

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, January 24, 2020
TIME: 9:00 AM
PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

A California Joint Powers Agency

MEETING AGENDA

1. Administrative Items

- A. Call to Order, Roll Call and Introductions – Gregg Hart
- B. BEACON Meeting Agenda Organization and Calendar Year 2020 Meeting Agenda Topics

Recommended Action:

- i. Receive and file a status update on BEACON agendas for calendar Year 2020.
- C. Approval of Agenda and Filing of Certificate of Agenda Posting
- D. Consideration and Approval of Minutes of the BEACON Meetings held on November 15, 2019.

2. Public Comment and Other Matters not on the Agenda

3. Presentations

- A. **Annual USGS Littoral Cell Briefing/CoSMoS-Santa Barbara Channel and BEACON Member Agency Reports on Sediment Management Activities.**

Recommended Action:

- i. Receive a presentation from the US Geologic Survey on its long-term shoreline monitoring of the BEACON coast and presentations from local agencies on current and planned sediment management activities, including representatives from Santa Barbara County Flood Control, the City of Carpinteria, Ventura County (Channel Islands Harbor), and Port Hueneme.

4. Projects

- A. **Mondo's Cove Beach Public Access Stairway Improvement.**

Recommended Action:

- i. Approve and authorize the Chair to execute the attached Agreement with Jensen Design & Survey, Inc. in an amount up to and not to exceed \$59,823.00 with a period of performance from January 24, 2020 through June 30, 2020 for design and engineering services for the Mondo's Cove Public Access Improvement Project; and
- ii. Approve and authorize the Executive Director to extend the period of performance and to make immaterial changes in accordance with Sections 4.B and 34 of the Agreement.

5. BEACON Organization and Program

- A. **Board Member Reports.**

Board Members Reports and Updates.

- B. **BEACON Organization – Executive Staff Transition 2020**

Required Actions:

- i. Receive report from BEACON Board Chair and Executive Director and approve ED proposal for Calendar Year 2020 Transition Activities, including job duties for Deputy Executive Director;

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

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- ii. Authorize the Chair to appoint an *ad hoc* Transition Subcommittee of five BEACON Board members;
- iii. Approve and authorize the Executive Director recommendation to appoint Marc Beyeler as Deputy Executive Director for Calendar Year 2020; and
- iv. Approve and authorize the Chair to execute a Second Amendment to Agreement with MBA Consultants to increase the scope of work to include Marc Beyeler serving as the Deputy Executive Director of BEACON and to add \$28,000 for increased services for a total amount not to exceed \$64,250 with no change to the period of performance terminating on June 30, 2020.

C. BEACON Science Support

Required Action:

- i. Approve and authorize the Chair to execute an Agreement for professional services of Independent Contractor Dr. Douglas George to assist in organizing BEACON’s science workshop in an amount not to exceed \$5,000 with a period of performance to June 30, 2020.

D. Auditor-Controller Budget Actions and Financial Reports

- i. Receive and file the Fiscal Year 2019-2020 Unadjusted Budget-to-Actual report for the year-to-date period ending December 31, 2019 (Exhibit I)
- ii. Authorize the Auditor-Controller’s Office to make budgetary adjustments as follows: (requires 6/10th vote):

INCREASE	Other Professional and Specialized Services	\$ 33,250
DECREASE	Engineering and Technical Surveys	\$ 11,131
DECREASE	Contingency	\$ 16,869
INCREASE	Revenue – Other Governmental Agencies	\$ 5,250

6. Executive Director’s Report and Communications

The Executive Director will report on activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects.

Upcoming March Meeting Agenda:

- BEACON Regional SLR Adaptation Strategy.
Receive a report from BEACON staff on BEACON Regional SLR Adaptation Strategy and Policies, and presentations from local governments on status of adaptation planning as part of a year-long review and development of regional SLR adaptation goals and objectives.
- Status Report on Grants Funding.
- Initial Discussion of BEACON Strategic Planning Goals and Objectives
- Review Draft Fiscal Year 2020-2021 Budget and Multi-Year Budget Support Scenarios

Adjourn to next regular meeting, March 20, 2020 at 9:00 AM in Carpinteria City Hall

Disability Access

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

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

Late Distribution of Materials

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City Clerk to all or a majority of the members of the BEACON Board less than 72 hours prior to that meeting are available for inspection in the City Clerk Office, at 5775 Carpinteria Ave, Carpinteria, CA. 93013 and on the Internet at:BEACON.CA.GOV.

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

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 1B

To: BEACON Board of Directors
From: Executive Director
Date: January 13, 2020

Subject: BEACON Meeting Agenda Organization and Calendar Year 2020 Meeting Agenda Items and Topics

Recommended Action:

- a. Receive and file a status update on BEACON agendas for calendar year 2020.

DISCUSSION:

The Executive Director requested Marc Beyeler to begin coordinating the BEACON agendas starting with the January 2020 Board meeting as part of BEACON Executive transition planning. Mr. Beyeler has suggested we organize the agenda by topics and follow same order of agenda topics at each meeting. Scheduled presentations will immediately follow public comments at each meeting so interested stakeholders and members of the public can plan their attendance accordingly.

The proposed agenda items and topics are as follows:

1. Administrative Items

This agenda item would feature BEACON meeting house-keeping items, including:

- A. Call to Order and Roll Call;
- B. Approval of Agenda; and
- C. Approval of Minutes

2. Public Comments

This agenda item would involve any public comments to BEACON on topics not included on the agenda

3. Presentations

This agenda topic would feature any presentations involving partner activities and initiatives, or staff activities and initiatives affecting BEACON projects and programs. This would be the first item following BEACON Meeting Administrative house-keeping items and Public Comments. This would facilitate interested stakeholders and members of the public scheduling their attendance at each BEACON meeting.

4. Projects

This agenda topic would feature any BEACON projects review and/or approval items.



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5. BEACON Organization and Program

This agenda item would include:

- A. Reports from member organizations of activities of interest to BEACON, and any agenda items related to
- B. BEACON organization, strategic, financial, and program planning, and
- C. BEACON budgeting, including any Auditor-Controller’s financial reports

6. Executive Director’s Report and Communication

This agenda item allows the Executive Director to report on activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects.

The proposed draft 2020 agenda schedule is as follows (subject to change at BEACON’s sole discretion):

January 24, 2020	
1	Administrative Items
A	Roll Call, Call to Order and Introductions
B	BEACON Meeting Agenda Organization and Calendar Year 2020 Meeting Agenda Topics
C	Approval of Agenda and Filing of Certificate of Agenda Posting
D	Approval of Minutes
2	Public Comment
3	Presentations
A	Annual USGS Littoral Cell Briefing/CoSMoS-Santa Barbara Channel and local agency presentations on status of sediment management activities
4	Projects
A	Mondo’s Cove Beach Access Project
5	BEACON Organization and Program
A	Member Reports
B	BEACON Organization - Executive Staff Transition
C	BEACON Science Support
D	Auditor-controller Budget Actions and financial Reports
6	Executive Director’s Report and Communication

March 20, 2020	
1	Administrative Items
A	Roll Call, Call to Order and Introductions
B	Approval of Agenda and Filing of Certificate of Agenda Posting
C	Approval of Minutes
2	Public Comment
3	Presentations
A	BEACON Executive Staff presentation on Regional Climate and Sea Level Rise Adaptation and Presentations by Ventura and SB Counties on Climate and Sea Level Rise Adaptation
4	Projects
A	Surfers Point Project OPC Planning Grant
B	Mugu Rock Interagency Agreement with Caltrans
5	BEACON Organization and Program
A	Member Reports
B	BEACON Program - Discussion of Strategic Planning Goals
C	Auditor-Controller Budget Actions and Financial Reports - Three Year Budget Scenarios - Approval of Draft Budget for FY 2020/21
6	Executive Director's Report and Communication
May 15, 2020	
1	Administrative Items
A	Roll Call, Call to Order and Introductions
B	Approval of Agenda and Filing of Certificate of Agenda Posting
C	Approval of Minutes
2	Public Comment
3	Presentations
A	Regional Adaptation-Cities
4	Projects
A	Santa Barbara Debris Basins Project - OPC Grant
B	East-Beach Dune Restoration Project – Division of Boating and Waters Way Grant
5	BEACON Organization and Program
A	Member Reports
B	BEACON Program - Presentation of Draft Strategic Plan Goals
C	Auditor-Controller Budget Actions and Financial Reports - Approval of Draft Three Year Budget - Approval of Final Budget for FY 2020/21 - Approval of Annual Contracts
6	Executive Director's Report and Communication

July 17, 2020	
1	Administrative Items
A	Roll Call, Call to Order and Introductions
B	Approval of Agenda and Filing of Certificate of Agenda Posting
C	Approval of Minutes
2	Public Comment
3	Presentations
A	Regional Adaptation-Cities
4	Projects
A	Mondo's Cove Beach Access Stairway
5	BEACON Organization and Program
A	Member Reports
B	BEACON Program - Presentation of Final Strategic Plan Goals
C	Auditor-Controller Budget Actions and Financial Reports - Approval of Revised Draft Three Year Budget
6	Executive Director's Report and Communication
September 18, 2020	
1	Administrative Items
A	Roll Call, Call to Order and Introductions
B	Approval of Agenda and Filing of Certificate of Agenda Posting
C	Approval of Minutes
2	Public Comment
3	Presentations
A	Draft Regional Adaptation Strategy and Policies Report
4	Projects
A	Mugu Rock Nourishment Project
5	BEACON Organization and Program
A	Member Reports
B	BEACON Program - Report of Progress Towards Strategic Plan Goals
C	Auditor-Controller Budget Actions and Financial Reports - Revised Draft 3-Year Budget
6	Executive Director's Report and Communication

November 20, 2020	
1	Administrative Items
A	Roll Call, Call to Order and Introductions
B	Approval of Agenda and Filing of Certificate of Agenda Posting
C	Approval of Minutes
2	Public Comment
3	Presentations
A	Final Regional Adaptation Policies Report-SLR Update Report to CRS
4	Projects
A	Mugu Rock Nourishment Project
5	BEACON Organization and Program
A	Member Reports
B	BEACON Organization and Program <ul style="list-style-type: none"> - Executive Transition – Next Steps - Report of Progress Towards Strategic Plan Goals
C	Auditor-Controller Budget Actions and Financial Reports <ul style="list-style-type: none"> - Draft Final 3-Year Budget
6	Executive Director’s Report and Communication

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 1C

To: BEACON Board of Directors
From: Executive Director
Date January 16, 2020

Subject: Approval of Agenda and Filing of Certificate of Agenda Posting

REQUIRED ACTION:

a. Approve and file.



