

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, May 20, 2016
TIME: 9:00 AM
PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

MEETING AGENDA

1. **Call to Order, Roll Call and Introductions – Janet Wolf**
2. **Approval of Agenda and Filing of Certificate of Agenda Posting**
Action: Approve and file.
3. **Consideration and Approval of Minutes of the BEACON Meetings held on March 17, 2016.**
Action: Approve and file.
4. **Public Comment and Other Matters not on the Agenda**
 - a. Receive public comments.
5. **Reports**
 - a. Reports from legislative offices.
 - b. Boating and Waterways.
 - c. Cal Coast.
6. **Membership Dues**
 - a. Receive presentation from the Executive Director regarding increase in Membership Dues.
 - b. Approve new Membership Dues for FY16/17.
7. **Auditors Controllers Recommended Actions**
 - a. Adopt Recommended Final Fiscal Year 2016-17 Budget, based on decision taken on Board Agenda Item# 6 “Membership Dues”. (Exhibits 1.1(A) & (B), 1.2(A) & (B), 1.3 (A) & (B))
 - b. Authorize the Auditor-Controller’s Office to adjust contingency for the Fiscal Year 2016-2017 budget where the Fiscal Year 2015-2016 actual year-end closing fund balance differs from the budget estimate.
 - c. Receive and file the Budget-to-Actual report for the year-to-date period ending April 30, 2016 (Exhibit 2).
8. **FY 2016-2017 Annual Staff/Consultant Agreements**
 - a. Approve Technical Advisor Services Contract in the amount of \$15,000 with Jim Bailard.
 - b. Approve Legal Services Contract for \$12,000 with Santa Barbara County Counsel.
 - c. Approve Auditor Services Contract for \$15,000 with Ventura county Auditor-Controller.
 - d. Approve Program Management Services Contract with COM3 Consulting for \$47,000.
 - e. Approve Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for \$15,000.
 - f. Approve Bi-Annual Audit Contract with Fedak & Brown LLP for \$9,980 for FY1415 and FY1516.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Staff@Beacon.ca.gov

Internet:

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

9. Executive Director's Report and Communications.

Adjourn to next regular meeting, July 15, 2016 at 9:00 AM in Carpinteria City Hall

Disability Access

The City of Carpinteria Council Chambers is located on the ground floor of City Hall located at 5775 Carpinteria Ave, Carpinteria, CA. 93013 Fourth Floor of the County. The Council Chambers is wheelchair accessible. Accessible public parking is available behind the Council Chambers.

American Sign Language interpreters, Spanish language interpretation and sound enhancement equipment may be arranged by contacting the City Clerk (Fidela Garcia) by 4:00 p.m. on Friday before the Board meeting. Contact information for the City Clerk is (805) 684-5405.

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.

STAFF REPORT

Meeting Date: 5/20/16
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date 5/10/16

Subject: Consideration and Approval of Minutes of BEACON Meeting held March 18, 2016

REQUIRED ACTION:

a. Approve and file.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013

Item	1	Call to Order, Roll Call and Introductions – Jon Sharkey.
Minutes/ Actions:		<p>Directors Present:</p> <ul style="list-style-type: none"> • Jon Sharkey (City of Port Hueneme) • Steve Bennett (County of Ventura) • John Zaragoza (County of Ventura) • Janet Wolf (County of Santa Barbara) • Gregg Hart (City of Santa Barbara) • Fred Shaw (City of Carpinteria) • Christy Weir (City of Ventura) • Paula Perotte (City of Goleta)
Item	2	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file
Minutes/ Actions:		Approved.
Item	3	Consideration and Approval of Minutes of the BEACON Meetings held on January 15, 2016. Action: Approve and file.
Minutes/ Actions:		Approved.
Item	4	<p>Public Comment and Other Matters not on the Agenda</p> <p>a. Receive public comments.</p> <p>Mr. Todd Mitchell, – Fugro. Mr. Mitchell wished to make BEACON aware that Fugro does a lot of Aerial Survey work of coastlines. Fugro was responsible for a State-wide coastal survey in 2011 and a Goleta to Mexican Boarder survey in 2014. Currently the USGS is doing another State-wide survey this year. Mr. Brennan suggested that BEACON write a letter of support to USGS for this effort.</p> <p>Mr. Rick Willbourne. Mr. Willbourne is from Ventura and is GIS specialist and Environmental Scientist. He has been performing a GIS survey of Port Hueneme Beach during the last year from before the last dredging of Channel Island Harbor is 2015. His surveys indicate that the sand volumes currently on the beach are approaching the pre-dredge volumes. Mr. Mitchell indicated he can make his data available to BEACON, which was welcomed by the Board. BEACON staff will coordinate with Mr. Willbourne to receive and go over his data.</p>
Minutes/ Actions:		None.
Item	5	<p>Reports</p> <p>a. Reports from legislative offices.</p> <p>b. Boating and Waterways.</p> <p>c. Cal Coast.</p>
Minutes/ Actions:		No reports.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013**

Item	6	<p>Santa Barbara County Coastal Resiliency Project</p> <p>a. Receive a presentation from the Executive Director and Marc Beyeler on the results and conclusions from the Coastal Resilience and BEACON Role Questionnaire/Survey sent out on December 11, 2015.</p>
Minutes/ Actions:		<p>Marc Beyeler, consultant for BEACON, presented with a PowerPoint presentation summarizing the results of the Questionnaire/Survey sent out by BEACON at the end of 2015.</p> <p>The purpose of the Questionnaire was two-fold. First to determine a level of Coastal Resilience planning member agencies are currently involved and secondly, how and what role BEACON should play.</p> <p>The questionnaires solicited information from member agency staff about how BEACON can be most relevant to, and better serve the coastal needs of member agencies. Survey respondents provided valuable information regarding BEACON's existing roles and responsibilities and BEACON's potential to contribute to climate change planning.</p> <p>A summary of the responses to the Survey are as follows:</p> <ol style="list-style-type: none"> 1. Survey responses were received from 7 of 8 of the BEACON member organizations. 2. The survey results confirmed strong support for BEACON's current activities and support for BEACON to provide climate related services. According to respondents, BEACON provides important services, and BEACON can play important roles going forward. 3. BEACON, its role and responsibilities, jurisdiction, and scope of operations are familiar to agency personnel. Respondents strongly support the current complementary activities of BEACON, including: <ol style="list-style-type: none"> a. Providing A Regional Forum b. Securing grant funding c. Collecting relevant data and provide technical and scientific information. 4. Respondents support expanded BEACON efforts to "promote more cooperative grant and projects with member agencies," increasing the level and extent of its program activities. 5. Respondents identified scientific, technical, and funding data as the most important information needed to successfully undertake their work. 6. Almost all respondents are currently work on some level on tasks that currently involve climate change and adaptation planning, including local coastal planning, hazard and emergency planning, capital projects, and/or vulnerability and adaptation planning. 7. With regard to climate planning, respondents identified several activities that BEACON could undertake to assist local government in preparing for climate changes and related sea level rise impacts, including providing scientific and technical, policy, and funding information. 8. Respondents identified lack of funding as an important barrier and constraint to implementing climate change and sea level rise adaptation policies and projects.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013**

Director Bennett:

- BEACON has operated on a shoe-string budget since its inception. Today the relevance of SLR and Coastal Resilience Planning is very prominent and it is time for BEACON to take the next step.
- Director Bennett recommended presentations before electeds and Agency Administrators on how BEACON can support local agencies.

Director Wolf:

- Director Wolf agreed with Director Bennett but wanted to ensure that BEACON does not overlap with those of the local agencies.
- BEACON's role needs to be well defined, distinct and supportive of the activities of the local agencies.

Director Weir:

- Director Weir indicated she would like to see BEACON presentations to all of the City Councils explaining the coastal processes and winter storm experiences.

Director Hart:

- Director Hart agreed with the suggestion of Director Weir. The goal of these presentations to City Councils should be to provide a clear and easily digested picture of the coastal issues.

Director Shaw:

- Director Shaw suggested that each presentation should be tailored slightly to the specific jurisdiction.

