

A California Joint Powers Agency

Member Agency Representatives:

Julia Mayer City of Carpinteria

James Kyriaco City of Goleta

Gabe Teran City of Oxnard

Steven Gama, Vice-Chair City of Port Hueneme

Doug Halter City of San Buenaventura

Eric Friedman, Chair City of Santa Barbara

Laura Capps Roy Lee County of Santa Barbara

> Vianey Lopez Matt LaVere County of Ventura

> Executive Director Marc Beyeler

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

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

> Email: <u>Staff@Beacon.ca.gov</u>

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

MEETING NOTICE

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON) March 21, 2025

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

DATE: Friday, March 21, 2025 TIME: 9:00 AM PLACE: IN-PERSON AND TELECONFERENCE (see details below)

The agenda of business to be conducted is below.

Eric Friedman, Chairperson

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

City of Oxnard Oxnard City Hall City Council Chambers (enter from 2nd Street Parking Lot entrance) 305 W. Third Street Oxnard, CA 93030 Ventura County Government Center 800 S. Victoria Avenue, Suite 1860, 4th Floor Ventura, CA 93009

County of Santa Barbara Betteravia Government Center-Conference Room 511 E. Lakeshore Parkway, Suite 47 Santa Maria, CA 93455

Members of the public may also participate via teleconference for this meeting by:

 You may observe the live meeting of the Board of Directors via Zoom Meeting: https://us02web.zoom.us/j/89104134558?pwd=Slpm4ibnygfpfYrd9n H8dxXHLmnerW.1

Meeting ID: 891 0413 4558 Passcode: 907924



- You may call in to listen live to the Board of Directors meeting by dialing 1669 444 9171 and then entering the following when prompted: Meeting ID: 891 0413 4558 and Passcode:-907924.
- 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 <u>Staff@Beacon.ca.gov</u> prior to 5:00 p.m. on Wednesday, March 19, 2025, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Wednesday, March 19, 2025. 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 <u>Staff@BEACON.ca.gov</u> prior to 5:00 p.m. on Wednesday, March 19, 2025 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 some 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

Items 1B and 1C 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 February 28, 2025. (Exhibit 1).



2. Public Comment and Other Matters not on the Agenda

3. Presentation- Merito Foundation Executive Director Rocio Lozano-Knowlton will provide the Board with a presentation on the Foundation's youth ocean science and environmental education program activities in the coastal watersheds of Ventura and Santa Barbara County.

4. Projects

5. BEACON Organization and Program

A. Board Member Reports

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

B. BEACON Budget Actions and Financial Reports

Recommended Actions:

- i. Adopt an increase to voting member assessments (membership dues) by 15% for Fiscal Year 2025-2026 to provide an additional \$51,907 in revenue. (Exhibit IV) (**Requires unanimous approval (10/10 vote)**; and
- ii. Upon approval of member assessments, review and provide direction for the Recommended Fiscal Year 2025-2026 Budget (Exhibit V) with Final Budget Approval to be presented at May 2025 BEACON Board Meeting.

C. BEACON Contracts and Agreements

Recommended Actions:

i. Approve and authorize the Chair to execute an Agreement with Matunuck Research Group LLC for the services of Nathaniel Merrill to assist BEACON staff in developing data and methods for the Southern California cell Phone Data Project to analyze local beach use with a period of performance from March 21, 2025, to September 30, 2025, for a total amount not to exceed \$25,000 (Attachment 1) with funding provided by The Bay Foundation.

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.

May 2025 Meeting Agenda:

- A. Project Updates
- B. Budget and Financial Actions
 - Receive and review Final Beacon Budget for Fiscal Year 2025-2026
- C. Closed Session: Executive Performance Evaluation (Gov. Code § 54957(b)(1)) and Conference with Labor Negotiators (Gov. Code § 54957.6(a).)



7. Adjourn

Late Distribution of Materials

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



A California Joint Powers Agency

Member Agencies

Julia Mayer City of Carpinteria

James Kyriaco 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 Roy Lee County of Santa Barbara

Vianey Lopez, Chair Matt LaVere County of Ventura

Executive Director Marc Beyeler

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

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

Email: Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: March 21, 2025 Agenda Item: 1B-C

To: BEACON Board of Directors

From: Executive Director

Date: March 12, 2025

Subject: Administrative Items

<u>RECOMMENDED ACTIONS</u>:

- B. Approval of Agenda and Filing of Certificate of Agenda Posting.
- C. Consideration and Approval of Minutes of the BEACON Meeting held on February 28, 2025 (Exhibit 1).

ITEM 1C – Approval of Minutes

EXHIBIT 1

Minutes from February 28, 2025, Board Meeting

DATE: Friday, February 28, 2025

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

1A Call to Order, Roll Call, and Introductions – Vice Chair, Kyle Richards
Members Present:
Vianey Lopez (County of Ventura)
Roy Lee (County of Santa Barbara)
 Laura Capps (County of Santa Barbara)
 Eric Friedman (City of Santa Barbara)
 Jennifer Smith (City of Goleta)
Doug Halter (City of Ventura)
Gabe Teran, (City of Oxnard)
• Steven Gama (City of Port Hueneme)
Members Not Present:
• Julie Mayer (City of Carpinteria)
Matt LaVere (County of Ventura)
Approval of Administrative Items
1B - C B. Approval of Agenda and Filing of Certificate of Agenda Posting.
IB-C C. Consideration and Approval of Minutes of the BEACON Meeting held on
December 19, 2024.
Board Members Comments:
• None.
Public Comments:
• None.
Motion to approve Items IB and IC as set forth in the agenda. Moved by Friedman /
Second by Halter. Unanimously approved.

		Approval of Administrative Items
Téore	1D	D. Election of BEACON Officers
Item	1D	Elect a Chair and Vice-Chair to serve a two-year term for calendar years 2025 and
		2026. (Attachment 1).
	Chair L	opez indicated that it has been a pleasure to serve as the Chair for the last two years.
	She ind	licated that she has always made every effort to attend the Board meeting in person,
	which a	she believes makes a difference. Chair Lopez thanked everyone for their support.
	Chair L	opez added that she would like to nominate Member Friedman as the new Chair and
	Membe	er Gama as Vice Chair.
Minutes/		
Actions:	Board	Members Comments:
	• Me	mber Capps thanked Chair Lopez for all her work and service.
	• Me	mber Lee indicated he supports the nomination recommendations.
	• Me	mber Teran thanked Chair Lopez for her services, and he indicated his support for the
	non	ninations.
	• Me	mber Friedman indicated he would accept the nomination. He thanked Chair Lopez

DATE: Friday, February 28, 2025

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

	 for her leadership and indicated that BEACON has elevated its stature Statewide, and the State often looks to BEACON as an example. The leadership of Chair Lopez and Vice Chair Richards have been instrumental in the last two years. Member Gama thanked Chair Lopez for her service. He added that there could not be a better time to be part of BEACON. Things are happening, but every location is different along the coast. Member Halter also thanked Chair Lopez. He added that BEACON is an excellent example of what must happen in the future. Everything that we do has to be done through a regional lens.
	 Chair Lopez thanked staff for all the work they do and keeping BEACON at the pinnacle.
	chain Lopez mainted suit for an the work mey do and keeping DL/ (Corv at the printacte.
	Public Comments:
	• None.
	Motion to elect Member Friedman as the new Chair, and Member Gama as the new Vice Chair. Moved by Lopez / Second by Halter. Unanimously approved.
ſ	
1	Appointment of RFACON Executive Committee Membershin

