



A California Joint Powers Agency

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

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Barbara, CA 93101

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MEETING NOTICE

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)

July 18, 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, July 18, 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**

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

1. You may observe the live meeting of the Board of Directors via Zoom Meeting:
<https://us02web.zoom.us/j/85602443634?pwd=jx0M3IO19r2RGg9Uqj6as0FYMV2euk.1>

Meeting ID: [856 0244 3634](#)

Passcode: [895891](#)

2. You may call in to listen live to the Board of Directors meeting by dialing [1669 444 9171](tel:16694449171) and then entering the following when prompted:
Meeting ID: [856 0244 3634](tel:85602443634) and Passcode: [895891](tel:895891).
3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:
 - a. Distribution to the Board. Submit comments via email to Staff@Beacon.ca.gov prior to 5:00 p.m. on Wednesday, July 16, 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, July 16, 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 Staff@BEACON.ca.gov prior to 5:00 p.m. on Wednesday, July 16, 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 May 16, 2025. (Exhibit 1).

2. Public Comment and Other Matters not on the Agenda

3. Presentations

Recommended Actions:

- A.** Receive presentations on Dredging and Beach Nourishment Programs in the Santa Barbara Littoral Cell.
- B.** Approve and authorize the Chair to sign letters of support for the federal projects aligned with BEACON's purpose in the Santa Barbara Littoral Cell on behalf of BEACON.

4. Projects-No Items

5. BEACON Organization and Program

A. Board Member Reports

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

B. Science Advisory Committee (SAC)

Recommended Actions:

- i. Confirm the appointment of Members and Co-Chairs of the Science Advisory Committee (SAC) (Exhibit 1).
- ii. Adopt revisions to the SAC Bylaws, including 1) defining a quorum of the SAC as a majority of the members, and 2) making changes to the SAC Bylaws subject the vote of a majority of the Board Member. (7 votes required). (Attachment 1).

C. Presentation on the BEACON Financial Report for the Fiscal Years 2023 and 2024.

Receive and file the BEACON Biennial Financial Report for Fiscal Years 2023 and 2024.

D. BEACON Contracts and Agreements

Recommended Actions:

- i. Approve, ratify, and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI), Kiersten Patsch, PhD to assist BEACON in providing science and technical services to the County of Santa Barbara to prepare a sediment management program ("the BeachSMART project") for the southern area of Santa Barbara County with a period of performance from July 1, 2025 to June 30, 2028 for a total amount not to exceed \$45,000 with funding provided by the California State Coastal Conservancy (Attachment I).
- ii. Approve and authorize the Executive Director to amend the Agreement with the City of Santa Barbara to extend the Agreement for the Regional Coastal Adaptation Monitoring Program to December 31, 2027 and to shift funding between budget items without an increase to the total amount of \$475,000, upon approval of legal counsel and auditor-controller. (Attachment II).
- iii. Approve, ratify, and authorize the Chair to execute an Agreement with Marc Beyeler/Beyeler & Associates to provide Executive Director services to BEACON with a period of performance from July 1, 2025 to June 30, 2026, in an amount not to exceed \$165,227.40. (Attachment III).

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.

September 2025 Meeting Agenda:

- A. Presentations
- B. Project Updates

7. Adjourn

Late Distribution of Materials

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



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Member Agencies

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Matt LaVere
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Executive Director
Marc Beyeler

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Santa Barbara, CA 93101

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STAFF REPORT

Meeting Date: July 18, 2025
Agenda Item: 1B-C

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 2025

Subject: Administrative Items

RECOMMENDED ACTIONS:

- B. Approval of Agenda and Filing of Certificate of Agenda Posting.
- C. Consideration and Approval of Minutes of the BEACON Meeting held on May 16, 2025 (Exhibit 1).

ITEM 1C

EXHIBIT 1

Minutes from May 16, 2025, Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, July 18, 2025

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions –Chair, Eric Friedman
Minutes/ Actions:	Members Present: <ul style="list-style-type: none"> • Vianey Lopez (County of Ventura) – Remote • Matt LaVere (County of Ventura) • Roy Lee (County of Santa Barbara) • James Kyriaco (City of Goleta) • Julie Mayer (City of Carpinteria) • Doug Halter (City of Ventura) • Gabe Teran, (City of Oxnard) • Steven Gama (City of Port Hueneme) Members Not Present: <ul style="list-style-type: none"> • Eric Friedman (City of Santa Barbara) • Laura Capps (County of Santa Barbara) 	
Item	1B - C	Approval of Administrative Items B. Approval of Agenda and Filing of Certificate of Agenda Posting. C. Consideration and Approval of Minutes of the BEACON Meeting held on May 16, 2025.
Minutes/ Actions:	Board Members Comments: <ul style="list-style-type: none"> • None. Public Comments: <ul style="list-style-type: none"> • None. Motion to approve Items IB and IC as set forth in the agenda. Moved by Halter / Second by LaVere. Unanimously approved.	

Item	2	Public Comment and Other Matters not on the agenda Receive public comments.
Minutes/ Actions:	Board Members Comments: <ul style="list-style-type: none"> • None. Public Comments: <ul style="list-style-type: none"> • None. 	

Item	3	Presentations - Presentation by Andrew Raaf, Environmental Manager for Santa Barbara County Flood Control District, on the beachSMART Program.
Minutes/ Actions:	Andrew Raaf made a PowerPoint presentation on the Santa Barbara County beachSMART project. Executive Director Bayeler indicated that the Boasrd will remember that we have had Andrew Raaf, Environmental Manager for the Santa Barbara County Flood Control District, present to the Board in the past on a number of items. Today Andrew will be presenting on a new initiative from the County that is funded through the Coastal	

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	<p>Conservancy and for which BEACON will have a small role providing technical and scientific advice.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Member Roy asked what will Flood Control do if an emergency occurs during the project development?• Andrew Raaf responded that during the implementation of the beachSMART project, if a flood event occurs, then Flood Control will deal with under emergency permits, as done previously.• Member Mayer asked if the proposed Marine Protection Area off the coast would have an effect on beach sediment operations?• Andrew Raaf indicated that this question has been considered but we do not have a definitive answer yet.• Vice Chair Gama thanked Andrew and asked if the Coastal Commission is a partner on this project.• Andrew Raaf indicated that the Coastal Commission is a tentative supporter of the project. This has evolved since 2018 when there was a lot of outcry. Generally, today the community recognizes that sediment is an important resource and understands the water shed processes and are more tolerant of the temporary inconveniences associated with construction.• Vice Chair Gamas indicated that people are now looking at basin sediment as a resource and no longer waste.• Executive Beyeler added that the beachSMART program will look at multiple locations for potential sediment deposits and thereby address beach erosion at other communities. In addition, Mr. Beyeler can endorse that the Coastal Commission has changed its view on regional sediment programs and regional monitoring and the beachSMART program model can be used by other communities in California. BEACON also is doing complimentary research and technical services and we will be bringing CSUCI's expertise as part of BEACON's technical advice on the beachSMART project.• Member Kyriaco stated that there has been a lot of education since 2018 as to what beach nourishment is and isn't. What is important is that it gives us an opportunity to work together and collaboratively. What has happened in the past is that we had to react quickly to avoid flooding and it was a one-way street. <p>Public Comments: None.</p>
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Item	5A	BEACON Organization and Program Board Members Reports
Minutes/ Actions:	Board Members Comments:	<ul style="list-style-type: none">• Member Kyriaco reported that on May 17 Goleta is celebrating 20 years of Ellwood Mesa Preserve.• Member Halter reported that the Surfers Point Managed Retreat is progressing well – the

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	<p>bike path has been paved. In addition, the City of Ventura moved forward with the City General Plan update and it includes active transportation and sand management.</p> <ul style="list-style-type: none"> • Member Mayor reported that she toured the Santa Monica Debris Basin last week. She reported that one can see the natural material coming down into the basin. The Carpinteria community should be very grateful for this basin. • Vice Chair Gama indicated that he is interested in how much sediment is going to be released from Matilija Dam - it is estimated to be 10M CY. This is a monumental project. The question is how much sediment will end up at the coast. • Vice Chair Gama further reported that the City of PH has an issue regarding the sand trap at Hollywood beach. The sand in this sand trap feeds PH Beach nourishment. Over the past 15 years with the reduced dredging of CI harbor, the sand trap has been accumulating sand resulting in sand dunes developing at Hollywood Beach. The dunes are so big that you can no longer see the ocean. The Coastal Commission has now installed fencing to protect the dunes and endangered species. But this sand should be at PH Beach. Our battles are all about dredging and to secure additional funding to continue the dredging before the snowy clover nesting season begins. If we do not accomplish this, we will have serious problems at PH Beach. • Brian Brennan indicated that he toured Santa Monica Debris Basin, and it was impressive. Any opportunity to take the sediment in the basin to Carpinteria makes sense. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.
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Item	<p>5B</p> <p>BEACON Organization and Program Appointment of Brian Brennan as Special Projects Advisor i. Receive a Staff Report on Special Projects Staff; ii. Adopt Resolution 2025-01 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2026 (Exhibit I).</p>
Minutes/ Actions:	<p>Executive Director Beyeler explained that BEACON runs on very dear resources. BEACON has been the beneficiary overtime for staff personnel resources that we have not had to pay for. We have relied on Mr. Brennan for his historic knowledge but also for his current and continuing contacts within the governance of Ventura County. I will give some examples of the recent activities that Brian has been involved in to illustrate the essential nature of Brian's involvement with BEACON. BEACON is a member of the American Shore and Beach Preservation Association (ASBPA) which is a national organization, and they hold many meeting throughout the year. It is impossible for the Executive Director to attend these meeting on an ongoing basis, but Brian represented BEACON at the recent "Coasts Week" event in Washinton DC this spring. Similarly, BEACON coordinates with CMANC (California Marine Affairs & Navigation Conference), which implements important lobbying efforts. CMANC met yesterday in Ventura with all the harbors within the BEACON jurisdiction and Brian represented BEACON there. In addition, Brian, Gerald, and myself have represented BEACON in the newly formed Southern California Sand Collaborative along with the other counties in southern California to coordinate our efforts. Therefore, it is</p>

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	<p>important that we re-appoint Brian Brennan as Special Project Volunteer. I would also like to thank Supervisor LaVere for giving Brian the time to serve in this voluntary role.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Member LaVere stated he would recuse himself from the vote since Brian works for the Board of Supervisor.• Member Halter indicated he could not imagine supporting someone as well qualified and with such a significant history with our community as Brian Brennan, especially in regard to the coast and our environment. Member Halter stated he was ecstatic that Brian was willing to continue to in this role.• Vice Chair Gama thanked Supervisor LaVere and previous Supervisor Steve Bennett for supporting Brian's continued involvement with BEACON. Vice Chair Gama indicated that Brian Brennan has been the face of BEACON. A lot of the positive movement of BEACON in recent years has had Brian at the forefront. Vice Chair Gama was supportive of Brian continuing in this role. <p>Public Comments:</p> <ul style="list-style-type: none">• None. <p>Motion to approve item - Moved by Halter / Second by Kyriaco. Approved.</p>
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Item	5C	<p>BEACON Budget Actions and Financial Reports</p> <p>a. Review and approve Budget Modifications for Fiscal Year 2024-25 Budget:</p> <ul style="list-style-type: none">a. Increase Services and Supplies \$24,000b. Decrease Contingency \$12,000c. Decrease Unassigned Fund Balance \$12,000. <p>b. Review and approve the Recommended Fiscal Year 2025-2026 Budget (Exhibit I).</p> <p>c. Adopt the Budget Resolution 2025-2 for Fiscal Year 2025-2026 (Exhibit II).</p>
Minutes/ Actions:		<p>Executive Director Beyeler indicated that this is an important item. We have had multiple discussions on the budget, both the current year budget and the proposed budget. There are three items before you today. One is a modification of the existing division of funds within our budget categories to allow us to finish out the year with needed adjustments within our professional service agreements. BEACON effectively expends all of the dues each year to cover our operating budget, but we have also been able to increase our reserves in order to manage cash flow for our grants.</p> <p>The second item is the adoption of the FY 2526 Budget, which the Board saw at the January and the March Board meetings. It is the same budget as presented at the board meeting and includes a 15% increase as adopted at the March meeting. The new budget will allow us to secure an administrative person. We just received the biennial audit report that we will present to the Board in July and we have been given a very good assessment in managing our finances.</p>

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	<p>The third item is a budget resolution that memorializes the delegations and the powers you hold to make financial decisions.</p> <p>Having spent a great deal of time talking about the budget both to the Board and to the Finance Committee, we want to thank the board for its support in our assertions regarding the need of a budget increase to meet our needs and improve the effectiveness of BEACON.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Vice Chair Gama asked if there were any comments from Board Members. None were offered. <p>Public Comments:</p> <ul style="list-style-type: none">• None. <p>Motion to approve item - Moved by Halter / Second by Teran. Unanimously approved.</p>
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Item	5D	<p>BEACON Contracts and Agreements</p> <p><i>Recommended Actions:</i></p> <ol style="list-style-type: none">Approve and authorize the Executive Director to execute Amendment No. 2 to the Agreement with Integral Consulting, similar to the attached, to assist BEACON in completing a report on options for integrating Regional Sediment Management and Sea-Level Rise (SLR) Adaptation with a period of performance from March 15, 2024 to December 31, 2025, in an amount of \$10,000 for a total amount not to exceed \$60,000, upon approval of State grant funding extension and review and approval by legal counsel. (Attachment 1).Approve and authorize the Executive Director to execute an Agreement with Santa Barbara County Flood Control District, similar to the attached, to assist the County in preparing a sediment management program (“the BeachSmart project”) for the southern area of Santa Barbara County with a period of performance from May 16, 2025 to June 30, 2028 for a total amount not to exceed \$147,000 with funding provided by the California State Coastal Conservancy, upon review and approval by legal counsel (Attachment II).Approve and authorize the Chair to execute an Agreement with Gerald Comati/COM3 Consulting to provide Program and Project Management Services to BEACON with a period of performance from July 1, 2025 to June 30, 2026, in an amount not to exceed \$50,000. (Attachment III).Approve and authorize the Chair to execute an Agreement with Pam Baumgardner to provide Webmaster, Social Media Communication, and Information Management Services to BEACON with a period of performance from July 1, 2025 to June 30, 2026, in an amount not to exceed \$6,000 (Attachment IV).
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	<ul style="list-style-type: none">v. Approve and authorize the Chair to execute an Agreement with Santa Barbara County for Legal Services to BEACON with a period of performance from July 1, 2025 to June 30, 2026, in an amount not to exceed \$15,000 (Attachment V).vi. Approve and authorize the Chair to execute an Agreement with Ventura County to provide Accounting Services to BEACON with a period of performance from July 1, 2025 to June 30, 2026, in an amount not to exceed \$20,000 (Attachment VI).vii. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, focusing on assisting BEACON Science Advisory Committee (SAC) activities, in an amount not to exceed \$25,000 with a period of performance from July 1, 2025 to June 30, 2026 (Attachment VII).viii. Approve and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from July 1, 2025 to June 30, 2026, in an amount not to exceed \$10,000 (Attachment VIII).ix. Approve and authorize the Chair to execute an Agreement with Dorothy Horn to provide professional data and Geographic Information Systems (GIS) professional services with a period pf performance from July 1, 2025 to June 30, 2026, in an amount not to exceed \$22,000 (Attachment IX).
Minutes/ Actions:	<p>Legal Counsel McKenzie stated that for the record, the Santa Barbara County Counsel's Office does not review the annual legal services contract. The last time the contract was reviewed was by the Ventura County Counsel's Office in 2018 and the agreement has not had any substantive changes since that time.</p> <p>Executive Director Marc Beyeler explained that BEACON exists based on its dues. In order to do programs and projects BEACON must leverage its dues into additional funds such as grants funds. The first two items in this item are related to the leverage of grant funds. The first one is an amendment to an agreement with Integral for an additional \$10,000. This project is a governance study that was secured by BEACON through a Coastal Conservancy Grant. the grant proposal was for \$150,000 but BEACON only received \$50,000. This is challenging but we have proceeded as best we can. To finish up this study, Staff is recommending an amendment for an additional \$10,000 using BEACON funds. The second agreement is the agreement between BEACON and Santa Barbara County for BEACON's role in the beachSMART program. BEACON will provide technical services and expertise on this project.</p> <p>The remaining items are the annual consultant and agency agreements for the BEACON core staff. This includes annual agreements with our Program Manager, Legal Counsel, Auditor Controller's office, our webmaster and others. We have been successful in retaining this team of consultants and agency staff.</p>

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	<p>Board Members Comments:</p> <ul style="list-style-type: none"> Vice Chair Gama thanked the Executive Director. There are nine actions and there will be some recusals from some of the Board Members. Vice Chair Gama asked if each action should be voted on separately or all at once. Counsel McKenzie indicated that a single vote could occur for all the actions, with the motion capturing the specific recusals. Member Teran recused himself from Item vi, agreement with Ventura County, and Item viii, agreement with CSUCI, due to consulting work with these entities. Member LaVere also recused himself for Item vi, agreement with Ventura County. <p>Public Comments:</p> <ul style="list-style-type: none"> None. <p>Motion to approve Items 5D as recommended on the agenda, with Member LaVere recusing from Item vi, and Member Teran recusing from Item vi, and Item viii. Moved by Halter / Second by Mayor. Unanimously approved.</p>
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Item	6	<p>Closed Session Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).) Conference with Labor Negotiators (Gov. Code § 54957.6(a).) Employee: Executive Director. Agency-designated representatives: Vice Chair Gama and Counsel McKenzie.</p>
Minutes/ Actions:		<ul style="list-style-type: none"> Legal Counsel McKenzie explained the two items (Executive Director performance evaluations, and contract negotiations) and indicated that if there are no public comments, the board should move to the adjoining conference room to discuss the items. Vice Chair Gama and other Board Members returned to the Council Chambers, and Vice Chair Gama reported that the Closed Session was complete, and that Member Kyriaco and Member LaVere departed following the Closed Session. Counsel McKenzie indicated there were no items to report out.

