

## BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, May 19, 2017  
TIME: 9:00 AM  
PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

### MEETING AGENDA

1. **Call to Order, Roll Call and Introductions – Jon Sharkey**
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, 2017.**  
**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. **Auditors Controllers Recommended Actions**
  - a. Adopt Recommended Final Fiscal Year 2017-18 Budget.
  - b. (Exhibits 1)
  - c. Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2017-2018 budget where the Fiscal Year 2016-2017 actual year-end closing fund balance differs from the budget estimate.
  - d. Approve membership dues for Fiscal Year 2017-18.
  - e. Receive and file the Budget-to-Actual report for the year-to-date period ending April 30, 2017 (Exhibit 2).
  - f. Approve and Ratify Amendment No. 1 to the FY 2016-17 Biennial Audit Contract with Fedak & Brown LLP for Financial Auditing Service for FY15 & FY16 (Exhibit 3).
7. **Approve and Authorize the Chair to Sign the FY 2017-2018 Annual Staff/Consultant Agreements**
  - a. Approve Technical Advisor Services Contract in the amount of \$18,000 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 \$53,500.
  - e. Approve Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for \$15,000.
  - f. Approve Web Site and Facebook Page maintenance Services Contract with Pam Baumgardner for \$2,000.



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>

**8. BEACON Coastal Study**

- a. Receive a presentation from the US Geologic Survey on its long term study of the BEACON coast.

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

**Adjourn to next regular meeting, July 21, 2017 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 Executive Director, Brian Brennan, by 4:00 p.m. on Friday before the Board meeting. Contact information for Mr. Brennan is (805) 746-5999.*

**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 on the Internet at: [BEACON.CA.GOV](http://BEACON.CA.GOV).*

*Any written ex-parte communication subject to disclosure by members of the BEACON Board may be published online as an attachment to the corresponding item.*

**STAFF REPORT**

Meeting Date: 5/19/17  
Agenda Item: 3

To: BEACON Board of Directors  
From: Executive Director  
Date 5/15/17

**Subject: Consideration and Approval of Minutes of BEACON Meeting held March 17, 2017**

**REQUIRED ACTION:**

a. Approve and file.



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## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, March 17, 2017

**TIME:** 9:00 AM

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

<b>Item</b>	1	Call to Order, Roll Call and Introductions – Chair, Jon Sharkey
<b>Minutes/ Actions:</b>		<p><b>Directors Present:</b></p> <ul style="list-style-type: none"> <li>• Steve Bennett (County of Ventura)</li> <li>• John Zaragoza (County of Ventura)</li> <li>• Janet Wolf (County of Santa Barbara)</li> <li>• Das Williams (County of Santa Barbara)</li> <li>• Gregg Hart (City of Santa Barbara)</li> <li>• Christy Weir (City of Ventura)</li> <li>• Fred Shaw (City of Carpinteria)</li> <li>• Kyle Richards (City of Goleta)</li> <li>• Jon Sharkey (City of Port Hueneme)</li> </ul>
<b>Item</b>	2	<b>Approval of Agenda and Filing of Certificate of Agenda Posting</b> Action: Approve and file
<b>Minutes/ Actions:</b>		Approved.
<b>Item</b>	3	<b>Consideration and Approval of Minutes of the BEACON Meetings held on January 20, 2017.</b> Action: Approve and file.
<b>Minutes/ Actions:</b>		Approved.
<b>Item</b>	4	<b>Public Comment and Other Matters not on the Agenda</b> Receive public comments.
<b>Minutes/ Actions:</b>		None.
<b>Item</b>	5	<p><b>Reports</b></p> <ul style="list-style-type: none"> <li>a. Reports from legislative offices.</li> <li>b. Boating and Waterways.</li> <li>c. Cal Coast.</li> </ul>
<b>Minutes/ Actions:</b>		None.

