



A California Joint Powers Agency

**Member Agency  
Representatives**

Monica Solorzano  
*City of Carpinteria*

Kyle Richards, Vice-Chair  
*City of Goleta*

Gabe Teran  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Doug Halter  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Laura Capps  
Das Williams  
*County of Santa Barbara*

Vianey Lopez, Chair  
Matt LaVere  
*County of Ventura*

**Executive Director**  
Marc Beyeler

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

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

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

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

## SPECIAL MEETING NOTICE

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND  
NOURISHMENT (BEACON)  
December 19, 2024**

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

**DATE: Thursday, December 19, 2024**

**TIME: 9:30 AM**

**PLACE: IN-PERSON (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**

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

1. You may observe the live meeting of the Board of Directors via Zoom Meeting:  
<https://us02web.zoom.us/j/81388714405?pwd=OWSEPTafjREtGfKehMnvxVazhHrahV.1>

Meeting ID: 813 8871 4405  
Passcode: 877868

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: [813 8871 4405](tel:81388714405) and Passcode: [877868](tel:877868).
3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:
  - a. Distribution to the Board. Submit comments via email to [Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Tuesday, December 17, 2024, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Tuesday, December 17, 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](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Tuesday, December 17, 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 September 20, 2024. (Exhibit 1).
- D. Adopt Resolutions of Appreciation and Thanks for BEACON Board Members Das Williams and Kyle Richards (Exhibit 2).



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

**3. Presentations -**

Receive presentations from Mr. Andrew Raaf, Environmental Manager, Santa Barbara County Flood Control District, on the District's 'Smart Beaches' Nourishment Program, and Erin Maker, Environmental Program Manager, City of Carpinteria, on the City's Living Shoreline Project. Both projects are in coordination with the Coastal Conservancy.

**4. Projects – No project updates.**

**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. 2025 BEACON Meeting Schedule**

***Recommended Action:***

Review and adopt the 2025 Meeting Schedule.

**C. BEACON Budget Review**

***Recommended Actions:***

- i. Receive a Staff Report on BEACON Budgeting; and
- ii. Direct Staff to include a range of dues and budget options in Fiscal Year 2025-26 Draft Budget for future Board consideration.

**D. BEACON Contracts and Agreements**

***Recommended Actions:***

- i. Approve and authorize the Chair to execute an Agreement with Dorothy Horn to provide professional data and Geographic Information Systems (GIS) professional services with a term of December 19, 2024 to June 30, 2025, in an amount not to exceed \$21,600 (Attachment 1).
- ii. Approve, authorize, and ratify Amendment No. 1 to the Agreement with Integral Consulting Inc. to extend the term an additional 6 months with a revised end date of March 31, 2025 with no change in the Scope of Work or the amount of the original agreement which totals \$50,000 (Attachment 2).

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

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

Upcoming January 2025 Meeting Agenda:

- A. Chair Report on BEACON Board Membership and Organization-Selection of Chair and



- Vice Chair
- B. Presentation-Status of Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning
- C. Project Updates
- D. Budget and Financial Actions

## 7. Adjourn

### **Late Distribution of Materials**

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



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
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**Executive Director**  
Marc Beyeler

**Santa Barbara Address:**  
105 East Anapamu, Suite 201  
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501 Poli St.  
P.O. Box 99  
Ventura, CA 93001

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Office@Beacon.ca.gov

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

**Meeting Date: December 19, 2024**  
**Agenda Item: 1B-D**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: December 12, 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 September 20, 2024. (Exhibit 1).
- D. Adopt Resolutions of Appreciation and Thanks for BEACON Board Members Das Williams and Kyle Richards (Exhibit 2).

**ITEM 1C – Approval of Minutes**

**EXHIBIT I**

**Minutes from September 20, 2024, Board Meeting**

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, September 20, 2024

**TIME:** 9:00 AM

**PLACE:** IN-PERSON IN CARPINTERIA & TELECONFERENCE

<b>Item</b>	<b>1A</b>	<b>Call to Order, Roll Call, and Introductions – Vice Chair, Kyle Richards</b>
<b>Minutes / Actions:</b>		<p><b>Directors Present:</b></p> <ul style="list-style-type: none"> <li>• Vianey Lopez (County of Ventura)</li> <li>• Laura Capps (County of Santa Barbara)</li> <li>• Kyle Richards (City of Goleta)</li> <li>• Eric Friedman (City of Santa Barbara)</li> <li>• Monica Solórzano (City of Carpinteria)</li> <li>• Gabe Teran, (City of Oxnard) REMOTE</li> <li>• Steven Gama (City of Port Hueneme)</li> </ul> <p><b>Directors Not Present:</b></p> <ul style="list-style-type: none"> <li>• Matt LaVere (County of Ventura)</li> <li>• Das Williams (County of Santa Barbara)</li> <li>• Doug Halter (City of Ventura)</li> </ul>
<b>Item</b>	<b>1B - C</b>	<p><b>Approval of Administrative Items</b></p> <p><b>B. Approval of Agenda and Filing of Certificate of Agenda Posting.</b></p> <p><b>C. Consideration and Approval of Minutes of the BEACON Meeting held on July 19, 2024.</b></p>
<b>Minutes / Actions:</b>		<p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Motion to approve Administrative Agenda. Moved by Richards / Second by Gama. Unanimously approved.</b></p>
<b>Item</b>	<b>2</b>	<p><b>Public Comment and Other Matters not on the Agenda</b></p> <p><b>Receive public comments.</b></p>
<b>Minutes/ Actions:</b>		<p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>Item</b>	<b>3</b>	<p><b>BEACON Board Visioning Discussion Session Review.</b></p> <p><b>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).</b></p>
<b>Minutes/ Actions:</b>		<p>Executive Director Beyeler reminded the Board that in July we had a very lively and productive discussion of BEACON’s visioning. Mr. Beyeler introduced Stacy Miller and</p>

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Terri Nisich from Stacy Miller Public Affairs, to present a power point summarizing the findings of the July 19, 2024, workshop.