Item	7	<p>Executive Director's Report and Communications The Executive Director will report on recent activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects, including the status of recent BEACON presentations on activities and accomplishments to our member agencies. There will be no Board discussion except to ask questions or refer matters to Staff; no action will be taken unless listed on a subsequent agenda.</p>
Minutes/ Actions:		<p>Executive Director Beyeler indicated that there are many activities that the Board does not necessarily see but that staff are engaged. He wished to report on some items. One of them is the annual Sand Summit. The Sand Summit was started in 2019 in collaboration with Ventura County, and it focuses on the Ventura part of the Santa Barbara Littoral Cell. The 2025 Sand Summit was held in April and all the harbors, the Navy, and resource agencies</p>

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were invited along with other interested parties and science expertise. As the Board know, all the harbors perform annual or biennial harbor bypass dredging. Whereas the Santa Barbara and Ventura Harbors have been consistently supported with adequate federal dredging dollars, the Channel Island Harbor has not been provided with sufficient federal resources to move all the sediment needed to support PH Beach. Consequently, each year BEACON lobbies to secure sufficient funds for Channel Islands dredging, but nothing is guaranteed. This last year, Channel Islands did not get sufficient federal funds, and we are looking for supplemental funds to execute the remaining dredging. In the absence of these dredging projects, the integrity of downcoast sandy beaches are threatened. In 2013/ 2014, only 600 CY was moved to PH Beach from Channel Island Harbor, and as a result, federal funds were assigned to place rock at the back of the beach to protect the main road along PH Beach. One of the items added to this year's sand summit was a tour of the Navy Base at Magu. In addition to the threats at PH Beach, the navy base is also suffering serious erosion threats. Regional solutions to deal with these existential threats need to be effective, and we may have to rethink our regional nourishment strategies. BEACON has a good relationship with local agencies and federal funders, and we continue to lobby. That said, this year has been a particularly challenging year for federal funding, and we don't know how things will evolve moving forward. As always BEACON brings to the Sand Summit the best scientists. This year we discussed sand bypass initiatives to assess both onshore and offshore bypass options. Without question, this year's summit was very productive. BEACON will continue this effort and keep the Board in the loop.

In addition, as mentioned earlier in the meeting today, BEACON has joined a sand collaborative with the five counties in Southern California and we all have the same challenges as BEACON. We have been meeting for over a year now and I believe this coalition will be an important initiative. We all will benefit as a collective when seeking funding as a Southern California collaborative rather than a competing entity. Related to this, BEACON participates in the California Sediment Management Workgroup. This group consists of 17 state and federal agencies that meet regularly to discuss regional sediment management. The workgroup suspended operations two years ago, but due in part to BEACON's cheerleading, the workgroup has reassembled itself and is meeting again. So, there are multiple groups pushing for the same thing, which is the best approach for success. BEACON staff also pressed for the national ASBPA conference to be held in California, which had not happened for many years, and in 2023 it did. Then BEACON asked that the State ASBPA conference (H2O Conference) be hosted within the BEACON jurisdiction, and that occurred in 2024 in Ventura. The next national ASBPA is coming back to Long Beach in October 2025.

As mentioned earlier, federal funding is challenging right now, however, there are other options. There is a new state climate bond that was recently approved which could provide new grant fund opportunities.

Finally, BEACON has recently completed some important grant-funded projects, which we

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	<p>are very proud of and will present to the Board in upcoming meetings.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Vice Chair Gama thanked Mr. Beyeler and mentioned that he frequented Pt Mugu when he was a small kid and Pt Mugu has changed so much over the last fifty years - so much sand has been lost. All of the BEACON entities have different issues.• Brian Brennan indicated that the 2025 Sand Summit recording is online available to watch on the BEACON website. The BEACON model is recognized, and many entities are try to emulate this model.• Vice Chair Gama added that he has three photographs that drastically represent the change at Pt Mugu. <p>Public Comments:</p> <ul style="list-style-type: none">• None.
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The next Board Meeting will be held on July 18, 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
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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

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Website:
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STAFF REPORT

Meeting Date: July 18, 2025
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 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

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STAFF REPORT

Meeting Date: July 18, 2025
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 2025

Subject: Presentation on Dredging and Beach Nourishment Programs in the Santa Barbara Littoral Cell

RECOMMENDED ACTION:

- A. Receive presentations on Dredging and Beach Nourishment Programs in the Santa Barbara Littoral Cell.
- B. Approve and authorize the Chair to sign letters of support for the federal projects aligned with BEACON's purpose in the Santa Barbara Littoral Cell on behalf of BEACON.



A California Joint Powers Agency

Member Agencies

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City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama
City of Port Hueneme

Doug Halter
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STAFF REPORT

Meeting Date: July 18, 2025
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 2025

Subject: Board Member Reports

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



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

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STAFF REPORT

Meeting Date: July 18, 2025

Agenda Item: 5B

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 2025

Subject: Appointment of BEACON Science Advisory Committee (SAC) Members and Modification of SAC Bylaws

RECOMMENDED ACTIONS:

- i. Confirm the appointment of Members and Co-Chairs of the Science Advisory Committee (SAC).
- ii. Adopt revisions to the SAC Bylaws, including 1) defining a quorum of the SAC as a majority of the members, and 2) making changes to the SAC Bylaws subject to the vote of a majority of the Board Members. (7 votes required). (Attachment 1).

DISCUSSION:

Appointment of the SAC Co-Chairs and Members:

Members of the SAC are appointed by the Chair of the BEACON Board with confirmation by the Board of Directors. Each member serves for a two-year term. Members can be re-appointed for multiple two-year terms.

The BEACON Board of Directors confirmed the appointment of the current members of the BEACON Science Advisory Committee for a two-year term in 2023, expiring in 2024. BEACON Executive Staff have recommended that the Chair re-appoint the SAC Members listed below for two-year terms ending in 2027. BEACON Executive Staff is recommending that the Board confirm the appointments made by the Chair, consistent with BEACON Bylaws.

Background: The BEACON Coast faces many threats and challenges, including a multitude of management and governance demands, requiring BEACON to seek out the best available science and support new science initiatives or activities that would assist with improved decision-making and decision outcomes.

A key strategic objective at BEACON currently is to bridge the gaps between science and decision-making, better integrating science into



BEACON's program and project initiatives. BEACON serves as a facilitator, connecting regional and local coastal resilience efforts, linking applied science with decision-making, and partnerships.

In 2019-2020, BEACON and its science partners, CSU Channel Islands, CSBPA, and California Sea Grant, undertook an assessment of science needs and science resources available to BEACON. Out of this effort came the proposal to form a Science Advisory Committee to assist BEACON in better aligning research and policy needs.

The Beacon Board appointed the original SAC members in 2021. The SAC spent its first year further assessing science and research needs and opportunities. In 2022 the SAC completed an initial Science Research Agenda (with Early Implementation Plan). In 2023, The SAC was re-appointed by the Chair and confirmed by the Board for two year terms ending in 2024.

Over the past four years the SAC and SAC members have provided valuable scientific and technical assistance in support of BEACON's mission, goals, and activities, importantly, the SAC has assisted BEACON in identifying and prioritizing several complementary research needs and opportunities informing and aiding Beacon projects.

The Science Research Agenda developed by the SAC has helped BEACON focus and sharpen its research and science support efforts, even as these address broad physical, environmental, ecological, and social data and research needs. Beacon staff are currently working with the SAC Co-Chairs and SAC members to update the Science Research Agenda.

Below are the SAC members recommended for appointment by the Chair:

Co-Chair Dr. Kirsten Patsch,

Professor and Chair, ESRM, CSUCI

Co-Chair Dr. Douglas George

Vice President, California Shore & Beach Preservation Association

Mr. Robert Battalio

Principal, Coastal Futures

Dr. Jenifer E. Dugan

Associate Research Biologist, Marine Science Institute

Deputy Director, Coastal Marine Institute

Dr. Lesley Ewing

Senior Coastal Engineer, California Coastal Commission (Retired)

Dr. Dan Hoover

Oceanographer, Pacific Coastal and Marine Science Center, United States Geological Survey

Dr. Philip King

Professor, Department of Economics, San Francisco State University (Retired)



Dr. Charles Lester

Marine and Coastal Policy Center, Marine Science Institute, UCSB

Dr. Dan Reineman

Assistant Professor, Environmental Sciences and Resource Management,
California State University, Channel Islands

Dr. David Revell

Principal, Integral Corporation

Dr. Sean Vitousek

Research Oceanographer, Pacific Coastal and Marine Science Center,
United States Geological Survey

Modification of the SAC BYLAWS:

The BEACON Executive Director is recommending the Board modify the SAC Bylaws to change the quorum to a simple majority from a two-thirds majority. Currently the SAC Bylaws define a quorum as a 2/3 majority. Staff is recommending a change in the SAC Bylaws to define a quorum as a simple majority.

Under the Brown Act rules that govern the meetings of the SAC, a quorum is required to meet in person or remotely from within Beacon's jurisdiction of Santa Barbara and Ventura counties. Given that the SAC is made up of experts from throughout the state of California, arranging for a two-thirds majority quorum of the SAC to be within the two counties has proven to be a constraint to holding the SAC meeting. Members serve on the SAC without compensation. Beacon provides only limited funding for meeting attendance.

Staff is recommending the Board adopt an amendment to the SAC Bylaws to change the quorum to a simple majority. The actual effect is to reduce the quorum needed by one member present in-person or remotely within the jurisdictions of Santa Barbara and Ventura counties. Staff believes that this modest change in meeting attendance will facilitate holding SAC meetings.

In addition, the current SAC Bylaws require a two-third majority to change any provisions of the Bylaws. BEACON staff is recommending this provision be changed to identify a simple majority vote is necessary to change SAC Bylaws. The SAC does not have any formal approval role in BEACON programs and policy and cannot by itself commit BEACON to any action, policy, or course of action. Staff is confident that no oversight by the BEACON Board would be lost under this Bylaws change.

Attachment 1 – SAC Bylaws.

ITEM 5B

ATTACHMENT 1

SAC Bylaws



DRAFT REVISED BYLAWS FOR SCIENCE ADVISORY COMMITTEE

(Adopted by the BEACON Board, September 18, 2020;
Revised Bylaws Adopted by the BEACON Board of Directors, November 8, 2022;
Proposed Revised Bylaws, July 18, 2025)

1.0 FUNCTION

The Science Advisory Committee (SAC) is a standing advisory committee, which provides professional technical science advice and recommendations to the policy making Board of Directors of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) on issues related to:

- Reviewing relevant data collection and scientific research initiatives of importance to beaches within BEACON's jurisdiction;
- Discussing, evaluating, and prioritizing of data collection and scientific investigations of most relevance to BEACON's mission and that BEACON could support;
- Identifying of science support resources;
- Developing ways to better integrate science into BEACON's policy and decision-making;
- Collaborating with academic and agency partners on new science initiatives;
- Providing up-to-date science data and research results to regional and local program managers; and
- Where needed and appropriate, providing scientific advice on new BEACON projects or identifying scientific expertise to be consulted on project evaluations.

2.0 REPRESENTATION & TERM

The Chair of the BEACON Board of Directors shall have the authority to appoint Co-Chairs and committee members with confirmation of the appointments made by the Board of Directors. (Bylaws, Art. IV.A.) Membership of SAC shall consist of thirteen (13) members that are experienced scientific personnel encompassing physical, ecological, and social science disciplines focused on coastal and ocean topics from academic, public, and private organizations. SAC members shall have specific knowledge and expertise in the following scientific and technical areas, including but not limited to:

- Geomorphology;
- Hydrology;
- Geology;
- Biology;
- Beach Ecology;
- Oceanography;
- Coastal Engineering;

- Coastal Economics;
- Coastal and Ocean Law and Policy;
- Social Ecology;
- Political Science;
- Sociology; and
- Social and Environmental Justice.

Each designated SAC member shall serve for a two-year term, or if applicable, at the will and pleasure of their appointing authority. SAC members may re-appointed to additional terms without limitation.

BEACON consultant staff shall provide support for SAC including scheduling of meeting locations, preparing and distributing agendas and meeting materials, and taking meeting minutes.

3.0 VOTING

Each voting member shall be entitled to one vote. (Bylaws, Art. IV § D.) Only voting members or their alternates who are present at the meeting may make a motion, second a motion, or vote upon a motion under consideration by SAC. A motion shall pass if approved by a simple majority of the members present at the meeting unless otherwise required.

Ex-officio members may not vote. (Bylaws, Art. IV § D.) Ex-officio members may not make a motion, second a motion or vote upon any motion under consideration by SAC.

BEACON Executive or consultant staff may present recommended board actions to SAC to receive the committee's professional advice and input. SAC may recommend approval of BEACON Executive or consultant staff recommendations or may formulate and approve its own recommendations and shall not be bound by those presented by BEACON Executive or consultant staff. BEACON Executive or consultant staff shall report to the BEACON Board of Directors on recommendations adopted by SAC.

4.0 QUORUM

A quorum shall be ~~two-thirds~~ a majority of the committee members (87 of 123 members). A quorum shall be required for the conduct of any business of the SAC. (Bylaws, Art. V, § 1.) No business shall be conducted by a committee without a quorum. (Bylaws, Art. V, § 1.)

5.0 OFFICERS

Officers of SAC shall include two Co-Chairs. After the initial term, SAC members may elect officers by a majority vote of a simple majority of the quorum.

6.0 REPRESENTATION AT BEACON BOARD MEETINGS

Either Co-Chair will attend Board meetings to represent the SAC as may be needed to facilitate Board discussion on issues germane to SAC's advisory role.

7.0 MEETINGS

Meetings of SAC shall be held at least once annually. In addition, once a year the SAC shall participate in a workshop with member agency department managers (public works and planning) to discuss scientific, and related management and policy, issues of importance to BEACON's mission. At the discretion of either Co-Chairs, meetings may be rescheduled or cancelled. At the request of either Co-Chair additional meetings may be scheduled.

Meetings shall be conducted in compliance with the Ralph M. Brown Act as amended. (Gov. Code §§ 54950 *et seq.*)

8.0 BYLAW ADOPTION AND AMENDMENTS

A ~~two-thirds~~ majority of the BEACON Board of Directors shall be required to adopt these bylaws and any amendments to these bylaws. SAC may recommend bylaw amendments to the BEACON Board of Directors.



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
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Staff Report

Meeting Date: July 18, 2025

Agenda Item: 5C

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 2025

Subject: BEACON Financial Actions

RECOMMENDED ACTION:

Receive and file the BEACON Biennial Financial Report for Fiscal Years 2023 and 2024.

DISCUSSION:

BEACON's financial performance is evaluated by an outside independent accounting firm every two years. Attached is the Biennial Financial Report for Fiscal Years 2023 and 2024 completed by Moss, Levy & Hartzheim, LLP, Certified Public Accountants. The financial report was prepared with the support of the Ventura County Auditor Controller staff and was reviewed by Controller staff.

The report did not identify any financial issues that need correction in Beacon's financial practices. In addition, the Financial Report notes that BEACON has been able to increase its grants income over the past two years noting that "net position may serve over time as a useful indicator of a government's financial position. In the case of BEACON, at the close of fiscal years 2024 and 2023, assets exceeded liabilities by \$455,467 and \$336,912 respectively, with the change primarily due to an increase in grant activity from two managed grants to four."

BEACON staff work closely with the staff of the Ventura County Auditor Controller to ensure proper financial practices are followed and prudent budget practices are employed in BEACON's financial activities. The current Financial Report conclusions reflect these practices.

Exhibit:

I. BEACON Biennial Financial Report Fiscal Years 2023-2024.

ITEM 5C

ATTACHMENT I

BEACON Biennial Financial Report for Fiscal Years 2023 and 2024



Biennial Financial Report

For the Fiscal Years Ended

June 30, 2024 and June 30, 2023

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Beach Erosion Authority for Clean Oceans and Nourishment

Biennial Financial Report

For the Fiscal Years Ended June 30, 2024 and 2023

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**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BIENNIAL FINANCIAL REPORT
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023**

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INTRODUCTORY SECTION

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**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BIENNIAL FINANCIAL REPORT
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023**

OUR MISSION STATEMENT

“To address coastal erosion, beach nourishment and clean oceans within the Central California Coast from Point Conception to Point Mugu and to foster greater cooperation toward the maintenance and enhancement of the beaches within the jurisdiction of member agencies.”