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STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 1D

To: BEACON Board of Directors
From: Executive Director
Date January 16, 2020

Subject: Consideration and Approval of Minutes of BEACON Meeting held November 15, 2019

REQUIRED ACTION:

a. Approve and file.



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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, November 15, 2019

TIME: 9:00 AM

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

Item	1	Call to Order, Roll Call and Introductions – Chair, Gregg Hart.
Minutes/ Actions:		<p>Directors Present:</p> <ul style="list-style-type: none"> • Gregg Hart (County of Santa Barbara) • Christy Weir (City of Ventura) • Steve Bennett (County of Ventura) • Eric Friedman (City of Santa Barbara) • Fred Shaw (City of Carpinteria) • Kyle Richards (City of Goleta) • Carmen Ramirez (City of Oxnard) • Steve Gama (City of Port Hueneme)
Item	2	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file.
Minutes/ Actions:		The Agenda with the requested modification was unanimously approved by the Board.
Item	3	Consideration and Approval of Minutes of the BEACON Meetings held on July 19, 2019. Action: Approve and file.
Minutes/ Actions:		The minutes were unanimously approved by the Board as posted.
Item	4	Public Comment and Other Matters not on the Agenda Receive public comments.
Minutes/ Actions:		Marta Brown – Ventura County Coastal Association of Realtors + Krista Pleiser – Santa Barbara Association of Realtors: Indicated that they work 29 associations in California called “Smart Coast California” – which takes into consideration smart solutions for properties potentially impact by SLR.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, November 15, 2019

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Item	5	<p>Reports</p> <p>a. Reports from legislative offices.</p> <p>b. Board Member Reports and Updates</p>
Minutes/ Actions:		<ul style="list-style-type: none"> • Director Gama indicated that the City of PH had written to the Whitehouse re/ the sand retention issues at Port Hueneme Beach. A response was received which was encouraging. Mr. Gama also reported that the amount of sand in the CI Sand Trap is now estimated at 3M CY. Finally, Mr. Gama reported that he will be attending the CMAC conference in January in DC and will meet with both the Navy and USACOE. • Director Richards reported that the City of Goleta now owns its own City Hall which is a significant milestone. In addition, the City will be joining the Community Energy Coalition in which Mr. Richards will represent the City and on Nov 1st the City held a workshop on resiliency. Also, the City has joined Cycle California Coast a coalition of non-profits and government agencies promoting bike tourism and bike infrastructure in the Central Coast. Finally, Mr. Richards reported that the State Lands Commission had decommissioned Platform Holly as well as a pier on Goleta property. • Director Shaw reported that the City of Carpinteria was also a member of Cycle California Coast and that the California Land Trust has acquired an additional 21 acres on the Carpinteria Bluff for preservation. • Director Weir reported that she attended a Bike Conference hosted by the City of SB and it was reported that the City of Goleta had received \$24M of ATP funding for its San Jose Creek Bike Path Project. Ms. Weir also posed the question of how the SCE Settlement dollars should be spent – could it be used to implement SLR adaptation projects? • Director Freidman reported that the City of SB SLR subcommittee continues to meet and are drafting recommendations by the end of the year. In 2020 the SLR Adaptation recommendations will be adopted. The City will plan on making a presentation to BEACON on its SLR adaptation actions. • Director Ramirez reported that TNC was awarded a \$1M OPC grant for restoration at Orman Beach. • Chair Hart reported that the sediment from the County’s recently completed dredging of Goleta Slough will not be taken to Goleta Beach. Mr. Hart also inquired as to the status of the City of Carpinteria’s Rincon Trail Project.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, November 15, 2019

TIME: 9:00 AM

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

Item	6	<p>Calendar Year 2020 Meeting Schedule a. Consider and adopt meeting schedule for Calendar Year 2020.</p>
Minutes/ Actions:		<p>The Executive Director presented the Board meeting calendar for 2020. BOARD ACTIONS: The Board approved unanimously 2020 Board Meeting calendar with change that the January 17 meeting be shifted to January 24.</p>

Item	8	<p>BEACON Management a. Receive a report from the Executive Director regarding transition of BEACON Staff and succession strategy.</p>
Minutes/ Actions:		<p>Executive Director Brian Brennan indicated that Supervisor Bennett will be termed out at the end of 2020 and therefore Mr. Brennan has decided he will also end his role as pro-bono Executive Director which he has held since 2007. Consequently, BEACON needs to affect a transition in its Executive leadership, starting in 2020, giving BEACON the opportunity to transfer executive leadership responsibilities in an orderly manner and with sufficient time to ensure as seamless transition as possible while maintaining and accelerating BEACON's programs and initiatives.</p> <p>Mr. Brennan proposed BEACON Board consider appointing a Deputy Executive Director starting in the new year. The Executive Director would spend the next year in training and transferring executive responsibilities to the Deputy Director. Among the responsibilities starting in the new year, the Deputy Executive Director would be tasked with organizing and managing BEACON Board agendas and meetings. In addition, the Deputy Director would become familiar and conversant with BEACON Budgeting and funding details. The Deputy Director would work with the incumbent Executive Director in developing the next fiscal year budget and would be responsible for developing and presenting a multi-year financial strategy to the BEACON Board, starting with the FY2020-2021 Budget to be presented to the Board during the Spring 2020. To take the position of Deputy Director, Mr. Brennan recommended Mr. Marc Beyeler who has been working as a consultant to BEACON since 2014. Mr. Bayeler is highly qualified, very familiar with Santa Barbara and Ventura counties and already has a very comprehensive understanding of the BEACON organization and history.</p> <p>Director Weir requested that a job description of the Deputy position be provided.</p> <p>Director Ramirez indicated that a succession plan is critical and commended Supervisor Bennett for allowing Mr. Brennan to take time from his position as executive aid to the First District Supervisor to serve as the BEACON Executive Director for so many years at no cost to BEACON.</p> <p>Director Freidman concurred with the request for a job description and that Staff also bring back to the Board a projected budget including the costs of a paid Executive Director. Mr. Freidman suggested that an increase in BEACON member dues will be required.</p> <p>Director Gama indicated that BEACON's role is critical, and we must prevent beach quality sediment being exported to upland destinations.</p> <p>BOARD ACTIONS: The Board directed Staff to return with formal recommendations in January along with a job description,</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, November 15, 2019

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PLACE: City of Carpinteria, Council Hearing Room
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Item	9	<p>Auditor-Controller's Recommended Actions</p> <p>a. Receive and file the Fiscal Year 2019-2020 Unadjusted Budget-to-Actual report for the year-to-date period ending October 31, 2019 (Exhibit I).</p> <p>b. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th vote):</p> <p style="margin-left: 20px;">INCREASE Other Professional and Specialized Services \$ 64,000</p> <p style="margin-left: 20px;">INCREASE Revenue - State Other \$ 64,000</p>
Minutes/ Actions:		<p>Mr. Carlos Maldonado of the ACO presented two items: the first reporting on the Budget to Actual for period ending October 31, 2019 and the second reporting budget adjustments to make use of the California Coastal Commission Mitigation Fee fund (Shoreline Sand Supply and Public Access Fund) that BEACON holds for use on the Mondo's Cove Public Access Stairway improvement Project.</p> <p>BOARD ACTIONS:</p> <p>The Board approved unanimously both ACO Recommended Actions.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, November 15, 2019

