



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

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105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:
501 Poli St.
P.O. Box 99
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<http://www.beacon.ca.gov>

NOTICE MEETING

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)

September 20, 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: September 20, 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**

**Oxnard City Council Chambers
(2nd Street Parking Lot entrance)
300 W 3rd 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/83655263183?pwd=YJJfrjja3lVBdGWQzbQOnvO2UynwrS.1>

Meeting ID: [836 5526 3183](#)
Passcode: [819445](#)

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: [836 5526 3183](tel:83655263183)-and
Passcode: [819445](tel:819445)
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, September 18, 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, September 18, 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, September 18, 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 Meeting held on July 19, 2024. (Exhibit I)

2. Public Comment and Other Matters not on the Agenda



3. Presentations

BEACON Board Visioning Discussion Session Review.

Recommended Action:

Receive a short report from Stacy Miller of Stacy Miller Public Affairs on the Board discussion held at the July Board meeting. BEACON Board Directors participated in a facilitated discussion providing input and suggestions for initiatives and actions BEACON may take in the next three to five years at its July 19, 2024, meeting. (Attachment 1).

4. Projects – No Items

5. BEACON Organization and Program

A. Board Member Reports

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

B. Budget Actions and Financial Reports – No Items

C. Contracts and Agreements

Recommended Actions:

- i. Approve and authorize the Chair to execute an Agreement with Moss, Levy, Hartzheim, LLP to provide financial audit services in an amount not to exceed \$10,250 with a period of performance from September 20, 2024, through March 31, 2025 (Attachment I).
- ii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with California State University Channel Islands (CSUCI) for the Southern California cell Phone Data Project to assist Beacon in acquiring additional data from a range of sources and providing technical services to analyze the data without a change to the period of performance from July 1, 2024 to June 30, 2025, and with an increase of \$32,248 for a revised total amount not to exceed \$72,248 using grant funds provided by The Bay Foundation (Attachment II).
- iii. Approve, authorize, and ratify the Chair to execute Amendment No. 1 to the Agreement with Stacy Miller Public Relations to assist Beacon staff in organizing, conducting, and reporting on the Board Discussion Session without a change to the period of performance from July 1, 2024, to September 30, 2024, and with an increase of \$5,000 for a revised total amount not to exceed \$10,000 (Attachment III).
- iv. Approve and authorize the Chair to execute an Agreement with HDR Engineering, Inc. to develop a Debris Basin Modification Best Practices Manual as part of the Santa Barbara County Debris Basin California Ocean Protection Council grant project with a period of performance from September 23, 2024, to December 31, 2024 for a total amount of \$30,000 (Attachment IV).



- v. Approve and authorize the Chair to execute an Agreement with Outdoor R&D, a research unit of the University of Washington, to assist BEACON in acquiring and analyzing large-scale mobility data from cell phone derived-location information to identify beach use patterns with a period of performance from September 20, 2024, to June 30, 2025, in an amount not to exceed \$180,000 using grant funds provided by The Bay Foundation (Attachment V).

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 November Meeting Agenda:

- A. Project and Grant Updates
- B. Budget Planning Updates
- C. BEACON Board Meeting Schedule
- D. Update on BEACON Board Membership
- E. Update on BEACON Science Advisory Committee (SAC) Membership

7. Adjourn

Late Distribution of Materials

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City Clerk to all or a majority of the members of the BEACON Board less than 72 hours prior to that meeting are available for inspection in the City Clerk Office, at 5775 Carpinteria Ave, Carpinteria, CA 93013 and on the Internet at: BEACON.CA.GOV. Any written ex-parte communication subject to disclosure by members of the BEACON Board may be published online as an attachment to the corresponding item.



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STAFF REPORT

Meeting Date: September 20, 2024
Agenda Item: 1B-C

To: BEACON Board of Directors
From: Executive Director
Date: September 13, 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 July 19, 2024. (Exhibit I).

ITEM 1C – Approval of Minutes

EXHIBIT I

Minutes from July 19, 2024, Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, July 17, 2024

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions – Vice Chair, Kyle Richards
Minutes / Actions:		<p>Directors Present:</p> <ul style="list-style-type: none"> • Vianey Lopez (County of Ventura) • Matt LaVere (County of Ventura) • Kyle Richards (City of Goleta) • Eric Friedman (City of Santa Barbara) • Doug Halter (City of Ventura) • Gabe Teran, (City of Oxnard) REMOTE • Steven Gama (City of Port Hueneme) <p>Directors Not Present:</p> <ul style="list-style-type: none"> • Das Williams (County of Santa Barbara) • Laura Capps (County of Santa Barbara) • Monica Solórzano (City of Carpinteria)
Item	1B - C	<p>Approval of Administrative Items</p> <p>B. Approval of Agenda and Filing of Certificate of Agenda Posting.</p> <p>C. Consideration and Approval of Minutes of the BEACON Meeting held on May 17, 2024.</p>
Minutes / Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve Administrative Agenda. Moved by LaVere / Second by Richards. Unanimously approved.</p>
Item	2	<p>Public Comment and Other Matters not on the Agenda</p> <p>Receive public comments.</p>
Minutes/ Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.
Item	3	<p>Visioning for Impact Discussion Session 2024. (Time Certain for 9:30 am-11:00 am)</p> <p>BEACON Board Directors to participate in a facilitated discussion providing input and suggestions for initiatives and actions BEACON may take in the next three to five years. These initiatives and actions will further BEACON’s multiple and complementary goals and objectives consistent with its Strategic Plan</p>
Minutes/ Actions:		<p>Executive Director Beyeler introduced Stacy Miller and Terri Nisich from Stacy Miller Public Affairs, to present and facilitate the Visioning For Impact Discussion with the Board</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, July 17, 2024

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	and Staff.
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Item	5A	BEACON Organization and Program Board Members Reports
Minutes/ Actions:		<ul style="list-style-type: none"> • Director Teran reported that the City of Oxnard are in the process of updating a Local Coastal Plan update. In addition, the City is doing an update of its vulnerability analysis and fiscal impact report. The City is seeking lots of public input. • Director Gama reported that Port Hueneme coastal cleanup day is on September 15, 2024. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.