The presentation is available on the BEACON Website.

- Chair Lopez thanks the Stacy Miller Team and asked if any Board members had questions.
- Director Gams said is he is wearing a T-Shirt that says “Looking West” which is band. All our communities look west. The coast meets the land in our jurisdictions. We need good science, good policies to benefit our resources and I believe we should consider bringing in the City Guadalupe in the BEACON fold.
- Director Friedman indicated he appreciated the work done on the visioning workshop. The process helped us all to better get know each other, which is very important. Beach access surfaced at the Coastal Commission hearing the previous week and at the Coastal Access Workshop. One of the items raised was the Coastal Access Shed. Which represents the large areas where all peoples come to visit the beaches in our jurisdictions. As Mr. Beyeler indicated the shed is large and extends well into the inland empire of California. And interestingly, many of the inland communities always go to the same beaches.
- Stacy Miller indicated that she grew up in inland California, but throughout the summers of her youth, she would take the bus to the beach as often as possible. These beach times were very important to her.
- Director Gama indicated that at the PH Beach festival we have a variety of people attending from all over California.
- Chair Lopez indicated that circling back to the Beach Access Workshop hosted by BEACON in Ventura earlier in the month, one of the discussions was to define what Beach Access is? We sit on BEACON as representatives of coastal communities. But we have cities in our regions who are driving out to the beaches, wherever they are from. We need to spread awareness of what BEACON is doing. Not just for our immediate communities but also the greater inland communities.
- Director Richards indicated that Old Town Goleta is within a mile of Goleta Beach (which is a County Park). But there is no easy way to get to the beach. The City working on the San Jose Creek Bike Path Project which would provide a straight shot to Goleta Beach. Just because we are within a mile of a beach does not necessarily mean that there is good access to it. We need to be aware of providing good beach access to the greater California community as well as isolated islands within our coastal communities.
- Director Gama that going back to the 80’s there is a place called Jalama Beach for which access was/is difficult. Access to each beach is unique and requires unique solutions.
- Executive Director Beyeler asked what is next in this process? Life is a journey not a destination. At the beginning of 2025 we will do a review of our Strategic Plan. This involves many steps. We will be coming back to you to discuss how to right-size the strategic plan update process, which will take many months through the next calendar year. My concern is not to get to much into the weeds? So, I am always trying to bring



## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, September 20, 2024

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	<p>things up to a higher level. Has the Board heard of the Safe Route to the Beach Program? Well, there actually isn't one but there should be. But it is the kind of massaging that BEACON can bring to the table. We are working to identify messages that resonates with the people to redesign the land use and transportation to enhance beach access. Staff welcome the Board's creative energy to inform this effort.</p> <ul style="list-style-type: none"> <li>• Chair Lopez thanked Executive Beyeler and looks forward to keep the Strategic Plan fresh.</li> </ul> <p><b>Public Comments:</b> Public Speaker stated he worked for MTD and they provided many route to access beaches. And the same for bus service in Ventura.</p>
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<b>Item</b>	<b>5A</b>	<p><b>BEACON Organization and Program</b> <b>Board Members Reports</b></p>
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Director Friedman reported that on September 11, 2024, he attended the Coastal Commission Local Working Group workshop on neighborhood-scale adaptation planning. If you wish to see/hear more details please go to the Coastal Commission Website for the September 11, 2024.</li> <li>• Chair Lopez indicated it would be worthwhile to include a discussion of the Coastal Commission Local Working Group workshop on a future BEACON agenda.</li> <li>• Director Richards reported that on September 3, 2024 the City hosted a meeting of the State Land Commission and it was reported that as of September all 30 wells of Platform Holly has been abandoned and plugged. In addition, Mr. Richards reported that the week of September 21, 2024, is the City's Creek Week, with various creek cleanup activities.</li> <li>• Director Gama reported that the Port Hueneme has a number of beach four beach cleanup events.</li> <li>• Director Capps reported she would be a cleanup event for Ledbetter Beach. Director Capps further added that such clean ups add a lot of data to support clean up policies regarding plastics etc.</li> <li>• Director Solorzano indicated that the City of Carpinteria will be running a Salt Marsh Preserve tours and creek cleanup events for Carpinteria Creek.</li> <li>• Chair Lopez reported that she attended a portion of the Beach Access Research Workshop in Ventura. Participants from France and Brazil attended as well as al the California representatives.</li> <li>• Director Teran reported that the City of Oxnard's local coastal program updates continue.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul>

<b>Item</b>	<b>5B</b>	<p><b>BEACON Budget Actions and Financial Reports</b> <b>No Items.</b></p>
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## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, September 20, 2024

**TIME:** 9:00 AM

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<b>Item</b>	<b>5C</b>	<p><b>Contracts and Agreements</b></p> <ul style="list-style-type: none"> <li>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).</li> <li>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).</li> <li>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).</li> <li>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).</li> <li>v. Approve and authorize the Chair to execute an Agreement with Outdoor R&amp;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).</li> </ul>
<b>Minutes/ Actions:</b>	<p>Executive Director Beyeler explained BEACON must hire consultants and other partners. We could not do the work without this assistance. Before you today are some agreements. One of them is the budget audit which we bring before you every two years. We must follow budget and accounting rules. We are able to secure consultant budgets that are frankly a lot less due to the consultant's willingness to support BEACON. The second agreement I want to highlight is the agreement with HDR to prepare a Best Practices Manual that will capture the lessons learned from South Santa Barbara County regarding completed projects that modify existing debris basins to allow the natural sediment transport process and thereby enhance the delivery of sediment to our coastline. This activity is a good example of how BEACON secured funds to contribute to the delivery of these projects and also to develop these guidelines to help inform other flood control agencies, such as Ventura County. So, a lot of benefit. There are two other agreements with universities before you today. Both are</p>	