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
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Item	10	<p>Mondo’s Cove Public Access Stairway Improvements</p> <ul style="list-style-type: none"> a. Receive status report on the Mondo’s Cove Public Access Improvements Project as part of BEACON’s Shoreline Sand Supply and Public Access Fund. b. Authorize the Executive Director to execute a Contract with Jensen Design & Survey, Inc. for design services on the Mondo’s Cove Public Access Improvements Project for the not to exceed amount of \$59,823 with an expiration date of June 30, 2020. c. Authorize the Executive Director to execute Amendment No.1 to MBA Consultants contract to fund management services for the Mondo’s Cove Public Access Improvements Project increasing the contract amount 4,000 for a new total not to exceed amount of \$31,000. d. Determine the above action is not a “Project” under the California Environmental Quality Act (CEQA) pursuant to CEQA guideline 15378(b)(5) because it is an administrative activity that will not result in direct or indirect physical changes in the environment.
Minutes/ Actions:		<p>Mr. Beyeler reported at the September meeting, the BEACON Board approved expending funds from the Shoreline Sand Supply and Public Access Fund to design the Mondo’s Cove Public Access Improvements Project. Since the September Board meeting, BEACON staff prepared a Request for Proposal (RFP) to select a consultant team to complete the design work on the project. The RFP was issued on October 16, 2019 and on November 1, 2019 three proposals were received. BEACON staff reviewed, evaluated and ranked the proposals and on November 5, 2019 selected the firm/team of Jensen Design & Survey, Inc. to negotiate a consultant contract. BEACON Staff successfully negotiated a contract scope with Jensen Design & Survey on November 8, 2019. BEACON staff is recommending that the Board authorize the Executive Director to execute a contract with Jensen Design & Survey, Inc. for an amount up to and not to exceed \$59,823.00 for design services on the project.</p> <p>Director Ramirez requested that the Mondo’s Cove project have sufficient public outreach components within the project delivery process.</p> <p>BOARD ACTIONS: The Board approved unanimously the Recommended Actions.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, November 15, 2019

TIME: 9:00 AM

**PLACE: City of Carpinteria, Council Hearing Room
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Item	11	<p>Mugu Rock Coastal Sediment Enhancement Program</p> <p>a. Receive a report from BEACON Staff on the Mugu Rock Coastal Sediment Enhancement Program</p>
Minutes/ Actions:		<p>Mr. Comati reported that during the last six months, BEACON Staff have engaged with Caltrans District 7 regarding the possibility for BEACON to assist the State in developing a coastal nourishment program utilizing landslide and debris flow sediment deposited onto Route 1, Route 23, and Route 27 during emergency events or from suitable excavated export materials resulting from planned construction projects. Caltrans is interested in funding BEACON to take the lead in the development of such a program based on BEACON's experience with the South-Central Coast Beach Enhancement Program (SCCBEP). The BEACON Team has assessed this interest and developed a project scope for the "Mugu Rock Coastal Sediment Enhancement Program Project". The project has been formulated to simplify, in terms of environmental review and permitting, the delivery of sediment to the coast. The project identifies Mugu Rock as a single destination location for sediment materials. Source materials would be from emergency events or from excavation export from planned Caltrans projects. Sediment would be placed in the near shore ocean environment at Mugu Rock and would contribute to the overall supply of sediment in the littoral cell.</p> <p>Staff have prepared a Cooperative Agreement with Caltrans to define roles and responsibilities which is being considered by Caltrans. Staff anticipates coming back to the Board with recommended actions in the future once consensus has been reached between the Caltrans Team and BEACON Staff on a path forward.</p> <p>BOARD ACTIONS: The Board received and filed to report.</p>
Item	7	<p>Kelp Anchor Demonstration Project</p> <p>a. Receive an update from BEACON Staff on the Kelp Anchor Demonstration Project.</p>
Minutes/ Actions:		<p>Mr. Greg Christman from the Kelp Anchor Project Team provided a PowerPoint presentation on the progress and evolution of the Kelp Anchor project. Mr. Christman reported that a NFWF Grant has been submitted by SB County Parks for \$1.7M to implement Phase 2 of project which requires new permits and covers an area of approx. 13 acres in Goleta Bay. The PowerPoint presentation will be posted on the BEACON website.</p> <p>Director Richards expressed his support for Phase 2 and indicated that the project would create excellent ecological benefits.</p> <p>Director Ramirez recommended a solid public relations push on this unique project.</p> <p>BOARD ACTIONS: The Board received and filed to report.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

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Item	12	Executive Director's Report and Communications
Minutes/ Actions:	The Executive Director reported that Staff was considering a grant application to NFWF to fund the update to the CRSMP and to establish a new SCCBEP. The Executive Director reported that he was looking into the establishment of a Science Support Team for BEACON and would bring back recommendations to the Board in 2020.	

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

Adjourn to next regular meeting January 24, 2020 at 9:00 AM in Carpinteria City Hall

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date January 16, 2020

Subject: Public Comment and Other Matters not on the Agenda

REQUIRED ACTION:

a. Receive Public Comments.



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STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 3A

To: BEACON Board of Directors
From: Marc Beyeler
Date January 9, 2020

Subject: Presentations on Coastal Monitoring by staff of the US Geologic Survey (USGS) and by representatives of BEACON Local Agency Actions on Sediment Management activities.

Required Action:

- a. Receive a presentation from the US Geologic Survey on its long term shoreline monitoring of the BEACON coast and presentations from local agencies on current and planned sediment management activities, including Santa Barbara County Flood Control, the City of Carpinteria, Ventura County (Channel Islands Harbor), and Port Hueneme.

DISCUSSION:

During the last fifteen years the USGS has monitored the BEACON coast in a variety of ways including beach profiling, wave measurements and sediment transport modeling. More recently this monitoring has included the of modeling that can predict the coastal response to sea level rise and climate change, and the effects of events such as the Montecito Debris Flow of 2018. The USGS staff periodically provide status updates of these efforts to the BEACON Board. The last update presented by USGS staff to the BEACON Board was in July 2018. Importantly, this update will provide the most recent information on the results of shoreline monitoring of the Montecito Debris Flow.

To complement the information from the USGS, BEACON staff has invited representatives of BEACON member agencies to report on their most recent sediment management activities. Representatives of the City of Carpinteria and SB County Flood Control District, and the County of Ventura (Channel Islands Harbor) along with the Port of Hueneme will attend the meeting to describe their current efforts regarding sediment management and to address watershed and shoreline sediment data collection and management activities.

Our goal for the presentations at the meeting is to engage the Board with the latest data and information collection in order to stimulate discussion of how best BEACON can pursue its own policy and project priorities for minimizing beach and shoreline erosion and supporting sustainable regional sediment management.



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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>

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 4A

To: BEACON Board of Directors
From: Marc Beyeler
Date: January 9, 2020

Subject: Mondo's Cove Beach Public Access Stairway Improvement

Required Action:

- a. Approve and authorize the Chair to execute the attached Agreement with Jensen Design & Survey, Inc. in an amount up to and not to exceed \$59,823.00 with a period of performance from January 24, 2020 through June 30, 2020 for design and engineering services for the Mondo's Cove Public Access Improvement Project; and
- b. Approve and authorize the Executive Director to extend the period of performance and to make immaterial changes in accordance with Sections 4.B and 34 of the Agreement.

DISCUSSION:

On November 15, 2019, BEACON staff requested that the Board authorize the Executive Director to execute a design and engineering contract to develop a final design and engineering plan for the Mondo's Cove Public Access Improvement Project located in northern Ventura County.

The contract was attached to the staff report and contained several indemnification and liability provisions. Representatives of Jensen Design & Survey, Inc. proposed material changes to the required provisions. BEACON project staff including BEACON Legal Counsel, reviewed the contract language changes proposed by Jensen and consensus was reached on acceptable language to both BEACON and Jensen Design & Survey Inc. Therefore, BEACON staff is recommending that BEACON enter into the attached contract with the revised terms and conditions (Exhibit 1).



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

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AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Jensen Design & Survey, Inc., having its principal place of business at and 1672 Donlon St, Ventura, CA 93003 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES.** Marc Beyeler, BEACON consulting staff at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Mr. Scott Meckstroth PE at phone number (805) 654-6977 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON
County of Ventura
Office of First District Supervisor
800 S. Victoria Avenue, Suite 1900
Ventura, CA 93009
Attention: Mr. Marc Beyeler

To CONTRACTOR: Jensen Design & Surveys, Inc.
1672 Donlon St,
Ventura, CA 93003
Attention: Mr. Scott Meckstroth PE

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

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

4. **TERM.**

- A. CONTRACTOR shall commence performance after this Agreement has been executed and notice to proceed has been issued to CONTRACTOR by BEACON. All work described herein shall be completed no later than June 30, 2020 unless otherwise directed by BEACON or unless earlier terminated and according to the schedule specified in Exhibit A, unless otherwise directed by BEACON or unless earlier terminated.
- B. The Executive Director of BEACON may extend the time of performance of this Agreement for a period of one year by giving written notice of extension to CONTRACTOR 30 days prior to the completion date specified in Section 4(A), above.

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

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

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

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

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

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

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

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

BEACON shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions reports, data, documents or other materials prepared under this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not

infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless BEACON against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by BEACON in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

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

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

14. **RECORDS, AUDIT, AND REVIEW**. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BEACON shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.

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

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

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

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
2. Cancellation, termination or suspension of the Agreement in whole or in part.

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

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

19. **TERMINATION.**

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

1. **For Convenience.** BEACON may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by BEACON, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on BEACON from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then BEACON will notify CONTRACTOR of such occurrence and BEACON may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, BEACON shall have no obligation to make payments with regard to the remainder of the term.
3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, BEACON may, at

BEACON's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify BEACON as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. **By CONTRACTOR.** Except where BEACON withholds payment pursuant to other terms of this Agreement, should BEACON fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by BEACON within thirty (30) days of written notice to BEACON of such late payment.
- C. **Upon termination,** CONTRACTOR shall deliver to BEACON all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as BEACON may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, BEACON shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to BEACON such financial information as in the judgment of BEACON is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of BEACON shall be final. The foregoing is cumulative and shall not affect any right or remedy which BEACON may have in law or equity.