Item	5B	BEACON Budget Actions and Financial Reports Adopt Resolution 2024-3-A01 amending and restating the adopted budget for Fiscal Year (FY) 2024-2025 and delegating authority to the Auditor-Controller and Executive Director to take described actions on the FY 2024-2025 Budget (Exhibit I).
Minutes/ Actions:		<p>Executive Director Beyeler explained that this item is an amendment to the FY2425 Budget Resolution to allow income from more than one source to cover operations. BEACON has been successful in recent years to raise \$30,000 to \$50,000 from grants to support BEACON operations. The amendment would allow Staff to make budget adjustments without having to go back to the Board for approval. Staff would of course, still provide period finance reporting to the Board.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve item - Moved by Richards / Second by Halter. Unanimously approved.</p>

Item	5C	BEACON Contracts and Agreements Recommended Actions: Grant Project Agreements
		<ul style="list-style-type: none"> i. Approve and authorize the Chair to execute an Agreement with Outdoor R&D, a research unit of the University of Washington, to assist BEACON in acquiring and analyzing large-scale mobility data from cell phone derived-location information to identify beach use patterns with a period of performance from July 19, 2024, to June 30, 2025, in an amount not to exceed \$180,000 using grant funds provided by The Bay Foundation (Attachment 1);

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, July 17, 2024

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	<ul style="list-style-type: none"> ii. Approve and authorize the Chair to execute an Agreement with HDR Engineering Incorporated for the development of a Debris Basin Modification Best Practices Manual as part of the Santa Barbara County Debris Basin California Ocean Protection Council grant project with a period of performance from August 1, 2024, to December 31, 2024, for a total amount of \$30,000 (Attachment 2); iii. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the Agreement with COM3 Consulting to provide Program and Project Management Services without a change to the period of performance from July 1, 2024, to June 30, 2025, adding \$10,000 for a revised total amount not to exceed \$60,000. (Attachment 3); iv. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the Agreement with Jenna Wisniewski to provide specialist Science support services, focusing on assisting BEACON’s Science Advisory Committee (SAC) activities and providing Geographic Information Systems (GIS) Services, without a change to the period of performance from July 1, 2024, to June 30, 2025, adding \$5,500 for a revised total amount not to exceed \$30,500 (Attachment 4); and v. Approve, ratify, and authorize the Chair to execute Amendment No. 1 to the Agreement with California State University Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation without a change to the period of performance from July 1, 2024, to June 30, 2025, adding \$10,000 for a revised total amount not to exceed \$20,000 (Attachment 5).
Minutes/ Actions:	<p>Executive Director Beyeler explained that almost every Board meeting we have agreements and grant amendments. Today there are five items three of which address additional support for program and technical services. They also include an agreement with HDR Engineering to complete a best practices manual for the Santa Barbara County Debris Basin Project. Finally, there is an agreement with Outdoor R&D to assist BEACON in acquiring cell phone data. Outdoor R&D has amassed data available through cell phones.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Director Richards asked to explain the source of funding for all of the agreements and amendments. Executive Director Beyeler responded that the first two items are funded through grant funding, and the remaining 3 items are funded through available operational budget. No budget adjustments are required. • Director LaVere asked what the timetable for the Outdoors R&D work is. Executive Director Beyeler responded that it is one year. • Director Halter asked if other agencies are also doing cell phone data for beach access and if the data is by jurisdiction and that origin and destination jurisdiction is documented. Executive Director Beyeler responded that the data is available to all municipalities. Mr. Beyeler also explained that another way to track beach access/use is through GPS, which allows a focus on specific areas of a beach, or parking lot, etc. • Director Gama indicated that his background is in risk management and that we need to

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, July 17, 2024

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	<p>learn the health of a location and know the stewardship for cleanups. He felt this was a great project which we need to share.</p> <ul style="list-style-type: none"> • Director Richards asked if we could get a list of beaches being surveyed? Executive Director Beyeler responded that this is being negotiated. BEACON has mapped all access for beaches in our jurisdictions. We will see how many we can acquire. If not all then a representative sample. • Director Richards asked that we think about equity between jurisdictions. Director Richards requested that some beaches are selected from each of the BEACON jurisdictions. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve all items. Moved by Halter / Second by Friedman. Unanimously approved.</p>
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Item	6	<p>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.</p>
Minutes/ Actions:		<p>Due to limitations in time, the Executive Director did not provide a report.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.

The next Board Meeting will be held on September 20, 2024, 9:00 AM, at the City of Carpinteria City Council Chambers.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.



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STAFF REPORT

Meeting Date: September 20, 2024
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: September 13, 2024

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



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STAFF REPORT

Meeting Date: September 20, 2024
Agenda Item: 3

To: BEACON Board of Directors
From: Marc Beyeler, Executive Director
Vianey Lopez, Chair, Board of Directors
Date: September 13, 2024

Subject: Board Visioning Discussion Session Review

RECOMMENDED ACTION:

Receive a short report from Stacy Miller of Stacy Miller Public Affairs on the Board discussion held at the July Board meeting. BEACON Board Directors participated in a facilitated discussion providing input and suggestions for initiatives and actions BEACON may take in the next three to five years at its July 19, 2024 meeting. (Attachment 1).

DISCUSSION:

BEACON engaged Stacy Miller of Stacy Miller Public Affairs (SMPA) to assist in developing the topics and schedule for the July Board meeting discussion session. Ms. Miller and Ms. Maus-Nisich facilitated the discussion session on July 19, 2024 in the Carpinteria City Hall in the Council Chambers. The discussion session included a brief update on progress towards BEACON goals and objectives and its most recent accomplishments and achievements.

Staff regularly brings any number of items to the Board for receipt, review, comment and input, and or approval. Periodically, staff submits policy and program items to Board for review and discussion. Less often, the Board is asked to participate in a longer discussion of policy and program priorities and implementation actions. At the July meeting, with support from the Board, staff arranged for one of those policy and program discussions so that staff can receive input on priority programs and actions.

The discussion session was an important opportunity for Board Members to provide input on what actions they want reviewed and considered as policy and budget proposals are developed by the staff. Attached to this staff report is a summary of the discussion session. Ms. Miller will provide a short presentation covering the topics included in the summary attached.

ITEM 3 - Visioning for Impact Discussion

ATTACHMENT 1



**BEACON BOARD OF DIRECTORS
VISIONING FOR IMPACT
July 19, 2024**

Workshop Summary

BEACON



Stacy Miller
PUBLIC AFFAIRS INC.

Introduction

On Friday, July 19, 2024, the BEACON Board of Directors participated in a 90-minute facilitated discussion regarding key priorities and their vision for the future. The session *Visioning for Impact* offered a focused opportunity for the Directors to review BEACON's 2021 to 2026 Strategic Plan accomplishments to date, reflect on the organization's mission, and strategically outline critical priorities within a 3-to-5-year time frame to *Vision for Impact*.

An aerial photograph of a coastal city. In the foreground, a sandy beach curves along the shore, with a paved promenade lined with palm trees. A multi-story apartment building is visible on the right. In the background, an industrial port area features large white storage tanks, a red and white ship, and various cranes. The ocean is a vibrant blue, and the sky is clear.

BOARD ENGAGEMENT

Why do you personally serve as a BEACON Board Member?

California's beaches are treasured resources providing immense value to everyone. Our **coastline is recognized as the state's coastal jewel**. However, these areas face **significant challenges** from growth and climate change. It is crucial to raise awareness about the unique offerings of our coastlines and continue public education efforts. **Beaches are enjoyable and vital** for recreation, ecological balance, public access, and addressing sea level rise.