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

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	<p>related to the data research related to beach access, and the population. The universities perform this type of work very well.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• Director Gama indicated that he recently met with the President of CSUCI and he indicated that there is a new undergraduate research program that has been initiated. Which is great to see the involvement of undergraduates in research.</li> <li>• Executive Director Beyeler responded that CSUCI used undergraduate students to do beach counts this last summer including interview protocols. We had to train the students on how to do this work. Professor Patsch over saw this effort.</li> <li>• Director Solorzano asked if the Board could receive a presentation on the Best Practices Manual once it is complete. Executive Director Beyer responded that he would arrange this.</li> <li>• Brian Brennan reported that in early September Gerald Comati delivered a presentation to Smart Coast California on the Basin Modifications to great response.</li> <li>• Executive Director Beyeler reported that we are always trying to present technical information and data to varies bodies whenever we can. We will be bring the Debris Basin Project back to the Board once it is completed this year. Mr. Beyeler also wanted state how complicated and time consuming all these projects and agreements and how much time the BEACON staff spend on them, including the vital role of Santa Board County Legal Counsel and the Auditor Controllers Office of Ventura.</li> <li>• Director Richards indicated that he was very interested in hearing a report on the debris basin modification projects.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Motion to approve all items. Moved by Solorzano / Second by Richards. Unanimously approved.</b></p>
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<b>Item</b>	6	<p><b>Executive Director’s Report and Communications</b></p> <p><b>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.</b></p>
<b>Minutes/ Actions:</b>		<p>The Executive Director indicated that, as mentioned by the Chair, BEACON did host for the Beach Access Research Workshop. There a lot of common themes related to coastal access. BEACON’s focus is the issue of the public’s right to access a public beach. BEACON wants to protect this right. But there are disputes related to private property rights and public access and BEACON can contribute to resolutions. Coastal access has been underrepresented in the BEACON Strategic Plan and we will address when we re-look at the strategic plan.</p>

# BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, September 20, 2024**

**TIME: 9:00 AM**

**PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE**

The SAC has been in place for a few years, and we will have a our annual SAC meeting later in September. We also have an annual SAC/Agency managers meeting, the last one was held in November 2023, and we will host another meeting in early 2025. This joint meeting is critical.

There will be changes in the Board composition starting in January 2025. Currently we are on a two-year cycle for officer terms and in January the Board will be voting on the new officers. Staff hopes that there is continuity for BEACON assigned agency members.

Also, in January we would be adopting the new meeting schedule. The schedule is currently the third Friday of every other month starting in January.

We have advanced the budget discussion to begin in November with a report from the ad hoc committee mtg.

In January 2025 we will also bring you a report on the completion of at least two of our grant funded projects.

### **Board Members Comments:**

- Director Richards asked if there will be an opportunity for more Board interaction with the SAC.
- Executive Director Beyeler responded that Board members can attend the annual SAC meeting, but we have to be in compliance with the Brown Act and not have a quorum. Board members who are interested should indicate so to me and it would be first come first served up to five members.
- Chair Lopez asked that the SAC meeting notice be sent to Board Members.
- Director Gama indicted that he has a contact with Amgen. It is a massive company, interested in contributing to the discussion on Beach Access and beach cleanups. We need to coordinate with these companies.
- Director Teran also asked to see the notice for the SAC meeting for both Board members and agency staff.
- Director Richards reported that the City of Goleta has contributed funds to the next phase of the Kelp Anchor Demonstration Project. An updated report on the project would be welcome.
- Executive Director Beyeler, indicted that there is a second kelp related permitted project in Goleta Bay and it would be great have reports from both kelp projects.

### **Public Comments:**

- None.

**The next Board Meeting will be held on November 15, 2024, 9:00 AM, at the City of Carpinteria**

# **BEACON BOARD OF DIRECTORS' MEETING MINUTES**

**DATE: Friday, September 20, 2024**

**TIME: 9:00 AM**

**PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE**

**City Council Chambers.**

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

**ITEM 1D – Adopt Resolutions of Appreciation and Thanks**

**EXHIBIT 2**

**Adopt Resolutions of Appreciation and Thanks for BEACON Board Members  
Das Williams and Kyle Richards**



**RESOLUTION OF THE BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND  
NOURISHMENT (BEACON)  
VENTURA AND SANTA BARBARA COUNTIES, CALIFORNIA**

<b>IN THE MATTER OF DIRECTOR DAS WILLIAMS</b>	<b>RESOLUTION 2024-4</b>
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**WHEREAS**, Das Williams, Council Member for the City of Santa Barbara served as a BEACON Director from 2004 to 2010; and

**WHEREAS**, Das Williams served as the 37<sup>th</sup> District State Assemblyman from 2012 to 2016; and

**WHEREAS**, Das Williams, Supervisor for the County of Santa Barbara served as a BEACON Director from 2017 to 2024; and

**WHEREAS**, during his tenure he provided leadership in advancing regional sediment management and beach nourishment projects, restoring and enhancing coastal resources and preserving local beaches; and

**WHEREAS**, during his tenure as a BEACON Director, Das Williams initiated the Kelp Anchor Demonstration Project in Goleta Bay; and

**WHEREAS**, BEACON wishes to recognize the service provided to BEACON by Supervisor Das Williams.

**THEREFORE, BE IT RESOLVED** that the Board of Directors of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) acknowledges and extends its warmest gratitude to Supervisor Das Williams for his dedicated service as Director providing leadership, wisdom and guidance towards the advancement of BEACON as an Agency and towards the protection of the BEACON coast.