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**DATE:** Friday, March 17, 2017

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<b>Item</b>	6	<p><b>Auditor Controllers Recommended Actions</b></p> <p>a. Receive and file Recommended Fiscal Year 2017-18 Budget (Exhibit 1).</p>
<b>Minutes/ Actions:</b>		<p>Mr. Omar Arreola of the Ventura County Auditor Controllers Office presented the Recommended Fiscal Year 2017-18 Budget. Executive Director Brennan discussed how dues had been raised and expenses dropped resulting in a larger than anticipated contingency. He discussed how gaining an OPC grant has allowed some overhead expenses to be paid with grain funds. Director Hart suggested the Board consider adopting a policy of regular dues increases to avoid the need for future large increases. Director Sharkey said raising dues can be difficult in today's political climate. He said BEACON's planned "road show" presentation will help keep member agencies informed as to BEACON's value and regional perspective.</p> <p><b>BOARD ACTIONS:</b> <b>Received.</b></p>

<b>Item</b>	7	<p><b>BEACON Road Show Presentation</b></p> <p>a. Receive a presentation from the Executive Director on the BEACON coastline, BEACON's role, our regional coastal challenges and how BEACON can assist member agencies.</p>
<b>Minutes/ Actions:</b>		<p>Executive Director Brennan gave a PowerPoint presentation featuring photos of Ventura County beaches including: Surfers Point, Port Hueneme Beach, Oxnard Shores Beach, Ventura Harbor Beach and the Ventura River Mouth Beach. He explained that photos of Santa Barbara County beaches will be added soon along with some supporting text slides. He said the presentation given to each member agency will be custom tailored to focus on their particular beaches and coastal issues. The presentation included a number of low altitude drone photos that clearly showed the high degree of beach erosion that occurred during last winter's storms.</p> <p>Director Wolf discussed recent beach erosion problems at Goleta Beach and emergency beach nourishment that was needed. Executive Director Brennan agreed that actions to protect existing infrastructure were generally much less expensive than waiting and having to deal with actual storm damage. Director Zaragosa said that he liked the presentation's focus on photos instead of word slides. Director Weir asked when member agencies can start scheduling the Road Show presentation. Brennan said the presentation was nearly ready to go.</p> <p>Ventura Harbor Master, John Higgins addressed the board saying he appreciated the work that BEACON was doing and the excellent information available on its web site.</p> <p><b>BOARD ACTIONS:</b> <b>Received.</b></p>

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<b>Item</b>	8	<p><b>Santa Barbara County Debris Basin Removal Project</b></p> <p>a. Subsequent to Santa Barbara County Flood Control District's approval of the Cooperative Agreement, approve and authorize the Executive Director to sign the Grant Agreement with the Ocean Protection Council (OPC) for the Santa Barbara County Debris Basin Removal Project in the amount of \$539,000.</p> <p>b. Approve and authorize the Chair to sign a Cooperative Agreement with the Santa Barbara County Flood Control District to define roles and responsibilities for delivery of the Debris Basin Removal Project.</p>
<b>Minutes/ Actions:</b>		<p>Executive Director Brennan said that this item was carried over from the previous meeting. He thanked Program Manager Gerald Comati and Legal Counsel Rachel Van Mullem for all their hard work in hammering out the Grant and Cooperative Agreements. Brennan explained that the Cooperative Agreement was necessary because BEACON is the award grantee and Flood Control will be carrying out most of the work. BEACON needs the Cooperative Agreement in place before moving forward with the Grant Agreement.</p> <p>Director Richards asked why the debris basins were being removed and whether they might be needed in the future. Executive Director Brennan said the debris basins had been built in the 1960's and less environmentally impacting methods are now available to deal with the storm runoff debris. Director Williams said the basins were being removed because they had outlived their usefulness – much like Matilija Dam. Executive Director Brennan said removing the basins would allow beach compatible sediments to make their way to the coast.</p> <p><b>BOARD ACTIONS:</b> <b>The Board approved unanimously items A &amp; B.</b></p>

