



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

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Email:

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

MEETING NOTICE

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)

May 22, 2026

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, May 22, 2026

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

Santa Barbara County
Office of Supervisor Joann
Hartmann
105 E Anapamu, 4th Floor
Santa Barbara, CA 93101

City of Goleta
City Hall
130 Cremona Drive
Goleta, CA 93117

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/85910128294?pwd=dNYJOibuVDpjZF9hCYBuRbFszZR1oh.1>

Meeting ID: [859 1012 8294](#)

Passcode: [566523](#)

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: [859 1012 8294](tel:85910128294) and Passcode:- [566523](tel:566523).
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, May 20, 2026, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Wednesday, May 20, 2026. 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, May 20, 2026 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 January 23, 2026 (Exhibit 1).



2. Public Comment and Other Matters not on the Agenda

3. Presentation on Harbor Dredging, Federal Funding, and Beach Nourishment

Receive presentations from Santa Barbara, Ventura, and Channel Island harbors on the status of harbor dredging, beach nourishment, and federal funding.

4. Project Updates

A. Appoint Brian Brennan as Special Projects Volunteer

Recommended Action:

- i. Receive a Staff Report on Special Projects Staff; and
- ii. Adopt Resolution 2026-1, appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2027 (Exhibit I).

B. Receive a Staff Report on Projects

- i. SAC Meeting
- ii. Sand Summit Meeting

5. BEACON Organization and Program

A. BEACON Resolution for ASBPA

Recommended Action:

Adopt Resolution 2026-2, congratulating the American Shore and Beach Preservation Association (ASBPA) for 100 years of the best beach and coastal science and policy (Exhibit I).

B. Board Member Reports

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

C. BEACON Budget Action and Financial Reports

Recommended Actions:

- i. Approve Budget Modification:
Increase Travel \$5,000
Decrease Contingency \$5,000;
- ii. Adopt an increase to voting member assessments (membership dues) by up to 15% for Fiscal Year 2026-2027 to provide an additional \$51,907 in revenue. (Exhibit I)
(Requires unanimous approval (10/10 vote))
- iii. Upon approval of member assessments, review and approve the Recommended Fiscal Year 2026-2027 Budget (Exhibit II)
- iv. Adopt the Budget Resolution 2026-3 for Fiscal Year 2026-27 (Exhibit III)

D. BEACON Contracts and Agreements

Recommended Actions:

- i. 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, 2026, to June 30, 2027, in an amount not to exceed \$55,000. (Attachment I).
- ii. 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, 2026, to June 30, 2027, in an amount not to exceed \$15,000 (Attachment II).
- iii. 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, 2026 to June 30, 2027, in an amount not to exceed \$20,000 (Attachment III).
- iv. 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, 2026, to June 30, 2027 (Attachment IV).
- v. 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, 2026 to June 30, 2027, in an amount not to exceed \$10,000 (Attachment V).
- vi. 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, 2026, to June 30, 2027, in an amount not to exceed \$6,000 (Attachment VI).
- vii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with Dorothy Horn to provide professional data and Geographic Information Systems (GIS) professional services with a period of performance from July 1, 2025, to December 31, 2026, with no change in the amount not to exceed \$22,000 (Attachment VII).
- viii. Approve and authorize the Chair to execute an Agreement with Matunuck Research Group LLC for the services of Nathaniel Merrill to assist BEACON staff in developing data and methods to analyze local beach use with a period of performance from July 1, 2026, to December 31, 2026, for a total amount not to exceed \$25,000 (Attachment VIII).
- ix. Approve and authorize the Chair to execute an Agreement with SCI to assist Beacon in collecting and analyzing beach and shoreline camera data, including Shoreline position and beach geomorphology for one or more beaches using remote video camera. This one-year demonstration project would be for a period of performance from June 1, 2026, to June 1, 2027, for a total amount not to exceed \$25,000 (Attachment IX).
- x. Approve and authorize the Executive Director to execute an Agreement, similar to the attached, with a Independent Contractor, to be determined, to provide administrative and grants management services to BEACON in an amount not to exceed \$25,000 with a period of performance from July 1, 2026, to June 30, 2027, upon legal review and approval. (Attachment X);



6. Closed Session

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

Labor Negotiations (Gov. Code § 54957.6(a).)

Employee: Executive Director

Agency Designated Representatives: Chair Friedman and Counsel McKenzie.

7. 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.

July, 2026 Meeting Agenda:

A. Presentation

B. Project Updates

C. Budget and Financial Actions

8. Adjourn

Late Distribution of Materials

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



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STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 1B-C

To: BEACON Board of Directors
From: Executive Director
Date: May 14, 2026

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 January 23, 2026 (Exhibit 1).

ITEM 1C

EXHIBIT 1

Minutes from January 23, 2026, BEACON Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

DATE: Friday, January 23, 2026

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions –Chair, Eric Friedman
Minutes/ Actions:		<p>Members Present:</p> <ul style="list-style-type: none"> • Vianey Lopez (County of Ventura) • Matt LaVere (County of Ventura) • Laura Capps (County of Santa Barbara) • Eric Friedman (City of Santa Barbara) • Jennifer Smith (City of Goleta) • Julie Mayer (City of Carpinteria) • Doug Halter (City of Ventura) • Steven Gama (City of Port Hueneme) <p>Members Not Present:</p> <ul style="list-style-type: none"> • Gabe Teran, (City of Oxnard) • James Kyriaco (City of Goleta) • Roy Lee (County of Santa Barbara)
Item	1B - C	<p>Approval of Administrative Items</p> <p>B. Approval of Agenda and Filing of Certificate of Agenda Posting.</p> <p>C. Consideration and Approval of Minutes of the BEACON Meeting held on July 18, 2025.</p>
Minutes/ Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Item 1B and 1C: Motion to approve as set forth in the agenda. Moved by Lopez / Second by Gama. Unanimously approved.</p>
Item	2	Public Comment and Other Matters not on the agenda Receive public comments.
Minutes/ Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.
Item	3	<p>Presentations -</p> <p>Presentation on the Chumash Heritage National Marine Sanctuary (CHNMS)</p> <p>Receive a BEACON staff report and a presentation on the Chumash Heritage National Marine Sanctuary (CHNMS) from Paul Michel, Senior Advisor, NOAA West Coast Region.</p>
Minutes/		Executive Director Marc Beyeler introduced presenter Paul Michel, Senior Advisor,

BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

DATE: Friday, January 23, 2026

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Actions:	<p>NOAA West Coast Regional Office, Monterey, CA, as well as Carolina Behe, Acting Superintendent, Chumash Heritage National Marine Sanctuary.</p> <p>Paul Michel made a presentation of an overview and status update on the Chumash Heritage National Marine Sanctuary (CHNMS), noting he had previously presented to the BEACON Board in 2022. The presentation is available on the BEACON Website.</p> <p>Board Members Comments:</p> <p>Member Gama:</p> <ul style="list-style-type: none"> • Member Meyer asked if there is a location where the public can find more information about the CHNMS. • Paul Mechel responded that the public website is chumashheritage.noaa.gov and will be updated with Advisory Council information. Community announcements will also be distributed through local media. • Marc Beyeler confirmed they would post the link on the BEACON website. • Member Gama asked about shipping risks in the Channel and how they are managed. • Paul Michel described NOAA's process of working with the Coast Guard to monitor shipping lane compliance, enforce penalties for sinking incidents (citing a precedent involving a football-field-sized dry dock that sank in Monterey Bay), and the planned whale slow-speed zone rulemaking. • Chair Friedman asked how the sanctuary will deal with the potential issuance of new offshore oil and gas leases? • Paul Michel responded that any new oil and gas activities within the sanctuary would require a sanctuary permit or authorization. NOAA has a "seat at the table" through consultation requirements under Section 304(d) of the National Marine Sanctuaries Act. Existing permitted operations are grandfathered with "donut hole" exemptions, similar to treatment in the Gulf of Mexico's Flower Garden Banks Sanctuary. Decommissioning activities would also involve NOAA. • Chair Friedman thanked Paul Michel and Carolina Behe and suggested making the CHNMS update an annual report to the BEACON Board. • Paul Michel expressed willingness to return in approximately one year. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.
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Item	4	<p>BEACON Project Update on Surfers Point Project, Phase 1 Ten Year Monitoring and Phase 2 Completion</p> <p>Receive a staff report update and a presentation from BEACON Staff on the latest status of the Surfers Point Project, including Phase 1 project performance and completion of Phase 2. (Attachment 1, 2, and 3)</p>
Minutes/		Executive Director Marc Beyeler made a PowerPoint presentation of the Surfers Point

BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

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Actions:	<p>Project, history and current status followed by a presentation by Matt Maechler, Principal Civil Engineer at the City of Ventura.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Member Smith asked if the Public Art elements of the project were voluntary or through a City policy?• Marc Beyeler responded that it was through City policy.• Member Halter applauded the report and indicated he walks the project site every Friday with a representative of the Land Trust, and he sees that there are lot of people enjoying the area. He also added that regarding public art, the City of Ventura is very serious about installing art in all CIP projects.• Member LaVere indicated that Phase 1 of the project is great and that Phase 2 looks very good too. He asked when there would be a Ribbon Cutting Ceremony?• Mat Maechler indicated that they were potentially looking for a date in March 2026.• Member Lopez asked about parking fee issues.• Matt Maechler indicated that there have been some problems but that the City is working with Fairground regarding parking fees.• Member Gama indicated that he spent a lot of time at Surfers Point in the 1970's. He asked that when the Matilija Dam comes down, would the huge amount of sediment benefit the Surfers Point site?• Matt Maechler indicated that it would definitely be a benefit to the beach at Surfers Point.• Member Gama asked if Surfers get special treatment at the Surfers Point Parking Lot?• Matt Maechler indicated that Surfers Point serves a multitude of activities and the parking is certainly greatly improved compared to pre-project.• Marc Beyeler indicated that the Fairgrounds are trying to come up with a reasonable cost for parking, especially as an annual pass and parking for special events is additional.• Member Gama asked if there is a process for Surfers to do a surf check without having to park?• Matt Maechler indicated that most Surfers do their check before they reach the parking kiosk. <p>Public Comments:</p> <ul style="list-style-type: none">• Paul Jenkins from Surf Riders thanked BEACON for its involvement in both the Surfers Point Project and the Matilija Dam Project. The project has taken 30 years to implement but we are now at the finish line thanks to BEACON, the City and other agencies. Paul also thanks Bob Batalio for putting his Engineering License on a project that had never been done before, and the managed retreat has worked.at Surfers Point.
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BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

DATE: Friday, January 23, 2026

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PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Item	5A	BEACON Organization and Program Board Members Reports
Minutes/ Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none"> • Member Halter Highlighted a series of environmental and conservation accomplishments in Ventura, including: the Surfers Point managed retreat project; a Trust for Public Land purchase of over 5,000 acres; the Harmon Canyon and Mariano Ranch land trusts; Petrochem site cleanup and 20-year river restoration commitment; Ventura Botanical Gardens stormwater and climate-appropriate planting efforts; ongoing collaboration along the Ventura River with Channel Keepers; removal of an Edison discharge to a location one mile offshore (operational as of December 30); and expanding regional bike trail connectivity from Ventura to Santa Barbara, Ojai, and soon Peru (along the river/rail corridor). • Member Lopez reported on Channel Islands Harbor dredging. An off-cycle dredging event began in October 2025 and was completed approximately one and a half weeks prior to the meeting, removing 1.6 million cubic yards of sand. Regular-cycle dredging is expected to resume in October 2026 through February 2027. The Army Corps of Engineers is also undertaking a dune habitat restoration project associated with the dredging that has received significant community attention; a community meeting is expected in the coming weeks. • Member Capps reported that portions of Goleta County Beach will be temporarily closed beginning the following week for storm damage operations and sediment beach nourishment, expected to last 3–4 weeks. She attributed the need to the wettest year on record in Santa Barbara County. • Member Gama added comments on the Channel Islands dredging, noting that for the first time in a long time, the dredging contractor exceeded its goals significantly — in this off-cycle, they removed more than half of what is typically removed in a full two-year cycle. He attributed successes due to BEACON in part to the organization's willingness to learn from past mistakes and apply good science. • Chair Friedman reported that Santa Barbara Harbor is currently being dredged, using remaining funds from the prior cycle. However, federal funding for future dredging cycles is not yet secured. He also reported that Santa Barbara Airport is undergoing a climate adaptation planning process, with a preview presented to the Airport Commission the previous Wednesday. The plan addresses flooding, environmental issues, and bird strikes, with sea level rise projections extending to 2090, and includes near-term, 5–20 year, and long-range planning horizons. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.