Resolved by the Board of Directors of BEACON, this 19 day of December, 2024:

\_\_\_\_\_  
Vianey Lopez, BEACON Chair

Attest:

\_\_\_\_\_  
Marc Beyeler, Executive Director



**RESOLUTION OF THE BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND  
NOURISHMENT (BEACON)  
VENTURA AND SANTA BARBARA COUNTIES, CALIFORNIA**

**IN THE MATTER OF DIRECTOR KYLE RICHARDS**

**RESOLUTION 2024-3**

**WHEREAS**, Kyle Richards, Council Member for the City of Goleta served as a BEACON Director from 2016 to 2024; and

**WHEREAS**, during his tenure he originated successful changes to the BEACON Bylaws acknowledging concerns for the health of our local ocean as a BEACON priority; and

**WHEREAS**, Kyle Richards is retiring as Council Member of the City of Goleta, and

**WHEREAS**, BEACON wishes to recognize the service provided to BEACON by Council Member Kyle Richards.

**THEREFORE, BE IT RESOLVED** that the Board of Directors of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) acknowledges and extends its warmest gratitude to Council Member Kyle Richards for his dedicated service as Director providing leadership, wisdom and guidance towards the advancement of BEACON as an Agency and towards the protection of the BEACON coast.

Resolved by the Board of Directors of BEACON, this 19th day of December, 2024:

\_\_\_\_\_  
Vianey Lopez, BEACON Chair

Attest:

\_\_\_\_\_  
Marc Beyeler, Executive Director





A California Joint Powers Agency

**Member Agencies**

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Vianey Lopez, Chair  
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**Executive Director**  
Marc Beyeler

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

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

**Email:**  
[Office@Beacon.ca.gov](mailto:Office@Beacon.ca.gov)

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

**STAFF REPORT**

**Meeting Date: December 19, 2024**  
**Agenda Item: 2**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: December 12, 2024**

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

**RECOMMENDED ACTION:**

Receive Public Comments.



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
*City of Carpinteria*

Kyle Richards, Vice-Chair  
*City of Goleta*

Gabe Teran  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Doug Halter  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Laura Capps  
Das Williams  
*County of Santa Barbara*

Vianey Lopez, Chair  
Matt LaVere  
*County of Ventura*

**Executive Director**  
Marc Beyeler

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**STAFF REPORT**

**Meeting Date: December 19, 2024**  
**Agenda Item: 3**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: December 12, 2024**

**Subject: Presentations**

**RECOMMENDED ACTION:**

Receive presentations from Mr. Andrew Raaf, Environmental Manager, Santa Barbara County Flood Control District, on the District's 'Smart Beaches' Nourishment Program, and Erin Maker, Environmental Program Manager, City of Carpinteria, on the City's Living Shoreline Project. Both projects are in partnership with the Coastal Conservancy.



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**STAFF REPORT**

**Meeting Date: December 19, 2024**  
**Agenda Item: 5A**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: December 12, 2024**

**Subject: Board Member Reports**

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



A California Joint Powers Agency

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**STAFF REPORT**

**Meeting Date: December 19, 2024**  
**Agenda Item: 5B**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: December 12, 2024**

**Subject: 2025 BEACON Meeting Schedule**

**RECOMMENDED ACTION:**

Review and adopt a 2025 Meeting Schedule.

**DISCUSSION:**

Every year the BEACON Board approves the meeting schedule for the upcoming calendar year. Staff is recommending that the Board approve the BEACON Meeting schedule for 2025.

Traditionally, BEACON Board Meetings are held on the third Friday of every other month in the calendar year, starting with January, and including March, May, July, September, and November.

BEACON staff are recommending the Board retain that schedule with one exception\* in order to allow time for member agencies to appoint BEACON Board member representatives.

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

January Meeting	January 24, 2025 (4 <sup>th</sup> Friday)*
March Meeting	March 21, 2025
May Meeting	May 16, 2025
July Meeting	July 18, 2025
September Meeting	September 19, 2025
November Meeting	November 21, 2025



A California Joint Powers Agency

**Member Agencies**

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*City of Goleta*

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*City of Oxnard*

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*City of Port Hueneme*

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**STAFF REPORT**

**Meeting Date: December 19, 2024**

**Agenda Item: 5C**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Chair, BEACON Board of Directors**  
**Date: December 12, 2024**

**Subject: BEACON Budget Review**

**RECOMMENDED ACTIONS:**

- i. Receive a Staff Report on BEACON Budgeting; and
- ii. Direct Staff to include a range of dues and budget options in Fiscal Year 25-26 Draft Budget for future Board consideration.

**DISCUSSION:**

At the December 2023 Special Board Meeting, the Board of Directors appointed an Ad-Hoc Budget Committee upon the recommendation of the Executive Committee, supporting a proposal of the Executive Director.

For the past year, BEACON Executive Staff has coordinated multiple meetings with the Ad Hoc Budget Committee. Over the meetings, the staff presented detailed budget and dues information, including summary of annual operating budgets for the past four years, as well as detailed information on agency staffing and BEACON's professional and technical services personnel.

Additionally, staff presented a range of dues and budget options to support work for the next three to five years. Following discussions with the Ad-Hoc Budget Subcommittee and with support of the members, staff presented a budget review to Executive Committee members at their meeting held on November 4, 2024.

Each year the BEACON Board of Director adopts an annual budget, including an operations budget. The operations budget is nearly exclusively funded out of annual member dues. As part of this annual operations budgeting BEACON staff present a recommendation to the BEACON Board regarding yearly member dues.

In the past four years the BEACON operations budget has modestly grown through cost-of-living increases in member dues. The last significant member dues increase occurred in 2020 when dues were increased by 100 percent to allow BEACON to retain a paid Executive Director in addition to its specialist contractors. At the time BEACON Staff indicated that any proposed dues increases for the next four years (Fiscal Years 2021-22



through 2024-25), would be limited to no more than the regional Cost of Living (COL) factor. For the past four years on the recommendation of the BEACON Executive Director, member dues increases have been limited by Board action to no more than the annual Cost-of-Living inflation numbers provided by the Ventura County Auditor-Controller's office.

Over the past year, the staff, members of Ad Hoc Committee, and most recently, members of the Executive Committee have discussed the staff's assessment that to continue and to increase BEACON's program activities, outputs, and outcomes, additional professional staff resources are needed. Staff is suggesting the BEACON Board consider several options for increasing dues to support additional professional staff resources.

In the opinion of the Executive Director, the principal constraining factor in maintaining and at all increasing BEACON's impact, is the need for additional professional services capacity. Current professional services consultant personnel total less than 2 full time staff. BEACON staff have achieved numerous results with very limited fiscal resources, but we have reached the agency's staffing and budgeting limits.

Executive Staff recommend that the Board consider a range of potential dues increases set to the cost of increasing one or two experienced and highly trained consultant staff. There are two distinct areas of additional need, one for a grants management and administrative specialist and another for additional technical and science data, and GIS support.

Staff is recommending members support the presentation of dues and budget options that include focused and limited growth of BEACON's professional services capacity. Staff are recommending the Board direct staff to prepare dues and budget options in the 2025-26 Fiscal Year for discussion and action at future Board meeting(s).

Exhibit 1. FY 2025-2026 Budget Options.

**ITEM 5C - BEACON Budget Review**

**EXHIBIT 1**

**FY 2025-2026 Budget Options**

<b>BEA - 5665 BEACON OPERATIONS</b>	<b>Actuals FY 2021</b>	<b>Actuals FY 2022</b>	<b>Actuals FY 2023</b>	<b>Adjusted Budget FY 2024</b>	<b>Recommended Budget FY 2025</b>
2031 - COMMUNICATIONS	0	0	0	10,000	12,100
2072 - INSURANCE	3,742	4,715	5,023	5,500	6,000
2131 - MEMBERSHIPS AND DUES	875	850	688	2,000	1,100
2159 - MISCELLANEOUS EXPENSE	1,989	287	3,370	5,003	5,000
2183 - ENGINEERING AND TECHNICAL SURVEYS	72,624	82,978	119,081	95,001	115,000
2185 - ATTORNEY SERVICES	17,360	10,850	12,804	15,000	15,000
2199 - OTHER PROFESSIONAL AND SPECIALIZED SERVICES NON IS	204,839	150,906	133,601	207,500	182,140
2273 - EDUCATION CONFERENCE AND SEMINARS	921	1,350	3,340	14,000	12,500
2292 - TRAVEL EXPENSE	0	0	1,285	6,500	3,500
<b>20 - SERVICES AND SUPPLIES SUBTOTAL</b>	<b>302,350</b>	<b>251,936</b>	<b>279,191</b>	<b>360,503</b>	<b>352,340</b>
6101 - CONTINGENCIES	0	0	0	0	8,087
<b>60 - CONTINGENCIES SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,087</b>
<b>EXPENSE SUBTOTAL</b>	<b>302,350</b>	<b>251,936</b>	<b>279,191</b>	<b>360,503</b>	<b>360,427</b>
8911 - INVESTMENT INCOME	1,482	1,388	9,247	4,530	14,374
<b>89 - REVENUE USE OF MONEY AND PROPERTY SUBTOTAL</b>	<b>1,482</b>	<b>1,388</b>	<b>9,247</b>	<b>4,530</b>	<b>14,374</b>
9252 - STATE OTHER	0	0	0	0	0
9371 - OTHER GOVERNMENTAL AGENCIES	305,210	304,159	319,670	335,973	346,053
<b>90 - INTERGOVERNMENTAL REVENUE SUBTOTAL</b>	<b>305,210</b>	<b>304,159</b>	<b>319,670</b>	<b>335,973</b>	<b>346,053</b>
9770 - CONTRIBUTIONS AND DONATIONS	0	0	100	0	0
9790 - MISCELLANEOUS REVENUE	0	0	29	0	0
<b>97 - MISCELLANEOUS REVENUES SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>129</b>	<b>0</b>	<b>0</b>
<b>USE OF FUND BALANCE &amp; CONTINGENCY</b>				<b>20,000</b>	
<b>REVENUE SUBTOTAL</b>	<b>306,692</b>	<b>305,547</b>	<b>329,046</b>	<b>360,503</b>	<b>360,427</b>
<b>OPERATING LOSS/(GAIN)</b>	<b>(4,341)</b>	<b>(53,611)</b>	<b>(49,855)</b>	<b>0</b>	<b>0</b>



