

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, July 20, 2018
TIME: 9:00 AM
PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

MEETING AGENDA

1. **Call to Order, Roll Call and Introductions – Jon Sharkey**
2. **Approval of Agenda and Filing of Certificate of Agenda Posting**
Action: Approve and file.
3. **Consideration and Approval of Minutes of the BEACON Meetings held on March 16, 2018.**
Action: Approve and file.
4. **Public Comment and Other Matters not on the Agenda**
 - a. Receive public comments.
5. **Reports**
 - a. Reports from legislative offices.
 - b. Board Members Reports and Updates.
6. **Auditors Controllers Recommended Actions**
 - a. Adopt Recommended Final Fiscal Year 2018-19 Budget. (Exhibits I)
 - b. Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2018-2019 budget where the Fiscal Year 2017-2018 actual year-end closing fund balance differs from the budget estimate.
 - c. Approve membership dues for Fiscal Year 2018-2019.
 - d. Receive and file the Fiscal Year 2018-2019 Budget-to-Actual report for the year-to-date period ending June 30, 2018 (Exhibit II).
7. **Approve and Authorize the Chair to Sign the FY 2018-2019 Annual Staff/Consultant Agreements**
 - a. Approve, ratify, and authorize the Chair to execute the Technical Advisor Services Contract for an amount not to exceed \$22,000 with James A. Bailard for the term of July 1, 2018 to June 30, 2019.
 - b. Approve, ratify, and authorize the Chair to execute the Legal Services Contract for an amount not to exceed \$12,000 with County of Santa Barbara County Counsel's Office for the term of July 1, 2018 to June 30, 2019.
 - c. Approve, ratify, and authorize the Chair to execute Auditor Services Contract for an amount not to exceed \$15,000 with County of Ventura Auditor-Controller's Office for the term of July 1, 2018 to June 30, 2019.
 - d. Approve, ratify, and authorize the Chair to execute the Program Management Services Contract with COM3 Consulting for an amount not to exceed \$53,000 for the term of July 1, 2018 to June 30, 2019.
 - e. Approve, ratify, and authorize the Chair to execute the Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for an amount not to exceed \$21,500 for the term of July 1, 2018 to June 30, 2019.
 - f. Approve, ratify, and authorize the Chair to execute the Web Site and



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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:

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Facebook Page maintenance Services Contract with Pam Baumgardner for an amount not to exceed \$2,000 for the term of July 1, 2018 to June 30, 2019.

- g. Approve, ratify, and authorize the Chair to execute the Biennial Audit Contract with Fedak & Brown LLP for Financial Auditing Service for \$10,180 for the term of July 1, 2018 to March 31, 2019.

8. Report on Funding Pursuits

- a. Receive a report from Staff on the current status of BEACON funding pursuits.

9. BEACON Coastal Study

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

10. January 9, 2018 Montecito Debris Flow Presentation

- a. Receive a presentation from the Santa Barbara County Flood Control and Watershed Conservation District on the activities to clear debris basin , creeks and streambeds after the January 9th debris flow.

11. Executive Director's Report and Communications.

Adjourn to next regular meeting, September 21, 2018 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: July 20, 2018
Agenda Item: #2

To: BEACON Board of Directors
From: Executive Director
Date July 16, 2018

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: July 20, 2018
Agenda Item: #3

To: BEACON Board of Directors
From: Executive Director
Date July 16, 2018

Subject: Consideration and Approval of Minutes of BEACON Meeting held March 16, 2018

REQUIRED ACTION:

a. Approve and file.