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<b>Item</b>	9	<p><b>BEACON Facebook Page</b> a. Receive a presentation on the benefits and risks of establishing a BEACON Facebook Page and provide direction to staff.</p>
<b>Minutes/ Actions:</b>		<p>Executive Director Brennan discussed the pros and cons of establishing a Facebook Page for BEACON. A show of hands indicated that many directors already had their own Facebook pages. Brennan said one reason to establish a Facebook page is that it's a good way to reach the general public since 1 out of 7 people use Facebook. Disadvantages are the cost of maintenance, the legal challenge of avoiding Brown Act violations and problems with fake postings.</p> <p>Directors Weir and Zaragosa said their agencies use Facebook to post all manner of public information. Director Richards agreed that a Facebook Page requires constant upkeep.</p> <p>Legal Counsel Van Mullem led a lengthy discussion of how to avoid potential Brown Act violations. The issue is that Board Members, when acting in a majority, are prohibited from discussing issues or taking actions outside of an official Board Meeting. Facebook is a public forum but not an official meeting. Van Mullem recommended that Board Members do not post directly to BEACON's proposed Facebook Page but instead rely on staff for public communications. Executive Director Brennan said he and Pam Baumgardner were aware of the issue and have a plan in place to avoid these types of problems. He said a Facebook Page would encourage communication with the public and help direct people to BEACON's web site.</p> <p><b>BOARD ACTIONS:</b> <b>The Board received the presentation and directed staff to develop a Facebook Page and Protocol for use.</b></p>
<b>Item</b>	10	<p><b>Executive Director's Report and Communications</b> a. Receive and file report from Executive Director</p>
<b>Minutes/ Actions:</b>		<p>Executive Director Brian Brennan gave a brief summary on the Beach Sustainability Index Workshop that he and Director Weir attended in Ventura. He explained the workshop touched on issues relating to beach ecology and usability and focused on coming up with a methodology to assign a sustainability index to individual beaches.</p> <p><b>BOARD ACTIONS:</b> <b>Received.</b></p>

**Meeting Minutes by James Bailard, Technical Director, BEACON.**

**Adjourn to next regular meeting May 19, 2017 at 9:00 AM in Carpinteria City Hall**

## **STAFF REPORT**

Meeting Date: May 19, 2017  
Agenda Item: 6

To: BEACON Board of Directors  
From: Ventura County Auditor-Controller's Office  
Date: May 11, 2017

**Subject:** Auditor-Controller Recommended Actions

### **Recommendations:**

- a. Adopt Recommended Final Fiscal Year 2017-18 Budget. (Exhibits 1)
- b. Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2017-2018 budget where the Fiscal Year 2016-2017 actual year-end closing fund balance differs from the budget estimate.
- c. Approve membership dues for Fiscal Year 2017-18.
- d. Receive and file the Budget-to-Actual report for the year-to-date period ending April 30, 2017 (Exhibit 2).
- e. Approve and Ratify Amendment No. 1 to the FY 2016-17 Biennial Audit Contract with Fedak & Brown LLP for Financial Auditing Service for FY15 & FY16 (Exhibit 3).

### **Discussion for Recommendation a:**

#### **i. Recommended Final FY 2017-18 Budget**

The **Recommended Final Budget for Fiscal Year 2017-2018** includes total Financing Sources of \$260,762, made up primarily of member dues, grant, and interest revenue totaling \$157,200, and projected fund balance forward from fiscal year 2016-2017 totaling \$103,562. The annual membership dues for FY 2017-18 are assumed to remain the same as FY 2016-17, with the exception of the City of Buenaventura, please see discussion for recommendation c for a detailed breakdown and explanation.

Total Financing is \$260,762, consisting of \$142,000 of expenditures (overhead plus some grant funding) combined with a contingency of \$118,762.

The Recommended Final Budget 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 for Fiscal Year 2017-2018 was updated from that presented at the March 17, 2017 Board Meeting, increasing Overhead Expenditures by \$14,000 to accommodate for a Website Design service contract for Pamela Baumgardner, and increasing Miscellaneous Expenses by \$12,000 for attendance to conferences and symposiums plus the development of educational and outreach efforts. In addition, Membership Dues revenue from the City of Ventura was increased to the City's full share as they no longer qualify for the discount received in prior fiscal years for admin services provided.



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**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:**

In order to allow member agencies to include the appropriate BEACON membership dues in their respective annual budgets, staff is requesting the Board consider approval of member annual dues for BEACON and its inclusion in the Fiscal Year 2017-18 BEACON Budget as follows:

County of Ventura	\$23,400
County of Santa Barbara	\$23,400
City of Santa Barbara	\$19,500
City of Oxnard	\$19,500
City of San Buenaventura	\$19,500*
City of Carpinteria	\$11,700
City of Port Hueneme	\$ 9,000
City of Goleta	<u>\$11,700</u>
Total	\$137,700

\*Rate increased to Full City Member Rate, this represents an increase of \$6,500 from FY 2016-17.

The annual membership dues for FY 2017-18 are assumed to remain the same as FY 2016-17, with the exception of the City of Buenaventura. BEACON Staff is recommending that the City of Buenaventura pay the full City Member Rate, as the City of Buenaventura will no longer be providing staff and technical resources to BEACON.

**Discussion for Recommendation d:**

Receive and file report from Ventura County Auditor-Controller's Office on Budget-to-Actual for Fiscal Year 2016-17 for the period ending April 30, 2017 (Exhibit 2).