Preserving and sustaining these coastal areas for future generations is a top priority. The natural beauty and **ecological significance are integral to our counties' identity**. Ensuring equitable **access to the beach** remains critical, allowing everyone to experience and appreciate resources.

Collaboration is essential. No single agency can manage these challenges alone; **partnerships, shared resources** and collection of sound scientific data are necessary to champion and drive effective decision-making and implement regionally impactful projects. By working together, we can **preserve and protect our precious coastal areas** for all to enjoy.

Preserve and protect a precious natural resource - Sustain our beaches for future generations- Create memories - Coast is a jewel of California – Caretakers of the coast and beaches – Passion for service - Science informed – Data for decision-making - Collaborate to serve constituencies best.

What is BEACON to you as an elected official and why do you embrace its mission?

Many of the Members focused on the successes and future opportunities for BEACON, as a regional coordinating body, to continue to advance its mission and address complex issues now facing coastal communities.

To Best Serve Constituencies:

- Promote and preserve natural resources and critical infrastructure and understand and address the impacts of climate change on the fragile coastal environment in all jurisdictions.
- Advance proactive solutions to significant coastal resource challenges and positively impact the present and future.
- Foster the successful model of coordinated regional collaboration, facilitate economies of scale, and establish shared goals to address complex issues and make change - Together.
- Facilitate decision-making, use data effectively, create strategic partnerships and achieve results that benefit constituencies and members.
- Ensure equitable and inclusive access for all communities.

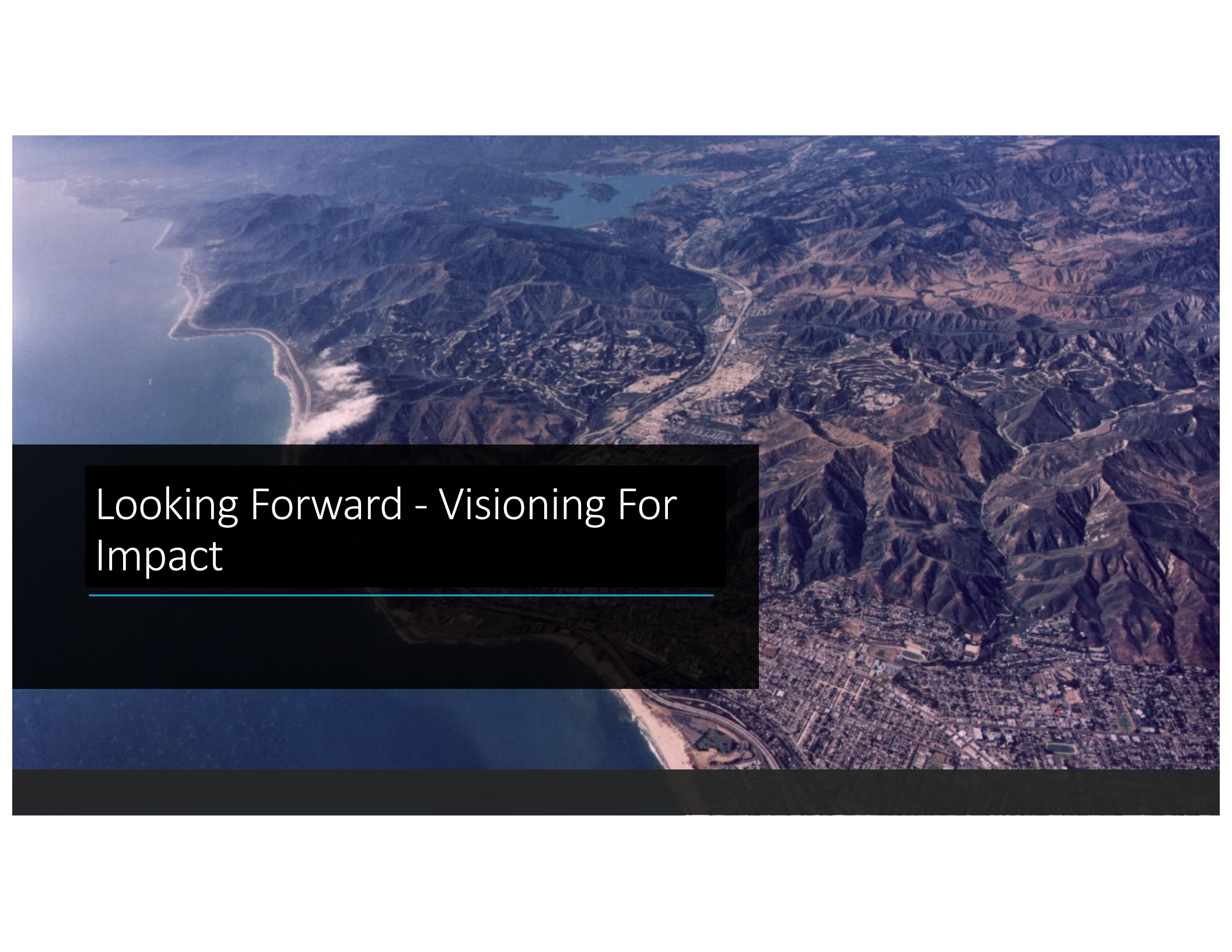
What does BEACON mean to you and your constituency

Board Members were later asked to pivot and look external to the org three words, discuss what BEACON means to their constituency...

BEACON plays a critical role in addressing the emerging and current needs of member constituencies and beyond by:

- Focusing on the future and proactively addressing issues by making decisions that stand the test of time.
- Serving the whole community and ensuring equitable and inclusive access to resources.
- Fostering regional collaboration, data gathering and sharing to serve communities and members best.
- Proactively preserving and protecting limited and treasured natural resources to foster ecological, recreational and economic prosperity.
- Promoting community wellness and through stewardship and education.
- Working aggressively to seek funding opportunities and deliver quality and impactful projects.



An aerial photograph showing a coastal town at the bottom, surrounded by rugged, brown mountains. A large body of water is visible on the left side. A dark semi-transparent box is overlaid on the left side of the image, containing white text.

Looking Forward - Visioning For Impact

Visioning For Impact:

Thinking about the future is one of the most important things leaders can do. It informs current decisions, actions, and strategies.

Setting the stage by considering:

- Personal and professional connections through common or shared values;
- The mission of an organization and why what BEACON does matters; and
- The status of the organization and accomplishments, can make that future thinking clearer.

Common Themes:

- Equity and Inclusion
- Enhance Collaboration and Legislative Advocacy
- Ensure Sound Decision-Making
- Foster Engagement, Outreach and Education
- Focus on Innovation and Successful Project Development and Delivery

Visioning For Impact: Emerging Themes and Key Priorities

Focus on Access, Equity and inclusion:

- Conduct work and make decisions through an equity lens to ensure equitable and inclusive access to coastal resources, as well as transparency, engagement and consideration in decision-making processes.