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BEACON BOARD OF DIRECTORS MEETING MINUTES

DATE: Friday, March 16, 2018

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, Jon Sharkey
Minutes/ Actions:		<p>Directors Present:</p> <ul style="list-style-type: none"> • Steve Bennett (County of Ventura) • John Zaragoza (County of Ventura) • Kyle Richards (City of Goleta) • Fred Shaw (City of Carpinteria) • Gregg Hart (City of Santa Barbara) • Christy Weir (City of Ventura) • Jon Sharkey (City of Port Hueneme)
Item	2	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file
Minutes/ Actions:		Approved.
Item	3	Consideration and Approval of Minutes of the BEACON Meetings held on September 15, 2017. Action: Approve and file.
Minutes/ Actions:		Approved.
Item	4	Public Comment and Other Matters not on the Agenda
Minutes/ Actions:		Tyler Buckingham from Peter Arebella Consulting introduced his company. The firm is originally from Ojai and specializes in securing local beach funding. The company has relationships in DC and can assist in public engagement efforts.
Item	5	Reports a. Reports from legislative offices. b. Board Members Reports and Updates.
Minutes/ Actions:		<ul style="list-style-type: none"> • Brian Brennan reported that he will be in DC in March and will be meeting with Federal Agencies including the USACOE. • Jon Sharkey reported that the Channel Islands Harbor Executive Director Lyn Krieger was in DC trying to secure stand-alone funding from the Harbor Maintenance Fund.
Item	6	Election of Chair and Vice Chair a. Election of BEACON Board Chair and Vice-Chair for 2018.
Minutes/ Actions:		Jon Sharkey of City of Port Hueneme was elected as the Chair. Gregg Hart of the City of Santa Barbara was elected as the Vice Chair.

BEACON BOARD OF DIRECTORS MEETING MINUTES

DATE: Friday, March 16, 2018

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
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Item	7	<p>Surfers Point Managed Retreat Project Update a. Receive report from Staff on the Surfers Point Managed Retreat Project and the next steps.</p>
Minutes/ Actions:		<p>The Executive Director and Marc Beyeler provided a brief history of BEACON’s involvement with the surfers Point Project dating back to 2002. The project involves the stabilization/restoration of the shoreline through a managed retreat. Specific elements include relocating the damaged bike path, replacing damaged Fairgrounds parking lot with sand dunes, replacing the lost parking area to the north side of the relocated bike path with a 300 space gravel/turf parking lot, and shortening Shoreline Drive by several hundred feet to help reconnect the Fairgrounds to the beach. Phase 1 improvements located at the northern side of the Surfers Point were completed in 2011.</p> <p>Currently Phase 2 design work is underway in the southern section of the point. BEACON is once again involved by assisting in convening and staffing the Surfers Point Working Group, consisting of, among others, the City, the Fairgrounds, State Parks, the Coastal Commission, the Coastal Conservancy, and the Surfrider Foundation. BEACON Staff will also assist in the development of the funding strategy and identification of available and eligible project funding opportunities to leverage local contributions.</p> <p>Director Bennett recommended that the State Representative get involved in help secure additional funding.</p> <p>BOARD ACTIONS: Receive and file report.</p>

Item	8	<p>Approval of Amendment 1 to Agreement with Marc Beyeler. a. Approve and authorize the Chair to sign Amendment 1 to the Agreement with Marc Beyeler for an additional \$6,500 for project assistance for the Surfers Retreat Project for BEACON.</p>
Minutes/ Actions:		<p>The Executive Director explained that this amendment to Mr. Marc Beyeler’s agreement was to add \$6,500 in order to cover the additional work related to assisting with the Phase 2 of the Surfers Point Project.</p> <p>BOARD ACTIONS: The Board unanimously approved this item.</p>