**Discussion for Recommendation e:**

Approve and Ratify Amendment No. 1 to the Fiscal Year 2016-17 Biennial Audit Contract with Fedak & Brown LLP for Financial Auditing Service for FY15 & FY16. The original contract was approved at the May 20, 2016 Board Meeting with term of the contract extending from July 1, 2016 through March 30, 2017. Amendment No.1 amends Article 1: "**Services to be Performed by Contractor**" revising the date Contractor shall complete its audit and file its report to on or before May 31, 2017, and Article 5: "**Term of the contract**" extending the contract from March 30, 2017 to June 30, 2017 (Exhibit 3).

**BEACON**  
**EXPENDITURES AND REVENUE DETAIL**  
**RECOMMENDED FINAL BUDGET**  
**FY 2017-2018**

Fund O-025	Division/ Unit Code	Acct Code	FY 2015-16 Actual	FY 2016-17 Estimated Actual	FY 2017-18 Recommended March 17, 2017	FY 2017-18 Adopted by BEACON Board May 19, 2017	% of Total
<b>FINANCING SOURCES</b>							
<b>Fund Balance</b>							
Appropriation of Fund Balance			-	-	103,562	103,562	39.7%
<b>Revenue</b>							
Membership Dues	5665	9371	103,000	131,200	131,200	137,700	52.8%
Investment Income	5665	8911	794	1,000	1,000	1,000	0.4%
Grant Funding (OPC Grant for Debris Basin Removal Project)	5665	9252	-	-	18,500	18,500	7.1%
Contributions and Donations	5665	9770	4,005	2,500	-	-	0.0%
<b>Subtotal - Revenue</b>			<b>107,799</b>	<b>134,700</b>	<b>150,700</b>	<b>157,200</b>	<b>60.3%</b>
<b>TOTAL FINANCING SOURCES</b>			<b>107,799</b>	<b>134,700</b>	<b>254,262</b>	<b>260,762</b>	<b>100.0%</b>
<b>EXPENDITURES</b>							
<b>Operating Expenses (Overhead):</b>							
Insurance	5665	2072	3,124	3,209	3,500	3,500	1.3%
Memberships and Dues - (Cal Coast)	5665	2131	1,500	-	-	-	0.0%
Miscellaneous Expense - (Kelp Anchor Permits)	5665	2179	5,000	-	2,500	2,500	1.0%
Miscellaneous Expense - (Misc Office Exp / Public Relations Education)	5665	2179	-	-	-	4,000	1.5%
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info))	5665	2179	111	96	500	500	0.2%
Engineering and Technical Surveys - (Tech Advisor - J Bailard)	5665	2183	8,648	15,000	12,000	12,000	4.6%
Engineering and Technical Surveys - (Program Mgmt - COM3)	5665	2183	46,955	47,810	45,000	45,000	17.3%
Attorney Services - (Co of Sta Barbara)	5665	2185	8,078	12,000	12,000	12,000	4.6%
Other Professional & Spe Srvs- (Accounting Services - Co of Ventura)	5665	2199	7,631	15,000	15,000	15,000	5.8%
Other Professional & Spe Srvs - (Biennial Audit Services)	5665	2199	1,000	9,980	-	-	0.0%
Other Professional & Spe Srvs- (Marc Beyeler)	5665	2199	13,250	15,000	15,000	15,000	5.8%
Other Professional & Spe Srvs- (Greg Christman)	5665	2199	-	6,028	-	-	0.0%
Other Professional & Spe Srvs- (Pam Baumgardner)	5665	2199	300	-	-	2,000	0.8%
Other Professional & Spe Srvs- (Richard Wilborn)	5665	2199	250	-	-	-	0.0%
Miscellaneous Expenses (Conferences + Symposiums)	5665	2292	1,172	3,000	4,000	12,000	4.6%
<b>Subtotal - Operating Expenses:</b>			<b>97,018</b>	<b>127,123</b>	<b>109,500</b>	<b>123,500</b>	<b>47.4%</b>
<b>Grants Funding Expenditures:</b>							
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3 (Eng & Tech)	5665	2183	-	-	8,500	8,500	3.3%
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8) - Jim Bailard (Eng & Tech)	5665	2183	-	-	6,000	6,000	2.3%
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2,3,4,5,6,7) - SB CO Flood Control	5665	2183	-	-	4,000	4,000	1.5%
<b>Subtotal - Grants:</b>			<b>-</b>	<b>-</b>	<b>18,500</b>	<b>18,500</b>	<b>7.1%</b>
<b>Contingencies:</b>							
Contingencies	5665	6101	-	-	126,262	118,762	45.5%
<b>Subtotal - Contingencies:</b>			<b>-</b>	<b>-</b>	<b>126,262</b>	<b>118,762</b>	<b>45.5%</b>
<b>TOTAL EXPENDITURES</b>			<b>97,018</b>	<b>127,123</b>	<b>254,262</b>	<b>260,762</b>	<b>100.0%</b>
<b>NET INCOME / (LOSS) [PROJECTED USE OF APPROPRIATED FUND BALANCE]</b>			<b>10,781</b>	<b>7,578</b>			