Enhance Collaboration and Legislative Advocacy

- Bolster work of BEACON through enhanced legislative advocacy efforts via a unified message and examine potentially opportunities to increase membership agencies regionally.

Ensure Sound Data for Decision-Making

- Utilize data and scientific information for overall sustainability of projects and decision-making that will stand the test of time.

Foster Engagement, Outreach and Education

- Conduct inclusive outreach and education efforts to ensure awareness of the BEACON model of effective regional collaboration and BEACON's mission, work and accomplishments. Modeling inclusivity, thoughtfully and transparently engage and communicate to constituencies about plans and projects using data to tell the story of "why".

Focus on Innovation and Successful Project Development and Delivery

- Seek innovative, sustainable, environmentally sound practices for beach nourishment, sand retention, and sediment transport and successfully deliver projects. Continue to pilot innovative projects to test approaches, generate data and ensure successful implementation and outcomes of projects.



Conclusion

The identification of the emerging themes and key priorities signal what actions, as well as policy and development proposals the Board may wish staff to consider going forward to fulfill the vision and mission of BEACON. Further, the themes and priorities identified by the BEACON Board advance BEACON's multiple and complementary goals and objectives consistent with the 2021-2026 BEACON Strategic Plan. Therefore, these items will be incorporated into the Plan in order to ensure that development of action plans and implementation of the priorities occur consistent with the Plan timeline.



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STAFF REPORT

Meeting Date: September 20, 2024
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: September 13, 2024

Subject: Board Member Reports

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



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

STAFF REPORT

Meeting Date: September 20, 2024
Agenda Item: 5C

To: BEACON Board of Directors
From: Executive Director
Date: September 13, 2024

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

- i. Approve and authorize the Chair to execute an Agreement with Moss, Levy, Hartzheim, LLP to provide financial audit services in an amount not to exceed \$10,250 with a period of performance from September 20, 2024, through March 31, 2025 (Attachment 1).
- ii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with California State University Channel Islands (CSUCI) for the Southern California cell Phone Data Project to assist Beacon in acquiring additional data from a range of sources and providing technical services to analyze the data without a change to the period of performance from July 1, 2024 to June 30, 2025, and with an increase of \$32,248 for a revised total amount not to exceed \$72,248 using grant funds provided by The Bay Foundation (Attachment II).
- iii. Approve, authorize, and ratify the Chair to execute Amendment No. 1 to the Agreement with Stacy Miller Public Relations to assist Beacon staff in organizing, conducting, and reporting on the Board Discussion Session without a change to the period of performance from July 1, 2024, to September 30, 2024, and with an increase of \$5,000 for a revised total amount not to exceed \$10,000 (Attachment III).
- iv. Approve and authorize the Chair to execute and Agreement with HDR Engineering, Inc. to develop a Debris Basin Modification Best Practices Manual as part of the Santa Barbara County Debris Basin California Ocean Protection Council grant project with a period of performance from September 23, 2024, to December 31, 2024, for a total amount of \$30,000 (Attachment IV).
- v. Approve and authorize the Chair to execute an Agreement with Outdoor R&D, a research unit of the University of Washington, to assist BEACON in acquiring and analyzing large-scale mobility data from cell phone derived-location information to identify beach use patterns with a period of performance from July 1, 2024, to June 30, 2025, in an amount not to exceed \$180,000 using grant funds provided by The Bay Foundation (Attachment V).



DISCUSSION:

The agreement with Moss, Levy, Hartzheim, LLP will provide for a bi-ennial audit of BEACON’s fiscal and financial procedures, practices, and conditions for the fiscal years 2022-2023 and 2023-2024. The periodic audit is an important part of BEACON’s fiscal and financial due diligence and is taken in cooperation with Ventura County’s Auditor-Controller’s Office.

BEACON receives various grant funds to undertake research and to support its program and its science activities. Staff is presenting consultant and professional services agreements to support BEACON in its program planning with the Board and to support its research initiatives.

The agreement with Outdoor R&D implements the BEACON grant agreement with the Bay Foundation to develop better beach user information and data to support better beach management and preservation. Staff is also recommending the BEACON Board approve an increase in funding for CSUCI Environmental Sciences and Resource Management (ESRM) Department to support data sourcing, processing, and analysis of beach and coastal access destinations. The funds requested today will assist in providing for data acquisition to continue our ‘cell phone’ dataset for 2024-2025, and the funds to store, process, and initiate further analysis of beach use for nearly three dozen recreational beaches in our data series, and up to several dozen more with Ventura, Santa Barbara, and Los Angeles counties.

Both Outdoor R&D and CSUCI, ESRM representatives bring specialized professional expertise in acquiring and managing large-scale data sets and in analyzing a range of social science research. This continues BEACON’s long-standing support for and use of the best available beach use and beach user data to inform coastal beach management and preservation. Information will be provided to member agencies and to the public as part of the project.

The agreement with HDR fulfills the agreement with the Ocean Protection Council to re-design two debris basins and restore sections of two creeks draining to the SB Littoral Cell in the front range of the Santa Ynez Mountains as part of habitat restoration efforts by the SB County Flood Control Department. One of the products of the grant project is a technical memo/manual to explain the projects in detail and provide sufficient engineering and design specifications to allow professional staff in other organizations to use the manual to consider the design innovations for possible application. HDR will be preparing the technical manual.

The amendment to the agreement with Stacy Miller Public Affairs will provide consultant staff support to complete the board discussion on the future of BEACON’s programs and projects, identifying next steps actions for BEACON Board and Staff.

ITEM 5C - Contracts and Agreements
ATTACHMENT I

Financial Audit Services Agreement with Moss, Levy, Hartzheim, LLC

C O N T R A C T

This contract entered into, by and between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), a joint powers authority, herein called "BEACON", and Moss, Levy & Hartzheim, LLP, Certified Public Accountants, herein called "Contractor" (referred to collectively as "parties", or individually as "party").

W I T N E S S E T H

WHEREAS, BEACON has the authority to engage independent contractors to perform services with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Contractor be engaged by BEACON for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for BEACON in accordance with the terms, conditions, and specifications set forth herein. The Contractor will perform a biennial audit, in accordance with the most current revision of the Yellow Book: Generally Accepted Government Auditing Standards (GAGAS), of the financial statements for BEACON fiscal years ending June 30, 2023 and 2024. The Contractor shall complete its audit and file its report on or before March 31, 2025.

2. PAYMENTS

Payment of \$10,250 will be made within 30 days after issuance of the final audit report and upon receipt of an invoice.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person is a member, partner, employee, subcontractor, or otherwise of the Contractor, shall have any claim under this contract or otherwise against BEACON for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of BEACON merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed, and not as to the means and methods for accomplishing the results.