		Appointment of BEACON Executive Committee Membership
		Recommended Action:
		E. Consider appointments to the BEACON Executive Committee for a period from
Item	1E	January 2025 through January 2027: the Past Chair, the Current Chair, the
		Current Vice Chair, one member from the Ventura County area member
		agencies, and one member from the Santa Barbara County area member
		agencies. (Attachment 1).
		ecutive Director Beyeler indicated to Chair Friedman that there is an annotated agenda
	in f	ront of him that lays out the protocols for each of the items on the agenda.
	• Cha	air Friedman indicated he was honored to be the new Chair of BEACON. He
	exp	plained that his career has gone full circle. If you look at the past chairs, in 2010 my
	for	mer boss, Salud Carbajal, was chair and I have known the BEACON staff for over 20
	yea	rs. Chair Friedman indicated that this item is for new appointments to the BEACON
	Exe	ecutive Committee for the new two years. The make-up of the Executive Committee
	has	five members, consisting of the Chair, the Vice Chair, the past Chair, with the
Minutes/		naining two places coming from a member from Santa Barbara County and one form
Actions:		ntura County. The Chair, Vice Chair, and past Chair places are known.
Actions.	• Me	mber Lopez recommended Member Halter for Ventura County.
	• Cha	air Friedman recommended Member Kyriaco for Santa Barbara County.
	• Me	mber Teran indicated his support for Member Halter to the Executive Committee.
	Public	Comments:
	• Not	ne.
		to confirm the Chair's following appointments for the Executive Committee:
	Past C	hair Lopez, Current Chair Friedman, Current Vice Chair Gama, Director

DATE: Friday, February 28, 2025

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Kyriaco for a member of Santa Barbara County, and Director Halter for a member of Ventura County. Moved by Lopez / Second by Friedman. Unanimously approved.

Item	2	Public Comment and Other Matters not on the agenda Receive public comments.
Minutes/ Actions:	• Pul	ard Members Comments: None. Dic Comments: None.

Item	3	Presentations - Carpinteria Shoreline Master Plan Receive a presentation from Erin Maker, Environmental Program Manager, City of Carpinteria, on the City's Living Shoreline Project
		n Maker, from the City of Carpinteria, presented a PowerPoint on the City Carpinteria's ving Shoreline Project.
	The	e presentation by Erin Maker is available on the BEACON Website.
	Bo	ard Members Comments:
Minutes/ Actions:	•	Member Gama indicated he became a member of BEACON six years ago and believes he recalled a test project to place sediment at Carpinteria Beach and watch it get moved around. Is the Living Shoreline Project a continuation of that effort six years ago? Erin responded that the Living Shoreline Project came out of the adoption of the City's Sea Level Rise Vulnerability Assessment and Adaptation Plan, which is part of the Local Coastal Plan. Member Gama asked if the transport of debris basin sediment to Carpinteria Beach is a new way of thinking compared to the past? Erin responded that it is. The City has long advocated, with BEACON, that sediment should be deposited on the beach. What has changed is how the regulatory environment views things. Historically, when a basin was cleaned out the material was taken to a private quarry, which then sold the sand back to public agencies or private developers to use. Member Gama indicated that it is exciting to part of BEACON and part of this "C" change in thinking, and supporting the notion that "every mountain wants to become a beach" and that sediment from debris basin should not go to landfills. I hope we will continue with this approach. Erin indicated that there was a question in the chat asking the duration of the project. Erin explained that the first element of the project is the planning phase, which will go through 2027. The City follows the public contracting code for selection of consultants. After this phase we will move into final design and construction.

DATE: Friday, February 28, 2025

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

programmatic approach.

Member Capps asked what are the next steps with the partnership with the County? • Erin indicated that she has been working closely with the County's project manager, • Andrew Raaf from Flood Control. The County is initiating its own project, BeachSMART, which was presented to the Board in December 2024. The City's project and BeachSMART will be closely coordinated. The RFP for the County's project went out a month ago, and the City's RFP will go out on March 13, 2025. There is a requirement in both sets of RFPs for consultants to coordinate with each other and that coordination is a priority. Member Friedman asked where the winter berm sand comes from each year? Erin responded that the sand is from the beach. The City has permits to allow existing • beach sand to be pushed to the back of the beach to create a berm. Biological and engineering surveys are done both pre and post berm construction. Member Friedman stated that no sand is imported from Santa Barbara Harbor or other • sources. Erin confirmed that there is no import for the winter berm. Member Gama asked what the practice will be ten years after completion of this project. • Will there be a totally different way of managing your shoreline? Erin responded that it will not be completely different and some of these questions will be worked out through the environmental review process. But the intention is a small low lying dune system protecting the beach which would be annually or biannually replenished through approved permits. Previously, nourishment was only achieved through emergency events. Brian Brennan indicated that there is a question in the chat asking if the dunes will halt • sand erosion. • Erin responded that the dunes would help against sand erosion. Beaches change their profiles all the time, but our project will mitigate this change by replenishing sand that no longer comes through the local creek system. Executive Director Beyeler thanked Erin for the presentation. Erin was originally • scheduled to make this presentation in December at the same time as the County's BeachSMART presentation. In addition, BEACON is involved in the County's project and staff will be presenting to the Board our role in the project in the next few meetings and Andrew Raff from Santa Barbara County will also be back to describe the outreach effort and the technical basis for the BeachSMART project. The goal here is to establish a programmatic approach to the management of the debris basins. This is a major advance, and the County has made a major contribution of \$1M along with the Coastal Conservancy funds toward the effort. The Carpinteria Dunes project will allow the import of sediment from other places beyond just debris basins, so long as the sediment qualifies. The Board will also remember that BEACON brought to the Board a recommendation to place beach quality export from the Rincon Multi-use Trail project. In March of 2023, the community was complaining about the emergency deposition that occurred at Carpinteria Beach. The City and County projects will address those concerns through a

DATE: Friday, February 28, 2025 TIME: 9:00 AM PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