LIST OF OFFICIALS

June 30, 2024

Board Members:

Laura Capps	Supervisor, County of Santa Barbara
Das Williams	Supervisor, County of Santa Barbara
Vianey Lopez	Supervisor, County of Ventura
Matt LaVere	Supervisor, County of Ventura
Eric Friedman	Councilmember, City of Santa Barbara
Gabe Teran	Councilmember, City of Oxnard
Steven Gama	Councilmember, City of Port Hueneme
Kyle Richards	Councilmember, City of Goleta
Doug Halter	Councilmember, City of San Buenaventura
Monica Solorzano	Councilmember, City of Carpinteria

Administrative:

Marc Beyeler	Executive Director
Susan McKenzie	Legal Counsel
Jeffery Burgh	Auditor-Controller
	BEACON Chief Financial Officer

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FINANCIAL SECTION

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MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

RONALD A LEVY, CPA
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA
ADAM V GUISE, CPA
TRAVIS J HOLE, CPA
WILSON LAM, CPA

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INDEPENDENT AUDITOR'S REPORT

To the Members of the Governing Board
Beach Erosion Authority for Clean Oceans and Nourishment
Ventura, California

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Beach Erosion Authority for Clean Oceans and Nourishment (Authority) as of and for the fiscal year ended June 30, 2023 and June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund, and the aggregate remaining fund information of the Beach Erosion Authority for Clean Oceans and Nourishment as of and for the fiscal year ended June 30, 2023 and June 30, 2024, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and those standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement dates, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 6 through 12 and Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget to Actual – General Fund be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The Project Descriptions on pages 34 and 35 and the Project Revenue and Expenditures by Category and Project Expenditures by Category Schedules on pages 36 and 37 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 5, 2025, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



Moss, Levy & Hartzheim, LLP
Culver City, California
May 5, 2025

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

This section of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) basic financial statements presents a discussion and analysis of BEACON's financial performance during the fiscal years ended June 30, 2024 and 2023.

FINANCIAL HIGHLIGHTS

- The assets of BEACON exceeded its liabilities at the close of fiscal years 2023-24 and 2022-23 by \$455,467 and \$336,912 (net position) respectively. Of these amounts, \$455,467 in FY 2023-24 and \$336,912 in FY 2022-23 (unrestricted net position) may be used to meet BEACON's ongoing obligations.
- BEACON's total net position in FY2023-24 of \$455,467 increased by 35 percent compared with FY2022-23. Total net position in FY2022-23 of \$336,912 increased by 20 percent compared with FY2021-22.
- BEACON's total revenue increased by 24 percent or \$123,661 from \$516,555 in FY 2022-23 to \$640,216 in FY 2023-24 primarily due to an increase in grant activity with the addition of the Bay Foundation and Regional Sediment Management grant projects, and an increase in membership dues .

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to BEACON's basic financial statements. BEACON's basic financial statements comprise three components:

- 1) Government-wide financial statements,
- 2) Fund financial statements, and
- 3) Notes to the basic financial statements.

This report also contains required and other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of BEACON's finances, in a manner similar to private-sector business. The *statement of net position* and *statement of activities* use the flow of economic resources measurement focus and accrual basis of accounting. The focus and basis emphasis is on the *long-term* view of BEACON's finances.

The *statement of net position* presents information on all of BEACON's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of BEACON is improving or deteriorating.

The *statement of activities* presents information showing how net position changed during the most recent fiscal years. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses reported in this statement include some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 13 to 15 of this report.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

Fund Financial Statements

Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of BEACON rather than BEACON as a whole. They are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. BEACON is a single purpose, single fund entity and utilizes a governmental fund to account for its activities.

The fund financial statements consist of the balance sheet and statement of revenues, expenditures, and changes in fund balance. These are prepared on the modified-accrual basis of accounting, whereas government-wide statements are prepared on the full-accrual basis.

In general, these financial statements under the modified-accrual basis have a short-term emphasis and for the most part, measure and account for assets that are current financial resources, and liabilities that are expected to be liquidated with current financial resources. Specifically, cash and receivables collectible within a very short period of time are reported on the balance sheet.

The difference between a fund's total assets, deferred outflows of resources, total liabilities, and deferred inflows of resources represents the fund balance. The assigned and unassigned portions of the fund balance represents the amount available to finance future activities. For fiscal years 2024 and 2023, fund balances were assigned to finance the budgetary deficits of the ensuing fiscal years.

The operating statement for the governmental fund reports all expenditures incurred, but only those revenues that were collected in cash during the current period or very shortly after the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. When differences exist, both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The fund financial statements can be found on pages 16 and 17 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 18 of this report.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning BEACON's budgetary schedules. BEACON adopts an annual appropriated budget. Budgetary comparison schedules for the general fund have been provided to demonstrate compliance at the legal level of budgetary control. Required supplementary information can be found on pages 30 to 32 of this report.

Supplementary Information

Supplementary information includes the project descriptions and the schedules for revenue and expenditures by project and project expenditures by category. Supplementary information can be found on pages 34 through 37 of this report.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of BEACON, at the close of fiscal years 2024 and 2023, assets exceeded liabilities by \$455,467 and \$336,912 respectively, with the change primarily due to an increase in grant activity from two managed grants to four.

The following is a summary of BEACON's assets, liabilities, and net position comparing FY 2023-24 with FY 2022-23, and FY 2022-23 with FY 2021-22:

Summary of Net Position Governmental Activities June 30, 2024, 2023, and 2022						
	<u>FY 2023-24</u>	<u>FY 2022-23</u>	<u>Percent Increase (Decrease)</u>	<u>FY 2022-23</u>	<u>FY 2021-22</u>	<u>Percent Increase (Decrease)</u>
Assets:						
Current and other assets	\$ 527,384	\$ 440,379	20%	\$ 440,379	\$ 352,856	25%
Long-term assets	<u>67,811</u>	<u>27,659</u>	145%	<u>27,659</u>	<u>64,719</u>	(57)%
Total assets	<u>595,195</u>	<u>468,038</u>	27%	<u>468,038</u>	<u>417,575</u>	12%
Liabilities:						
Other liabilities	<u>139,728</u>	<u>131,126</u>	7%	<u>131,126</u>	<u>136,732</u>	(4)%
Total liabilities	<u>139,728</u>	<u>131,126</u>	7%	<u>131,126</u>	<u>136,732</u>	(4)%
Net position						
Unrestricted	<u>455,467</u>	<u>336,912</u>	35%	<u>336,912</u>	<u>280,843</u>	20%
Total net position	<u>\$ 455,467</u>	<u>\$ 336,912</u>	35%	<u>\$ 336,912</u>	<u>\$ 280,843</u>	20%

BEACON's total net position in FY 2023-24 of \$455,467 increased by 35 percent compared with FY 2022-23. Total net position in FY 2022-23 of \$336,912 increased by 20 percent compared with FY 2021-22.

At the end of each fiscal year, BEACON accrues all amounts owed but not yet paid by fiscal year-end. Total liabilities of \$139,728 for FY 2023-24 increased by \$8,602, compared to FY 2022-23, primarily due to a increase in fiscal year-end accrued expenditures for services that were paid out after fiscal year-end. Total liabilities of \$131,126 for FY 2022-23 decreased by \$5,606, compared to FY 2021-22.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

The following table summarizes the changes in net position comparing FY 2023-24 with FY 2022-23, and FY 2022-23 with FY 2021-22:

Summary of Activities Governmental Activities						
	<u>FY 2023-24</u>	<u>FY 2022-23</u>	Percent Increase (Decrease)	<u>FY 2022-23</u>	<u>FY 2021-22</u>	Percent Increase (Decrease)
Revenues:						
Program revenues:						
Membership dues	\$ 335,973	\$ 319,670	5%	\$ 319,670	\$ 304,159	5%
Operating grants and contributions	280,758	186,402	51%	186,402	231,901	(20)%
General revenues:						
Interest and investment earnings	<u>23,485</u>	<u>10,483</u>	124%	<u>10,483</u>	<u>(2,579)</u>	(506)%
Total revenues	<u>640,216</u>	<u>516,555</u>	24%	<u>516,555</u>	<u>533,481</u>	(3)%
Expenses:						
Administrative	254,480	246,959	3%	246,959	234,641	5%
Technical and engineering services	<u>267,181</u>	<u>213,527</u>	25%	<u>213,527</u>	<u>269,375</u>	(21)%
Total expenses	<u>521,661</u>	<u>460,486</u>	13%	<u>460,486</u>	<u>504,016</u>	(9)%
Change in net position	118,555	56,069	111%	56,069	29,465	90%
Net position, beginning	<u>336,912</u>	<u>280,843</u>	20%	<u>280,843</u>	<u>251,378</u>	12%
Net position, ending	<u>\$ 455,467</u>	<u>\$ 336,912</u>	35%	<u>\$ 336,912</u>	<u>\$ 280,843</u>	20%

BEACON received total revenue of \$640,216 in FY 2023-24, which is an increase of \$123,661 when compared with FY 2022-23. Total revenue received in FY 2022-23 was \$516,555, which was a decrease of \$16,926 compared with FY 2021-22. Increase in revenue for FY 2023-24 is primarily due to an increase in grants and contributions. Decrease in revenue for FY 2022-23 is primarily due to a decrease in grant revenue.

In FY 2023-24, total grant revenue of \$280,758 was recognized for the Coastal Access Data Research Project Grant, Regional Coastal Adaptation Monitoring Grant, Coastal Adaptation Governance Study Grant, and the Regional Coastal Resilience Sediment Pilot Program project.

BEACON had interest and investment earnings, including the allocated portion of the Ventura County Investment Pool unrealized gain or loss in the fair value of investments at June 30, 2024 and June 30, 2023, of \$23,485 and \$10,483 respectively, this was a 124 percent increase. Interest and investment earnings for FY 2022-23 was \$10,483 or a 506 percent increase when compared to FY 2021-22. The Ventura County Investment Pool earned an average rate of 4.15 percent in FY 2023-24 for funds invested in the investment pool when compared to an average rate of 2.60 percent in FY 2022-23.

In FY 2023-24, BEACON spent \$254,480 for administrative expenses compared to \$246,959 for FY 2022-23, an increase of \$7,521. This was primarily due to an increase in project management services as the number of BEACON's projects grew in FY23-24. Administrative expenses in FY 2022-23 increased by \$12,318 as compared to FY 2021-22. This was primarily due to audit expenses for the FY20-21 and FY21-22 biennial audit occurring in FY22-23. For technical and engineering services, in FY 2023-24, BEACON spent \$267,181 compared to \$213,527 for FY 2022-23, an increase of \$53,654. The increase stems from BEACON doubling the amount of grant funded projects in FY23-24 bringing their total number of grants from two to four compared to the previous fiscal year.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

The following is a summary of BEACON's governmental activities expenses, and the related operating grants and contributions, comparing FY 2023-24 with FY 2022-23, and FY 2022-23 with FY 2021-22:

<u>Governmental Activities</u>	<u>FY 2023-24</u>	<u>FY 2022-23</u>	<u>Increase (Decrease)</u>	<u>FY 2022-23</u>	<u>FY 2021-22</u>	<u>Increase (Decrease)</u>
Administrative	\$ 61,661	\$ 56,504	\$ 5,157	\$ 56,504	\$ 27,335	\$ 29,169
Technical and Engineering Services	219,097	129,898	89,199	129,898	204,566	(74,668)
Total Expenses	280,758	186,402	94,356	186,402	231,901	(45,499)
 Total Operating Grants and Contributions	<u>280,758</u>	<u>186,402</u>	<u>94,356</u>	<u>186,402</u>	<u>231,901</u>	<u>(45,499)</u>
Total Change	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

In FY 2023-24, BEACON expended the majority of grant funds of \$194,355 for the Regional Coastal Adaptation Project. Additional funds in the amount of \$86,403 were spent for the Coastal Resilience Sediment, Coastal Data Research, and the Regional Sediment Management Projects collectively. In FY 2022-23, BEACON expended \$142,950 in grant funds for the Coastal Resilience Project and \$43,452 for the Regional Coastal Adaptation Project.

OPERATING FUND BUDGETARY HIGHLIGHTS

BEACON had budgetary variances in FY 2023-24 of \$95,013 and FY 2022-23 of \$109,803, primarily due to amounts budgeted for reimbursable revenues that were unavailable and projects which were unspent. Additional budgetary information is provided on pages 30 through 32.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- During FY 2024-25, BEACON will continue to pursue development of work plan tasks to support a Regional Sediment Management Permit to allow for pre-permitted beach and shoreline receiver sites for sediment deposition.
- BEACON local sponsorship, oversight or management will continue in FY 2024-25 for the following projects: Surfers Point Project-Phase 2, Mondo's Cove Beach Access Project, and the Kelp Anchor Demonstration project. Additional grant funding will be sought to support these projects.
- In June 2016, Grant funding was secured for the Debris Basin Removal Project, which is a collaboration project with the Santa Barbara Flood Control District. Following the January 9, 2018, debris flow event in Montecito, the Santa Barbara County Flood Control District has modified its debris basin modification and removal strategy project. In FY 2023-24 BEACON staff and Santa Barbara Flood Control Agency has secured a contract amendment with OPC staff and the project will be implemented through FY 2024-25.
- In February 2020, BEACON was awarded a \$450,000 grant from the California Ocean Protection Council to conduct a series of technical and planning studies and assessments to support SLR adaptation planning and regional sediment management planning. The grant work began in FY 2021-22 and will conclude in FY 2024-25.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

- In FY 2023-24, BEACON was successful in assisting in securing supplemental funding for Channel Islands Harbor to allow full dredging operations. In FY 2024-25, BEACON will continue to work with its partners to seek supplemental funding for Channel Islands Harbor to allow full dredging operations.
- In FY 2024-25, BEACON will continue seek other grant funding opportunities to fund the projects listed above as well as BEACON's Policy and Management Initiatives, including funds to implement the BEACON Science Research Agenda.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of BEACON's finances for all those with an interest in BEACON's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Jeffery S. Burgh, BEACON Chief Financial Officer, County of Ventura, 800 South Victoria Avenue, Ventura, California, 93009.

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BASIC FINANCIAL STATEMENTS

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENTS OF NET POSITION - GOVERNMENTAL ACTIVITIES
JUNE 30, 2024 AND 2023

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
<u>ASSETS</u>		
Cash and investments (Note 2)	\$ 333,823	\$ 354,602
Receivables, net (Note 4)	7,663	4,077
Due from other governmental agencies (Note 4)	185,898	81,700
Long-term receivable (Note 4)	<u>67,811</u>	<u>27,659</u>
Total assets	<u>595,195</u>	<u>468,038</u>
<u>LIABILITIES</u>		
Accounts payable	134,143	128,183
Due to other governmental agencies (Note 6)	5,576	2,934
Unearned revenue	<u>9</u>	<u>9</u>
Total liabilities	<u>139,728</u>	<u>131,126</u>
<u>NET POSITION</u>		
Unrestricted	<u>455,467</u>	<u>336,912</u>
Total net position	<u>\$ 455,467</u>	<u>\$ 336,912</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

		Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Membership Dues	Operating Grants and Contributions	Total Governmental Activities
<u>Functions/Programs</u>	<u>Expenditures</u>			
Governmental activities:				
Administrative	\$ 254,480	\$ 274,854	\$ 61,661	\$ 82,035
Technical and engineering services	<u>267,181</u>	<u>61,119</u>	<u>219,097</u>	<u>13,035</u>
Total governmental activities	<u>\$ 521,661</u>	<u>\$ 335,973</u>	<u>\$ 280,758</u>	95,070

General Revenues/(Expenses):	
Interest and investment earnings	<u>23,485</u>
Change in net position	118,555
Net position - July 1, 2023	<u>336,912</u>
Net position - June 30, 2024	<u>\$ 455,467</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Functions/Programs	Expenditures	Program Revenues		Net (Expenses)
		Membership Dues	Operating Grants and Contributions	Revenues and Changes in Net Position
Governmental activities:				Total Governmental Activities
Administrative	\$ 246,959	\$ 237,246	\$ 56,504	\$ 46,791
Technical and Engineering services	<u>213,527</u>	<u>82,424</u>	<u>129,898</u>	<u>(1,205)</u>
Total governmental activities	<u>\$ 460,486</u>	<u>\$ 319,670</u>	<u>\$ 186,402</u>	45,586

General Revenues/(Expenses):	
Interest and investment earnings	<u>10,483</u>
Change in net position	56,069
Net position - July 1, 2022	<u>280,843</u>
Net position - June 30, 2023	<u>\$ 336,912</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BALANCE SHEETS
GOVERNMENTAL FUND
JUNE 30, 2024 and 2023

