	17,281	-	17,281
USGS	76,286	-	76,286
Total technical	<u>115,594</u>	<u>93,947</u>	<u>209,541</u>
Total expenditures by project	<u>\$ 135,344</u>	<u>\$ 96,557</u>	231,901
Non reimbursable expenditures			<u>272,115</u>
Total expenditures			<u>\$ 504,016</u>

For the Fiscal Year Ended June 30, 2021			
	Mondo's Cove Project	Surfer's Point Project	Total
Administration:			
COM3 Consulting	\$ -	\$ 4,760	\$ 4,760
Total administration	<u>-</u>	<u>4,760</u>	<u>4,760</u>
Technical:			
Jensen Design	34,685	-	34,685
City of Ventura	-	65,948	65,948
Total technical	<u>34,685</u>	<u>65,948</u>	<u>100,633</u>
Total expenditures by project	<u>\$ 34,685</u>	<u>\$ 70,708</u>	105,393
Non reimbursable expenditures			<u>270,094</u>
Total expenditures			<u>\$ 375,487</u>

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REPORT ON INTERNAL CONTROLS AND COMPLIANCE

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MOSS, LEVY & HARTZHEIM LLP

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Members of the Governing Board
Beach Erosion Authority for Clean Oceans and Nourishment
Ventura, California

We have audited the accompanying financial statements of the governmental activities and each major fund of the Beach Erosion Authority for Clean Oceans and Nourishment (Authority) as of and for the fiscal year ended June 30, 2021 and June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents., and have issued our report thereon dated March 31, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.


Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Moss, Levy & Hartzheim, LLP
Culver City, California
March 31, 2023



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:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: May 19, 2023
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2023

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



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
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STAFF REPORT

Meeting Date: May 19, 2023
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2023

Subject: Board Member Reports

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



A California Joint Powers Agency

**Member 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

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Staff@Beacon.ca.gov

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STAFF REPORT

Meeting Date: May 19, 2023
Agenda Item: 5B

To: BEACON Board of Directors
From: BEACON Executive Director
Date: May 12, 2023

Subject: BEACON Budget Actions and Financial Reports

RECOMMENDED ACTIONS:

- i. Authorize the Auditor-Controller's Office to make the encumbrance adjustment as follows (requires 6/10 vote):
INCREASE 5665-2199-GATV-GFUN \$5,000
DECREASE-5668-2199-OPCC-RSMP-\$2,500
DECREASE-5668-2199-CCMF-RCAM \$2,500.
- ii. 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 I) (Requires unanimous approval (10/10 vote);
- iii. Upon approval of member assessments, review and approve the Recommended Fiscal Year 2023-2024 Budget (Exhibit II)
- iv. Adopt the Budget Resolution for Fiscal Year 2023-2024 (Exhibit III).

DISCUSSION

Recommendation i:

BEACON receives reimbursements for services performed under certain grants and agreements. Staff estimates the amount of these reimbursements each year in our budget. This action will acknowledge that staff over-estimated the amount of these reimbursements by for the current year budget by the amount of \$5,000.00.

Recommendation ii:

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 I).

BEACON Executive Staff is recommending that the members' dues increase for the coming Fiscal Year be limited to less than a full 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. Approval of a member dues increase requires unanimous consent of the Board (10/10).

Recommendation iii:

The Recommended Budget for FY 2023-24 includes a total operations budget of \$340,500. 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.

Recommendation iv:

Staff is recommending that the BEACON Board adopt the proposed Budget Resolution for the coming fiscal year. The Budget Resolution provides clarity on the roles and responsibilities of the BEACON Board of Directors and importantly, BEACON Staff, including Executive and Program Staff, and the Staff of the Ventura County Auditor-Controller's Office.

Exhibits:

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

ITEM 5B

EXHIBIT I

Proposed Membership Dues FY 23-24

Fiscal Year 2023-2024
BEACON Proposed Membership Dues

Entity	Fiscal Year 2020-21	Board Approved Increase 1.40%	Fiscal Year 2021-22	CPI Increase 5.10%	Fiscal Year 2022-23	CPI Increase 5.10%	Proposed Fiscal Year 2022-23
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

Entity	Fiscal Year 2020-21	Board Approved Increase 1.40%	Fiscal Year 2021-22	CPI Increase 5.10%	Fiscal Year 2022-23	CPI Increase 6.90%	Proposed Fiscal Year 2022-23
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

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 2022-23
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

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>

[Consumer Price Index \(CPI\) Databases : U.S. Bureau of Labor Statistics \(bls.gov\)](#)