_

Item4Receive a press Debris BasinsExecutive Director seeing the benefits of Gerald Comati, has debris basins. The p project changed to protection. Beacon of the actual installation design and construct consultant, prepared. This manual could be a similar project.Minutes/BEACON Program Barbara Debris Basi Board Members Combined they had to be loog should be answereMinutes/Gerald responded they had to be loog should be answereMinutes/Gerald responded they had to be loog should be answereMember Teran an now and 200 year the 1.2M CY wordGerald responded quantity of mater through emerger were at most ab much larger.Member Gama if so much more and change. What weistructure was bloce	a County Debris Basin Modification Project
Item4Santa Barbar: Receive a pres Debris BasinsExecutive Director seeing the benefits of Gerald Comati, has debris basins. The p project changed to protection. Beacon of the actual installation design and construct consultant, prepared.Minutes/ Actions:BEACON Program Barbara Debris BasiMinutes/ Actions:Board Members Co • Member Lopez a • Gerald responde they had to be look should be answer • Member Teran a now and 200 yeat the 1.2M CY word • Gerald responde quantity of mater through emerger were at most ab much larger.	· · ·
Item4Santa Barbar: Receive a pres Debris BasinsExecutive Director seeing the benefits of Gerald Comati, has debris basins. The p project changed to protection. Beacon of the actual installation design and construct consultant, prepared.Minutes/ Actions:BEACON Program Barbara Debris BasiMinutes/ Actions:Board Members Co • Member Lopez a • Gerald responde they had to be log should be answer • Member Teran a now and 200 yea the 1.2M CY word • Gerald responde quantity of mater through emerger were at most ab much larger.Minutes/ • Member Gama in so much more a change. What w structure was block	· · ·
 Executive Director seeing the benefits of Gerald Comati, has debris basins. The project changed to protection. Beacon of the actual installation design and construct consultant, prepared. This manual could be a similar project. BEACON Program Barbara Debris Basi Board Members Combos Composed and the properties of the second the properties of t	sentation from Staff on the recently completed Santa Barbara County Modification Project
 Minutes/ Actions: Gerald responded they had to be low should be answere Member Teran an now and 200 year the 1.2M CY were Gerald responder quantity of mater through emerger were at most ab much larger. Member Gama in so much more change. What we structure was blocked 	
to a more tradition outlet structure v	asked how the basins were identified for modification? d that he was not sure of the criteria used by Flood Control. Certainly cated on blueline creeks and perhaps were less high energy. This question red by SB Co Flood Control. sked about the loss of 1.2M CY of sediment getting to the coast between rrs ago. He did a calculation of how many Olympic size swimming pools build fill, and it turns out to be 550 pools every year. d that that is an excellent visual. Another visual would be to compare the rial that has recently been deposited at Goleta Beach or Carpinteria Beach ney events. The Board may have seen photos of those operations which out 40,000 CY and represent a good deal of sediment. So, 1.2 M is se indicated that in the past our beaches were so much wider because we had material feeding our shoreline. BEACON of course, understands this rould happen if you had a mayor debris flow like 2018 and the outle becked? d that if the modified debris basin was entirely blocked it would rever onal basin function and would fill up. However, it is unlikely that the would be entirely blocked. asked if there is a white paper about the volume of the debris flow in

DATE: Friday, February 28, 2025 TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

•	Gerald responded that he seems to recall about 1M CY in total. There is expert analysis which we can located.
•	Member Lee asked what modification were made to Santa Monica Debris Basin? Gerald responded that he believes that the towers were raised a number of years ago but was not sure. The Santa Monica basin is the largest basin on the south coast, and it receives sediment that that has flowed through Gobernador Basin. The Gobernador Basin was the first basin to be modified back in 2008 as an experiment and it is still successfully functioning today.
•	Member Lee asked if sediment from Santa Monica Basin could be used at Miramar Beach?
•	Gerald responded that from a quantity standpoint, Santa Monican could support multiple locations.
•	A Chat question from Dan Hoover with USGS asked if cobble is being retained in the basins?
•	Gerald responded that cobble will settle out in the basin along with other sediment. It may flush through depending on the size of a given storm. For lower energy storms, a lot of sediment will settle out in the basin. With big storms, sediment will flush downstream, including cobble. It all depends on the frequency and size of storms in a given year. Brian Brennan added that BEACON was involved in the Gobernador Project back in 2008. Seventeen years later we are implementing similar modifications. Also, Brian
	wanted to thank Gerald for this presentation which he also gave last September to a coastal real-estate group.
•	Chair Friedman added that 20 years ago Carpinteria developed two watershed plans, one for Carpinteria Avenue Creek and one for Rincon Creek. The plan focused on the restoration of riparian habitat, especially for fish-passage. Multiple fish-passage projects were identified, and many were funded and implemented. Seven different barriers to fish-passage barriers were removed, and the final project was the Gobernador Basin modification. So, the success of the Gobernador basin modification no doubt informed the decision to proceed with these current basin modification projects.
	iblic Comments:

• None.

Item	5A	BEACON Organization and Program Board Members Reports
Minutes/ Actions:	Boa	Member Gama reported that they are mobilizing for the 2024 dredge project. We are not going to get the full allotment, currently at 1.6M CY. But hope we will get more. We have a messaging problem with the Federal Government.
	•	Member Smith shared that the City of Goleta is celebrating 20 years of the Ellwood Mesa
		Preserve. There is a volunteer effort on-going with the non-profit Santa Barbara Bucket

DATE: Friday, February 28, 2025

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Brigade. Volunteers are welcome to do planting out on the preserve, no experience necessary. A more formal celebration will be scheduled on May 17, 2025. Member Capps indicated that Supervisor Lee and I voted against a permit transfer for • Sable Oil along the coastline. There was a 2-2 vote of the Board of Supervisors. Member Lee indicated that the Miramar HOA has reached out to him to receive sediment. • Brian Brennan indicated that twenty years ago, BEACON was instrumental in coordinating with the City of Santa Barbara Harbor dredging operation to extend the dredge out line further downstream in order to ensure the dredge sand makes it past the point at Butterfly Beach and ensure the dredged sand doesn't just circle back into Santa Barbara Harbor. This extension was completed. It may be worth discussing with Santa Barbara Harbor a further extension of the outfall line with the intent to nourish Miramar Beach. This could be made part of the work plan. Chair Friedman suggested a three-way conversation with Member Lee and Staff on this subject. Member Teran indicated that SLC will be hosting a hybrid community engagement • meeting on the lease amendment for the Orman Beach Generating Station in South Oxnard. The event is at the South Oxnard Community Center or remotely go the SLC website SLC.CA.GOV for link information. Member Gama indicated that Channel Island Harbor 2-year dredge project is underway. However, the project has been delayed. The issue is on the City of Port Hueneme Agenda for St Patrick's Day. The dredge stops today, and we were supposed to be getting 2.4 M CY of dredge material and we are only getting 1M CY. This brings us back to where we were 10 years ago when our infrastructure was falling into the ocean because the beach wasn't wide enough. I would like to see legislation that prudent value added federal expenditure is never on the chopping block. There is a mountain of sand that is piling up at the mouth of Channel Island Harbor. If we do not get the dredge back next year, we will repeat what happened 10 years ago and the City will incur millions of dollars in additional cost. City of Port Hueneme needs help. Port Hueneme delivers a few billion dollars to Ventura County each year, why can't we resolve this issue. Chair Friedman agreed that this was an important issue and asked that Member Gama • prepare a memo and we can agendize for a future meeting. Chair Freidman indicated that the Coastal Commission is meeting in April 2025 in Santa • Barbara. Chair Friedman also explained that the Casamira HOA case, which was won by Casamira, was overturned by the appellate court. It is likely that the case will now go to the State Supreme Court. This case will inform whether coastal properties constructed after 1977 (year the Coastal Act was approved) will have any coastal protection permits from the Coastal Commission. **Public Comments:** None.

