



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

Email:
Staff@Beacon.ca.gov

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

MEETING NOTICE

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)

March 15, 2024

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

DATE: March 15, 2024

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**

**700 Constitution Ave., NW
Washington, DC 20002**

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

**Oxnard City Council
Chambers (2nd Street parking
lot entrance)
305 W 3rd Street
Oxnard, CA 93030**

BEACON currently provides in-person public participation as well as alternative participation until further notice. The following alternative methods of participation are available to the public:

1. You may observe the live meeting of the Board of Directors via Zoom Meeting:
<https://us02web.zoom.us/j/89992852566?pwd=dit1TjJrY01qekV5L21aZ2FiVHVQUT09>

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: [899 9285 2566](tel:89992852566) and
Passcode: [406441](tel:406441)
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, March 13, 2024, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Wednesday, March 13, 2024. 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, March 13, 2024, 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 Board Meeting held on January 26, 2024 (Exhibit I).



2. Public Comment and Other Matters not on the Agenda

3. BEACON Budget Actions and Financial Reports

Recommended Actions:

- i. Adopt an increase to voting member assessments (membership dues) by 3% for Fiscal Year 2024-2025 to provide an additional \$10,080 in revenue. (Exhibit I) ***(Requires unanimous approval (10/10 vote)***; and
- ii. Upon approval of member assessments, review and provide direction for the Recommended Fiscal Year 2024-2025 Budget (Exhibit II) with Final Budget Approval to be Presented at May 2024 BEACON Board Meeting.

4. Presentation- 2023 Science Advisory Committee (SAC) Activities Presentation

Receive a presentation from BEACON Science Advisory Committee (SAC) Co-Chairs on 2023 Activities and Looking Forward to 2024.

- Dr. Kiki Patsch, California State University Channel Islands (CSUCI)
- Dr. Doug George, California Shore and Beach Preservation Association (CSBPA)

5. Projects – No Updates

6. BEACON Organization and Program

A. Board Member Reports

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

B. BEACON Contracts and Agreements

Recommended Actions:

- i. Approve and authorize payment of an invoice to the California State University Channel Islands (CSUCI) in the amount of \$2,173.56 to initiate review of a coastal research center.
- ii. Approve and authorize the Chair to execute an Agreement with Integral Consulting to assist BEACON in completing a report on options for integrating Regional Sediment Management and Sea-Level Rise (SLR) Adaptation with a period of performance from March 15, 2024, to December 31, 2024, in an amount not to exceed \$50,000.

7. Closed Session

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

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

Employee: Executive Director.

Agency-designated representatives: Chair Lopez and Counsel McKenzie.



8. Executive Director's Report and Communications

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

Upcoming May 2024 Meeting Agenda:

- i. Approve Beacon Budget for Fiscal Year 2024-2025
- ii. Approve professional and technical specialists and agency services agreements.

9. 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

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: March 15, 2024
Agenda Item: 1B-C

To: BEACON Board of Directors
From: Executive Director
Date: March 8, 2024

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 January 26, 2024. (Exhibit I).

ITEM 1C

EXHIBIT I

Minutes from January 26, 2024, Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 26, 2024

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions – Chair, Vianey Lopez
Minutes/ Actions:	Directors Present: <ul style="list-style-type: none"> • Vianey Lopez (County of Ventura) • Matt LaVere (County of Ventura) • Das Williams (County of Santa Barbara) • Laura Capps (County of Santa Barbara) REMOTE • James Kyriaco (City of Goleta) – Alternate • Eric Friedman (City of Santa Barbara) • Al Clark (City of Carpinteria) - Alternate • Gabe Teran, (City of Oxnard) • Steven Gama (City of Port Hueneme) Directors Not Present: <ul style="list-style-type: none"> • Kyle Richards (City of Goleta) • Monica Solórzano (City of Carpinteria) • Doug Halter (City of Ventura) 	
Item	1B - C	Approval of Administrative Items B. Approval of Agenda and Filing of Certificate of Agenda Posting. C. Consideration and Approval of Minutes of the BEACON Meeting held on December 8, 2023.
Minutes/ Actions:	Board Members Comments: <ul style="list-style-type: none"> • None. Public Comments: <ul style="list-style-type: none"> • None. <p>The Administrative Agenda was approved unanimously by the Board. Moved by Gama / Second by Friedman.</p>	
Item	2	Public Comment and Other Matters not on the Agenda
Minutes/ Actions:	Receive public comments. Board Members Comments: <ul style="list-style-type: none"> • None. Public Comments: <ul style="list-style-type: none"> • None. 	
Item	3	Presentation- 2023 Coastal Storm Damage Presentations
Minutes/ Actions:	Receive presentations from BEACON Member Agencies on Coastal Storm Damage in 2023 from a series of storms in January and December, including pre-storm planning, storm damage and responses, and community recovery initiatives. Executive Director Beyeler indicated that BEACON staff had lined up eleven presentations on the coastal damage from the 2023 storms, from entities within the BEACON jurisdiction.	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 26, 2024

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

The presenting entities will be as follows:

1. City of Port Hueneme – by Michael Frederico.
2. Port of Hueneme – By Kristin Degas.
3. City of Oxnard – By Michael Wolfe.
4. Channel Islands Harbor – By Michael Tripp.
5. Ventura County – By Dave Fleisch.
6. City of Carpinteria – By Erin Maker.
7. City of Ventura – By Bill Ayub.
8. City of Santa Barbara Waterfront Department – By Brian Adair.
9. City of Goleta – By Michael Baris.
10. Santa Barbara County – By Kelly Hubbard.
11. Ventura Harbor – By John Higgins.

All presentations will be posted on the BEACON website.

1. City of Port Hueneme – by Michael Frederico.

Board Members Comments:

- Director Williams asked that, if the same extent of damage occurred in 2024, without FEMA assistance would the City of Port Hueneme be able to address the damage.
- Mr. Frederico indicated it is unlikely that the City would be able to afford the response required.
- Director Gama indicated that the storm resulted in 6-inches of standing water at his port side work facility during the high-tide. When the tide went down so did the flood waters.

2. Port of Hueneme – By Kristin Degas.

Board Members Comments:

- None.

3. City of Oxnard – By Michael Wolfe.

Board Members Comments:

- Director Williams asked, that if the same extent of damage occurred in 2024, without FEMA assistance, would the City of Oxnard be able to address the damage.
- Mr. Wolfe responded that it would be unlikely – there would only be a minimum amount of budget available from Public Works.
- Kristin Degas added that for the Port work, we tripped the State funding threshold of \$30M but not the Federal threshold of \$70M.
- Director Lopez stated that these storms and the likely accompanying damage, are clearly no longer one-off events. We have already experienced two major storms in 2024.
- Director Teran thanked Mr. Wolfe for the presentation. He indicated that for the record,

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 26, 2024

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

the storms of 2023 greatly impacted neighborhoods in terms of flooding. Middle class and disadvantaged neighborhoods were impacted. For some, cars were damaged in the storms and because the damage could not be covered by car insurance, the families were without transportation, in turn creating massive logic and financial challenges. With climate change, if this is going to be the new norm, Director Teran indicated that we need to look globally and regionally for resiliency protocols.

4. Channel Islands Harbor – By Michael Tripp.

Board Members Comments:

- None.

5. Ventura County – By Dave Fleisch.

Board Members Comments:

- None.

6. City of Carpinteria – By Erin Maker.

Board Members Comments:

- None.

7. City of Ventura – By Bill Ayub.

Board Members Comments:

- None.

8. City of Santa Barbara Waterfront Department – By Brian Adair.

Board Members Comments:

- None.

9. City of Goleta – By Michael Baris.

Board Members Comments:

- None.

10. Santa Barbara County – By Kelly Hubbard.

Board Members Comments:

- Director Williams indicated that messaging is critical in terms of storm warnings. He indicated that it was important to not order businesses to shut down causing employees to commute home on a flooded freeway.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 26, 2024

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

	<ul style="list-style-type: none"> Director Kyriaco expressed his appreciation of all the presentations and for the efforts by the SB County for Goleta Beach. Director Friedman thanked all the presenters. He asked if it was the US Army Corps of Engineers responsibility for the repair of eroded river and does it also cover creeks and what is the responsibility for rivers/creeks that have changed course due to extreme storms. Andrew Raaf from SB County Flood Control responded that the US Army Corps of Engineers is responsible for both rivers and creeks. If a creek has changed course due to a storm, then the Corps gives the local jurisdiction one year to develop plans to restore the creek to its original alignment and then one more year to perform the restoration. If these timelines are not met, then the new creek course becomes the official federal waters boundary. Director Capps thanked all the presenters. She indicated that only 14% of the community is signed up to the SB County website readysbc.org, which provides a continuous update and warnings on storms. We need to improve on this participation percentage. Executive Director Beyeler requested that BEACON be brought into the conversation re/ beach closures during storms. <p>11. <u>Ventura Harbor – By Higgins</u></p> <ul style="list-style-type: none"> Director Lopez thanks all presenters. <p>Public Comments:</p> <ul style="list-style-type: none"> None.
--	--

Item	5A	BEACON Organization and Program - Board Members Reports.
Minutes/ Actions:	<ul style="list-style-type: none"> Director Friedman reported that OPC had issued updated SLR projections/guidelines, which are more onerous than previous. If any board members have comments on these, please send them to Director Friedman and he will share at the next League of City meeting. 	

Item	5B	BEACON Budget Actions and Financial Reports Recommended Action: Receive and file the Fiscal Year 2023-2024 Budget-to-Actual report for the year-to-date period ending November 30, 2023 (Exhibit I) (Requires 6/10).
Minutes/ Actions:	<p>Chair Lopez presented this item along with Items 1B and 1C.</p> <p>Board Member Comments:</p> <ul style="list-style-type: none"> None. <p>Public Comments:</p> <ul style="list-style-type: none"> None. <p>The Board unanimously approved the recommended action. Moved by Gama / Second</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, January 26, 2024

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

	by Friedman.
--	--------------

Item	6	Executive Director's Report and Communications
Minutes/ Actions:	The Executive Director indicated that in the interests of time, he would only raise one item, which was that the 2023 FORM 700's are due from Board Members to BEACON by April 1, 2024. Staff will be sending out a reminder with a link to the form.	

The next Board Meeting will be held on March 15, 2024, 9:00 AM, at the City of Carpinteria City Council Chambers.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.



A California Joint Powers Agency

Member Agencies

Monica Solorzano
City of Carpinteria

Kyle Richards, Vice-Chair
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Laura Capps
Das Williams
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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: March 15, 2024

Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: March 8, 2024

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



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

Email:
Staff@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: March 15, 2024
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date: March 8, 2024

Subject: BEACON Budget Actions and Financial Reports

RECOMMENDED ACTIONS:

- i. Adopt an increase to voting member assessments (membership dues) by 3% for Fiscal Year 2024-2025 to provide an additional \$10,080 in revenue. (Exhibit I) (*Requires unanimous approval (10/10 vote)*); and
- ii. Upon approval of member assessments, review and provide direction for the Recommended Fiscal Year 2024-2025 Budget (Exhibit II) with Final Budget Approval to be Presented at May 2024 BEACON Board Meeting.

DISCUSSION:

Recommendation i:

For the proposed fiscal year 2024-25 Budget, staff recommends a limited increase in dues based on the Cost of Living (COL) documented for calendar year 2023. For the current Fiscal Year 2023-24, the Board approved a 5.1% Cost of Living (COL) increase for the budget year. For the proposed FY 2024-25 budget, staff is again requesting limiting any increase in dues to COL, in this case 3%, which is the COL figure used by BEACON's fiscal agent, Ventura County. The County's COL figure is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services (Exhibit II). This increase will provide BEACON with an additional \$10,080 in revenue. Approval of a member dues increase requires unanimous approval of the Board (10/10).

Recommendation ii:

The Recommended Budget for FY 2024-25 includes a total operations budget of \$360,427. The operational expenses for this year include costs associated with budgeting for necessary professional services to BEACON, including BEACON's continuing professional staff, its agreements with Ventura County and with Santa Barbara County for fiscal and legal services, the annual Agreement with California State University Channel Islands, and funding for Science Support services. The proposed budget for the coming year also includes limited funds to support 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.

Many services required by BEACON are increasing including insurance costs, project technical, and professional consulting fees. Nonetheless, planned annual operating expenditures do not exceed annual operating revenues, retaining the BEACON fund balance at current levels. Final Budget approval will be presented to the Board at the May Board Meeting.

Exhibits:

- I. BEACON Proposed Membership Dues FY 2024-25, CPI COL Figures.
- II. BEACON Proposed Budget for FY 2024-25.

ITEM 3

EXHIBIT I REVISED

BEACON Proposed Membership Dues FY 2024-25, CPI COL Figures

Fiscal Year 2024-2025

BEACON Proposed Membership Dues

Entity	Fiscal Year 2021-22	Board Approved Increase 5.10%	Fiscal Year 2022-23	CPI Increase 5.10%	Fiscal Year 2023-2024	CPI Increase 3.00%	Proposed Fiscal Year 2024-205
County of Ventura	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 2,717.00	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00
County of Santa Barb:	50,690.00	\$ 2,585.00	53,275.00	\$ 2,717.00	55,992.00	\$ 1,680.00	57,672.00
City of Santa Barbara	42,243.00	\$ 2,154.00	44,397.00	\$ 2,264.00	46,661.00	\$ 1,400.00	48,061.00
City of Oxnard	42,243.00	\$ 2,154.00	44,397.00	\$ 2,264.00	46,661.00	\$ 1,400.00	48,061.00
City of Buenaventura	42,243.00	\$ 2,154.00	44,397.00	\$ 2,264.00	46,661.00	\$ 1,400.00	48,061.00
City of Carpinteria	25,350.00	\$ 1,293.00	26,643.00	\$ 1,359.00	28,002.00	\$ 840.00	28,842.00
City of Port Hueneme	25,350.00	\$ 1,293.00	26,643.00	\$ 1,359.00	28,002.00	\$ 840.00	28,842.00
City of Goleta	25,350.00	\$ 1,293.00	26,643.00	\$ 1,359.00	28,002.00	\$ 840.00	28,842.00
	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 16,303.00	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00

Bureau of Labor Statistics

Consumer Price Index 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: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
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
2023	5.8	5.1	3.7	3.8	3.2	2.5	2.7	3.3	3.2	2.4	2.8	3.5	3.5	4.0	3.0

Source: Bureau of Labor Statistics

Generated on: January 19, 2024 (05:32:40 PM)

ITEM 3

EXHIBIT II

BEACON Proposed Budget for FY 2024-25

BEACON PROPOSED BUDGET FOR FY 2024-25

Fund 0025		Division/ Unit Code	Account Code	FY 21-22 Actual-Audited Financials	FY 2022-23 Actual-Unaudited Financials	FY2023-24 Adjusted Budget	FY 2023-24 Estimated Actual	FY 2024-25 Proposed Budget Option 1 3%
FINANCING SOURCES								3% CPI - Dues Increase
Fund Balance								
Appropriation of Fund Balance				-			-	10,773
Revenue								
Operating Revenue:								
Investment Income	5665	8911		(2,579)	10,483	4,530	14,374	14,374
Membership Dues	5665	9371		304,159	319,670	335,973	335,973	346,053
Contributions and Donations	5665	9770			2,906		-	-
Miscellaneous Revenue	5665	9790			29		-	-
Subtotal - Operating Revenue:				301,580	333,088	340,503	350,347	360,427
Grant and Project Revenue:								
Grant Funding (OPC Grant for Debris Basin Modification Project)	5668	9252		(4,284)	7,585		-	-
Grant Funding (OPC grant- RSM/SLR Adaptation)	5668	9252		79,154	169,489	199,101		-
Coastal Commission Mitigation Fees-RCAM	5668	9252			43,452	431,548		
Surfer's Point	5668	9252		123,620				
The Bay Foundation-Coastal Access & Beach Visitor Data	5668	9252				336,250		
Subtotal - Grant and Project Revenue:				198,490	220,526	966,899	-	-
Total - Revenue:				500,070	553,614	1,307,402	350,347	360,427
TOTAL FINANCING SOURCES				500,070	553,614	1,307,402	350,347	371,200
EXPENDITURES								
Operating Expenses (Overhead):								
Communication & Outreach	5665	2031		-		10,000	10,000	11,100
Insurance	5665	2072		4,715	5,023	5,500	5,500	6,000
Memberships and Dues	5665	2131		850	688	2,000	2,000	1,100
Miscellaneous Expense	5665	2159		690	3,370	5,003	5,000	12,000
Technical Services	5665	2183		98,470	116,056	95,001	95,001	110,000
Attorney Services	5665	2185		10,850	12,804	15,000	15,000	15,000
Other Professional & Specialized Services	5665	2199		150,906	133,601	207,500	207,500	190,500
Education Conference and Seminars - (Registration fees for conferences)	5665	2273		1,350	3,340	14,000	14,000	10,000
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292			1,285	6,500	6,500	3,500
Subtotal - Operating Expenses:				267,830	276,167	360,504	360,501	359,200
Grant Funding Expenditures:								
Grant - OPC (Debris Basin Removal Proj.)	5668	2183		2,610				
Grant - OPC (Surfer's Point Proj.)	5668	2183		98,231				
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199				96,250	-	-
Engineering and Technical Surveys - CABV-SMBR	5668	2183				240,000	-	-
The Bay Foundation-Coastal Access & Beach Visitor Data -CABV				-		336,250	-	-
Engineering and Technical Surveys - CCMF-RCAM-Cooperative City of Santa Barbara	5668	2183			27,452	59,000		-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199			16,000	372,548		
California Coastal Commission-Cooperative City of Santa Barbara				-	43,452	431,548	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199		19,750	26,000	16,000		
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183		115,594	114,868	95,320		
OPC Grant - RSM/SLR Adaptation:				135,344	140,868	111,320	-	-
Subtotal - Grant Funding Expenditures:				236,185	184,320	879,118	-	-
Contingencies:								
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101						12,000
Subtotal - Contingencies:				-	-	-	-	12,000
TOTAL EXPENDITURES				504,015	460,487	1,239,622	360,501	371,200
Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]				(3,945)	93,127	67,780	(10,154)	-
Fund 0025 - Beginning Fund Balance				\$ 220,069	\$ 216,124			-
Fund 0025 - Ending Fund Balance				\$ 216,124	\$ 309,251			-



A California Joint Powers Agency

Member Agencies

Monica Solorzano
City of Carpinteria

Kyle Richards, Vice-Chair
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Laura Capps
Das Williams
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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

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

Email:
Staff@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: Mach 15, 2024
Agenda Item: 4

To: BEACON Board of Directors
From: Marc Beyeler, BEACON Executive Director
Date: March 8, 2024

Subject: Presentation: Science Advisory Committee (SAC)
Update on Activities

REQUESTED ACTION:

Receive a presentation from BEACON Science Advisory Committee (SAC) Co-Chairs on 2023 Activities and Looking Forward to 2024.

- Dr. Kiki Patsch, California State University Channel Islands (CSUCI)
- Dr. Doug George, California Shore and Beach Preservation Association (CSBPA)

DISCUSSION:

The BEACON Science Advisory Committee (SAC) is an important part of the structure of BEACON science support and decision-making. BEACON has consulted, employed, and supported the best scientists and sought to help develop the Best Available Science (BAS) in its projects. BEACON executive and program staff assist the SAC members in their activities. 2023 is the third full year of the SAC and one focused on addressing priority data and information needs and implementing projects to fill those data needs.

Co-Chairs Patsch and George will review several important areas that the SAC was active in and achieved several project and program milestones.



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: March 15, 2024

Agenda Item: 6A

To: BEACON Board of Directors
From: Executive Director
Date: March 8, 2024

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

Eric Friedman
City of Santa Barbara

Laura Capps
Das Williams
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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

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

Email:
Staff@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: March 15, 2024

Agenda Item: 6B

To: BEACON Board of Directors
From: Executive Director
Date: March 8, 2024

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

- i. Approve and authorize payment of an invoice to the California State University Channel Islands (CSUCI) in the amount of \$2,173.56 for services provided to initiate review of a coastal research center (Attachment 1); and
- ii. Approve and authorize the Chair to execute an Agreement with Integral Consulting to provide funds to complete a study of options for integrating Regional Sediment Management and Sea-Level Rise Adaptation with a period of performance from March 15, 2024 through December 31, 2024 in an amount not to exceed \$50,000 (Attachment 1).

DISCUSSION:

In 2022 the BEACON Board approved an agreement with CSUCI to provide limited funds to undertake analysis of options for establishing a coastal research center. These efforts began in 2023 and continue in 2024. The University used the BEACON funds to successfully complete the initial process steps in the University review of Organized Research Units (ORUs). The attached invoice is the final invoice for the project that was processed by BEACON within the budget authorization period which has expired. Staff is recommending the Board approve payment of the invoice.

BEACON receives various grant funds to undertake research and to support its science activities. The Integral agreement will allow BEACON to complete a study of ways to better integrate Regional Sediment Management and Sea-Level Rise Adaptation efforts at the regional level. The study will include an analysis of the best funding strategies to support these integrated program activities. The study is planned to be completed by the end of 2024.

ITEM 6B

EXHIBIT I

Invoice from California State University Channel Islands (CSUCI)



INVOICE REQUEST FORM

■ CAMPUS FOUNDATION ASI SITE AUTHORITY UGC

ISSUE INVOICE TO:

Name: BEACON
Attention: Marc Beyeler
Address: 105 E. Annapamu St., Ste 201
City, State, Zip Code: Santa Barbara, CA 93101
Header Note:

Expenses through the period of July-Aug 2023

CI ACCOUNTS RECEIVABLE HANDLING INSTRUCTIONS:

ISSUE INVOICE VIA:

☐ Mail
☒ Other
☐ Email

DOCUMENTATION:

☒ Include Attached
☐ Do Not Include Attached

PAYMENT TERMS:

☒ Due Upon Receipt
☐ Net 10 Days (N/10)
☐ Net 30 Days (N/30)
☐ Other Terms

Supporting Documentation must be attached to the request

CHARTFIELDS:

				Amount	
(cr) Unbilled Receivables	103811-Q0425-0-0-0-G0425	Offset: 103813-Q0425-0-0-0-G0425	\$2,536.25	Jul-23	
(cr) Unbilled Receivables	103811-Q0425-0-0-0-G0425	Offset: 103813-Q0425-0-0-0-G0425	(\$362.69)	Aug-23	
Total Request:			\$ 2,173.56		

Requested by: Michelle Hense - Grant Accountant (3143) *Michelle Hense* 9/29/2023

PI Approval: Kiki Patsch *Kiki Patsch* 09/29/2023

Signature Date

Financial Services/Accounting Use:

Customer: New BEACON

Header Note: Expenses through the period of July-Aug 2023

Identifier: Project G0425- Award #-BEACON Ramirez

Description: See attached for exp detail

Line Note:

Invoice Issued:

Issued by: Date:

BEACON Ramirez
through June 2023
Kiki Patsch

RSP #2223.0036

Q0425

Description	Description	Year 2
Consultant service	S. Ferguson (\$400/day x 50 days)	20,000
IDC 25%		5,000
Total		25,000

fund/dept: Q0425 - 303767

FY2223	Jul-23	Aug-23	FY2324	Exp to	
18,261	2,029	(290)	1,739	20,000	0
4,565	507	(73)	435	5,000	0
22,826.25	2,536	(363)	2,174	24,999.81	0.19

Beatriz Ruettgers 09/29/2023

Prepared By: _____ Date

Michelle Hense 9/29/2023
Reviewed By: Michelle Hense Date

Actuals Transactions by
Period
Time run: 9/29/2023 11:33:03
AM

Business Unit	Fiscal	Period	Accounting	Doc ID	Doc Src	Doc Ln Descr	Amount	Account Fdescr	Fund	Dept	Prog	Class	Project
CICMP - CSU Channel Islands	2023	1	07/31/2023	0002189319	MJE - Manual	IDC Calculation	507.25	662001 - F & A Indirect Costs	Q0425 -	303767	---	---	G0425 -
CICMP - CSU Channel Islands	2023	1	07/31/2023	07-AUG-23	HCM - HR	002726621-0 Medi-303767	29.00	603012 - Medicare	Q0425 -	303767	---	---	G0425 -
CICMP - CSU Channel Islands	2023	1	07/31/2023	07-AUG-23	HCM - HR	002726621-0 SpecCon-	2,000.00	601801 - Special Consultants	Q0425 -	303767	---	---	G0425 -
CICMP - CSU Channel Islands	2023	2	08/31/2023	0002205746	MJE - Manual	IDC Calculation	(72.54)	662001 - F & A Indirect Costs	Q0425 -	303767	---	---	G0425 -
CICMP - CSU Channel Islands	2023	2	08/31/2023	31-AUG-23	HCM - HR	002726621-0 - 202306	(2,000.00)	601801 - Special Consultants	Q0425 -	303767	---	---	G0425 -
CICMP - CSU Channel Islands	2023	2	08/31/2023	31-AUG-23	HCM - HR	002726621-0 - 202306	1,714.00	601801 - Special Consultants	Q0425 -	303767	---	---	G0425 -
CICMP - CSU Channel Islands	2023	2	08/31/2023	31-AUG-23	HCM - HR	002726621-0 - 202306	(29.00)	603012 - Medicare	Q0425 -	303767	---	---	G0425 -
CICMP - CSU Channel Islands	2023	2	08/31/2023	31-AUG-23	HCM - HR	002726621-0 - 202306	24.85	603012 - Medicare	Q0425 -	303767	---	---	G0425 -
Grand Total							2,173.56						

ITEM 6B

ATTACHMENT 1

Agreement with Integral Consulting to assist BEACON in completing a report on options for integrating Regional Sediment Management and Sea-Level Rise (SLR) Adaptation

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 [Integral Consulting Inc.], having its principal place of business at and [200 Washington Street, Suite 201, Santa Cruz, CA 95060] (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, in March 2023, the BEACON Board of Directors approved an Agreement 22-120 with the 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;

WHEREAS, in September 2023, BEACON conducted a competitive process through a Statement of Qualifications to select a contractor to assist BEACON in fulfilling requirements under Agreement 22-120;

WHEREAS, included reviewing the qualifications of three potential contractors CONTRACTOR was selected from the competitive process and the parties now desire to enter into an agreement to perform services related

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 [510-3216-6095] is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. [David Revell] at phone number [831-576-2870] 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 93101
Attention: Marc Beyeler

To CONTRACTOR: Integral Consulting, Inc
200 Washington Street, Suite 201
Santa Cruz, CA 95060
Attn: David Revell

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 {3-15-2024} and end performance upon completion, but no later than {September 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 venture, 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.

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 and the California State Coastal Conservancy 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 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.

CONTRACTOR shall include in any agreement with any subcontractor retained for work under this Agreement a provision that entitles BEACON and the State the same terms and conditions specified in this section.

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.** During the performance of this Agreement, the CONTRACTOR and its subcontractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such

discrimination. The CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Coastal Conservancy ("Conservancy") upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

CONTRACTOR shall include this nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

- A. Before the project has commenced, either party may terminate this Agreement for any reason by providing the other party with seven (7) days notice in writing.
- B. Before the project is complete, BEACON may terminate or suspend this Agreement for any reason by providing CONTRACTOR with seven (7) days notice in writing. In either case, CONTRACTOR shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to BEACON. BEACON will be responsible for any reasonable and non-cancelable obligations incurred by CONTRACTOR in the performance of this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement will remain in effect until further written notice from BEACON authorizes work to resume.
- C. If CONTRACTOR fails to complete the project as required or fails to fulfill any other obligations of this Agreement prior to the termination date, CONTRACTOR will be liable

for immediate repayment to BEACON of all amounts disbursed by BEACON under this Agreement. BEACON may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies BEACON may have for breach of this Agreement.

- D. Before the project is complete, CONTRACTOR may terminate this Agreement for any reason by providing BEACON with seven (7) days notice in writing and repaying to BEACON all amounts disbursed by BEACON under this Agreement. BEACON may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.
- E. On or before the date of termination of this Agreement under this section, whether terminated by CONTRACTOR or BEACON, CONTRACTOR shall provide BEACON with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.
- F. The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement under this section.
- G. CONTRACTOR shall include in any agreement with any subcontractor retained for work under this Agreement a provision that entitles CONTRACTOR to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

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 [3 days] days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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

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

CONTRACTOR shall not utilize the work produced under this Agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose. In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location.

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

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

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

CONTRACTOR:

By:  _____

Authorized Representative

Name: David Revell

Title: Principal – Coastal Resilience

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

By: _____

Vianey Lopez
Chair
Board of Directors

Date: _____

ATTEST:

Marc Beyeler
BEACON Executive Director
Clerk of the Board

By:  _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel


By:  _____
Senior Deputy County Counsel
Counsel for BEACON

EXHIBIT A

Scope of Services

[See attached SOW negotiated between SCC and BEACON]

David Revell and designated Integral Staff including David Anning, Matt Jamieson, Taylor Castor, Nathan Robuck, Sydney Harvey 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.

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

MEMORANDUM

To: Marc Beyeler, BEACON Executive Director
From: David Revell, Ph.D.
Date: 3/5/2024
Subject: Scope of work for Governance and Financing Options for RSM and Sea Level Rise Adaptation
Project No.: C3845

The purpose of this project is summarize a range of feasible governance and financing options for integrating regional sediment management into sea level rise adaptation planning, and to prepare a summary report to BEACON to meet their grant reporting obligations to the State Coastal Conservancy (Project #22-068-01).

As funded, the purpose of the project is to identify mechanisms to facilitate the availability and provision of sediment needed to support regional, nature-based sea level rise adaptation projects throughout coastal California.

The consultant team's objective is to provide lessons learned and a set of recommendations to improve effectiveness in including integration of sediment management policies and principles into adaptation planning, disaster recovery, nature-based approaches to shoreline management and capital improvement plans.

SCOPE OF WORK

Task 1. Review of CA Coastal Sediment Master Plan, existing regional sediment management plans, and BEACON Jurisdiction Vulnerability and Adaptation Plans

Task 1.1 RSM Plan Review (March-April)

The CONSULTANT and BEACON will review existing regional sediment management plans and the extent to which they interface with SLR issues. Additional areas of focus will include the frameworks and barriers of existing governance approaches and funding mechanisms, and the opportunities and lessons learned from previous projects.

Task 1.2 BEACON Vulnerability and Adaptation Plan Review (March-April)

This task will take a similar approach to that of Task 1.1, examining existing vulnerability assessment and adaptation plans within the BEACON region, with a focus on the impacts of sea level rise and the challenges posed by limited availability of sediment.

Task 2. Survey design for outreach to RSM and Adaptation Planners.

Task 2.1 Statewide Online Survey – Targeted at Coastal Jurisdictions, Planning Depts and Public Works (April-May)

An online survey will be developed and distributed to key stakeholders and decision makers at the local, regional, state and federal levels. The survey will be sent to 45-60 technical, policy and regulatory experts. The survey will elicit formal responses on the key topics below, and will be developed jointly by the CONSULTANT and BEACON:

- Governance
- Adaptation approaches using sediment and living shorelines
 - Experience with sediment management projects
 - Barriers
 - Funding sources
- Opportunities for better integration of RSM and SLR adaptation
- Innovative ideas for funding

Task 2.2 Targeted RSM practitioner interviews – How have the RSM plans been included/considered/implemented? Into adaptation plans? (April – June)

A series of semi-structured interviews will be conducted with 5-10 subject matter experts, to be identified based on current and prior work experience, both in the BEACON region and in other regions of California facing similar regional sediment management challenges. Interviews will build upon information gathered in Task 2.1, and include representatives from BEACON jurisdictions, San Francisco estuary, San Diego Association of Governments, and US Army Corps of Engineers.

Task 3. Reporting (1 Report, in 3 subsections) (July-Sep)

Task 3.1 Governance structures (separated into two subsections, for RSM and SLR governance)

This task will form part of the final report deliverable and will include a matrix with qualitative multicriteria assessment of governance frameworks and options. This comparison will include special districts, joint planning agencies, councils of government, and other approaches. Each will be assessed based on their benefits and challenges for regional sediment management, and its integration with SLR adaptation planning.

Task 3.2 Financing mechanisms

This section of the final report will look at the funding options that have been utilized for previous shoreline and RSM projects, their applicability to different governance structures and SLR challenges, and their revenue raising potential. Where possible, case studies will be used to demonstrate challenges for financing of projects with long planning and permitting periods, and opportunities to use innovative funding and financing options for capital projects and ongoing management.

Task 3.3 Overall Recommendations – How to integrate regional sediment management into adaptation planning?

Building on the information gleaned from Tasks 1 and 2, the report will make recommendations for changes in governance frameworks and responsibilities or financing arrangements.

Task 4. Summary report, talking points, and presentation deliverables

In addition to the final report, the CONSULTANT will work with BEACON to develop a 2pg factsheet and slide deck summarizing the project findings and key recommendations.

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 **\$Fifty thousand dollars, \$50,000.00.**
- 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.

Attachment B1

SCHEDULE OF FEES



2024 STANDARD MUNICIPAL RATES

HOURLY CHARGES

Senior Principal Economist	\$350	Analyst 1	\$205
Senior Principal	\$350	Associate	\$180
Principal 2	\$295	Technician 3	\$165
Principal 1	\$295	Technician 2	\$165
Technical Advisor	\$250	Technician 1	\$165
Senior Analyst 2	\$250	Publications Manager	\$130
Senior Analyst 1	\$250	Technical Editor	\$130
Analyst 3	\$205	Project Specialist	\$130
Analyst 2	\$205	Specialty Software	\$15

OTHER CHARGES

- Subcontractor services, equipment, and materials are charged at cost plus 10%.
- Direct project expenses including general administration, long-distance telephone calls, online meetings, routine project conference calls, routine U.S. Postal Service and express mailings, and incidental printing and copying are charged at a flat rate of 6% of total direct labor charges.
- Large print and copy jobs produced in house (> 500 pp. total) are billed at a rate of \$0.10/page (8.5"×11") for black and white copies and \$1.00/page (8.5"×11") for color copies. Plotter use is billed at \$4.00/sq. ft. (bond) and \$7.00/sq. ft. (glossy).
- Field equipment is charged in accordance with Integral's standard rates. A schedule of equipment rates is available upon request. Health and safety costs for field activities are charged at a rate of \$50 per field day per individual.
- Travel/transportation and per diem costs are billed at cost plus 10%. Personal-owned vehicle mileage is billed in accordance with IRS guidelines at cost plus 10%.
- Licensing or subscription fees may apply to the acquisition or use of proprietary software.
- Literature acquisition, production services, shipping, and project purchases are charged at cost plus 10%.
- Permits and bonds are charged at cost plus 10%.
- Sales taxes are charged at the applicable rates.

INVOICING AND PAYMENT TERMS

- Monthly invoicing and Net 30-day payment terms, unless otherwise agreed to by written contract.
- This Schedule of Rates for Integral Consulting Inc./Integral Engineering, P.C. (Integral) is subject to adjustment with a thirty-day written notice. Under normal circumstances, charges for our services will be based on the rates in effect at the time the services are provided.

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 (the "Claims") arising out of or in any way relating to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, or employees in the performance of this Agreement and for any costs or expenses (including but not limited to attorneys' fees) incurred by BEACON on account of any Claims except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to BEACON's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
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, BEACON requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BEACON.

B. Other Insurance Provisions

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

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

required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. BEACON reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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



A California Joint Powers Agency

Member Agencies

Monica Solorzano
City of Carpinteria

Kyle Richards, Vice-Chair
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Laura Capps
Das Williams
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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: March 15, 2024
Agenda Item: 7

To: BEACON Board of Directors
From: Legal Counsel
Date: March 8, 2024

Subject: Closed Session

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



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: March 15, 2024
Agenda Item: 8

To: BEACON Board of Directors
From: Executive Director
Date: March 8, 2024

Subject: Executive Director's Report and Communications

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

Upcoming May 2024, Meeting Agenda:

- i. Approve Beacon Budget for Fiscal Year 2024-2025
- ii. Approve professional and technical specialists and agency services agreements.