Item	5B	BEACON Board Actions and Financial Reports <i>Recommended Action:</i> Receive and file the attached Fiscal Year 2025-2026 Budget-to-Actual financial report for the year-to-date period ending December 31, 2025 (Exhibit I).
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BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

DATE: Friday, January 23, 2026

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Minutes/ Actions:	<p>The Executive Director presented the FY 2025-2026 Budget-to-Actual financial report for the period ending December 31, 2025.</p> <p>Key points:</p> <ul style="list-style-type: none"> • BEACON's budget has two components: an operational budget funded by member dues, and a grants budget leveraged using operational funds. • Four multi-year grants are currently outstanding. • Dues collection is tracked quarterly with the Ventura County Auditor-Controller's Office (fiscal agent); the goal is to collect dues in the first two quarters of each fiscal year. As this time, all member agencies are expected to have paid dues within the current calendar month. • BEACON's bank balance exceeds \$500,000, more than tripling since the Executive Director's tenure began (from approximately \$150,000), providing approximately one to two years of operational reserves. • Staffing challenges persist: a six-month recruitment process for an administrative/grants staff position ended when the selected candidate withdrew. Science and GIS staffing have been more successful; administrative staffing remains difficult at part-time compensation levels. • BEACON successfully negotiated a cash advance from a grantor on one project — an uncommon achievement — demonstrating the agency's financial credibility with state partners. • Recently completed grants include a Coastal Conservancy grant on integrated governance for coastal adaptation. • The RCAMP grant, a new three-year grant, is now underway. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>No action required. Board received and filed the financial report.</p>
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Item	5C	<p>BEACON Budget Actions <i>Recommended Action:</i> Coastal Access Data Research Project. Approve and authorize the Chair to execute Amendment No. 3 with Nate Merrill/Matunuck Research, to provide scientific and technical services supporting coastal and beach access planning to extend the period of performance three months with a revised ending date of June 30, 2026, without an increase in the total funding amount of \$75,000 (Attachment No. 1).</p>
Minutes/ Actions:		<p>The Executive Director presented Amendment No. 3, correcting a clerical error in the contract end date from a prior amendment. The amendment extends the period of performance by three months to June 30, 2026, with no change in scope or total funding amount (\$75,000). As reminder, Nate Merrill is a preeminent expert in coastal access data methods and was previously assigned to this project as a U.S. EPA employee. Following his</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

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	<p>separation from EPA, BEACON retained him as a consultant to continue this important work supporting coastal and beach access planning and data development.</p> <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve as set forth in the agenda. Moved by Gama/ Second by Halter. Unanimously approved.</p>
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Item	6	<p>Executive Director’s Report and Communications</p> <p>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>
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Minutes/ Actions:	<p>Executive Director Marc Beyeler provided the following report:</p> <ul style="list-style-type: none"> • Channel Islands Harbor Dredging and Financing • BEACON staff annually convenes the SAN (Sand) Summit in cooperation with the City of Port Hueneme and Channel Islands Harbor/County, attracting 50–70 participants. The Summit serves to mobilize stakeholders and engage state and federal representatives on dredging finance. • Congressional funding for dredging is not automatic — it requires annual Congressional approval, which has proven difficult year to year. • Santa Barbara Harbor did not receive approximately \$3 million in federal authorization for FY 2026-27. • Congressman Brownlee secured approximately \$12 million for Ventura Harbor and Channel Islands Harbor for the coming year, though that amount may not fully cover needs. • BEACON's three harbors (Santa Barbara, Ventura, Channel Islands) all affect sediment management and sandy beach preservation. Each has a different dredging frequency: Santa Barbara dredges twice yearly; Ventura annually; Channel Islands Harbor every two years. • The next Sand Summit will be scheduled around the March Board meeting. • Completed Grants and Project Updates <ul style="list-style-type: none"> ➤ The Coastal Conservancy grant on integrated governance for sediment management and coastal adaptation has been completed. ➤ Projects in progress or recently supported by BEACON include: <ul style="list-style-type: none"> ➤ Goleta Beach nourishment and ongoing restoration ➤ Santa Barbara East Beach — systemic nourishment approach ➤ Isla Vista living shoreline dune pocket project ➤ Carpinteria living shoreline and shoreline management plan (currently funded)
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BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

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- Ormond Beach restoration and public access plan (early implementation)
- Port Hueneme / Surfrider beach restoration at Hueneme and Ormond Beach
- Programmatic and Financial Outlook

The Executive Director noted that project costs have increased dramatically — Surfers Point was originally estimated at \$5 million as a single project; Phase 1 alone cost approximately \$4 million and total project costs have reached nearly \$17 million.

BEACON will bring forward additional nature-based project concepts (dunes, wetlands, artificial reefs, green groins) for Board consideration based on lessons learned from Surfers Point and other projects.

Finally, the Executive Director reminded the Board that BEACON operates on the state fiscal year (July 1–June 30). The board meeting schedule is: January, March, May, July, September, and November.

The March meeting is for dues and preliminary budget discussion
The May meeting for Budget and contracts approval

In addition, for 2026, Chair Friedman and Vice-Chair Gama continue in their leadership roles under BEACON's two-year leadership schedule, through January 2027

Public Comments:

- None.

The next Board Meeting will be held on May 22, 2026, at 9:00 AM, at the City of Carpinteria City Council Chambers.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.



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STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: May 14, 2026

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



A California Joint Powers Agency

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STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date: May 15, 2026

Subject: Presentation on Harbor Dredging, Federal Funding, and Beach Nourishment

RECOMMENDED ACTION:

Receive presentations from Santa Barbara, Ventura, and Channel Island harbors on the status of harbor dredging, beach nourishment, and federal funding.

DISCUSSION:

Receive presentations from Santa Barbara Harbor, Mike Wiltshire - Waterfront Director Harbor Master, Ventura Harbor, John Higgins - Harbor Master, and Channel Island Harbor, Michael Tripp, Director, on the status of harbor dredging, beach nourishment, and federal funding.

Maintenance of local beaches with beach nourishment in the Santa Barbara Littoral Cell at our local area beaches requires periodic and regular harbor dredging at three harbor locations in Santa Barbara, Ventura and Channel Islands. Each of the three harbors require federal funding to support the operation and maintenance of federal navigation channels.

Securing adequate federal funding has proven to be difficult in the current circumstance of available federal funding. While adequate funding has been provided for the 2026 federal fiscal year, the President's proposed budget for FY 2027 contains no funding for harbor dredging in our region. BEACON has supported full federal funding for all three harbor projects. Each individual harbor is on a separate dredging schedule, with Santa Barbara Harbor dredged twice a year, Ventura Harbor dredged once annually, and the Channel Islands Harbor Sand Trap and navigation channel dredged every other year.

In the most recent cycle, the dredging of Channel Islands Harbor had to be scheduled for 2025 and 2026. The dredging resumed in October 2025 through January 2026 because the dredge was only able to mover 885,000 cubic yards during the 24-25 dredging operation. An additional 1.6 million cubic yards were dredged from the CIH sand trap and placed on Hueneme Beach. The dredge will



return again in October 2026. Current plans include a return to biennial dredging, depending on available federal funding.

Harbor Representatives will review current available funding for FY 2026 as well as proposed future funding shortfalls starting in 2027. BEACON has provided support letters for full federal funding for local dredging



STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 4A

To: BEACON Board of Directors
From: Executive Director
Date: May 15, 2026

**Subject: Appointment of Brian Brennan as Special Projects
Volunteer Staff**

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>

RECOMMENDED ACTIONS:

- i. Receive a Staff Report on Special Projects Staff; and
- ii. Adopt Resolution 2026-1 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2027 (Exhibit I).

DISCUSSION:

Mr. Brennan possesses unique knowledge and understanding of the projects and has extensive experience working with project partners that is invaluable in successfully completing the projects. In order to continue BEACON implementation actions, BEACON staff require the assistance of Mr. Brennan.

For the past four years, Mr. Brennan has provided expert assistance to BEACON. Since 2021, Mr. Brennan has served as volunteer staff advisor to BEACON. For more than a decade, up until May 2020, Brian Brennan served as BEACON's Executive Director and was involved in several important continuing BEACON projects.

Mr. Brennan requires access to the full range of project communications. Without a formal appointment, however, Mr. Brennan does not have full access to BEACON project documents and internal communications. In order to be effective in providing assistance,

It is the desire of BEACON Executive Director to continue Mr. Brennan's involvement in certain BEACON projects to assist BEACON staff on essential project tasks for a period until June 30, 2027. BEACON executive staff is recommending the BEACON Board appoint Mr. Brennan as a Special Projects Staff (Exhibit 1).

ITEM 4A

EXHIBIT I

**Resolution 2026-1. BEACON Resolution Appointing Brian Brennan as Special
Projects Volunteer Staff**

RESOLUTION OF THE BEACH EROSION AUTHORITY
FOR CLEAN OCEANS AND NOURISHMENT
(BEACON)

APPOINTING BRIAN BRENNAN AS SPECIAL
PROJECTS PRO-BONO (VOLUNTEER) STAFF

RESOLUTION NO. 2026-1

WHEREAS the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) desires to define the relationship of Brian Brennan to the agency for assisting in project development and implementation of select projects;

WHEREAS BEACON is established under a joint powers agreement (JPA) executed by each of the incorporated cities and the counties;

WHEREAS BEACON is charged with developing and implementing regional sediment management, beach and coastal restoration projects (JPA § 3, 5.d., 5.e.; Bylaws, Art. 1, § 3.B.);

WHEREAS BEACON established the Beach Shoreline Sand Supply and Public Access Fund in 2014;

WHEREAS pursuant to Section 6502 of the Government Code, BEACON may jointly exercise any power common to its member agencies;

WHEREAS BEACON is authorized to engage knowledgeable staff to assist in the implementation of BEACON sediment management, coastal restoration, adaptation, and coastal access projects (Bylaws, Art. VII, § 1);

WHEREAS Brian Brennan has demonstrated specialized knowledge of BEACON projects and has extensive relationships with BEACON project partners which are invaluable in successfully implementing BEACON projects.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT BEACON appoints Brian Brennan as a Special Projects Volunteer Staff.

PASSED AND ADOPTED this 22nd day of May 2026 the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair
Beach Erosion Authority for Clean Oceans and Nourishment
BEACON

Date: _____

ATTEST:

Marc Beyeler, Executive Director

APPROVED AS TO FORM:
Rachel Van Mullem
Santa Barbara County Counsel



Senior Deputy County Counsel



A California Joint Powers Agency

Member Agencies

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

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Laura Capps
Roy Lee
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Vianey Lopez
Matt LaVere
County of Ventura

Executive Director
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Website:
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STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 4B

To: BEACON Board of Directors
From: Executive Director
Date: May 15, 2026

Subject: Project Updates

RECOMMENDED ACTION:

Receive a Staff Report on Projects.

DISCUSSION:

Sand Summit

On April 16, 2026, Beacon coordinated the 2026 Ventura Sand Summit, a remote information sharing and exchange opportunity held annually for the past six years. The Sand Summit brings together several dozen representatives of regional harbors, the US Army Corps of Engineers, the US Navy, local government decision-makers, community and environmental organizations, interested stakeholders, and members of the public.

Summit participants heard presentations from Santa Barabara Harbor, Ventura Harbor, Channel Islands Harbor, the US Army Corps of Engineers, Los Angeles District, and Naval Base Ventura County.

This year's Sand Summit also featured a presentation on Regional Shoreline Erosion of the Hueneme-Mugu coast by Dr. Jon Warrick from the Pacific Coastal and Marine Science Center of the United States Geological Survey (USGS). This part of the southern California is the most threatened from coastal erosion in the region. Dr. Warrick presented analysis from the historical and current data remote satellite data.

BEACON Science Advisory Committee 2026 Meeting

On Tuesday April 14th the BEACON Science Advisory Committee (SAC) met in Carpinteria City Council Chambers. The SAC was given a presentation on California's 2026 Coast and Ocean Assessment prepared by the California Ocean Science Trust on behalf of the California Ocean Protection Council. The presentation was given by Dr. Jill Harris, project lead. The Assessment is the first

in California to detail the condition of our coast and ocean resources across nearly 20 different assessment categories, including California’s sandy beaches. The

assessment was prepared by dozens of scientists and experts, including members of BEACON’s Science Advisory Committee. Information contained in the Assessment will inform BEACON’s own research activities over the next three to five years.

The SAC members also heard a report from BEACON’s science support staff regarding the draft 2026 Update to BEACON’s 2021 Science Research Agenda. The 2026 Update describes many research initiatives undertaken or supported by BEACON in the past five years, including BEACON’s Regional Coastal Adaptation Monitoring Program, RCAMP. SAC members were asked to review and comment on the draft update, which will be circulated first for public and stakeholder review and comment over the next couple of months, and further discussed at an upcoming manager-scientist meeting to be held in Fall/Winter 2026. BEACON staff welcome stakeholder and public review and comment of the draft.



STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: May 15, 2026

Subject: BEACON Resolution for ASBPA

RECOMMENDED ACTION:

Adopt Resolution 2026-2, congratulating the American Shore and Beach Preservation Association (ASBPA) for 100 years of the best beach and coastal science and policy (Exhibit I).

DISCUSSION:

The American Shore and Beach Preservation Association (ASBPA) was founded in 1926 by individuals who recognized the need for an organized effort to combat erosion, a serious problem in many coastal areas. Experience had shown that long stretches of shore were affected, making protective efforts by individual property owners or small communities futile. The expertise required to design comprehensive programs of protection was lacking.

The founding members of the Association were active in persuading the Congress to enact legislation authorizing Federal sharing of the cost, first of erosion studies of specific problem areas and, later, of specific projects. Then, as now, this required data collection, research on coastal processes, and the development and the use of analytical techniques and hydraulic models (and, today, numerical models as well).

BEACON is a member of both the national ASBPA and California Chapter, CSBPA, and BEACON staff participate and contribute regularly at their annual conferences. The ASBPA and CSBPA provide a vital role in terms of lobbying, as well as policy and technical collaboration regarding coastal issues.

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

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Website:
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ITEM 5A

EXHIBIT I

Resolution 2026-2. BEACON Resolution Congratulating the American Shoreline and Beach Preservation Association (ASBPA) for 100 Years

RESOLUTION OF THE BEACH EROSION AUTHORITY
FOR CLEAN OCEANS AND NOURISHMENT
(BEACON)

COMMEMORATING THE 100TH ANNIVERSARY
OF THE AMERICAN SHORE & BEACH
PRESERVATION ASSOCIATION

RESOLUTION NO. 2026-2

WHEREAS, 2026 marks the 100th Anniversary of the American Shore & Beach Preservation Association (ASBPA), which has advanced coastal restoration and protection for a century, fostering collaboration among scientists, policymakers, and communities; and

WHEREAS, the preservation of shores and beaches remains vital for community safety, economic strength, ecological health, and recreation, as it was at ASBPA's founding; and

WHEREAS, BEACON has benefited from ASBPA's leadership in translating science into policy and advocating for resilient coasts; and

WHEREAS, BEACON seeks to continue working with ASBPA to address future coastal challenges.

NOW, THEREFORE, BE IT RESOLVED, BEACON commends ASBPA for a century of leadership and reaffirms its founding purpose: to promote the well-being of the nation through careful stewardship of coasts and shores. BEACON celebrates ASBPA's Centennial and renews our commitment to collaborative coastal preservation for current and future generations.

PASSED AND ADOPTED this 22nd day of May 2026 the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair
Beach Erosion Authority for Clean Oceans and Nourishment
BEACON

Date: _____

ATTEST:

Marc Beyeler, Executive Director

APPROVED AS TO FORM:
Rachel Van Mullem
Santa Barbara County Counsel

Senior Deputy County Counsel
Counsel for BEACON



A California Joint Powers Agency

Member Agencies

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STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: May 14, 2026

Subject: Board Member Reports

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



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama, Vice-Chair
City of Port Hueneme

Doug Halter
City of San Buenaventura

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STAFF REPORT

Meeting Date: May 22, 2026
Agenda Item: 5C

To: BEACON Board of Directors
From: Executive Director
Date: May 15, 2026

Subject: BEACON Budget and Financial Actions

RECOMMENDATIONS:

- i. Approve Budget Modification:
Increase Travel \$5,000
Decrease Contingency \$5,000;
- ii. Adopt an increase to voting member assessments (membership dues) by up to 15% for Fiscal Year 2026-2027 to provide up to an additional \$59,694 in revenue. (Exhibit I) **(Requires unanimous approval (10/10 vote))**;
- iii. Upon approval of member assessments, review and approve the Recommended Fiscal Year 2026-2027 Budget (Exhibit II); and
- iv. Adopt the Budget Resolution 2026-2 (Exhibit III).