DATE: Friday, February 28, 2025

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

		BEACON Contracts and Agreements
		Recommended Actions:
		 i. Approve and authorize the Chair to execute an Amendment (Amendment No. 1) to the Agreement with the University of Washington for the Southern California Cell Phone Data Project, extending the period of performance from June 30, 2025 to December 31, 2025 consistent with the approved scope of work and without a change in the grant amount of \$180,000.00 provided by The Bay Foundation. (Attachment 1).
		ii. Approve and authorize the Chair to execute an Amendment (Amendment No. 2)
Item	5C	to the Agreement with California State University Channel Islands (CSUCI) for the Southern California cell Phone Data Project to extend the period of performance from June 30, 2025 to December 31, 2025 consistent with the approved work scope and without a change in the grant amount of \$72,248.00 provided by The Bay Foundation (Attachment II).
		iii. Approve and authorize the Chair to execute an Agreement with Stacy Miller Public Relations to assist BEACON staff in developing communication
		 rubic Relations to assist BEACON start in developing communication materials and in organizing and organizational and strategic planning services with a period of performance from March 1, 2025, to June 30, 2025, for a total amount not to exceed \$17,500.00. (Attachment III). iv. Approve and authorize the receipt of a \$10,000.00 donation from Santa Barbara
		County to support the BEACON Kelp Anchor Demonstration Project in Goleta Bay.
		cutive Director Marc Beyeler indicated that every meeting your staff bring contracts and
	ame	ndments. There are four items today.
Minutes/ Actions:	beau to p The agree and to ag	first two agreements are no-cost time extensions on a grant funded project to analyze ch access use. BEACON had contracted with the University of Washington and CSUCI erform this work. These amendments will add 6 months to the terms of the agreements. third agreement is a new agreement with Stacy Miller Public Affairs. The scope of this eement will be to assist Beacon Staff in developing up-to-date communications materials assistance in providing organizational and strategic planning services. The final item is pprove a \$10K donation from the County of Santa Barbara for the Kelp Anchor Project. lieve that the City of Goleta will also be contributing a small donation.
	Boa	rd Members Comments:
		Member Gama indicated he was happy to hear about the Kelp Anchor project donation. This is an excellent project and happy BEACON is involved.
	Pub	lic Comments:
	•	None.
	Mo	tion to approve Items 5C i-iv as recommended on the agenda. Moved by Lopez /

DATE: Friday, February 28, 2025 TIME: 9:00 AM PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Second by Teran. Unanimously approved.

Item	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.
Minutes/ Actions:	of Commendation info and Preconstruction Fol rep Ver reg to a har har com and We US to p the "Co will Als med Pull •	cutive Director Beyeler explained that for the last five years, at the instance of the City Port Hueneme, BEACON has paid attention to the sediment needs of south Ventura Inty. For each of the last five years, BEACON has hosted the Ventura Sand Summit eting. This brings all the parties sited by Member Gama to the table and we do a lot of mraal lobbying. But the Channel Islands Dredging Project is a problematic multi-agency expensive project. BEACON is a member of the American Shore and Beach servation Association (ASBPA), a national non-profit. ASBPA, along with ten other stal organizations coordinate an annual event in Washington DC called "Coasts Week". lowing our BEACON meeting in March, Brian Brennan will attend this meeting in DC resenting BEACON along with members of the RDP (Regional Defense Partnership) in tura County and BEACON member agency lobbying firms and with a five-county ional group (Los Angeles, Long Beach, Orange County, SANDAG). We will be lobbying dvocate for the entire Southern California and specifically the continued dredging of the bors within the BEACON jurisdiction: Santa Barbara, Ventura and Channel Island bors. In addition, BEACON has been working with the City of Port Hueneme in munucitations with the US Navy. The Navy funds 19% of the Channel Island Dredging have been an attendee at each of our Sand Summit Meeting during the last five years. are trying to have stronger communications with the leadership of the Navy and the ACOE. BEACON does not spend a lot on travel or conferences, but we feel it important varticipate with the coalition of California representatives in DC for "Coasts Week". All harbors will be present again at our Ventura Sand Summit this year, which will follow basts Week" in DC. We have argued for programmatic federal funding for dredging and l continue to do that. o, as a reminder, the March BEACON Board, scheduled for March 21, 2024 is the eting where we discuss the annual dues for FY2526. So, it is an important meeting. blic Comments: None. ard Members Com

• Member Gama asked if we have a date for the next Sand Summit?

Page 9 of 10

DATE: Friday, February 28, 2025 TIME: 9:00 AM PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

•	Executive Director Beyeler responded that staff have circulated potential dates to the
	Board and asks that Board members respond through email. But it will be sometime in
	April.

The next Board Meeting will be held on March 21, 2025, 9:00 AM, at the City of Carpinteria City Council Chambers.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.



A California Joint Powers Agency

Member Agencies

Julia Mayer City of Carpinteria

James Kyriaco 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 Roy Lee County of Santa Barbara

Vianey Lopez, Chair Matt LaVere County of Ventura

Executive Director Marc Beyeler

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

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

Email: Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: March 21, 2025 Agenda Item: 2

To: BEACON Board of Directors

From: Executive Director Date: March 12, 2025

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



A California Joint Powers Agency

Member Agencies

Julia Mayer City of Carpinteria

James Kyriaco 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 Roy Lee County of Santa Barbara

Vianey Lopez, Chair Matt LaVere County of Ventura

Executive Director Marc Beyeler

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

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

Email: Staff@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: March 21, 2025 Agenda Item: 3

To:BEACON Board of DirectorsFrom:Executive DirectorDate:March 13, 2025

Subject: Presentations

RECOMMENDED ACTION:

Merito Foundation Executive Director, Rocio Lozano-Knowlton, will provide the Board with a presentation on the Foundation's youth ocean science and environmental education program activities in the coastal watersheds of Ventura and Santa Barbara County.



STAFF REPORT

Meeting Date: March 21, 2025 Agenda Item: 5A

To:BEACON Board of DirectorsFrom:Executive DirectorDate:March 12, 2025

Subject: Board Member Reports

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

A California Joint Powers Agency

Member Agencies

Julia Mayer City of Carpinteria

> James Kyriaco 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 Roy Lee 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



Julia Mayer City of Carpinteria

James Kyriaco City of Goleta

Gabe Teran City of Oxnard

Steven Gama, Vice-Chair City of Port Hueneme

Doug Halter City of San Buenaventura

Eric Friedman, Chair City of Santa Barbara

Laura Capps Roy Lee County of Santa Barbara

> Vianey Lopez 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

<u>Staff Report</u>

Meeting Date: March 21, 2025 Agenda Item: 5B

To:BEACON Board of DirectorsFrom:Executive DirectorDate:March 14, 2025

Subject: BEACON Budget Actions

RECOMMENDED ACTIONS:

- Adopt an increase to voting member assessments (membership dues) by 15% for Fiscal Year 2025-2026 to provide an additional \$51,907 in revenue. (Exhibit IV) (*Requires unanimous approval (10/10 vote)*; and
- Upon approval of member assessments, review and provide direction for the Recommended Fiscal Year 2025-2026 Budget (Exhibit V) with Final Budget Approval to be presented at May 2025 BEACON Board Meeting.

DISCUSSION:

Recommendation i:

For the proposed fiscal year 2025-26, staff recommends that the Board approve a 15% increase in dues for the coming year. Staff have included two dues calculations for review by the Board, a limited increase in dues based on the Cost of Living documented for calendar year 2024, and the proposed increase of 15% for the proposed budget.

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.

For the past four years, the Board has approved annual dues increases limited to no more than the annual Consumer Price Index Cost of Living (COL) increase (Exhibit 1). Presently, the BEACON budget utilizes the full extent of member dues to fund essential services. Staff is seeking a dues increase in excess of COL for the coming year to allow BEACON to increase its



operational effectiveness and continue to increase its leverage of non-BEACON grant funding. In the past four years, BEACON has modestly increased its operations budget (Exhibit 2) while substantially increasing its grants management.

At the December 2023 Special Board Meeting, the Board of Directors appointed an Ad-Hoc Budget Committee. Throughout 2024, the 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. This information was provided to the Executive Committee in November 2024 and the BEACON Board in December 2024.