FUND BALANCES	Actual Fund Balance 6/30/15	Actual Fund Balance 6/30/16	Projected Fund Balance 6/30/17	Estimated Fund Balance 6/30/18
<b>Assigned:</b>				
Appropriated	78,046	82,510	50,000	-
<b>Restricted:</b>				
Coastal Commission Mitigation Fees	60,187	60,520	60,750	60,750
<b>Unassigned:</b>	8,090	14,073	53,931	53,931
<b>TOTAL FUND BALANCE</b>	<b>146,323</b>	<b>157,103</b>	<b>164,681</b>	<b>114,681</b>

**BEACON FUND 0025**  
**YEAR TO DATE BUDGET TO ACTUAL FY 2016-17**  
**FOR THE MONTH ENDING APRIL 30, 2017 (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)	
<b>UNASSIGNED FUND BALANCE</b>										
		Beginning Balance	82,510		82,510	95,484.19		95,484.19	12,974.19	
	5995	Unassigned Fund Balance	82,510	-	82,510	95,484.19		95,484.19	12,974.19	
<b>REVENUE</b>										
5665	8911	Investment Income - (Interest Earnings)	430		430	451.76		451.76	21.76	105%
5665	9371	Other Governmental Agencies - (Member Dues)	131,200		131,200	131,200.00		131,200.00	-	100%
5665	9770	Contributions - Donations	-		-	2,500.00		2,500.00	2,500.00	0%
		<b>Total Revenue</b>	<b>131,630</b>	<b>-</b>	<b>131,630</b>	<b>134,151.76</b>		<b>134,151.76</b>	<b>2,521.76</b>	<b>102%</b>
		<b>TOTAL SOURCES</b>	<b>214,140</b>	<b>-</b>	<b>214,140</b>	<b>229,635.95</b>		<b>229,635.95</b>	<b>15,495.95</b>	<b>107%</b>
<b>EXPENDITURES</b>										
5665	2072	Insurance	3,500		3,500	3,209.15		3,209.15	290.85	92%
5665	2131	Membership Dues (Cal Coast)	2,000		2,000	(500.00)		(500.00)	2,500.00	-25%
5665	2179	Miscellaneous Expenses (Admin/Legal - Bag Ban, Kelp Anchor Permits, Misc Office Exp, Permit /Planning Fees,	11,000		11,000	95.88		95.88	10,904.12	1%
5665	2183	Engineering and Technical Surveys (Tech Advisor- J Bailard, Proj Mgmt - COM3, Tech Services-SAIC)	62,000		62,000	48,833.85	13,976.15	62,810.00	(810.00)	101%
5665	2185	Attorney Services (Co of Sta Barbara)	12,000		12,000	1,246.00	10,754.00	12,000.00	-	100%
5665	2199	Other Professional & Spe Svcs (Accounting Srv - Co of Ventura, Biennial Audit, Marc Beyeler, Pam Baumgardner)	39,980		39,980	16,828.00	14,180.00	31,008.00	8,972.00	78%
5665	2292	Travel Expenses (Misc Payments, Travel & Conf.)	4,000		4,000	2,530.77		2,530.77	1,469.23	63%
		<b>Total Overhead Expenditures</b>	<b>134,480</b>	<b>-</b>	<b>134,480</b>	<b>72,243.65</b>	<b>38,910.15</b>	<b>111,153.80</b>	<b>23,326.20</b>	<b>83%</b>
5665	6101	Contingency	79,660		79,660	0.59		-	79,660.00	0%
		<b>TOTAL EXPENDITURES</b>	<b>214,140</b>	<b>-</b>	<b>214,140</b>	<b>72,243.65</b>	<b>38,910.15</b>	<b>111,153.80</b>	<b>102,986.20</b>	<b>52%</b>
		<b>Ending Unassigned Fund Balance</b>			<b>-</b>			<b>157,392.30</b>		

Note: Amounts with "( )" in the ACTUAL column reflect FY16 accruals in excess of actual expenditures to date

**Amendment No. 1**

May 19, 2017

It is mutually agreed that the Financial Auditing Service Contract FY 2016-2017 between Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) and Fedak & Brown LLP is amended as stated below.