BEACON BOARD OF DIRECTORS MEETING MINUTES

DATE: Friday, March 16, 2018

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
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Item	9	<p>Auditor Controllers Recommended Actions</p> <p>a. Receive and file Recommended Fiscal Year 2018-19 Budget (Exhibit I).</p> <p>b. Receive and file the Budget-to-Actual report for the year-to-date period ending February 28, 2018 (Exhibit II).</p> <p>c. Authorize the Auditor-Controller’s Office to make budgetary adjustments as follows: (requires 7/10th vote):</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th style="text-align: left;">Change</th> <th style="text-align: left;">Description</th> <th style="text-align: left;">Amount</th> </tr> </thead> <tbody> <tr> <td>Increase</td> <td>Other Professional & Specialized Services – Acct 2199</td> <td>\$10,500</td> </tr> <tr> <td>Decrease</td> <td>Contingency</td> <td>\$10,500</td> </tr> </tbody> </table>	Change	Description	Amount	Increase	Other Professional & Specialized Services – Acct 2199	\$10,500	Decrease	Contingency	\$10,500
Change	Description	Amount									
Increase	Other Professional & Specialized Services – Acct 2199	\$10,500									
Decrease	Contingency	\$10,500									
Minutes/ Actions:		<p>Carlos Maldonado from the Auditor controller’s Office presented the Draft Budget for FY 1819, budgetary adjustments to fund Amendment No.1 to the Marc Beyeler Contract, the East Beach Dune project concept design effort and the cost for Board Meeting Video.</p> <p>BOARD ACTIONS: The Board unanimously approved all items.</p>									

Item	10	<p>East Beach Dune Demonstration Project</p> <p>a. Receive a report on the East Beach Dune Restoration Demonstration Project.</p> <p>b. Adopt Resolution 2018-1 in support of an application by BEACON to the California Department of Parks and Recreation, Division of Boating and Waterways, to seek funding for a Dune Restoration Demonstration Project on the City of Santa Barbara’s East Beach.</p>
Minutes/ Actions:		<p>Gerald Comati, BEACON Program Manager, explained that Staff has been exploring nourishment and beach enhancement projects that can utilize the by-passed dredged sand from the harbors and associated sand traps. One option previously presented to the Board is the establishment of sand dunes at the back of East Beach in the City of Santa Barbara. In November 2017 the Board authorized the Executive Director to execute a small contract with Dave Hubbard to develop a conceptual plan for the project. The conceptual plan was completed and utilizing this design, on February 1, 2018 BEACON Staff submitted a grant application to the Department of Parks and Recreation, Division of Boating and Waterways for funding to implement the project. A requirement of the application is that the Board approves a Resolution supporting the grant application.</p> <p>BOARD ACTIONS: The Board received and filed the East Beach Dune Project report and approved unanimously the Resolution supporting the grant application to the Department of Parks and Recreation, Division of Boating and Waterways.</p>

BEACON BOARD OF DIRECTORS MEETING MINUTES

DATE: Friday, March 16, 2018

TIME: 9:00 AM

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

Item	11	<p>Report on January 2018 Mudslide</p> <p>a. Receive a report on the January 2018 Mudslide in Montecito and clean up strategy that can benefit the BEACON Littoral Cell.</p>
Minutes/ Actions:		<p>Jim Bailard, Technical Director of BEACON provided a power point presentation summarizing the debris flow events of January 9, 2018 and the subsequent clean-up effort performed by the County of Santa Barbara and the USACOE. Jim reported that hundreds of thousands of cubic yards of sediment remains on private property and that BEACON should makes efforts to put in place a program to store this material for future beach nourishment.</p> <ul style="list-style-type: none"> • Director Steve Bennett fully endorsed BEACON Staff efforts to proactively pursue a program to capture the sediment for future beach nourishment. Mr. Bennett also supported the idea to pursue FEMA funding for the cost of such a program. • Director Kyle Richards also supported the idea of a BEACON led program to capture the remaining sediment but based on the problems still lingering a Goleta Beach, wanted to ensure contamination levels in the sediment were tested before placement at any beach. • Director Christy Weir indicated that it was her understanding that funding applications to FEMA could be made as much as 18 months after the January 9th event. • Director Bennett emphasized the need for clean sediment and clean oceans and that the sediment represents a huge opportunity for BEACON that should not be missed. • Director Bennett suggested BEACON staff hire a special consultant to assist in securing funding and implementing a program. <p>BOARD ACTIONS: The Board received and filed the report. The Board directed Staff to present this PowerPoint to the BEACON member agencies councils. ACTION.</p>

Item	12	<p>Executive Director's Report and Communications</p> <p>a. Receive and file report from Executive Director</p>
Minutes/ Actions:		<p>The Executive Director reported that the Coastal Commission visited Port Hueneme Beach to review the site.</p> <p>BOARD ACTIONS: Receive and file report.</p>

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

Adjourn to next regular meeting May 18 19, 2018 at 9:00 AM in Carpinteria City Hall.