For the proposed budget staff is recommending an increase of 15% to allow staff to invest in critically needed staff services. BEACON staff have identified two areas of needed contract services, including both an administrative and grants specialist, and a specialist trained in Geographic Information Services (GIS) (Exhibit 3). As BEACON has expanded its grants funding, the need for increased administrative support staff has become paramount. As BEACON has increased its science research and planning activities, the need for up-to-date GIS services has become essential to complete many different science support activities. The increase in member dues proposed in this action would support investment in additional services in these two areas. This increase will provide BEACON with an additional \$51,907 in revenue. Approval of a member dues increase requires a unanimous approval of the Board (10/10) (Exhibit 4).

Recommendation ii:

The Recommended Budget for FY 2025-26 includes a total operations budget of \$412,334 (Exhibit 5). The operational expenses for this year include costs associated with budgeting for necessary professional services to BEACON, including BEACON's continuing professional staff, its agreements with Ventura County and with Santa Barbara County for fiscal and legal services, the annual Agreement with California State University Channel Islands, and funding for Science Support services. The proposed budget for the coming year includes limited funds to support a part-time Administrative Grants Specialist to assist the Executive Director and the Program Manager in managing extramural funding to BEACON and a part-time GIS specialist . Without grant income, BEACON is unable to conduct a range of activities which support BEACON's primary goals and objectives.

Many services required by BEACON are increasing including insurance costs, and project technical and professional consulting fees. Under the dues proposal, the proposed annual operating expenditures will not exceed annual operating revenues, retaining the BEACON fund balance at current levels.

Final Budget approval will be presented to the Board at the May Board Meeting.



Exhibits:

- I. Ventura County Consumer Price Index Cost of Living Calculations
- II. Job Descriptions-Specialist Services
- III. Multi-year Beacon Operations Budget
- IV. BEACON Proposed Membership Dues FY 2025-26
- V. BEACON Proposed Budget for FY 2025-26

ITEM 5B - BEACON Budget Actions and Financial Reports EXHIBIT I

Ventura County Consumer Price Index Cost of Living Calculations

Bureau of Labor Statistics

Consumer Price Index for All Urban C 12-Month Percent Change

Series Id: CUURS49ASA0 Not Seasonally Adjusted

- Series All items in Los Angeles-Long
- Area: Los Angeles-Long Beach-
- Item: All items
- Base 1982-84=100
- Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	ual	HALF1	HALF2
2015	-0.1	0.1	0.5	0.5	1.1	0.8	1.4	1.1	0.7	1.0	1.6	2.0	0.9	0.5	1.3
2016	3.1	2.4	1.7	2.0	1.4	1.8	1.1	1.4	1.9	2.2	1.8	2.0	1.9	2.1	1.7
2017	2.1	2.7	2.7	2.7	2.5	2.2	2.5	2.8	3.1	3.1	3.6	3.6	2.8	2.5	3.1
2018	3.5	3.6	3.8	4.0	4.1	4.0	3.9	3.9	3.9	4.1	3.6	3.2	3.8	3.8	3.8
2019	3.2	2.5	2.7	3.3	3.1	3.3	3.3	3.0	3.0	3.2	3.2	3.0	3.1	3.0	3.1
2020	3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6	1.9	1.4
2021	0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8	2.6	5.1
2022	7.5	7.4	8.5	7.9	8.0	8.6	7.7	7.6	7.8	7.5	6.0	4.9	7.4	8.0	6.9
2023	5.8	5.1	3.7	3.8	3.2	2.5	2.7	3.3	3.2	2.4	2.8	3.5	3.5	4.0	3.0
2024	2.5	3.4	4.0	3.9	3.9	3.2	3.4	2.9	2.8	3.0	3.2	3.4	3.3	3.5	3.1

ITEM 5B - BEACON Budget Actions and Financial Reports EXHIBIT II

Job Descriptions-Specialist Services

BEACON Grants and Financial Administrative Specialist

Professional Services Contractor Location: Santa Barbara/Ventura County, CA (Remote) Employment Type: Part-time

BEACON is a California Joint Powers Agency (JPA) established in 1986 to address coastal erosion, beach nourishment, and clean oceans along the Central California Coast from Point Conception to Point Mugu. Our member agencies include the counties of Santa Barbara and Ventura, as well as the coastal cities of Santa Barbara, Goleta, Carpinteria, Ventura, Oxnard, and Port Hueneme. BEACON works closely with local and state agencies to implement coastal protection projects, environmental studies, and policy initiatives that preserve the region's coastline and marine resources.

Position Overview:

BEACON seeks a highly organized Grants and Financial Administrative. This position provides grants administrative assistance in processing and managing all BEACON grant records and documentation in one-on-one and team working relationships with the Program Manager (PM) and the Executive Director (ED), as well as local and regional and state and federal fiscal representatives.

The Grants Specialist will support the PM and the ED in the administration of local, regional, and state and federal grants secured by BEACON staff and approved by the BEACON Board. These activities will include a broad range of tasks supporting the PM and ED including grants solicitation support tasks, grant preparation tasks, and grants project-related administration and fiscal tasks. Candidates should be creative and enjoy working within a small team environment that is mission-driven and community oriented.

Key Responsibilities:

Working under the guidance of the PM and the ED, day to day activities and essential functions will include, but not limited to, managing project and program grants and extramural funding, including the following:

- Maintaining a spreadsheet listing of contracts and grants, and preparing a summary of same to the PM, ED, and as requested to the BEACON Board of Directors;
- Assisting in the preparation of grants proposals and submittals;
- Managing invoicing and payment approvals, including grants proof of payment documentation and all Requests for Disbursement and Payment;
- Tracking grants reimbursements and tracking in-kind and cash matching grant requirements; and
- Preparing grants supporting documents (necessary Board Resolutions, Compliance Forms, Insurance Certificates, Grant status reports, including Quarterly Progress Reports, etc.).

Required Qualifications:

The ideal candidate has a background as a grant and fiscal planning and management specialist and/or extensive experience with fiscal or senior level administrative experience, or other relevant executive support experience. The ideal candidate will be able to perform a range of duties that require excellent organizational, project management and problem- solving skills. Applicants should be able to prioritize daily workloads effectively, and should be comfortable taking responsibility for day-to-day decisions.

The Specialist is a highly collaborative individual, able to build trust and effective relationships with executive staff of BEACON. A proficiency in Microsoft Office Suite, or Google (and its Workspace) applications, and Zoom or Teams is required.

Compensation and General Terms:

Based on a 20 hour commitment weekly, flexibility will be required from time to time to meet workloads and support BEACON meetings. The position is an exempt, contractor position. This is a hourly paid position, dependent on skills and experience. This is a remote role that may be based anyplace in Santa Barbara or Ventura Counties, or northern Los Angeles County or southern SLO County.

To apply, please send a resume and cover letter to staff@beacon.ca.gov with "Grants Administrative Specialist" in the subject line. Your cover letter should include any personal experience or qualifications you may have. Applications for this position will be received on a continuing basis until the position is filled.

BEACON is committed to equal employment opportunities and prohibits the unlawful discrimination against applicants or employees based on race, color, national origin, ancestry, creed, religion, sex, age, disability, genetic information, veteran status, sexual orientation, marital status, gender identity or any other characteristic protected by federal, state or local law.

BEACON Geographic Information Services (GIS) Specialist

Professional Services Contractor Location: Santa Barbara/Ventura County, CA (Remote) Employment Type: Part-time

BEACON is a California Joint Powers Agency (JPA) established in 1986 to address coastal erosion, beach nourishment, and clean oceans along the Central California Coast from Point Conception to Point Mugu. Our member agencies include the counties of Santa Barbara and Ventura, as well as the coastal cities of Santa Barbara, Goleta, Carpinteria, Ventura, Oxnard, and Port Hueneme. BEACON works closely with local and state agencies to implement coastal protection projects, environmental studies, and policy initiatives that preserve the region's coastline and marine resources.

Position Overview:

BEACON is seeking a GIS Analyst to support its mission by managing geospatial data, producing high-quality maps, and performing spatial analyses related to coastal erosion, beach nourishment, and marine conservation projects. The ideal candidate will have strong technical expertise in ArcGIS, QGIS, and other GIS tools, combined with an ability to collaborate with environmental scientists, engineers, and policymakers.

This position offers an exciting opportunity to contribute to the sustainable management of California's coastline while working in a dynamic, collaborative environment. While flexible work arrangements may be available (including hybrid work), BEACON's evolving needs will determine remote-work feasibility.

Key Responsibilities:

- GIS Mapping & Analysis: Develop and maintain high-quality GIS products including maps, reports, and interactive web maps using ArcGIS Online, Survey123, Field Maps, and Experience Builder.
- Data Management: Organize, update, and validate geospatial and attribute data, ensuring accuracy and resolving discrepancies using scripts, queries, or research.
- Spatial Analysis: Conduct buffering, overlays, distance calculations, and other geospatial analyses following best practices.
- Tool Development: Design, test, and implement custom GIS tools and applications within the Esri suite to support field data collection and analysis.
- Technical Troubleshooting & Training: Provide GIS software support, troubleshoot GPS equipment and mapping tools, and train team members in GIS applications.
- Integration with CAD & Environmental Data: Manage GIS and AutoCAD data to ensure seamless workflow integration for coastal engineering and conservation projects.
- Database Management: Maintain geospatial databases by cleaning and converting data into GIS-ready formats to ensure efficiency and accessibility.
- Technology Research: Stay updated on GIS trends and emerging technologies to improve workflows and solve technical challenges.

Required Qualifications:

- Bachelor's degree in Geography, Cartography, Environmental Science, or a related field, OR a GIS certificate from an accredited institution.
- Minimum 1 year of professional GIS experience, preferably in environmental consulting or a related industry.
- Proficiency in ArcGIS 10.8, ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise (Portal & Server), Survey123, and Field Maps.
- Experience with QGIS and publicly available GIS datasets for environmental applications.
- Strong organizational skills with the ability to manage multiple projects and deadlines in a fast-paced environment.
- Excellent written, verbal, and interpersonal communication skills.

Preferred Qualifications (Nice to Have):

- Experience with IT/Networking, hardware troubleshooting, and general desktop support.
- Knowledge of AutoCAD, Adobe Illustrator, and Photoshop for drafting and visualization.
- Experience with 3D mapping and modeling for coastal studies.
- Familiarity with relational database development.
- Programming skills in R, Python, HTML, JavaScript, SQL, PHP, Visual Basic, or C#.

Why Join BEACON?

- Work on critical coastal conservation projects with a dedicated, mission-driven team.
- Opportunity to collaborate with environmental scientists, engineers, and government agencies.
- Hybrid work potential, with office locations in Santa Barbara and Ventura Counties.
- Professional development opportunities in GIS, coastal science, and environmental planning.

Join us in shaping the future of California's coastline!

For more information about BEACON and our projects, visit https://beacon.ca.gov/who-we-are/

ITEM 5B - BEACON Budget Actions and Financial Reports EXHIBIT III

Multi-year Beacon Operations Budget

BEA - 5665 BEACON OPERATIONS	Actuals FY 2022	Actuals FY 2023	Actuals FY 2024	Adjusted Budget FY 2025	Recommended Budget CPI Only FY 2026	BEACON Staff Recommended Budget FY 2026
8911 - INVESTMENT INCOME	1,388	9,247	19,297	14,374	14,374	14,374
89 - REVENUE USE OF MONEY AND PROPERTY SUBTOTAL	1,388	9,247	19,297	14,374	14,374	14,374
9252 - STATE OTHER	0	0	0	0	0	0
9371 - OTHER GOVERNMENTAL AGENCIES (MEMBERSHIP DUES)	304,159	319,670	335,973	346,053	356,434	397,960
90 - INTERGOVERNMENTAL REVENUE SUBTOTAL	304,159	319,670	335,973	346,053	356,434	397,960
9770 - CONTRIBUTIONS AND DONATIONS	0	100	0	0	0	0
9790 - MISCELLANEOUS REVENUE	0	29	(377)	0	0	0
97 - MISCELLANEOUS REVENUES SUBTOTAL	0	129	0	0	0	0
USE OF FUND BALANCE & CONTINGENCY						
REVENUE SUBTOTAL	305,547	329,046	354,893	360,427	370,808	412,334
2031 - COMMUNICATIONS	0	0	638	12,100	20,000	20,000
2072 - INSURANCE	4,715	5,023	5,471	6,000	6,500	6,500
2131 - MEMBERSHIPS AND DUES	850	688	788	1,100	2,500	2,500
2159 - MISCELLANEOUS EXPENSE	287	3,370	189	5,000	5,000	5,000
2183 - ENGINEERING AND TECHNICAL SURVEYS	82,978	119,081	83,566	115,000	116,308	128,000
2185 - ATTORNEY SERVICES	10,850	12,804	12,435	17,565	15,500	15,500
2199- ACCOUNTING SERVICES	0	0	0	20,000	20,000	20,000
2199 - OTHER PROFESSIONAL AND SPECIALIZED SERVICES NON IS	150,906	133,601	123,736	162,140	165,000	185,544
2273 - EDUCATION CONFERENCE AND SEMINARS	1,350	3,340	13,772	12,500	15,000	15,000
2292 - TRAVEL EXPENSE	0	1,285	799	3,500	5,000	5,000
20 - SERVICES AND SUPPLIES SUBTOTAL	251,936	279,191	241,394	354,905	370,808	403,044
6101 - CONTINGENCIES	0	0	0	12,000	0	9,290
60 - CONTINGENCIES SUBTOTAL	0	0	0	12,000	0	9,290
EXPENSE SUBTOTAL	251,936	279,191	241,397	366,905	370,808	412,334
OPERATING LOSS/(GAIN)	(53,611)	(49,855)	(113,499)	6,478	0	0

ITEM 5B - BEACON Budget Actions and Financial Reports EXHIBIT IV

BEACON Proposed Membership Dues FY 2025-26

Fiscal Year 2025-2026

BEACON Proposed Membership Dues

	Fiscal Year	Bo	ard Approved Increase	F	Fiscal Year	CPI	Increase	F	Fiscal Year	Во	ard Approved Increase	I	Fiscal Year	С	PI Increase	Fi	iscal Year	CF	PI Increase	F	iscal Year	Option 1 I Increase		Proposed iscal Year
Entity	2019-20		100.00%		2020-21		1.40%		2021-22		5.10%		2022-23		5.10%	2	2023-2024		3.00%	2	2024-2025	3.00%	2	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

	Fiscal Year		Board Approved Increase		Fiscal Year		I Increase	Fiscal Year		Во	ard Approved Increase	I	Fiscal Year	CPI Increase		Fiscal Year		CPI Increase		Fiscal Year		Option 2 posed Dues		Proposed iscal Year
Entity	2019-20		100.00%		2020-21		1.40%	2	021-22		5.10%		2022-23		5.10%	2	2023-2024		3.00%	2	2024-2025	15.00%	2	025-2026
County of Ventura	\$ 24,995.0) \$	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	24,995.0) \$	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	20,830.0) \$	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	20,830.0) \$	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	20,830.0) \$	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	12,500.0	\$	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	9,615.0) \$	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	12,500.0) \$	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
-	\$ 147,095.0) \$	152,865.00	\$	299,960.00	\$	4,199.00	\$ 3	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