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and BEACON will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless BEACON from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorney's fees and costs, presented, brought, or recovered against BEACON, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

4. NON-ASSIGNABILITY

Contractor will not assign this contract, or any portion thereof, to a third party without the prior written consent of BEACON, and any attempted assignment without such prior written consent will be null and void and will be cause, at BEACON's sole and absolute discretion, for immediate termination of this contract.

5. TERM

This contract will be in effect from September 20, 2024 through March 31, 2025 subject to all the terms and conditions set forth herein, unless terminated prior to that date in accordance with the provisions of this contract.

6. TERMINATION FOR CONVENIENCE

BEACON may terminate this contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, BEACON will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, working papers, correspondence, and other pertinent data gathered or computed by Contractor for this particular contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to BEACON may be exercised without prejudice to any other remedy to which it may be entitled at law or under this contract.

7. TERMINATION BY DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after

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service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then BEACON may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 6.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless BEACON, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, BEACON or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of BEACON. Contractor agrees to waive all rights of subrogation against BEACON for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. INSURANCE PROVISIONS

A. Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if applicable), non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000/\$300,000 bodily injury and \$100,000 property damage for all employees and volunteers associated with the contract.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor, and Employer's Liability, if applicable, in the minimum amount of \$1,000,000.
- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence, \$2,000,000 aggregate.

B. All insurance required will be primary coverage as respects BEACON, and any insurance or self-insurance maintained by BEACON will be in excess of Contractor's insurance coverage and will not contribute to it.

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- C. BEACON is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. BEACON's Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Professional Liability and Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against BEACON's Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to BEACON.
- G. Contractor agrees to provide BEACON with the following insurance documents on or before the effective date of this contract:
 - 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements.
 - 3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. NON-DISCRIMINATION

A. General

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, gender, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to BEACON upon request.

11. SUBSTITUTION

If particular people are identified in the Contractor's proposal as working under this contract, the Contractor will not assign others to work in their place without written permission from BEACON. Any substitution will be with a person of commensurate

experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor, by investigation and research, has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by BEACON or any of its officers, agents or employees, except as provided herein.

13. CONTRACT MONITORING

BEACON will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by BEACON will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by Marc Beyeler, BEACON Executive Director, or his authorized representative.

14. ADDENDA

BEACON may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between BEACON and Contractor will be effective when incorporated in written amendments to this contract.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which BEACON requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of BEACON, except as authorized by law.

17. AUDIT AND INSPECTION OF RECORDS

Any time during normal business hours and as often as BEACON may deem necessary, Contractor shall make available to BEACON for examination all working papers, data, and records with respect to all matters covered by this contract, and permit BEACON to audit, examine, and make excerpts or transcripts from such working papers, data, and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this contract. Contractor shall maintain such working

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

papers, data, and records in an accessible location and condition for a period of not less than seven years from financial statement issue date. The State of California or any federal agency having an interest in the subject of this contract shall have the same rights as those conferred upon BEACON. If this contract exceeds ten thousand dollars (\$10,000.00) Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the contract, pursuant to California Gov. Code Section 8546.7. The successor auditor will have the right to review the working papers and copies of issued reports upon termination of this contract. Contractor will be required to make records uniquely related to this contract available in the County of Ventura. Contractor agrees all audit and inspection rights herein will be provided at no additional cost.

18. NOTICES

All notices required under this contract will be made in writing and addressed or delivered as follows:

To BEACON: BEACON
Marc Beyeler, Executive Director
800 South Victoria Avenue
Ventura, CA 93009-1540

and

Jeffery S. Burgh
Auditor-Controller
800 South Victoria Avenue
Ventura, CA 93009-1540

To Contractor: Moss, Levy, Hartzheim, LLP
5800 Hannum Ave., Suite E
Culver City, CA 90230

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

19. MERGER CLAUSE

This contract supersedes any and all other contracts and constitutes the entire contract, either oral or written, between Contractor and BEACON, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of BEACON except those covenants and contracts embodied in this contract. No contract, statement, representation, understanding, negotiation, or promise not contained in this contract will be valid or binding.

20. ANNUAL ENGAGEMENT LETTER

The parties may enter into a separate Engagement Letter for the period of this contract which is consistent in all material respects with the terms of this contract, and the parties agree that in no event shall any provision of the Engagement Letter give rise to any additional Contractor claim for payment from BEACON which is more than the amount authorized in this contract. The parties agree that should there be any discrepancy between the terms of this contract and the Engagement Letter with respect to the amount of compensation to be paid to the Contractor, the terms of this contract shall be controlling.

21. GOVERNING LAW AND VENUE

The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties under this contract, shall be construed pursuant to and in accordance with the laws of the State of California. Any litigation regarding this contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

22. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

23. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by BEACON in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

24. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

25. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition.

26. EXECUTION OF COUNTERPARTS

This contract 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.

27. SURVIVAL

All provisions of this contract which by their nature are intended to survive the termination

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

or expiration of this contract shall survive such termination or expiration.

28. HEADINGS

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

IN WITNESS WHEREOF, the parties hereto have executed this contract:

Moss, Levy & Hartzheim, LLP

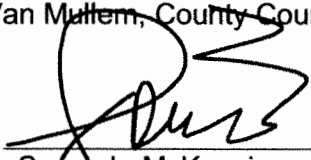
BEACON

By: 
Name: Craig A, Hartzheim
Title: Managing Partner
Date: 8/22/24

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

Approved as to Form:
Rachel Van Mullen, County Counsel

Attest: 

By: 
Name: Susan L. McKenzie
Title: Deputy County Counsel
BEACON Counsel

By: _____
Name: Marc Beyeler
Title: Executive Director, BEACON

ITEM 5C - Contracts and Agreements

ATTACHMENT II

**Amendment 1 to Agreement with CSUCI for Southern California Cell Phone
Data Project**

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

THE AGREEMENT (hereafter, "Agreement") made on May 17, 2024 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and CSUCI (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 1") as follows:

Exhibit A, Scope of Services, Section 8 is deleted in its entirety and replaced with:

8. Prepare project reports and other written or data reports, as requested by BEACON.

Exhibit A, Scope of Services, Sections 9, 10, 11, and 12 are added in entirety as:

9. Review Data and research results with BEACON staff, describing all elements of data sourcing, collection, storage, and processing.
10. Provide GIS polygons (Points of Interest (POI)) for subject coastal and beach access locations.
11. Provide information to BEACON on the operational and programmatic elements of Geographic Information System (GIS) platforms, hardware and software to inform choice and selection for use by BEACON and its staff.
12. Assist BEACON is acquiring and analyzing both beach use and beach user data from beach counts and surveys and counts from mobile device location records. Assistance shall include technical review of data methods and sources and development of frameworks for data and policy analysis.

Exhibit B, Payment Arrangements, Section A is deleted in its entirety and replaced with:

- 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 **\$72,248.00**.