BOARD ACTIONS:

- 1. The Board approved unanimously the Presentation to file.**
- 2. This item will be brought back to the Board at the May Meeting.**

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013

Item	7	<p>Supplemental Dredging</p> <p>a. Receive update on the Supplemental Dredging Project initiative.</p> <p>b. Request the Board to approve the MOU between BEACON and the City of Santa Barbara Waterfront Department, the Ventura Port District, and the Channel Islands Harbor.</p>
Minutes/ Actions:		<ul style="list-style-type: none"> • Gerald Comati, Program Manager, explained that the Supplemental Dredging initiative had previously been presented to the Board in 2015 and the Board had directed Staff to proceed. • The initiative was initially recommended by Dr. Bailard has the simplest and most cost effective way to regionally expand the amount of sediment that we can get onto our beaches and subsequently into the BEACON littoral cell. The initiative amounts to BEACON seeking grant funding that can be provided to the three harbors within BEACON's jurisdiction to supplement annual harbor dredging and sand by-pass operations. • BEACON staff prepared a Memorandum of Understanding (MOU) between BEACON and the three harbors which defines the roles and responsibilities of the supplemental dredging initiative. To date the Santa Barbara Harbor and Ventura Harbor District have executed the MOU and the Channel Islands Harbor is expected to execute the MOU in April 2016. • The Board is asked to consider approving the MOU. <p>BOARD ACTIONS:</p> <p>1. The Board approved unanimously the Memorandum Of Understanding for the Supplemental Dredging initiative.</p>

Item	8	<p>Santa Barbara County Debris Basin Removal Project</p> <p>a. Receive update on the Santa Barbara County Debris Basin Removal Project.</p>
Minutes/ Actions:		<p>Gerald Comati explained that BEACON Staff, in concert with the Santa Barbara County Flood Control District, submitted a full proposal for Prop1 funding through the Ocean Protection Council (OPC). The project is for the removal of debris basins located on Rattlesnake Creek and San Ysidro Creek. The requested funding was for \$539K with a \$96K matching contribution from the Flood Control District. Mr. Comati indicated that the BEACON Team was optimistic that we would be successful. A decision will be made by OPC in the summer of 2016.</p> <p>BOARD ACTIONS:</p> <p>1. The Board approved unanimously the presentation to file.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013**

Item	9	<p>Auditors Controllers Recommended Actions</p> <p>a. Receive and file Recommended Fiscal Year 2016-17 Budget (Exhibit 1).</p> <p>b. Receive and file the Budget-to-Actual report for the year-to-date period ending February 29, 2016 (Exhibit 2).</p> <p>c. Authorize the Auditor-Controller’s Office to make budgetary adjustments as follows: (requires 7/10th vote):</p> <table style="margin-left: 40px;"> <tr> <td>INCREASE Other Professional & Spec Services</td> <td style="text-align: right;">\$ 7,000</td> </tr> <tr> <td>DECREASE Contingency</td> <td style="text-align: right;">\$ 7,000</td> </tr> </table>	INCREASE Other Professional & Spec Services	\$ 7,000	DECREASE Contingency	\$ 7,000
INCREASE Other Professional & Spec Services	\$ 7,000					
DECREASE Contingency	\$ 7,000					
Minutes/ Actions:		<ul style="list-style-type: none"> • Mr. Omar Arreola of Ventura County Auditor Controllers Office indicated that the staff report had been revised slightly and that the corrected version was handed out at the beginning of the meeting. Mr. Arreola presented the three items. • The first action was for the draft FY 16/17 Budget. Mr. Arreola pointed out that the proposed budget indicates that expenditures are 30% higher than revenues and that the only anticipated revenues are from the annual dues. As a result, the shortfall has to be made up from contingency. • The second item Mr. Arreola presented was the Budget to Actuals for period ending February 29, 2016. • The third item was to transfer \$7,000 from Contingency into Professional Services to fund Amendment 1 to the Marc Beyeler Agreement. <p>Exec Director:</p> <ul style="list-style-type: none"> • Mr. Brian Brennan indicated that in the past BEACON was able to utilize a fraction of grant funding to contribute to overhead expenditures. In recent years due to the absence of grant funding this scenario has not existed. <p>BOARD ACTIONS:</p> <p>1. The Board approved all three items unanimously.</p>				

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013**

Item	10	<p>Approval of Amendment 1 to Agreement with Marc Beyeler</p> <p>a. Request the Board to approve Amendment 1 to the Agreement with Marc Beyeler for an additional \$7,000 for continued assistance in the pursuit of coastal resilience related grants and in the development and implementation of a path-forward strategy for BEACON.</p>
Minutes/ Actions:		<ul style="list-style-type: none"> • The Executive Director presented this item consisting of Amendment 1 to the existing Agreement with Marc Beyeler. Mr. Brennan indicated that the staff report and Amendment had been revised slightly and that the corrected version was handed out at the beginning of the meeting. • The Executive Director indicated that the Amendment would cover work valuable strategic planning as BEACON clarifies its role. To date, Mr. Beyeler has proved to be a valuable asset to the BEACON Team in terms of pursuing grant opportunities and his extensive knowledge and experience with Coastal Resilience Planning and strategy. <p>Director Weir:</p> <ul style="list-style-type: none"> • Director Weir asked that the scope of work for the Amendment be more specific. It was agreed that Item 2. Of the Scope of Work should add “and education” at the end of the sentence. <p>Director Wolf:</p> <ul style="list-style-type: none"> • Director Wolf asked when the Amendment scope would be performed. Mr. Brennan and Gerald Comati responded that the scope of work was for the second half of the Fiscal Year. <p>BOARD ACTIONS:</p> <p>1. The Board approved the Amendment 1 to the Marc Beyeler Contract unanimously with the revision requested by Director Weir.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013**

Item	11	<p>Membership Dues a. Receive a report on Membership Dues.</p>
Minutes/ Actions:		<ul style="list-style-type: none"> • The Executive Director presented this item in the context of the 30% shortfall between Revenue and Expenditures forecast for the FY1617 Budget. • Mr. Brennan explained that the last increase in annual dues occurred in FY08/09 and that subsequent to that, the dues were actually dropped for three consecutive years dues to the recession. <p>Director Weir:</p> <ul style="list-style-type: none"> • Director Weir agrees that an increase of the dues is warranted as Director Bennett has suggested previously in the agenda. However, Director Weir was concerned about the timing of the local agency budgeting process which will be beginning very shortly. <p>Director Bennett:</p> <ul style="list-style-type: none"> • Director Bennett suggested that the Board agree on a conceptual budget increase that could be documented in a letter to all member agencies. This could serve as a BEACON Budget place holder for the member agencies during their budget processes. The letter should recommend a 30% dues increase but also include as options a 20% and 10% increase.. • In April Staff could make presentations to the member agencies as discussed previously. These presentations would explain BEACON role in the context of today's SLR and Climate change environment. Then in May at the next Board Meeting, the Board could approve a dues increase.. • Director Bennett also suggested that going forward, the Board should consider an automatic dues increase every two years so that revenues stay up with expenditures. <p>Director Sharkey:</p> <ul style="list-style-type: none"> • Director Sharkey indicated that while clearly acknowledging the merits of a dues increase, the City of Port Hueneme was in a dire financial condition and he doubted if any increase in dues would be approved. <p>Director Perotte:</p> <ul style="list-style-type: none"> • Director Perotte acknowledged the importance of BEACON and a dues increase but stressed that outreach efforts are critical. <p>Director Shaw:</p> <ul style="list-style-type: none"> • Director Shaw indicated that he was supportive of a dues increase but also agreed with Director Perotte that outreach was critical. <p>BOARD ACTIONS:</p> <ol style="list-style-type: none"> 1. The Board received report and directed staff to prepare a letter outlining dues increase options and justifications. 2. The Board directed staff to add dues increase item to Board Agenda for May meeting.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 18, 2016

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
5775 Carpinteria Avenue, Carpinteria, CA. 93013

Item	12	Executive Director's Report and Communications.
Minutes/ Actions:		<ul style="list-style-type: none">• The Executive Director described a meeting he had with the Broad Beach team and their interest in acquiring upland sand from Ventura for use in nourishing Broad Beach.• The Executive Director indicated that Staff had been contacted by a representative of the Gaviota Coast Conservancy seeking guidance/assistance re/ the protection of the existing Palm Trees on Refugio Beach.• A member of the public, Charles Casperly of Solano Beach in Ventura, voiced his support for a dues increase for BEACON. He expressed great concern that the Coastal Commission was enforcing "no repair" conditions on new house being constructed within the coastal zone.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

Adjourn to next regular meeting May 20, 2016 at 9:00 AM in Carpinteria City Hall

STAFF REPORT

Meeting Date: May 20, 2016
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: May 16, 2016

Subject: Membership Dues

ACTIONS:

- a. Receive presentation from the Executive Director regarding increase in Membership Dues.
- b. Approve new Membership Dues for FY16/17.

DISCUSSION:

The current BEACON Dues are set in three categories: a County rate, a large city rate for Oxnard, Ventura and Santa Barbara, and a small city rate for Carpinteria, Goleta and Port Hueneme.

Agency	Approved Dues for FY 2015-16
County of Ventura	\$18,000
County of Santa Barbara	\$18,000
City of Santa Barbara	\$15,000
City of Oxnard	\$15,000
City of San Buenaventura	\$10,000*
City of Carpinteria	\$9,000
City of Port Hueneme	\$9,000
City of Goleta	\$9,000
Total	\$103,000

*Rate approved by BEACON Board in recognition of staff and technical resources provided by the City of San Buenaventura.

As discussed at the March 2016 Board Meeting the BEACON dues have not been increased since FY 08/09 and at the current rate, planned operating expenditures for FY 16-17 are projected to be approximately 30% higher than revenues. This shortfall would have to be up from Contingency, an arrangement that without additional revenue would deplete all contingency in FY18/19. Consequently, and as discussed at the March 2016 Board Meeting, Staff is recommending an Annual Dues Increase.