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

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

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent

permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

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

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

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

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

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

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

30. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such

entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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

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

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

34. **IMMATERIAL CHANGES.** CONTRACTOR and BEACON agree that immaterial changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized may be authorized by BEACON's Executive Director, or designee, in writing, and will not constitute an amendment to the Agreement.

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

ATTEST:

Brian Brennan
BEACON Executive Director
Clerk of the Board

By: _____
Deputy Clerk

BEACON:

By: _____
Gregg Hart
Chairperson
Board of Directors

Date: _____

CONTRACTOR:

Jensen Design & Survey Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
BEACON Counsel

EXHIBIT A

Scope of Services

CONTRACTOR shall provide project-level planning, design, engineering, and cost estimation services which will provide BEACON, its partners, and interested stakeholders, with specific information necessary to proceed to final project implementation, including detailed information sufficient to obtain any and all permit approvals, and to obtain funds to proceed to final engineering and project construction.

- A. About the Project Site.** Mondo's Cove beach is among the most popular and heavily visited beaches along the Ventura coastline. Mondo's Cove provides beach and ocean access and water sports opportunities for visitors of all ages and all abilities and skills. Mondo's Cove also hosts several private surf schools providing water safety training.

Mondo's Cove has extensive on-street parking available across coast highway from the Mondo's Cove beach. Most recently, Ventura County has added portable bathrooms to Mondo's Cove. However, no safe beach access stairway is in place, and visitors must traverse large rip-rap boulders to descend to the beach.

- B. Project General Requirements.** Any new beach access stairway at Mondo's must span the current rip-rap rock structure and will terminate on the sandy beach, as such it will require coastal planning approval(s), and perhaps lease and/or easement approvals.

A new beach access stairway could be the catalyst for a series of coastal access improvements at Mondo's Cove, including pedestrian, parking, and road safety improvements. Caltrans is currently studying a range of different active transportation improvements focused on pedestrian, bike, and parking, vehicle and roadway safety at Mondo's Cove. However, under this RFP solicitation, a new public access stairway is being planned independently and in advance of other access improvements, so it can be completed in a timely manner.

BEACON staff will be responsible for preparing all permit and approval submittals, relying on the information resulting from this RFP solicitation.

PROJECT DELIVERABLES

- A. Project Site Visit with BEACON Staff**

Deliverable: Site Visit Orientation.

- B. Identification of data required to support project design and identification of desired project elements**

Deliverable: Identification of needed project data and listing of project elements to be included in analysis.

- C. Project Site Base map**

Deliverable: Base map including public and private property ownerships, identification of current improvements/facilities, and relevant site conditions, including elevations and topographic conditions. These shall be provided as both hard copies and in a digital format.

D. Options Analysis of Public Access Stairway Improvement

Deliverable: Stairway Options Analysis, a short narrative report, including but not limited to, a review of possible stairway materials (concrete, wood, etc.), construction/installation method(s), and needed related improvements, if applicable.

E. Preliminary Engineering Analysis of Site Conditions Related to Access Stairway Options

Deliverable: Preliminary engineering analysis of site conditions affecting and impacting installation and implementation of access stairway(s). Analysis will include a geotechnical assessment to determine appropriate foundation design.

F. Preliminary Design Option(s)

Deliverable: Preliminary Access Stairway Design Option(s) sited and illustrated on the Base map (3# above) and in concept-level schematic view(s). These shall be provided as both hard copies and in a digital format.

G. Review of Preliminary Design Options with BEACON staff

Deliverable: Meeting with BEACON staff.

H. Development of Plans, Specifications and Cost Estimate for Selected Access Stairway Option

Offeror shall develop a design for the project using the 2018 Greenbook: Standard Specifications for Public Works Construction.

Deliverable:

- Draft Plans, Specifications and Cost Estimate for review by BEACON Team.
- Final Plans, Specifications and Cost Estimate for review by BEACON Team.

I. On-site Presentation of Selected Stairway Design Option with BEACON staff and interested stakeholders

Deliverable: Presentation of Design.

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

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$59,823**.
2. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
3. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A.
4. **Monthly.** CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of presentation.
5. 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.

Attachment B1
SCHEDULE OF FEES

FEE ESTIMATE

We propose to provide the services described on a time and materials basis. We have provided a fee estimate for budgetary purposes in the amount of \$59,823, based on past experiences with similar projects. However, please understand that the actual fees required to successfully complete your project are very difficult to predict, and the final charge for our services could exceed this estimate. We will track time spent against this estimate as the job progresses and bring any expected overages to your attention, prior to exceeding the amount herein. Should any work be needed outside the scope and qualifications discussed above, written authorization shall be requested and obtained prior to starting the work. Minor expense items, such as outside printing, are not included in this fee estimate and will be billed separately.

PROJECT SITE VISIT	\$2,213
BID DATA REQUIRED TO SUPPORT PROJECT DESIGN AND ID DESIRED PROJECT ELEMENTS	\$3,084
SITE BASEMAP	\$11,000
OPTIONS ANALYSIS OF PUBLIC ACCESS STAIRWAY IMPROVEMENTS	\$2,551
PRELIMINARY ENGINEERING ANALYSIS OF SITE CONDITIONS	\$2,000
COASTAL GEOMORPHOLOGY REVIEW	\$5,000
PRELIMINARY GEOTECH INVESTIGATION	\$9,500
STAIRWAY ACCESS DESIGN OPTIONS	\$5,139
COASTAL GEOMORPHOLOGY REVIEW	\$5,000
REVIEW STAIRWAY ACCESS DESIGN WITH BEACON	\$1,898
PRE-DESIGN COMMUNITY MEETING	\$3,054
DESIGN DEVELOPMENT PLANS, SPECS AND COST ESTIMATE	\$6,002
ONSITE PRESENTATION OF SELECTED STAIRWAY DESIGN OPTION	\$3,382
TOTAL	\$59,823

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all losses, damages, costs, expenses (including reimbursement of reasonable attorneys' fees), judgments and/or liabilities that are found to arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the BEACON.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains higher limits than the minimums shown above, the BEACON requires and shall be entitled to coverage for the higher limits maintained by the

CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the BEACON.

B. Other Insurance Provisions

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

1. **Additional Insured** – BEACON, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any General Liability claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the BEACON, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the BEACON, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BEACON.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to BEACON a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the BEACON by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the BEACON has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the BEACON. The BEACON may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the BEACON with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the BEACON before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The BEACON reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, BEACON has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the

Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by BEACON as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that BEACON is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

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

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

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date January 16, 2020

Subject: Board Member Reports



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>

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 5B

To: BEACON Board of Directors
From: Chair Hart, BEACON Board of Directors and Executive Director
Brian Brennan
Date January 9, 2020

Subject: Executive Staff Transition 2020

Required Actions:

- i. Receive Report from BEACON Board Chair and Executive Director and approve Executive Director proposal for Calendar Year 2020 Transition Activities, including job duties for Deputy Executive Director;
- ii. Authorize Chair to appoint an *ad-hoc* Transition Sub-committee of five BEACON Board members;
- iii. Approve and authorize the Executive Director recommendation to appoint Marc Beyeler as Deputy Executive Director for Calendar Year 2020;
- iv. Approve and authorize the Chair to execute a Second Amendment to Agreement with MBA Consultants to increase the scope of work to include Marc Beyeler serving as the Deputy Executive Director of BEACON and to add \$28,000 for increased services for a total amount not to exceed \$64,250 with no change to the period of performance terminating on June 30, 2020.

DISCUSSION:

During the last ten years BEACON has been served by an unpaid Executive Director supported by Ventura County First District Supervisor Steve Bennett in a half-time capacity. Starting in January 2021, Supervisor Bennett will no longer hold the First District Supervisor seat and Executive Director Brian Brennan will no longer be available to serve as an unpaid Executive Director. Executive Director Brennan has expressed his desire to end his service as Executive Director in December 2020. In the 2009 CRSMP, the BEACON Board supported the policy of developing a financial plan for a paid Executive staff.

Staff is recommending the Board authorize the Chair to appoint a Transition Sub-committee of up to five BEACON representatives to coordinate with staff on transition tasks and to meet by teleconference in alternating months from BEACON Board meetings as needed to hear updates from staff on the status of transition planning, including multi-year strategic and financial planning goals and staff reports for Board consideration in 2020.

Executive Director Brennan is recommending Marc Beyeler be designated Deputy Executive Director for BEACON for the calendar



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City of Carpinteria
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County of Ventura

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
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year 2020, starting in January to coordinate transition planning under the direction of the executive direction and in close coordination with the Transition sub-committee. Furthermore, Executive Director Brennan is recommending that Marc succeed as Executive Director at the conclusion of 2020. As a BEACON consultant over the past four years, Marc has proven to be a valuable asset to BEACON and has covered many essential topics for BEACON including agenda development, planning and organization assistance, advice on climate and sea level rise, project management, and program budgeting. Marc has demonstrated a broad range of skills and experiences that could lead BEACON in the future upon Director Brennan's retirement as your Executive Director. Over the past thirty years, Marc has extensive experience and demonstrated results in varied conservation activities in California and within Santa Barbara and Ventura Counties. (See attached Resume)

In training Marc through the year in 2020 as Deputy Executive Director, Executive Director Brennan is proposing Marc expand his responsibilities covering a range of executive tasks, summarized in the accompanying Deputy Executive Director Job Description,(see attached Deputy Executive Director Job Description), focused on strategic program and budget planning, agenda calendaring and management, coordinating science support, and further integrating climate and sea level rise information into BEACON's goals and projects.