ITEM 5B

EXHIBIT II

Recommended Fiscal Year 2023-2024 Budget

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				-		-	26,300	4,245	10,000
Revenue									
Operating Revenue:									
Investment Income		5665	8911	1,388	1,150	6,000	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	325,670	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	40,000	-	-	-
Coastal Commission Mitigation Fees-RCAM		5668	9252		475,000		-	-	-
Subtotal - Grant and Project Revenue:				269,683	1,280,309	40,000	-	-	-
Total - Revenue:				575,230	1,601,129	365,670	324,200	346,255	340,503
TOTAL FINANCING SOURCES				575,230	1,601,129	365,670	350,500	350,500	350,503
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	5,000	5,000	5,003
Technical Services		5665	2183	82,978	124,000	124,000	90,000	90,000	90,000
Attorney Services		5665	2185	10,850	12,000	12,000	15,000	15,000	15,000
Other Professional & Specialized Services		5665	2199	150,906	192,000	192,000	207,500	207,500	207,500
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	341,523	340,500	340,500	340,503
Grant Funding Expenditures:									
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3		5668	2183	2,610			-	-	-
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	-	-	-	-	-
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					
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation		5668	2183	147,302					
OPC Grant - RSM/SLR Adaptation:				167,052	-	-	-	-	-
Subtotal - Grant Funding Expenditures:				267,893	-	-	-	-	-
Contingencies:									
Contingencies - Grant matching, Contract Amendments, New Programs.		5665	6101		17,159		10,000	10,000	10,000
Subtotal - Contingencies:				-	17,159	-	10,000	10,000	10,000
TOTAL EXPENDITURES				519,829	339,600	341,523	350,500	350,500	350,503
Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]				55,401	1,261,529	24,147	-	-	-
Fund O025 - Beginning Fund Balance				\$ 206,624	\$ 227,213	227,213	251,360	251,360	251,360
Fund O025 - Ending Fund Balance				\$ 227,213	\$ 1,488,742	251,360	251,360	251,360	251,360

ITEM 5B

EXHIBIT III

Budget Resolution for Fiscal Year 2023-2024

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

ADOPTING THE BUDGET FOR FISCAL YEAR
(FY) 2023-2024 AND DELEGATION OF
AUTHORITY TO THE AUDITOR-CONTROLLER
AND EXECUTIVE DIRECTOR TO TAKE
DESCRIBED ACTIONS ON THE FY 2023-24
ADOPTED BUDGET

RESOLUTION NO. 2023-2

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

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

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

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

WHEREAS, on March 17, 2023, at its regularly scheduled meeting, the Board held a public hearing and accepted public testimony on the Recommended FY 2023-2024 Budget;

WHEREAS, on May 19, 2023, at its regularly scheduled meeting, BEACON held a second public hearing and accepted public testimony on the Recommended FY 2023 - 2024 Budget;

WHEREAS, the May 19, 2023 public hearing on the Recommended FY 2023-2024 Budget has now been closed;

WHEREAS, the Board deliberated on and reviewed the Recommended FY 2023-2024 Budget with regard to revisions of, deductions from, or increases or additions to the Recommended Budget with each such revision, addition, or deletion having been provided to the Board in writing prior to the close of the May 19, 2023 public hearing;

WHEREAS, the Board finds that the Recommended FY 2023-2024 Budget supports BEACON's programs and supplies it with sufficient resources necessary to fulfill its duties and obligations;

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

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

WHEREAS, the FY 2023-24 Adopted Budget for Fund O025 includes Unit 5665 Operations and Unit 5668 Grants and Capital Projects;

WHEREAS, the BEACON Board only meets every other month;

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

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

WHEREAS, to retain adequate safeguards the BEACON Board wishes to restrict the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to FY 2023-24 Adopted Budget; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BEACON BOARD OF DIRECTORS THAT the Board of Directors adopts the Recommended FY 2023-2024 Budget as submitted on May 19, 2023, together with any revisions, deductions, increases, or additions as specified in the deliberations and motions of the Board thereon and as set forth in the budget detail information in the record and made a part hereof, as the FY 2023-24 Adopted Budget for BEACON;

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

BE IT FURTHER RESOLVED:

1. That the County Auditor-Controller is authorized, with the approval of the Executive Director, to make adjustments to the FY 2023-24 Adopted Budget Fund O025 fund balance, if the Fiscal Year 2022-23 actual year-end closing figures for BEACON's Fund O025 differ from the Fiscal Year 2022-23 Final Budget, as follows:

- A. If the available revenue exceeds the funding requirements for BEACON's Operating Fund, then the surplus revenue shall be applied to the Unassigned Fund Balance; or
 - B. If the funding requirements for the Operating Fund exceed available revenue, then the Contingency Appropriation shall be reduced to balance the Operating Fund.
- 2. That the County Auditor-Controller is authorized, with the approval of the BEACON Executive Director, to make the appropriate entries to the Grants and Capital Projects budget (Unit 5668) for ongoing grant programs and capital projects that have not been re-budgeted. The prior-year's unencumbered appropriations and corresponding revenues may be reestablished for the specific grants and capital projects;
 - 3. That the Ventura County Auditor-Controller is authorized to make the necessary adjustments to the FY 2023-24 Adopted Budget for any budget unit so as to reflect the acquisition of fixed assets within the appropriate budget unit and to properly classify projects between fixed assets and maintenance;
 - 4. That the Executive Director is authorized, with the approval of the Auditor-Controller, to transfer appropriations between object levels within BEACON's Operating Unit 5665 or Grant and Capital project Unit 5668; and
 - 5. That when the Executive Director and the Auditor-Controller determine that there has been a clerical error, the Auditor-Controller is authorized to make the necessary budget adjustments accordingly.

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

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

BE IT FURTHER RESOLVED THAT to retain adequate safeguards the BEACON Board restricts the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to the FY 2023-24 Adopted Budget; and

BE IT FURTHER RESOLVED THAT to retain adequate safeguards the BEACON Board

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

PASSED AND ADOPTED this 19th day of May 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:



Marc Beyeler, Executive Director

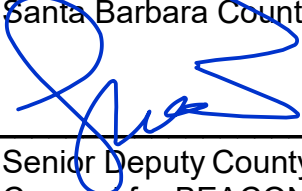
Vianey Lopez, Chair
Beach Erosion Authority for Clean
Oceans and Nourishment
BEACON

Date: May19, 2023

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

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

By: _____
Auditor-Controller for BEACON

By:  _____
Senior Deputy County Counsel
Counsel for 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

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City of Port Hueneme

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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: May 19, 2023
Agenda Item: 5C

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 2023

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

After approval and adoption of the Fiscal Year 2023-2024 Budget:

- i. Approve and authorize the Chair to execute Amendment No. 2 to the Agreement with University of California Santa Barbara to extend the term of the Agreement by 6 months to provide ecological assessment analysis with a revised end date of December 31, 2023, without an increase in the funding amount not to exceed \$75,000 (Attachment 1).
- ii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with California State University Channel Islands to extend the term of the Agreement by 6 months to provide technical services with a revised end date of December 31, 2023, without an increase in the funding amount not to exceed \$75,000 (Attachment 2).
- iii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with The United States Geologic Survey extend the term of the Agreement by 6 months to provide sediment modeling services with a revised end date of December 31, 2023, without an increase in the funding amount not to exceed \$100,000 (Attachment 3).
- iv. Approve and authorize the Chair to execute an Agreement with Jensen Design and Survey to provide project and program design and development services, with a period of performance from May 19, 2023, to June 30, 2023, in an amount not to exceed \$20,000 (Attachment 4).
- v. Approve and authorize the Chair to execute an Agreement with Marc Beyeler/MBA Consultants to provide Executive Director Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$153,500 (Attachment 5).
- vi. Approve and authorize the Chair to execute an Agreement with Gerald Comati/COM3 Consulting to provide Program and Project Management Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$45,000 (Attachment 6).
- vii. Approve and authorize the Chair to execute an Agreement with Pam Baumgardner to provide Webmaster and Social Media Communication Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$4,500 (Attachment 7).



- viii. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the existing Agreement with Santa Barbara County to provide Legal Services to BEACON to increase the amount by \$3,000 for a revised total not to exceed \$15,000 and without a change to the period of performance from July 1, 2022, through June 30, 2023 (Attachment 8).
- ix. Approve and authorize the Chair to execute an Agreement with Santa Barbara County for Legal Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$15,000 (Attachment 9).
- x. Approve and authorize the Chair to execute an Agreement with Ventura County to provide Accounting Services to BEACON with a period of performance from July 1, 2023, through June 30, 2024, in an amount not to exceed \$20,000 (Attachment 10).
- xi. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the existing Agreement with Jenna Wisniewski to provide science support and Geographic Information System (GIS) services modifying insurance requirements to be consistent with similar BEACON consultants without a change to the period of performance from July 1, 2022 through June 30, 2023 and without a change to the total amount not to exceed \$10,000.00. (Attachment 11).
- xii. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, focusing on assisting BEACON Science Advisory Committee (SAC) activities and providing Geographic Information Systems (GIS) Services, in an amount not to exceed \$20,000 with a period of performance from July 1, 2023, through June 30, 2024 (Attachment 12).
- xiii. Approve and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from July 1, 2023, to June 30, 2024, in an amount not to exceed \$10,000 (Attachment 13).