STAFF REPORT

Meeting Date: July 20, 2018
Agenda Item: #4

To: BEACON Board of Directors
From: Executive Director
Date July 16, 2018

Subject: Public Comment and Other Matters not on the Agenda

REQUIRED ACTION:

a. Receive Public Comments.



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STAFF REPORT

Meeting Date: July 20, 2018
Agenda Item: #5

To: BEACON Board of Directors
From: Executive Director
Date July 16, 2018

Subject: Reports

REQUIRED ACTION:

- a. Reports from Legislative Offices.
- b. Board Member Reports and Updates.



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STAFF REPORT

Meeting Date: July 20, 2018
Agenda Item: 6

To: BEACON Board of Directors
From: Ventura County Auditor-Controller's Office
Date: July 20, 2018

Subject: Auditor-Controller Recommended Actions

RECOMMENDATIONS:

- a. Adopt Proposed Final Fiscal Year 2018-2019 Budget (Exhibit I).
- b. Authorize the Auditor-Controller's Office to adjust contingency for the Fiscal Year 2018-2019 budget where the Fiscal Year 2017-2018 actual year-end closing fund balance differs from the budget estimate.
- c. Approve membership dues for Fiscal Year 2018-2019.
- d. Receive and file the Fiscal Year 2018-2019 Budget-to-Actual report for the year-to-date period ending June 30, 2018 (Exhibit II).

DISCUSSION:

Recommendation a –

The **Proposed Final Budget for Fiscal Year 2018-2019** includes total Financing Sources of \$301,971, made up primarily of member dues, grant, and interest revenue totaling \$162,330, and appropriated fund balance totaling \$139,641. The annual membership dues for FY 2018-2019 include a 3.5 % increase, please see discussion for recommendation "c" for a detailed breakdown and explanation.

Total Financing Uses of \$301,971, consisting of \$173,480 in expenditures (overhead plus grant funded expenditures) combined with a contingency \$128,491.

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

Recommendation b –

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



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Recommendation c –

Staff is requesting the Board consider approval of member annual dues for BEACON and its inclusion in the Fiscal Year 2018-19 BEACON Budget as follows:

County of Ventura	\$24,220
County of Santa Barbara	\$24,220
City of Santa Barbara	\$20,185
City of Oxnard	\$20,185
City of San Buenaventura	\$20,185
City of Carpinteria	\$12,110
City of Port Hueneme	\$ 9,315
City of Goleta	<u>\$12,110</u>
Total	\$142,530

The annual membership dues for FY 2018-19 will be increased by 3.5% for all members. This increase will provide BEACON with an additional \$4,830 in revenue. The increase is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services.

At the March 16, 2018 BEACON meeting, the 3.5% increase to member dues was included as part of presentation of Recommended Fiscal Year 2018-2019 Budget. Additionally, on Tuesday, April 17, 2018, to allow member agencies to appropriate BEACON membership dues in their respective annual budgets, a notice was sent via email to inform members of the proposed increase of BEACON membership dues.

Recommendation d –

Receive and file report from Ventura County Auditor-Controller's Office on Budget-to-Actual for Fiscal Year 2017-2018 for the period ending June 30, 2018 (Exhibit II).

**BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2018-2019**

Fund 0025		Division/ Unit Code	Account Code	FY 2016-17 Actual	FY 2017-18 Estimated Actual	FY 2018-19 Recommended Budget March 16, 2018	FY 2018-19 Proposed Budget BEACON Board July 20, 2018	% of Total
FINANCING SOURCES								
Fund Balance								
Appropriation of Fund Balance				-	-	114,329	139,641	46.2%
Revenue								
Investment Income		5665	8911	1,344	1,715	1,000	1,800	0.6%
Membership Dues		5665	9371	131,200	137,700	142,530	142,530	47.2%
Contributions and Donations		5665	9770	2,500	-	-	-	0.0%
Grant Funding (OPC Grant for Debris Basin Removal Project)		5665	9252	-	1,160	18,500	18,000	6.0%
Subtotal - Revenue:				135,044	140,575	162,030	162,330	53.8%
Total Financing Sources				135,044	140,575	276,359	301,971	100.0%
EXPENDITURES								
Operating Expenses (Overhead):								
Insurance		5665	2072	3,209	3,218	3,500	3,500	1.2%
Memberships and Dues - (Cal Coast)		5665	2131	-	-	-	-	0.0%
Miscellaneous Expense - (Kelp Anchor Permits)		5665	2179	-	3,025	3,050	3,050	1.0%
Miscellaneous Expense - (Misc Office Exp / Public Relations)		5665	2179	96	-	2,000	2,000	0.7%
Miscellaneous Expense - (Funding Workshop)		5665	2179	-	-	2,000	2,000	0.7%
Miscellaneous Expense - (Spec Off Exp (Website, Teleph, Pub Info))		5665	2179	-	-	1,000	1,000	0.3%
Miscellaneous Expense - (SCCBEP)		5665	2179	-	-	5,000	5,000	1.7%
Engineering and Technical Surveys - (Tech Advisor - J Bailard)		5665	2183	6,153	11,298	15,000	18,000	6.0%
Engineering and Technical Surveys - (Program Mgmt - COM3)		5665	2183	47,712	44,840	45,000	47,000	15.6%
Attorney Services - (Co of Sta Barbara)		5665	2185	6,076	2,576	12,000	12,000	4.0%
Other Professional & Spe Svcs - (Accounting Services - Co of Ventura)		5665	2199	14,987	7,873	15,000	15,000	5.0%
Other Professional & Spe Svcs - (Biennial Audit Services)		5665	2199	9,980	-	10,180	10,180	3.4%
Other Professional & Spe Svcs - (Barrett Productions)		5665	2199	250	750	1,250	1,250	0.4%
Other Professional & Spe Svcs - (Marc Beyeler)		5665	2199	14,950	21,500	21,500	21,500	7.1%
Other Professional & Spe Svcs - (Greg Christman)		5665	2199	6,028	-	-	-	0.0%
Other Professional & Spe Svcs - (Pam Baumgardner)		5665	2199	-	1,500	1,800	2,000	0.7%
Other Professional & Spe Svcs - (Richard Wilborn)		5665	2199	250	-	-	-	0.0%
Other Professional & Spe Svcs - (Dave Hubbard)		5665	2199	-	3,000	-	-	0.0%
Travel Expenses - (Misc Payments / Pub Ed, Travel & Conf.)		5665	2292	2,531	3,756	12,000	12,000	4.0%
Subtotal - Operating Expenses:				112,222	103,336	150,280	155,480	51.5%
Grant Funding Expenditures:								
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3		5665	2183	-	945	8,500	6,000	2.0%
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1 & 8) - Jim Bailard		5665	2183	-	215	6,000	4,000	1.3%
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2, 3, 4, 5, 6, 7) - SB County Flood Control		5665	2183	-	-	4,000	8,000	2.6%
Subtotal - Grants:				-	1,160	18,500	18,000	6.0%
Contingencies:								
Contingencies		5665	6101	-	-	107,579	128,491	42.6%
Subtotal - Contingencies:				-	-	107,579	128,491	42.6%
TOTAL EXPENDITURES				112,222	104,496	276,359	301,971	100.0%
Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]				22,823	36,079			

FUND BALANCES (Funds 0025 & 0030)	*Actual Fund Balance 6/30/15	*Actual Fund Balance 6/30/16	Actual Fund Balance 6/30/17	Projected Fund Balance 6/30/18	Estimated Fund Balance 6/30/19
Assigned:					
Appropriated	78,046	82,510	82,510	103,562	139,641
Restricted:					
Coastal Commission Mitigation Fees	60,187	60,520	61,001	61,486	61,975
Unassigned:	7,954	14,669	14,208	13,761	13,328
TOTAL FUND BALANCE	146,187	157,699	157,719	178,809	214,944