At the March Board Meeting the Board directed the Executive Director to submit a letter to all member agencies outlining recommended dues increase options. This letter was distributed on April 19, 2016 (see attached). A number of member agencies have responded to this letter. Most notable is the City of Port Hueneme who has indicated that as a result of the fiscal situation of the City, no BEACON Membership increases at this time are viable. In light of this situation, Staff has outlined two sets of Membership Dues increase options for FY 16-17. The first table below reflects a 10%, 20% and 30% increase options with the City of Hueneme participating in the increases. The second table



A California Joint Powers Agency

Member Agencies

- City of Carpinteria
- City of Goleta
- City of Oxnard
- City of Port Hueneme
- City of San Buenaventura
- City of Santa Barbara
- County of Santa Barbara
- County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

assumes the same increase in dues at 10%, 20% and 30%, but with the City of Port Hueneme, not participating to the dues increase.

BEACON Annual Membership Dues Increase Options (all members agencies participating)				
Agency	Current Annual Dues	OPTIONS		
		10% Increase	20% Increase	30% Increase
County of Ventura	\$18,000	\$19,800	\$21,600	\$23,400
County of Santa Barbara	\$18,000	\$19,800	\$21,600	\$23,400
City of Santa Barbara	\$15,000	\$16,500	\$18,000	\$19,500
City of Oxnard	\$15,000	\$16,500	\$18,000	\$19,500
City of San Buenaventura	\$10,000*	\$11,000*	\$12,000*	\$13,000*
City of Carpinteria	\$9,000	\$9,900	\$10,800	\$11,700
City of Port Hueneme (no increases)	\$9,000	\$9,900	\$10,800	\$11,700
City of Goleta	\$9,000	\$9,900	\$10,800	\$11,700
Total	\$103,000	\$113,300	\$123,600	\$133,900

* Rate approved by BEACON Board in recognition of administrative resources provided by the City of San Buenaventura.

BEACON Annual Membership Dues Increase Options (PH not participating)				
Agency	Current Annual Dues	OPTIONS		
		10% Increase	20% Increase	30% Increase
County of Ventura	\$18,000	\$19,800	\$21,600	\$23,400
County of Santa Barbara	\$18,000	\$19,800	\$21,600	\$23,400
City of Santa Barbara	\$15,000	\$16,500	\$18,000	\$19,500
City of Oxnard	\$15,000	\$16,500	\$18,000	\$19,500
City of San Buenaventura	\$10,000*	\$11,000*	\$12,000*	\$13,000*
City of Carpinteria	\$9,000	\$9,900	\$10,800	\$11,700
City of Port Hueneme (no increases)	\$9,000	\$9,000	\$9,000	\$9,000
City of Goleta	\$9,000	\$9,900	\$10,800	\$11,700
Total	\$103,000	\$112,400	\$121,800	\$131,200

* Rate approved by BEACON Board in recognition of administrative resources provided by the City of San Buenaventura.

Analysis

The projected operating expenditures for FY16-17 are \$132,500 and the current dues only covers 77% of the anticipated expenditures. Consequently, and as mentioned above, the gap between revenue and operating costs has to be made up from contingency.

As can be seen from second table, which represents the lower revenue options (because it assumes no increase in dues from the City of Port Hueneme), an increase of the dues by 10% will cover 85% of operating costs. A 20% increase will cover 92% of operating costs and an increase of the dues by 30% will almost entirely cover operating costs.

It is Staff's recommendation that the Board consider approval of a 30% increase in dues.

April 14th, 2016

BEACON
800 South Victoria Avenue
Ventura, CA 93009 - 1540

Subject: BEACON Membership Dues for Fiscal Year 2016/17

Dear BEACON Member Agencies:

BEACON was established in 1986 as a Joint Powers Agency (JPA) to address coastal concerns and beach preservation issues for the Santa Barbara and Ventura Counties and the coastal cities therein. Since BEACON's inception, it has operated on a shoestring budget funded through the annual membership dues and project specific grant funding when available. This strategy has subsequently maintained BEACON and allowed the successfully delivered of a number of beach nourishment capital projects and studies throughout its jurisdiction.

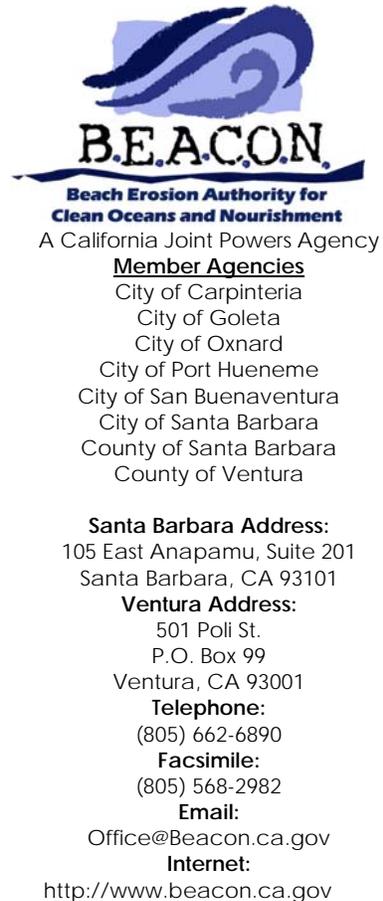
BEACON staff currently consists of:

- Executive Director – unfunded (currently pro-bono).
- Operations Manager/Program Manager – funded: local Consultant.
- Technical Advisor – funded: local Consultant.
- Legal Counsel – funded: Santa Barbara County Counsel's office.
- Financial/Accounting – funded: Ventura County Auditor Controllers Office.
- Administration – funded through reduction in annual dues: City of Ventura.
- Coastal Resilience Planning – funded: Consultant.

The effects of climate change and sea level rise on our coastline are becoming tangible issues for member agencies so BEACON, as a technical and regional planning resource needs to evolve to better serve its membership.

BEACON staff has already begun to increase its focus in this regard, however it requires additional time and technical expertise. The result has been a gradual increase in expenditures while annual revenues have remained the same. This imbalance will result in a 30% deficit in revenues projected for FY 16/17, which has to be made-up through a rapidly diminishing contingency balance. BEACON member agencies should therefore consider a strategy to increase annual membership dues for FY16/17. To this end, the table below reflects the current BEACON annual dues by member agency as well as a 10%, 20% and 30% increase in dues.

As a reminder, the BEACON dues are set in three categories, a County rate, a large city rate for Oxnard, Ventura and Santa Barbara and a small city rate for Carpinteria, Goleta and Port Hueneme. The dues have not been increased since FY 08/09. In addition, in consideration of the economic downturn, the dues were actually decreased for three concurrent years starting FY 09/10 in an amount of up to 15%. The **current** dues were resumed in FY 12/13.



BEACON Annual Membership Dues				
Agency	Current Annual Dues	10% Increase	20% Increase	30% Increase
County of Ventura	\$18,000	\$19,800	\$21,600	\$23,400
County of Santa Barbara	\$18,000	\$19,800	\$21,600	\$23,400
City of Santa Barbara	\$15,000	\$16,500	\$18,000	\$19,500
City of Oxnard	\$15,000	\$16,500	\$18,000	\$19,500
City of San Buenaventura	\$10,000*	\$11,000*	\$12,000*	\$13,000*
City of Carpinteria	\$9,000	\$9,900	\$10,800	\$11,700
City of Port Hueneme	\$9,000	\$9,900	\$10,800	\$11,700
City of Goleta	\$9,000	\$9,900	\$10,800	\$11,700
Total	\$103,000	\$113,300	\$123,600	\$133,900

*** Rate approved by BEACON Board in recognition of administrative resources provided by the City of San Buenaventura.**

As mentioned previously, the Draft BEACON Budget for FY 16/17 depicts a revenue versus expenditures deficit of 30%. This deficit can be attributed to:

- The lack of any dues increase for nine years.
- A deficit in grant funding available for BEACON general overhead.
- Incremental increases in the cost of services over the last nine years.
- The greater relevancy of BEACON in this time of climate change/sea level rise and the resulting need for expanded services to provide coastal resilience planning and additional technical expertise.

Therefore, I strongly urge during annual budget planning that member agencies recommend a 30% increase in the annual dues for BEACON to their councils and boards for FY 16/17. Please free to contact me at (805) 654-2703 or my Program Manager, Gerald Comati at (805) 962-0488 if you have any questions.

Sincerely,

Brian Brennan
 Executive Director
 805-654-2703
 805-746-5999

cc: Janet Wolf, Chair BEACON

STAFF REPORT

Meeting Date: May 20, 2016
Agenda Item: # 7



To: BEACON Board of Directors
From: Ventura County Auditor-Controller's Office
Date: May 20, 2016

A California Joint Powers Agency

Subject: Auditor-Controller Recommended Actions

Recommendations:

- a. Adopt Recommended Final Fiscal Year 2016-17 Budget, based on decision taken on Board Agenda Item# 6 "Membership Dues". (Exhibits 1.1(A) & (B), 1.2(A) & (B), 1.3 (A) & (B))
- b. Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2016-2017 budget where the Fiscal Year 2015-2016 actual year-end closing fund balance differs from the budget estimate.
- c. Receive and file the Budget-to-Actual report for the year-to-date period ending April 30, 2016 (Exhibit 2).

Discussion for Recommendation a:

Recommended Final FY 2016-17 Budget (Versions 1(A), 2(A), 3(A))

The **Recommended Final Budget for Fiscal Year 2016-2017 Versions 1(A), 2(A), and 3(A)** include total Financing Sources of \$196,240, \$206,540, \$216,840 respectively, made up primarily of member dues and interest revenue totaling \$113,730, \$124,030, and \$134,330 respectively, and projected fund balance forward from fiscal year 2015-2016 totaling \$82,510. The budget versions assume increases to the regular annual membership dues for all member agencies, Version 1(A) assumes a 10% increase, Version 2(A) assumes a 20% increase, and Version 3(A) assumes a 30% increase.

Total Expenditures of \$196,240, \$206,540, and \$216,840 respectively, are primarily overhead, combined with a contingency totaling \$61,760, \$72,060, and \$82,360 respectively.

The Recommended Final Budget versions reflect a balanced budget whereby overhead costs are less than annual revenues from membership dues plus interest earnings and appropriated fund balance.

Note: The Recommended Final Budget versions for Fiscal Year 2016-2017 were updated from that presented at the March 18, 2016 Board Meeting, to reflect an increase of 10%, 20%, and 30% to the regular annual member dues for all member agencies, on the FY 16-17 Budget.

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

Recommended Final FY 2016-17 Budget (Versions 1(B), 2(B), 3(B))

The **Recommended Final Budget for Fiscal Year 2016-2017 Versions 1(B), 2(B), and 3(B)** include total Financing Sources of \$195,340, \$204,740, \$214,140 respectively, made up primarily of member dues and interest revenue totaling \$112,830, \$122,230, and \$131,630 respectively, and projected fund balance forward from fiscal year 2015-2016 totaling \$82,510. The budget versions assume increases to the regular annual membership dues for all member agencies with the exception of the City of Port Hueneme which will remain at the current regular annual membership dues, Version 1(B) assumes a 10% increase, Version 2(B) assumes a 20% increase, and Version 3(B) assumes a 30% increase.

Total Expenditures of \$195,340, \$204,740, and \$214,140 respectively, are primarily overhead, combined with a contingency totaling \$60,860, \$70,260, and \$79,660 respectively.

The Recommended Final Budget versions reflect a balanced budget whereby overhead costs are less than annual revenues from membership dues plus interest earnings and appropriated fund balance.

Note: The Recommended Final Budget versions for Fiscal Year 2016-2017 were updated from that presented at the March 18, 2016 Board Meeting, to reflect an increase of 10%, 20%, and 30% to the regular annual member dues for all member agencies with the exception of the City of Port Hueneme, on the FY 16-17 Budget.

Discussion for Recommendation b:

Every year the actual year-end closing fund balance differs slightly from the estimated year-end closing fund balance. This allows the Auditor-Controller's Office to adjust the fund balance, with a corresponding increase or decrease to contingency to balance the budget.

Discussion for Recommendation c:

Receive and file report from Ventura County Auditor-Controller's Office on Budget-to-Actual for Fiscal Year 2015-16 for the period ending April 30, 2016 (Exhibit 2).

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2016-2017

Fund 0025	Division/ Unit Code	Account Code	FY 2014-15 Actual	FY 2015-16 Estimated Actual	FY 2016-17 Recommended March 18, 2016	FY 2016-17 Adopted by BEACON Board May 20, 2016
-----------	---------------------------	-----------------	----------------------	-----------------------------------	---	--

EXPENDITURES

Services and Supplies

Overhead:

Insurance	5665	2072	3,241	3,124	3,500	3,500
Memberships and Dues - (Cal Coast)	5665	2131	500	2,000	2,000	2,000
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	106	-	-	-
Miscellaneous Expense - (Misc Office Exp / Public Relations)	5665	2179	-	-	10,000	10,000
Miscellaneous Expense - (Permit/Planning Fees)	5665	2179	-	-	-	-
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info)	5665	2179	-	-	1,000	1,000
Miscellaneous Expense - (SCCBEP)	5665	2179	-	-	-	-
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	11,996	15,000	15,000	15,000
Engineering and Technical Surveys - (Proj Mgmt - COM3)	5665	2183	44,991	47,000	47,000	47,000
Engineering and Technical Surveys - (Tech Services - SAIC)	5665	2183	-	-	-	-
Attorney Services - (Co of Sta Barbara)	5665	2185	5,110	12,000	12,000	12,000
Other Professional & Spe Srvs- (Accounting Services - Co of Ventur	5665	2199	13,200	9,500	15,000	15,000
Other Professional & Spe Srvs - (Biennial Audit Services)	5665	2199	7,000	1,000	8,000	9,980
Other Professional & Spe Srvs- (Marc Beyeler)	5665	2199	3,500	14,000	15,000	15,000
Other Professional & Spe Srvs- (Pam Baumgardner)	5665	2199	2,500	1,000	-	-
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	5665	2292	3,862	1,500	4,000	4,000
Total Overhead			96,006	106,124	132,500	134,480

Grants - CS MMP:

Engineering and Technical Surveys - (CS MMP - DBAW Turb Study	5665	2183	-	-	-	-
Total Grants - CS MMP			-	-	-	-

Total Services and Supplies

Contingencies	5665	6101	-	-	53,440	61,760
Total Contingencies			-	-	53,440	61,760
TOTAL EXPENDITURES			96,006	106,124	185,940	196,240

FINANCING SOURCES

Beginning Fund Balance Appropriated			77,765	85,203	82,510	82,510
Investment Income - (Interest Earnings)	5665	8911	444	430	430	430
Other Governmental Agencies - (Member Dues/Assessments)	5665	9371	103,000	103,000	103,000	113,300
Total Revenue			103,444	103,430	103,430	113,730
TOTAL FINANCING SOURCES			181,209	188,633	185,940	196,240
Actual / Projected Fund Balance			85,203	82,510		

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2016-2017

Fund 0025	Division/ Unit Code	Account Code	FY 2014-15 Actual	FY 2015-16 Estimated Actual	FY 2016-17 Recommended March 18, 2016	FY 2016-17 Adopted by BEACON Board May 20, 2016
-----------	---------------------------	-----------------	----------------------	-----------------------------------	---	--

EXPENDITURES

Services and Supplies

Overhead:

Insurance	5665	2072	3,241	3,124	3,500	3,500
Memberships and Dues - (Cal Coast)	5665	2131	500	2,000	2,000	2,000
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	106	-	-	-
Miscellaneous Expense - (Misc Office Exp / Public Relations)	5665	2179	-	-	10,000	10,000
Miscellaneous Expense - (Permit/Planning Fees)	5665	2179	-	-	-	-
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info)	5665	2179	-	-	1,000	1,000
Miscellaneous Expense - (SCCBEP)	5665	2179	-	-	-	-
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	11,996	15,000	15,000	15,000
Engineering and Technical Surveys - (Proj Mgmt - COM3)	5665	2183	44,991	47,000	47,000	47,000
Engineering and Technical Surveys - (Tech Services - SAIC)	5665	2183	-	-	-	-
Attorney Services - (Co of Sta Barbara)	5665	2185	5,110	12,000	12,000	12,000
Other Professional & Spe Srvs- (Accounting Services - Co of Ventur	5665	2199	13,200	9,500	15,000	15,000
Other Professional & Spe Srvs - (Biennial Audit Services)	5665	2199	7,000	1,000	8,000	9,980
Other Professional & Spe Srvs- (Marc Beyeler)	5665	2199	3,500	14,000	15,000	15,000
Other Professional & Spe Srvs- (Pam Baumgardner)	5665	2199	2,500	1,000	-	-
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	5665	2292	3,862	1,500	4,000	4,000
Total Overhead			96,006	106,124	132,500	134,480

Grants - CS MMP:

Engineering and Technical Surveys - (CS MMP - DBAW Turb Study	5665	2183	-	-	-	-
Total Grants - CS MMP			-	-	-	-

Total Services and Supplies

Contingencies	5665	6101	-	-	53,440	60,860
Total Contingencies			-	-	53,440	60,860
TOTAL EXPENDITURES			96,006	106,124	185,940	195,340

FINANCING SOURCES

Beginning Fund Balance Appropriated			77,765	85,203	82,510	82,510
Investment Income - (Interest Earnings)	5665	8911	444	430	430	430
Other Governmental Agencies - (Member Dues/Assessments)	5665	9371	103,000	103,000	103,000	112,400
Total Revenue			103,444	103,430	103,430	112,830
TOTAL FINANCING SOURCES			181,209	188,633	185,940	195,340
Actual / Projected Fund Balance			85,203	82,510		

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2016-2017

Fund 0025	Division/ Unit Code	Account Code	FY 2014-15 Actual	FY 2015-16 Estimated Actual	FY 2016-17 Recommended March 18, 2016	FY 2016-17 Adopted by BEACON Board May 20, 2016
-----------	---------------------------	-----------------	----------------------	-----------------------------------	---	--

EXPENDITURES

Services and Supplies

Overhead:

Insurance	5665	2072	3,241	3,124	3,500	3,500
Memberships and Dues - (Cal Coast)	5665	2131	500	2,000	2,000	2,000
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	106	-	-	-
Miscellaneous Expense - (Misc Office Exp / Public Relations)	5665	2179	-	-	10,000	10,000
Miscellaneous Expense - (Permit/Planning Fees)	5665	2179	-	-	-	-
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info)	5665	2179	-	-	1,000	1,000
Miscellaneous Expense - (SCCBEP)	5665	2179	-	-	-	-
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	11,996	15,000	15,000	15,000
Engineering and Technical Surveys - (Proj Mgmt - COM3)	5665	2183	44,991	47,000	47,000	47,000
Engineering and Technical Surveys - (Tech Services - SAIC)	5665	2183	-	-	-	-
Attorney Services - (Co of Sta Barbara)	5665	2185	5,110	12,000	12,000	12,000
Other Professional & Spe Srvs- (Accounting Services - Co of Ventur	5665	2199	13,200	9,500	15,000	15,000
Other Professional & Spe Srvs - (Biennial Audit Services)	5665	2199	7,000	1,000	8,000	9,980
Other Professional & Spe Srvs- (Marc Beyeler)	5665	2199	3,500	14,000	15,000	15,000
Other Professional & Spe Srvs- (Pam Baumgardner)	5665	2199	2,500	1,000	-	-
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	5665	2292	3,862	1,500	4,000	4,000
Total Overhead			96,006	106,124	132,500	134,480

Grants - CS MMP:

Engineering and Technical Surveys - (CS MMP - DBAW Turb Study	5665	2183	-	-	-	-
Total Grants - CS MMP			-	-	-	-

Total Services and Supplies			96,006	106,124	132,500	134,480
Contingencies	5665	6101	-	-	53,440	72,060
Total Contingencies			-	-	53,440	72,060
TOTAL EXPENDITURES			96,006	106,124	185,940	206,540

FINANCING SOURCES

Beginning Fund Balance Appropriated			77,765	85,203	82,510	82,510
Investment Income - (Interest Earnings)	5665	8911	444	430	430	430
Other Governmental Agencies - (Member Dues/Assessments)	5665	9371	103,000	103,000	103,000	123,600
Total Revenue			103,444	103,430	103,430	124,030
TOTAL FINANCING SOURCES			181,209	188,633	185,940	206,540
Actual / Projected Fund Balance			85,203	82,510		

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2016-2017

Fund 0025	Division/ Unit Code	Account Code	FY 2014-15 Actual	FY 2015-16 Estimated Actual	FY 2016-17 Recommended March 18, 2016	FY 2016-17 Adopted by BEACON Board May 20, 2016
-----------	---------------------------	-----------------	----------------------	-----------------------------------	---	--

EXPENDITURES

Services and Supplies

Overhead:

Insurance	5665	2072	3,241	3,124	3,500	3,500
Memberships and Dues - (Cal Coast)	5665	2131	500	2,000	2,000	2,000
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	106	-	-	-
Miscellaneous Expense - (Misc Office Exp / Public Relations)	5665	2179	-	-	10,000	10,000
Miscellaneous Expense - (Permit/Planning Fees)	5665	2179	-	-	-	-
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info)	5665	2179	-	-	1,000	1,000
Miscellaneous Expense - (SCCBEP)	5665	2179	-	-	-	-
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	11,996	15,000	15,000	15,000
Engineering and Technical Surveys - (Proj Mgmt - COM3)	5665	2183	44,991	47,000	47,000	47,000
Engineering and Technical Surveys - (Tech Services - SAIC)	5665	2183	-	-	-	-
Attorney Services - (Co of Sta Barbara)	5665	2185	5,110	12,000	12,000	12,000
Other Professional & Spe Srvs- (Accounting Services - Co of Ventur	5665	2199	13,200	9,500	15,000	15,000
Other Professional & Spe Srvs - (Biennial Audit Services)	5665	2199	7,000	1,000	8,000	9,980
Other Professional & Spe Srvs- (Marc Beyeler)	5665	2199	3,500	14,000	15,000	15,000
Other Professional & Spe Srvs- (Pam Baumgardner)	5665	2199	2,500	1,000	-	-
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	5665	2292	3,862	1,500	4,000	4,000
Total Overhead			96,006	106,124	132,500	134,480

Grants - CS MMP:

Engineering and Technical Surveys - (CS MMP - DBAW Turb Study	5665	2183	-	-	-	-
Total Grants - CS MMP			-	-	-	-

Total Services and Supplies

Contingencies	5665	6101	-	-	53,440	70,260
Total Contingencies			-	-	53,440	70,260
TOTAL EXPENDITURES			96,006	106,124	185,940	204,740

FINANCING SOURCES

Beginning Fund Balance Appropriated			77,765	85,203	82,510	82,510
Investment Income - (Interest Earnings)	5665	8911	444	430	430	430
Other Governmental Agencies - (Member Dues/Assessments)	5665	9371	103,000	103,000	103,000	121,800
Total Revenue			103,444	103,430	103,430	122,230
TOTAL FINANCING SOURCES			181,209	188,633	185,940	204,740
Actual / Projected Fund Balance			85,203	82,510		

**BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2016-2017**

Fund 0025	Division/ Unit Code	Account Code	FY 2014-15 Actual	FY 2015-16 Estimated Actual	FY 2016-17 Recommended March 18, 2016	FY 2016-17 Adopted by BEACON Board May 20, 2016
-----------	---------------------------	-----------------	----------------------	-----------------------------------	---	--

EXPENDITURES

Services and Supplies

Overhead:

Insurance	5665	2072	3,241	3,124	3,500	3,500
Memberships and Dues - (Cal Coast)	5665	2131	500	2,000	2,000	2,000
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	106	-	-	-
Miscellaneous Expense - (Misc Office Exp / Public Relations)	5665	2179	-	-	10,000	10,000
Miscellaneous Expense - (Permit/Planning Fees)	5665	2179	-	-	-	-
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info)	5665	2179	-	-	1,000	1,000
Miscellaneous Expense - (SCCBEP)	5665	2179	-	-	-	-
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	11,996	15,000	15,000	15,000
Engineering and Technical Surveys - (Proj Mgmt - COM3)	5665	2183	44,991	47,000	47,000	47,000
Engineering and Technical Surveys - (Tech Services - SAIC)	5665	2183	-	-	-	-
Attorney Services - (Co of Sta Barbara)	5665	2185	5,110	12,000	12,000	12,000
Other Professional & Spe Srvs- (Accounting Services - Co of Ventur	5665	2199	13,200	9,500	15,000	15,000
Other Professional & Spe Srvs - (Biennial Audit Services)	5665	2199	7,000	1,000	8,000	9,980
Other Professional & Spe Srvs- (Marc Beyeler)	5665	2199	3,500	14,000	15,000	15,000
Other Professional & Spe Srvs- (Pam Baumgardner)	5665	2199	2,500	1,000	-	-
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	5665	2292	3,862	1,500	4,000	4,000
Total Overhead			96,006	106,124	132,500	134,480

Grants - CS MMP:

Engineering and Technical Surveys - (CS MMP - DBAW Turb Study	5665	2183	-	-	-	-
Total Grants - CS MMP			-	-	-	-

Total Services and Supplies

Contingencies	5665	6101	-	-	53,440	82,360
Total Contingencies			-	-	53,440	82,360
TOTAL EXPENDITURES			96,006	106,124	185,940	216,840

FINANCING SOURCES

Beginning Fund Balance Appropriated			77,765	85,203	82,510	82,510
Investment Income - (Interest Earnings)	5665	8911	444	430	430	430
Other Governmental Agencies - (Member Dues/Assessments)	5665	9371	103,000	103,000	103,000	133,900
Total Revenue			103,444	103,430	103,430	134,330
TOTAL FINANCING SOURCES			181,209	188,633	185,940	216,840
Actual / Projected Fund Balance			85,203	82,510		

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2016-2017

Fund 0025	Division/ Unit Code	Account Code	FY 2014-15 Actual	FY 2015-16 Estimated Actual	FY 2016-17 Recommended March 18, 2016	FY 2016-17 Adopted by BEACON Board May 20, 2016
-----------	---------------------------	-----------------	----------------------	-----------------------------------	---	--

EXPENDITURES

Services and Supplies

Overhead:

Insurance	5665	2072	3,241	3,124	3,500	3,500
Memberships and Dues - (Cal Coast)	5665	2131	500	2,000	2,000	2,000
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	106	-	-	-
Miscellaneous Expense - (Misc Office Exp / Public Relations)	5665	2179	-	-	10,000	10,000
Miscellaneous Expense - (Permit/Planning Fees)	5665	2179	-	-	-	-
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info)	5665	2179	-	-	1,000	1,000
Miscellaneous Expense - (SCCBEP)	5665	2179	-	-	-	-
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	11,996	15,000	15,000	15,000
Engineering and Technical Surveys - (Proj Mgmt - COM3)	5665	2183	44,991	47,000	47,000	47,000
Engineering and Technical Surveys - (Tech Services - SAIC)	5665	2183	-	-	-	-
Attorney Services - (Co of Sta Barbara)	5665	2185	5,110	12,000	12,000	12,000
Other Professional & Spe Srvs- (Accounting Services - Co of Ventur	5665	2199	13,200	9,500	15,000	15,000
Other Professional & Spe Srvs - (Biennial Audit Services)	5665	2199	7,000	1,000	8,000	9,980
Other Professional & Spe Srvs- (Marc Beyeler)	5665	2199	3,500	14,000	15,000	15,000
Other Professional & Spe Srvs- (Pam Baumgardner)	5665	2199	2,500	1,000	-	-
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)	5665	2292	3,862	1,500	4,000	4,000
Total Overhead			96,006	106,124	132,500	134,480

Grants - CS MMP:

Engineering and Technical Surveys - (CS MMP - DBAW Turb Study	5665	2183	-	-	-	-
Total Grants - CS MMP			-	-	-	-

Total Services and Supplies

Contingencies	5665	6101	-	-	53,440	79,660
Total Contingencies			-	-	53,440	79,660
TOTAL EXPENDITURES			96,006	106,124	185,940	214,140

FINANCING SOURCES

Beginning Fund Balance Appropriated			77,765	85,203	82,510	82,510
Investment Income - (Interest Earnings)	5665	8911	444	430	430	430
Other Governmental Agencies - (Member Dues/Assessments)	5665	9371	103,000	103,000	103,000	131,200
Total Revenue			103,444	103,430	103,430	131,630
TOTAL FINANCING SOURCES			181,209	188,633	185,940	214,140
Actual / Projected Fund Balance			85,203	82,510		

BEACON FUND 0025
YEAR TO DATE BUDGET TO ACTUAL FY 2015-16
FOR THE MONTH ENDING APRIL 30, 2016 (83.33% of year)

Unit	Account Number	Title	BUDGET			ACTUAL YTD				
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	Variance Favorable (Unfavorable)	
UNASSIGNED FUND BALANCE										
		Beginning Balance	78,046		78,046	85,203.32		85,203.32	7,157.32	
	5995	Appropriated Fund Balance	78,046	-	78,046	85,203.32		85,203.32	7,157.32	
REVENUE										
5665	8911	Investment Income - (Interest Earnings)	430		430	210.30		210.30	(219.70)	49%
5665	9371	Other Governmental Agencies - (Member Dues)	103,000		103,000	103,000.00		103,000.00	-	100%
5665	9770	Contributions and Donations	-		-	5.00		5.00	5.00	0%
		Total Revenue	103,430	-	103,430	103,215.30		103,215.30	(214.70)	100%
		TOTAL SOURCES	181,476	-	181,476	188,418.62		188,418.62	6,942.62	104%
EXPENDITURES										
5665	2072	Insurance	3,500		3,500	3,123.62		3,123.62	376.38	89%
5665	2131	Membership Dues (Cal Coast)	2,000		2,000	1,500.00		1,500.00	500.00	75%
5665	2179	Miscellaneous Expenses (Admin/Legal - Bag Ban, Kelp Anchor Permits, Misc Office Exp, Permit /Planning Fees,	9,000		9,000	110.98		110.98	8,889.02	1%
5665	2183	Engineering and Technical Surveys (Tech Advisor- J Bailard, Proj Mgmt - COM3, Tech Services-SAIC)	62,000		62,000	48,172.36	13,827.64	62,000.00	-	100%
5665	2185	Attorney Services (Co of Sta Barbara)	12,000		12,000	2,660.00	9,340.00	12,000.00	-	100%
5665	2199	Other Professional & Spe Srvs (Accounting Srv - Co of Ventura, Biennial Audit, Marc Beyeler, Pam Baumgardner)	15,000	7,000	22,000	(5,950.00)	750.00	(5,200.00)	27,200.00	-24%
5665	2292	Travel Expenses (Misc Payments, Travel & Conf.)	6,000		6,000	809.76		809.76	5,190.24	14%
		Total Overhead Expenditures	109,500	7,000	116,500	50,426.72	23,917.64	74,344.36	42,155.64	64%
5665	6101	Contingency	71,976	(7,000)	64,976	0.56		-	64,976.00	0%
		TOTAL EXPENDITURES	181,476	-	181,476	50,426.72	23,917.64	74,344.36	107,131.64	41%
		Ending Unassigned Fund Balance			-			137,991.90		

Note: Amounts with "()" in the ACTUAL column reflect FY15 accruals in excess of actual expenditures to date

STAFF REPORT

Meeting Date: 05/20/16
Agenda Item: 8

To: BEACON Board of Directors
From: Executive Director
Date 05/10/16

Subject: FY 2016-2017 Annual Staff/Consultant Agreements

REQUIRED ACTIONS:

- a. Approve Technical Advisor Services Contract in the amount of \$15,000 with Jim Bailard.
- b. Approve Legal Services Contract for \$12,000 with Santa Barbara County Counsel.
- c. Approve Auditor Services Contract for \$15,000 with Ventura County Auditor-Controller.
- d. Approve Program Management Services Contract with COM3 Consulting for \$47,000.
- e. Approve Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for \$15,000.
- f. Approve Bi-Annual Audit Contract with Fedak & Brown LLP for \$9,980 for FY1415 and FY1516.

DISCUSSION:

Since BEACON has no employees, all functions are carried out by either member agencies' staff or contract consultants. The consultant positions are for Program Management, Technical Overview, Strategic Planning and Grant Pursuit. These positions are being provided by Gerald Comati of COM3 Consulting, Jim Bailard and Marc Beyeler. All three individuals are uniquely qualified to fulfill these roles and their knowledge and understanding of BEACON is extensive. For these reasons, their continued use during FY 1617 is recommended.

For FY 16-17, BEACON expects to focus on the following core activities:

- ◆ Amendment to BEACON CRSMP to address SLR and Climate Change.
- ◆ Delivery of the Goleta Bay Kelp Anchor Demonstration Project.
- ◆ Continue to serve as local sponsor for the USCOE's Oil Piers Artificial Reef Project and pursue Federal funding.
- ◆ Redesign of the South Central Coast Enhancement Program (SCCBEP).
- ◆ Implementation of the Santa Barbara County Debris Basin Removal Project as well as continued development of partnership programs with the Santa Barbara and Ventura counties Flood Control District for Debris Basin modification or removal projects.
- ◆ Implementation of the Supplemental Dredging Program.
- ◆ Pursue regional initiatives to enhance coastal sediment.

The total proposed amount for annual agency/consultant services contracts is \$104,000, which is an increase of \$15,000 over the original budget approved for FY 15-16.



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

In addition to the annual contracts, this year, staff has included the bi-annual audit contract with Fedak & Brown LLP for consideration by the Board. Fedak & Brown LLP successfully completed the Bi-Annual audit for FY 13-14 and FY 14-15 and their proposal is considered very reasonable.

All contract recommendations are based upon a consensus of BEACON's administrative staff and reflect the planned expectations of contracts and grants now approved. If additional projects are approved/funded during the fiscal year, additional services and/or budget may be required.

Agreement Between

James A. Bailard

and

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

for

**Technical Advisor Services
FY 2016-2017**



This Agreement is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT, a California Joint Powers Agency hereinafter referred to as "BEACON", and JAMES A. BAILARD, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, the Governing Board of BEACON requires the services of an experienced oceanographer with special training, background, and experience to provide special services and oversee certain projects from time to time undertaken by BEACON, and

WHEREAS, CONTRACTOR has the necessary special training, background and experience to perform the services required;

NOW, THEREFORE, IT IS AGREED as follows:

1. CONTRACTOR, shall provide professional services for BEACON in connection with projects, programs and surveys undertaken in accordance with plans, specifications and guidelines approved by BEACON and in conformity with the conditions and directions authorized by BEACON.
2. CONTRACTOR, acting under the supervision of and at the direction of the Executive Director of BEACON or his deputy, who shall act in consultation with the Chair, shall perform services, as directed, in connection with the development, supervision, administration and analysis of the programs, projects and surveys undertaken by BEACON.
3. CONTRACTOR shall be responsible to:
 - a. Prepare studies and assessments for ongoing or potential BEACON projects.
 - b. Review deliverables prepared by consultants to BEACON as required.
 - c. Prepare and review forms for proposals and advertisements for notices to potential contractors, and other services in connection with the award of contracts.
 - d. Analyze and recommend regarding consultant requested scope and cost changes for specific projects.
 - e. Coordinate activities with BEACON staff and consultants to verify that work is to specification.
 - f. Provide guidance necessary to keep projects on schedule.
 - g. Supervise the maintenance of appropriate records and data.
 - h. As required, furnish and update forecasts of cash flow requirements and deviations for projects/programs where Contractor is providing services.
 - i. Maintain reports on progress of the projects/programs.

- j. As needed, assist in the review and approval of billings and pay requests from contractors and make recommendations to BEACON regarding payments.
- k. Perform other special consultation, supervisory and professional services required by the Executive Director of BEACON.

4. BEACON agrees to pay CONTRACTOR at the rate of One Hundred and Thirty Dollars (\$135.00) for each hour actually and reasonably employed in the performance of services under this Agreement. Payment shall be based upon hourly work records, approved by the Executive Director of BEACON and the Auditor-Controller of the County of Ventura, and shall be paid within thirty days of approval unless otherwise addressed in Article 10 below. CONTRACTOR shall render itemized monthly statements to the BEACON Executive Director detailing payments earned and expenses incurred, upon claim forms as may be provided. CONTRACTOR shall keep records concerning reimbursable items on a generally recognized accounting basis and shall make such records available to BEACON for audit or inspections. CONTRACTOR shall be reimbursed for reasonable travel, meals, lodging and other expenses necessarily incurred in performance of the work assigned for expenses approved in advance by the Executive Director of BEACON. Such expenses may include the actual costs of automobile travel at the rate of \$.500 per mile; air fare and car rental necessarily incurred at actual cost; maps, drawings, reproductions, printed and presentation materials at actual cost incurred; overnight lodging and meals necessary when detained for the work assigned at actual cost (not to exceed \$85 per day for lodging and the following for meals: \$8 for breakfast, \$12 for lunch \$16 for dinner) and the actual costs of other materials, services and supplies as are approved in advance by BEACON Executive Director. Total payment for services, including reimbursable expenses under the provisions of this Agreement shall not exceed the sum of \$15,000.00 in any fiscal year, without approval of the Board of Directors of BEACON.

5. CONTRACTOR shall file such estimated state and federal earning statements and pay such taxes as may be required resulting from earnings under this contract. If BEACON is charged with any taxes, interest or penalties due by reason of CONTRACTOR's failure to comply with the terms of this paragraph, CONTRACTOR shall indemnify BEACON in full and BEACON may, in such case, withhold such sum from any funds due CONTRACTOR under this or any subsequent contract.

6. This agreement shall be for the term of one year commencing July 1, 2016 and ending June 30, 2017.

CONTRACTOR is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work as specified in this Agreement. CONTRACTOR makes no warranty, either expressed or implied, as to his findings, opinions, recommendations, factual presentations, or

professional advice other than they were promulgated after following a practice usual to his profession.

8. 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.

9. This Agreement may be terminated by either party without cause or justification upon 14 days written notice of intent to terminate, or as may be otherwise agreeable to both parties.

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

11. At all times during the term of this Agreement, CONTRACTOR shall have and maintain a policy of liability insurance covering the use of automobiles in connection with the business of CONTRACTOR with a company or companies and in amounts which satisfy statutory minimums as required by law, or, at the direction of the Executive Director of BEACON, such higher limits as may be required by said Executive Director. At all times during the term of this Agreement, CONTRACTOR shall maintain a policy or policies of insurance with a company or companies satisfactory to the Executive Director of BEACON, providing coverage for errors and omissions in the performance of professional services, in an amount of at least One Million Dollars (\$1,000,000) and provide a certificate of such insurance which requires notice to BEACON at least thirty (30) days before cancellation.

12. This Agreement is entered into to secure the personal services of CONTRACTOR and neither the performance of this agreement nor the duties hereunder may be assigned, subcontracted or transferred by CONTRACTOR without the prior written consent of the Executive Director of BEACON.

13. CONTRACTOR understands and agrees that he is an independent contractor and not an employee of BEACON, and shall be free to exercise his own initiative, discretion and judgment in the performance of duties under this agreement, except as might otherwise be restricted herein.

14. Nothing in this Agreement restricts BEACON from applying its staff or personnel, or staff or personnel available from member agencies, volunteers, or other agents or contracted services to the tasks identified or to related or similar tasks or projects.

15. Prior to providing services on a project/program, the hours to be worked by CONTRACTOR shall be approved by the BEACON Executive Director according to the requirements of the projects assigned and based upon the direct needs of BEACON.

16. 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, he 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.

17. CONTRACTOR shall maintain weekly contact with BEACON Executive Director during the progress of any programs, projects or surveys undertaken by BEACON and shall keep the Executive Director informed of the progress and all changes, deviations and alterations discovered or made known to CONTRACTOR during the course of the project.

18. 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.

19. All materials developed and or obtained pursuant to or by reason of employment under this agreement shall be and remain the property of BEACON and shall be returned to BEACON and protected by CONTRACTOR as necessary to maintain the rights and use of such property for BEACON.

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

CONTRACTOR

BEACON

By: _____
Name: James A. Bailard
Title: _____
Date: _____

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

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Rachel Van Mullem
Chief Assistant County Counsel,
Counsel for BEACON

**AGREEMENT TO PROVIDE MANAGEMENT AND 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") and is entered into this 20th day of May, 2016, with respect to the following:

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

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

WHEREAS, the County Counsel 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, 2016, to and including June 30, 2017. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 3 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.** The County of Santa Barbara, through the County Counsel's Office, shall provide management and 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 or renewal of the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the Office of County Counsel effective during the term of the agreement. The current rate is \$140.00.

- 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 Santa Barbara County Counsel.
4. **Fiscal year 2016/2017 Contract Costs.** Executive and managerial services costs for 2016/2017 are projected at \$12,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County Counsel 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 Counsel 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 Counsel 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 County Counsel will meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** Statutory indemnification and contribution provisions as found in Government Code Title 1, Division 3.6, Chapter 21, Section 895 et seq. are applicable to this agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior 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 Contract.** 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 Management and Legal Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 16-17

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date last signed.

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

BEACON, a California Joint
Powers Agency

By: _____
Name: DENNIS MARSHALL
Title: COUNTY COUNSEL
Date: _____

By: _____
Name: Janet Wolf
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 16/17**

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, 2016, to and including June 30, 2017. 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.** The costs for accounts payable services shall be charged at the County Board approved contract service rate for accounts payable transactions. 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 by both Parties 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

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 16-17

- Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by journal voucher.
4. Fiscal year 2016-17 Agreement Costs. Accounting services costs for 2016-17 are not to exceed \$15,000 including accounting and accounts payable charges. 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 \$15,000 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.** Statutory indemnification and contribution provisions as found in Government Code Title 1, Division 3.6, Chapter 21, are applicable to 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 16-17

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2016.

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: Janet Wolf
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Name: Rachel Van Mullem
Title: Chief Assistant County Counsel,
Counsel for BEACON

Agreement Between

COM3 Consulting Inc.

and

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

for

**Project Management Services
FY 2016-2017**



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 contract 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 2016-2017.

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, 2016 and shall complete the Services on June 30, 2017. 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 \$47,000.

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. All technical and professional work will be performed by Gerald Comati unless otherwise agreed to by BEACON. CONSULTANT'S staff assignments shall not be changed without the prior written consent of BEACON.

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 Term 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 total compensation received 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 Term XI for personal injury or property damage incurred by third parties.

The release from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is

limited and shall extend to the related entities of such party and its and their directors, officers and employees.

Under no circumstances shall CONSULTANT be liable to BEACON for any consequential or incidental damages including but not limited to loss of use or loss of revenue.

XI. Indemnity

Each party will hold harmless, indemnify and defend the other party against all claims, demands, suits, judgements, expenses, and costs of any and every kind, insofar as it may legally do so, occurring or resulting from negligent or wrongful acts of the officers, agents, or employees of the indemnifying party in the performance of this Agreement.

XII. Insurance

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

- A. Workers' Compensation Insurance with an insurance company acceptable to BEACON. Statutory Workers' Compensation and Employer's Liability Insurance, with limits of at least One Million Dollars (\$1,000,000.00) shall cover all employees while performing any work incidental to the performance of this Agreement.
- 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 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 contract.
- 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 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 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 contract 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. Audits

CONSULTANT shall maintain books, accounts and records of its recoverable costs in accordance with generally accepted accounting principles and practices. For the duration of the Agreement, and for a period of three (3) years thereafter, BEACON and its representatives shall have the right to examine during CONSULTANT'S normal business hours these books, accounts, records and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Agreement.

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
501 Poli St.
P.O. Box 99
Ventura, CA 93001
Attn: Brian Brennan, Executive Director

To CONSULTANT: COM3 Consulting Inc.
1943 Grand Avenue Street
Santa Barbara, CA 93103
Attn: Gerald Comati P.E., President
Tax ID No: 77-0543593

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

All reports and other data developed by CONSULTANT shall become the property of BEACON when prepared, whether delivered to BEACON or not.

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.

*BEACON/COM3 Consulting Agreement
Project Management Services*

FY 2016-2017

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

CONSULTANT

BEACON

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

By: _____
Name: Janet Wolf
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Rachel Van Mullem
Chief Assistant County Counsel,
Counsel for BEACON

1. General/Project Management

- a. Develop/maintain Project Status Reports for all projects with which BEACON is involved.
- b. Attend project status meetings as necessary.
- c. Report to BEACON Board on status of projects and project issues as required.
- d. Interface with Executive Director as it relates to on-going operations of BEACON.
- e. Interface with BEACON Legal Counsel on BEACON operational and project specific issues as required.
- f. Coordination with other agencies and entities to support coastal projects, studies and initiatives within the region.
- g. Assist Executive Director and other management team members regarding community out-reach efforts.
- h. Coordinate with Funding Agencies as required.

2. Consultant Contracts

- a. Prepare Consultant Contracts and Amendments.
- b. Review, evaluate and negotiate Consultant cost proposals for new services to BEACON.
- c. Review and comment on contract deliverables prepared by consultants.
- d. Track and monitor progress and expenditures of consultant work.
- e. Serve as liaison between consultants and BEACON.
- f. Prepare approval forms for consultant invoices.

3. Project Cost Estimates

- a. Develop and maintain Active BEACON Projects cost estimates as required.

4. Schedules

- a. Develop Active BEACON Projects schedules as necessary.
- b. Maintain and update schedules through life of Active BEACON Projects and provide copies to BEACON staff and Board of Directors.

5. Grant Opportunities and Consultant Selection

- a. In coordination with BEACON Executive Director and other Staff/Consultants prepare grant applications for new work as opportunities present themselves.
- b. Prepare Requests for Proposals (RFP) as required and coordinate Consultant selection process.

6. Budget

- a. In coordination with Auditor Controller track and maintain BEACON budgets and grant funding.
- b. In coordination with Auditor Controller develop annual budget.
- c. Review claims against grants prepared by Auditor Controller.
- d. Prepare invoice approval forms for all contractor invoices.

7. Specific Project Involvement

- a. Amendment to BEACON CRSMP to address SLR and Climate Change.
- b. Delivery of the Goleta Bay Kelp Anchor Demonstration Project.
- c. Continue to serve as local sponsor for the USCOE's Oil Piers Artificial Reef Project and pursue Federal funding and support USCOE regarding delivery Project, including public outreach.
- d. Pursue a new design for the South Central Coastal Beach Enhancement Project (SCCBEP).

BEACON/COM3 Consulting Inc. Agreement *Fiscal Year 2016-2017*
Project Management Services - APPENDIX A – SCOPE OF SERVICES

- e. Develop partnership program with the Santa Barbara and Ventura counties Flood Control Districts for Debris Basin modification or removal projects.
- f. Implementation of the Supplemental Dredging Program.
- g. Pursue regional initiatives to enhance coastal sediment.
- h. Pursue development of other BEACON projects.

PROJECT SCHEDULE

COM3 Consulting agrees to start the scope of services described above by July 1, 2016 and complete the scope by June 30, 2017.

APPENDIX B - COMPENSATION

May 20, 2016

COM3 Consulting Contract with BEACON for Program Management Services

Labor

Name	Project	All In Labor Rate \$/hr	Hrs	Labor \$	Expenses	Total Cost	Comments
Gerald Comati	Overhead	135	346	46,710	290	47,000	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Total Labor				46,710	290	47,000	

Total Contract \$47,000

AGREEMENT FOR SERVICES

This Agreement is entered into by:

BEACON

And

Marc Beyeler (“Contractor”)
Principal/Senior Associate
MBA Associates
111 El Camino Real
Berkeley, CA 94705
Phone: 510-316-6095
e: marcbeyeler@mac.com

I. SCOPE OF WORK.

A. SCOPE OF WORK (“Services”):

1. Climate and sea level rise adaptation planning. Assist BEACON staff and consultants in developing climate and sea level rise adaptation planning and education.
2. Organizational/Program Assistance: Assist BEACON staff and consultants in analyzing and implementing supporting tasks.
3. Financial Planning and Fundraising: Assist BEACON staff and consultants in identifying, researching and preparing relevant grant opportunities.

B. Contractor will be responsible for all aspects of this Agreement, including collecting, organizing and presenting the data. Contractor shall produce one hardcopy summary spreadsheet, an electronic file copy, and attend one meeting to present the data and information.

C. CONTRACT PERIOD: July 1, 2016 – June 30, 2017.

II. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in section I. above, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$15,000.

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

processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

3. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

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

III. INDEPENDENT CONTRACTOR; TAXES

A. NOT AN EMPLOYEE: Regardless of any functional title or work description, Contractor is an independent contractor and not an employee of BEACON. If BEACON decides to hire the Contractor as an employee at some future date, the fee set forth in this Agreement does not set a precedent for a regular salary figure. If applicable, any regular future salary would be negotiated upon date of hire.

B. NO BENEFITS: Contractor shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers' compensation and health insurance. Contractor shall provide evidence of insurance prior to starting this assignment.

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.

IV. LIABILITY; INDEMNIFICATION

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

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

C. CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by BEACON on account of any claim except

where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to BEACON's active as well as passive negligence but does not apply

V. CANCELLATION

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

VI. OTHER

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

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

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

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

E. MISCELLANEOUS: This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Section headings used herein are inserted for convenience only and are not part of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2016.

CONTRACTOR

BEACON

By: _____
Name: Marc Beyeler
Title: Principal, MBA Consultants
Date: May 20, 2016

By: _____
Name: Janet Wolf
Title: Chair, BEACON
Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Rachel Van Mullem
Chief Assistant County Counsel,
Counsel for BEACON

ATTACHMENT 1

MBA Associates 2016 Consultant Rates

- | | |
|------------------------------|-------------------|
| 1. Principal | \$100/hr-\$150/hr |
| 2. Senior Associates | \$95-\$125/hr |
| 3. Associates | \$75-\$90 |
| 4. Specialists | Various |
| 5. Administrative | \$50-60hr |
| 6. Travel and transportation | Billed at cost |
| 7. Mileage | \$54/mile |
| 8. Copying and printing | Billed at cost |

CONTRACT

This contract entered into, by and between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), a joint powers authority, herein called "BEACON", and Fedak & Brown LLP, CPA's, herein called "Contractor" (referred to collectively as "parties", or individually as "party").

WITNESSETH

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

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

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for BEACON in accordance with the terms, conditions, and specifications set forth herein. The Contractor will perform a biennial audit, in accordance with the most current revision of the The Yellow Book: Generally Accepted Government Auditing Standards (GAGAS), of the financial statements for BEACON fiscal years ending June 30, 2015 and 2016. The Contractor shall complete its audit and file its report on or before February 28, 2017.

2. PAYMENTS

Payment of \$9,980 will be made within 30 days after issuance of the final audit report and upon receipt of an invoice.

3. INDEPENDENT CONTRACTOR

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

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

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of

employment or requirements of law, shall be determined by Contractor, and BEACON will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

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

4. **NON-ASSIGNABILITY**

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

5. **TERM**

This contract will be in effect from July 1, 2016, through March 31, 2017, subject to all the terms and conditions set forth herein, unless terminated prior to that date in accordance with the provisions of this contract.

6. **TERMINATION**

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

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

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then BEACON may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless BEACON, including all of its boards, agencies, departments,

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

9. INSURANCE PROVISIONS

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

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

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

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

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

C. BEACON is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D. BEACON's Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Professional Liability and Workers' Compensation).

E. Contractor agrees to waive all rights of subrogation against BEACON's Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to BEACON.

- G. Contractor agrees to provide BEACON with the following insurance documents on or before the effective date of this contract:
- 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements.
 - 3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

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

10. **NON-DISCRIMINATION**

A. General

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

B. Employment

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

11. **SUBSTITUTION**

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

12. **INVESTIGATION AND RESEARCH**

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

13. **CONTRACT MONITORING**

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

14. **ADDENDA**

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

15. **CONFLICT OF INTEREST**

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

16. **CONFIDENTIALITY**

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

17. **AUDIT AND INSPECTION OF RECORDS**

Any time during normal business hours and as often as BEACON may deem necessary, Contractor shall make available to BEACON for examination all working papers, data, and records with respect to all matters covered by this contract, and permit BEACON to audit, examine, and make excerpts or transcripts from such working papers, data, and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this contract. Contractor shall maintain such working papers, data, and records in an accessible location and condition for a period of not less than seven years from financial statement issue date. The State of California or any federal agency having an interest in the subject of this contract shall have the same rights as those conferred upon BEACON. The successor auditor will have the right to review the working papers and copies of issued reports upon termination of this contract. Contractor will be required to make records uniquely related to this contract available in the County of Ventura. Contractor agrees all audit and inspection rights herein will be provided at no additional cost.

18. **NOTICES**

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

To BEACON: BEACON
Brian Brennan, Executive Director
501 Poli Street
Ventura, CA 93001

and

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

To Contractor: Fedak & Brown LLP, CPA's

6081 Orange Avenue
Cypress, CA 90630

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

19. **MERGER CLAUSE**

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

20. **ANNUAL ENGAGEMENT LETTER**

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

21. **GOVERNING LAW**

The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties under this contract, shall be construed pursuant to and in accordance with the laws of the State of California.

22. **SEVERABILITY OF CONTRACT**

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

23. **CUMULATIVE REMEDIES**

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

24. **COMPLIANCE WITH LAWS**

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

25. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

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

BEACON

Contractor: Fedak & Brown LLP, CPA's

By: _____
Authorized Signature

By: _____
Charles Z. Fedak, Managing Partner

Printed Name

Date

Title

Tax Identification #

Date

Approved as to Form and Procedure:

By: _____
Rachel Van Mullem
Chief Assistant County Counsel, Legal Counsel for BEACON

Date: _____