DISCUSSION:

BEACON receives various grant funds to undertake research and to support its science activities. Staff is presenting amendments to existing agreements to support BEACON in its science planning and planning for regional sediment management and Sea Level Rise adaptation. These amendments involve extensions of the performance period of the grants but no change in the scope of work or in the budget.

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 include important specialist professional services, including project development specialists, science support specialist, and a Geographic Information Systems (GIS) specialist. Staff is recommending the Board enter into several consultant agreements to accomplish its work program for the coming year.

ITEM 5C

ATTACHMENT 1

**Amendment No. 2 to the Agreement with University of California Santa
Barbara (Prop 68 OPC Grant)**

Amendment No. 2
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
University of California, Santa Barbara

THE COOPERATIVE AGREEMENT (hereafter, "Agreement") beginning July 1, 2021 and made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and the University of California, Santa Barbara (hereafter, "University"), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 2") as follows:

Section "3" is deleted in its entirety and replaced with:

3. Performance Period and Term of the Agreement Termination.

The Period of Performance and the Term of this Agreement shall be from July 1, 2021 through December 31, 2023. The terms of this Agreement may be extended at no additional cost to Sponsor by amending this Agreement or through written approval from Sponsor's Authorized Representative.

Ratifications. The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 2. The terms and provisions of the Agreement and Amendment No. 1, except as expressly modified and superseded by this Amendment No. 2 are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

Counterparts. This Amendment No. 2 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

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

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the Parties hereto and shall be effective as of May 19, 2023.

Beach Erosion Authority for Clean
Oceans and Nourishment

The Regents of the University of
California

By: _____
Vianey Lopez, Chair

By: _____
Jenny Chavira
Sponsored Projects Officer

Date: _____

Date: _____

ATTEST:

By: _____
Marc Beyeler, Executive Director,
BEACON

Approved as to Form:
Rachel Van Mullem
County Counsel

By:  _____
Senior Deputy County Counsel
Counsel for BEACON

ITEM 5C

ATTACHMENT 2

**Amendment No. 1 to the Agreement with California State University Channel
Islands (Prop 68 OPC Grant)**

Amendment No. 1
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
California State University Channel Islands (CSUCI)

This Memorandum of Understanding (hereafter, “MOU”) made January 2022 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, “BEACON”) and California State University Channel Islands (CSUCI), individually referred to as Party, or collectively as Parties, is hereby amended (“Amendment No. 1”) as follows:

Section “Duration” is deleted in its entirety and replaced with:

DURATION

1. This MOU may be amended or modified by mutual consent of BEACON and CSUCI.
2. This MOU shall become effective upon signature by BEACON and CSUCI and will remain in effect until amended, modified or terminated by BEACON or CSUCI.
3. Unless otherwise amended this MOU shall end December 31 2023.

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

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

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

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of May 19, 2023.

Beach Erosion Authority for Clean
Oceans and Nourishment

California State University Channel
Islands (CSUCI)

By: _____
Vianey Lopez, Chair

By: _____
Barbara Rex, Assistant Vice President,
Budget, Planning and Analysis, CSUCI

Date: _____

Date: _____

ATTEST:

By: _____
Marc Beyeler
Executive Director, BEACON

Approved as to Form:
Rachel Van Mullem
County Counsel

By: 
Senior Deputy County Counsel
Counsel for BEACON

ITEM 5C

ATTACHMENT 3

**Amendment No. 1 to the Agreement with The United States Geologic Survey
(Prop 68 OPC Grant)**

Amendment No. 1
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
United States Geologic Survey (USGS)

THE COLLABORATIVE AGREEMENT (hereafter, "Agreement") made on June 30, 2021 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and the United States Geologic Survey (hereafter, "USGS), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 1") as follows:

Section "4" is deleted in its entirety and replaced with:

4. Term. The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the later date of (1) June 30, 2021 or (2) the date of the last signature by the Parties. The expiration date of this Agreement shall be December 31, 2023.

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

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

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

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of May 19, 2023.