ITEM 5B - BEACON Budget Actions and Financial Reports EXHIBIT V

BEACON Proposed Budget for FY 2025-26

BEACON PROPOSED BUDGET FOR FY 2025-26

Fund O025	Division/ Unit Code	Account Code	FY 2022-23 Actual- Unaudited Financials	FY 2023-24 Actual- Unaudited Financials	FY 2024-25 Adjusted Budget	FY 2025-26 Proposed Budget CPI Increase 3%	FY 2025-26 BEACON Staff Proposed Budget 15%
FINANCING SOURCES						3% CPI - Dues Increase	15% - Dues Increase
Fund Balance							
Appropriation of Fund Balance						-	-
Revenue							
Operating Revenue:				1			
Investment Income	5665	8911	10,483	23,485	14,374	14,374	14,374
Membership Dues	5665	9371	319,670	335,973	346,053	356,434	397,960
Contributions and Donations	5665	9770	2,906	-	-	-	-
Miscelleaneous Revenue Subtotal - Operating Revenue:	5665	9790	29 333,088	359,458	360,427	- 370,808	- 412,334
		r	333,000	335,458	300,427	370,008	412,334
Grant and Project Revenue:							
Grant Funding (OPC-Debris Basin Modification Project)	5668	9252	7,585	-	525,000	-	-
Grant Funding (OPC-RSM/SLR Adaptation)	5668	9252	169,489	18,712	169,395		-
Grant Funding (California Coastal Comission Grant-RCAMP)(City of Santa Barbara)	5668	9252	43,452	194,605	187,429		
Grant Funding (RssI-Integrating Regional Sediment Mgmt. & Sea Level Rise)	5668	9252		9,539			
Grant Funding (The Bay Foundation-Coastal Access & Beach Visitor Data) Subtotal - Grant and Project Revenue:	5668	9780	220,526	17,750 240.606	318,770 1,200,594		
Subtotal - Grant and Project Revenue: Total - Revenue:			220,526	240,606	1,200,594	- 370,808	412,334
TOTAL FINANCING SOURCES			553,614	600,064	1,561,021	370,808	412,334
			,	,	.,,.		,
EXPENDITURES							
Operating Expenses (Overhead): Communication & Outreach	5665	2031		638	12,100	20,000	20,000
Insurance	5665	2072	5,023	5,471	6,000	6,500	6,500
Memberships and Dues Miscellaneous Expense	5665	2131	688	788	1,100	2,500	2,500
Technical Services	5665 5665	2159	3,370 116,056	189 83,566	5,000 115,000	5,000 116,308	<u>5,000</u> 128,000
Attorney Services	5665	2185	12,804	12,435	17,565	15,500	15,500
Accounting Services	5665	2199	-		20,000	20,000	20,000
Professional & Specialized Services Training and Education: Conferences, Workshops, and Seminars	5665 5665	2199 2273	133,601 3,340	123,736 13,772	162,140	165,000 15,000	<u>185,544</u> 15,000
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292	1,285	799	3,500	5,000	5,000
Subtotal - Operating Expenses:			276,167	241,394	354,905	370,808	403,044
Grant Funding Expenditures: Grant - OPC (Debris Basin Removal Proj.)	5668	2183			525 000		
Grant - State Coastal Conservancy-Integratinf Regional Sediment MgmtRSSL	5668	2183		10,041	46,254		
Other Professional & Specialized Services - (Project Mgmt.)	0000	2100		17,750	78,520		
Engineering and Technical Surveys - CABV-SMBR	5668	2199		11,100	240,000		
	5668	2183				-	
The Bay Foundation-Coastal Access & Beach Visitor Data -CABV				17,750	318,520	-	-
Engineering and Technical Surveys - CCC-RCAMP-Cooperative City of Santa Barbara	5668	2183	27,452	174,355	148,678	-	-
Professional & Specialized Services - (Project Mgmt.)	5668	2199	16,000	20,000	39,000		
California Coastal Commission-Cooperative City of Santa Barbara			43,452	194,355	187,678	-	-
Professional & Specialized Services - (Project Mgmt.)	5668	2199	26,000	19,250	6,000		
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183	114,868	38,871	133,338		
OPC Grant - RSM/SLR Adaptation:		_	140,868	58,121	139,338	-	-
Subtotal - Grant Funding Expenditures:			184,320	280,267	1,216,790	-	-
Contingencies:							
Contingencies: Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101			12,000		
Contingencies - Grant matching, Contract Amendments, New Programs. Subtotal - Contingencies:	0000	0.01		-	12,000 12,000	-	9,290 9,290
TOTAL EXPENDITURES			460,487	521,661	1,583,695	370,808	412,334
	CE]		460,487 93,127	521,661 78,403	1,583,695 (22,674)		412,334
TOTAL EXPENDITURES		Balance	93,127	78,403			412,334



A California Joint Powers Agency

Member Agency Representatives

Julia Mayer City of Carpinteria

James Kyriaco City of Goleta

Gabe Teran City of Oxnard

Steven Gama, Vice-Chair City of Port Hueneme

Doug Halter City of San Buenaventura

Eric Friedman, Chair City of Santa Barbara

Laura Capps Roy Lee County of Santa Barbara

> Vianey Lopez Matt LaVere County of Ventura

Executive Director Marc Beyeler

Santa Barbara Address:

105 East Anapamu, Suite 201 Santa Barbara, CA 93101

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

Email: Staff@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: March 21, 2025 Agenda Item: 5C

To:BEACON Board of DirectorsFrom:Executive DirectorDate:March 14, 2025

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

Grant Project Agreement Amendments

i. Approve and authorize the Chair to execute an Agreement with Matunuck Research Group LLC for the services of Nathaniel Merrill to assist BEACON staff in developing data and methods for the Southern California cell Phone Data Project to analyze local beach use with a period of performance from March 21, 2025, to September 30, 2025, for a total amount not to exceed \$25,000 (Attachment 1) with funding provided by The Bay Foundation.

DISCUSSION:

Grant Project Agreements

BEACON receives various grant funds to undertake research and to support its project activities. Staff is recommending adoption of two agreements, one for professional services and one cooperative agreement. BEACON is currently involved in projects to address improvements in beach access planning, regional monitoring, ecological assessment and expanded regional sediment management to support climate adaptation.

Southern California Cell Phone Coastal Access Data Project

Using funds provided by the Bay Foundation, BEACON is coordinating a multi-agency research project on beach access. In addition to the Bay Foundation, BEACON partners include the Mountains Recreation and Conservation Authority (MRCA), California State University Channel

Islands (CSUCI), and the US Environmental Protection Agency (EPA). Most recently, EPA has withdrawn from the project. The staff assigned to the project has also left EPA in the past month.



Fortunately, Mr. Merrill, formerly representing US EPA, is now available to work on the project as an independent contractor. The proposed agreement with Mr. Merrill would also BEACON to complete the grant project as intended and will support Mr. Merrill's continued involvement in the project for next six months. Mr. Merrill has been an essential contributor to the project for the past two years, and his continued involvement is critical to BEACON completing the research project on time and on budget.