*Based upon Audited Financials

BEACON FUND 0025
YEAR TO DATE UNADJUSTED BUDGET TO ACTUAL FY 2017-18
FOR THE MONTH ENDING June 30, 2018

Unit	Account Number	Title	BUDGET			ACTUAL YTD			
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	Variance Favorable (Unfavorable)
UNASSIGNED FUND BALANCE									
		Beginning Balance	103,562		103,562	118,806.74		118,806.74	15,244.74
5995		Unassigned Fund Balance	103,562	-	103,562	118,806.74		118,806.74	15,244.74
REVENUE									
5665	8911	Investment Income - (Interest Earnings)	1,000		1,000	1,369.81		1,369.81	369.81
5665	9252	State Other - (OPC Grant)	18,500		18,500	-		-	(18,500.00)
5665	9371	Other Governmental Agencies - (Member Dues)	137,700		137,700	137,700.00		137,700.00	-
		Total Revenue	157,200	-	157,200	139,069.81		139,069.81	(18,130.19)
		TOTAL SOURCES	260,762	-	260,762	257,876.55		257,876.55	(2,885.45)
EXPENDITURES									
5665	2072	Insurance	3,500		3,500	3,217.82		3,217.82	282.18
5665	2179	Miscellaneous Expenses (Admin/Legal - Bag Ban, Kelp Anchor Permits, Misc Office Exp, Permit /Planning Fees, SCCBEP)	7,000		7,000	3,025.00		3,025.00	3,975.00
5665	2183	Engineering and Technical Surveys (Tech Advisor- J Bailard, Proj Mgmt - COM3, Tech Services-SAIC)	57,000		57,000	56,137.72	862.28	57,000.00	-
5665	2185	Attorney Services (Co of Sta Barbara)	12,000		12,000	1,288.00	10,712.00	12,000.00	-
5665	2199	Other Professional & Spe Srvs (Accounting Srv - Co of Ventura, Biennial Audit, Marc Beyeler, Pam Baumgardner)	32,000	10,500	42,500	31,623.22	500.00	32,123.22	10,376.78
5665	2292	Travel Expenses (Misc Payments, Travel & Conf.)	12,000		12,000	3,756.19		3,756.19	8,243.81
		Total Overhead Expenditures	123,500	10,500	134,000	99,047.95	12,074.28	111,122.23	22,877.77
		Grants - OPC, Debris Basins Removal:							
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1, 8 & 9) - COM3	8,500	-	8,500	945.00	7,555.00	8,500.00	-
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1 & 8) - J Baila	6,000		6,000	215.00	5,785.00	6,000.00	-
5665	2183	Planning, Engineering, Construction, CM, Monitoring & Restoration - (Tasks 2, 3, 4, 5, 6 & 7) - SB County Flood Control District	4,000		4,000	-	-	-	-
		Total Grants - OPC, Debris Basins Removal:	18,500.00		18,500.00	1,160.00	13,340.00	14,500.00	4,000.00
5665	6101	Contingency	118,762	(10,500)	108,262	-		-	108,262.00
		TOTAL EXPENDITURES	260,762	-	260,762	100,208	25,414	125,622	135,140
		Ending Unassigned Fund Balance			-	157,668.60			

Note: Amounts with "()" in the ACTUAL column reflect FY17 accruals in excess of actual expenditures to date

BEACON - FUND 0030 - BEACON Sand Supply and Public Access

Unadjusted Balance As of June 30, 2018: 61,425.38

STAFF REPORT

Meeting Date: July 20, 2018
Agenda Item: 7

To: BEACON Board of Directors
From: Executive Director
Date July 16, 2108

Subject: Approve and Authorize the Chair to Sign the FY 2018-2019 Annual Staff/Consultant Agreements

REQUIRED ACTIONS:

- a. Approve Technical Advisor Services Contract in the amount of \$22,000 with Jim Bailard.
- b. Approve Legal Services Contract for \$12,000 with Santa Barbara County Counsel.
- c. Approve Auditor Services Contract for \$15,000 with Ventura County Auditor-Controller.
- d. Approve Program Management Services Contract with COM3 Consulting for \$53,000.
- e. Approve Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for \$21,500.
- f. Approve Web Site and Facebook Page maintenance Services Contract with Pam Baumgardner for \$2,000.
- g. Approve Biennial Audit Contract with Fedak & Brown LLP for Financial Auditing Service for \$10,180.