Beach Erosion Authority for Clean
Oceans and Nourishment

United States Geologic Survey (USGS)

By: _____
Vianey Lopez, Chair

By: _____

Name: _____

Position: _____

Date: _____

Date: _____

ATTEST:

By: _____
Marc Beyeler
Executive Director, BEACON

Approved as to Form:
Rachel Van Mullem
County Counsel

By: 
Senior Deputy County Counsel
Counsel for BEACON

ITEM 5C

ATTACHMENT 4

Agreement with Jensen Design and Survey FY22-23

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 Jensen Design and Survey, having its principal place of business at and 1672 Donion St., Ventura, Ca 93003 (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 has prepared site and project designs for projects in Ventura County at various locations, including sites being planned for coastal access and coastal water quality improvements, including but not limited to the Rincon Parkway and Mondos Cove Beach, Perkins Street and Ormond Lagoon and Beach in Oxnard;

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 the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Kevin Waldron at phone number 805-633-2258 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 E. Anapamu Street, Suite 201
Santa Barbara, CA
Attention: Marc Beyeler

To CONTRACTOR: Kevin Waldron
1672 Donion Street
Ventura, Ca 93003

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 May 19, 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.

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

ATTEST:

Marc Beyeler
BEACON Executive Director
Clerk of the Board

By:  _____

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

By: _____
Vianey Lopez
Chair
Board of Directors

Date: _____

CONTRACTOR:

Jensen Design and Survey

By: _____
Authorized Representative

Name: Kevin Waldron

Title: Senior Planner II

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Senior Deputy County Counsel
Counsel for BEACON

EXHIBIT A

Scope of Services

CONTRACTOR shall complete the following:

1. Develop Implementation Strategies and Actions;
2. Provide Feasibility Analyses and Concept Designs;
3. Develop Concept Options for A Limited Range of Projects and Program Elements, including the following services:
 - a. Identify Concept Options;
 - b. Provide Preliminary Evaluation of Concept Options;
 - c. Provide Preliminary Designs; and
 - d. Provide Preliminary Feasibility Analyses presentation to Beacon staff and provide written summary of Concept Options Evaluation.
4. Obtaining and Collecting Original and Existing Data to include, but not limited to:
 - a. Parcel Maps;
 - b. Zoning and Planning Requirements and Maps;
 - c. Building Requirements;
 - d. Environmental Constraints and Requirements; and
 - e. Local and Regional Planning.
5. Analyzing Data to include, but not limited to:
 - a. Creating data display tools;
 - b. Creating GIS Maps and Graphs; and
 - c. Provide recommendations for the use of the data to provide decision-support.
6. Providing Summary Memos, Reports, and Presentations to include, but not limited to:
 - a. Providing summary research and technical information;
 - b. Providing research memos and periodic updates of the results of research as appropriate; and
 - c. Providing periodic presentations to the BEACON Board of Directors and the BEACON Science Advisory Committee.
7. Undertake the above described services jointly with BEACON staff, working in close consultation and collaboration with BEACON staff and consultants.

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 **\$20,000.00**.
- 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.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the BEACON.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

ITEM 5C

ATTACHMENT 5

**Agreement with Marc Beyeler/MBA Consultants to provide Executive
Director Services FY23-24**

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

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

I. CONTACT INFORMATION.

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

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

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

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

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

II. SCOPE OF WORK.

A. SCOPE OF WORK (“Services”):

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

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

C. CONTRACT PERIOD: July 1, 2023 – June 30, 2024.

III. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$153,500.

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

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

IV. INDEPENDENT CONTRACTOR; TAXES

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

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

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

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

V. LIABILITY; INDEMNIFICATION

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

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

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

VI. CANCELLATION

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

VII. OTHER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures on following page.)

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2023.

CONTRACTOR

By:



Name: Marc Beyeler

Title: Principal, MBA Consultants

Date: May 19, 2023

Approved as to Form:

Rachel Van Mullem

County Counsel

By:


Susan L. McKenzie

Senior Deputy County Counsel,

Counsel for BEACON

BEACON

By:

Name: Vianey Lopez

Title: Chair, BEACON

Date: _____

Attest:

By:

Name: Gerald Comati

Title: Program Manager

ATTACHMENT 1

MBA Associates 2023-2024 Consultant Rates*

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

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

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

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

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

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

ATTACHMENT 2

BEACON Executive Director Job Description

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

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

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

EXAMPLES OF DUTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

QUALIFICATION GUIDELINES:

Knowledge Of:

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

Skills and Abilities In:

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

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

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

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

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

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

Supplemental Information:

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

RECRUITING STANDARDS:

Education/Experience:

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

OTHER REQUIREMENTS:

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

ITEM 5C

ATTACHMENT 6

**Agreement with Gerald Comati/COM3 Consulting to provide Program and
Project Management Services FY23-24**

Agreement Between

COM3 Consulting Inc.

and

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

for

**Project Management Services
FY 2023-2024**



THIS AGREEMENT, made and entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and COM3 Consulting Inc., a California Corporation, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render professional and technical services for project management assistance to the BEACON in the implementation of beach enhancement projects during Fiscal Year 2023-2024.