>> Amend Article 1 “**Services to be Performed by Contractor**” to read:

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 generally accepted auditing standards and Government Auditing Standards of the financial statements of BEACON for the fiscal years ending June 30, 2015 and 2016. The Contractor shall complete its audit and file its report on or before May 31, 2017.

>> Amend Article 5 “**Term**” to read:

This contract will be in effect from July 1, 2016, through June 30, 2017, subject to all terms and conditions set forth herein, unless terminated prior to that date in accordance with the provisions of this contract.

These modifications to the agreement are in compliance with Article 14 “Addenda”, of the above referenced agreement. This amendment is hereby made a part of the Biennial Financial Auditing Services Contract FY 2016-2017.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Biennial Financial Auditing Contract FY 2016-2017 on the day and year below written, but effective as of the day and year first set forth above.

BEACON

Contractor: Fedak & Brown LLP

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Charles Z. Fedak, Managing Partner

Name: Jonathan Sharkey

Title: Chair

\_\_\_\_\_

\_\_\_\_\_

Date

Date

Approved as to Form and Procedure:

County Counsel

By:

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Date

## **STAFF REPORT**

Meeting Date: 05/19/17  
Agenda Item: 7

To: BEACON Board of Directors  
From: Executive Director  
Date 05/11/17

**Subject: Approve and Authorize the Chair to Sign the FY 2017-2018 Annual Staff/Consultant Agreements**

### **REQUIRED ACTIONS:**

- a. Approve Technical Advisor Services Contract in the amount of \$18,000 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 \$53,500.
- e. Approve Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for \$15,000.
- f. Approve Web Site and Facebook Page maintenance Services Contract with Pam Baumgardner for \$2,000.

### **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 and Website and Facebook Page maintenance. These positions are being provided by Gerald Comati of COM3 Consulting, Jim Bailard, Marc Beyeler and Pam Baumgardner. All four 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 1718 is recommended.

For FY 17-18, BEACON expects to focus on the following core activities:

- ◆ Pursue grant funding to implement an amendment to BEACON CRSMP to address SLR and Climate Change.
- ◆ Oversight of monitoring of the Goleta Bay Kelp Anchor Demonstration Project and permit extension requests.
- ◆ Work with the USACOE on strategy to deliver the Oil Piers Artificial Reef Project.
- ◆ Implementation of the Santa Barbara County Debris Basin Removal Project at Rattlesnake and San Ysidro Creeks.
- ◆ Continue development of partnership programs with the Santa Barbara and Ventura Counties Flood Control Districts for other Debris Basin modification or removal project opportunities.
- ◆ Pursuit of grant funding for the Supplemental Dredging Program.
- ◆ Pursuit of funding for BEACON projects through the Refugio Oil Spill impact mitigation effort.
- ◆ Coordination with BEACON member agency staffs regarding coastal issues and strategies.
- ◆ Development of outreach initiatives for public education regarding coastal issues.



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>

The total proposed amount for annual agency/consultant services contracts is \$115,500, which is an increase of \$11,500 more than was approved for FY 16-17. However, \$14,500 of the FY1718 budget is covered through grant funding.

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 2017-2018**



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" (collectively, "Parties").

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 \$0.50 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 \$18,000.00 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, 2017 and ending June 30, 2018.

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 fourteen (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.

20. Amendment. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.

21. 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.

22. 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.

23. 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.

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

CONTRACTOR

BEACON

By: \_\_\_\_\_  
Name: James A. Bailard  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jon Sharkey  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: Brian Brennan  
Title: Executive Director  
Date: \_\_\_\_\_

Approved as to Form:

County Counsel

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

## AGREEMENT FOR SERVICES

This Agreement is entered into by:

**Beach Erosion Authority for Clean  
Oceans and Nourishment (“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. CONTACT INFORMATION.

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

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

To BEACON: BEACON, 501 Poli Street PO Box 99, Ventura, CA 93001

To CONTRACTOR: MBA Associates, 111 El Camino Real, Berkeley, CA 94705

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

### II. SCOPE OF WORK.

#### A. SCOPE OF WORK (“Services”):

1. 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, 2017 – June 30, 2018.

### III. 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 General Liability prior to starting beginning work under this Agreement.

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

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 fifteen (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. **CALIFORNIA LAW.** This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California.

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

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2017.

**CONTRACTOR**

**BEACON**

By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Principal, MBA Consultants  
Date: May 19, 2017  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jon Sharkey  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Approved as to Form:  
County Counsel  
By: \_\_\_\_\_  
Rachel Van Mullem  
Chief Assistant County Counsel,  
Counsel for BEACON

Attest:  
By: \_\_\_\_\_  
Name: Brian Brennan  
Title: Executive Director



# ATTACHMENT 1

## MBA Associates 2017/2018 Consultant Rates\*

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- |   |                   |
|---|-------------------|
| 1. Principal                            | \$100/hr-\$150/hr |
| 2. Senior Associates                    | \$95-\$125/hr     |
| 3. Associates                           | \$75-\$90         |
| 4. Specialists                          | Various           |
| 5. Administrative                       | \$50-60hr         |
| 6. Reasonable Travel and transportation | Billed at cost    |
| 7. Mileage                              | \$0.54/mile       |
| 8. Copying and printing                 | Billed at cost    |

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

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO  
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 17/18**

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, 2017, to and including June 30, 2018. 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 through an Amendment in accordance with Section 8 to this Agreement.
  - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of

Agreement To Provide Financial/Accounting Services To  
Beach Erosion Authority For Clean Oceans And Nourishment – FY 17-18

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- 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 2017-18 Agreement Costs.** Accounting services costs for 2017-18 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.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
  8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
  9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
  10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.
  11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements,

Agreement To Provide Financial/Accounting Services To  
Beach Erosion Authority For Clean Oceans And Nourishment – FY 17-18

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promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto and effective as of July 1, 2017.

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: Jon Sharkey  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Name: Brian Brennan  
Title: Executive Director  
Date: \_\_\_\_\_

Approved as to Form:

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 2017-2018**



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 2017-2018.

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, 2017 and shall complete the Services on June 30, 2018. 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 \$53,500.

**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 insurance limits procured by CONSULTANT under this Agreement and BEACON releases CONSULTANT from any liability in excess thereof. The foregoing aggregate limitation shall not include CONSULTANT'S responsibilities with respect to indemnities to BEACON under 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.

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: Jon Sharkey  
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

**Project Management Services - APPENDIX A – SCOPE OF SERVICES**

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- 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 2017-2018*  
***Project Management Services - APPENDIX A – SCOPE OF SERVICES***

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- 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 Debris Basin Removal Project at Rattlesnake and San Ysidro Creeks in Santa Barbara County.
- g. Pursuit of grant funding for the Supplemental Dredging Program.
- h. Pursue regional initiatives to enhance coastal sediment.
- i. Pursue development of other BEACON projects.

**PROJECT SCHEDULE**

COM3 Consulting agrees to start the scope of services described above by July 1, 2017 and complete the scope by June 30, 2018.



**APPENDIX B - COMPENSATION**

May 19, 2017

**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	394	53,190	310	53,500	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Total Labor				53,190	310	53,500	

**Total Contract \$53,500**

## AGREEMENT FOR SERVICES

This Agreement is entered into by:

**Beach Erosion Authority for Clean  
Oceans and Nourishment (“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. CONTACT INFORMATION.

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

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

To BEACON: BEACON, 501 Poli Street PO Box 99, Ventura, CA 93001

To CONTRACTOR: MBA Associates, 111 El Camino Real, Berkeley, CA 94705

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

### II. SCOPE OF WORK.

#### A. SCOPE OF WORK (“Services”):

1. 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, 2017 – June 30, 2018.

### III. 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 General Liability prior to starting beginning work under this Agreement.

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

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

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

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2017.