Primary Job Duties

1. BEACON Board Meeting Agendas Coordination
2. Strategic Planning Goals
3. Budgeting
4. Inter-Agency Coordination
5. Coordinating Science Support Activities
6. Climate and Sea Level Rise Program Development
7. Project Management Support
8. BEACON Communications

A primary task for Marc in the coming year would be to develop a multi-year program budget for BEACON outlining the financial requirements for supporting paid executive staff. Marc will work with the Executive Director, the Board Chair, the proposed ad-hoc Board Transition Sub-committee, and the BEACON accounting staff to develop a range of budget scenarios to forecast budget needs related to a paid executive staff and to support adequate program funds to meet its strategic planning goals. BEACON Executive Staff will bring the FY 20-21 BEACON Budget the board in March 2020, accompanied by initial 3-5 Year budget scenarios for the Board to review. This budget analysis will include specific information regarding the cost of paid executive staff (Executive Director) to BEACON focused on increased membership dues to support its executive staffing needs.

Developing BEACON strategic planning goals for review and approval by the BEACON Board would underpin financial and budget planning. Considering multi-year strategic planning goals will ensure that any multi-year budget and financial planning will be able to be reviewed against a set of goals and objectives that the Board has reviewed and discussed. Strategic Planning goals will also allow the Board to better understand progress to its goals and objectives and will allow the Board to be better able to evaluate the performance and the accomplishments of its executive

and consultant staff and be best positioned to evaluate the integration of new initiatives into programs and projects.

Developing Strategic Planning goals has been a priority of BEACON since the adoption of the Coastal Regional Sediment Management Plan (CRSMP) in 2009. At its January and July 2010 meetings, the BEACON Board discussed and subsequently approved creation of a Board Subcommittee to review a Draft Strategic Plan for implementing the CRSMP. At its January 2011 Board meeting, the Board approved additional actions to support development of Strategic Plan “project prioritizations.” At its March 2011 Board meeting, the Board received a presentation by Noble Consultants on the SRCMP Strategic Plan. Significant time and conditions have changed since 2011 and it is appropriate to revisit project and program priorities at this time. Staff is recommending the Board consider the development of five-year Strategic Planning goals to frame BEACON priority projects and programs for the period 2020-2025 in order to inform organizational financial and budget planning for BEACON as part of its transition planning.

BEACON Budget Support for Transition Planning: Executive Director Brennan is suggesting that Marc increase his compensated time to 20 hours/weekly through calendar year 2020 as Deputy Executive Director. Importantly, Marc is willing to significantly reduce his hourly rate to accommodate more time on BEACON work within BEACON’s budget, from \$125/hour to \$70.00/hour (a 44% reduction in his hourly rate). Under this recommendation, Marc would remain a contract employee of BEACON, but his hourly rate would be adjusted (\$70/hour) to be more equal to a local government senior executive (without any of the normal benefits added), and not at that of an executive level consultant. The funds for supporting Mr. Beyeler’s increased work as the Deputy Executive Director for the remaining months of FY 2019-2020 will come from currently budgeted contingency funds (\$75,000 budgeted in FY 2019-20), and funding to support Mr. Beyeler’s position for the first half of FY 2020-21 will come from carryover contingency funds or unallocated reserves in the BEACON account (currently \$125,000).

Attached to this staff report is the proposed Job Description for the Deputy Executive Director for the calendar year 2020 and a contract amendment for Mr. Beyeler for the remaining months of the FY 2019-2020 (See attached Contract Amendment and Exhibit 1-Job Description).

EXHIBITS

1. Deputy Executive Director Job Description
2. Marc Beyeler Contract Amendment No. 2, FY 2019-2020
3. Marc Beyeler Resume

Exhibit 1.

Deputy Executive Director- Marc Beyeler
2020
Job Description

1. BEACON Board Meeting Agendas Coordination
Under the direction of the Executive Director, the Deputy Executive Director will coordinate the development and preparation of BEACON Board Meeting Agendas including the development of a schedule for standing agenda items.
 - 1A. Coordinate Planning for BEACON Board Meeting Agendas and Agenda Items
 - 1B. Develop schedule of standing BEACON agenda items
(See attached initial draft schedule for 2020)
 - 1C. Ensure Timely Completion of BEACON Agenda and Agenda Items, including mail-out and posting to BEACON website

2. Strategic Planning Goals: 2020-2025
Under the direction of the Executive Director, and working with the BEACON Program Manager, the Deputy Executive Director will coordinate developing and preparing initial five-year strategic planning goals for review and approval by the BEACON Board.
 - 3A. Develop of Initial BEACON Staff Strategic Planning Goals
 - 3B. Present Draft Strategic Planning Goals to BEACON Board for review
 - 3C. Prepare Final Strategic Planning Goals for Board Approval

3. Budgeting
Under the direction of the Executive Director, the Deputy Executive Director will coordinate the development and preparation of annual and multi-year budget documents for review and approval by the BEACON Board.
 - 3A. Develop FY 2020-21 BEACON Budget for Board Review
Present Draft FY 2020-21 BEACON Budget to Board
Present Final FY 2020-21 BEACON Budget to Board
 - 3B. Develop Three to Five-Year BEACON Budget Plan
Develop Draft Three to Five-Year BEACON Budget Scenarios
Present Draft Three-Five Budget Scenarios to Board
Revise and Present Final Five-Year Budget to Board

4. Inter-Agency Coordination
The Deputy Executive Director will assist the Executive Director in continuing BEACON's inter-agency coordination and partnerships.
 - 4A. California Sediment Management Workgroup

The DED will represent BEACON at the bi-monthly meetings of the California Sediment Management Workgroup either in person or by teleconference and report back to the Executive Director.

4B. Support ED in Local Government Communications and Presentations

The DED will accompany the ED to at least one meeting of each of the BEACON member agencies' governing body to present BEACON's strategic planning goals and partner accomplishments during the 2020 Calendar Year.

5. Coordinating Science Support Activities

Under the direction of the Executive Director, the Deputy Executive Director coordinate and manage increased science support activities during the 2020 calendar year.

5A. Science Roundtable

The DED will organize a science roundtable to address BEACON science needs during the 2020 calendar year.

5B. Science Advisory Panel

The DED will coordinate the formation of a group of science advisors to BEACON to increase science support for BEACON during the 2020 calendar year.

6. Climate and Sea Level Rise Adaptation and Regional Sediment Management Program Development

Under the direction of the Executive Director, the Deputy Executive Director will manage program and project initiatives and activities further integrating climate and sea level rise information, data and science into BEACON's Regional Sediment Management activities.

6A. Climate and Sea Level Rise Update to CRSMP

Develop work scope and seek funding to support update to the Coastal Regional Sediment Management Plan.

6B. Climate and Sea Level Rise Adaptation Policy Development

Coordinate and schedule presentations by member jurisdictions on the status of their climate adaptation planning initiatives through the 2020 calendar year. Prepare Regional Climate and SLR Adaptation Policies Report by the end of the 2020 calendar year for presentation to the BEACON Board for review.

7. Project Management Support

The Deputy Executive Director will coordinate the development and preparation of BEACON Board Meeting Agendas under the direction of the Executive Director, including the development of a schedule for standing agenda items.

7A. Mondo's Cove Public Beach Access

The DED will continue to provide project management for final design and engineering of public access stairway at Mondo's Cove beach in Ventura.

7B. Surfers Point Living Shoreline and Managed Retreat

The DED will continue to provide project management for final design and engineering of the Surfers Point Project in Ventura.

8. BEACON Communications

Under the direction of the Executive Director, the Deputy Executive Director will coordinate review of BEACON communications and will assist with preparation of outreach and communications materials

8A. Coordinate Review of BEACON Communications

Work with BEACON Website communications consultant and Executive Director to review status of communications activities, primarily through the BEACON Website.

8B. Assist ED in Communications

Work with the Executive Director to prepare BEACON outreach and communications materials.

Amendment No. 2
to the Agreement for Services

January 24, 2020

This Amendment No. 2 to the Agreement for Services (“Amendment No. 2”) is entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment (“BEACON”) and MBA Consultants (“Contractor”), individually referred to as “Party,” collectively “Parties.”

WHEREAS, on May 7, 2019, the Parties entered into the Agreement for Services for Contractor to assist BEACON in climate and sea level rise adaptation planning, organizational/program assistance, financial planning and fundraising and project management;

WHEREAS, on November 15, 2019, the Parties entered into Amendment No. 1 to fund management services for Mondo’s Cove Public Access Improvements project;

WHEREAS, BEACON requires additional services in project assistance for the Surfers Point Project in support of grant funding application requests; and

WHEREAS, BEACON requires additional organizational support services in support of BEACON’s executive staff transition planning (a description of which are detailed in Exhibit 1 attached); and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree to amend the Agreement for Services through this Amendment No. 1 as follows:

Article III, COMPENSATION AND EXPENSES, Section A is deleted and replaced in its entirety as follows:

- A. FEES: For Contractor services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$64,250.

This amendment to the Agreement is made pursuant to and complies with Section VII “OTHER”, Article C “AMENDMENT, WAIVER” of the Agreement. This Amendment No. 2 is hereby incorporated into the Agreement.

Ratifications. The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 1. The terms and provisions of the Agreement and Amendment No. 1, except as expressly modified and superseded by this Amendment No. 2, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

Counterparts. This Amendment No. 2 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(signatures on following page)

IN WITNESS WHEREOF, this Amendment No.2 is executed by the Parties hereto and shall be effective as of January 24, 2020.