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

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

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of September 20, 2024.

CONTRACTOR:
CSUCI

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

By: _____
Authorized Representative

Name: _____

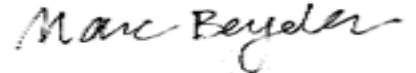
Title: _____

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: _____
Deputy County Counsel

ITEM 5C - Contracts and Agreements

ATTACHMENT III

Amendment 1 to Agreement with Stacy Miller Public Relations

**Amendment No. 1
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
Stacy Miller Public Affairs (SMPA)**

THE AGREEMENT (hereafter, "Agreement") that began June 3, 2024 made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Stacy Miller Public Affairs, Inc. (SMPA) (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, is hereby amended (Amendment No. 1) as follows:

Exhibit A, Scope of Services, first paragraph is deleted in its entirety and replaced with:

The Stacy Miller Public Affairs will assist BEACON staff in developing materials for conducting a Board discussion workshop covering achievements and accomplishments, and Board suggestions for projects, programs, and initiatives that BEACON could consider in partnership with BEACON's member agencies. SMPA will prepare agenda for workshop and facilitate the workshop at a regularly scheduled meeting of the BEACON Board of Directors. SMPA will assist BEACON Executive Staff in preparing a short memo or power point presentation summarizing the discussion and suggestions for next steps.

Exhibit A, Scope of Services, subsections 8 and 9 are added in entirety as:

8. Prepare short report/power point presentation summarizing the discussion and including any major or important themes and topics addressed in the discussion
9. Make a follow-up presentation to the Board covering the topics in any report at a subsequent BEACON Board of Directors Meeting.

Exhibit B, Payment Arrangements, Section A, is deleted in its entirety and replaced with:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$10,000.00**.

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

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

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of September 20, 2024.

CONTRACTOR:

Stacy Miler Public Affairs, Inc.

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

By: 

Authorized Representative

Name: Stacy Miller _____

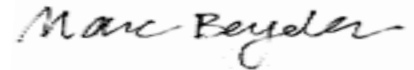
Title: _____ President & CEO

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: 

Deputy County Counsel

ITEM 5C - Contracts and Agreements

ATTACHMENT IV

**Agreement with HDR Engineering, Inc for Santa Barbara County Debris
Basin Modification Project Best Practices Manual**

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 HDR Engineering, Inc. having a place of business in California at 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596 (hereafter, "CONTRACTOR" or "HDR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES.** Gerald Comati at phone number (805) 895-0255 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Lesley Brooks at phone number (660) 204-7081 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
1943 Grand Avenue
Santa Barbara, CA 93103
Attention: Gerald Comati

To CONTRACTOR: HDR Engineering, Inc.
1243 Alpine Road, Suite 108
Walnut Creek, CA 94596
Attention: Lesley Brooks

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 September 23, 2024, and end performance upon completion, but no later than December 31, 2024, unless otherwise directed by BEACON or unless earlier terminated.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional 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 that do not meet such standards

at BEACON's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

BEACON shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions reports, data, documents or other materials prepared under this Agreement. However, re-use of the Copyrightable Works or other CONTRACTOR deliverables for purposes not contemplated in this Agreement shall be at BEACON's sole risk and without liability to CONTRACTOR. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless BEACON against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by BEACON in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

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

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

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

period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.

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

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

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

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

- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.

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

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

19. **TERMINATION.**

- A. **By BEACON.** BEACON may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for BEACON's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** BEACON may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by BEACON, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on BEACON from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then BEACON will notify CONTRACTOR of such occurrence and BEACON may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, BEACON shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, BEACON may, at BEACON's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall have ten (10) days to cure the default or breach that would otherwise give rise to a for cause termination if not so cured, failing which cure, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify BEACON as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Except where BEACON withholds payment pursuant to other terms of this Agreement, should BEACON fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by BEACON within thirty (30) days of written notice to BEACON of such late payment.
- C. **Upon termination,** CONTRACTOR shall deliver to BEACON all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as BEACON may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, BEACON shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement

nor for profit on unperformed portions of service. CONTRACTOR shall furnish to BEACON such financial information as in the judgment of BEACON is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of BEACON shall be final. The foregoing is cumulative and shall not affect any right or remedy which BEACON may have in law or equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

33. **SUSPENSION FOR CONVENIENCE.** BEACON may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

34. **LIMITATION OF LIABILITY.** Except as immediately stated in the below paragraph, neither party's aggregate liability for damages arising out of or in connection with this agreement, whether in contract, tort or under any other theory of liability, shall exceed \$100,000. In no event shall either party or any other person or entity involved in creating, producing or delivering the services be liable for any incidental, special, exemplary indirect, or consequential damages, including lost profits, loss of goodwill, or the cost of substitute facilities, goods, services, and/or cost of capital arising out of or in connection with this agreement or from the use of or inability to use the subscription services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory. The foregoing exclusions apply whether or not a party has been informed of the possibility of such damage, and even if a limited remedy set forth herein is found to have failed of its essential purpose.

Neither party's aggregate liability for damages arising out of this agreement (i) the indemnification obligations of contractor; (ii) losses arising out of the willful misconduct, fraud or gross negligence of contractor; (iii) losses arising out of any breach of obligation to comply with laws; or (iv) claims for property damage or personal injury shall exceed the insurance limits in Exhibit C.

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

**CONTRACTOR:
HDR ENGINEERING, INC.:**



By: _____
Authorized Representative

Name: Anna Lantin
Title: Vice President

**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:  _____
Deputy County Counsel
Counsel for BEACON

EXHIBIT A

Scope of Services

Task 1 - Project Management and Meetings

HDR will attend the Project kickoff meeting in-person. CONTRACTOR will also participate in up to four conference calls with BEACON staff. On a monthly basis, CONTRACTOR will provide BEACON with invoices and progress reports for the Project.

Deliverables:

- *Monthly Invoices and Progress Reports*

Task 2 - Data Review

HDR will review available data, including debris basin manuals for the region such as the Ventura County *Debris Basin Manual* and the Los Angeles County *Debris Dams and Basins Manual*. Additional national references will also be reviewed such as the Natural Resources Conservation Service (NRCS) *Sediment Basin 350*. Further information and guidance on design types and considerations will be researched from various sources including local and regional agencies, flood control districts, and academic papers.

Task 3 - Debris Basin Best Practices Manual

HDR will coordinate with BEACON to develop a Draft Debris Basin Best Practices Manual (BP Manual). CONTRACTOR will meet with BEACON during the kickoff meeting to discuss the goals of the BP Manual as well as review and edit the Draft BP Manual outline provided in Exhibit A.

After the outline has been discussed and finalized, HDR will develop the Draft BP Manual. The BP Manual will cover design considerations, design options, and resources. The BP Manual will not include specific design criteria of debris basins or detailed calculations/modeling guidance.