**BEACON PROPOSED BUDGET FOR FY 2025-26**

Fund O025	Division/ Unit Code	Account Code	FY 2022-23 Actual- Unaudited Financials	FY2023-24 Adjusted Budget	FY 2024-25 Adopted Budget	FY 2025-26 Proposed Budget Option 1 Status Quo 3%	FY 2025-26 Proposed Budget Option 2 Path to Strength 15%	FY 2025-26 Proposed Budget Option 3 Half Strength 30%	FY 2025-26 Proposed Budget Option 4 Full Strength 50%					
						3% CPI - Dues Increase	15% - Dues Increase	30% - Dues Increase	50% - Dues Increase					
<b>FINANCING SOURCES</b>														
<b>Fund Balance</b>														
Appropriation of Fund Balance					10,000.00	-	-	-	-					
<b>Revenue</b>														
<b>Operating Revenue:</b>														
Investment Income						5665	8911	10,483	4,530	14,374				
Membership Dues						5665	9371	319,670	335,973	346,053				
Contributions and Donations						5665	9770	2,906	-	-				
Miscellaneous Revenue						5665	9790	29	-	-				
<b>Subtotal - Operating Revenue:</b>						<b>333,088</b>	<b>340,503</b>	<b>360,427</b>	<b>370,808</b>	<b>412,334</b>	<b>464,244</b>	<b>533,455</b>		
<b>Grant and Project Revenue:</b>														
Grant Funding (OPC-Debris Basin Modification Project)						5668	9252	7,585	-	-	-	-		
Grant Funding (OPC-RSM/SLR Adaptation)						5668	9252	169,489	199,101	-	-	-		
Grant Funding (California Coastal Commission Grant-RCAMP)(City of Santa Barbara)						5668	9252	43,452	431,548	-	-	-		
Surfer's Point						5668	9252	-	-	-	-	-		
Grant Funding (The Bay Foundation-Coastal Access & Beach Visitor Data)						5668	9252	-	336,250	-	-	-		
<b>Subtotal - Grant and Project Revenue:</b>						<b>220,526</b>	<b>956,899</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Total - Revenue:</b>						<b>553,614</b>	<b>1,307,402</b>	<b>360,427</b>	<b>370,808</b>	<b>412,334</b>	<b>464,244</b>	<b>533,455</b>		
<b>TOTAL FINANCING SOURCES</b>						<b>553,614</b>	<b>1,307,402</b>	<b>370,427</b>	<b>370,808</b>	<b>412,334</b>	<b>464,244</b>	<b>533,455</b>		
<b>EXPENDITURES</b>														
<b>Operating Expenses (Overhead):</b>														
Communication & Outreach						5665	2031	10,000	12,100	20,000	20,000	20,000	20,000	
Insurance						5665	2072	5,023	5,500	6,000	6,500	6,500	6,500	
Memberships and Dues						5665	2131	688	2,000	1,100	2,500	2,500	2,500	
Miscellaneous Expense						5665	2199	3,370	5,003	5,000	5,000	5,000	5,000	
Technical Services						5665	2183	116,056	95,001	115,000	116,308	128,000	148,800	177,324
Attorney Services						5665	2185	12,804	15,000	15,000	15,500	15,500	15,500	
Accounting Services						5665	2199	-	20,000	20,000	20,000	20,000	20,000	
Professional & Specialized Services						5665	2199	133,601	207,500	162,140	165,000	185,544	215,631	254,500
Training and Education: Conferences, Workshops, and Seminars						5665	2273	3,340	14,000	12,500	15,000	15,000	15,000	
Travel Expenses - (Mileage, Travel & Conf.)						5665	2292	1,285	6,500	3,500	5,000	5,000	5,000	
<b>Subtotal - Operating Expenses:</b>						<b>276,167</b>	<b>360,504</b>	<b>352,340</b>	<b>370,808</b>	<b>403,044</b>	<b>453,731</b>	<b>521,324</b>		
<b>Grant Funding Expenditures:</b>														
Grant - OPC (Debris Basin Removal Proj.)						5668	2183	-	-	-	-	-		
Grant - OPC (Surfer's Point Proj.)						5668	2183	-	-	-	-	-		
Other Professional & Specialized Services - (Project Mgmt.)						5668	2199	96,250	-	-	-	-		
Engineering and Technical Surveys - CABV-SMBR						5668	2183	240,000	-	-	-	-		
<b>The Bay Foundation-Coastal Access &amp; Beach Visitor Data -CABV</b>						<b>336,250</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
Engineering and Technical Surveys - CCC-RCAMP-Cooperative City of Santa Barbara						5668	2183	27,452	59,000	-	-	-	-	
Professional & Specialized Services - (Project Mgmt.)						5668	2199	16,000	372,548	-	-	-	-	
<b>California Coastal Commission-Cooperative City of Santa Barbara</b>						<b>43,452</b>	<b>431,548</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
Professional & Specialized Services - (Project Mgmt.)						5668	2199	26,000	16,000	-	-	-	-	
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation						5668	2183	114,868	95,320	-	-	-	-	
<b>OPC Grant - RSM/SLR Adaptation:</b>						<b>140,868</b>	<b>111,320</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Subtotal - Grant Funding Expenditures:</b>						<b>184,320</b>	<b>879,118</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Contingencies:</b>														
Contingencies - Grant matching, Contract Amendments, New Programs.						5665	6101	-	8,087	-	9,300	10,513	12,131	
<b>Subtotal - Contingencies:</b>						<b>-</b>	<b>-</b>	<b>8,087</b>	<b>-</b>	<b>9,300</b>	<b>10,513</b>	<b>12,131</b>		
<b>TOTAL EXPENDITURES</b>						<b>460,487</b>	<b>1,239,622</b>	<b>360,427</b>	<b>370,808</b>	<b>412,344</b>	<b>464,244</b>	<b>533,455</b>		
<b>Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]</b>						<b>93,127</b>	<b>67,780</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Fund O025 - Beginning Fund Balance \$</b>						<b>216,124</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Fund O025 - Ending Fund Balance \$</b>						<b>309,251</b>	<b>309,251</b>	<b>309,251</b>	<b>309,251</b>	<b>309,251</b>	<b>309,251</b>	<b>309,251</b>		

**Fiscal Year 2025-2026**  
**BEACON Proposed Membership Dues**

Entity	Fiscal Year 2019-20	Board Approved Increase 100.00%	Fiscal Year 2020-21	CPI Increase 1.40%	Fiscal Year 2021-22	Board Approved Increase 5.10%	Fiscal Year 2022-23	CPI Increase 5.10%	Fiscal Year 2023-2024	CPI Increase 3.00%	Fiscal Year 2024-2025	Option 1 Status Quo 3.00%	Proposed Fiscal Year 2025-2026
County of Ventura	\$ 24,995.00	\$ 24,995.00	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 2,717.00	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 1,730.00	\$ 59,402.00
County of Santa Barbara	24,995.00	24,995.00	49,990.00	700.00	50,690.00	2,585.00	53,275.00	2,717.00	55,992.00	1,680.00	57,672.00	1,730.00	59,402.00
City of Santa Barbara	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	1,442.00	49,503.00
City of Oxnard	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	1,442.00	49,503.00
City of Buenaventura	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	1,442.00	49,503.00
City of Carpinteria	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	865.00	29,707.00
City of Port Hueneme	9,615.00	15,385.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	865.00	29,707.00
City of Goleta	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	865.00	29,707.00
	\$ 147,095.00	\$ 152,865.00	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 16,303.00	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 10,381.00	\$ 356,434.00