CONTRACTOR

BEACON

By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Principal, MBA Consultants  
Date: May 19, 2017  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jon Sharkey  
Title: Chair, BEACON  
Date: \_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:  
County Counsel  
By: \_\_\_\_\_  
Rachel Van Mullem  
Chief Assistant County Counsel,  
Counsel for BEACON

Attest:  
By: \_\_\_\_\_  
Name: Brian Brennan  
Title: Executive Director

# ATTACHMENT 1

## MBA Associates 2017/2018 Consultant Rates\*

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- |   |                   |
|---|-------------------|
| 1. Principal                            | \$100/hr-\$150/hr |
| 2. Senior Associates                    | \$95-\$125/hr     |
| 3. Associates                           | \$75-\$90         |
| 4. Specialists                          | Various           |
| 5. Administrative                       | \$50-60hr         |
| 6. Reasonable Travel and transportation | Billed at cost    |
| 7. Mileage                              | \$0.54/mile       |
| 8. Copying and printing                 | Billed at cost    |

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

# AGREEMENT FOR SERVICES

This Agreement is entered into by:

<b>Beach Erosion Authority for Clean Oceans and Nourishment ("BEACON")</b>	And	<b>Pamela Baumgardner - Websites ("Contractor")</b> 1100 Pittsfield Lane Ventura, CA 93001
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## I. CONTACT INFORMATION.

A. DESIGNATED REPRESENTATIVES: Gerald Comati, Program Manager at phone number 805-962-0488 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Pam Baumgardner at phone number (805) 340-6910 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON, 501 Poli Street PO Box 99, Ventura, CA 93001

To CONTRACTOR: Pamela Baumgardner - Websites ("Contractor"), 1100 Pittsfield Lane, Ventura, CA 93001

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

## II. SCOPE OF WORK.

A. SCOPE OF WORK: Contractor shall perform the Scope of Services as described in Attachment A ("Services").

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

C. CONTRACT PERIOD: July 1, 2017 – June 30, 2018.

## III. COMPENSATION AND EXPENSES

A. FEES AND EXPENSES: As compensation for Contractor's work as defined in Section I.A. above, BEACON shall pay Contractor including cost reimbursements, an amount up to and not to exceed \$2,000 for Contractor's satisfactory performance under this Agreement. The

Contractor shall not exceed this amount and these funds shall cover all direct and indirect expenses and Contractor's time during the Contract Period.

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

#### IV. INDEPENDENT CONTRACTOR; TAXES

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

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

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

#### V. LIABILITY; INDEMNIFICATION

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

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

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



## VI. CANCELLATION

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

## VII. OTHER

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

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

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

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

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

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

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

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

Unless otherwise specified in Attachment A, Contractor hereby assigns to BEACON all copyright, patent, and other intellectual property and proprietary rights to all data, documents,

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2017.

CONTRACTOR

BEACON

By: \_\_\_\_\_  
Name: Pam Baumgardner  
Title: \_\_\_\_\_  
Date: May 19, 2017  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Jon Sharkey  
Title: Chair, BEACON  
Date: \_\_\_\_\_

Approved as to Form:  
County Counsel  
By: \_\_\_\_\_  
Rachel Van Mullem  
Chief Assistant County Counsel,  
Counsel for BEACON

Attest:  
By: \_\_\_\_\_  
Name: Brian Brennan  
Title: Executive Director

## **ATTACHMENT A - SERVICES**

### **BEACON Website Re-design Proposal**

Pam Baumgardner  
Website Designs

#### Contractor Scope of Services:

1. Set up, coordinate and maintain BEACON social media outreach efforts (including Facebook Page) following staff directives including posting of BEACON meeting agenda and staff reports.
2. Coordinate and maintain BEACON website in accordance with staff directives including posting of BEACON meeting agenda and staff reports.
3. Act as Webmaster providing website maintenance and upgrades as needed.

Rate is \$75 for each hour actually and reasonably employed for an average of two hours monthly. Total payment for the scope of services is up to and shall not exceed the sum of \$2,000, which includes all cost reimbursements, labor, and expenses, direct and indirect charges in accordance with Section II of this Agreement.

**STAFF REPORT**

Meeting Date: May 19, 2017  
Agenda Item: 8

To: BEACON Board of Directors  
From: Executive Director  
Date May 11, 2017

**Subject: Coastal Study by US Geologic Survey (USGS)**

**Required Action:**

- a. Receive a presentation from the US Geologic Survey on its long term study of the BEACON coast.

**DISCUSSION:**

During the last fifteen years the USGS has studied the BEACON coast in a variety of ways including beach profiling, wave measurements and sediment transport modeling and more recently the development of modeling that can predict the coastal response to climate change.



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>