DISCUSSION:

Since BEACON has no employees, all functions are carried out by either member agencies' staff or contract consultants. The consultant positions are for Program Management, Technical Overview, Strategic Planning and Grant Pursuit and Website and social media. These positions are being provided by Gerald Comati of COM3 Consulting, Jim Bailard, Marc Beyeler and Pam Baumgardner. All four individuals are uniquely qualified to fulfill these roles and their knowledge and understanding of BEACON is extensive. For these reasons, their continued use during FY 1819 is recommended.

For FY 18-19, BEACON expects to focus on the following core activities:

- ◆ Pursue grant funding to implement an amendment to BEACON CRSMP to address SLR and Climate Change.
- ◆ Coordination with BEACON member agency staffs regarding coastal issues and strategies.
- ◆ Implementation of Surfers Point Project Phase 2.
- ◆ Work with the USACOE on strategy to deliver the Oil Piers Artificial Reef Project.
- ◆ Work with the USACOE to fund Hobson Beach nourishment project.
- ◆ Implementation of the Santa Barbara County Debris Basin Removal Project at Rattlesnake and San Ysidro Creeks.
- ◆ Continue development of partnership programs with the Santa Barbara and Ventura Counties Flood Control Districts for other Debris Basin modification or removal project opportunities.
- ◆ Pursuit of grant funding and delivery of a new SCCBEP.
- ◆ Implementation of the East Beach Dune Restoration Project.
- ◆ Pursuit of grant funding for the Supplemental Dredging Program.



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>

- ◆ Development of outreach initiatives for public education regarding coastal issues.
- ◆ Oversight of monitoring of the Goleta Bay Kelp Anchor Demonstration Project and permit extension requests.

The total proposed amount for annual agency/consultant services contracts is \$135,680, which is an increase of \$13,680 more than was approved for the adjusted FY 17-18 budget. The increase is due to the inclusion of a \$10,180 Biennial Audit contract as well as a \$4,000 increase in the Technical Advisor contract with Dr. Bailard. In addition, \$10,000 of the FY1819 budget is covered through grant funding.

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

Agreement Between

James A. Bailard

and

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

for

**Technical Advisor Services
FY 2018-2019**



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

WITNESSETH:

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. CONTRACTOR, shall provide professional services for BEACON in connection with projects, programs and surveys undertaken in accordance with plans, specifications and guidelines approved by BEACON and in conformity with the conditions and directions authorized by BEACON.

2. CONTRACTOR, shall assist the Executive Director of BEACON or his deputy, in performing services in connection with the development, supervision, administration and analysis of the programs, projects and surveys undertaken by BEACON.

3. CONTRACTOR shall:

- A. Prepare studies and assessments for ongoing or potential BEACON projects.
- B. Review deliverables prepared by consultants to BEACON as required.
- C. Prepare and review forms for proposals and advertisements for notices to potential contractors, and other services in connection with the award of contracts.
- D. Analyze and recommend regarding consultant requested scope and cost changes for specific projects.
- E. Coordinate activities with BEACON staff and consultants to verify that work is to specification.
- F. Provide guidance necessary to keep projects on schedule.
- G. Supervise the maintenance of appropriate records and data.
- H. As required, furnish and update forecasts of cash flow requirements and deviations for projects/programs where Contractor is providing services.

- I. Maintain reports on progress of the projects/programs.
- J. As needed, assist in the review and approval of billings and pay requests from contractors and make recommendations to BEACON regarding payments.