Entity	Fiscal Year 2019-20	Board Approved Increase 100.00%	Fiscal Year 2020-21	CPI Increase 1.40%	Fiscal Year 2021-22	Board Approved Increase 5.10%	Fiscal Year 2022-23	CPI Increase 5.10%	Fiscal Year 2023-2024	CPI Increase 3.00%	Fiscal Year 2024-2025	Option 2 Path to Strength 15.00%	Proposed Fiscal Year 2025-2026
County of Ventura	\$ 24,995.00	\$ 24,995.00	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 2,717.00	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 8,651.00	\$ 66,323.00
County of Santa Barbara	24,995.00	24,995.00	49,990.00	700.00	50,690.00	2,585.00	53,275.00	2,717.00	55,992.00	1,680.00	57,672.00	8,651.00	66,323.00
City of Santa Barbara	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	7,209.00	55,270.00
City of Oxnard	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	7,209.00	55,270.00
City of Buenaventura	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	7,209.00	55,270.00
City of Carpinteria	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	4,326.00	33,168.00
City of Port Hueneme	9,615.00	15,385.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	4,326.00	33,168.00
City of Goleta	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	4,326.00	33,168.00
	\$ 147,095.00	\$ 152,865.00	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 16,303.00	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 51,907.00	\$ 397,960.00

Entity	Fiscal Year 2019-20	Board Approved Increase 100.00%	Fiscal Year 2020-21	CPI Increase 1.40%	Fiscal Year 2021-22	Board Approved Increase 5.10%	Fiscal Year 2022-23	CPI Increase 5.10%	Fiscal Year 2023-2024	CPI Increase 3.00%	Fiscal Year 2024-2025	Option 3 Half Strength 30.00%	Proposed Fiscal Year 2025-2026
County of Ventura	\$ 24,995.00	\$ 24,995.00	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 2,717.00	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 17,302.00	\$ 74,974.00
County of Santa Barbara	24,995.00	24,995.00	49,990.00	700.00	50,690.00	2,585.00	53,275.00	2,717.00	55,992.00	1,680.00	57,672.00	17,302.00	74,974.00
City of Santa Barbara	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	14,418.00	62,479.00
City of Oxnard	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	14,418.00	62,479.00
City of Buenaventura	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	14,418.00	62,479.00
City of Carpinteria	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	8,653.00	37,495.00
City of Port Hueneme	9,615.00	15,385.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	8,653.00	37,495.00
City of Goleta	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	8,653.00	37,495.00
	\$ 147,095.00	\$ 152,865.00	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 16,303.00	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 103,817.00	\$ 449,870.00

Entity	Fiscal Year 2019-20	Board Approved Increase 100.00%	Fiscal Year 2020-21	CPI Increase 1.40%	Fiscal Year 2021-22	Board Approved Increase 5.10%	Fiscal Year 2022-23	CPI Increase 5.10%	Fiscal Year 2023-2024	CPI Increase 3.00%	Fiscal Year 2024-2025	Option 4 Full Strength 50.00%	Proposed Fiscal Year 2025-2026
County of Ventura	\$ 24,995.00	\$ 24,995.00	\$ 49,990.00	\$ 700.00	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 2,717.00	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 28,836.00	\$ 86,508.00
County of Santa Barbara	24,995.00	24,995.00	49,990.00	700.00	50,690.00	2,585.00	53,275.00	2,717.00	55,992.00	1,680.00	57,672.00	28,836.00	86,508.00
City of Santa Barbara	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	24,031.00	72,092.00
City of Oxnard	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	24,031.00	72,092.00
City of Buenaventura	20,830.00	20,830.00	41,660.00	583.00	42,243.00	2,154.00	44,397.00	2,264.00	46,661.00	1,400.00	48,061.00	24,031.00	72,092.00
City of Carpinteria	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	14,421.00	43,263.00
City of Port Hueneme	9,615.00	15,385.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	14,421.00	43,263.00
City of Goleta	12,500.00	12,500.00	25,000.00	350.00	25,350.00	1,293.00	26,643.00	1,359.00	28,002.00	840.00	28,842.00	14,421.00	43,263.00
	\$ 147,095.00	\$ 152,865.00	\$ 299,960.00	\$ 4,199.00	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 16,303.00	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 173,028.00	\$ 519,081.00



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

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

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

**Email:**  
Staff@Beacon.ca.gov

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

**STAFF REPORT**

**Meeting Date: December 19, 2024**

**Agenda Item: 5D**

**To: BEACON Board of Directors**

**From: Executive Director**

**Date: December 12, 2024**

**Subject: Contracts and Agreements**

**RECOMMENDED ACTIONS:**

- i. Approve and authorize the Chair to execute Agreement with Dorothy Horn to provide professional data and Geographic Information Systems (GIS) professional services with a term of December 19, 2024 to June 30, 2025 in an amount not to exceed \$21,600 (Attachment 1);
- ii. Approve, authorize, and ratify Amendment No. 1 to the Agreement with Integral Consulting Inc. to extend the term an additional 6 months with a revised end date of March 31, 2025 with no change in the Scope of Work or the amount of the original agreement which totals \$50,000 (Attachment 2).