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
	<u>General Fund</u>	<u>General Fund</u>
<u>ASSETS</u>		
Cash and investments (Note 2)	\$ 333,823	\$ 354,602
Receivables (Note 4)	7,663	4,077
Due from other governmental agencies (Note 4)	185,898	81,700
Long-term receivables (Note 4)	<u>67,811</u>	<u>27,659</u>
Total assets	\$ <u><u>595,195</u></u>	\$ <u><u>468,038</u></u>
<u>LIABILITIES</u>		
Accounts payable	\$ 134,143	\$ 128,183
Due to other governmental agencies (Note 6)	5,576	2,934
Unearned revenue	<u>9</u>	<u>9</u>
Total liabilities	<u>139,728</u>	<u>131,126</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Unavailable revenue - grants	<u>67,811</u>	<u>27,659</u>
Total deferred inflows of resources	<u>67,811</u>	<u>27,659</u>
<u>FUND BALANCE</u>		
Assigned	10,000	-
Unassigned	<u>377,656</u>	<u>309,253</u>
Total fund balance	<u>387,656</u>	<u>309,253</u>
 Total liabilities, deferred inflows of resources, and fund balance	 \$ <u><u>595,195</u></u>	 \$ <u><u>468,038</u></u>
 Fund balance - total governmental fund	 \$ 387,656	 \$ 309,253
 Certain receivables are not available to pay for current period expenditures, and therefore are not reported as revenue in the governmental fund.	 <u>67,811</u>	 <u>27,659</u>
Net position of governmental activities	<u><u>455,467</u></u>	<u><u>336,912</u></u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENTS OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
	<u>General Fund</u>	<u>General Fund</u>
Revenues:		
Grant revenue	\$ 222,856	\$ 220,526
Membership dues	335,973	319,670
Contributions/Donations	17,750	2,936
Investment earnings	<u>23,485</u>	<u>10,483</u>
Total revenues	<u>600,064</u>	<u>553,615</u>
Expenditures:		
Administrative		
Project management	223,289	206,242
Accounting services	12,497	12,453
Legal services	12,435	12,804
Audit services	-	9,750
Membership and dues	788	687
Insurance	<u>5,471</u>	<u>5,023</u>
Total administrative	<u>254,480</u>	<u>246,959</u>
Technical and engineering services	<u>267,181</u>	<u>213,527</u>
Total expenditures	<u>521,661</u>	<u>460,486</u>
Net change in fund balance	78,403	93,129
Fund balance - beginning	<u>309,253</u>	<u>216,124</u>
Fund balance - ending	<u>\$ 387,656</u>	<u>\$ 309,253</u>
Net change in fund balance - total governmental fund	\$ 78,403	\$ 93,129
Changes in receivables that are not available for current expenditures.	<u>40,152</u>	<u>(37,060)</u>
Change in net position of governmental activities	<u>\$ 118,555</u>	<u>\$ 56,069</u>

See the accompanying notes to the basic financial statements

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

1. REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) ORGANIZATION AND OPERATIONS OF THE REPORTING ENTITY

B.E.A.C.O.N. was established by a Joint Powers Agreement on July 1, 1986, by the Cities of Carpinteria, Oxnard, Port Hueneme, Santa Barbara, and Ventura, and the Counties of Santa Barbara and Ventura (member agencies). This joint powers agency was established under authority of Title 1, Division 7, Chapter 5 of the California Government Code (6500 et seq.). On May 14, 1999, an amended Joint Powers Agreement established a name change to Beach Erosion Authority for Clean Oceans and Nourishment (BEACON). The City of Goleta joined BEACON in fiscal year 2003-04.

BEACON is a public entity separate and apart from any Member Agency. All powers of BEACON are exercised by the Board of Directors. The Board of Directors is composed of one designated representative and one alternate from each member city, and two designated representatives and two alternates each, from the County of Santa Barbara and the County of Ventura. Each designated director and alternate must be a mayor, councilperson, or supervisor.

The purpose of BEACON is to foster greater cooperation toward the maintenance and enhancement of the beaches within the jurisdiction of BEACON member agencies.

BEACON accounts for its financial position and results of operation in accordance with generally accepted accounting principles (GAAP) applicable to governmental units.

External Investment Trust. BEACON participates in an external investment trust fund managed by the County of Ventura Treasurer. The County Treasurer's investment pool is defined in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, as amended by GASB 72, which requires governmental entities to report certain investments at fair value in the statement of net position and recognize the corresponding change in fair value of investments in the year in which the change occurred. The fair value of pooled investments is determined monthly and is provided by the custodian bank. The external investment pool commingles the funds of more than one legally separate entity, not part of the sponsor's reporting entity, and invests on the participants' behalf in an investment portfolio for the purpose of increasing investment earnings.

Fund Accounting. The accounts of BEACON are organized on the basis of funds. A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity.

General Fund – The General Fund accounts for the legally authorized activities of BEACON. For financial reporting, the General Fund includes membership dues, grant, and investment revenues as well as program and administrative expenditures.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

B) NEW ACCOUNTING PRONOUNCEMENTS

GASB Statement No. 91, *Conduit Debt Obligations*, effective for reporting periods beginning after December 15, 2021, improves financial reporting by eliminating the existing option for issuers to report conduit debt obligations as their own liabilities. In addition, requires issuers to recognize liabilities associated with additional commitments extended by issuers and to recognize assets and deferred inflows of resources related to certain arrangements associated with conduit debt obligations. These revised disclosure requirements will provide financial statement users with better information regarding the commitments issuers extend and the likelihood that they will fulfill those commitments. The new requirements are not applicable to BEACON.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment*, effective for reporting periods beginning after June 15, 2022, is intended to improve financial reporting by addressing issues related to improve public-private and public-public partnership arrangements (PPPs). The requirements of this Statement will improve financial reporting by establishing the definitions of PPPs and availability payment arrangements (APAs) and provides uniform guidance on the accounting and financial reporting for transactions that meet those definition. This Statement will enhance the decision usefulness of a government's financial statements by requiring governments to report assets and liabilities related to PPPs consistently and disclose important information about PPP transactions. The new requirements are not applicable to BEACON.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, effective for reporting periods beginning after June 15, 2022, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. The requirements of this Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. The new requirements are not applicable to BEACON.

GASB Statement No. 99 *Omnibus 2022*, effective for reporting period beginning after June 15, 2023, except for those requirements related to leases, PPPs and SBITAs which are effective for reporting periods beginning after June 15, 2022. This statement enhances comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements and addressing accounting and financial reporting for financial guarantees. The comparability and consistency of financial statements will improve the usefulness of information for users of state and local government financial statements. The new requirements are applicable to BEACON.

GASB Statement No. 100 *Accounting Changes and Error Corrections- an amendment of GASB Statement No.62*, effective for reporting period beginning after June 15, 2023, provides guidance that will improve the clarity of the accounting and financial reporting requirements for accounting changes and error corrections. The requirements of this Statement will improve financial reporting by establishing a clear accounting and financial reporting requirements for accounting changes and error corrections, which will result in greater consistency in application in practice. In turn, more understandable, reliable, relevant, consistent, and comparable information will be provided to financial statement users for making decisions or assessing accountability. The new requirements are applicable to BEACON.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

BEACON is currently evaluating its accounting practices to determine the potential impact on the financial statements for the following GASB Statements:

GASB Statement No. 101 *Compensated Absences*, effective for reporting period beginning after December 15, 2023, provides guidance to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The requirements of this Statement will improve financial reporting by establishing a unified recognition and measurement model for compensated absences that more appropriately reflects when a government incurs an obligation. BEACON intends to implement the new requirements for the fiscal year 2024-25 financial statements.

GASB Statement No. 102, *Certain Risk Disclosures*, effective for reporting period beginning after June 15, 2024, provides essential information about risks related to government vulnerabilities. This statement requires a government to assess whether a concentration or constraint makes the primary government reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact to have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued. BEACON intends to implement the new requirements for the fiscal year 2024-25 financial statements.

GASB Statement No. 103, *Financial Reporting Model Improvements*, effective for reporting period beginning after June 15, 2025, provides information that is essential for decision making and assessing a government's accountability. The requirements for MD&A will improve the quality of the analysis of changes from the prior year, which will enhance the relevance of that information. They also will provide clarity regarding what information should be presented in MD&A. The requirements for the separate presentation of unusual or infrequent items will provide clarity regarding which items should be reported separately from other inflows and outflows of resources. The requirement for presentation of major component unit information will improve comparability. And budgetary comparison information to be presented as RSI will improve comparability. BEACON intends to implement the new requirements for the fiscal year 2025-26 financial statements.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*, effective for reporting period beginning after June 15, 2025, provides guidance of required certain types of capital assets to be disclosed separately in the Capital assets note disclosures. The requirements of this Statement will improve financial reporting by providing users of financial statements with essential information about certain types of capital assets to make informed decisions and assess accountability. Additionally, the disclosure requirements will improve consistency and comparability between governments. BEACON intends to implement the new requirements for the fiscal year 2025-26 financial statements.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

C) BASIS OF PRESENTATION

The basic financial statements of BEACON are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

Government-Wide Financial Statements

The government-wide financial statements consist of the statement of net position and the statement of activities and display information about the primary government (BEACON). The statements are presented on an economic resources measurement focus and the accrual basis of accounting. The Statement of Net Position includes all of BEACON's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position. The Statement of Activities presents changes in the net position. Under accrual basis of accounting revenues are recognized in the period in which the liability is incurred. BEACON reports only governmental type activities. The statement of activities presents a comparison of direct expenses and program revenues. Direct expenses are those that are specifically associated with a program or function. Indirect expenses are not allocated to a program or function. Program revenues include grants and contributions, and membership dues, that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not presented as program revenues are presented as general revenues.

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Fund Financial Statements

The fund financial statements consist of the balance sheet and the statement of revenues, expenditures, and changes in fund balance. These statements are prepared under the modified accrual basis of accounting and the current-financial resources measurement focus. Under this method, revenues are recognized when measurable and available to finance expenditures of the current period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

BEACON reports only governmental funds as follows:

General Fund – The General Fund accounts for the legally authorized activities of BEACON. For financial reporting information, the general fund includes the state grants and investment revenue and program and administration expenditures.

D) CASH AND CASH EQUIVALENTS

Under the Joint Powers Agreement, BEACON has designated County of Ventura to act as its fiscal agent. Substantially all of BEACON's cash is held in the Ventura County Investment Pool. BEACON considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

E) ACCOUNTS RECEIVABLE

BEACON considers accounts receivable to be fully collectible. Accordingly, an allowance for uncollectible accounts (credit/losses) has not been recorded.

F) CAPITAL ASSETS

Capital assets, which include property, plant, equipment, infrastructure and intangible assets, are reported in the governmental activity column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimate useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. At June 30, 2024 and June 30, 2023, there were no capital assets.

G) NET POSITION

Net Investment In Capital Assets – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt, and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

Restricted – This category reflects the component of net position that is subject to constraints either by creditors (such as debt covenants), grantors, contributors or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This category represents the net position of BEACON not restricted for any project or other purpose. Outstanding liabilities and deferred inflows of resources that are attributable to this component reduce the balance of this category.

H) FUND BALANCES

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned based primarily on the extent to which BEACON is bound to honor constraints on the specific purposes for which amounts in the funds can be spent.

Nonspendable fund balance - includes amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories or prepaid amounts and may also include the long-term receivables.

Restricted fund balance - includes amounts with constraints on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – includes amounts that can only be used for the specific purposes determined by formal action of the highest level of decision-making authority, the BEACON Board of Directors (Board). Commitments may be changed only by the Board taking the same formal action that originally imposed the constraint.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

Assigned fund balance – includes amounts that are constrained by BEACON’s intent to be used for specific purposes. The intent is expressed by the highest level of decision-making, the Board. Assigned fund balance does not require the same formal action required for committed fund balance. The Board establishes and modifies assignments of fund balance through the adoption of the budget and subsequent budget amendments. There were no fund balance assignment for subsequent year adopted budgets in FY 2022-23. Fund balance assignment for subsequent year adopted budget was \$10,000 in FY 2023-24.

Unassigned fund balance – is the residual classification for the General Fund and includes all amounts not contained in the other classifications.

When restricted and unrestricted (committed, assigned, or unassigned) resources are available, restricted resources are generally considered to be used first, followed by committed, assigned, and unassigned resources as they are needed.

BEACON believes that sound financial management principles require that sufficient funds be retained by BEACON to provide a stable financial base at all times. To retain this stable financial base, BEACON maintains an unrestricted fund balance in its funds sufficient to fund cash flows of BEACON and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned and unassigned fund balances are considered unrestricted.

D) MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus and basis of accounting.

The government-wide financial statements use the flow of economic resources measurement focus and the accrual basis of accounting. With this measurement focus, all assets and liabilities associated with the operation of these funds are included on the statement of net position. Under the accrual basis of accounting, revenues and contributions are recognized in the period in which they are earned and become due; expenses are recognized in the period incurred.

The accompanying fund financial statements have been prepared using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are included on the balance sheet.

The fund financial statements have been prepared using the modified-accrual basis of accounting. The modified-accrual basis of accounting is defined as the basis of accounting under which expenditures are recorded at the time liabilities are incurred. Revenues are recorded when susceptible to accrual (i.e., when they become both measurable and available). “Measurable” is defined as the amount that can be determined. “Available” is defined as collectible in the current period or soon enough thereafter to be used to pay the liabilities of the current period. The availability period is defined as six months. Revenue sources of BEACON susceptible to accrual include state grants, miscellaneous agreements, and interest on investments.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

Because the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, a reconciliation is presented which explains the adjustments necessary to reconcile fund financial statements to the government-wide financial statements.

The accounting policies of BEACON conform with Generally Accepted Accounting Principles (GAAP). The following summary of BEACON's more significant accounting policies is presented to assist the reader in interpreting the basic financial statements and other data in this report. These policies should be viewed as an integral part of the accompanying financial statements.

J) USE OF ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

2. CASH AND INVESTMENTS

Cash and investments as of June 30, 2024 and 2023, consist of the following:

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
Total cash and cash investments	<u>\$ 333,823</u>	<u>\$ 354,602</u>

The County of Ventura Investment Pool is accounted for in accordance with the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, as amended by GASB 72, which requires governmental entities to report certain investments at fair value in the statement of net position and recognize the corresponding change in fair value of investments in the year in which the change occurred. The fair value of pooled investments is determined monthly and is provided by the custodian bank. The fair value of BEACON's position in the pool approximates the value of the pool shares. For BEACON, the net change in fair value from carrying value at June 30, 2024, from June 30, 2023, was an increase of \$4,188; the net change in fair value from carrying value at June 30, 2023, from June 30, 2022, was an increase of \$1,236. The realized and unrealized gains and losses are included in investment earnings. However, County investments are primarily held to maturity and only actual earnings are distributed to pool participants. Therefore, the unrealized fair value gain or loss is not available for allocation except if actually realized.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of the fair value to changes in market interest rates.

At June 30, 2024 and June 30, 2023, the weighted average maturity of the County of Ventura Investment Pool was 304 and 247 days, respectively.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County of Ventura Investment Pool has received ratings of AA+ and S1+ by Standard and Poor's Ratings Services, the highest possible ratings given by the agency.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and BEACON's investment policy do not contain legal or policy requirements, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

As of June 30, 2024 and June 30, 2023, BEACON had all of its cash in the Ventura County Investment Pool. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the money invested by BEACON in the County of Ventura Investment Pool).

Fair Value Measurements

BEACON categorizes its fair value measurements within the fair value hierarchy established by GASB 72. These principles recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Investments reflect prices quoted in active markets;
- Level 2: Investments reflect prices that are based on a similar observable asset either directly or indirectly, which may include inputs in markets that are not considered to be active; and
- Level 3: Investments reflect prices based upon unobservable sources.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. BEACON's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

As of June 30, 2024 and June 30, 2023, BEACON held no individual investments. All funds are invested in the Ventura County Investment Pool. Deposits and withdrawals are made on the basis of \$1 and not fair value. Consequently, BEACON's proportionate share of investments in the Ventura County Investment Pool at June 30, 2024 and June 30, 2023 are uncategorized and not defined as Level 1, Level 2, or Level 3 input.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

3. RISK MANAGEMENT

BEACON is exposed to various risks of loss related to torts; errors and omissions; for which BEACON is either self-insured, commercially insured, or a combination of both.

Insurance coverage has been obtained in the name of BEACON; there have been no claims or insurance settlements. Coverage includes \$1,000,000 in personal injury (including bodily injury and property damage), non-owned and hired automobile liability, products/completed operations, and public officials errors and omissions. The deductible is \$1,000. Also included is a sublimit of \$1,000,000 in fire damage liability with a \$1,000 deductible.

4. RECEIVABLES

Fiscal year-end receivables for BEACON are as follows:

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
	<u>General Fund</u>	<u>General Fund</u>
Receivables:		
Interest	\$ 7,663	\$ 4,077
Due from other governmental agencies	<u>185,898</u>	<u>81,700</u>
Gross receivables	193,561	85,777
Long-term receivables	<u>67,811</u>	<u>27,659</u>
Total receivables	<u>\$ 261,372</u>	<u>\$ 113,436</u>

California Ocean Protection Council implements a policy of retaining 10 percent of any claims for payment submitted pending satisfactory completion of the applicable project. State Coastal Conservancy implements a policy of retaining 5 percent of any claims for payment submitted pending satisfactory completion of the applicable project. Amounts estimated to be retained for a period of greater than one year have been included in long-term receivable at fiscal year end.

5. ACCRUED LIABILITIES

Accrued liabilities are the result of the implementation of California Ocean Protection Council's (OPC) and State Coastal Conservancy (SCC) 10 and 5 percent retention policies, as BEACON has reserved the right to retain 10 and 5 percent of that portion of compensation invoiced by contractors that is to be reimbursed through OPC and SCC grant awards. Any retention withheld by BEACON will be released upon release of the grant funding by OPC and SCC. BEACON has chosen to not withhold the 10 percent or 5 percent to their contractors and have reimbursed their contractors at 100 percent of their invoices. Thus BEACON has no accrued liabilities as of June 30, 2023, and June 30, 2024 respectively.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

6. SUPPORT SERVICES

BEACON has no employees. BEACON contracts with the County of Santa Barbara for legal services and the County of Ventura for accounting services. A summary of amounts paid to each, as well as amounts payable at fiscal year end are as follows:

	<u>2024</u>	<u>2023</u>
Total expenditure for fiscal years ending June 30:		
County of Santa Barbara (Legal)	\$ 12,435	\$ 12,804
County of Ventura (Accounting)	<u>12,497</u>	<u>12,453</u>
	<u>\$ 24,932</u>	<u>\$ 25,257</u>
Due to governments at June 30:		
County of Ventura (Accounting)	\$ 5,576	\$ 2,892
University of California San Diego	<u>-</u>	<u>42</u>
	<u>\$ 5,576</u>	<u>\$ 2,934</u>

7. COMMITMENTS AND CONTINGENCIES

There was no work committed to under contract but not yet performed as of June 30, 2024 and June 30, 2023.

BEACON management is not aware of any outstanding claims or litigation.

BEACON has limited revenue sources from member dues, contribution/donations, grant revenues, and revenues from miscellaneous agreements. BEACON is dependent on continued available funding and has relied on both the payment of the annual dues by all member agencies, as well as grant and agreement reimbursements and advances, to provide cash flow. Grant expenditures are subject to audit by grantors that could result in return of funds, although management does not anticipate any questioned costs.

Encumbrances

Encumbrances are commitments related to unperformed (executory) contracts for goods or services. Encumbrances outstanding at fiscal year end are not accounted for as expenditures and liabilities, but are included in fund balance. As of June 30, 2024, encumbrances of \$77,616 were reported for FY 2023-24. As of June 30, 2023, encumbrances of \$88,576 were reported for FY 2022-23.

8. SUBSEQUENT EVENTS

California Ocean Protection Council (OPC)

In February 2020, BEACON was awarded a \$450,000 grant from the California Ocean Protection Council to conduct a series of technical and planning studies and assessments to support SLR adaptation planning and regional sediment management planning. The grant work began in FY 2021-22 and was scheduled to conclude at the end of FY 2023-24 in June 2024. BEACON staff received an extension for this project and all grant work was finished by December 31, 2024. BEACON staff is currently working diligently on all related grant completion tasks to close out this grant.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2024 and 2023

Other Events BEACON staff are currently working on complimentary project initiatives addressing improved regional sediment management and Sea Level Rise adaptation: (1) the Regional Coastal Resilience Sediment Pilot Program (2021), involving analyzing sediment littoral transport and fate, and evaluating sandy beach ecology at select beach locations in the Santa Barbara Littoral Cell to inform regional permitting, and (2) the Regional Coastal Adaptation Monitoring Program (RCAMP, 2022), involving preparing a regional adaptation monitoring plan and identifying pilot regional monitoring projects to support regional adaptation decision-making. Both of these projects can contribute essential information to support a regional sediment management permit program. The results from both of these programs will be forthcoming in fiscal year 2025.

Other Events occurring after June 30, 2024 have been evaluated for possible adjustment to the financial statements or disclosures as of March 31, 2025 which is the date the financial statements were available to be issued.

**REQUIRED
SUPPLEMENTARY
INFORMATION
(OTHER THAN MD & A)**

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BUDGETARY COMPARISON SCHEDULE - ON BUDGETARY BASIS
GENERAL FUND

For the Fiscal Year Ended June 30, 2024

	Original Budget	Final Budget	Actual on Budgetary Basis	Variance with Final Budget Positive (Negative)
Resources (inflows):				
Membership dues	\$ 335,973	\$ 335,973	\$ 335,973	\$ -
Grant revenue	630,649	680,649	222,856	(457,793)
Contributions/Donations	-	336,250	17,750	(318,500)
Revenues from use of money and property	<u>4,530</u>	<u>4,530</u>	<u>19,297</u>	<u>14,767</u>
Amount available for appropriation	<u>971,152</u>	<u>1,357,402</u>	<u>595,876</u>	<u>(761,526)</u>
Charges to appropriations (outflows):				
Services and supplies:				
Administrative:				
Project management	303,003	323,004	223,289	99,715
Accounting services	15,000	15,000	12,497	2,503
Legal services	15,000	15,000	12,435	2,565
Membership and dues	2,000	2,000	788	1,212
Insurance	<u>5,500</u>	<u>5,500</u>	<u>5,471</u>	<u>29</u>
Total administrative	<u>340,503</u>	<u>360,504</u>	<u>254,480</u>	<u>106,024</u>
Technical and engineering services	<u>542,868</u>	<u>1,017,696</u>	<u>267,181</u>	<u>750,515</u>
Contingencies	<u>10,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total charges to appropriation	<u>893,371</u>	<u>1,378,200</u>	<u>521,661</u>	<u>856,539</u>
Excess (deficiency) of revenues over (under) expenditures	<u>77,781</u>	<u>(20,798)</u>	<u>74,215</u>	<u>95,013</u>
Fund balance - beginning	<u>309,253</u>	<u>309,253</u>	<u>309,253</u>	<u>-</u>
Fund balance - ending	<u>\$ 387,034</u>	<u>\$ 288,455</u>	<u>\$ 383,468</u>	<u>\$ 95,013</u>

See the accompanying notes to the required supplementary information

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BUDGETARY COMPARISON SCHEDULE - ON BUDGETARY BASIS
GENERAL FUND
For the Fiscal Year Ended June 30, 2023

	Original Budget	Final Budget	Actual on Budgetary Basis	Variance with Final Budget Positive (Negative)
Resources (inflows):				
Membership dues	\$ 319,670	\$ 319,670	\$ 319,670	\$ -
Contributions/Donations	-	-	2,936	2,936
Grant revenue	805,309	1,280,309	220,526	(1,059,783)
Revenues from use of money and property	1,150	1,150	9,247	8,097
Amount available for appropriation	<u>1,126,129</u>	<u>1,601,129</u>	<u>552,379</u>	<u>(1,048,750)</u>
Charges to appropriations (outflows):				
Services and supplies:				
Administrative:				
Project management	270,120	295,120	206,242	88,878
Accounting services	15,000	15,000	12,453	2,547
Legal services	12,000	12,000	12,804	(804)
Audit services	10,380	10,380	9,750	630
Membership and dues	2,000	2,000	687	1,313
Insurance	5,100	5,100	5,023	77
Total administrative	<u>314,600</u>	<u>339,600</u>	<u>246,959</u>	<u>92,641</u>
Technical and engineering services	<u>631,122</u>	<u>1,279,219</u>	<u>213,527</u>	<u>1,065,692</u>
Contingencies	<u>6,220</u>	<u>220</u>	<u>-</u>	<u>220</u>
Total charges to appropriation	<u>951,942</u>	<u>1,619,039</u>	<u>460,486</u>	<u>1,158,553</u>
Excess (deficiency) of revenues over (under) expenditures	<u>174,187</u>	<u>(17,910)</u>	<u>91,893</u>	<u>109,803</u>
Fund balance - beginning	<u>216,124</u>	<u>216,124</u>	<u>216,124</u>	<u>-</u>
Fund balance - ending	<u>\$ 390,311</u>	<u>\$ 198,214</u>	<u>\$ 308,017</u>	<u>\$ 109,803</u>

See the accompanying notes to the required supplementary information

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
For the Fiscal Years Ended June 30, 2024 and 2023

BUDGETARY COMPARISONS AND BASIS OF ACCOUNTING

BEACON adopts a balanced annual budget and adheres to the applicable section of the California Government Code on budgetary matters, commonly known as the County Budget Act. Annually, the Board conducts a public hearing for discussion of the proposed budget. The Board adopts the final budget including revisions. Subsequent revisions, which occur during the fiscal year, are also adopted by the Board.

The Budgetary Comparison Schedule, as required by GASB 34 for the General Fund presents the original budget, final budget, and actual amount. The “original budget” includes the adopted budget plus appropriations for prior fiscal year approved rollover encumbrances. The “final budget” is the budget as Board approved at the end of the fiscal year. The “actual amount” includes the actual revenues and expenditures incurred on a budgetary basis and as adjusted for the basic financial statements. Variances are provided between the Final Budget Amounts and the Actual Amounts on a budgetary basis.

This information is presented as Required Supplementary Information. Analysis of the final budget to actual variances is discussed in the Management’s Discussion and Analysis.

The budget is adopted on a basis of accounting that is different from GAAP. The primary differences are:

- For budgetary purposes, changes in the fair value of investments are not recognized as increases or decreases to revenue. Under GAAP, such changes are recognized as increases or decreases to revenue.

The following schedule is a reconciliation of the difference between the fund balances on the actual on a budgetary basis and the GAAP basis on the fund financial statements at June 30, 2024 and 2023:

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
	<u>General</u>	<u>General</u>
Fund balance - actual on budgetary basis	\$ 383,468	\$ 308,017
Adjustment:		
Change in fair value of investments	<u>4,188</u>	<u>1,236</u>
Total adjustments	<u>4,188</u>	<u>1,236</u>
Fund balance - GAAP basis	\$ <u><u>387,656</u></u>	\$ <u><u>309,253</u></u>

Level of Budgetary Control

BEACON's expenditures are controlled at the object level (services and supplies, contingencies) and sub-object level (capital assets) within budget units for BEACON. The object level is the level at which expenditures may not legally exceed appropriations.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
For the Fiscal Years Ended June 30, 2024 and 2023

Encumbrances

BEACON utilizes an encumbrance system as an extension of normal budgetary accounting to assist in controlling expenditures. Under this system, purchases and other significant commitments for expenditures are recorded in order to reserve that portion of applicable appropriations. When the related goods or services are received, the encumbrance is reversed and an expenditure and liability for payment to the vendor are recorded. All unencumbered and unexpended appropriations lapse at the end of each fiscal year and become available for financing of next year's budget. Encumbered appropriations are reappropriated in the next year's budget.

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SUPPLEMENTARY INFORMATION

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT PROJECT DESCRIPTIONS

The projects for BEACON include the following:

South Central Coast Beach Enhancement Program (SCCBEP): This program was in place from 2005 to 2010. The program allowed for the potential annual nourishment of five pre-selected beaches within Santa Barbara and Ventura Counties. Permits were secured from the resource agencies for all five beaches for a five year period. These permits expired in 2010. BEACON is developing a re-permitting effort for this program, pursuing a new SCCBEP model related to a range of sediment sources. BEACON is working on revised work plan elements including regional monitoring projects and protocols. However, without grant funding this effort cannot commence. BEACON has pursued and is pursuing grant opportunities to fund work plan elements (See below).

BEACON staff are currently working on complimentary project initiatives addressing improved regional sediment management and Sea Level Rise adaptation: (1) the **Regional Coastal Resilience Sediment Pilot Program (2021)**, involving analyzing sediment littoral transport and fate, and evaluating sandy beach ecology at select beach locations in the Santa Barbara Littoral Cell to inform regional permitting, and (2) the **Regional Coastal Adaptation Monitoring Program (RCAMP, 2022)**, involving preparing a regional adaptation monitoring plan and identifying pilot regional monitoring projects to support regional adaptation decision-making. Both of these projects can contribute essential information to support a regional sediment management permit program. The results from both of these programs will be forthcoming in 2024 and 2025.

Coastal Regional Sediment Management Plan (CRSMP): The CRSMP is BEACON's blueprint for its path forward for the next thirty years. The outdated current plan identifies capital projects, policy, studies and management initiatives that serve the objectives of restoring and maintaining coastal beaches and other critical areas of sediment deficient or excess, reducing the proliferation of protective shoreline structures, sustaining recreation and tourism, enhancing public safety and access and restoring coastal habitats focused on sandy habitats. The CRSMP was adopted by the Board at the end of 2009 and in 2011 the BEACON Board approved a Programmatic Environmental Impact Report (EIR) for the Capital Projects identified in the approved CRSMP. Efforts have now turned to an amendment of the CRSMP to accommodate coastal storm flooding and inundation and sea level rise projections. BEACON continues to pursue grant funding to fund the associated technical analyses to support the update of the CRSMP. In February 2020 BEACON was awarded a grant to support work on analyzing the use of sediment fines in beach deposition projects, framework development of the ecological analysis of sandy beaches and a vulnerability assessment of regional beaches which will all support the CRSMP update. (See above).

Kelp Anchor Demonstration Project: This project consists of the placement of approximately 200 kelp anchors in the Goleta Bay located between the inner and outer boundaries of the historic kelp bed. BEACON is the lead agency for the project. The re-establishment of a kelp bed in Goleta Bay is considered an environmental benefit to marine life and is consistent with BEACON's mission. As the lead agency, BEACON has secured a California Environmental Quality Act (CEQA) exemption under CEQA Guidelines Section 15306 and has secured a Coastal Commission Permit and a Lease from the State Lands Commission. The kelp anchors were successfully installed between December 2015 and October 2016. Most recently the BEACON Board approved staff applying to renew the SLC Lease to allow for a peer-review science assessment of the project's outcomes and results.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT PROJECT DESCRIPTIONS (Continued)

Debris Basin Removals: From a sand transport perspective, by far the largest feeder of sediment to the BEACON coast is from our creeks and rivers. However, this natural process is often obstructed by debris basins. Consequently, BEACON has an ongoing initiative to pursue grants to fund the removal of select debris basins in Santa Barbara and Ventura Counties. BEACON is coordinating with Flood Control Districts in both counties to identify debris basins. In June of 2016 BEACON successfully secured a grant from the California Ocean Protection Council (OPC) for \$539,000. These funds were assigned to contribute to the cost of the removal of the San Ysidro Creek and Rattlesnake Creek debris basins located in the County of Santa Barbara. Following the January 9, 2018, debris flow event in Montecito, the Santa Barbara County Flood Control District has modified their debris basin restoration strategy. BEACON staff, working with County Flood Control staff have successfully negotiated a contract amendment with staff of the Ocean Protection Council and a new work plan has been approved. Funding is scheduled to be re-authorized in the state FY 2023-24 budget, with the project implemented over the next two years. The new work plan is for debris basin modifications at San Ysidro Creek and Cold Springs Creek.

Surfers Point Living Shoreline and Managed Retreat Project: BEACON is collaborating with the City of Ventura completed final design, engineering and permitting for Phase 2 of the Surfers Point Project at Seaside Park in Ventura adjacent to the Ventura River Mouth. Phase 2 will extend the project nearly 1,000 feet to the east in front of the Ventura County Fairgrounds. The project will remove significant public access and recreation facilities out of the hazard zone and construct new integrated rock cobble, sandy beach and dunes habitats to act as protection for the re-located public improvements and the Ventura County Fairgrounds. BEACON is currently assisting the City in fundraising to complete construction of the Phase 2 component of the overall project and will continue these efforts through the next few years.

Mondo's Cove Beach Public Stairway: In September 2019, BEACON staff presented a staff report proposing the use of BEACON's Shoreline Sand Supply and Public Access Fund to develop a design for the Mondo's Cove Public Access Improvements Project located in northern Ventura County. In 2014, BEACON and the California Coastal Commission signed a Memorandum of Agreement (MOA), establishing a Shoreline Sand Supply and Public Access Fund, including a payment of \$60,000 in mitigation funds for public access as a result of the issuance of Coastal Development Permit (CDP) #4-07-154. Since January 2020, BEACON has been working with a planning and design consultant to complete engineering design for a public beach stairway. The final design phase of the project was completed in 2021. Following completion of the design, BEACON staff has been soliciting grant funds for development of final approvals, a final construction bid package, and for construction. In fall 2022, construction funding was approved as part of the adoption of the federal budget. During 2024 and 2025, BEACON will be coordinating with Ventura County officials on final approvals and bid specifications to support construction

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT DESCRIPTIONS (Continued)**

The Bay Foundation Coastal Access Data Research Project Grant: Beacon is coordinating an interdisciplinary research project focused on coastal access and the use of large-scale mobility data to support improved management of coastal access. The research partners assist BEACON in developing up-to-date beach user information and data to support improved beach management and preservation. This continues BEACON's long-standing support for and use of the best available beach use and beach user data to inform coastal beach management and preservation. The grant allows BEACON to analyze large-scale mobility data from cell phone derived-location information in combination with traditional on-the-ground beach use counts and surveys to identify beach use patterns and collect up-to-date beach user information for southern California.

California Coastal Commission-City of Santa Barbara-Regional Coastal Adaptation Monitoring Program: BEACON is partnering with the City of Santa Barbara and the California Coastal Commission to undertake a model Regional Coastal Adaptation Monitoring Program (RCAMP). The overarching goal of the RCAMP is to provide consistent data and analysis to inform the implementation of sea-level rise adaptation plans in the Santa Barbara Littoral Cell, including BEACON member agencies (the Counties of Santa Barbara and Ventura, Goleta, Carpinteria, Ventura, Oxnard, and Port Hueneme). The RCAMP will consider physical, ecological, and social/economic monitoring parameters.

California State Coastal Conservancy-RSM?Coastal Adaptation Governance Study: BEACON is undertaking a study of governance options for integrating regional sediment management and regional sea level rise adaptation. The Study will address difference governance and financing options for increasing resilience planning to preserve regional beaches on a regional basis, addressing essential local and regional coastal recreation, and preservation and restoration of natural shoreline areas, for both the BEACON Coast and the Santa Barbara Littoral Cell (SBLC).

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT REVENUE AND EXPENDITURES BY CATEGORY

For the Fiscal Year Ended June 30, 2024					
	Coastal Resilience Sediment	Regional Coastal Adaptation	Regional Sediment Management	Coastal Data Research	Total
Revenue:					
Grants and Contribution					
Coastal Resilience Sediment	\$ 58,612	\$ -	\$ -		\$ 58,612
Regional Coastal Adaptation	-	194,355	-	-	194,355
Regional Sediment Management	-	-	10,041	-	10,041
Coastal Data Research	-	-	-	17,750	17,750
Total grants and contributions revenue	<u>\$ 58,612</u>	<u>\$ 194,355</u>	<u>\$ 10,041</u>	<u>\$ 17,750</u>	<u>\$ 280,758</u>
Expenditures:					
Direct reimbursables:					
Coastal Resilience Sediment	\$ 58,612	\$ -	\$ -	\$ -	\$ 58,612
Regional Coastal Adaptation	-	194,355	-	-	194,355
Regional Sediment Management	-	-	10,041	-	10,041
Coastal Data Research	-	-	-	17,750	17,750
Total direct reimbursables	<u>\$ 58,612</u>	<u>\$ 194,355</u>	<u>\$ 10,041</u>	<u>\$ 17,750</u>	280,758
Non-reimbursable expenditures					240,903
Total expenditures					<u>\$ 521,661</u>

For the Fiscal Year Ended June 30, 2023			
	Coastal Resilience Sediment	Regional Coastal Adaptation	Total
Revenue:			
Grants and Contributions			
Coastal Resilience Sediment	\$ 142,950	\$ -	\$ 142,950
Regional Coastal Adaptation	-	43,452	43,452
Total grants and contributions revenue	<u>\$ 142,950</u>	<u>\$ 43,452</u>	<u>\$ 186,402</u>
Expenditures			
Direct reimbursables			
Coastal Resilience Sediment	\$ 142,950	\$ -	\$ 142,950
Regional Coastal Adaptation	-	43,452	43,452
Total direct reimbursables	<u>\$ 142,950</u>	<u>\$ 43,452</u>	186,402
Non-reimbursable expenditures			274,084
Total expenditures			<u>\$ 460,486</u>

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BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT EXPENDITURES BY CATEGORY

For the Fiscal Year Ended June 30, 2024					
	Coastal Resilience Sediment	Regional Coastal Adaptation	Regional Sediment Management	Coastal Data Research	Total
Administration:					
Marc Beyeler	\$ <u>23,911</u>	\$ <u>20,000</u>	\$ <u>-</u>	\$ <u>17,750</u>	\$ <u>61,661</u>
Total administration	<u>23,911</u>	<u>20,000</u>	<u>-</u>	<u>17,750</u>	<u>61,661</u>
Technical:					
Coastal Recovery Consultants	10,000	-	-	-	10,000
Evironmetnal Science Assoc.	9,002	174,355	-	-	183,357
Integral Consulting	-	-	10,041	-	10,041
CA State Univ. Channel Islands	<u>15,699</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,699</u>
Total technical	<u>34,701</u>	<u>174,355</u>	<u>10,041</u>	<u>-</u>	<u>219,097</u>
Total expenditures by project	\$ <u>58,612</u>	\$ <u>194,355</u>	\$ <u>10,041</u>	\$ <u>17,750</u>	280,758
Non reimbursable expenditures					<u>240,903</u>
Total expenditures					\$ <u>521,661</u>

For the Fiscal Year Ended June 30, 2023			
	Coastal Resilience Sediment	Regional Coastal Adaptation	Total
Administration:			
Marc Beyeler	\$ <u>37,504</u>	\$ <u>19,000</u>	\$ <u>56,504</u>
Total administration	<u>37,504</u>	<u>19,000</u>	<u>56,504</u>
Technical:			
Environmental Science Assoc.	-	24,452	24,452
CA State Univ Channel Islands	42,040	-	42,040
University of San Diego	14,874	-	14,874
University of Santa Barbara	34,434	-	34,434
USGS	<u>14,098</u>	<u>-</u>	<u>14,098</u>
Total technical	<u>105,446</u>	<u>24,452</u>	<u>129,898</u>
Total expenditures by project	\$ <u>142,950</u>	\$ <u>43,452</u>	186,402
Non reimbursable expenditures			<u>274,084</u>
Total expenditures			\$ <u>460,486</u>

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REPORT ON INTERNAL CONTROLS AND COMPLIANCE

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MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

RONALD A LEVY, CPA
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA
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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Members of the Governing Board
Beach Erosion Authority for Clean Oceans and Nourishment
Ventura, California

We have audited the accompanying financial statements of the governmental activities and each major fund of the Beach Erosion Authority for Clean Oceans and Nourishment (Authority) as of and for the fiscal year ended June 30, 2023 and June 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents., and have issued our report thereon dated May 5, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Moss, Levy & Hartzheim, LLP
Culver City, California
May 5, 2025



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: July 18, 2025
Agenda Item: 5D

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 2025

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

- i. Approve, ratify, and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI), Kiersten Patsch, PhD to assist BEACON in providing science and technical services to the County of Santa Barbara to prepare a sediment management program (the BeachSMART Project”) for the southern area of Santa Barbara County with a period of performance from July 1, 2025 to June 30, 2028 for a total amount not to exceed \$45,000 with funding provided by the California Coastal Conservancy (Attachment I).
- ii. Approve and authorize the Executive Director to amend the Agreement with the City of Santa Barbara to extend the Agreement for the Regional Coastal Adaptation Monitoring Program to December 31, 2027 and to shift funding between budget items without an increase to the total amount of \$475,000, upon approval of legal counsel and auditor-controller. (Attachment II).
- iii. Approve, ratify, and authorize the Chair to execute an Agreement with Marc Beyeler/Beyeler & Associates to provide Executive Director Services to BEACON with a period of performance from July 1, 2025, to June 30, 2026, in an amount not to exceed \$165,227.40. (Attachment III).

DISCUSSION:

Grant Project Agreements

BEACON receives various grant funds to undertake research and to support its project activities. Staff is recommending the adoption of one amendment and one new agreement, 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.

Santa Barbara County BeachSMART Program

BEACON is coordinating with Santa Barbara County Public Works/Flood Control District on a research and planning project focused on developing regional sediment management program elements to allow for permitted sediments from local flood control debris basins to be utilized in beach nourishment projects. BEACON has been working with County staff the past year and one half to develop a grant proposal to undertake the program elements.

Last year, the County successfully applied for funds from the California Coastal Conservancy to undertake the program. The County has proposed that BEACON staff and consultants assist the county in this effort. BEACON would assist the County on different aspects of the program, including providing technical and scientific review and advice regarding stakeholder outreach and education, developing program criteria, selecting consultant resources, and review of project mitigations and monitoring. Kiersten Patsch, PhD will assist BEACON in program and document review.

Regional Coastal Adaptation Monitoring Program (RCAMP)

BEACON has been working with the City of Santa Barbara, with funding from the California Coastal Commission (CCC), to complete the RCAMP Plan. Staff is seeking Board approval to amend BEACON's agreement with City of Santa Barbara to shift funding between budget items without an increase to the total amount of \$475,000 and to extend the Agreement until December 31, 2027. This authority is being sought at this time to ensure progress towards plan completion.

BEACON Operational Agreement

BEACON staff is recommending that the Board approve a contract with Marc Beyeler/Beyeler & Associates to provide Executive Director services to BEACON. All BEACON organizational staff and professional services are carried out by contract consultants, or in the case of financial and legal services, under agreements with member agencies. The important organizational agency and consultant agreements include BEACON's Executive Director. Staff is recommending the Board enter into this agreement to support organizational and program activities and to provide essential Executive Director services for the coming year.

ITEM 5D

ATTACHMENT I

Agreement with CSUCI for BeachSMART Project

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and California State University Channel Islands/Environmental Sciences and Resource Management, having its principal place of business at 1 University Drive, Camarillo, CA 93012 (hereafter, "CSUCI or CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

WHEREAS, in 2021, BEACON is coordinating with Santa Barbara County Flood Control Agency in planning activities related to the BeachSMART regional sediment management program and has received grant funding from the County with funds provided by the California State Coastal Conservancy;

WHEREAS, BEACON desires to procure services from CSUCI, ESRM and Dr. K. Patsch for technical services to review and evaluate regional sediment management and beach restoration and nourishment projects;

WHEREAS, the purposes of providing technical services is to help BEACON in analyzing data and project elements developed as part of the BeachSMART regional sediment management program; and

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

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

1. **DESIGNATED REPRESENTATIVES.** Marc Beyeler at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Bob Battalio at 650-735-558 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON
 105 E. Anapamu Street, Suite 201
 Santa Barbara, CA 93101

Attention: Marc Beyeler

To CONTRACTOR: California State University Channel Islands
Environmental Science and Resource Management
1 University Drive, Camarillo, CA 93012
Attention: Dr. Kiki Patsch

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to BEACON in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on July 1, 2025 and end performance upon completion, but no later than June 30, 2028 unless otherwise directed by BEACON or unless earlier terminated.

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

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

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

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

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

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

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

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

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

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

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

13. **BEACON PROPERTY AND INFORMATION.** All of BEACON's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain BEACON's property, and CONTRACTOR shall return any such items whenever requested by

BEACON and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any BEACON property, documents, or information without BEACON prior written consent.

14. **RECORDS, AUDIT, AND REVIEW.** The Parties agree to comply with all current laws and regulations which apply to the PROJECT, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. In addition, the Parties agree:

- A. To maintain financial accounts, documents, and records (collectively, “required records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.
- B. BEACON, the County of Santa Barbara Flood Control (“COUNTY”), the California Coastal Conservancy (“CONSERVANCY”), or its agents may review, obtain, and copy all required records. CONTRACTOR shall provide the COUNTY, CONSERVANCY, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement and any applicable laws and regulations.
- C. The Parties shall retain the required records for a minimum of three (3) years following final disbursement by the CONSERVANCY to the COUNTY. BEACON will notify CONTRACTOR when this final disbursement is made. The records will be subject to examination and audit by the COUNTY, CONSERVANCY, and the California State Auditor during the retention period.
- D. If CONTRACTOR retains any contractors or subcontractors to accomplish any of the work of this Agreement, CONTRACTOR shall first enter into an agreement with each contractor or subcontractor requiring the contractor or subcontractor to meet the terms of this section and to make the terms applicable to all subcontractors.
- E. Upon a determination by the CONSERVANCY, the COUNTY and BEACON may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this Agreement.
- F. If federal, state or COUNTY audit exceptions are made relating to this Agreement, upon notification from BEACON, CONTRACTOR shall immediately reimburse the amount of the costs that are determined to be unallowable that are a direct result of CONTRACTOR.

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 not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement. CONTRACTOR shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

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

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

19. **TERMINATION.**

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

1. **For Convenience.** BEACON may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by BEACON, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on BEACON from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then BEACON will notify CONTRACTOR of such occurrence and BEACON may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under

this provision, BEACON shall have no obligation to make payments with regard to the remainder of the term.

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

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

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

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

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

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

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

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

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

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

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

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

29. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original;

and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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

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

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

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

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

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

CONTRACTOR:

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

By: _____
Authorized Representative

Name: _____

Title: _____

By: _____
Chair
Board of Directors

Date: _____

ATTEST:

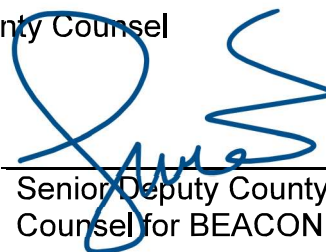
Marc Beyeler
Executive Director



By: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel



By: _____
Senior Deputy County Counsel
Counsel for BEACON

EXHIBIT A

Scope of Services

CONTRACTOR shall perform the following Services, assisting the Executive and Professional Staff to:

1. Provide technical services to BEACON to assist it in advising Santa Barbara County Flood Control Agency on the scientific and technical issues related to developing the BeachSMART regional sediment management program;
2. Be present at remote teleconferences (and/or on-site) and coordination meetings to assist with answering questions; and
3. Assist BEACON Executive and Program staff in developing any project recommendations, including project monitoring and evaluation recommendations.

[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 contract, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, up to but not to exceed **\$45,000.00**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
- C. 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. **Quarterly**, 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

Hourly Rate: CONTRACTOR's Hourly Rate shall not exceed \$175.00 per hour all inclusive.

Payment for Services is up to and shall not exceed the sum of \$5,000.00, which includes all cost reimbursements, labor, and expenses, direct, and indirect charges.

Reimbursement expenses shall be at cost.

Travel costs shall be limited to \$500 unless otherwise approved by BEACON in advance.

[This area intentionally left blank.]

EXHIBIT C
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

ITEM 5D

ATTACHMENT II

Agreement with City of Santa Barbara for RCAMP

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), ENTERED INTO on
7/14/22 is by and between:

The City of Santa Barbara, a Municipal Corporation
in the State of California, referred to hereinafter as
"City".

And

The Beach Erosion Authority for Clean Oceans and
Nourishment, a Joint Power Agency in the State of
California, referred to hereinafter as "BEACON"

RECITALS

1. The City seeks to adapt to the impacts of sea-level rise (SLR) through a phased approach that relies of closely monitoring changing shoreline conditions and acting when certain triggers or thresholds are reached.
2. The City in adapting to SLR desires to coordinate both monitoring and project implementation with regional partners in order to protect the region's shoreline resources and to enhance the resilience of the whole region.
3. The City has approved a Sea-Level Rise Adaptation Plan that identifies working with regional partners in the development of a regional shoreline monitoring program as the highest priority item for the City to start in the next few years.
4. BEACON is a Joint Powers Authority representing the coastal interests of the counties of Santa Barbara and Ventura and coastal cities Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
5. Part of BEACON's mission is to enhance beaches and coastal natural habitats and plan for SLR adaptation within the BEACON jurisdiction. Consequently, BEACON is seeking grant funding for projects that support the enhancement of beaches within the BEACON jurisdiction.
6. All of BEACON's member agencies are or will be developing planning efforts related to SLR adaptation in order to protect their communities and address State requirements for SLR permitting. Regional shoreline monitoring is a key component for all of these jurisdictions in implementing phased adaptation as sea levels rise.
7. The Regional Coastal Adaptation Monitoring Program, hereinafter referred to as the "PROJECT," is an important coordinated and integrated local and regional demonstration

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

project that will both satisfy the needs of the City and the other BEACON jurisdictions for shoreline monitoring to implement adaptation.

8. City and BEACON mutually agree that the PROJECT will have an overall benefit to the environment and specifically to beach enhancement and restoration, regional sediment management, and SLR adaptation along the Santa Barbara coast.
9. The City applied for a Round 7 Local Coastal Program Planning Grant, herein referred to as “LCP GRANT,” from the California Coastal Commission (CCC) in the amount of \$630,000 for development of the PROJECT that was fully funded by the CCC at its March 9, 2022 hearing. BEACON was listed as a partnering agency in the LCP GRANT application and work plan. A grant agreement for the PROJECT herein referred to as “LCP GRANT AGREEMENT,” was signed by CCC and the City on June 21, 2022 and is included as ATTACHMENT 1.
10. The City seeks BEACON’s provision of project management, technical, and scientific services to support the PROJECT as described in Exhibit A of ATTACHMENT 1.

SECTION I

City AGREES:

1. It is the grantee of the LCP GRANT AGREEMENT, with responsibility to manage the terms and any modifications to the LCP GRANT AGREEMENT with CCC and to submit all needed documentation required by the LCP GRANT AGREEMENT including, but not limited to, request for funds and grant progress reports.
2. To perform City responsible activities for PROJECT as defined in LCP GRANT AGREEMENT including administering the grant, ensuring compliance with the grant, and participating in stakeholder team developing the PROJECT.
3. As described in ATTACHMENT 1 Exhibit A, attached hereto and incorporated herein by reference, to participate in project management (Task 1), participate in the stakeholder group (Task 2), assist with public outreach (Task 2), complete City processing requirements (Tasks 2, 3, 4), and complete the Local Coastal Program Amendment (Task 5). City is responsible for the following deliverables associated with these tasks for the PROJECT in the approved work plan in LCP GRANT AGREEMENT: All grant submittals and progress reports; Draft and Final Draft Local Coastal Program Amendment-Regional Coastal Adaptation Monitoring Program.
4. To review invoices submitted by BEACON for work on PROJECT and any consultants BEACON hires to complete PROJECT.
5. To use BEACON's invoices, to prepare and submit claims against LCP GRANT AGREEMENT for reimbursements of work on PROJECT performed by BEACON and its consultants.

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

6. To reimburse BEACON for costs under this Agreement that are “eligible costs” contained in the LCP GRANT AGREEMENT. For this Agreement “eligible costs” shall mean those costs and/or cost categories identified in this Agreement Exhibit B in ATTACHMENT 1 as attached hereto and incorporated herein by reference. This is consistent with the LCP GRANT AGREEMENT Exhibit B1, “[o]nly those costs and/or cost categories expressly identified . . . may be reimbursed.” Payment shall be net 30 days from presentation of invoice that has been prepared in conformance with this Agreement and the LCP GRANT AGREEMENT.
7. Upon completion of PROJECT to submit a final LCP GRANT AGREEMENT claim.
8. To issue BEACON’s final reimbursement within 30 days of final LCP GRANT AGREEMENT claim reimbursement payment.
9. To participate in PROJECT Team meetings with BEACON on a regular basis and to document action items and maintain PROJECT schedule.
10. To prepare a close out report for LCP GRANT at completion of the PROJECT.
11. It shall be solely responsible for any environmental review that may be required.

SECTION II

BEACON AGREES:

1. To conduct necessary project management as described ATTACHMENT 1 Exhibit A Task 1 and complete Tasks 2, 3, and 4 and the associated deliverables for the PROJECT consistent with the approved work plan contained in LCP GRANT AGREEMENT including: Administrative Draft, Public Draft, and Final Draft, and Final Regional Coastal Adaptation Monitoring Plan; Draft and Final Pilot Monitoring Results Report.
2. To submit itemized invoices, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City. BEACON shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours. Invoices shall conform with this Agreement including ATTACHMENT 1 Exhibits A and B, be consistent with the LCP GRANT AGREEMENT, and be submitted to City no more frequently than monthly and no less frequently than quarterly.
3. To limit the total compensation to BEACON for all services provided pursuant to this Agreement to \$475,000 as outlined in ATTACHMENT 1 Exhibit A.
4. To attend lead PROJECT team meetings with City.

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

5. To comply with Labor Code Section 1771 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771, as applicable.
6. To comply with all current laws and regulations which apply to the PROJECT, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws.

SECTION III

IT IS MUTUALLY AGREED:

1. BEACON shall commence performance upon approval of this Agreement by both parties and end performance upon completion, but no later than December 30, 2026 unless otherwise directed by City or BEACON's Board, or unless earlier terminated. In the case of a conflict between this Section and ATTACHMENT 1, this Section 1 shall control.
2. Nothing in the provisions of this Agreement are intended to create duties or obligations to or rights -in third parties not party to this Agreement by imposing any standard of care with respect to the design of projects different from the standard of care imposed by law.
3. City shall not be liable to BEACON for any submitted claims rejected by CCC against LCP GRANT AGREEMENT for reimbursements of work on PROJECT performed by BEACON or its subcontractors.
4. CITY shall not be required to reimburse or provide funds exceeding the amount the City receives from the CCC.
5. No alteration, variation, or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. Financial Records.
 - A. The parties shall maintain satisfactory financial accounts, documents, and records for the PROJECT and to make them available to the CCC, State Auditor General, and City for auditing at reasonable times. The parties shall also retain such financial accounts, documents and records for 3 years after final payment and one year following an audit. (Cal. Govt. Code § 8546.7)
 - B. The parties agree that during regular office hours, each party and CCC and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports pertaining to this Agreement or matters related thereto. The parties shall maintain and make available for inspection by each other or the CCC accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

- C. The parties shall use applicable generally accepted accounting principles, unless otherwise agreed to.
7. Termination.
- A. Unless this Agreement is extended pursuant to Section III, paragraph 5, this Agreement shall terminate upon the earlier of the completion of the PROJECT or the expiration of LCP GRANT AGREEMENT, which presently is set to expire December 31, 2026.
- B. Termination Upon Grant Termination. This Agreement shall terminate if the LCP GRANT AGREEMENT between the CCC and City terminates. In the event of termination of LCP GRANT AGREEMENT, City will provide notification to BEACON within 24 hours. There are no vested rights or entitlements to funding that BEACON can or should rely upon, and once a notice of termination is provided, only authorized and eligible work prior to that notification of termination will be reimbursed.
- C. For Convenience. Any party may terminate this Agreement in whole or in part upon 30 days written notice.
8. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be reversible and shall not in any way impair the enforceability of any other provision of this Agreement.
9. This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.
10. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of the Agreement shall survive such termination or expiration.
11. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the ATTACHMENT 1, the provisions of the numbered sections shall prevail over those in the ATTACHMENT 1. Only Exhibit A and Exhibit B of ATTACHMENT 1 apply to and are incorporated into this Agreement. All other pages, Exhibits, or attachments in ATTACHMENT 1 except as expressly stated here, are excluded from this Agreement.
12. 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.
13. 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

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

14. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
15. No delay or omission of any of the parties 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 shall be exercised from time to time and as often as may be deemed expedient.

[This space intentionally blank. Signatures on following page.]

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SANTA BARBARA

A Municipal Corporation

Alelia

Parenteau

Digitally signed by
Alelia Parenteau
Date: 2022.07.14
09:21:08 -07'00'

Alelia Parenteau

Director, Sustainability and Resilience
Department

Date: 7/14/22

BEACON

A Joint Powers Authority

Gregg Hart

Chair, BEACON

Date: _____

Attest:



Marc Beyeler

BEACON Executive Director

Approved as to Form:

Ariel Calonne

City Attorney

Approved as to Form:

Rachel Van Mullem

County Counsel

By: Daniel S.
Hentschke

Digitally signed by Daniel
S. Hentschke
Date: 2022.07.13
16:18:25 -07'00'

Daniel S. Hentschke

Assistant City Attorney

Susan McKenzie

Senior Deputy County Counsel

Counsel for BEACON

BEACON & City of Santa Barbara Cooperative Agreement for Regional Coastal Adaptation Monitoring Program

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SANTA BARBARA

A Municipal Corporation

Alelia

Digitally signed by
Alelia Parenteau
Date: 2022.07.14
09:21:08 -07'00'

Parenteau

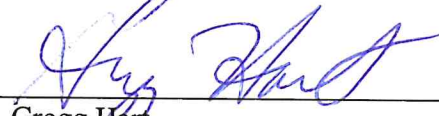
Alelia Parenteau

Director, Sustainability and Resilience
Department

Date: 7/14/22

BEACON

A Joint Powers Authority



Gregg Hart

Chair, BEACON

Date: 10/26/22

Attest:

Marc Beyeler

BEACON Executive Director

Approved as to Form:

Ariel Calonne

City Attorney

By: **Daniel S.
Hentschke**

Digitally signed by Daniel
S. Hentschke
Date: 2022.07.13
16:18:25 -07'00'

Daniel S. Hentschke

Assistant City Attorney

Approved as to Form:

Rachel Van Mullem

County Counsel

Susan L.
McKenzie

Digitally signed by Susan L. McKenzie
DN: CN = Susan L. McKenzie, email =
smckenzie@countyofsb.org, C = AD O =
County of Santa Barbara OU = Office of
County Counsel
Date: 2022.09.16 09:58:24 -07'00'

Susan McKenzie

Senior Deputy County Counsel

Counsel for BEACON

Attachment 1

CALIFORNIA COASTAL COMMISSION STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER

LCP-21-04

STATE CONTROLLER'S OFFICE IDENTIFIER

3720-LCP2104

FEDERAL ID NUMBER

95-6000787

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Santa Barbara

2. The term of this Agreement is: Upon Execution Or
06/01/2022 through 12/31/2026 (the "Termination Date")

3. The maximum amount of this Agreement is: \$ 630,000.00
Six Hundred Thirty Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	7 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	2 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Santa Barbara

BY (Authorized Signature)



DATE SIGNED (Do not type)

06/21/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Alelia Parenteau, Acting Sustainability and Resilience Director

ADDRESS

616 Laguna Street, Santa Barbara, CA 93101

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)



DATE SIGNED (Do not type)

06/20/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Madeline Cavalieri, Chief Deputy Director

ADDRESS

455 Market Street, Suite 200, Room 228, San Francisco, CA 94105

California Coastal Commission Use Only

☒ This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).

EXHIBIT A**SCOPE OF WORK**

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	Grantee: City of Santa Barbara
Name: Kelsey Ducklow ("Grant Manager")	Name: Alelia Parenteau, Acting Sustainability and Resilience Director
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 616 Laguna Street Santa Barbara, CA 93101
Phone: (415) 904-2335	Phone: (805) 564-5474
Fax: (415) 904-5400	Fax:
Email: kelsey.ducklow@coastal.ca.gov	Email: AParenteau@SantaBarbaraCA.gov

3. Primary project contact:

State Agency: California Coastal Commission	Grantee: City of Santa Barbara
Section/Unit: Statewide Planning Unit	Section/Unit: Sustainability and Resilience Department
Name: Karen Vu (Grant Coordinator)	Name: Melissa Hetrick, Acting Energy and Climate Manager
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 616 Laguna Street Santa Barbara, CA 93101
Phone: (415) 904-5268	Phone: 805-897-2590
Fax: (415) 904-5400	Fax:
Email: karen.vu@coastal.ca.gov	Email: MHetrick@SantaBarbaraCA.gov

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of Santa Barbara

Name of Project: Regional Coastal Adaptation Monitoring Program

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 95-6000787

Budget Summary:

CCC funding:	\$630,000
<u>Other funding:</u>	<u>\$66,000</u>
Total project cost:	\$696,000

Term of Project: June 1, 2022 (or grant agreement execution date) – December 31, 2026

A. PROJECT DESCRIPTION

This project will involve development of a Regional Coastal Adaptation Monitoring Program for the BEACON coast, encompassing Santa Barbara and Ventura Counties, to provide consistent data and analysis to implement sea-level rise adaptation plans in the region. The objectives of the program are to provide local management agencies with the information needed to assess if changed conditions warrant new adaptation approaches and if implementation actions are resulting in regional resilience benefits or impacts. Establishing a regional scope for the monitoring program will encourage coordinated adaptation responses across jurisdictions. It will also be designed as a transferable program that could be adopted and replicated in other coastal regions and jurisdictions in California.

To the extent feasible, the monitoring program will utilize existing monitoring efforts and datasets (e.g., USGS and NOAA monitoring data), but would present that data in a manner that efficiently and effectively informs decision making. The program will be designed to be cost effective and targeted to only those parameters necessary so as to ensure monitoring efforts continue into the long-term and are focused on regional-level climate and sea-level rise adaptation. The type of monitoring parameters that will be explored for inclusion in the program include physical attributes, such as sea levels, shoreline position, and bluff position, as well as social attributes, such as inventorying the parcels and socioeconomic status of census tracts affected by flooding events. The program will be developed through a stakeholder process involving representatives from multiple jurisdictions within Santa Barbara and Ventura

EXHIBIT A

Counties and a science advisory team led by members of the BEACON Science Advisory Committee in addition to outside technical advisors. A robust public outreach and comment process will occur on the Draft Regional Coastal Adaptation Monitoring Plan.

Following development of the Monitoring Plan, select pilot monitoring will be conducted. At the conclusion of the monitoring period, a monitoring results report will be prepared. The science advisory team and agency stakeholder group will then reconvene to examine the lessons learned from the monitoring and prepare revisions to the Monitoring Plan accordingly. The City of Santa Barbara will then prepare an amendment to the City's fully certified Local Coastal Program (LCP) to incorporate the final monitoring protocols into the City's Coastal Land Use Plan.

B. TASKS

Task 1: Grant and Project Management

This task is for general project management, development of request for proposals, management of consultant contracts, administration of grant agreements and records, invoicing, and submittal of requests for funds and grant progress reports.

Subtasks:

1.1 Grant management: progress report submittals and request for funds

1.2 Project management: management of consultants, scope of work, budget, outreach processes, and overall project work

Deliverables: All grant submittals, invoicing, and progress reports

Task 2: Development of Regional Coastal Adaptation Monitoring Plan

BEACON, with the assistance of a chosen consultant, will manage the creation of a Regional Coastal Adaptation Monitoring Plan. The process for development of the Monitoring Plan will include a science advisory team and agency stakeholder group including representatives throughout Santa Barbara and Ventura Counties and CCC staff. The process will commence with development of joint goals for the program and an assessment of stakeholders' monitoring needs related to adaptation planning, implementation of adaptation projects, and assessment of adaptation project impacts and benefits. The team will evaluate various existing monitoring datasets and programs at the local, regional, state, and federal level. Monitoring parameters for the program will then be analyzed with respect to their effectiveness at implementing the goals of the project, costs, and ease of implementation. Parameters to be explored include physical attributes such as groundwater levels, sea levels, shoreline position, and bluff position, and social attributes such as the parcels and socioeconomic status of census tracts affected by flooding events. A Public Draft Monitoring Plan will then be prepared that includes clear goals and outcomes of the monitoring

EXHIBIT A

program and identifies, in detail, chosen monitoring protocols and data sources, methods of monitoring, and frequency and timing of monitoring to be conducted. The plan will also outline the parameters for pilot monitoring to be conducted under Task 3.

The Public Draft Regional Coastal Adaptation Monitoring Plan will be released for CCC staff review and then be released for public comment, and an agency, stakeholder, and interested party outreach process will commence. Revisions to the plan will then be made based on CCC staff and public comments and a Final Draft Regional Coastal Adaptation Monitoring Plan will be prepared.

Subtasks:

2.1 Finalize plan development scope of work: identify resource needs for project, consultant needs, and assignment of work duties.

2.2 Assemble and organize technical review panel: technical review panel will include the Science Advisory Team and possibly additional technical expertise from consultants.

2.3 Identify and compile agency stakeholder group

2.4 Project work sessions: work sessions will include technical and stakeholder teams to scope out goals and parameters of plan.

2.5 Develop Administrative Draft Regional Coastal Adaptation Monitoring Plan with 4-week CCC staff review

2.6 Public outreach and comment on Public Draft Monitoring Plan

2.7 Prepare Final Draft Regional Coastal Adaptation Monitoring Plan

Deliverables: Administrative Draft, Public Draft, and Final Draft Regional Coastal Adaptation Monitoring Plan

Task 3: Pilot Monitoring Project(s)

Following finalization of the Final Draft Regional Coastal Adaptation Monitoring Plan, pilot monitoring will occur based on a subset of locations and parameters developed for the plan, including the final schedule. A draft monitoring results report will then be prepared that will serve as an example of regular monitoring results reports to be delivered in the future. Following CCC staff review, a final Pilot Monitoring Results Report will be prepared.

Subtasks:

3.1 Identify and evaluate pilot project site locations

3.2 Implement pilot monitoring

3.3 Prepare Draft Pilot Monitoring Results Report and 4-week CCC staff review

EXHIBIT A

3.4 Prepare Final Pilot Monitoring Results Report

Deliverables: Draft and Final Pilot Monitoring Results Report

Task 4: Revised Protocols

Following pilot monitoring, the science advisory team and agency stakeholder group will be reconvened to examine the lessons learned from the pilot monitoring and to recommend refinements to the monitoring protocols in the Final Draft Regional Coastal Adaptation Monitoring Plan and identify any further needs for the program. Based on this analysis, a revised Final Regional Coastal Adaptation Monitoring Plan will be prepared.

Subtasks:

4.1 Reassess Final Draft Monitoring Plan: reassess Final Draft Monitoring Plan from task 2.7 based on monitoring results.

4.2 Prepare revised Final Regional Coastal Adaptation Monitoring Plan with 4-week CCC staff review

Deliverables: Final Regional Coastal Adaptation Monitoring Plan

Task 5: Local Coastal Program Amendment

This task includes preparation of a Draft LCP Amendment to incorporate the Regional Coastal Adaptation Monitoring Plan into the City of Santa Barbara Coastal Land Use Plan, which is part of the City's fully certified LCP. CCC staff will be consulted prior to and following release of the Draft LCP Amendment.

Subtasks:

5.1 Development of Draft LCP Amendment with CCC consultation and 4-week CCC staff review

5.2 Public release of Draft LCP Amendment

5.3 Revisions and release of Final Draft LCP Amendment

5.4 Planning Commission and City Council review of Final Draft LCP Amendment

5.5 Submittal of LCP Amendment to CCC for review

Deliverables: Draft and Final Draft Local Coastal Program Amendment-Regional Coastal Adaptation Monitoring Program

EXHIBIT A

C. SCHEDULE

Project start/end dates: 6/1/22 (or grant agreement execution date) – 12/30/26

Task 1. Grant and Project Management	6/1/22 – 12/30/26
1.1 Grant management	6/1/22 – 12/30/26
1.2 Project management	6/1/22 – 12/30/26
Deliverables:	
a. All grant submittals, invoicing, and progress reports	Ongoing
Task 2. Development of Regional Coastal Adaptation Monitoring Plan	6/1/22 – 1/30/24
2.1 Finalize plan development scope of work	6/1/22 – 8/1/22
2.2 Assemble and organize technical review panel	6/1/22 – 8/1/22
2.3 Identify and compile agency stakeholder group	6/1/22 – 10/1/22
2.4 Project work sessions	7/1/22 – 1/1/23
2.5 Develop Administrative Draft Regional Coastal Adaptation Monitoring Plan with 4-week CCC staff review of draft	10/1/22 – 10/1/23
2.6 Public outreach and comment on Public Draft Monitoring Plan	11/1/23 – 12/30/23
2.7 Prepare Final Draft Regional Coastal Adaptation Monitoring Plan	12/30/23 – 1/30/24
Deliverables:	
a. Administrative Draft Regional Coastal Adaptation Monitoring Plan	9/1/23
b. Public Draft Regional Coastal Adaptation Monitoring Plan	11/1/23
c. Final Draft Regional Coastal Adaptation Monitoring Plan	1/30/24
Task 3. Pilot Monitoring Project(s)	8/1/23 – 6/30/26
3.1 Identify and evaluate pilot project site locations	8/1/23 – 2/30/24
3.2 Implement pilot monitoring	2/30/24 – 2/30/26
3.3 Prepare Draft Pilot Monitoring Results Report including 4-week CCC staff review	5/30/26
3.4 Prepare Final Pilot Monitoring Results Report	6/30/26
Outcome/Deliverables:	
a. Draft Pilot Monitoring Results Report	4/30/26
b. Final Pilot Monitoring Results Report	6/30/26
Task 4. Revised Protocols	2/30/26 – 8/30/26
4.1 Reassess Final Draft Monitoring Plan	2/30/26 – 4/30/26

EXHIBIT A

4.2 Prepare Revised Final Regional Coastal Adaptation Monitoring Plan including 4-week CCC staff review	7/30/26
Outcome/Deliverable:	
a. Final Regional Coastal Adaptation Monitoring Plan	8/30/26
Task 5. Local Coastal Program Amendment	1/1/26 – 12/30/26
5.1 Development of Draft LCP Amendment with CCC consultation and 4-week CCC staff review	1/1/26 – 7/30/26
5.2 Public release of Draft LCP Amendment	8/30/26 – 9/30/26
5.3 Revisions and release of Final Draft LCP Amendment	9/30/26 – 10/30/26
5.4 Planning Commission and City Council review of Final Draft LCP Amendment	10/30/26 – 12/30/26
5.5 Submittal of LCP Amendment to CCC for review	12/30/26
Deliverable:	
a. Draft LCP Amendment-Regional Coastal Adaptation Monitoring Program	6/30/26
b. Final LCP Amendment -Regional Coastal Adaptation Monitoring Program	12/30/26

D. BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
Public Draft Regional Coastal Adaptation Monitoring Plan	11/1/23
Final Draft Regional Coastal Adaptation Monitoring Plan	1/30/24
Draft Pilot Monitoring Results Report	4/30/26
Final Pilot Monitoring Results Report	6/30/26
Revised Final Regional Coastal Adaptation Monitoring Plan	8/30/26
Final LCP Amendment	12/30/26

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL® Specialty License Plate, or California’s Voluntary Tax Check-Off Program, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B**BUDGET**

<i>City of Santa Barbara</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
LABOR COSTS¹			
County/City Staff Labor			
Task 1 – <i>Grant and Project Management</i>	\$75,000	\$35,000	\$110,000
Task 2 – <i>Development of Regional Coastal Adaptation Monitoring Plan</i>	\$0	\$0	\$0
Task 3 – <i>Pilot Monitoring Project(s)</i>	\$0	\$0	\$0
Task 4 – <i>Revised Protocols</i>	\$0	\$0	\$0
Task 5 – <i>LCP Amendment</i>	\$20,000	\$10,000	\$30,000
Total Labor Costs	\$95,000	\$45,000	\$140,000
DIRECT COSTS			
County/City Staff Project Supplies			
Printing and Noticing	\$10,000	\$0	\$10,000
Pilot Monitoring Project Supplies	\$50,000	\$0	\$50,000
Total	\$60,000	\$0	\$60,000
County/City Staff Travel in State²			
Mileage	\$0	\$0	\$0
Hotel, etc.	\$0	\$0	\$0
Total	\$0	\$0	\$0
Consultants³/Partners			
Task 1 – <i>Grant and Project Management</i>	\$75,000	\$0	\$75,000
Task 2 – <i>Development of Regional Coastal Adaptation Monitoring Plan</i>	\$225,000	\$0	\$225,000
Task 3 – <i>Pilot Monitoring Project(s)</i>	\$150,000	\$0	\$150,000
Task 4 – <i>Revised Protocols</i>	\$25,000	\$0	\$25,000

¹ Amount requested should include total for salary and benefits.

² Travel reimbursement rates are the same as similarly situated state employees.

³ All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

EXHIBIT B

<i>City of Santa Barbara</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
Task 5 – LCP Amendment	\$0	\$0	\$0
Consultants Total	\$475,000	\$0	\$475,000
Total Direct Costs	\$535,000	\$0	\$535,000
OVERHEAD/INDIRECT COSTS⁴			
Total County/City Staff Overhead/Indirect Costs	\$0	\$21,000	\$21,000
TOTAL PROJECT COST	\$630,000	\$66,000	\$696,000

⁴ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. Request for Funds

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the “RFF Form”), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission
Attn: Karen Vu
Statewide Planning Division
455 Market Street, Suite 200, Room 228
San Francisco, CA 94105
- C. Each RFF form shall contain the following information:
1. Grantee’s name and address as shown in this Agreement.
 2. Invoice number and date of the RFF
 3. Time period covered by the RFF form during which work was actually done.
 4. Agreement number as shown on this Agreement.
 5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
 6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
 7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
 8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. Budget Contingency Clause

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
8. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. TIMELINESS: Time is of the essence in this Agreement.
10. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D

Special Terms and Conditions

1. **PROJECT EXECUTION:**

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$630,000 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh and current round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1**LCP Terms and Conditions****1. PURPOSE OF GRANT FUNDING**

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide

EXHIBIT D1

maximum opportunities for these groups to engage with and provide input on the tasks of the Project.

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

1. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- | | |
|--|--|
| 1. General Liability:
(Including
operations,
products and
completed
operations, as
applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile
Liability: | \$1,000,000 per accident for bodily injury and property damage. |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

EXHIBIT D1

- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance document](#) to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance

EXHIBIT D1

recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party “for cause”. The term “for cause” shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

Representative of Coastal Commission:

By: _____

Printed Name: _____

Title: _____

Dated: _____

ITEM 5D

ATTACHMENT III

**Agreement with Marc Beyeler/Beyeler & Associates for Executive Director
Services**

AGREEMENT FOR SERVICES

This Agreement is entered into by:

**Beach Erosion Authority for Clean
Oceans and Nourishment ("BEACON")**

And

Beyeler & Associates ("CONTRACTOR")
Principal/Senior Associate
Beyeler & Associates
111 El Camino Real
Berkeley, Ca 94705
Phone: 510-316-6095
e: marcbeyeler@mac.com

I. CONTACT INFORMATION.

A. DESIGNATED REPRESENTATIVES: Gerald Comati at phone number 805-962-0488 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Marc Beyeler at phone number 510-316-6095 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

B. NOTICES: Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To BEACON: Gerald Comati
BEACON
1943 Grand Avenue
Santa Barbara, CA 93103
T:805-962-0488
E:comati@beacon.ca.gov

To CONTRACTOR: Beyeler & Associates
111 El Camino Real
Berkeley, Ca 94705
T:510-316-6095
E:marcbeyeler@mac.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section 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.

II. SCOPE OF WORK.

A. SCOPE OF WORK (“Services”):

1. CONTRACTOR shall perform the duties of Executive Director described in Attachment 2 BEACON Executive Director Job Description, attached hereto and incorporated herein by this reference.

B. CONTRACTOR will be responsible for all aspects of this Agreement.

C. Agreement Period: July 1, 2025 – June 30, 2026.

III. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements unless otherwise described, not to exceed \$165,227.40.

1. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Scope of Work as determined by BEACON. 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 1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment 1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in the Scope of Work.
2. Each month, CONTRACTOR shall submit to the BEACON DESIGNATED REPRESENTATIVE an invoice or certified claim on the BEACON Treasury for the service performed over the period specified. These invoices or certified claims must cite this Agreement. BEACON shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment 1 shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
3. 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.

B. EXPENSES: BEACON shall reimburse Contractor for expenses related to the performance of services described in this Agreement. BEACON shall approve any changes to the approved budget in writing through an Amendment to this Agreement.

IV. INDEPENDENT CONTRACTOR; TAXES

A. NOT AN EMPLOYEE: Regardless of any functional title or work description, CONTRACTOR is an independent contractor and not an employee of BEACON. If BEACON decides to hire the CONTRACTOR as an employee at some future date, the fee set forth in this

Agreement does not set a precedent for a regular salary figure. If applicable, any regular future salary would be negotiated upon date of hire.

B. NO BENEFITS: CONTRACTOR shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers' compensation and health insurance. CONTRACTOR shall provide evidence of general liability insurance prior to starting beginning work under this Agreement.

C. TAXES: CONTRACTOR agrees to be responsible for any and all filing of payment of taxes applicable to its performance of services under this Agreement, including the Services, and for compliance with any and all provisions requirements arising under the tax law(s) of the State of California. No federal, state or local income tax, or any payroll tax of any kind shall be withheld or paid by BEACON on behalf of CONTRACTOR.

V. LIABILITY; INDEMNIFICATION

A. LIMITATION OF LIABILITY: Neither BEACON nor any of its agents, employees, representatives, directors or officers shall be liable for any personal injury to or death of CONTRACTOR or CONTRACTOR's agents, representatives or subcontractors, however caused, or any damage to or loss of property of CONTRACTOR, however caused.

B. PERMISSION TO USE INFORMATION: BEACON represents and warrants that to its knowledge, all data, information and documents furnished by it or its partners to CONTRACTOR for purposes of performing the Services ("Information") are accurate, and BEACON grants CONTRACTOR and its representatives permission to use the Information as is necessary to the performance of the Services.

C. 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.

VI. CANCELLATION

Either party may terminate this Agreement upon fifteen (15) days written notification to the address listed above without penalty.

VII. OTHER

A. ASSIGNMENT: CONTRACTOR shall not assign, encumber or otherwise transfer this Agreement or any rights granted hereunder without the prior written consent of BEACON, which consent BEACON may withhold for any reason.

B. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall insure to the benefit of and shall be binding upon the parties, their respective successors and permitted assigns.

C. AMENDMENT; WAIVER: This Agreement may be amended, modified or supplemented only by written instrument signed by both parties. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict adherence to the terms of this Agreement shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach.

D. ARBITRATION: The parties agree that any dispute regarding the terms of this Agreement, the performance of any party hereunder, or any other matter related hereto shall be resolved by binding arbitration to be held in Santa Barbara, California under the auspices and pursuant to the applicable rules of the American Arbitration Association.

E. CALIFORNIA LAW AND JURISDICTION. This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in 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.

F. SEVERABILITY. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

G. HEADINGS. Section headings used herein are inserted for convenience only and are not part of this Agreement.

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

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

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

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

K. COMPLIANCE WITH LAW. CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes 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 or statute, shall be conclusive of that fact as between CONTRACTOR and BEACON.

L. 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.

M. 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.

N. CONFLICT OF INTEREST. CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement, CONTRACTOR will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the services or duties to be performed under the provisions of this Agreement without the prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2025.

CONTRACTOR

By: Marc Beyeler
Name: Marc Beyeler
Title: Principal, Beyeler & Associates
Date: July 1, 2025

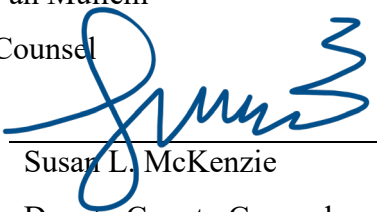
BEACON

By: _____
Name: Eric Friedman
Title: Chair, BEACON
Date: July 1, 2025

Approved as to Form:

Rachel Van Mullem

County Counsel

By: 
Susan L. McKenzie
Deputy County Counsel,
Counsel for BEACON

Attest:



By: _____
Name: Gerald Comati
Title: Program Manager

ATTACHMENT 1

Beyeler & Associates
2025-2026 Rates*

Principal	\$150-\$250/hour
Senior Associates	\$125-\$225/hour
Associates	\$100-\$175/hour
Specialists	Various
Administrative	\$75-\$100/hour
Reasonable Travel and transportation	Billed at cost
Mileage	\$0.54/mile
Copying and printing	Billed at cost

*Any and all rates not listed or appearing in this Attachment 1, shall be agreed to and approved in writing by both Parties prior to CONTRACTOR invoicing.

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

Mileage ¹	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs, and Transportation ^{1,2}	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

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

¹ Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs², registration fees, hotel accommodations, food and meals, and/or mileage (reimbursed at \$0.54 per mile) to and from such activities are not included under this Agreement. BEACON shall separately reimburse CONTRACTOR for expenses related to these events and activities, consistent with the approved BEACON budget. For Food and Meals only reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated.

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

ATTACHMENT 2

BEACON Executive Director Job Description

BEACON, the Beach Erosion Authority for Clean Oceans and Nourishment, is a Joint Powers Agency, consisting of the Ventura and Santa Barbara Counties, and the six coastal cities of Santa Barbara, Goleta, Carpinteria, Oxnard, Port Hueneme, and San Buenaventura. BEACON is responsible for regional beach erosion and nourishment policy and projects, and the protection of coastal water quality. BEACON's projects are included in its Coastal Regional Sediment Management Plan. BEACON is governed by a 10 member Board of Directors, representing 8 member agencies.

The Executive Director under policy direction of the BEACON Board of Directors, organizes, coordinates, and directs all BEACON functions and activities, provides leadership, policy guidance, strategic direction and day-to-day management of BEACON; fosters cooperative working relationships with the Board the County of Ventura, cities and special districts, the public and other agencies; performs related work as assigned.

The BEACON Executive Officer is an "at-will" employee appointed by the Board. The Executive Director reports directly to the Board and performs all duties necessary for the proper and efficient management of BEACON as determined by the Board and the authorizing language of the JPA.

EXAMPLES OF DUTIES:

The following is used as a partial description and is not restrictive to duties required.

Plans, organizes and directs the activities of BEACON; develops goals, policies and projects for BEACON subject to Board review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Conducts complex analysis and prepares written reports and recommendations on a range of programs, policies, and projects.

Responsible for preparing agendas and meeting materials for attends all BEACON Board meetings and is and responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Chair of the Board.

Prepares agendas and meeting materials for the BEACON Executive Committee and responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Chair of the Board.

Represents BEACON in various negotiations with other governmental agencies regarding the authority and functions of BEACON and the policies, procedures and funding of BEACON.

Prepares and administers BEACON's annual budget working with staff of the County of Ventura.

Works closely with and advises the Board, consultant and professional and support staff, the Counties of Ventura and Santa Barbara, cities, special districts, the public and other agencies to implement BEACON programs and to ensure compliance with laws and local policies.

Serves as BEACON Science Director and is responsible for organizing and supporting the activities of the BEACON Science Advisory Committee (SAC). Prepares agendas and meeting materials for the BEACON SAC and is responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Co-Chairs of the SAC.

Reviews and authorizes the work of professional consultants; reviews work plans and progress reports and confers with consultant staff to define and solve problems; Responsible for the efficient and effective performance of all contracts.

Represents the BEACON before the media, other agencies and the public. Actively participates in BEACON related organizations and professional associations.

Provides regular updates to member agency City Councils, and Boards of Supervisors regarding BEACON activities and progress towards priority goals and objectives.

Provides BEACON Board of Directors with an annual review of Executive Director activities and accomplishments as part of an annual review process.

CONTRACTOR may undertake additional environmental planning expert services related to sediment management and climate and sea-level rise adaptation planning as directed and may be additionally compensated for same dependent on the availability of grant funding.

QUALIFICATION GUIDELINES:

Knowledge Of:

State Joint Powers Authority state law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban and environmental planning practices and techniques; federal, state and local laws and guidelines relating to coastal and marine management and environmental protection.

Skills and Abilities In:

Planning, organizing, coordinating and directing BEACON programs and activities.

Analyzing functional, organizational and financial characteristics of regional environmental, coastal and marine projects, evaluating alternatives, and recommending effective courses of action relating to BEACON functions.

Interpreting, explaining and applying BEACON law and policies and related state and federal laws.

Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing BEACON effectively in contacts with the public, BEACON member agencies, and other public agencies, including state and federal agencies and partners

Promoting cooperative relationships with BEACON member agencies and their staff, other public agencies, public groups concerned with BEACON functions and operations.

Supplemental Information:

Works primarily in a home office environment but regular travel is required within the region of Santa Barbara and Ventura counties.

RECRUITING STANDARDS:

Education/Experience:

Graduation from an accredited college with a bachelor's degree in public administration, urban or environmental planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

OTHER REQUIREMENTS:

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.



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: July 18, 2025

Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: July 11, 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.

September 2025 Meeting Agenda:

- A. Presentations
- B. Project Updates