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

I. Agreement Organization and Content

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

II. Services to be Performed by CONSULTANT

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

III. Term of Agreement

CONSULTANT shall begin performance of the Services on July 1, 2023 and shall complete the Services on June 30, 2024. The term of the Agreement may be extended by Amendment to this Agreement.

IV. Compensation

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

Total compensation and cost reimbursements paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$45,000.

V. Assignment and Subcontracting

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

VI. Changes to Agreement

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

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

VII. Staffing

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

VIII. Termination of Agreement for Convenience

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

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

IX. Termination of Agreement for Cause

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

X. Responsibility of CONSULTANT

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

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

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

XI. Indemnity

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

XII. Insurance

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

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

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

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

XIII. Force Majeure

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

XIV. Equal Employment Opportunity and Nondiscrimination

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

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

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

XV. Records, Audits, and Review

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

XVI. Notices

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

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

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

XVII. Severability

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

XVIII. Ownership of Drawings and Data

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

XIV. Fee Retention

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

XX. Independent Consultant

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

XXI. California Law and Jurisdiction

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

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

XXII. Headings

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

XXIII. Remedies Not Exclusive

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

XXIV. Compliance with Law

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

XXV. Execution of Counterparts

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

XXVI. Survival

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

XXVII. Conflict of Interest.

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

(signatures on following page.)

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

CONSULTANT

BEACON

By:



Name: Gerald Comati

Title: President, COM3 Consulting Inc.

Date: May 19, 2023

By:

Name: Vianey Lopez

Title: Chair, BEACON

Date:

By:

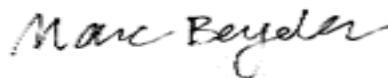


Name: Gerald Comati

Title: Financial Officer, COM3 Consulting Inc.

Date: May 19, 2023

ATTEST:



By:

Name: Marc Beyeler

Title: Executive Director

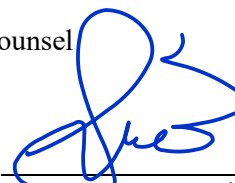
Date: May 19, 2023

Approved as to Form:

Rachel Van Mullem

County Counsel

By:



Susan L. McKenzie

Senior Deputy County Counsel,
Counsel for BEACON

Appendix "A" Scope of Services

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

1. Program and Project Management

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

2. Executive and Board Support

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

3. Grants and Contracts Management

Budgeting

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

Invoicing and Payments

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

Grants and Contracts Management and Grant Services

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

4. Project and Consultant Management

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

APPENDIX B - COMPENSATION

COM3 Consulting Contract with BEACON for Project Management Services

FY 23-24 Billing Rates	
Title	Labor Rates
Principals	\$155-230/hour
Senior Associates	\$100-\$150/hour
Associates	\$100-\$120/hour
Specialists	Various
Admin	\$50-\$100/hour

Budget:						
Name	Position	\$/hr	hrs	Labor Budget	Expenses Budget	Total Budget
Gerald Comati	Principal	155	290	44,950	50	45,000
Total Labor			290	44,950	50	45,000

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

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

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

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

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

ITEM 5C

ATTACHMENT 7

**Agreement with Pam Baumgardner to provide Webmaster and Social Media
Communication Services FY23-24**

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

Pamela Baumgardner - Websites (“Contractor”)
1100 Pittsfield Lane
Ventura, CA 93001

I. CONTACT INFORMATION.

A. DESIGNATED REPRESENTATIVES: Gerald Comati, Program Manager at phone number 805-895-0255 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Pam Baumgardner at phone number (805) 340-6910 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON, 501 Poli Street PO Box 99, Ventura, CA 93001

To CONTRACTOR: Pamela Baumgardner - Websites (“Contractor”), 1100 Pittsfield Lane, Ventura, CA 93001

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

II. SCOPE OF WORK.

A. SCOPE OF WORK: Contractor shall perform the Scope of Services as described in Attachment A (“Services”).

B. Contractor will be responsible for all aspects of this Agreement, including collecting, organizing and presenting the data. Contractor shall execute Services to the approval of BEACON Executive Director or deputy.

C. CONTRACT PERIOD: July 1, 2023 – June 30, 2024.

III. COMPENSATION AND EXPENSES

A. FEES AND EXPENSES: As compensation for Contractor's work as defined in Section II, BEACON shall pay Contractor including cost reimbursements, an amount up to and not to exceed \$4,500 for Contractor's satisfactory performance under this Agreement. The Contractor shall not exceed this amount and these funds shall cover all direct and indirect expenses and Contractor's time during the Contract Period.

B. BILLING: Contractor will submit an invoice to BEACON upon completion of Services to the satisfaction of BEACON Executive Director. BEACON will reimburse Contractor within 30 days of BEACON's receipt of invoice.

IV. INDEPENDENT CONTRACTOR; TAXES

A. NOT AN EMPLOYEE: Regardless of any functional title or work description, Contractor is performing Service as an independent contractor and not an employee of BEACON.

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

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

V. LIABILITY; INDEMNIFICATION

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

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

C. INDEMNIFICATION: Contractor agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but

not limited to attorneys' fees) incurred by BEACON on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to BEACON's active as well as passive negligence but does not apply to BEACON's sole negligence or willful misconduct.

VI. CANCELLATION

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

VII. OTHER

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

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

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

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

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

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

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

H. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY. BEACON shall be the owner of the following items incidental to this Agreement upon production, whether

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2023.

CONTRACTOR

BEACON

By:

Name Pam Baumgardner

:

Title:

Date:

By:

Name: Vianey Lopez

Title: Chair, BEACON

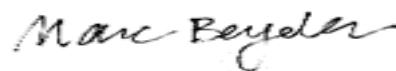
Date: May 19, 2023

Approved as to Form:

Rachel Van Mullem

County Counsel

Attest:



By:

Name: Marc Beyeler, Executive Director

By:



Susan L. McKenzie

Deputy County Counsel,

Counsel for BEACON

ATTACHMENT A - SERVICES

Pam Baumgardner
Website Designs

Contractor Scope of Services:

1. Set up, coordinate and maintain BEACON social media outreach efforts (including Facebook Page) following staff directives including posting of BEACON meeting agenda and staff reports.
2. Coordinate and maintain BEACON website in accordance with staff directives including posting of BEACON meeting agenda, staff reports, presentations, and other reports.
3. Act as Webmaster providing website maintenance and upgrades as needed.

Rate is \$85 for each hour actually and reasonably employed for an average of two hours monthly. Total payment for the scope of services is up to and shall not exceed the sum of \$4,500, which includes all cost reimbursements, labor, and expenses, direct and indirect charges in accordance with Section III of this Agreement.

ITEM 5C

ATTACHMENT 8

**Amendment No. 1 to the existing Agreement with Santa Barbara County to
provide Legal Services FY22-23**

Amendment No. 1
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
County of Santa Barbara

THE AGREEMENT (hereafter, “Agreement”) effective July 1, 2022 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, “BEACON”) and the County of Santa Barbara (hereafter, “County”), individually referred to as Party, or collectively as Parties, is hereby amended (“Amendment No. 1”) as follows:

Section 4 “Fiscal year 2022/2023 Agreement Costs” is deleted and replaced in its entirety with:

Fiscal year 2022/2023 Agreement Costs. Legal services costs for 2022/2023 are projected to be \$15,000.

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

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

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

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

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

Attest: Clerk of the Board
Mona Miyasato

By: _____
Deputy

By: _____
Das Williams
Chair

Date: _____

Recommended for Approval:
Rachel Van Mullem
County Counsel

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

By: _____
Department Head

By: _____

Approved as to Form:
Risk Management
Ray Aromatorio

By: _____
Deputy

BEACON, a California Joint Powers Agency

By: _____
Vianey Lopez
Chair, BEACON

Date: _____

Attest:

By: 

Name: Marc Beyeler

Title: Executive Director

ITEM 5C

ATTACHMENT 9

**Agreement with Santa Barbara County for Legal Services Legal Services
FY23-24**

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

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2023, to and including June 30, 2024. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 4 of this Agreement and as agreed to by both Parties. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the County Counsel's Office, shall provide legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
 - a. Counsel Services. Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the County effective during the term of the Agreement. The current rate is \$150.00.
 - b. Billing. The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County.
4. **Fiscal year 2023/2024 Agreement Costs.** Legal services costs for 2023/2024 are projected to be \$15,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not

limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Authorized travel shall be paid by County as part of overhead and will be reimbursed to staff members serving BEACON in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.

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

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2023.

Attest:

Clerk of the Board

Mona Miyasato

County Executive Officer

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

By: _____
Deputy

By: _____
Name: Das Williams
Title: Chair, Board of Supervisors
Date: _____

Recommended for Approval:

Rachel Van Mullem

County Counsel

Approved as to Accounting Form:

Betsy Schaffer, CPA

Auditor-Controller

By: _____
Department Head

By: _____

Approved as to Form:

Risk Management

By: _____
Deputy

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2023.