4. COMPENSATION. BEACON agrees to pay CONTRACTOR at the rate of One Hundred and Thirty Dollars (\$135.00) for each hour actually and reasonably employed in the performance of services under this Agreement. Total payment for services, including reimbursable expenses under the provisions of this Agreement shall not exceed the sum of \$22,000.00 in any fiscal year, without approval of the Board of Directors of BEACON.

A. HOUR RESTRICTION. The Parties acknowledge costs constraints, and therefore agree that prior to CONTRACTOR providing services on a project/program, the hours to be worked by CONTRACTOR shall be negotiated and approved by the BEACON Executive Director according to the requirements of the projects needing assistance and based upon the direct needs of BEACON.

B. INVOICES. Payment shall be based upon hourly work records, approved by the Executive Director of BEACON and the Auditor-Controller of the County of Ventura, and shall be paid within thirty days of approval unless otherwise addressed in Section 10 below. CONTRACTOR shall render itemized monthly statements to the BEACON Executive Director detailing payments earned and expenses incurred, upon claim forms as may be provided.

C. REIMBURSEMENTS. CONTRACTOR shall be reimbursed for reasonable travel, meals, lodging and other expenses necessarily incurred in performance of the work assigned for expenses approved in advance by the Executive Director of BEACON. Such expenses may include the actual costs of automobile travel at the rate of \$0.50 per mile; air fare and car rental necessarily incurred at actual cost; maps, drawings, reproductions, printed and presentation materials at actual cost incurred; overnight lodging and meals necessary when detained for the work assigned at actual cost (not to exceed \$85 per day for lodging and the following for meals: \$8 for breakfast, \$12 for lunch \$16 for dinner) and the actual costs of other materials, services and supplies as are approved in advance by BEACON Executive Director.

6. TERM. This Agreement shall be for the term of one year commencing July 1, 2018 and ending June 30, 2019.

7. PERFORMANCE OF SERVICES. CONTRACTOR is employed to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work as specified in this Agreement. CONTRACTOR makes no warranty, either expressed or implied, as to his findings, opinions, recommendations, factual presentations, or professional advice other than they were promulgated after following a practice usual to his profession.

8. INDEMNIFICATION. CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials,

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

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

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

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

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

13. **INDEPENDENT CONTRACTOR.**

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.

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

15. 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.

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

17. ENTIRETY OF AGREEMENT. This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

18. 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.

19. AMENDMENT AND WAIVER. Except as otherwise provided herein, 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.

20. 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.

21. 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..

22. ENTIRETY OF AGREEMENT. This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

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

24. 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.

25. 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.

26. 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.

27. 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.

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

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

CONTRACTOR

BEACON

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

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

Attest:

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

Approved as to Form:

County Counsel

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

Agreement Between

COM3 Consulting Inc.

and

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

for

**Project Management Services
FY 2018-2019**



THIS AGREEMENT, made and entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and COM3 Consulting Inc., a California Corporation, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render professional and technical services for project management assistance to the BEACON in the implementation of beach enhancement projects during Fiscal Year 2018-2019.

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

I. Agreement Organization and Content

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

II. Services to be Performed by CONSULTANT

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

III. Term of Agreement

CONSULTANT shall begin performance of the Services on July 1, 2018 and shall complete the Services on June 30, 2019. The term of the Agreement may be extended by Amendment to this Agreement.

IV. Compensation

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

Total compensation and cost reimbursements paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$53,000.

V. Assignment and Subcontracting

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

VI. Changes to Agreement

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

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

VII. Staffing

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

VIII. Termination of Agreement for Convenience

BEACON may terminate this Agreement at any time by giving notice to the CONSULTANT of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of BEACON, become its property. If this Agreement is terminated by BEACON, as provided herein, the CONSULTANT shall be reimbursed for expenses incurred and receive compensation earned prior to the termination date in accordance with the payment structure set forth in Appendix "B".

IX. Termination of Agreement for Cause

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

X. Responsibility of CONSULTANT

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

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

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

XI. