



A California Joint Powers Agency

**Member Agency  
Representatives**

Monica Solorzano  
*City of Carpinteria*

Kyle Richards, Vice-Chair  
*City of Goleta*

Gabe Teran  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Doug Halter  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Laura Capps  
Das Williams  
*County of Santa Barbara*

Vianey Lopez, Chair  
Matt LaVere  
*County of Ventura*

**Executive Director**  
Marc Beyeler

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

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

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

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

## NOTICE

## SPECIAL MEETING

### BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON) July 14, 2023

**NOTICE IS HEREBY GIVEN** of a **SPECIAL 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: July 14, 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:

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

**Oxnard City Hall  
300 W 3<sup>rd</sup> Street  
Oxnard, CA 93030**

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/87341658360?pwd=ckNMQ29zdEJHU3NqWnNESWU1QzBkQT09>

Meeting ID: 873 4165 8360  
Passcode: 979263

2. You may call in to listen live to the Board of Directors meeting by dialing [1\(669\) 444-9171](tel:16694449171) and then entering the following when prompted:  
Meeting ID: [873 4165 8360](tel:87341658360) and  
Passcode: [979263](tel:979263)
3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:
  - a. Distribution to the Board. Submit comments via email to [Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Wednesday, July 12, 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, July 12, 2023. Your comment will be placed into the record and distributed appropriately.
  - b. Read into the record at the meeting. Submit comments of 250 words, or less, via email to [Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Wednesday, July 12, 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 May 19, 2023. (Exhibit 1).
- D. File Notice of Cancellation of BEACON Regular Meeting of July 21, 2023. (Exhibit 2).



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

**3. Presentations- No Presentations**

- 4. Projects** – Coastal Access/Beach User Cell Phone Location Data Research Pilot Project. Presentation by BEACON Executive Director Marc Beyeler, Dr. Kiki Patsch of California State University Channel Islands (CSUCI), and Dr. Nathaniel Merrill, United States Environmental Protection Agency (USEPA).

**5. BEACON Organization and Program**

**A. Board Member Reports**

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

**B. Appointment of BEACON Special Projects Staff**

**Recommended Actions:**

- i. Receive a Staff Report on Special Projects Staff
- ii. Adopt Resolution 2023-3 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2024 (Exhibit 1).

**C. BEACON Contracts and Agreements**

**Recommended Actions:**

- i. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the existing Agreement with COM3 Consulting Incorporated to provide program manager and organizational specialist services by increasing the amount by \$5,000 for a revised total not to exceed \$50,000 without a change to the period of performance from July 1, 2023, through June 30, 2024 (Exhibit 1).
- ii. Approve and authorize the Chair to execute an Agreement with The Bay Foundation for BEACON to provide mobility location data project support services through grant funding in the amount of \$336,250, with a period of performance from July 14, 2023, to December 31, 2025 (Exhibit 2).

**6. Executive Director's Report and Communications**

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

Upcoming September 2023 Meeting Agenda:

- A. Presentation-Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning
- B. Project Updates
- C. Budget Updates 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](http://BEACON.CA.GOV). Any written ex-parte communication subject to disclosure by members of the BEACON Board may be published online as an attachment to the corresponding item.



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**STAFF REPORT**

**Meeting Date: July 14, 2023**  
**Agenda Item: 1B-D**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: July 7, 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 May 19, 2023. (Exhibit 1).
- D. File Notice of Cancellation of BEACON Regular Meeting of July 21, 2023. (Exhibit 2).

**ITEM 1C**

**EXHIBIT 1**

**Minutes from May 19, 2023, Board Meeting**

# BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 19, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

<b>Item</b>	<b>1A</b>	<b>Call to Order, Roll Call, and Introductions – Chair, Laura Capps.</b>
<b>Minutes/ Actions:</b>	<b>Directors Present:</b> <ul style="list-style-type: none"> <li>• Laura Capps (County of Santa Barbara)</li> <li>• Das Williams (County of Santa Barbara)</li> <li>• Vianey Lopez (County of Ventura)</li> <li>• Matt LaVere (County of Ventura)</li> <li>• Kyle Richards (City of Goleta)</li> <li>• Mike Jordan (City of Santa Barbara)</li> <li>• Monica Solórzano (City of Carpinteria)</li> <li>• Doug Halter (City of Ventura)</li> <li>• Gabe Teran, (City of Oxnard)</li> <li>• Steven Gama, (City of Port Hueneme)</li> </ul> <b>Directors Not Present:</b> <ul style="list-style-type: none"> <li>• Eric Friedman (City of Santa Barbara)</li> </ul>	
<b>Item</b>	<b>1B - E</b>	<b>Approval of Administrative Items</b> <b>B. Approval of Agenda and Filing of Certificate of Agenda Posting.</b> <b>C. Consideration and Approval of Minutes of the BEACON Meeting held on March 17, 2023.</b> <b>D. Receive and File the BEACON Financial Audit for FYs 2021 and 2022 prepared by Moss, Levy &amp; Hartzheim LLP.</b> <b>E. Accept a donation to BEACON from the Ventura Mid-City Community Board in the amount of \$100.00.</b>
<b>Minutes/ Actions:</b>	<b>Board Members Comments:</b> <ul style="list-style-type: none"> <li>• None.</li> </ul> <b>Public Comments:</b> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p>The Administrative Agenda was approved unanimously by the Board. Moved by Gama / Second by Williams.</p>	
<b>Item</b>	<b>2</b>	<b>Public Comment and Other Matters not on the Agenda</b> <b>Receive public comments.</b>
<b>Minutes/ Actions:</b>	<b>Board Members Comments:</b> <ul style="list-style-type: none"> <li>• None.</li> </ul> <b>Public Comments:</b> <ul style="list-style-type: none"> <li>• None.</li> </ul>	