BEACON, a California Joint Powers Agency

By: _____
Name: Vianey Lopez
Title: Chair, BEACON
Date: _____

Attest:



By: _____
Name: Marc Beyeler
Title: Executive Director

ITEM 5C

ATTACHMENT 10

Agreement with Ventura County to provide Accounting Services FY23-24

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 2023-24**

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2023, to and including June 30, 2024. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this Agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
 - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.
 - b. **Other Accounting Services.** Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance through an Amendment in accordance with Section 8 to this Agreement.
 - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by internal exchange transaction.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2023-24

4. Fiscal year 2023-24 Agreement Costs. Accounting services costs for FY2023-24 are not to exceed \$20,000 for accounting services identified in Section 2. County agrees to notify BEACON if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$20,000 those costs will be authorized for reimbursement through an Amendment of the not to exceed amount or through an Amendment indicating that excess actual costs will be paid in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2023-24

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2023.

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

By:

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

BEACON, a California Joint Powers
Agency

By:

Name: Vianey Lopez
Title: Chair, BEACON
Date: _____

Attest:



By:

Name: Marc Beyeler
Title: Executive Director
Date: _____

Approved as to Form:

Rachel Van Mullem
County Counsel

By:

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

ITEM 5C

ATTACHMENT 11

Amendment No. 1 to the existing Agreement with Jenna Wisniewski to provide science support and Geographic Information System (GIS) FY22-23

Amendment No. 1
between
the Beach Erosion Authority for Clean Oceans and Nourishment
and
Jenna Wisniewski

THE AGREEMENT (hereafter, "Agreement") made on March 17, 2023 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Jenna Wisniewski having its principal place of business at 1280 Kenwood Road, Santa Barbara and (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, is hereby amended "Amendment No. 1") as follows:

EXHIBIT C, Insurance Section A is deleted and replaced in its entirety as follows:

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 \$500,000 per occurrence.
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 \$500,000 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.

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

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement to be effective as of May 19, 2023.

ATTEST:

Marc Beyeler
BEACON Executive Director

BEACON:

By: _____

By: _____

Vianey Lopez
Chair, Board of Directors

Date: _____


CONTRACTOR:

Jenna Wisniewski

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Authorized Representative

By:  _____
Susan L. McKenzie
Senior Deputy County Counsel
BEACON Counsel

Name: _____

Title: _____

ITEM 5C

ATTACHMENT 12

**Agreement with Jenna Wisniewski to science support and Geographic
Information System (GIS) FY23-24**

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 July 1, 2023 and end performance upon completion, but no later than June 30, 2024 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

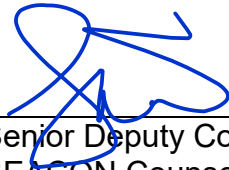


By: _____

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 Agreement amount, including cost reimbursements, up to but not to exceed **\$20,000.00**.
- 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.

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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 \$500,000 per occurrence.
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 \$500,000 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.

ITEM 5C

ATTACHMENT 13

**Agreement with California State University Channel Islands Provide Research
and Technical Support for SAC FY23-24**

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

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

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

BACKGROUND

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

PURPOSE & RESPONSIBILITIES

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

Science and Technical Support

This common interest will be accomplished by the following activities:

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

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

DURATION

1. This MOU may be amended or modified by mutual consent of BEACON and CSUCI.
2. This MOU shall become effective upon signature by BEACON and CSUCI and will remain in effect until amended, modified or terminated by BEACON or CSUCI.
3. Unless otherwise amended this MOU shall end June 30, 2024.

INDEMINIFICATION

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

CALIFORNIA STATE UNIVERSITY,
CHANNEL ISLANDS (CSUCI)

BEACON

By: _____

Name: Barbara Rex

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

Date: _____

By: _____

Name: Vianey Lopez

Title: Chair, BEACON Board of Directors

Date: _____

Approved as to Form:

Rachel Van Mullem
County Counsel

By: _____

Susan L. McKenzie
Senior Deputy County Counsel,
Counsel for BEACON

Exhibit A

Services and Budget

Services

CSUCI shall complete the following:

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

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

Budget

For CSUCI Services to be rendered under this MOU CSUCI shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$10,000.00 (Ten thousand dollars).

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

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

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

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



A California Joint Powers Agency

Member Agencies

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
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STAFF REPORT

Meeting Date: May 19, 2023
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: May 12, 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 July Meeting Agenda:

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