The Draft BP Manual will be submitted to BEACON for review and comments. A representative from BEACON will compile comments and provide them for review and response. After compiled comments are received, HDR will meet with BEACON to discuss the comments and changes to be implemented in the next draft. A comment tracking form and comment responses will be provided.

A Final BP Manual will be submitted after all draft comments from BEACON have been addressed.

Deliverables:

- *Final BP Manual Outline (PDF)*
- *Draft BP Manual with Comment/Response Form (PDF)*
- *Final BP Manual (PDF and Word)*

Assumptions:

HDR's deliverables will be provided in PDF format.

Any funding section incorporated into the BP Manual will be authored by BEACON or BEACON representatives and incorporated into the BP Manual by HDR.

Lesley Brooks of CONTRACTOR shall be the individual personally responsible for overseeing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of BEACON's designated representative.

A preliminary outline of the Manual follows:

- 1) Overview/Purpose (est. 0.5 page)
- 2) Site Specific Considerations for Debris Basin Development, Removal, or Modification (est. 5-7 pages)
 - a) Site Conditions
 1. Existing Terrain
 2. ROW
 3. Geotechnical Analysis
 4. Fish Passage Requirements
 5. Environmental Considerations
 6. Utility Coordination
 - b) Regulatory Agency Coordination
 1. Federal
 2. State and Local
 - c) Maintenance and Operation Considerations
 1. Pilot Channels
 2. Maintenance Access
 3. Standard Maintenance Operations
 4. Emergency Maintenance Operations
 - d) Setting Design Goals for a Debris Basin Project
 1. Flood Protection
 2. Debris Basin Volume
 3. Sediment Transport and Capture
 4. Large Woody Debris
- 3) Debris Basin Design Options (est. 5-7 pages)
 1. Retention
 2. Debris Flow Breakers

3. Large Wood Traps
4. Solid Transport Regulation
- 4) Hydrologic and Hydraulic Modeling of Debris Basins (est. 1-2 pages)
 1. Sediment Bulking and Hydrologic Modeling
 2. Hydraulic Modeling
 - i. Non-Newtonian Flow Modeling
 3. Sediment Transport Modeling
- 5) Case Study of Gobernador, Romero, and Cold Springs Debris Basins (3-5 pages)
- 6) Potential Funding Sources (to be drafted by BEACON stakeholders based on previous grant awards?) (est. 1-2 pages)
- 7) References

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EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, up to but not to exceed **\$30,000**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's reasonably satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A.
- D. **Monthly**, CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be reasonably satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for reasonably satisfactory work within 30 days of presentation.
- E. 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.

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Attachment B1

SCHEDULE OF FEES

BEACON
Debris Basin Best Practices Manual
Estimated Level of Effort and Fee



TASKS		LEVEL OF EFFORT							FEE				
		Principal	Project Manager	Sr Technical Expert	Staff Engineer	Document Specialist	Accountant	Project Coordinator	Total Labor	Labor	Subs	Direct Costs	Total
No.	Description	<i>Client Billing Rates</i>											
		\$323	\$278	\$296	\$140	\$113	\$151	\$132	\$186		Calc	Calc	Calc
1	Project Management and Meetings												
1.1	Project Management and Meetings	1	4		8		8	8	29	\$4,819	\$0	\$0	\$4,819
	Subtotal 1 Project Management and Meetings	1	4	0	8	0	8	8	29	\$4,819	\$0	\$0	\$4,819
2	Data Review												
2.1	Data Review		2		16				18	\$2,796	\$0	\$0	\$2,796
	Subtotal 2 Data Review	0	2	0	16	0	0	0	18	\$2,796	\$0	\$0	\$2,796
3	Debris Basin Best Practices Manual												
3.1	Finalize Outline	1	4						5	\$1,435	\$0	\$0	\$1,435
3.2	Draft Manual	2	16	4	32	2			56	\$10,984	\$0	\$226	\$11,210
3.3	Final Manual	1	12	4	32	2			51	\$9,549	\$0	\$191	\$9,740
	Subtotal 3 Debris Basin Best Practices Manual	4	32	8	64	4	0	0	112	\$21,968	\$0	\$417	\$22,385
TOTAL, hours		5	38	8	88	4	8	8	159	\$29,583	\$0	\$417	\$30,000
TOTAL, dollars													

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EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably and promptly approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to reasonable attorneys' fees), judgments and/or liabilities to the extent the same arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement in accordance with California Civil Code 2782.8, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the BEACON. This indemnity includes the cost to defend BEACON to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

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.

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ITEM 5C - Contracts and Agreements

ATTACHMENT V

**Agreement with Outdoor R&D HDR Engineering, Inc for Southern
California Cell Phone Data Project**

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 University of Washington, having its principal place of business at and 4333 Brooklyn Ave NE, Box 359472, Seattle, WA 98195-9472 (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, BEACON has received a grant from The Bay Foundation to provide mobility location data research support services through grant funds.

WHEREAS, BEACON desires to procure services from the University of Washington, Seattle, Washington, for specialized research on cell phone location-derived data for use in identifying beach use patterns and beach user information in southern California.

WHEREAS, the purpose of acquiring and analyzing the research and data is to help in identifying and analyzing beach use patterns at different beach locations and identifying and analyzing regional and local coastal public access needs. BEACON, and its project partners, will use the data to examine regional beach use patterns and identify beach user needs and preferences.

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

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

1. **DESIGNATED REPRESENTATIVES.** Marc Beyeler at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Carol Rhodes at phone number 206-543-4043 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 St., Suite 201
 Santa Barbara, CA 93103

Attention: Marc Beyeler

To CONTRACTOR: Office of Sponsored Programs
4443 Brooklyn Ave NE
Box 359472
University of Washington
Seattle, WA 98195-9472

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 September 2, 2024 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by BEACON or unless earlier terminated.

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

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

employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the BEACON or to this Agreement.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at BEACON's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

10. **CONFLICT OF INTEREST.** CONTRACTOR covenants that Spencer Wood 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 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.

A. 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 Agreement. 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. BEACON 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. BEACON cannot and does not authorize CONTRACTOR to 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 BEACON's grant funding provider, The Bay Foundation, until such time as The Bay Foundation 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 BEACON's grant funding provider, The Bay Foundation.
 - a. CONTRACTOR agrees to grant and does 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. CONTRACTOR shall indemnify and save and hold harmless BEACON and 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 The Bay

Foundation, BEACON, 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 Agreement.

- 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. For avoidance of doubt, any research or report prepared with data the University already owns, the US Government would only have the right to the report, but not the data because the University already has the data in hand; and, thus, did not first produce the data, but did first produce the report.
- B. The paragraphs in this Section 11 are not applicable to material furnished to BEACON, The Bay Foundation, or CONTRACTOR by the U.S. Government and incorporated in the work furnished under this Agreement provided that such incorporated material is identified by BEACON, The Bay Foundation, or CONTRACTOR at the time of delivery of such work.

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

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.**

- A. 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, Title 40, Code of Federal Regulations (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 Title 40 CFR Part 33.502. The U.S. EPA, the State of California, the State Auditor General per California Government Code Section 8546.7, the Comptroller General of the United States, the U.S. Dept. of Labor, The Bay Foundation, BEACON, 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 Title 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 Title 40 CFR Part 30, Title 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.

- B. CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.
- C. If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all reasonable costs incurred by BEACON associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from BEACON, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to BEACON as specified by BEACON in the notification.

15. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to defend, indemnify

and hold harmless the BEACON and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

16. **NONDISCRIMINATION.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended. 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.

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

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

19. **TERMINATION.**

A. **By BEACON.** BEACON may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for BEACON's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** Either party may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by BEACON, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on either party from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise

available for payments in the fiscal year(s) covered by the term of this Agreement, then BEACON will notify CONTRACTOR of such occurrence and BEACON may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, BEACON shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, BEACON may, at BEACON's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify BEACON as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

B. **By CONTRACTOR.** Except where BEACON withholds payment pursuant to other terms of this Agreement, should BEACON fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by BEACON within thirty (30) days of written notice to BEACON of such late payment.

C. **Upon termination,** CONTRACTOR shall deliver to BEACON all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as BEACON may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, BEACON shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to BEACON such financial information as in the judgment of BEACON is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of BEACON shall be final. The foregoing is cumulative and shall not affect any right or remedy which BEACON may have in law or equity.

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

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

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

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

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

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

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

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

28. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court. Notwithstanding Washington state law shall prevail for insurance and indemnification purposes per RCW 28B20.250 et seq.

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. **STOP WORK NOTICE.** Immediately upon receipt of a written notice from BEACON to stop work, the CONTRACTOR shall cease all work under this Agreement. In addition, BEACON may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 7 days. BEACON shall incur no liability for a stop work notice or suspension under this provision and suspension shall not constitute a breach of this Agreement.

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

CONTRACTOR:
University of Washington

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

By: _____
Authorized Representative

Name: _____

Title: _____

By: _____
Vianey Lopez
Chair
Board of Directors

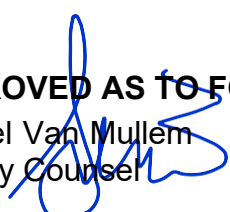
Date: _____

ATTEST:
Marc Beyeler
BEACON Executive Director
Clerk of the Board



By: _____

APPROVED AS TO FORM:
Rachel Van Mullen
County Counsel



By: _____
Deputy County Counsel

EXHIBIT A
Scope of Services
Beach Use Characterized by Mobile Phone Trip Data

Project Summary

CONTRACTOR, University of Washington, will research methods for identifying beach use patterns and beach user characteristics in southern California that integrate traditional on-the-ground visitation with mobile phone location data.

The purpose of this research is to identify and analyze beach use patterns at different beach locations and identify and analyze regional and local coastal public access needs. BEACON will use the results to examine regional beach use patterns and identify beach user needs and preferences.

CONTRACTOR will provide research, analysis, and data for numerous coastal beach areas. The research will consider how to integrate mobile phone location data alongside other beach use data being collected on-the-ground in the form of beach counts and beach user intercept surveys.

Research Questions

CONTRACTOR will assist BEACON in refining data methods to address a range of beach visitation analysis needs and research questions, including both general and specific research objectives:

1. How best can mobile phone location data provide a useful additional data source of beach use and beach user information to complement traditional on-the-ground beach counts?
2. How accurately can visitation data be creating using cell data when combined with on the ground counts?
3. What limitations must be identified and addressed in research designs to maximize the accuracy and efficiency of the data (ex. spatial POI definition)?
4. Can large-scale mobility data contribute to our understanding of beach use as it relates to other conditions (e.g. extreme heat, water quality, waves conditions, COVID)?

Deliverables

The CONTRACTOR shall provide the following:

1. **Timeframe for Data Acquisition:** Contractor shall provide cell phone location data showing beach visitation for the period from June 2021 through December 31, 2024.

2. **Visitation metrics:**
 - a. Daily unique visitors
 - i. In each 24 hours by beach access destination location by day.
 - ii. Specific windows to match our on-the-ground collections (ex. 10AM-6PM).
 - b. Hourly visitation counts (number of people present at the top of the hour to conceptually match periodic/snapshot counts of people).
 - c. Distribution of visit duration (time at beach access destination location) by day for each beach access destination location.
3. **Visitor origin metrics:** Daily visitors aggregated by census block group (number of visitors from each census block group each day).
 - a. Socio-demographic description of visitors based on census block group data
 - b. Travel time between each census block and the beach destinations
4. **Spatial distribution (heat maps):**
 - a. Distribution of use (eg unique visitors) per grid cell within each POI.
 - i. The spatial and temporal resolution of the aggregation will depend on the research into the validity of the methods – but ideally at a 10 meter or better resolution, and by day, week, month, season, and year
5. **Data Processing, Review and Delivery:** Data will be available to the BEACON as machine-readable and downloadable files, such as .csv. Deliverable will include technical memo describing the data processing from source to metrics described and appropriate metadata.
6. **Communications:** Provide a presentation and discussion of results with BEACON Executive and Program staff.
7. Communication, **Visualization, Data Display Products and Decision Support Tools.** Consultation on hosting and publicly making available and communicating the data and insights derived from this work. The data delivery should allow for creation of web-friendly data visualizations for future portal/dashboard interface.

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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 **\$180,000**.
- 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. **Quarterly**, the 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.

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EXHIBIT C
Indemnification and Insurance Requirements

INDEMNIFICATION

To the extent permitted by applicable law, including the case of UW, RCW 28B20.250 et seq., each party will defend, indemnify, and hold harmless the other Party, including its regents, directors, officers, employees, faculty, students and agents (collectively, the “Indemnified Parties”), from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including attorney fees and legal costs, for death or injury of any person and for loss or damage to any property, that are a result of the negligence of the Indemnifying Party or the failure of the Indemnifying Party to perform its obligations under this Agreement; providing, however, the Indemnifying Party shall not be obligated to defend, indemnify, and hold harmless any Indemnified Party to the extent any such losses, claims, liabilities, damages, and costs are the result of the negligence of an Indemnified Party or the failure of an Indemnified Party to perform any obligation under this Agreement.

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.

CONTRACTOR SELF-INSURANCE

CONTRACTOR hereby notifies BEACON that as an agency of the State of Washington and in accordance with Washington law, CONTRACTOR maintains a self-insurance program pursuant to RCW §§28B.20.250, 28B.20.253, and 28B.20.255. Upon Sponsor’s request, CONTRACTOR will provide BEACON proof of insurance or loss coverage.