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, May 19, 2023**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE**

Item	5A	BEACON Organization and Program - Board Members Reports.
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"><li>• Director Gama expressed his thanks to BEACON for its participation and organization of the 2023 Sand Summit. It is a very important event, and the knowledge and understanding of Dr. Patsch is amazing.</li><li>• Director Williams attended the California Cities CSAC in April 2023. At the meeting there was a good presentation from Dr. Revel and the Coastal Commission, similar to the presentations we see at BEACON meetings. Regarding the clean out of debris basin and depositions to beaches during emergency events, we need to implement long term permits.</li><li>• Director Capps indicated that there is a lot of interest in Goleta Beach. The Santa Barbara County Flood Control District's report on the depositions made at the beach during the emergency events this winter will be completed by Fall 2023.</li></ul>



# BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 19, 2023  
**TIME:** 9:00 AM  
**PLACE:** TELECONFERENCE

Item	5B	<p><b>Budget Actions and Financial Reports-Time Certain at 9:15 am</b></p> <p><b>Recommended Actions:</b></p> <ul style="list-style-type: none"> <li>i. <b>Authorize the Auditor-Controller's Office to make the encumbrance adjustment.</b>  <b>as follows (requires 6/10 vote):</b>  <b>INCREASE 5665-2199-GATV-GFUN \$5,000</b>  <b>DECREASE-5668-2199-OPCC-RSMP-\$2,500</b>  <b>DECREASE-5668-2199-CCMF-RCAM \$2,500.</b></li> <li>ii. <b>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).</b></li> <li>iii. <b>Upon approval of member assessments, approve the Recommended Fiscal Year 2023-2024 Budget (Exhibit II).</b></li> <li>iv. <b>Adopt the Budget Resolution for Fiscal Year 2023-2024 (Exhibit III).</b></li> </ul>
Minutes/ Actions:	<p>Executive Director Beyeler explained that this item has two main actions. One is to consider a cost-of-living increase for the membership dues and then to adopt the budget for FY 2023-24 with the accompanying resolution. The cost-of-living increase recommendation is 5.1% which is lower than the 6.9% used by Ventura County Auditor Controller. The result will be an additional \$16,303 in revenue.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• Director Solórzano asked if the Executive Director could explain recommendation 5Bi re/ adjustments to the budget.  Executive Director Beyeler responded that this action reflects adjustments to the budget to accommodate projected expenditures in services not originally anticipated.</li> <li>• Director Richards asked for an explanation of the rationale to recommend a 5.1% cost-of-living increase versus 6.9%.  Executive Director Beyeler indicated that this was a judgement call based on the state of the economy. If the Board wished to propose a 6.9% cost-of-living increase, he would support that decision.</li> <li>• Chair Lopez asked if there was a plan to secure additional administrative support for the Executive Director, Program Manager, and other staff?  Executive Director Beyeler indicated he had a new position for grant/administration support ready for advertisement and the funds for this new position are in the proposed FY23-24 budget.</li> <li>• Director Solórzano asked if additional tech support is included in the grant/administration position?  Executive Director Beyeler indicated that additional tech support would also be captured in this new position.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>The Board approved unanimously the recommended actions. Moved by LaVere / Second by Solórzano.</b></p>	

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 19, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

Item	5C	<p><b>BEACON Contracts and Agreements</b></p> <p><b>Recommended Action:</b></p> <p><b>After approval and adoption of the Fiscal Year 2023-2024 Budget:</b></p> <ul style="list-style-type: none"><li>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).</li><li>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).</li><li>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).</li><li>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).</li><li>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).</li><li>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).</li><li>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).</li><li>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).</li><li>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).</li><li>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).</li></ul>
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## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, May 19, 2023

**TIME:** 9:00 AM

**PLACE:** TELECONFERENCE

	<p>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).</p> <p>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).</p> <p>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).</p>
<b>Minutes/ Actions:</b>	<p>Executive Director Marc Beyeler explained that this item represents consideration of BEACON's annual contracts for FY23-24 along with new project specific consultant contracts, plus amendments to existing agreements for extensions of the agreement termination dates.</p> <p>Legal Counsel, Susan McKenzie added that she was required to report to the Board that for Item 5Cv, the FY2324 contract for Executive Director services, the salary increased from \$146,403 in FY22-23 to \$153,500. In addition, Susan McKenzie reported that Legal Counsel does not review the Legal Services Agreement Amendment and new agreement covered under Item 5Cviii and 5Cix respectively.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"><li>Chair Lopez indicated her support for the Executive Director's work and his thorough attention to all of the BEACON jurisdiction and in working so well with the Board.</li><li>Director Richards also thanked the Executive Director and the other BEACON staff for their work.</li></ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"><li>None.</li></ul> <p><b>The Board approved unanimously the recommended actions. Moved by Williams / Second by Halter.</b></p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, May 19, 2023**