CONTRACTOR

BEACON

By: _____
Name: Marc Beyeler
Title: Principal, MBA Consultants

By: _____
Name: Gregg Hart
Title: Chair, BEACON

Date: _____

Approved as to Form:
Michael C. Ghizzoni
County Counsel

Attest:

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

By: _____
Name: Brian Brennan
Title: Executive Director

Resume

*Climate Adaptation Planning
Strategic, Organizational, and Financial Planning
Environmental Planning and Management*

Marc Beyeler

111 El Camino Real
Berkeley, CA 94705
(510) 316-6095 phone
(510) 652-7274 fax
marcbeyeler@mac.com
mbeyeler@ucsc.edu

Climate Adaptation, Coastal Environmental Planning and Organizational Services

Marc Beyeler is an experienced environmental planner and senior manager with many years' experience managing professional, technical and administrative staff and staff teams, addressing a broad range of environmental planning projects and programs, many involving facilitation, program planning and stakeholder and public outreach.

Marc works with public and community partners to plan, implement and maintain a broad range of climate adaptation, coastal planning and environmental development programs and projects. Marc has teamed with many different consulting partners including other independent planners, scientists, planning and design professionals, and client sponsors to provide executive-level planning, organizational, and program services.

His planning and program experience, as well as his excellent interpersonal and communication skills, have contributed to his ability to help resolve many community planning and environmental disputes involving diverse stakeholders. Marc is a policy expert, having served on several governmental policy, program, and funding panels. Marc teaches and conducts research at the University of California.

Environmental Planning Consultant, 2009 to Present

MBA Consultants, Principal

Providing independent conservation and environmental and climate adaptation and coastal planning services, including program and project facilitation, implementation, stewardship, and evaluation. He is currently developing consulting partnerships focused on coastal resource and land conservation, community and urban planning, program development and evaluation, and public financing.

Marc Beyeler and MBA Consultants provide timely and highly strategic problem solving, project and program development, evaluation, and public financing services. Marc is experienced in effectively translating scientific and technical information to decision-makers and public audiences. He can assist in developing effective public and stakeholder participation.

Selected Recent Clients and Project Accomplishments:

Beach Erosion Authority for Clean Oceans and Nourishment JPA (BEACON)
East Bay Dischargers Authority JPA (EBDA)
San Francisco Estuary Institute/Aquatic Science Center (SFEI/ASC)
Santa Monica Bay Restoration Commission/Bay Foundation (SMBRC/SMBRF)

**Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)
Climate and Sea Level Rise Adaptation Consultant 2014-2018**

Marc provides consulting services to BEACON, a Joint Powers Authority (JPA) formed by the counties of Ventura and Santa Barbara, and six coastal cities, spanning approx. 125 miles of the California coast, to assist in coordinating BEACON's Climate and Sea Level Rise Adaptation efforts, including updating its Regional Coastal Sediment Management Plan adopted in 2009. Marc has assisted in developing policy documents for the BEACON Board of Directors, carried out policy research, and assisted with environmental restoration project implementation. Carried out as Principal, MBA Consultants.

**East Bay Dischargers Authority (EBDA)
Climate Ready Adaptation Study 2013-2015**

Marc acted as coordinating consultant for a climate adaptation planning process for integrating wastewater and bay wetland projects into multi-benefit, "natural infrastructure." Marc worked with EBDA staff, representatives of the San Francisco Estuary Institute/Aquatic Science Center (SFEI/ASC), and climate and wetland restoration specialists from Environmental Science Associates (ESA). Coordinated as Principal, MBA Consultants.

**Aquatic Science Center/San Francisco Estuary Institute
Strategic and Organizational Planning 2010-2011**

Assisted Executive Director, senior staff and Board of Directors of the Aquatic Science Center in developing a 5-year Strategic Plan. Assisted Executive Director of SFEI in developing integration plan for combined Strategic Plans for ASC and SFEI. The range of services provided in the professional services contract included: collaborative development and coordination of strategic planning process; development of planning materials and memos; meeting agenda development and facilitation; collection and analysis of data via key informant interviews and surveys and other "environmental scan" activities; and collaborative development of draft and final versions of Strategic Plan and supporting documentation. Led as Principal, MBA.

**Santa Monica Bay Restoration Foundation
Organizational and Program Planning 2009-2012**

Assisting Executive Director, senior staff, and Executive Committee of the Board of Governors in strategic, program and organizational planning, including assisting staff in identifying opportunities for increasing capacity for expanded partnerships with cooperating agencies, identifying program and science services needs and opportunities, identifying elements of long-term budget and financial planning, and advising staff on organizational options. Consultant to contractor, Working in Concert.

Professional History:

**The Trust for Public Land, 2006 to 2008
Director of Projects, Western Regional Office**

Supervised more than four dozen professional project staff covering the states of California, Nevada, Utah, Arizona, and New Mexico. The project staff was involved annually in three to four dozen land conservation acquisition, restoration, and park projects with a total annual capital investment of between \$100 and \$200 million. Managed senior and professional staff in completion of Railyard Park in Santa Fe, New Mexico. Developed the California coastal restoration program involving the investment of more than \$20 million to preserve and restore coastal watershed lands in order to prevent coastal nonpoint source pollution and promote coastal nearshore ecosystem health.

Served as a member of the regional Senior Leadership Team, managing the annual project budget and project portfolio; managed regional strategic planning efforts; provided programmatic coordination of the region's initiatives with a broad range of external stakeholders and partners. Directly supervised each State and Area Director within the Western Regional Office, and was responsible for regional management of all

professional and technical staff totaling four dozen personnel. Organized and conducted regular meetings of all supervising professional staff as well as conducted their personnel reviews. Provided periodic program reviews and developed annual project and budget forecasts.

California State Coastal Conservancy 1984 to 2006

Southern California Regional Manager, 2003-2006

Responsible for supervision of the Southern California Regional Program Staff, covering the counties of Ventura, Los Angeles, Orange and San Diego. Responsible for the completion of several large-scale resource enhancement, acquisition, and resource restoration projects, including the Agency's participation in several statewide wetland and coastal enhancement programs. Responsible for representing the Coastal Conservancy on the Santa Monica Bay Restoration Commission. Responsible for administering \$25 million Grants Program to implement the Bay Plan from Proposition 12. Served on the Clean Beaches Task Force, appointed by the State Water Resources Control Board.

Senior Programs Specialist, 1997-2003

Managed controversial, complex, and highly visible projects of the Coastal Conservancy, including the Conservancy's Coastal Water Quality Program. Managed Coastal Septics Demonstration Program. Programmed more than \$40 Million in regional habitat protection efforts. Responsible for several program, budgeting, and planning assignments, including participating on numerous statewide coastal and marine policy committees, including the Interagency Coordinating Committee for California's Nonpoint Source Pollution (NPS) Control Program.

South Coast Program Co-Coordinator, 1994-1997

The Coastal Conservancy instituted geographic workgroups, including two for the coastal southern California counties. Geographic work group covered San Diego and Los Angeles counties. Responsible for the completion of several large-scale resource enhancement acquisition projects, including the Conservancy's participation in the Natural Community Conservation Planning (NCCP) program. Responsible for managing diverse group of professional staff and consultants.

Program Manager, Urban Waterfronts, 1984-1994

The Waterfronts Program committed more than \$25 million in project funding between 1985 and 1995, leveraging more than \$125 million dollars in other public funding. Additional private investment was leveraged by the public investment. Responsible for the development of nearly two dozen coastal waterfront community development and redevelopment projects, including the reconstruction and restoration of piers, public access improvements and commercial fishing support facilities and marine industrial facilities, involving the preservation and/or re-use of historic buildings, structures and sites.

Selected Planning, Restoration, and Public Access Plans and Projects:

Surfers Point Living Shoreline and Managed Retreat Demonstration Project, Ventura
Ballona Wetlands Restoration Project; Interim Stewardship and Access Management Plan, Los Angeles
LA Harbor-San Pedro/Wilmington Public Access Plan, Los Angeles
Crissy Field Wetland Restoration Project; Crissy Field Wetland Urban Waterfront and Public Access Plan, San Francisco
Malibu Lagoon Restoration Project, Los Angeles, California; Malibu Lagoon Restoration Plan, Los Angeles
Pier 1 Marine Learning Center Feasibility Analysis, San Francisco
San Francisco Pier 45 Feasibility Analysis, San Francisco

Select Professional and Community Activities

Member, Bays and Estuaries Work Group, National Sea Grant College Program, NOAA
Member, Editorial Advisory Board, Estuary, Magazine, San Francisco Estuary Partnership
Member, California Clean Beaches Task Force, State Water Resources Control Board
Member, California Marine Resources Committee, California Sea Grant, University of California
Member, Santa Monica Bay Restoration Commission

Member, Interagency Coordinating Committee (IACC), CA NPS Pgm

Member, Environmental Hearing Board, City of Santa Barbara

Selected Publications and Reports

Marcelo Obraczka, Marc Beyeler, Alessandra Magrini, and Luiz Fernando Legey. 2017. Analysis of Coastal Environmental Management Practices in Subregions of California and Brazil. Journal of Coastal Research. <http://dx.doi.org/10.2112/JCOASTRES-D-15-00239.1>.

Connor, Mike, et. al. 2015. Sea Level Rise Adaptation Planning Project: Decentralized Wastewater Discharges & Multiple Benefit Natural Infrastructure. East Bay Dischargers Authority (EBDA), San Leandro, Ca., September 2015. (Contributor and Project Manager)

Needles, Lisa A., Sarah E. Lester, Richard Ambrose, Anders Andren, Marc Beyeler, Mike Connor, James E. Eckman, Barry Costa-Pierce, Steven D. Gaines, Kevin D. Lafferty, Hunter Lenihan, Julia Parrish, Mark S. Peterson, Amy E. Scaroni, Judith Weis, Dean E. Wendt. 2013. Managing Bay and Estuarine Ecosystems for Multiple Services. Estuaries and Coasts, DOI 10.1007/s12237-013-9602-7. Coastal and Estuarine Research Federation, 2013.

Beyeler, Marc and Elena Eger. 2013. Urban River Restoration in Los Angeles: The Collaborative Role of California's State Conservancies. Urban Coast, Vol. 4, No. 1, December, 2013. Loyola Marymount University, Los Angeles, Ca.

Beyeler, Marc. 2012. Implementing Ecosystem-Based Management: Lessons from the Surfers Point Managed Retreat, Ventura River Watershed. A Report to National Sea Grant College Program, NOAA Healthy Coastal Systems Task Force, Sliver Spring, Maryland.

Beyeler, Marc, Mark Abramson, and Steve Seville. 2011. "Restoring Malibu Lagoon: A Case Study in Collaborative Coastal Restoration," in Proceedings from Conference on Coastal Engineering Practice, American Society of Civil Engineers (ASCE), Reston, Virginia.

Beyeler, Marc. 2000. "Dangerous Currents: The Questionable Quality of our Coastal Waters," California Coast and Ocean. Vol.16, No. 3, Autumn, 2000. California State Coastal Conservancy: Oakland, Ca.

Beyeler, Marc, Elena Eger, Vinicio Macias Zamora, and Laura Durazo. 1997. "Conserving the Marine Resources of the Southern California Bight," California and the World Ocean '97, pp. 586-592. American Society of Civil Engineers (ASCE), Reston, Virginia.

Beyeler, Marc and Elena Eger. 1996. "Everyone Aboard, Stakeholder and Community-Based Consensus Planning Helps Californians Protect Their Environment and Natural Resources," Los Angeles Daily Journal. October, 24, 1996. Daily Journal Publishing Co.: Los Angeles, CA.

Beyeler, Marc. 1994. Opportunities for Reform in Sharing Revenues from the Development of the Outer Continental Shelf in the United States. Ocean & Coastal Management, 23 (1994), 193-199.

Dowell, David E., Marc Beyeler, and Chun-Cheng Sidney Wong. 1994. Evaluation of California's Enterprise Zone and Employment and Economic Incentive Programs. California Policy Seminar, University of California, Berkeley. Prepared by the Institute of Urban and Regional Development, University of California, Berkeley.

Resume for Marc Beyeler

Page 5

Beyeler, Marc and David Alumbaugh. 1994. Waterfront Revitalization in California: The Case of the California State Coastal Conservancy Urban Waterfronts Program. California State Coastal Conservancy, Oakland, California and Center for Environmental Design Research, University of California, Berkeley: Berkeley, Ca.

Beyeler, Marc, Joan Cardellino and Martin Carvajal. 1988. Pier 45: Fisheries and Marine Environmental Research Center: Concept Alternatives. October, 1988. Urban Waterfronts Program, California State Coastal Conservancy: Oakland, CA.

Education

MA University of California, Santa Barbara (Public and Social Affairs)

BA University of California, Santa Barbara (Sociology)

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 5C

To: BEACON Board of Directors
From: Marc Beyeler
Date: January 9, 2020

Subject: BEACON Science Support Assistance-Professional Services Agreement

Required Action:

- a. Approve and authorize the Chair to execute an Agreement for professional services of Independent Contractor Dr. Douglas George to assist in organizing BEACON's science workshop in an amount not to exceed \$5,000 with a period of performance to June 30, 2020.

DISCUSSION:

At the November meeting of the BEACON Board, Staff recommended two actions to address BEACON science support needs, including as the first step, convening a workshop of physical and social scientists to discuss the current status of science related to sediment and climate to provide BEACON with the most up to date science data and information.

Currently, several different data collection and research efforts focused on coastal sediment processes, coastal and ocean physical systems, and a range of climate adaptation needs are being undertaken by partner organizations which could help inform BEACON's Regional Sediment Management actions going forward.

BEACON Staff proposed a roundtable of physical and social science, and research agency personnel that are knowledgeable and active within the BEACON Coast, to examine and discuss the state of current coastal sediment process, climate science, research activities, and data. This roundtable will help identify long term data and research gaps, and identify on-going and future research needs, to support advancing regional coastal sediment management and coastal climate change adaptation.

Specifically, this roundtable will be an opportunity to:

- share data and research assumptions, methods, and findings;
- identify gaps and voids in current research;
- identify on-going data collection, monitoring and research needs;
- examine how integrated physical and social science initiatives can support decision-making, and needed links and pathways from science to policy development and decision-making; and
- identify scientists interested and available to serve on STAC and recruit an initial panel.



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 results of the roundtable will be summarized and will be presented to the BEACON Board of Directors at a regularly scheduled meeting following the roundtable. In addition, the results will be distributed to the many partner research, funding, and policy organizations involved with BEACON.

Staff is recommending that BEACON enter into a professional services agreement with Dr. Douglas George to assist Mr. Beyeler in organizing the science workshop under a limited term contract. Dr. George is an experienced coastal and marine science specialist with particular expertise in littoral cell sediment transport and fate, and a recognized leader in sediment management and climate science and policy.

Dr. George has served as a member of the California Coastal Sediment Management Workgroup and was the author of the state's most recent regional sediment management plan (Sonoma-Marine Coastal Regional Sediment Management Report, 2018). Dr. George holds a PhD from Univ. of California in Oceanography and for many years was associated with the UC Davis Bodega Bay Marine lab. Dr. George is a member of the Board of Directors of the California Shore and Beach Preservation Association, serves on the Sediment Technical Advisory Committee of the San Francisco Bay Conservation and Development Commission (BCDC), and is currently a Managing Director of the American Shore and Beach Preservation Association.

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

Douglas A. George (“Contractor”)
157 Woodland Ave, Unit 3, San Rafael, CA
94901 Phone: 650-776-1449
E: doug.george@gmail.com

I. CONTACT INFORMATION.

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

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

To BEACON: Gerald Comati
BEACON
1943 Grand Avenue
Santa Barbara, CA 93103
T:805-062-0488
E:comati@beacon.ca.gov

To CONTRACTOR: Douglas George
157 Woodland Ave, Unit 3, San Rafael, CA 94901
T: 650-776-1449
E: doug.geirge@gmail.com

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

II. SCOPE OF WORK.

A. SCOPE OF WORK (“Services”):

1. Assist BEACON consultant staff in organizing a BEACON science support workshop, including, but not limited to, assisting BEACON staff in undertaking

all workshop preparation activities, preparing workshop invitation materials, developing workshop agenda and support materials, identifying and recruiting science and technical personnel to present at and attend the meeting, arranging and assisting in conducting workshop preparation teleconference calls, and assisting in workshop logistics.

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: January 24, 2020 – June 30, 2020.

III. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$5,000.00.

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. BEACON shall approve any changes to the approved budget in writing through an Amendment to this Agreement.

IV. INDEPENDENT CONTRACTOR; TAXES

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

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

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

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

VI. CANCELLATION

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

VII. OTHER

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

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

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

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

E. CALIFORNIA LAW AND JURISDICTION. This Agreement shall be construed in accordance with the laws of California applicable to agreements made and to be performed entirely in California. Any litigation regarding this Agreement or its contents shall be filed in the county of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

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

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

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

I. RECORDS, AUDITS, AND REVIEW. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

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

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

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

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

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

(Signatures on following page)

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of January 24, 2020.

CONTRACTOR

By: _____
Name: Douglas George
Title: Principal,
Date: _____

Approved as to Form:

County Counsel

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

BEACON

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

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director

ATTACHMENT 1

Douglas George
2019/2020 Consultant Rates*

- | | |
|---|---------------------|
| 1. Principal | \$75.00-\$125.00/hr |
| 2. Specialists | Various |
| 3. Administrative | \$50.00-\$60.00/hr |
| 4. Reasonable Travel and transportation | Billed at cost |
| 5. Mileage | \$0.54/mile |
| 6. 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.

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: #5D



To: BEACON Board of Directors
From: Ventura County Auditor-Controller’s Office
Date: January 24, 2020
Subject: Auditor-Controller Recommended Actions

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

RECOMMENDATION:

- A.) Receive and file the Fiscal Year 2019-2020 Unadjusted Budget-to-Actual report for the year-to-date period ending December 31, 2019 (Exhibit I).
- B.) Authorize the Auditor-Controller’s Office to make budgetary adjustments as follows: (requires 6/10th vote):

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

INCREASE	Other Professional and Specialized Services	\$ 33,250
DECREASE	Engineering and Technical Surveys	\$ 11,131
DECREASE	Contingency	\$ 16,869
INCREASE	Revenue - Other Governmental Agencies	\$ 5,250

Ventura Address:

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

DISCUSSION:

Recommendation A:

Receive and file report from Ventura County Auditor-Controller’s Office on the Unadjusted Budget-to-Actual for Fiscal Year 2019-2020 for the period ending December 31, 2019 (Exhibit I).