The research project is contributing up-to-date beach user information and data to support improved beach management and preservation. Mr. Merrill brings specialized professional expertise in acquiring and managing large-scale data sets and in analyzing a range of social science research. This project continues BEACON's long-standing support for and use of the best available beach use and beach user data to inform coastal beach management and preservation.

ITEM 5C – BEACON Contracts and Agreements ATTACHMENT 1

Cell Phone Data Project – Agreement with Matunuck Research Group LLC

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 Matunuck Research Group LLC having its principal place of business at 186 South Weeden Road, South Kingstown, RI 02879 (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. <u>DESIGNATED REPRESENTATIVES.</u> Marc Beyeler at phone number (510) 316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Nathaniel Merrill at +1 (508) 878-1809 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. <u>NOTICES.</u> 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 93103
	Attention: Marc Beyeler
To CONTRACTOR: Nathaniel Merrill	
	186 South Weeden Road

South Kingstown, RI and 02879 +1 (508) 878-1809

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. <u>SCOPE OF SERVICES.</u> CONTRACTOR agrees to provide services to BEACON in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. <u>**TERM.</u>** CONTRACTOR shall commence performance on March 21, 2025 and end performance upon completion, but no later than September 30, 2025 unless otherwise directed by BEACON or unless earlier terminated.</u>

5. <u>COMPENSATION OF CONTRACTOR</u>. 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, <u>NOTICES</u>, 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. <u>STANDARD OF PERFORMANCE.</u> 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. Matunuck Research Group's EIN is 33-3703842

10. <u>CONFLICT OF INTEREST.</u> 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.

A. CONTRACTOR hereby assigns to BEACON, The Bay Foundation, and the US Government all "Subject Data". As used herein "Subject Data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes copyrights, patents, other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design-type documents, machine forms such as punched cards,

magnetic tape, or computer memory, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Agreement administration.

- B. BEACON, The Bay Foundation, and the US Government 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 Subject Data 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 Subject Data and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party.
- C. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless BEACON against any claim that any Subject Data 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 Subject Data provision shall survive expiration or termination of this 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.

- A. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to performance on Federally- or State-funded work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, Title 40, Code of Federal Regulations (CFR) Part 30, and according to the guidelines of the State of California Controller's Office and the State Auditor General's Office and any of their authorized representatives in effect on the date of execution of this Agreement. CONTRACTOR shall also maintain the financial information and data used in the preparation or support of the cost submission required under Title 40 CFR Part 33.502. The U.S. EPA, the State of California, the State Auditor General per Cal. Gov't. Code Section 8546.7, the Comptroller General of the United States, the U.S. Dept. of Labor, The Bay Foundation, BEACON, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. CONTRACTOR will provide proper facilities for such access and inspection. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing audit agencies. CONTRACTOR agrees to disclose all information and reports resulting from access to these records. Records shall be maintained by Contractor during performance on Federally- and State-assisted work under this Agreement and for the time periods specified in Title 40 CFR Part 30. In addition, those records which relate to any controversy arising under a Federal or State assistance agreement, litigation, the settlement of claims arising out of such performance or to costs of items to which an audit exception has been taken, shall be maintained by CONTRACTOR for the time periods specified in Title 40 CFR Part 30, Title 50 CFR Part 85 and for up to three (3) years after the termination of this Agreement. Access to records is not limited to the required retention periods. The authorized representatives designated in this clause shall have access to records at any reasonable time for as long as the records are maintained. This right of access clause applies to financial records pertaining to all agreement change orders made to this Agreement: a) To the extent the records pertain directly to agreement performance; b) If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or c) If the Agreement is terminated for default or for convenience.
- B. CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.
- C. If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by BEACON associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon

a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from BEACON, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to BEACON as specified by BEACON in the notification.

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

16. **NONDISCRIMINATION.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended. During the performance of this Agreement, the CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including HIV and AIDS), cancer related medical condition, age, or marital status. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as it set forth in full. CONTRACTOR shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other Agreement.

17. **NON-EXCLUSIVE AGREEMENT.** CONTRACTOR 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. **<u>By BEACON</u>**. 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. <u>By CONTRACTOR</u>. 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. <u>Upon termination</u>, 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. <u>SECTION HEADINGS.</u> 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. <u>SEVERABILITY.</u> 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. **<u>REMEDIES NOT EXCLUSIVE.</u>** 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. <u>TIME IS OF THE ESSENCE.</u> 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. <u>SUCCESSORS AND ASSIGNS.</u> 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. <u>COMPLIANCE WITH LAW.</u> 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. <u>CALIFORNIA LAW AND JURISDICTION.</u> 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. **<u>AUTHORITY</u>**. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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

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

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

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

ATTEST:

Marc Beyeler Executive Director BEACON

THE BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT:

By: _____

By:

Chair Board of Directors, BEACON

Date:

CONTRACTOR:

Matunuck Research Group LLC

By: ______Authorized Representative

Name: Nathaniel Merrill

Title:

APPROVED AS TO FORM:

Rachel Van Mullem County Counsel By: Deputy Counsel

EXHIBIT A

Scope of Services

CONTRACTOR will assist BEACON staff in developing data and methods of analysis and reliability for the use of mobility data (cell phone location-derived data) to document and better understand beach use. CONTRACTOR will collaborate closely with BEACON staff to ensure their insights and ideas are reflected in the contract products.

Specifically, CONTRACTOR shall perform the following Services:

- 1. Assist BEACON Executive Staff in developing data, data methods and an analysis work products (i.e., code, spreadsheets, dashboards, Power Point Presentations, etc. including, visual graphics).
- 2. Assist BEACON Executive Staff in coordinating research team members and in ensuring timely deliverable of work products.
- 3. Assist BEACON staff in organizing and conducting research team data and analysis meetings and workshops.
- 4. Organizing and conducting trainings in data methods and analysis for BEACON staff and project partners.
- 5. Assist BEACON staff in preparing customized presentations tailored to use with member agency staff and staff of partner organizations.
- 6. Provide BEACON Executive Staff assistance in developing on-going data collection, analysis, and validation activities focused on the integration of mobility data into coastal and beach access patterns and activities.

Nathaniel Merrill 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 intentionally left blank.]

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

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, up to but not to exceed **\$25,000**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
- C. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 Schedule of Fees. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A.
- D. **Monthly**, CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

[This area intentionally left blank.]

Attachment B1

SCHEDULE OF FEES & RATE SHEET

Personnel	Hourly Rate
Nathaniel Merrill	\$100

No travel is authorized for this agreement. The schedule of fees includes reimbursement of all direct and indirect costs associated with this Agreement.

[This area intentionally left blank.]

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.
- 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:

- 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).
- 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.
- 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.
- 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 claimsmade basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11. **Special Risks or Circumstances** BEACON reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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



A California Joint Powers Agency

Member Agencies

Julia Mayer City of Carpinteria

James Kyriaco 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 Roy Lee County of Santa Barbara

Vianey Lopez, Chair Matt LaVere County of Ventura

Executive Director Marc Beyeler

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

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

Email: Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: March 21, 2025 Agenda Item: 6

To:BEACON Board of DirectorsFrom:Executive DirectorDate:March 12, 2025

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.

May 2025 Meeting Agenda:

- A. Project Updates
- B. Budget and Financial Actions Receive and review Final Beacon Budget for Fiscal Year 2025-2026
- C. Closed Session: Executive Performance Evaluation (Gov. Code § 54957(b)(1)) and Conference with Labor Negotiators (Gov. Code § 54957.6(a).)