**TIME: 9:00 AM**

**PLACE: TELECONFERENCE**

Item	6	Executive Director's Report and Communications
<b>Minutes/ Actions:</b>		<p>The Executive Director reported on the following upcoming activities:</p> <ul style="list-style-type: none"><li><b>A. Presentation-Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning</b></li><li><b>B. Project Updates</b></li><li><b>C. Budget Updates and Approvals</b></li><li><b>D. Contracts and Agreements Review and Approvals</b></li></ul> <p>Executive Director Beyeler wished to reemphasize the success of the 4<sup>th</sup> Sand Summit hosted by BEACON this year. The Sand Summit once again focused on the biggest port dredging project in California, at Channel Islands Harbor. As the Board knows, this is a biennial dredging project and this year, we were able to fund the maximum dredge quantity of 2.4 M CY. When the dredge quantity is short, as in previous cycles, the downstream beaches suffer. So, a big shout out to the City of Port Hueneme, Ventura County and the US Army Corps of Engineers, who collectively were able to secure the full funding needed and execute the project. There was an issue with air quality and the dredgers – but jurisdictions, such as the City of SB, are turning towards the use of electric dredgers.</p> <p>The second project the Executive Director wished to highlight was Surfers Point. The project has now completed final design for Phase 2 and the Coastal Commission is considering a \$16M grant for the Phase 2 construction. The BEACON Board supported the grant application. During the 2023 winter storms, Surfers Point held out very well and the dunes performed well. We could not be happier in BEACON's roll over the years in delivering the Surfers Point Project.</p>

**Adjourn to next regular meeting on July 14, 2023, at 9:00 AM at the Carpinteria City Hall and via Teleconference. The July 21, 2023, meeting has been cancelled.**

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

**ITEM 5D**

**EXHIBIT 2**

**Notice of Cancellation of BEACON Regular Meeting July 21, 2023**



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**NOTICE OF BEACON**

**Meeting**

**Cancellation**

**Friday, July 21, 2023**

THE BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON) REGULAR MEETING set for Friday, **July 21, 2023** has been **CANCELLED**.

BEACON will have a **SPECIAL MEETING ON FRIDAY, JULY 14, 2023 at 9:00 am**. Official notice of this special meeting will be provided at least 24 prior to the Special Meeting.

The next regular meeting is scheduled to be held on Friday, September 22, 2023 at 9:00 am in the City Council Chambers of the Carpinteria City Hall.

Vianey Lopez, BEACON Chair



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**STAFF REPORT**

**Meeting Date: July 14, 2023**  
**Agenda Item: 2**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: July 7, 2023**

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

**RECOMMENDED ACTION:**

Receive Public Comments.



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**STAFF REPORT**

**Meeting Date: July 14, 2023**

**Agenda Item: 4**

**To: BEACON Board of Directors**  
**From: Marc Beyeler, BEACON Executive Director**  
**Date: July 7, 2023**

**Subject: Projects**

**RECOMMENDED ACTION:**

Receive a presentation on Coastal Access/Beach User Cell Phone Location Data Research Pilot Project from BEACON Executive Director Marc Beyeler, Dr. Kiki Patsch of California State University Channel Islands (CSUCI), and Dr. Nathaniel Merrill, United States Environmental Protection Agency (USEPA).

**DISCUSSION:**

Over the past 24 months, BEACON staff have been leading a multi-agency collaborative regional research project, analyzing the utility of employing cell phone location data to better understand coastal access use within the BEACON Coast and southern California.

This project was originated by BEACON professional staff and has required the recruitment of technical research staff, project partners, and funders, involving staff members of California State University Channel Islands (CSUCI), the Mountains Recreation and Conservation Authority (MRCA), the Office of Research and Development, United States Environmental Protection Agency (ORD-USEPA), the Bay Foundation (TBF) and Point Blue, among others.

The pilot project has multiple complementary intended outcomes, including:

- Increased sharing of information and data
- Developing best practices for utilizing a range of social science data including novel aggregated cell phone location data
- Developing better understanding of beach use
- Providing better beach user information to support implementation of more equitable beach access policies, programs, and projects

The project utilizes Cell Phone location data to analyze origin and destination of beach users to better understand both barriers to coastal access and opportunities to expand coast access facilities and programs and better understanding of how the 'public' uses the beach and avails themselves of coastal access opportunities.





## July 14, 2023 Board Meeting Staff Report on Projects

BEACON, along with its science, technical, and agency partners, have utilized the “best available” social science as a regular and essential component of advancing our practice and addressing the many barriers to coastal access for decades. At the same time, social science data collection efforts have received only limited attention and funding for decades (King and MacGregor, 2012; Colgan, et. al., 2021; BEACON Science Research Agenda, 2022).

To address this critical long-standing information need, BEACON staff identified and evaluated alternative data sources, including cell phone location data. We identified the availability of cell phone locational data and research (Merrill, 2020; 2022) and have been able to organize and secure funding for a pilot project. Collaborating with several partners, including USEPA Research staff, CSCUCI staff, and public partners, such as the Mountains Recreation and Conservation Authority (MRCA), and The Bay Foundation (TBF), are now completing pilot scale activities, including importantly, the successfully coding of the data to GIS locations for data locational analysis and data visualization.