DISCUSSION:

Each year the BEACON Board of Directors (“Board”) adopts the annual BEACON budget, focused on the operations budget, supported by the annual dues assessments. The operations budget is exclusively funded out of annual member dues. The Board is being asked to approve a minor budget modification for the current year budget to support staff travel to BEACON meetings, workshops, and conferences.

As part of the annual operations budgeting BEACON staff present a recommendation to the BEACON Board regarding yearly member dues. In January 2026, the Board directed staff to present a range of dues and budget options. This year, BEACON staff are recommending that the Board again consider a range of dues increase to support increased funding for professional services and to support investments in Information Technology and Communications, administrative management, and project planning, including feasibility analysis, and design and engineering (Exhibit I).

BEACON staff have prepared the attached proposed budget options for the FY 2026-27 (Exhibit II). Four budget options are included for review, including no dues increase, as well as five, ten, and fifteen percent increases in BEACON’s dues



schedule. The staff is recommending the Board adopt up to the fifteen percent increase. The staff recommendation would allow the agency to continue to steadily and modestly increase its operational budget and its support for essential professional services and program operations.

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

Every year upon adoption of the annual BEACON Budget, the BEACON Board adopts a Budget Resolution which sets out certain delegations to the Executive Director and to the Ventura County Auditor Controller's office, acting as Beacon's fiscal agent. Consistent with the adopted Budget Resolution, the Executive Director and the Auditor-Controller's office can make certain budget adjustments in order to address real time budget and financial requirements. BEACON staff recommend that the Board adopt the proposed Budget Resolution (Exhibit III).

- Exhibit I. Proposed Dues Options FY 2026-27
- Exhibit II. Proposed Budget Options FY 26-27
- Exhibit III. Budget Resolution FY 2026-27

ITEM 5C

EXHIBIT I

BEACON FY26-27 Membership Dues Options

Fiscal Year 2026-2027
BEACON Proposed Membership Dues

Entity	Fiscal Year	CPI Increase	Fiscal Year	Board Approved Increase	Fiscal Year	Option 1	Proposed Fiscal Year
	2023-2024	3.00%	2024-2025	15.00%	2025-2026	No Increase	2026-2027
County of Ventura	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 8,651.00	\$ 66,323.00	\$ -	\$ 66,323.00
County of Santa Barbara	55,992.00	\$ 1,680.00	57,672.00	\$ 8,651.00	66,323.00	\$ -	\$ 66,323.00
City of Santa Barbara	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ -	\$ 55,270.00
City of Oxnard	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ -	\$ 55,270.00
City of Buenaventura	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ -	\$ 55,270.00
City of Carpinteria	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ -	\$ 33,168.00
City of Port Hueneme	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ -	\$ 33,168.00
City of Goleta	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ -	\$ 33,168.00
	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 51,907.00	\$ 397,960.00	\$ -	\$ 397,960.00

Entity	Fiscal Year	CPI Increase	Fiscal Year	Board Approved Increase	Fiscal Year	Option 2	Proposed Fiscal Year
	2023-2024	3.00%	2024-2025	15.00%	2025-2026	5.00%	2026-2027
County of Ventura	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 8,651.00	\$ 66,323.00	\$ 3,316.00	\$ 69,639.00
County of Santa Barbara	55,992.00	\$ 1,680.00	57,672.00	\$ 8,651.00	66,323.00	\$ 3,316.00	\$ 69,639.00
City of Santa Barbara	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 2,764.00	\$ 58,034.00
City of Oxnard	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 2,764.00	\$ 58,034.00
City of Buenaventura	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 2,764.00	\$ 58,034.00
City of Carpinteria	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 1,658.00	\$ 34,826.00
City of Port Hueneme	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 1,658.00	\$ 34,826.00
City of Goleta	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 1,658.00	\$ 34,826.00
	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 51,907.00	\$ 397,960.00	\$ 19,898.00	\$ 417,858.00

Entity	Fiscal Year	CPI Increase	Fiscal Year	Board Approved Increase	Fiscal Year	Option 3	Proposed Fiscal Year
	2023-2024	3.00%	2024-2025	15.00%	2025-2026	10.00%	2026-2027
County of Ventura	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 8,651.00	\$ 66,323.00	\$ 6,632.00	\$ 72,955.00
County of Santa Barbara	55,992.00	\$ 1,680.00	57,672.00	\$ 8,651.00	66,323.00	\$ 6,632.00	\$ 72,955.00
City of Santa Barbara	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 5,527.00	\$ 60,797.00
City of Oxnard	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 5,527.00	\$ 60,797.00
City of Buenaventura	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 5,527.00	\$ 60,797.00
City of Carpinteria	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 3,317.00	\$ 36,485.00
City of Port Hueneme	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 3,317.00	\$ 36,485.00
City of Goleta	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 3,317.00	\$ 36,485.00
	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 51,907.00	\$ 397,960.00	\$ 39,796.00	\$ 437,756.00

Entity	Fiscal Year	CPI Increase	Fiscal Year	Board Approved Increase	Fiscal Year	Option 4	Proposed Fiscal Year
	2023-2024	3.00%	2024-2025	15.00%	2025-2026	15.00%	2026-2027
County of Ventura	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00	\$ 8,651.00	\$ 66,323.00	\$ 9,948.00	\$ 76,271.00
County of Santa Barbara	55,992.00	\$ 1,680.00	57,672.00	\$ 8,651.00	66,323.00	\$ 9,948.00	\$ 76,271.00
City of Santa Barbara	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 8,291.00	\$ 63,561.00
City of Oxnard	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 8,291.00	\$ 63,561.00
City of Buenaventura	46,661.00	\$ 1,400.00	48,061.00	\$ 7,209.00	55,270.00	\$ 8,291.00	\$ 63,561.00
City of Carpinteria	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 4,975.00	\$ 38,143.00
City of Port Hueneme	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 4,975.00	\$ 38,143.00
City of Goleta	28,002.00	\$ 840.00	28,842.00	\$ 4,326.00	33,168.00	\$ 4,975.00	\$ 38,143.00
	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00	\$ 51,907.00	\$ 397,960.00	\$ 59,694.00	\$ 457,654.00

ITEM 5C

EXHIBIT II

BEACON FY26-27 Budget

PROPOSED BEACON OPERATING BUDGET FOR FY 2026-27

Fund 0025	Division/Unit Code	Account Code	FY 2022-23 Actual-Audited Financials	FY 2023-24 Actual-Audited Financials	FY 2024-25 Actual - Unaudited Financials	FY 2025-26 Adopted Budget	FY 2026-27 Proposed Budget Option 1	FY 2026-27 Proposed Budget Option 2	FY 2026-27 Proposed Budget Option 3	FY 2026-27 Proposed Budget Option 4
							No Dues Increase	5% Dues Increase	10% Dues Increase	15% Dues Increase
Additional Dues							\$0	\$19,898	\$39,796	\$59,694
FINANCING SOURCES										
Appropriation of Fund Balance							-	-	-	-
Revenue										
Operating Revenue:										
Investment Income	5665	8911	10,483	23,485	20,984	14,374	19,888	19,888	19,888	19,888
Membership Dues	5665	9371	319,670	335,973	346,053	397,960	397,960	417,858	437,756	457,654
Contributions and Donations	5665	9770	2,936	17,750	10,000	-	-	-	-	-
Miscellaneous Revenue	5665	9790	-	-	(377)	-	-	-	-	-
Subtotal - Operating Revenue:			333,089	377,208	376,660	412,334	417,848	437,746	457,644	477,542
Grant and Project Revenue:										
Grant Funding (OPC Grant for Debris Basin Modification Project)	5668	9252	7,585	-	504,017	-	-	-	-	-
Grant Funding (OPC grant- RSM/SLR Adaptation)	5668	9252	169,489	18,712	102,482	-	-	-	-	-
Grant Funding (California Coastal Commission Grant-RCAMP)(City of Santa Barbara)	5668	9252	43,452	194,605	16,239	-	-	-	-	-
Grant Funding (RSSL-Integrating Regional Sediment Mgmt. & Sea Level Rise)	5668	9252	-	9,539	35,438	-	-	-	-	-
Grant Funding (The Bay Foundation-Coastal Access & Beach Visitor Data)	5668	9780	-	-	111,375	-	-	-	-	-
Grant Funding (BeachSMART)	5668	9252	-	-	-	-	-	-	-	-
Subtotal - Grant and Project Revenue:			220,526	222,856	769,550	-	-	-	-	-
Total - Revenue:			553,615	600,064	1,146,210	412,334	417,848	437,746	457,644	477,542
TOTAL FINANCING SOURCES			553,615	600,064	1,146,210	412,334	417,848	437,746	457,644	477,542
EXPENDITURES										
Operating Expenses (Overhead):										
Communication & Outreach	5665	2031	-	638	1,483	10,000	10,000	15,000	20,000	20,000
Insurance	5665	2072	5,023	5,471	5,801	6,500	6,500	6,500	6,500	6,500
Memberships and Dues	5665	2131	687	788	-	2,500	3,000	3,000	3,000	3,000
Miscellaneous Expense	5665	2159	3,370	189	7,059	5,000	9,000	9,000	8,000	6,000
Technical Services	5665	2183	116,056	83,566	129,271	145,000	167,000	167,000	183,000	205,000
Attorney Services	5665	2185	12,804	12,435	12,210	15,500	15,500	15,500	15,500	15,500
Professional & Specialized Services	5665	2199	133,601	123,736	191,110	198,544	191,000	191,000	191,000	191,000
Training and Education: Conferences, Workshops, and Seminars	5665	2273	3,340	13,772	4,383	15,000	10,000	15,000	15,000	15,000
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292	1,285	799	999	5,000	5,000	5,000	5,000	5,000
Subtotal - Operating Expenses:			276,166	241,394	352,315	403,044	417,000	427,000	447,000	467,000
Grant Funding Expenditures:										
Grant - OPC (Debris Basin Removal Proj.)			5668	2183	-	498,890	-	-	-	-
Grant - OPC (Surfer's Point Proj.)			5668	2183	-	-	-	-	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199	-	17,750	-	-	-	12,000	-	-
Engineering & Technical Surveys - CABV-SMBR	5668	2183	-	-	-	-	-	137,872	-	-
The Bay Foundation-Coastal Access & Beach Visitor Data (CABV)			-	17,750	149,872	-	-	-	-	-
Engineering & Technical Surveys - CCMF-RCAM-Cooperative City of Santa Barbara	5668	2183	-	174,355	21,354	-	-	-	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199	43,452	20,000	12,000	-	-	-	-	-
California Coastal Commission-Cooperative City of Santa Barbara (RCAM)			43,452	194,355	33,354	-	-	-	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199	26,000	19,250	6,000	-	-	-	-	-
Engineering & Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183	114,868	38,871	70,549	-	-	-	-	-
OPC Grant - RSM/SLR Adaptation (RSMP)			140,868	58,121	76,549	-	-	-	-	-
Engineering & Technical Surveys - State Coastal Conservancy-RSSL	5668	2183	-	10,041	39,957	-	-	-	-	-
State Coastal Conservancy-Integrating Regional Sediment Management & Sea (RSSL)	5668	2183	-	10,041	39,957	-	-	-	-	-
Subtotal - Grant Funding Expenditures:			184,320	280,267	798,623	-	-	-	-	-
Contingencies:										
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101	-	-	-	9,290	-	-	-	-
Subtotal - Contingencies:			-	-	-	9,290	-	-	-	-
TOTAL EXPENDITURES			460,486	521,661	1,150,938	412,334	417,000	427,000	447,000	467,000
Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]			93,129	78,403	(4,728)	(0)	848	10,746	10,644	10,542
Fund 0025 - Beginning Fund Balance			\$ 216,124	\$ 309,253	\$ 387,656	-	-	-	-	-
Fund 0025 - Ending Fund Balance			\$ 309,253	\$ 387,656	-	-	-	-	-	-

ITEM 5C

EXHIBT III

Resolution 2026-3. BEACON Budget Resolution for FY 26-27

**RESOLUTION OF THE
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
(BEACON)**

ADOPTING THE BUDGET FOR FISCAL YEAR
(FY) 2026-2027 AND DELEGATION OF
AUTHORITY TO THE AUDITOR-CONTROLLER
AND EXECUTIVE DIRECTOR TO TAKE
DESCRIBED ACTIONS ON THE FY 2026-27
ADOPTED BUDGET

RESOLUTION NO. 2026-3

WHEREAS, BEACON is established under a joint powers agreement (JPA) executed by each of the counties and incorporated cities;

WHEREAS, pursuant to Section 6502 of the Government Code, BEACON may jointly exercise any power common to its member agencies;

WHEREAS BEACON is authorized to adopt rules as may be required for the orderly operation of the organization (JPA § 5.f; Bylaws Art. II § 2.G);

WHEREAS, the BEACON Board of Directors (Board) adopts an annual budget in order to fund its programs;

WHEREAS, on January 23, 2026, at its regularly scheduled meeting, the Board held a public hearing and accepted public testimony on the Recommended FY 2026-2027 Budget;

WHEREAS, on May 22, 2026, at its regularly scheduled meeting, BEACON held a second public hearing and accepted public testimony on the Recommended FY 2026-2027 Budget;

WHEREAS, the May 22, 2026 public hearing on the Recommended FY 2026-2027 Budget has now been closed;

WHEREAS, the Board deliberated on and reviewed the Recommended FY 2026-2027 Budget with regard to revisions of, deductions from, or increases or additions to the Recommended Budget with each such revision, addition, or deletion having been provided to the Board in writing prior to the close of the May 22, 2026 public hearing;

WHEREAS, the Board finds that the Recommended FY 2026-2027 Budget supports BEACON's programs and supplies it with sufficient resources necessary to fulfill its duties and obligations;

WHEREAS, pursuant the JPA section 15, the Ventura County Auditor-Controller, a Member Agency, is the designated Auditor-Controller for BEACON;

WHEREAS, BEACON has developed specific duties for its Executive Director, including financial planning and budgeting, and is authorized to engage knowledgeable staff to assist in the implementation of BEACON's objectives (Bylaws, Art. VII, § 1);