**DISCUSSION:**

BEACON's professional services contracts for 'in-house' expertise are supported through its BEACON's annual operational budget funding. Staff identified the availability of Dorothy Horn for short-term contracting through June 2025. Dorothy Horn has specific data and GIS training and skills required by BEACON. In addition, Dorothy Horn has familiarity with BEACON projects in her role as a senior researcher at California State University Channel Island ( CSUCI). Attachment 1.

While this does not provide the long-term services BEACON staff would like to retain, it is a very good short-term option for BEACON as we have both immediate needs and long-term needs for these specific professional capabilities.

BEACON receives various grant funds to undertake research and to support its science activities. Amendment No. 1 to the consulting agreement with Integral Consulting Inc. will allow BEACON to complete a study of ways to better integrate Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation efforts at the regional level. The study will include an analysis of the best funding strategies to support these integrated program activities. The study is being supported by a survey of all interested stakeholders. The research supporting the study and the study itself is planned to be completed by the end of March 2025. Attachment 2.

**ITEM 5D - Contracts and Agreements**  
**ATTACHMENT 1**

**Professional Services Agreement with Dorothy Horn**

## 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 Dorothy Horn, having a principal place of business at 164 Highland Drive #2, Oxnard, CA 93035 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES**. Marc Beyeler at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Dorothy Horn at phone number 805-279-7491 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

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

To CONTRACTOR: Dorothy Horn  
164 Highland Drive #2  
Oxnard, CA 93035

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 December 19, 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 CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to BEACON, in writing, any potential conflict of interest. BEACON retains the right to waive a conflict of interest disclosed by CONTRACTOR if BEACON determines it to be immaterial, and such waiver is only effective if provided by BEACON to CONTRACTOR in writing.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

19. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR  
DOROTHY HORN**

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

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

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

Vianey Lopez,  
Chair  
Board of Directors

Date: November 15, 2024

**ATTEST:**

Marc Beyeler  
BEACON Executive Director

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

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

Senior Deputy County Counsel  
BEACON Counsel

## EXHIBIT A

### Scope of Services for Geographic Information Systems (GIS)

CONTRACTOR shall complete the following:

1. Obtain and collect a range of data encompassing physical, ecological, and social sources and topics for use in data analyses and as part of GIS to include but not limited to:
  - a. Information on the conditions of regional beaches;
  - b. Information on users and uses of regional beaches, including novel mobile data and on-the-ground beach counts and beach intercept surveys; and
  - c. Information detailing regional-level sea level rise (SLR) adaptation planning.
2. Complete data analysis and develop GIS analysis products and tools as follows:
  - a. Create GIS products such as dashboards, webmappers, or equivalent public information platforms;
  - b. Create data display tools, including charts, tables, and spreadsheets; and
  - c. Provide recommendations for the use of a range of data products and GIS to provide decision-support.

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

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

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

*[This area left blank intentionally.]*

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

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements unless otherwise described, up to but not to exceed **\$21,600**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by BEACON.
- C. **Monthly**, CONTRACTOR shall submit to the BEACON Designated Representative an invoice for the service performed over the period specified. The BEACON Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. BEACON shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Payment for services shall be at a fully loaded rate that includes, but is not limited to, all overhead charges and indirect costs. The per hour rate shall not exceed \$85.00. Payment for reimbursement of direct costs shall be at cost.
- F. Any necessary travel costs will be reimbursed at actual cost. Travel must be approved in writing by BEACON in advance. Travel costs shall be limited to \$500.00.

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

Mileage <sup>1</sup>	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs, and Transportation <sup>1,2</sup>	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

<sup>1</sup> Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs<sup>2</sup>, registration fees, hotel accommodations, food and meals, and/or mileage (reimbursed at \$0.54 per mile) to and from such activities are not included under this Agreement. BEACON shall separately reimburse CONTRACTOR for expenses related to these events and activities, consistent with the approved BEACON budget. For Food and Meals only reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated.

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



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

*[This area left blank intentionally.]*

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

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

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

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

**INSURANCE**

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

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

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

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

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

**ITEM 5D - Contracts and Agreements**  
**ATTACHMENT 2**

**Amendment 1 to Agreement with Integral Consulting, Inc.**

**Amendment No. 1**  
**Between**  
**Beach Erosion Authority for Clean Oceans and Nourishment**  
**And**  
**Integral Consulting Inc.**

This Agreement (hereafter, "Agreement") made March 2024 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Integral Consulting Inc. (integral), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 1") as follows:

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

CONTRACTOR shall commence performance on March 15, 2024 and end performance upon completion, but no later than March 30, 2025 unless otherwise directed by BEACON or unless earlier terminated.

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

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

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

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of December 19, 2024.

Beach Erosion Authority for Clean  
Oceans and Nourishment

Integral Consulting Inc.


By: \_\_\_\_\_  
Vianey Lopez, Chair

By: \_\_\_\_\_  
Dave Revel

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

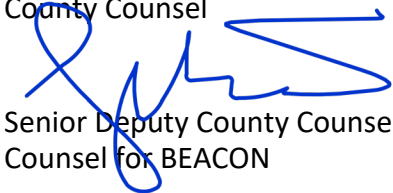
Date: \_\_\_\_\_

ATTEST:

By: 

\_\_\_\_\_  
Marc Beyeler  
Executive Director, BEACON

Approved as to Form:  
Rachel Van Mullem  
County Counsel

By:   
Senior Deputy County Counsel  
Counsel for BEACON



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

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

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

**Email:**  
Office@Beacon.ca.gov

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

**STAFF REPORT**

**Meeting Date: December 19, 2024**

**Agenda Item: 6**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: December 12, 2024**

**Subject: Executive Director's Report and Communications**

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

Upcoming January 2025, Meeting Agenda:

- A. Chair Report on BEACON Board Membership and Organization
- B. Presentation-Status of Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning, BEACON Survey
- C. Project Updates
- D. Budget and Financial Actions