We chose to evaluate the cell phone data in a pilot project of fifty discrete coastal access sites in Southern California, stretching from northern Santa Barbara County to Malibu and northern Santa Monica Bay in Los Angeles County. We started out modifying and customizing available cell phone location data for the chosen pilot project sites, utilizing research data scientists from CSUCI, Point Blue, and organizing the project tasks in a collaborative “working group” of multiple public agency staff. We are currently in the data processing and validation stages and undertaking a range of initial data analyses to see what the data can reveal about coastal access at our study sites. Our project work includes integrating the spatial locational information with up-to-date demographic data.

Notwithstanding significant and persistent barriers and constraints to visiting and using the beach, the reported origin data documents wide use of the beach across diverse economic and social groups, including by many underserved and underrepresented communities of color, living distant from any coastal location.

Importantly, our initial research shows that during the first two years of the COVID pandemic, regional coastal access along the Beacon coast and in Los Angeles County proved to be an essential, durable, and repeated, location for community refuge, both informally and formally, through several different stages of quarantine and public health crisis management. Coastal and beach use became an outlet for individuals, families, communities, and local, regional, and state and federal government staff and policy-makers, as all tried to negotiate safe and healthy community practices.

Beacon Executive Director Marc Beyeler, Dr. Kiki Patsch, Associate Professor, California State University Channel Islands, and Dr. Nathaniel Merrill, US Environmental Protection Agency, Office of Research Development will provide a brief presentation on the status of the project and provide some examples of initial preliminary data. In addition, they will provide information on next steps for the project, including securing funding to continue this regional scale effort.



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](mailto:Office@Beacon.ca.gov)

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

**STAFF REPORT**

**Meeting Date: July 14, 2023**  
**Agenda Item: 5A**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: July 7, 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

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*City of Goleta*

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*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: July 14, 2023**  
**Agenda Item: 5B**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: July 7, 2023**

**Subject: Appointment of BEACON Special Projects Staff**

**RECOMMENDATIONS:**

- i. Receive a Staff Report on Special Projects Staff
- ii. Adopt Resolution 2023-3 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2024 (Exhibit 1).

**DISCUSSION:**

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

Without a formal appointment, however, Mr. Brennan does not have full access to BEACON project documents and internal communications. In order to be effective in providing assistance, Mr. Brennan requires access to the full range of project communications. It is the desire of BEACON Executive Director to continue Mr. Brennan's involvement in certain BEACON projects to assist BEACON staff on essential project tasks for a period until June 30, 2024. BEACON executive staff is recommending the BEACON Board appoint Mr. Brennan as a Special Projects Volunteer Staff.

**ITEM 5B**

**EXHIBIT 1**

**Resolution Appointing Brian Brennan as Special Projects Volunteer Staff**

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

APPOINTING BRIAN BRENNAN AS SPECIAL  
PROJECTS VOLUNTEER STAFF

RESOLUTION NO. 2023-3

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 14th day of July 2023 the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

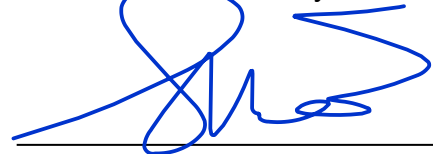
Date: \_\_\_\_\_

ATTEST:

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Marc Beyeler, Executive Director

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



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Senior Deputy County Counsel



A California Joint Powers Agency

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Kyle Richards, Vice-Chair  
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Gabe Teran  
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**Executive Director**  
Marc Beyeler

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**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: July 14, 2023**

**Agenda Item: 5C**

**To: BEACON Board of Directors**

**From: Executive Director**

**Date: July 7, 2023**

**Subject: BEACON Contracts and Agreements**

**RECOMMENDED ACTIONS:**

- i. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the existing Agreement with COM3 Consulting Incorporated to provide program manager and organizational specialist services by increasing the amount \$5,000 for a revised total not to exceed \$50,000 without a change to the period of performance from July 1, 2023, through June 30, 2024 (Exhibit 1).
- ii. Approve and authorize the Chair to execute an Agreement with The Bay Foundation for BEACON to provide mobility location data project support services through grant funds in the amount of \$336,250, with a period of performance from July 14, 2023, to December 31, 2025 (Exhibit 2).

**DISCUSSION:**

All staff and professional services are carried out by either member agencies' staff or contract consultants. The consultant positions include BEACON's executive director, and the Program Manager. In the coming year, the Board has approved funding for a part-time grants specialist. BEACON's Executive Director is recommending the Board approve the amendment with Mr. Comati to allow him to undertake additional operational specialist services, including coordination with the Executive Director of supervision and training of a part-time grants and administrative services specialist.

BEACON receives various grant funds to undertake research and to support its science activities. Staff is presenting an agreement with The Bay Foundation (TBF) to support BEACON in its coastal access planning. The agreement with TBF will allow Beacon staff and consultants to continue to develop coastal access beach user data information in support of BEACON's coastal access program. Staff is recommending the Board approve this agreement (Exhibit 2).

**ITEM 5C**

**EXHIBIT 1**

**Amendment 1 to COM3 Consulting Inc. Agreement**



**Amendment No. 1**

**between**

**the Beach Erosion Authority for Clean Oceans and Nourishment**

**and**

**COM3 Consulting Incorporated**

**THE AGREEMENT** (hereafter, "Agreement") made on May 19, 2023 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and COM3 Consulting Incorporated having its principal place of business at 1943 Grand Ave, Santa Barbara and (hereafter, "CONSULTANT"), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 1") as follows:

**Section IV. Compensation, is deleted and replaced in its entirety with:**

**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 services described in Appendix "A", Scope of Services, shall not exceed \$50,000.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 1 to the Agreement to be effective as of July 14, 2023.

**ATTEST:**

Marc Beyeler  
BEACON Executive Director

**BEACON:**

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

By: \_\_\_\_\_  
Vianey Lopez Chairperson Board of Directors

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

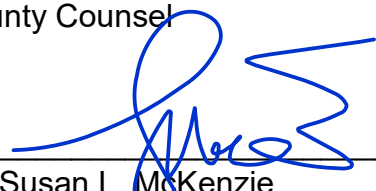
**CONSULTANT:**

COM3 Consulting

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Gerald Comati

By:  \_\_\_\_\_  
Susan L. McKenzie  
Senior Deputy County Counsel  
BEACON Counsel

**ITEM 5C**

**EXHIBIT 2**

**Agreement with The Bay Foundation**



**SANTA MONICA BAY RESTORATION FOUNDATION  
CONTRACT AGREEMENT  
23-06**

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This Agreement is made and entered into effective July 14, 2023 by and between the Santa Monica Bay Restoration Foundation DBA The Bay Foundation (hereinafter "TBF"), a non-profit organization, and Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (hereinafter "Contractor").

**To the best of its ability, the Contractor agrees to the following, please mark:**

- To the fullest extent possible, the Contractor shall give preference for products and services that conserve and protect natural resources: ■
- Contractor agrees to take good faith efforts to attract and utilize and contract with Minority Business Enterprises (DBE) and Women's Business Enterprises (WBE) and to report on those efforts during the period of performance of this agreement: ■
- In connection with the execution of this Agreement, Contractor shall not discriminate or allow harassment against any employee or applicant for employment because of sex, race, religion, color, ancestry, national origin, sexual orientation, physical handicap, disability (including HIV/AIDS), cancer-related medical condition, age, or marital status: ■

**1. Agreement with Contractor**

TBF agrees to engage Contractor and Contractor agrees to undertake, carry out and complete certain work and services set forth in the attached Exhibit A, Scope of Services, subject to the approval of TBF, and such approval shall not unreasonably be withheld. Contractor renders its services under this Agreement as a Contractor. Contractor shall comply with all requirements as set forth in Exhibit B, Insurance Requirements of this Agreement.

**2. Period of Performance**

The services of Contractor shall commence as soon as practicable after the execution of this Agreement and shall be undertaken and discharged in such sequence as to ensure their expeditious completion in the light of the purposes of this Agreement as defined under the Scope of Services and shall terminate not later than December 31, 2025, as set forth in Exhibit C, Schedule of Deliverables, which is incorporated herein by reference as though fully set forth herein.

To restore and enhance Santa Monica Bay through  
actions and partnerships that improve water quality,  
conserve and rehabilitate natural resources,  
and protect the Bay's benefits and values.

8117 W. Manchester Ave. #750  
Playa Del Rey, CA 90293  
(888) 301. 2527  
santamonicabay.org



### **3. Compensation**

Contractor shall be compensated for all services to be rendered under this Agreement for the firm fixed price of \$336,250.00. Within the limits of said maximum sum, Contractor shall be compensated pursuant to the budget set forth in the attached Exhibit D.

### **4. Method of Payment**

Contractor shall submit a request for disbursement, which shall be submitted no more frequently than monthly but no less frequently than quarterly, for payment per Exhibit D. In its final request for disbursement, Contractor shall itemize all services performed and the names of Contractor's personnel who worked under this Agreement. TBF shall review Contractor's invoices and approve or disapprove them for payment and complete requests for disbursement in the format required for reimbursement to TBF by funding source.

It is expressly understood and agreed that in no event will the total compensation for the services and reimbursement for allowable expenses under this Agreement, if any, exceed the maximum sum of \$336,270.00.

Invoices shall be sent electronically to: [abasmajian@santamonicabay.org](mailto:abasmajian@santamonicabay.org) or via mail to:

The Bay Foundation  
8117 W. Manchester Ave #750  
Playa Del Rey, CA 90293

Payment shall be by check, payable to the Contractor and mailed to:

BEACON  
Ventura County Government Center  
Ventura County Auditor-Controller  
Attn: Donna Gompert  
800 South Victoria Ave  
Ventura, CA 93001

### **Hold Harmless**

Contractor shall hold harmless, defend at its own expense, and indemnify TBF, its officers, directors, agents, employees, and their respective successors against any and all liability, claims, causes of action, demands, losses, damages, or expenses, including attorneys' fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement.

TBF shall hold harmless, defend at its own expense, and indemnify Contractor, its officers, directors, agents, employees, and their respective successors against any and all liability, claims, causes of action, demands, losses, damages, or expenses, including attorneys' fees, arising from all acts or omissions of TBF or its officers, agents, or employees in rendering services under this Agreement.

### **5. Changes**

- a. TBF may at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Contractor's cost or time required to perform any services under this Agreement, whether or not changed by any order, TBF and Contractor shall agree to



make an equitable adjustment and modify this Agreement in writing. The Contractor must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives TBF's notification of change, unless TBF grants additional time before the date of final payment.

- b. No services for which the Contractor will charge an additional compensation shall be furnished without the written authorization of TBF.

## **6. Stop Work Notice**

Immediately upon receipt of a written notice from the Contract Manager to stop work, the Contractor shall cease all work under this Agreement.

## **7. Termination**

This Agreement may be terminated in whole or in part in writing by either party in the event the other party fails to substantially perform its obligations under this Agreement through no fault of the terminating party. No termination under this paragraph shall be effective unless the non-terminating party is given: (1) not less than fifteen (15) calendar days written Notice of intent to terminate, and (2) prior to termination, an opportunity for consultation with the terminating party within ten (10) calendar days from the date such written termination Notice is mailed. In such event, all finished or unfinished documents, work product, and other materials associated with Contractor's performance under this Agreement shall be governed by Paragraph 24 herein.

## **8. Remedies**

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between TBF and Contractor arising out of, or relating to, this Agreement or breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

## **9. Audit: Access to Records**

Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on Federally- or State-funded work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, 40 CFR Part 30, and according to the guidelines of the State of California Controller's Office and the State Auditor General's Office and any of their authorized representatives in effect on the date of execution of this Agreement. Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR Part 33.502 submitted to TBF. The U.S. EPA, the State of California, the Comptroller General of the United States, the U.S. Dept. of Labor, TBF, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. Contractor will provide proper facilities for such access and inspection. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing audit agencies. Contractor agrees to disclose all information and reports resulting from access to these records. Records shall be maintained by Contractor during performance on Federally- and State-assisted work under this Agreement and for the time periods specified in 40 CFR Part 30. In addition, those records which relate to any controversy arising under a Federal or State assistance agreement, litigation, the settlement of claims arising out of such performance or



to costs of items to which an audit exception has been taken, shall be maintained by Contractor for the time periods specified in 40 CFR Part 30, 50 CFR Part 85 and for up to three (3) years after the termination of this Agreement. Access to records is not limited to the required retention periods. The authorized representatives designated in this clause shall have access to records at any reasonable time for as long as the records are maintained. This right of access clause applies to financial records pertaining to all agreement change orders made to this Agreement: a) To the extent the records pertain directly to agreement performance; b) If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or c) If the Agreement is terminated for default or for convenience.

**a. Responsibility of Contractor**

1. Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports, presentations, designs, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its reports, presentations, designs, and other services.
2. Editorial Review: All published materials, including printed, audio, or video materials delivered or specified to be delivered under this Grant Award, must be reviewed by TBF before printing or production. Failure to provide TBF with the opportunity to conduct an editorial review may result in non-payment for that part of the project.

**b. Release of Claims**

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, Contractor shall execute and deliver to TBF a release of all claims against TBF arising under, or by virtue of, this Agreement, except claims which are specifically exempted by Contractor and agreed to by TBF to be set forth therein. Unless otherwise provided in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of TBF's claims against Contractor or its sureties under this Agreement or applicable performance and payment bonds.

**c. Contractor Conflict of Interest**

Contractor covenants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any manner or degree with Contractor's performance of services as required under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any interest shall be employed by it.

**d. Rights in Data**

1. The term "Subject Data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Grant Award. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item



identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Grant Award administration, nor does it refer to materials and articles prepared by others which have been assembled for the purposes of this Grant Award.

2. All Subject Data first produced in the performance of this Agreement and funded by the U.S. Government shall be the sole property of the U.S. Government. TBF and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use and for educational purposes, Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without review by TBF until such time as TBF may have released such data to the public.
3. All other Subject Data and other work product first produced or generated in the performance of this Agreement and not funded by the U.S. Government shall be the sole property of TBF.
  - a. TBF and Contractor agree to grant and do hereby grant to the U.S. Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world:
    - i. To publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this Grant Award but which is incorporated in the work furnished under this Grant Award; and
    - ii. To authorize others so to do.
  - b. TBF and Contractor shall indemnify and save and hold harmless the U.S. Government, its officers agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by TBF and Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Grant Award.
  - c. Nothing contained in this clause shall imply a license to the U.S. Government under any patent or be construed as affecting the scope of any license or other right otherwise granted under any patent.
  - d. Paragraphs (d) and (e) above are not applicable to material furnished to TBF or Contractor by the U.S. Government and incorporated in the work furnished under the Grant Award provided that such incorporated material is identified by TBF or Contractor at the time of delivery of such work.

## **10. Confidential Information**

Any reports, information, data, etc. either given to, or prepared for or by Contractor in performance of this project, and which is properly marked as "Confidential" shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of TBF. Confidentially marked material will be mutually



agreed to by Contractor and TBF. The parties agree that this Agreement and any invoices are not subject to confidentiality and may freely be shared and posted online in accordance with, but not limited to, the California Public Records Act and the California Brown Act.

#### **11. Return of Unused Funds**

The term "Advance" as used herein means any prepayment or deposit made to Contractor for services yet to be performed under this Agreement. The term "Unused Funds" means any and all Advances that have not yet been expended or used by Contractor in performing services under this Agreement. In the event this Agreement is terminated under Paragraph 7 herein, Contractor shall return to TBF any and all Unused Funds within thirty (30) calendar days of such termination. Contractor shall be liable for interest on all Unused Funds retained thereafter, which shall accrue at the maximum rate of interest permitted under California law at the time of termination.

#### **12. Work Product**

Any and all Subject Data and other work product produced or generated under this Agreement shall be immediately turned over to TBF, in its original form and all copies thereof, upon demand by TBF.

#### **13. Extension of Time**

The granting of or acceptance of time extensions to complete performance by Contractor will not operate as a release to Contractor or to otherwise modify the terms and conditions of this Agreement.

#### **14. Conservation**

Contractor shall recognize and abide by the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.)

#### **15. Notices**

Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing, shall be personally delivered or mailed by certified mail, return receipt requested, addressed to the respective parties' Grant Award managers as follows:

TBF:                      Attn: Heather Burdick, Director of Programs  
                                 The Bay Foundation  
                                 8117 W Manchester Ave #750  
                                 Playa Del Rey, CA 90293

Additional Contact information of Contractor:  
                                 hburdick@santamonicabay.org  
                                 Office: 888/301-2527  
                                 Fax: 626/249-5401

Contractor:            BEACON  
                                 105 E, Anapamu Street, Suite 201  
                                 Santa Barbara, CA. 93103

Additional Contact information:  
Marc Beyeler, Executive Director, beyeler@beacon.ca.gov





## **16. Assignment/Subcontracting**

Neither party will assign, transfer, hypothecate, or pledge without prior written consent of the other party.

## **17. Amendment**

This Agreement may be amended at any time, but only by a writing signed by both parties.

## **18. Time of the Essence**

Time is of the essence in this Agreement.

## **19. Waiver**

The waiver by TBF of a breach by Contractor of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of a different provision of this Agreement.

## **20. Entire Agreement**

This Agreement is entire as to all of the performance to be rendered under it. It supersedes any and all other agreements, either oral or in writing, between TBF and Contractor with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matters. TBF and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

## **21. Controlling Law**

This Agreement and all matters relating to it shall be governed by the laws of the State of California.

## **22. [Reserved]**

## **23. Non-discrimination Clause**

During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including HIV and AIDS), cancer related medical condition, age, or marital status. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employees and applicants for employment are free from such discrimination and harassment.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as it set



forth in full. Contractor shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other Agreement.

#### **24. Grant Conditions**

- a. All publications, articles, and brochures developed as part of this Agreement shall be approved in writing by TBF prior to printing, issuance, or publication.
- b. All publications, external reports, or public electronic media created under this Agreement for disbursement to or consumption by the public shall be provided to TBF fully compliant with the Americans with Disabilities Act.

IN WITNESS WHEREOF, the parties have executed this Agreement.

#### **CONTRACTOR:**

By: Vianey Lopez

Title: Chair, Board of Directors

Tax Identification Number: 770557953

Telephone Number: 510-316-6095

Dated: \_\_\_\_\_

#### **THE SANTA MONICA BAY RESTORATION FOUNDATION (TBF):**

\_\_\_\_\_  
Tom Ford  
Chief Executive Officer,  
The Santa Monica Bay Restoration Foundation DBA The Bay Foundation

Dated: \_\_\_\_\_



**EXHIBIT A**  
**Scope of Work**  
**Santa Monica Bay/LA County Cell Phone Data Project**

**Tasks:**

**1. Contract Management/Project Management**

**1a. Contract Management**

The Bay Foundation and Beacon will jointly and cooperatively manage all the contract requirements.

**1b. Project Management**

Beacon staff will manage day to day contract and project tasks, including coordinating the work of all project subcontractors, and the timely submittal of project invoices and project progress reports. Beacon will complete these tasks in close collaboration with staff of The Bay Foundation, and with all subcontractors.

**Leads: TBF, Beacon**

**2. Data Needs, Data Specifications, and Data Acquisition**

**2a. Beach User Data Needs**

- Identify all coastal access points for research project.
- Digitize geography (draw) for each coastal access Point of Interest (POIs)
- Establish/Draw Polygons in geographic information system (GIS).

**2b. Finalize Data Specifications**

Identify and finalize all data specifications, including frequency (hourly, daily, weekly, monthly), extent of coverage (single year-2023 to multi-year time series (2017-2023). Define metadata and quality assurance (QA) information needs from data provider.

**2c. Data Acquisition**

Acquire vendor cell phone location data for a representative sample of coastal points up to all coastal access locations within Los Angeles County, inclusive of all Santa Monica Bay locations, from the Ventura County line in the north to Cabrillo Beach to the south in a single year (2023) through a multiple year time series. The Data will identify non-resident beach visitors to discrete beach access locations in Los Angeles and Ventura Counties, (Cabrillo Beach in the south to Point Magu in the north).

**Leads: TBF, Beacon, ORD-USEPA, CSUCI**

**3. Quality Control**

**3a QA/QC Plan**

Prepare Quality Assurance (QA) / Quality Control (QC) plan detailing all accuracy and data quality controls, including data sourcing, data manipulation, data validation.

**3b. Data Receipt/entry/correction**

Organize data receipt and data entry protocols.

**3c. Data Quality Control**



Receive and review data files. Create shared read only as well as an editable cloud storage for data and created products. Integrate data files into cloud-based platform for coding, storage and retrieval. Create GitHub site for project management, collaborative scripting and processing.

**Leads: Beacon, ORD-USEPA, CSUCI**

#### **4. Data Methods**

##### **4a Review Data Methods Options**

Undertake review of data source files, and a review of options for analyzing and displaying data results. Define desired data summary endpoints and create workflow to achieved them.

##### **4b. Identify Project and Code Management Platform**

Identify and Select a collaborative project and code management platform to work in GitHub.

#### **5. Data Products & Production**

##### **5a. Review of Data Products**

Undertake review of data products. Conduct review of data product options and a review of options for analyzing and displaying data results.

##### **5b. Sample Data Products**

Review results with larger team and project partners.

Produce sample/pilot demonstration data display products.

##### **5c. Conduct Example Data Analysis**

Undertake review of a range of analysis operations and review results with larger team and project partners. Finalize data operations.

**Leads: ORD-USEPA, CSUCI, Point Blue, Beacon**

#### **6. Dashboard and Data Depot**

##### **6a. Information Management Options**

Identify available options for developing interactive computer information storage and display tools, i.e., dashboard(s), one stop information referral station, storage and retrieval site.

##### **6b. Produce Information Management Framework**

Develop implementation framework and structure and operating plan. Review results with larger team and project partners.

##### **6c. Develop Dashboard-Data Depot Example**

Prepare example(s).

#### **7. Project Report**

**Prepare Final Project Report**



## **EXHIBIT B Insurance Requirements**

### **Coverage Requirement**

#### **A. Workers Compensation Coverage**

If Contractor employs any person to perform work in conjunction with this Agreement, Contractor shall obtain Workers Compensation Insurance Coverage for all its employees, as necessary, to comply with the laws of the State of California.

#### **B. Automobile-General Liability**

If Contractor operates any vehicles in performing services under, or in connection with this Agreement, Contractor shall obtain Automobile-General Liability Insurance for bodily injury/property damage with limits not less than One-Hundred-Thousand Dollars (\$100,000) per occurrence.

#### **C. Errors and Omissions**

If Contractor performs any services under or in connection with this Agreement requiring it to hold a license or permit in any one or more of the fields of accounting, architecture, engineering, law or medicine in connection with the Agreement, Contractor shall obtain Errors and Omissions Insurance, on an occurrence basis, in an amount not less than One-Million Dollars (\$1,000,000) per occurrence.

#### **D. Commercial General Liability**

The TBF requires all Contractors, subcontractors, and organizations with which TBF coordinates or to which funds are distributed for programs, projects, events, products, or other deliverables to obtain Commercial General Liability (CGL). If the TBF requires CGL insurance, the TBF requires naming the Santa Monica Bay Restoration Foundation as an additional insured with a limit of not less than One Million Dollars (\$1,000,000).

### **Evidence of Coverage**

All of the policies referenced herein shall be in a form and by insurance companies acceptable to TBF. The Santa Monica Bay Restoration Foundation must be named as an Additional Insured. Contractor shall pay premiums for such insurance. Contractor shall deliver such policies, or certified copies to TBF. Contractor shall give thirty (30) days' prior written Notice to TBF before such insurance is altered or canceled. All insurance referenced above shall be primary.



**EXHIBIT C**  
**Schedule of Deliverables**

<b>Task/Deliverable</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
1 Contract Management Project Management	Quarterly: Invoices Progress Reports	Quarterly: Invoices Progress Reports	Quarterly: Invoices Progress Reports
2 SMB/LACo. Beach User Data Needs Data Specs and Acq.	Start-3 <sup>rd</sup> Q up to 50%	Finish 1 <sup>st</sup> Q up to 50%	
3 Data Methods, Procedures, Receipt, Coding, Storage; Data Calibration & QC	Data Methods Complete 4 <sup>th</sup> Q QA&QC Plan	Continue to 4 <sup>th</sup> Q 2025	Finish 4 <sup>th</sup> Q 2025
4 Data Products & Production; GIS & Viz	Initial Acq. Status	Annual Status 1 <sup>st</sup> Quarter 2024	Annual Status 4 <sup>th</sup> Quarter 2025
5 Dashboard/Data Depot Development		Start Analysis 1 <sup>st</sup> Quarter 2024	Complete Analysis 4 <sup>th</sup> Quarter 2025
6 Final Project Report			4 <sup>th</sup> Quarter 2025



**EXHIBIT D  
Budget**

**Organization/Partner: Beacon**

**PROJECT NAME: Coastal Access and Beach Visitor User Data Study**

<b>SALARIES</b>	<b>Hours</b>	<b>Rate</b>		<b>Total</b>
TBF/SMBAY Grant Management/ Program Management				30,000.00
Total Salaries				30,000.00

<b>SUPPLIES</b>	<b>Units</b>	<b>Rate</b>		<b>Total</b>
Total Supplies				\$

<b>EQUIPMENT</b> (Individual items over \$5,000)	<b>Units</b>	<b>Rate</b>		<b>Total</b>
Total Equipment				\$0.00

<b>TRAVEL</b>	<b>Miles</b>	<b>Rate</b>		<b>Total</b>
		\$ 0.625		\$
Total Travel				\$

<b>CONTRACTOR</b>	<b>Units</b>	<b>Rate</b>		<b>Total</b>
Beacon. Project manager			\$ 96,250.00	
Subcontractors				
CSUCI			\$ 40,000.00	
Point Blue			\$ 25,000.00	
AirSage (Data)			\$175,000.00	
Subtotal All Contractors/Subcontractors			\$336,250.00	\$336,250.00
<b>Contractor Total</b>				<b>\$336,250.00</b>

Subtotal				\$366,250.00
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<b>INDIRECT COSTS-TBF</b>				
Total Indirect				\$ 33,750.00

<b>Project Total</b>				<b>\$400,000.00</b>
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A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

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P.O. Box 99  
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Office@Beacon.ca.gov

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

**STAFF REPORT**

**Meeting Date: July 14, 2023**  
**Agenda Item: 6**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: July 7, 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 September 2023 Meeting Agenda:**

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