WHEREAS, the FY 2026-2027 Adopted Budget for Fund O025 includes Unit 5665 Operations and Unit 5668 Grants and Capital Projects;

WHEREAS, the BEACON Board only meets every other month;

WHEREAS, to ease the administrative burden and to prevent delays the BEACON Board wishes to delegate authority to the Ventura County Auditor-Controller to take the actions described herein;

WHEREAS, to ease the administrative burden and to prevent delays the BEACON Board wishes to delegate authority to the Executive Director to take the actions described herein, upon review and approval by the Ventura County Auditor-Controller;

WHEREAS, to retain adequate safeguards the BEACON Board wishes to restrict the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to FY 2026-2027 Adopted Budget; and

WHEREAS, to retain adequate safeguards the BEACON Board wishes to direct the Executive Director and/or the Auditor-Controller to update the Board at BEACON's next regularly scheduled meeting following such actions taken as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BEACON BOARD OF DIRECTORS that the Board of Directors adopts the Recommended FY 2026-2027 Budget as submitted on May 22, 2026, together with any revisions, deductions, increases, or additions as specified in the deliberations and motions of the Board thereon and as set forth in the budget detail information in the record and made a part hereof, as the FY 2026-2027 Adopted Budget for BEACON;

BE IT FURTHER RESOLVED, the Board delegates to the Executive Director of BEACON the authority to use the budgeted funds for their intended purpose or to make budget adjustments within the parameters set forth below, when deemed reasonably necessary;

BE IT FURTHER RESOLVED:

1. That the County Auditor-Controller is authorized, with the approval of the Executive Director, to make adjustments to the FY 2026-2027 Adopted Budget Fund O025 fund balance, if the Fiscal Year 2025-26 actual year-end closing figures for BEACON's Fund O025 differ from the Fiscal Year 2025-26 Final Budget, as follows:

- A. If the available revenue exceeds the funding requirements for BEACON's Operating Fund, then the surplus revenue shall be applied to the Unassigned Fund Balance; or
 - B. If the funding requirements for the Operating Fund exceed available revenue, then the Contingency Appropriation shall be reduced to balance the Operating Fund.
2. That the County Auditor-Controller is authorized, with the approval of the BEACON Executive Director, to make the appropriate entries to the Grants and Capital Projects budget (Unit 5668) for ongoing grant programs and capital projects that have not been re-budgeted. The prior-year's unencumbered appropriations and corresponding revenues may be reestablished for the specific grants and capital projects;
 3. That the Ventura County Auditor-Controller is authorized to make the necessary adjustments to the FY 2026-2027 Adopted Budget for any budget unit so as to reflect the acquisition of fixed assets within the appropriate budget unit and to properly classify projects between fixed assets and maintenance;
 4. That the Executive Director is authorized, with the approval of the Auditor-Controller, to transfer appropriations between object levels within BEACON's Operating Unit 5665 or Grant and Capital project Unit 5668;
 5. That when the Executive Director and the Auditor-Controller determine that there has been a clerical error, the Auditor-Controller is authorized to make the necessary budget adjustments accordingly.

BE IT FURTHER RESOLVED THAT to ease the administrative burden and to prevent delays the BEACON Board delegates authority to the Ventura County Auditor-Controller to take the actions described herein;

BE IT FURTHER RESOLVED THAT to ease the administrative burden and to prevent delays the BEACON Board delegates authority to the Executive Director to take the actions described herein, upon review and approval by the Ventura County Auditor-Controller;

BE IT FURTHER RESOLVED THAT to retain adequate safeguards the BEACON Board restricts the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to the FY 2026-2027 Adopted Budget; and

BE IT FURTHER RESOLVED THAT to retain adequate safeguards the BEACON Board

wishes to direct the Executive Director and/or the Auditor-Controller to update the Board at BEACON's next regularly scheduled meeting following such actions taken as described herein.

PASSED AND ADOPTED this 22nd day of May 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:



Marc Beyeler, Executive Director

Chair,
Beach Erosion Authority for Clean
Oceans and Nourishment
BEACON

Date: _____

APPROVED AS TO FORM:
Jeffery S. Burgh
Ventura County Auditor-Controller

APPROVED AS TO FORM:
Rachel Van Mullem
Santa Barbara County Counsel

By: _____
Auditor-Controller for BEACON

By: 

Senior Deputy County Counsel
Counsel for BEACON



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama, 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: May 22, 2026
Agenda Item: 5D

To: BEACON Board of Directors
From: Executive Director
Date: May 15, 2026

Subject: Professional and Technical Services Contracts and Agreements

RECOMMENDED ACTIONS:

- i. 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, 2026, to June 30, 2027, in an amount not to exceed \$55,000. (Attachment I).
- ii. 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, 2026, to June 30, 2027, in an amount not to exceed \$15,000 (Attachment II).
- iii. 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, 2026, to June 30, 2027, in an amount not to exceed \$20,000 (Attachment III).
- iv. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, focusing on assisting BEACON in implementing its Science Research Agenda and in assisting the Executive Director in coordinating Professional Science Advisory Committee (SAC) activities, in an amount not to exceed \$25,000 with a period of performance from July 1, 2026 to June 30, 2027 (Attachment IV).
- v. 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, 2026, to June 30, 2027, in an amount not to exceed \$10,000 (Attachment V).
- vi. 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, 2026, to June 30, 2027, in an amount not to exceed \$6,000 (Attachment VI).



- vii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with Dorothy Horn to provide professional data and Geographic Information Systems (GIS) professional services extending the period of performance from by six months with a revised end date of December 31, 2026, with no change in the amount not to exceed \$22,000 (Attachment VII).
- viii. Approve and authorize the Chair to execute an Agreement with Matunuck Research Group LLC for the services of Nathaniel Merrill to assist BEACON staff in developing data and methods to analyze local beach use with a period of performance from July 1, 2026, to December 31, 2026, for a total amount not to exceed \$25,000 (Attachment VIII).
- ix. Approve and authorize the Chair to execute an Agreement with Surfline/Wavetrak Incorporated (SCI) to assist Beacon in collecting and analyzing beach and shoreline camera data, including Shoreline position and beach geomorphology for one or more beaches for a period of performance from June 1, 2026 to June 1, 2027, for a total amount not to exceed \$25,000 (Attachment IX).
- x. Approve and authorize the Executive Director to execute an Agreement, similar to the attached, with a Independent Contractor, to be determined, to provide administrative and grants management services to BEACON in an amount not to exceed \$25,000 with a period of performance from July 1, 2026, to June 30, 2027, upon legal review and approval. (Attachment X).

DISCUSSION:

Operational Professional and Technical Services Agreements

BEACON supports its operational needs through a series of annual contracts and agreements for specialist services. BEACON staff is recommending that the Board approve a set of contracts and agreements that support the annual operations of BEACON. All BEACON organizational staff and professional services are carried out by independent contractors through consultant agreements, 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, Program Manager, and essential specialist professional services, including a Public Information Specialist, a Science Specialist, agreements with Ventura County and Santa Barbara County, and an agreement for environmental technical services with California State University Channel Islands. BEACON staff are recommending the Board enter into these multiple agreements to support organizational and program activities and to provide essential administrative, budget, financial, legal support, and program services for the coming year (Exhibit 1: Beacon Organization). Staff are also pursuing a new independent contractor agreement with an Administrative and Grants Specialist. Staff have not finalized selection of the contractor, and requests that the Board authorize the Executive Director to approve the agreement once selection is finalized, upon review and approval by counsel.



Program and Project Professional and Technical Services Contracts

In addition to the operational services agreements, BEACON engages with other specialists to support its project and program activities, including research, planning, development, and implementation activities. BEACON is currently involved in projects to address improvements in beach access planning, regional monitoring, ecological assessment, and expanded regional sediment management to support regional sandy beaches.

Coastal and Beach Access Research Program: BEACON is supporting multiple activities addressing coastal and beach access, including research and program planning using its own funds and funding from others. One of BEACON’s important activities is developing current data on beach use and coastal access. BEACON is assisted in developing coastal access data by Mr. Nathaniel Merrill of Matunuck Research. Formerly, Mr. Merrill was employed by the US EPA assigned to help BEACON with these efforts. Upon his discharge from federal service, BEACON engaged Mr. Merrill to continue to assist BEACON with these research and program planning efforts.

The other service contract is for a pilot demonstration project for real-time observation camera(s) at one or two local area beaches, Ventura Surfers Point and Carpinteria City Beach. The cameras will record shoreline physical conditions, including shoreline position and sand and beach morphology. The cameras can also record beach use, both in the water and in the adjacent coast. The purpose of the pilot is to document what coastal and beach access information can be obtained and how best the results can be used by local BEACON member agencies and collaborating agencies to improve beach management. The experience, needed resources, and resulting data and findings will be shared with regional agency managers and decision-makers. The information from SCI is strictly limited by the purchase agreement/order form, but the derived data and products to be released to BEACON in staff’s opinion are very likely to be valuable additions to existing coastal and beach access datasets available to BEACON. The agreement contains terms allowing SCI to publicize its work with BEACON. Staff believe this to be an acceptable term in the agreement with SCI.

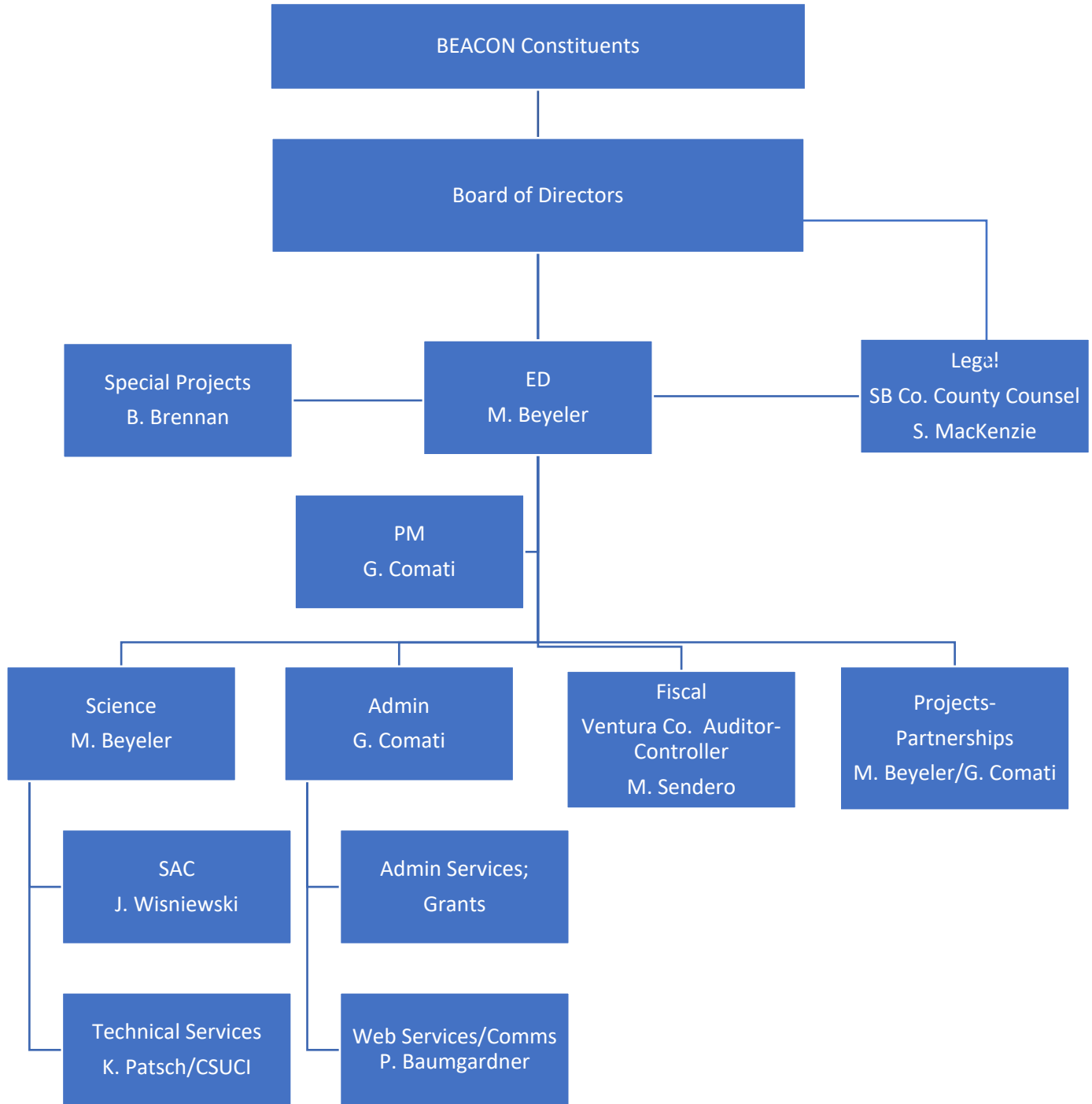
Exhibit 1	BEACON Organization Chart
Attachment I	FY2627 Agreement with COM3 Consulting – Program Management
Attachment II	FY2627 Agreement with Santa Barbara County – Legal Services
Attachment III	FY2627 Agreement with Ventura County – Accounting Services
Attachment IV	FY2627 Agreement with Jenna Wisniewski – Science Support Services
Attachment V	FY2627 Agreement with CSUCI – Research and Technical Support
Attachment VI	FY2627 Agreement with Pam Baumgardner – Webmaster and Social Media
Attachment VII	Amendment 1 to Agreement with Dr. Dorothy Horn – GIS Services
Attachment VIII	Agreement with Matunuck Research Group – Cell Phone Use Study
Attachment IX	Agreement with SCI – Shoreline Camera Data Collection
Attachment X	FY2627 Agreement with Independent Contractor, TBD – Administration

ITEM 5D

EXHIBIT I

BEACON Organization Chart

BEACON Organizational and Program Structure 2026



ITEM 5D

ATTACHMENT I

**Agreement with Gerald Comati/COM3 Consulting to Provide Program and
Project Management Services FY 26-27**

Agreement Between

COM3 Consulting Inc.

and

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND
NOURISHMENT
(BEACON)**

for

**Project Management Services
FY 2026-2027**



THIS AGREEMENT, made and entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and COM3 Consulting Inc., a California Corporation, hereinafter referred to as CONSULTANT. The purpose of this Agreement is to engage CONSULTANT to render professional and technical services for project management assistance to the BEACON in the implementation of beach enhancement projects during Fiscal Year 2026-2027.

NOW THEREFORE: the parties hereto do mutually agree as follows:

I. Agreement Organization and Content

This Agreement is fully comprised of these terms and the attached appendices: Appendix "A", Scope of Services; and Appendix "B", Compensation.

II. Services to be Performed by CONSULTANT

CONSULTANT agrees to perform and execute for the benefit of the BEACON the tasks, duties and responsibilities hereinafter referred to as Services and described in Appendix "A", Scope of Services.

III. Term of Agreement

CONSULTANT shall begin performance of the Services on July 1, 2026 and shall complete the Services on June 30, 2027. The term of the Agreement may be extended by Amendment to this Agreement.

IV. Compensation

For the performance of the Services, the BEACON agrees to pay CONSULTANT in the manner and at the times specified, the compensation set forth in Appendix "B", Compensation.

Total compensation and cost reimbursements paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$55,000.

V. Assignment and Subcontracting

None of the services covered by this Agreement shall be assigned or subcontracted by CONSULTANT without the prior written approval of the BEACON.

VI. Changes to Agreement

No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

BEACON may request, at any time, amendments to this Agreement and will notify the CONSULTANT in writing regarding changes. Upon a minimum of ten (10) days notice, the CONSULTANT shall determine the impact on both time and compensation of such changes and notify BEACON in writing. Upon agreement between BEACON and the CONSULTANT as to the extent of these impacts on time and compensation, an amendment to this agreement shall be prepared describing such changes. Such amendment shall be valid effective the date of final written approval by BEACON and the CONSULTANT or as otherwise designated in the amendment.

VII. Staffing

CONSULTANT represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONSULTANT specifies that Gerald Comati shall serve as Project Principal.

VIII. Termination of Agreement for Convenience

BEACON may terminate this Agreement at any time by giving notice to the CONSULTANT of such termination, and the effective termination date, at least thirty (30) days before the effective date of such

termination. In such event, all finished or unfinished documents and other materials shall, at the option of BEACON, become its property. If this Agreement is terminated by BEACON, as provided herein, the CONSULTANT shall be reimbursed for expenses incurred and receive compensation earned prior to the termination date in accordance with the payment structure set forth in Appendix "B".

IX. Termination of Agreement for Cause

If through any cause the CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the CONSULTANT violates any of the covenants, terms, or stipulations of this Agreement, BEACON shall thereupon have the right to terminate the Agreement by giving not less than ten (10) days written notice to the CONSULTANT of the intent to terminate and specifying the effective date thereof. BEACON shall provide an opportunity for consultation with the CONSULTANT prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and other materials prepared by the CONSULTANT under this Agreement shall, at the option of BEACON, become BEACON'S property, and the CONSULTANT shall be reimbursed for expenses incurred prior to the termination date, without compensation in accordance with the cost provisions of this Agreement.

X. Responsibility of CONSULTANT

All services performed by the CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and local statutes, rules, and regulations.

CONSULTANT agrees to remedy at its expense any professional services which are deficient because of its failure to perform said services in accordance with the standards imposed by law upon professional consultants performing services of a similar nature. Within thirty (30) days after discovery, but in no event later than one (1) year from the completion of the services, either party must report in writing said deficiencies.

Notwithstanding the provisions of Section XI, CONSULTANT'S liability to BEACON from any cause or combination of causes arising out of, or in connection with, this Agreement, shall not exceed in the aggregate the insurance limits procured by CONSULTANT under this Agreement and BEACON releases CONSULTANT from any liability in excess thereof. The foregoing aggregate limitation shall not include CONSULTANT'S responsibilities with respect to indemnities to BEACON under Section XI for personal injury or property damage incurred by third parties.

XI. Indemnity

CONSULTANT 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. CONSULTANT'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.

XII. Insurance

CONSULTANT shall procure and maintain the following required insurance coverage during the performance of this Agreement:

- A. 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, unless CONSULTANT has completed a “Declaration Regarding California Workers’ Compensation” which is attached hereto and incorporated by this reference.

- B. General and Automobile Liability Insurance with insurance company or companies acceptable to BEACON. General Liability Insurance shall include personal injury liability with employee exclusion deleted and shall afford coverage for all premises and operations of the CONSULTANT and/or agents or subcontractors of CONSULTANT. Automobile Liability Insurance shall cover all non-owned motor vehicles, which are operated on behalf of CONSULTANT pursuant to activities hereunder. BEACON, its officers, employees and agents shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability insurance shall be at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per person and aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if BEACON has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only. Current certificates for required insurance shall be maintained at all times during performance of this Agreement in BEACON office as a condition precedent to payment by BEACON under this Agreement. Failure to comply with the insurance requirements shall place CONSULTANT in default. Upon request by BEACON, CONSULTANT shall provide certified copies of any insurance policies to BEACON within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by BEACON.

XIII. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder, except the payment of money, to the extent that the performance of any such obligation is prevented or delayed by any cause existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. BEACON shall retain the right to terminate this Agreement if completion of services by CONSULTANT is delayed more than thirty (30) days due to any such cause.

XIV. Equal Employment Opportunity and Nondiscrimination

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

- A. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin or physical handicap in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Code of Federal Regulations, Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the regulations.

- C. Solicitations for Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or physical handicap.
- D. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
 2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- F. Incorporation of Provisions: The CONSULTANT shall include the provisions of Paragraphs (A) through (F) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as BEACON may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request BEACON to enter into such litigation to protect the interests of BEACON, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XV. Records, Audits, and Review

CONSULTANT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT'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 CONSULTANT'S regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONSULTANT 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). CONSULTANT shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

XVI. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the following:

To BEACON: Beach Erosion Authority for Clean Oceans and Nourishment
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009-1540
Attn: Marc Beyeler, Executive Director

To CONSULTANT: COM3 Consulting Inc.
1943 Grand Avenue Street
Santa Barbara, CA 93103
Attn: Gerald Comati P.E., President

XVII. Severability

In the event that any of the provisions, or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, BEACON and CONSULTANT shall negotiate an equitable adjustment in the provisions of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

XVIII. Ownership of Drawings and Data

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. CONSULTANT shall not release any of such items to other parties except after prior written approval of BEACON.

XIV. Fee Retention

BEACON reserves the right to retain ten percent (10%) of that portion of compensation invoiced to BEACON by CONSULTANT that is to be reimbursed through a grant awarded to BEACON. Any retention withheld by BEACON will be released to CONSULTANT upon release of grant funding by the Grant source.

XX. Independent Consultant

It is mutually understood and agreed that CONSULTANT (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 CONSULTANT shall perform its work and function. However, BEACON shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT 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. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONSULTANT shall be solely responsible and save BEACON harmless from all matters relating to payment of CONSULTANT's employees, including compliance with Social Security withholding and all other regulations governing such matters.

XXI. 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.

XXII. Headings

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

XXIII. 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.

XXIV. Compliance with Law

CONSULTANT 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 CONSULTANT in any action or proceeding against CONSULTANT, whether BEACON is a party thereto or not, that CONSULTANT has violated any such ordinance or statute, shall be conclusive of that fact as between CONSULTANT and BEACON.

XXV. 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.

XXVI. 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.

XXVII. Conflict Of Interest.

CONSULTANT warrants by the execution of this Agreement that CONSULTANT maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONSULTANT further agrees that during the term of this Agreement, CONSULTANT 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 CONSULTANT may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

(signatures on following page.)

IN WITNESS WHEREOF, BEACON and the CONSULTANT have executed this agreement.

CONSULTANT

BEACON

By: _____
Name: Gerald Comati
Title: President, COM3 Consulting Inc.
Date: May 22, 2026

By: _____
Name: Eric Friedman
Title: Chair, BEACON
Date: May 22, 2026

ATTEST:

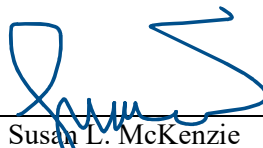
By: _____
Name: Gerald Comati
Title: Financial Officer, COM3 Consulting
Inc.
Date: May 22, 2026

By: _____
Name: Marc Beyeler
Title: Executive Director
Date: May 22, 2026

Approved as to Form:

Rachel Van Mullem

County Counsel

By: 

Susan L. McKenzie
Senior Deputy County Counsel,
Counsel for BEACON

Appendix "A" Scope of Services

The CONSULTANT shall undertake any one or more of the following specialized services:

1. Program and Project Management

- a. Coordination with Administrative and Grants Specialist.
- b. Manage BEACON Program projects as assigned by the Executive Director.
- c. As requested, develop/maintain Project Status Reports for all projects with which BEACON is involved.
- d. BEACON lead for the Santa Barbara County beach SMART Project.
- e. Coordination with the Goleta Bay Kelp Anchor Demonstration Project team.
- f. Support of development of a Regional Sediment Management Program and associated grant applications.
- g. Support the Executive Director with preparing an Amendment to BEACON CRSMP to address SLR and Climate Change.
- h. Pursue regional initiatives to enhance coastal sediment as assigned by the Executive Director.

2. Executive and Board Support

- a. Coordinate with the Administrative and Grants Specialist.
- b. Finalize Board Agenda Packages and release Agenda Packages to Board, staff and interested parties.
- c. Prepare Board Meeting Minutes.
- d. Report to BEACON Board on status of projects and project issues as required.
- e. Interface with Executive Director as it relates to on-going operations of BEACON.
- f. Assist Executive Director and other management team members regarding community out-reach efforts.
- g. Coordination with other agencies and entities to support coastal projects, studies and initiatives within the region.

3. Grants and Contracts Management

Budgeting

- a. Assist the Executive Director and Auditor Controller in developing the annual budget.
- b. Coordinate with the Administrative and Grants Specialist.

Invoicing and Payments

- a. Prepare approval forms for professional services and consultant invoices.
- b. Prepare invoice approval forms for all subcontractor and consultant invoices.

Grants and Contracts Management and Grant Services

- a. Coordinating with the BEACON Executive Director, provide training, as needed, the Administrative and Grants Specialist.
- b. Coordination with Administrative and Grants Specialist.
- c. Review and comment on grant contract deliverables prepared by consultants as required.
- d. In coordination with BEACON Executive Director and other Staff/Consultants prepare grant applications for new work as opportunities present themselves.
- e. Develop Grants and Contracts Templates.

4. Project and Consultant Management

- a. Develop Active BEACON Projects schedules as required.
- b. Manage Consultant Selection and Retention as required, including preparing Requests for Proposals (RFP), Consultant Contracts, and Amendments as required.

APPENDIX B - COMPENSATION

COM3 Consulting Agreement with BEACON for Project Management Services

FY 26-27 Billing Rates	
Title	Labor Rates
Principals	\$155-230/hour
Senior Associates	\$100-\$150/hour
Associates	\$100-\$120/hour
Specialists	Various
Admin	\$50-\$100/hour

Budget:						
Name	Position	\$/hr	hrs	Labor Budget	Expenses Budget	Total Budget
Gerald Comati	Principal	175	313	54,775	225	55,000
Total Labor			313	54,775	225	55,000

Incidental and regular expenses, including those listed below, shall be reimbursed under this Agreement. Other BEACON-related expenses incurred by the CONSULTANT 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

CONSULTANT 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 CONSULTANT, consistent with the approved BEACON Budget.

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 CONSULTANT 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 CONSULTANT incurs Travel Costs while representing multiple clients, CONSULTANT 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 CONSULTANT 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.

ITEM 5D

ATTACHMENT II

Agreement with Santa Barbara County to Provide Legal Services FY 26-27

**AGREEMENT TO PROVIDE LEGAL SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT**

This Agreement is made by and between the County of Santa Barbara for services of the County Counsel's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") (collectively referred to as, "Parties" or individually as, "Party").

WHEREAS, BEACON is in need of legal services in connection with the execution of its duties;

WHEREAS, the County, has been and is currently providing legal services to BEACON and BEACON desires to continue to receive legal services only through the County; and

WHEREAS, the County is authorized to provide legal services to BEACON at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the Agreement.

NOW THEREFORE, to accomplish these objectives, County and BEACON enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2026 to and including June 30, 2027. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 4 of this Agreement and as agreed to by both Parties. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the County Counsel's Office, shall provide legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
 - a. Counsel Services. Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the County effective during the term of the Agreement. The current rate is \$150.00.
 - b. Billing. The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County.
4. **Fiscal year 2026/2027 Agreement Costs.** Legal services costs for 2026/2027 are projected to be \$15,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not

- limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Authorized travel shall be paid by County as part of overhead and will be reimbursed to staff members serving BEACON in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the County Counsel's organization who will have the primary responsibility for providing the legal services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
 7. **Indemnification.** 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.
 8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
 9. **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.
 10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Santa Barbara County, California.
 11. **Entirety of Agreement.** 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.

12. **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.
13. **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.
14. **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.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2026.

Attest:
Clerk of the Board
Mona Miyasato
County Executive Officer

**COUNTY OF SANTA BARBARA, a
political Subdivision of the State of
California**

By: _____
Deputy

By: _____
Name: Bob Nelson
Title: Chair, Board of Supervisors
Date: _____

Recommended for Approval:
Rachel Van Mullem
County Counsel

Approved as to Accounting Form:
Betsy Schaffer, CPA
Auditor-Controller

By: _____
Department Head

By: _____

Approved as to Form:
Risk Management

By: _____
Deputy

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2026.

BEACON, a California Joint Powers Agency

By: _____
Name: Eric Friedman
Title: Chair, BEACON
Date: May 22, 2026

Attest:

By: _____
Name: Marc Beyeler
Title: Executive Director

ITEM 5D

ATTACHMENT III

Agreement with Ventura County to Provide Accounting Services FY 26-27

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 2026-27**

This Agreement is made by and between the County of Ventura for services of the Auditor-Controller's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") (collectively, referred to as "Parties" or individually as "Party").

WHEREAS, BEACON is in need of financial and accounting services in connection with the execution of its duties; and

WHEREAS, the County, as specified in the joint powers agreement, has been and is currently providing financial and accounting services to BEACON and BEACON desires to continue to receive those services through the Auditor-Controller's Office; and

WHEREAS, the County is authorized to provide financial and accounting services to BEACON at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

NOW THEREFORE, to accomplish these objectives, County and BEACON enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2026, to and including June 30, 2027. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this Agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
 - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.
 - b. **Other Accounting Services.** Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance through an Amendment in accordance with Section 8 to this Agreement.
 - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by internal exchange transaction.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2026-27

4. Fiscal year 2026-27 Agreement Costs. Accounting services costs for FY2026-27 are not to exceed \$20,000 for accounting services identified in Section 2. County agrees to notify BEACON if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$20,000 those costs will be authorized for reimbursement through an Amendment of the not to exceed amount or through an Amendment indicating that excess actual costs will be paid in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** 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.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
9. **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.
10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Agreement.** 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.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2026-27

12. **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.
13. **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.
14. **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.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2026.

COUNTY OF VENTURA , a
political Subdivision of the State of
California

BEACON, a California Joint Powers
Agency

By:

Name: Jeffery S. Burgh
Title: Auditor-Controller
Date: _____

By:

Name: Eric Friedman
Title: Chair, BEACON
Date: May 22, 2026

Attest:

By:

Name: Marc Beyeler
Title: Executive Director
Date: May 22, 2026

Approved as to Form:
Rachel Van Mullem
County Counsel

By:

Name: Susan L. McKenzie
Title: Senior Deputy County Counsel,
Counsel for BEACON

ITEM 5D

ATTACHMENT IV

**Agreement with Jenna Wisniewski to Provide Specialist Science Support
Services FY 26-27**

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 Jenna Wisniewski, having a principal place of business at 7770 Regents Rd, Ste 113, PMB # 167, San Diego, CA 92122 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES**. Marc Beyeler at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Jenna Wisniewski at phone number 720-879-2775 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

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

To CONTRACTOR: Jenna Wisniewski
7770 Regents Rd, Ste 113, PMB # 167
San Diego, CA 92122

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, 2026 and end performance upon completion, but no later than June 30, 2027 unless otherwise directed by BEACON or unless earlier terminated.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at BEACON's request

without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR
JENNA WISNIEWSKI**

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

By: _____

By: _____

Eric Friedman, Chair
Board of Directors

Date: May 22, 2026

ATTEST:

Marc Beyeler
BEACON Executive Director

By: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____

Senior Deputy County Counsel
BEACON Counsel

EXHIBIT A

Scope of Services for Science Support Services

CONTRACTOR shall complete the following:

1. Providing Science Program Support to Science Advisory Committee (SAC)
 - a. Coordinate activities of the SAC working with the BEACON Executive staff and the BEACON SAC Co-Chairs.
 - b. Assist in organizing meeting of the SAC and the Managers-Scientist Annual Workshop.
 - c. Assist in developing and implementing the BEACON Science Research Agenda.
2. Obtaining and Collecting Original Data
 - a. Information on current and on-going science and research initiatives within the Santa Barbara Littoral Cell
 - b. Information on the conditions of regional beaches (CoastSB)
 - c. Information on users and uses of regional beaches
 - d. Information detailing regional-level SLR adaptation actions
3. Developing Analysis Tools and Completing Data Analysis
 - a. Creating GIS Products
 - b. Creating data display tools, including charts, tables and spreadsheets
 - c. Provide recommendations for the use of the data to provide decision-support
4. Assist with Santa Barbara County beachSMART Project.

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

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

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

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements unless otherwise described, up to but not to exceed **\$25,000**.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by BEACON.
- C. **Monthly**, CONTRACTOR shall submit to the BEACON Designated Representative an invoice for the service performed over the period specified. The BEACON Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. BEACON shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Payment for services shall be at a fully loaded rate that includes, but is not limited to, all overhead charges and indirect costs. The per hour rate shall not exceed \$85.00. Payment for reimbursement of direct costs shall be at cost.
- F. Any necessary travel costs will be reimbursed at actual cost. Travel must be approved by BEACON in advance. Travel costs shall be limited to \$500.00.

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

Mileage 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

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.

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

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EXHIBIT C
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
FOR PROFESSIONAL CONTRACTS

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

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 \$500,000 per occurrence.
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 \$500,000 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, unless CONTRACTOR has completed a "Declaration Regarding California Workers' Compensation" which is attached hereto and incorporated by this reference.

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

ITEM 5D

ATTACHMENT V

**Agreement with California State University Channel Islands (CSUCI) to
Provide Research and Technical Support FY 26-27**

**Memorandum of Understanding
for the provision of technical and research services
between
the Beach Erosion Authority for Clean Oceans and Nourishment
and
California State University, Channel Islands.**

This **Memorandum of Understanding** is being entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON, located at 105 E. Anapamu St., Suite 201, Santa Barbara, CA 93101 and California State University, Channel Islands, hereinafter referred to as CSUCI or “Contractor”, located at One University Drive, Camarillo, CA 93012. (referred to as “MOU”)

This MOU sets forth the terms and understanding between BEACON and the CSUCI regarding regional sediment management and regional climate adaptation science, technical and research support.

BACKGROUND

1. BEACON is a Joint Powers Authority representing the coastal interests of the counties of Santa Barbara and Ventura and the coastal cities Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
2. Among BEACON’s primary missions are to coordinate regional sediment management, provide for regional beach access, and coordinate regional Sea Level Rise (SLR) Adaptation and to provide technical and policy support to local governments to enhance the supply of sand onto beaches within the BEACON jurisdiction.
3. The CSUCI has been cooperating with BEACON for several years, providing periodic scientific and technical information updates to the BEACON Board.
4. CSUCI teaching and research staff have contributed to studies of the Santa Barbara Littoral Cell, in order to identify and quantify the pathways for nearshore sediment transport in Santa Barbara and Ventura Counties, with emphasis on critical regions of shoreline erosion.
5. CSUCI teaching and research staff have assisted in monitoring BEACON beaches for the past decade, most recently increasing its monitoring along the BEACON coast.

PURPOSE & RESPONSIBILITIES

This MOU defines the common interest of BEACON and CSUCI in using the best available science to inform regional sediment management, beach nourishment, regional beach access, coastal habitats restoration, and coastal SLR adaptation.

Science and Technical Support

This common interest will be accomplished by the following activities:

1. BEACON will provide funding to support development of scientific and technical information.
2. BEACON will work with the CSUCI to support and advance regional science supporting

regional sediment management, regional beach access, and coastal climate adaptation.

3. The CSUCI staff will periodically report to BEACON on its most recent activities and any relevant information specifically addressing the Santa Barbara Littoral Cell region.
4. BEACON and CSUCI will work together, and with others, to further develop science and technical information supporting regional sediment management and regional climate adaptation.
5. CSUCI will provide technical and research services described in Exhibit A, as attached hereto and incorporated by this reference. (referred to collectively as “Services”.)
6. CSUCI shall be responsible for overseeing and supporting the implementation of the Services and related activities and budget described in Exhibit A.

DURATION

1. This MOU may be amended or modified by mutual consent of BEACON and CSUCI.
2. This MOU shall become effective upon signature by BEACON and CSUCI and will remain in effect until amended, modified or terminated by BEACON or CSUCI.
3. Unless otherwise amended this MOU shall end June 30, 2027.

INDEMNIFICATION

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 MOU. 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 MOU.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR; TAXES**
 - A. **NOT AN EMPLOYEE:** Regardless of any functional title or work description, CSUCI is performing Services as an independent contractor and not an employee of BEACON.
 - B. **NO BENEFITS:** CSUCI shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers’ compensation and health insurance. CSUCI shall provide evidence of general liability insurance prior to beginning work under this MOU.
 - C. **TAXES:** Contractor agrees to be responsible for any and all filing of payment of taxes applicable to its performance of Services under this Contract, 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.

2. TERMINATION. Either party may terminate this MOU for convenience on 30 days prior written notice. Additionally, CSUCI may terminate this MOU immediately, without prior notice, where CSUCI determines, in its discretion, that the Project or the Project's implementation adversely affects participating students.
3. GOVERNING LAW. The validity, interpretation, and performance of this MOU shall be determined according to the laws of the State of California.
4. NOTICES. All notices required or permitted by this MOU shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

BEACON:	CSUCI:
Attention: Marc Beyeler	Attention: Fable Mangold
ADDRESS: 105 E. Anapamu St., Ste 201	ADDRESS: One University Drive, Maderna Hall 1308
CITY: Santa Barbara	CITY: Camarillo
STATE: CA	STATE: CA
ZIP: 93101	ZIP: 93012
TEL: 510-316-6095	TEL: 805-437-3960
EMAIL: beyeler@beacon.ca.gov	EMAIL: fable.mangold@csuci.edu

5. AMENDMENT. Except as otherwise provided herein, this MOU may be modified or amended only in writing and with the written consent of both Parties.
6. SEVERABILITY. If any provision of this MOU, 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 MOU.
7. ENTIRETY OF MOU. This MOU constitutes the entire MOU between the Parties relating to the specific subject of this MOU and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.
8. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to either Party 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.
9. EXECUTION OF COUNTERPARTS. This MOU 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.

- 10. SURVIVAL. All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.
- 11. RECORDS, AUDITS, AND REVIEW. CSUCI shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CSUCI '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 CSUCI '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). CSUCI shall participate in any audits and reviews, whether by BEACOND or the State, at no charge to BEACON.
- 12. HEADINGS. Section headings used herein are inserted for convenience only and are not part of this Agreement.
- 13. SIGNATURES. The signatories hereto represent that they have the authority to enter into this MOU, and do hereby enter into this MOU on behalf of their agencies for whom they sign.

IN WITNESS WHEREOF, the parties hereto have executed this MOU to be effective when executed by both parties:

CALIFORNIA STATE UNIVERSITY,
CHANNEL ISLANDS (CSUCI)

BEACON

By: _____
 Name: Barbara Rex
 Associate Vice President for
 Title: Budget and Planning and Interim
 CFO, CSU Channel Islands
 Date: _____

By: _____
 Name: Eric Friedman
 Title: Chair, BEACON
 Date: May 22, 2026

Approved as to Form:
 Rachel Van Mullen
 County Counsel

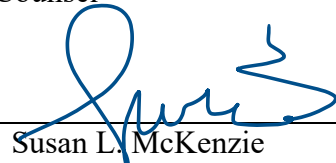
By: 
 Name: Susan L. McKenzie
 Title: Senior Deputy County Counsel,
 Counsel for BEACON

Exhibit A: Services and Budget

Services

CSUCI shall complete the following:

1. Obtaining and Collecting Original and Existing Data
 - a. Historic Dredging Information from Regional Harbors
 - b. Historic Information on Beach Nourishment Activities
 - c. Recent History of Emergency and Regular Beach and Marine Sediment Deposition
 - d. Information on the conditions of regional beaches
 - e. Information on users and uses of regional beaches
 - f. Information detailing regional-level SLR adaptation actions addressing threats to regional beaches.
2. Analyzing Data
 - a. Creating data display tools, including charts, tables and spreadsheets
 - b. Creating GIS Maps and Graphs
 - c. Provide recommendations for the use of the data to provide decision-support.
3. Providing Summary Memos, Reports, and Presentations
 - a. Providing summary research and technical information
 - b. Providing research memos and periodic updates of the results of research as appropriate.
 - c. Providing periodic presentations to the BEACON Board of Directors and the BEACON Science Advisory Committee

For the 26-27 contract year, this agreement includes three priority activities:

- A. Providing assistance to BEACON executive and program staff in developing updated regional sediment data including conditions of the sediment budget for the Santa Barbara Littoral Cell;
- B. Providing assistance to BEACON executive and program staff in developing a Scope of Work for a Climate and Sea Level Rise update to the BEACON Coastal Regional Sediment Management Plan, focused on an analysis of changes in sediment sources, transport and fate, and forecasted changes in sub-littoral conditions; and
- C. Providing assistance to BEACON executive and program staff in developing GIS and data storage, retrieval, and access protocols and options for information and data services at BEACON.

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

Budget

For CSUCI Services to be rendered under this MOU CSUCI shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$10,000.00** (Ten thousand dollars).

Payment for Services and /or reimbursement of costs shall be made upon CSUCI's satisfactory performance, based upon the scope and methodology contained in the MOU and Services as determined by BEACON. Payment for Services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and charges for personnel.

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 CSUCI to correct such work or billings or seek any other legal remedy.

BEACON shall reimburse Contractor for expenses related to the performance of Services described in this MOU. BEACON shall approve any changes to the approved budget in writing through an Amendment to this MOU. The budget for the above Services shall be billed monthly on an hourly cost reimbursement basis. Progress reports will evidence work completed on specific tasks during the invoice period. Administrative overhead costs will be limited to a percentage not to exceed twenty-five (25) percent of direct costs.

Any necessary travel costs will be reimbursed at actual cost. Travel must be approved, in writing, and by BEACON in advance. Travel costs shall be limited to \$250.00.

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ITEM 5D

ATTACHMENT VI

**Agreement with Pam Baumgardner to Provide Webmaster, Social Media
Communication, and Information Management Services FY 26-27**

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

Pamela Baumgardner - Websites (“Contractor”)
1100 Pittsfield Lane
Ventura, CA 93001

I. CONTACT INFORMATION.

A. DESIGNATED REPRESENTATIVES: Gerald Comati, Program Manager at phone number 805-895-0255 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Pam Baumgardner at phone number (805) 340-6910 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: BEACON, 501 Poli Street PO Box 99, Ventura, CA 93001

To Contractor: Pamela Baumgardner - Websites, 1100 Pittsfield Lane, Ventura, CA 93001

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: Contractor shall perform the Scope of Services as described in Attachment A (“Services”) as attached hereto and incorporated herein by this reference.

B. Contractor will be responsible for all aspects of this Agreement, including collecting, organizing and presenting the data. Contractor shall execute Services to the approval of BEACON Executive Director or deputy.

C. Agreement Period: July 1, 2026 – June 30, 2027.

III. COMPENSATION AND EXPENSES

A. FEES AND EXPENSES: As compensation for Contractor’s work as defined in Section II, BEACON shall pay Contractor including cost reimbursements unless otherwise stated, an amount up to and not to exceed \$6,000 for Contractor’s satisfactory performance under this Agreement. The Contractor shall not exceed this amount and these funds shall cover all direct and indirect expenses and Contractor’s time during the Contract Period.

B. BILLING: Contractor will submit an invoice to BEACON upon completion of Services to the satisfaction of BEACON Executive Director. BEACON will reimburse Contractor within 30 days of BEACON's receipt of invoice.

IV. INDEPENDENT CONTRACTOR; TAXES

A. NOT AN EMPLOYEE: Regardless of any functional title or work description, Contractor is performing Service as an independent contractor and not an employee of BEACON.

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 Contract, 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. 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.

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

G. **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.

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.

Unless otherwise specified in Attachment 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 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. 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 intellectual 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 this Agreement.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

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IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2026.

CONTRACTOR

BEACON

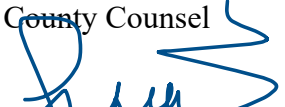
By: _____
Name: Pam Baumgardner
Title:
Date: _____

By: _____
Name: Eric Friedman
Title: Chair, BEACON
Date: May 22, 2026

Attest:

Approved as to Form:
Rachel Van Mullem
County Counsel

By: _____
Name: Marc Beyeler, Executive Director

By: 

Susan L. McKenzie
Senior Deputy County Counsel,
Counsel for BEACON

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ATTACHMENT A - SERVICES
Pam Baumgardner, Website Designs

Contractor shall:

1. Coordinate and maintain BEACON website in accordance with staff directives including posting of BEACON meeting agenda, staff reports, presentations, and other reports.
2. Act as Webmaster providing website maintenance and upgrades as needed.
3. Set up, coordinate and maintain BEACON social media outreach efforts (including Facebook Page) following staff directives including posting of BEACON meeting agenda and staff reports.
4. Assist the Executive Director and the Program Manager in coordinating Information Technology Services (ITS) including Microsoft One Drive, and related platforms.

Rate is \$95 for each hour actually and reasonably employed for an average of two hours monthly. Total payment for the scope of services is up to and shall not exceed the sum of \$6,000, which includes all cost reimbursements, labor, and expenses, direct and indirect charges in accordance with Section III of this Agreement.

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 Budget.

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.

ITEM 5D

ATTACHMENT VII

**Amendment 1 to Agreement with Dr. Dorothy Horn to Provide Professional
Data and Geographic Information Systems (GIS) Technical Support**

Amendment No. 1
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
Dorothy Horn

This Agreement (hereafter, "Agreement") made March 2025 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Dorothy Horn (Contractor), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 1") as follows:

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

CONTRACTOR shall commence performance on July 1, 2025 and end performance upon completion, but no later than December 31, 2026 unless otherwise directed by BEACON or unless earlier terminated.

Ratifications. The terms and provisions set forth in this Amendment No. 1 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Amendment No. 3 are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

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

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

IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto and shall be effective as of May 22, 2026.

Beach Erosion Authority for Clean
Oceans and Nourishment

Dorothy Horn

By: _____
Chair

By: _____
Dorothy Horn

Date: _____

Date: _____

ATTEST:

By: *Marc Beyeler*

Marc Beyeler
Executive Director, BEACON

Approved as to Form:
Rachel Van Mullem
County Counsel

By: _____
Senior Deputy County Counsel
Counsel for BEACON

ITEM 5D

ATTACHMENT VIII

**Agreement with Matunuck Research Group LLC for Cell Phone Study on
Beach Use**

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Matunuck Research Group LLC having its principal place of business at 186 South Weeden Road, South Kingstown, RI 02879 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **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. Nathaniel Merrill at +1 (508) 878-1809 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON
105 East Anapamu Street, Suite 201
Santa Barbara, CA 93103
Attention: Marc Beyeler

To CONTRACTOR: Nathaniel Merrill
186 South Weeden Road
South Kingstown, RI and 02879
+1 (508) 878-1809

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This

Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **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, 2026 and end performance upon completion, but no later than December 31, 2026 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. Matunuck Research Group's EIN is 33-3703842

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.**

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

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

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

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

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

14. RECORDS, AUDIT, AND REVIEW.

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

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

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

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

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

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

19. **TERMINATION.**

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

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

ATTEST:

Marc Beyeler
Executive Director
BEACON

By: _____

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

By: _____

Chair
Board of Directors, BEACON

Date: _____

CONTRACTOR:

Nathaniel Merrill

By: _____

Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____

Senior Deputy County Counsel

EXHIBIT A

Scope of Services

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

Specifically, CONTRACTOR shall perform the following Services:

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

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

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

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

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Attachment B1

SCHEDULE OF FEES & RATE SHEET

Personnel	All Inclusive Hourly Rate
Nathaniel Merrill	\$100

[This area intentionally left blank.]

EXHIBIT C
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
FOR PROFESSIONAL CONTRACTS

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

ITEM 5D

ATTACHMENT IX

**Agreement with SCI to Collect and Analyze Beach and Shoreline Camera
Data**

SCI ORDER FORM

<u>Customer:</u> BEACON 105. E. Anapamu St., Suite 201 Santa Barbara, Ca. 93101 Contact Name: Marc Beyeler Phone: 510-316-6095 Email: Beyeler@beacon.ca.gov	<u>Customer Billing Information</u> BEACON 105. E. Anapamu St., Suite 201 Santa Barbara, Ca. 93101 Billing Contact: Marc Beyeler Billing Phone: 510-316-6095 Billing Email: Beyeler@beacon.ca.gov	<u>Surflin:</u> Surflin\Wavetrak, Inc. 2261 Market Street, Suite 10852 San Francisco, CA 94114 Contact Name: Paul Ganev Phone: 240-475-5443 Email: pganev@surflin.com , with a copy to legal@surflin.com for legal notices.
<u>Services:</u> <ul style="list-style-type: none"> ● Access to the live imagery stream (and archived footage, as available) for the Camera(s) identified in this Order Form. ● Access to Surflin Coastal Intelligence (SCI) data derived from the Camera(s) identified in this Order Form. 		
<u>Equipment:</u> <ul style="list-style-type: none"> ● Existing Equipment: (1) Camera @ Carpinteria ● New Equipment: <ul style="list-style-type: none"> ● (2) Cameras @ Surfers Point ● (1) Camera @ Carpinteria 		
<u>Fee:</u> \$25,000 <u>Billing Frequency:</u> One time in advance	<u>Payment Terms:</u> Net 30 <u>Payment Method:</u> <input type="checkbox"/> ACH/Wire <input type="checkbox"/> Check	
<u>Term Start Date:</u> [Placeholder for date of signature] <u>Initial Term:</u> 12 months		<u>Auto-Renewal:</u> No
<p><u>Additional Terms:</u> These Additional Terms modify and supplement the SCI Terms attached hereto. All other provisions of the SCI Terms remain in full force and effect. Any capitalized terms below that are not otherwise defined, shall have the meanings ascribed to them in the SCI Terms.</p> <ul style="list-style-type: none"> ● Access to Services: The Services will be delivered to Customer via API, or other mechanism made available by Surflin, in its sole discretion. If Customer is given API keys, user IDs or passwords to access the Services on Surflin's systems ("Credentials"), Customer will (i) limit access to those of its employees, agent or consultants ("Permitted Users") with a need to access the Services in their scope of work and (ii) keep Credentials strictly confidential and not share such information with any unauthorized person. User IDs and related credentials are granted to individual, named persons and may not be shared. Customer will be responsible for any and all actions taken using Customer's Credentials. If any Permitted User who has access to a user ID is no longer a Permitted Users of Customer, then Customer will promptly delete such user ID and otherwise terminate such Permitted User's access to the Services. ● Usage Rights: Notwithstanding anything to the contrary in the SCI Terms, and subject to Customer's compliance with the terms and conditions of this Agreement (including any obligations, limitations and restrictions), Customer may share Derivative Works with the general public and other third parties, provided that: (i) such sharing is solely for the third parties non-commercial use; and (ii) recipients have no right to access the underlying Services, raw Stills or raw Derived Data. ● Service Updates. Consistent with Section 4 of the SCI Terms, Updates, improvements, and modifications to Services included in this Order Form that are made generally available to Surflin's customers without additional charge will be provided to Customer at no additional cost. New features, data offerings, or substantial service enhancements that Surflin offers to other customers for additional fees may be offered to Customer at Surflin's then-current standard pricing. ● Late Payment Interest. Past due invoices are subject to interest as set forth in Section 6 of the SCI Terms, provided that such interest shall only accrue on invoices that remain unpaid sixty (60) days after the due date. ● Ownership of Derivative Works: Customer retains all rights, title, and interest in Derivative Works created by Customer, subject to Surflin's underlying ownership of the Services, Stills, and Derived Data incorporated therein. Customer's ownership of Derivative Works does not diminish Surflin's rights in the underlying Services, Equipment, or data outputs. ● CPRA Exemptions. Surflin understands that Customer is subject the California Public Records Act, California Government Code section 7920 et seq. ("CPRA") and the California Brown Act ("Brown Act"). Accordingly, Customer may be compelled by law to disclose Surflin Confidential Information or Services, pursuant to the CPRA or Brown Act, provided that Customer shall: (i) provide Surflin with at least fifteen (15) business days' prior notice of such compelled disclosure (to the extent legally permitted); (ii) provide reasonable assistance in asserting applicable exemptions, if Surflin wishes to contest the disclosure; and (iii) limit disclosure to the minimum required by law. Nothing in this section shall require BEACON to assist Surflin in court proceedings beyond the foregoing 		

reasonable assistance in asserting applicable exemptions or pay any legal or court costs or fees in connection with Surflin’s attempts to contest disclosure of Surflin Confidential Information or Services pursuant to the CPRA or Brown Act.

- **Third-Party Integrations:** Section 10 of the SCI Terms is modified to remove the Customer’s indemnification obligations for its use of Third Party Integrations. Customer acknowledges that its use of Third Party Integrations is at its own risk. Surflin shall have no liability for any claims arising from Customer's Third Party Integrations.
- **Publicity:** Surflin may identify Customer as a client on its website, in client lists and general marketing materials. Any case studies or detailed descriptions of Customer’s use of the Services require Customer’s prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Customer may revoke this marketing permission upon thirty (30) days’ written notice to Surflin.
- **Venue & Dispute Resolution.** Section 15 of the SCI Terms is modified to provide that: (i) any disputes shall be resolved exclusively in the state and federal courts located in Los Angeles County, California and (ii) each party shall bear its own attorneys’ fees and costs.

This agreement (“Agreement”) is entered into as of the Term Start Date identified above (“Effective Date”), between Surflin\Wavetrak, Inc. (“Surflin”), and the customer listed above (“Customer”). This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms previously or subsequently entered into by the parties, (iii) Surflin’s SCI Terms, and (iv) any other attachments referenced therein, which are attached hereto and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Surflin\Wavetrak, Inc.:

Customer:

By:

By:

Name:

Name:

Title:

Title:

Surflin\Wavetrak, Inc.

SCI Terms

PLEASE READ THESE SCI TERMS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY SURFLINE\WAVETRAK, INC. (“SURFLINE”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH SURFLINE WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“CUSTOMER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA SURFLINE’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY SURFLINE SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Order Forms; Access to the Services. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Surflin grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Surflin product(s) and/or service(s) specified in such Order Form (collectively, the “Services”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Surflin’s applicable official user documentation for such Services (the “Documentation”). The foregoing license shall be perpetual with respect to (a) any still images created by Customer from live imagery or archived footage that Customer accesses during the Term (the “Stills”) and (b) the data from Cameras (defined below) and delivered during the Term as set forth on the Order Form (the “Derived Data”), but only to the extent the Stills or Derived Data are incorporated into a derivative work created by Customer during the Term for the internal business purposes of Customer (the “Derivative Works”). All uses of Stills and Derived Data in Derivative Works must include attribution to Surflin. Without limiting any of the foregoing and subject to Customer’s compliance with the terms and conditions of this Agreement (including any obligations, limitations and restrictions set forth on the applicable Order Form), Customer may share Derivative Works with third parties solely for non-commercial use.
2. Equipment. Upon payment of any applicable fees set forth in each Order Form, Surflin agrees to use commercially reasonable efforts to maintain the Equipment, supplied by Surflin for the provision of the Services, as set forth in each Order Form (the “Equipment”) in good working order throughout the Term. With respect to any new Equipment that does not already exist in Surflin’s network as of the Effective Date (“New Equipment”): (i) Surflin shall install such New Equipment on a date mutually agreed to by the parties; (ii) Customer shall be responsible for obtaining all applicable authorizations from relevant third parties, including but not limited to local councils, governments, and property owners, and obtaining signature of Surflin’s host agreement to enable Surflin’s installation and maintenance of any New Equipment; and (iii) Customer hereby understands that the Services may be delayed for up to thirty (30) days after installation thereof to enable calibration and optimization of the New Equipment. Live imagery from the Cameras will be captured, archived and retained only in accordance with Surflin’s standard retention policies. Without limiting any of the foregoing, if New Equipment will be installed on property owned or occupied by Customer, Customer shall consent to the additional Equipment Host Terms attached to this Agreement as Attachment A.
3. Services Support and Availability. Subject to Customer’s payment of all applicable fees, Surflin will use commercially reasonable efforts to provide standard support and maintenance of the Services and Equipment during normal business hours.
4. Services Updates. From time to time, Surflin may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge (“Updates”), and such Updates will become part of the Services and subject to this Agreement; provided that Surflin shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Surflin may make improvements and modifications to the Services at any time in its sole discretion.
5. Ownership; Feedback. As between the parties, Surflin retains all right, title, and interest in and to the Equipment, the Services (including the Stills and Derived Data), any outputs from the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Surflin for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the “Services” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Surflin

with respect to the Services (“Feedback”). Surflin acknowledges and agrees that all Feedback is provided “AS IS” and without warranty of any kind. Notwithstanding anything else, Customer shall, and hereby does, grant to Surflin a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Surflin’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

6. Fees; Payment; Pricing. Customer shall pay Surflin fees as set forth in each Order Form (“Fees”). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with the Services (excluding taxes based on Surflin’s net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order Form, then (a) Surflin shall invoice Customer for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Surflin’s then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (b) if such Order Form Term renews (in accordance with the section entitled “Term; Termination”, below, such renewal shall include the additional fees for such excess users and usage. If an Order Form automatically renews under this Agreement, Surflin may increase the annualized price for each Service unit by no more than 8% for each Order Form Renewal Term. Discounts, credits and promotional pricing for the Order Form Initial Term do not apply to the Order Form Renewal Term.
7. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (b) modify, translate, or create derivative works based on the Services; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (d) use the Services for the benefit of a third party; (e) remove, obscure or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (f) use the Services to build an application or product that is competitive with any Surflin product or service; (g) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; or (h) bypass any measures Surflin may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services). Customer is responsible for all of Customer’s activity in connection with the Service, including but not limited to providing access to Customer Data (as defined below). Customer (y) shall use the Services in compliance with all applicable law, and (z) shall not use the Services in a manner that violates any third party intellectual property, contractual or other proprietary rights.
8. Customer Data. For purposes of this Agreement, “Customer Data” shall mean any data, information or other material provided, uploaded, or submitted by Customer to Surflin or the Services in the course of using the Services. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer acknowledges and agrees that Surflin does not desire to receive, and Customer represents and warrants that it will not provide Surflin with, any personal data or personally identifiable information (as such terms are defined under applicable data privacy laws) in connection with this Agreement. Customer, not Surflin, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Surflin as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Surflin shall use commercially reasonable efforts to maintain the security and integrity of the Services and the Customer Data. Surflin is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Services unless such access is due to Surflin’s gross negligence or willful misconduct. Customer is responsible for the use of the Services by any person to whom Customer has given access to the Services. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer’s account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Surflin may (a) internally use and modify (but not disclose) Customer Data for the purposes of (i) providing the Services to Customer (ii) training or improving artificial intelligence models, tools, technology or services and (iii) generating Aggregated De-Identified Data (as defined below), and (b) freely use, retain and make available Aggregated De-Identified Data for Surflin’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Surflin’s products and services). “Aggregated De-Identified Data” means data submitted to, collected by, or generated by Surflin in connection with Customer’s use of the Service, but only in aggregate, de-identified form which can in no way be linked specifically to Customer.
9. Confidentiality. For purposes of this Agreement, “Confidential Information” means all confidential information disclosed by a party and its affiliates (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or a reasonable person would consider confidential. Confidential Information includes all information concerning: the Disclosing Party’s customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research,

development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party. Except as expressly set forth in this Agreement, and to the fullest extent permitted by applicable law, the Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by Surfline to provide some or all elements of the Services), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who are subject to confidential obligations with the Receiving Party containing protections no less stringent than those herein. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

10. **Third Party Integrations.** Customer acknowledges and agrees that (a) the Services may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (e.g., other vendors of Customer) ("Third Party Integrations"), (b) the availability and operation of the Services or certain portions thereof may be dependent on Surfline's ability to access such Third Party Integrations, and (c) Customer's failure to provide adequate access or any retraction of permissions relating to such Third Party Integrations may result in a suspension or interruption of the Services. Customer hereby represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Third Party Integrations that it integrates with the Services, and Customer shall indemnify, defend and hold harmless the Surfline for all claims, damages and liabilities arising out of Customer's use of any Third Party Integrations in connection with or through the Services, to the fullest extent permitted by law. Surfline cannot and does not guarantee that the Services shall incorporate (or continue to incorporate) any particular Third Party Integrations and does not make any representations or warranties with respect to Third Party Integrations. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Integrations (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.
11. **Term; Termination.** This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (a) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (b) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Surfline may suspend or limit Customer's access to or use of the Services if (y) Customer's account is more than sixty (60) days past due, or (z) Customer's use of the Services results in (or is reasonably likely to result in) damage to or material degradation of the Services which interferes with Surfline's ability to provide access to the Services to other customers; provided that in the case of subsection (z): (i) Surfline shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (ii) prior to any such suspension or limitation, Surfline shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (iii) Surfline shall reinstate Customer's use of or access to the Services, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any Services provided by Surfline to Customer, including any assistance in exporting the Customer Data, shall be billable at Surfline's standard rates then in effect.
12. **Indemnification.** Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' officers, agents, employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to (a) the Customer Data or Customer's use of the Services (in the case of Customer as Indemnitor and solely to the extent not specifically prohibited by applicable law), (b) any claim that the Services (in the case of Surfline as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or

proprietary right, or (c) an 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. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Surfline do not apply with respect to the Services or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Surfline (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Surfline, (iv) combined with other products, processes or materials not provided by Surfline (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Services is not strictly in accordance herewith.

13. Disclaimer. TO THE FULLEST EXTENT PERMITTED BY LAW, SURFLINE HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, ANY RESULTS OF THE SERVICES OR ANY ACTION OR OMISSION BY CUSTOMER OR ANYONE ELSE BASED ON THE USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SURFLINE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE or (B) THE SERVICES OR ANY RESULTS OF THE SERVICES WILL MEET REQUIREMENTS OR EXPECTATIONS, EXCEPT AS SET FORTH ABOVE, THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" BASIS. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES MAY OPERATE ON THIRD PARTY ARTIFICIAL INTELLIGENCE-POWERED TOOLS ("THIRD PARTY AI MODELS") AND SURFLINE DOES NOT TEST, VERIFY, ENDORSE OR GUARANTEE TO BE ACCURATE, COMPLETE OR CURRENT ANY SUCH THIRD PARTY AI MODELS OR ANY RESULTS OF THE SERVICES. CUSTOMER SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL RESULTS FROM THE SERVICES AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS.
14. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 12(C) AND FOR CUSTOMER'S BREACH OF SECTION 7, AND AS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (B) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (C) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO SURFLINE HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER ("GENERAL CAP"). A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 12(A) AND 12(B) SHALL NOT EXCEED (IN THE AGGREGATE) THREE TIMES (3X) THE GENERAL CAP. 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 THE OTHER PARTY, OR ITS 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, EXCEPT TO THE EXTENT OF SUCH PARTY'S OWN NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT.
15. Miscellaneous. This Agreement (including all Order Forms) represents the entire agreement between Customer and Surfline with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Surfline with respect thereto. In the event of any conflict between these Terms and an Order Form, the Order Form shall control. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Orange County, California. All notices under this Agreement shall be in

writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; hosting facility failures, including the inability to secure or maintain access to third party property where Equipment is installed; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that Surflin may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of its business relating to this Agreement, and Surflin may utilize subcontractors in the performance of its obligations hereunder. Customer agrees that Surflin may use Customer's name and logo to refer to Customer as a customer of Surflin on its website and in marketing materials and prepare and publish case studies related to Customer's use of the Services. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

ITEM 5D

ATTACHMENT X

**Agreement with to-be-confirmed Vendor for Administrative and Grant
Management Services**

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 **XXXXXX**, having its principal place of business at and **[INSERT CONTRACTOR ADDRESS]** (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES.** Gerald Comati at phone number 805-895-0255 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. **XXXXX** at phone number **[insert Contractor Phone]** 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: County of Santa Barbara County Counsel's Office
C/O Susan McKenzie on behalf of BEACON
105 East Anapamu Street, Suite 201
Santa Barbara, CA 93101

To CONTRACTOR: **XXXXX**

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, 2026 and end performance upon completion, but no later than June 30, 2027 unless otherwise agreed to by the Parties BEACON or 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 as set forth in Exhibit B, BEACON. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from receipt 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 all licenses and 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. **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.

9. **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.

10. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

A. 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.

B. 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").

C. 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.

11. **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 BEACON or its projects without obtaining the prior written approval of BEACON.

12. **BEACON PROPERTY AND INFORMATION.**

A. All of BEACON's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of BEACON in connection with this Agreement (collectively, the "BEACON Property") and any derivative works of the BEACON Property shall remain BEACON's Property, and CONTRACTOR shall return, delete, or destroy BEACON Property whenever requested by BEACON and whenever required in accordance with the Termination section of this Agreement. If BEACON requests deletion or destruction of BEACON data or other BEACON Property, CONTRACTOR shall certify in writing to BEACON that such data or BEACON Property has been deleted or destroyed. Within ten (10) days of a written request by BEACON, CONTRACTOR and its agents or subcontractors shall allow BEACON to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of BEACON Property pursuant to this Agreement for the purpose of determining whether CONTRACTOR has complied with this Agreement.

B. CONTRACTOR may use BEACON Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any BEACON Property without BEACON prior written consent. CONTRACTOR shall implement appropriate safeguards as are necessary to prevent the use or disclosure of BEACON Property otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the BEACON Property.

13. **RECORDS, AUDIT, AND REVIEW.**

- A. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BEACON shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.
- B. If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse the amount of the audit exceptions and all costs incurred by BEACON associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from BEACON, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to BEACON as specified by BEACON in the notification. This Records, Audit, and Review clause shall survive expiration or termination of this Agreement.

14. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in BEACON Exhibit C attached hereto and incorporated herein by reference.

15. **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

16. **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.

17. **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.

18. **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.

i. **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.

ii. **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 sufficient 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.

iii. **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 BEACON 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. If BEACON requests deletion or destruction of BEACON data or other BEACON Property, CONTRACTOR shall certify in writing to BEACON that such data or BEACON Property has been deleted or destroyed. 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.

19. **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.
20. **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 by a court of competent jurisdiction, 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.
21. **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.
22. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
23. **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.
24. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement, including all Exhibits and attachments hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof, 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, duly executed by the parties to this Agreement and by no other means. Each party waives its 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.

25. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit the Parties and its respective successors and assigns.
26. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable BEACON, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force. 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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.

32. **IMMATERIAL AMENDMENTS.** CONTRACTOR and BEACON agree that immaterial changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized by BEACON's Executive Director, or designee, in writing, and in accordance with Section 25.
33. **NO CONSTRUCTION AGAINST ANY DRAFTING PARTY.** This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with its respective legal counsel to the party's satisfaction. (see Cal. Civ. Code § 1654.)
34. **SUBSEQUENT CONTRACTS.** CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting BEACON with any portion of BEACON's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with BEACON. BEACON shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with BEACON to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement. (see Cal. Gov. Code § 1097.6.)
35. **NEWS RELEASES/INTERVIEWS.** CONTRACTOR agrees for itself, its agents, employees, and subcontractors, that it will not communicate with the media concerning the subject matter of this Agreement without prior written approval of the BEACON Designated Representative. This prohibition does not preclude the Contractor from participating in public outreach or communications efforts specifically required under this Agreement, provided such activities are planned and receive written approval from BEACON. CONTRACTOR further agrees to refer all media requests to the BEACON Designated Representative and to coordinate the release of any public-facing materials, including news releases, interviews, press statements, or promotional content, to ensure consistency, accuracy, and alignment with BEACON's communication protocols.
36. **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323).**
- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in

the EPA guidelines.

- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

37. **CHANGES.**

A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of BEACON conduct that CONTRACTOR considers to constitute a change to this Agreement. Except for changes identified in writing and signed by BEACON, the CONTRACTOR shall notify the BEACON in writing promptly, within five (5) calendar days from the date that the CONTRACTOR identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the CONTRACTOR, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other

provisions affected by the alleged change are estimated; and

- vi. CONTRACTOR'S estimate of the time by which BEACON must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

B. **Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

C. **BEACON Response.** BEACON shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, BEACON shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;
- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which BEACON will respond.

D. **Equitable Adjustments.**

- i. If the BEACON confirms that BEACON conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

38. **ACCESS TO RECORDS.** The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide BEACON, State Agencies, and the Federal Agency which provided funds in support of this Agreement, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C. CONTRACTOR agrees to provide the Federal Agency which provided funds in support of this Agreement or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
39. **USE OF FEDERAL AGENCY LOGOS.** CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.
40. **COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that federal financial assistance will be used to fund this Agreement. CONTRACTOR will only use federal funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.
41. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.
42. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR’S actions pertaining to this Agreement.
43. **DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR § 200.322).**
- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
 - B. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all

manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

44. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216).**

A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

- i. Procure or obtain covered telecommunications equipment or services;
- ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment;
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system.

- D. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of [Public Law 115-232](#) and 2 C.F.R. § 200.471.

[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:

[Enter Business Name]

BEACON:

By: _____

Authorized Representative

[insert name of person]

[insert title]

By: _____

Eric Friedman]

Chairperson

Board of Directors

Date: _____

ATTEST:

Marc Beyler

BEACON 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 provide BEACON grants and financial administrative support services via remote or teleconferencing connections. Neither BEACON nor CONTRACTOR anticipate travel associated with this Agreement.

CONTRACTOR shall:

1. Provide grant administrative assistance in processing and managing all BEACON grant records and documentation in one-on-one and team working relationships with the Program Manager (PM) and the Executive Director (ED), as well as local and regional and state and federal fiscal representatives.
2. Support the PM and the ED in the administration of local, regional, state, and federal grants secured by BEACON staff and approved by the BEACON Board. These activities will include a broad range of tasks such as grants solicitation support tasks, grant preparation tasks, and grants project-related administration, and fiscal tasks.
3. Working under the guidance of the PM and the ED, day to day activities and essential functions will include, but not limited to, managing project and program grants and extramural funding, such as:
 - A. Maintaining a spreadsheet listing of contracts and grants, and preparing a summary of same to the PM, ED, and as requested to the BEACON Board of Directors;
 - B. Assisting in the preparation of grants proposals and submittals;
 - C. Managing invoicing and payment approvals, including grants proof of payment documentation and all Requests for Disbursement and Payment;
 - D. Tracking grants reimbursements and tracking in-kind and cash matching grant requirements; and
 - E. Preparing grants supporting documents (necessary Board Resolutions, Compliance Forms, Insurance Certificates, Grant status reports, including Quarterly Progress Reports, etc.).

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

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

1. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total maximum amount, including cost reimbursements, up to but not to exceed **\$25,000**.
2. 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.
3. **Monthly**, CONTRACTOR shall submit BEACON an invoice for the service performed over the period specified to Gerald Comati at comati@beacon.ca.gov. The BEACON Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. BEACON shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR. Upon request, invoiced amounts must be accompanied by detailed and itemized descriptions of the goods and/or services provided. Each invoice shall include sufficient documentation to substantiate the costs billed, for example, receipts, time logs, breakdowns of labor and materials, and any other relevant supporting documents as necessary to clearly reflect the basis for the charges. BEACON reserves the right to request additional supporting documentation if the invoice lacks adequate detail or justification for the costs billed.
4. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

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EXHIBIT C
Indemnification and Insurance Requirements
(For Service Contracts Not Requiring Professional Liability Insurance)

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 of coverage shall be at least as broad as:

- i. **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.
- ii. **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 \$500,000 per accident for bodily injury and property damage.
- iii. **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.

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:

- i. **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).

- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BEACON.
- iv. **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.
- v. **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.
- vi. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
- vii. **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.
- viii. **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.
- ix. **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.
- x. **Special Risks or Circumstances** – BEACON reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of BEACON to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of BEACON.



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama, 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:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: May 22, 2026

Agenda Item: 6

To: BEACON Board of Directors
From: Counsel McKenzie, Chair Friedman
Date: May 15, 2026

Subject: Closed Session

Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).)
Labor Negotiations (Gov. Code § 54957.6(a).) for Executive Director.



A California Joint Powers Agency

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Julia Mayer
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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:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: May 22, 2026

Agenda Item: 7

To: BEACON Board of Directors

From: Executive Director

Date: May 14, 2026

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.

July 2026 Meeting Agenda:

- A. Presentations
- B. Project Updates
- C. Budget and Financial Actions