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Recommendation B:

The following budgetary adjustments are being recommended for the Surfer’s Point Project and Executive Staff Transition 2020 Planning:

Internet:

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

- 1.) To increase **Other Professional and Specialized Services** by **\$33,250** to adjust for the Second Amendment to the Agreement for Services contract with **Marc Beyeler** (as proposed in Agenda Item #5B) for increased scope of work and services by the position of Deputy Executive Director of BEACON. (See Exhibit 1 of the Second Amendment for Services contract for the full 2020 Job Description)

- 2.) To decrease **Engineering and Technical Surveys** by **\$11,131** to adjust for the amount remaining in the contract budget for consulting services previously performed by James Bailard, who has recently retired. This decrease is offset by a matching increase in **Other Professional and Specialized Services**, included in above-referenced item B1.
- 3.) To increase **Revenue – Other Governmental Agencies** by **\$5,250** to represent the anticipated reimbursement from the City of Ventura for BEACON consulting services provided for the Surfer's Point Project.
- 4.) To decrease **Contingency** by **\$16,869** to cover the additional expense for consulting services provided to BEACON as described in the Second Amendment to the Agreement for Services contract with Marc Beyeler and proposed in Agenda Item #5B. The use of the contingency is required since there are no other sources of funding available for the increased scope of work and necessary services described herein.

BEACON FUND 0025
YEAR TO DATE UNADJUSTED BUDGET TO ACTUAL FY 2019-20
FOR THE MONTH ENDING DECEMBER 31, 2019

Unit	Account Number	Title	BUDGET			ACTUAL YTD			Variance Favorable (Unfavorable)
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	
UNASSIGNED FUND BALANCE									
		Beginning Balance	72,955	-	72,955	198,055.44		198,055.44	125,100.44
	5995	Unassigned Fund Balance	72,955	-	72,955	198,055.44		198,055.44	125,100.44
REVENUE									
5665	8911	Investment Income - (Interest Earnings)	6,000	-	6,000	929.17		929.17	(5,070.83)
5665	9252	State Other - (OPC Grants)	372,365	64,000	436,365	-		-	(436,365.00)
5665	9371	Other Governmental Agencies - (Member Dues)	147,095	-	147,095	147,095.00		147,095.00	-
	Total Revenue		525,460	64,000	589,460	148,024.17		148,024.17	(441,435.83)
	TOTAL SOURCES		598,415	64,000	662,415	346,079.61		346,079.61	(316,335.39)
EXPENDITURES									
5665	2072	Insurance	3,500	-	3,500	3,913.48	-	3,913.48	(413.48)
5665	2131	Membership Dues	500	-	500	-	-	-	500.00
5665	2159	Miscellaneous Expenses (Kelp Anchor Permits, Office Expenses, Funding Workshop, SCCBEP)	13,050	-	13,050	-	-	-	13,050.00
5665	2183	Engineering and Technical Surveys (Tech Advisor- J Bailard, Project Management - COM3)	61,500	-	61,500	15,309.50	46,190.50	61,500.00	-
5665	2185	Attorney Services (County of Santa Barbara)	12,000	-	12,000	1,498.00	10,502.00	12,000.00	-
5665	2199	Other Professional & Specialized Services (Accounting Srv. - County of Ventura, Marc Beyeler, Pam Baumgardner)	48,500	64,000	112,500	13,645.38	20,675.00	34,320.38	78,179.62
5665	2273	Education, Conferences, and Seminars (Registration Fees)	2,000	-	2,000	-	-	-	2,000.00
5665	2292	Travel Expenses (Misc Payments, Travel & Conf.)	10,000	-	10,000	-	-	-	10,000.00
	Total Overhead Expenditures		151,050	64,000	215,050	34,366.36	77,367.50	111,733.86	103,316.14
	Grant Funded Expenditures								
	OPC - Debris Basins Removal:								
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1, 8 & 9) - COM3	6,000	-	6,000	-	6,000.00	6,000.00	-
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1 & 8) - J Bailard	4,000	-	4,000	-	4,000.00	4,000.00	-
5665	2183	Planning, Engineering, Construction, CM, Monitoring & Restoration - (Tasks 2, 3, 4, 5, 6 & 7) - SB County Flood Control District	8,000	-	8,000	-	-	-	8,000.00
	Total Grants - OPC - Debris Basins Removal:		18,000		18,000		10,000.00	10,000.00	8,000.00
	Grants - OPC - Surfer's Point Project:								
5665	2183	Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	354,365	-	354,365	-	-	-	354,365.00
	Total Grants - OPC - Surfer's Point Project:		354,365		354,365				354,365.00
	Total Grant Funded Expenditures		372,365		372,365		10,000.00	10,000.00	362,365.00
5665	6101	Contingency	75,000	-	75,000	-	-	-	75,000.00
	TOTAL EXPENDITURES		598,415	64,000	662,415	34,366.36	87,367.50	121,733.86	540,681.14
	Ending Unassigned Fund Balance							311,713.25	

BEACON - FUND 0030 - BEACON Sand Supply and Public Access

Unadjusted Balance, as of December 31, 2019: 63,427.53

Exhibit 1.

Deputy Executive Director- Marc Beyeler
2020
Job Description

1. BEACON Board Meeting Agendas Coordination
Under the direction of the Executive Director, the Deputy Executive Director will coordinate the development and preparation of BEACON Board Meeting Agendas including the development of a schedule for standing agenda items.
 - 1A. Coordinate Planning for BEACON Board Meeting Agendas and Agenda Items
 - 1B. Develop schedule of standing BEACON agenda items
(See attached initial draft schedule for 2020)
 - 1C. Ensure Timely Completion of BEACON Agenda and Agenda Items, including mail-out and posting to BEACON website

2. Strategic Planning Goals: 2020-2025
Under the direction of the Executive Director, and working with the BEACON Program Manager, the Deputy Executive Director will coordinate developing and preparing initial five-year strategic planning goals for review and approval by the BEACON Board.
 - 3A. Develop of Initial BEACON Staff Strategic Planning Goals
 - 3B. Present Draft Strategic Planning Goals to BEACON Board for review
 - 3C. Prepare Final Strategic Planning Goals for Board Approval

3. Budgeting
Under the direction of the Executive Director, the Deputy Executive Director will coordinate the development and preparation of annual and multi-year budget documents for review and approval by the BEACON Board.
 - 3A. Develop FY 2020-21 BEACON Budget for Board Review
Present Draft FY 2020-21 BEACON Budget to Board
Present Final FY 2020-21 BEACON Budget to Board
 - 3B. Develop Three to Five-Year BEACON Budget Plan
Develop Draft Three to Five-Year BEACON Budget Scenarios
Present Draft Three-Five Budget Scenarios to Board
Revise and Present Final Five-Year Budget to Board

4. Inter-Agency Coordination
The Deputy Executive Director will assist the Executive Director in continuing BEACON's inter-agency coordination and partnerships.
 - 4A. California Sediment Management Workgroup

The DED will represent BEACON at the bi-monthly meetings of the California Sediment Management Workgroup either in person or by teleconference and report back to the Executive Director.

4B. Support ED in Local Government Communications and Presentations

The DED will accompany the ED to at least one meeting of each of the BEACON member agencies' governing body to present BEACON's strategic planning goals and partner accomplishments during the 2020 Calendar Year.

5. Coordinating Science Support Activities

Under the direction of the Executive Director, the Deputy Executive Director coordinate and manage increased science support activities during the 2020 calendar year.

5A. Science Roundtable

The DED will organize a science roundtable to address BEACON science needs during the 2020 calendar year.

5B. Science Advisory Panel

The DED will coordinate the formation of a group of science advisors to BEACON to increase science support for BEACON during the 2020 calendar year.

6. Climate and Sea Level Rise Adaptation and Regional Sediment Management Program Development

Under the direction of the Executive Director, the Deputy Executive Director will manage program and project initiatives and activities further integrating climate and sea level rise information, data and science into BEACON's Regional Sediment Management activities.

6A. Climate and Sea Level Rise Update to CRSMP

Develop work scope and seek funding to support update to the Coastal Regional Sediment Management Plan.

6B. Climate and Sea Level Rise Adaptation Policy Development

Coordinate and schedule presentations by member jurisdictions on the status of their climate adaptation planning initiatives through the 2020 calendar year. Prepare Regional Climate and SLR Adaptation Policies Report by the end of the 2020 calendar year for presentation to the BEACON Board for review.

7. Project Management Support

The Deputy Executive Director will coordinate the development and preparation of BEACON Board Meeting Agendas under the direction of the Executive Director, including the development of a schedule for standing agenda items.

7A. Mondo's Cove Public Beach Access

The DED will continue to provide project management for final design and engineering of public access stairway at Mondo's Cove beach in Ventura.

7B. Surfers Point Living Shoreline and Managed Retreat

The DED will continue to provide project management for final design and engineering of the Surfers Point Project in Ventura.

8. BEACON Communications

Under the direction of the Executive Director, the Deputy Executive Director will coordinate review of BEACON communications and will assist with preparation of outreach and communications materials

8A. Coordinate Review of BEACON Communications

Work with BEACON Website communications consultant and Executive Director to review status of communications activities, primarily through the BEACON Website.

8B. Assist ED in Communications

Work with the Executive Director to prepare BEACON outreach and communications materials.

STAFF REPORT

Meeting Date: January 24, 2020
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date January 16, 2020

Subject: Executive Director's Report and Communications



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>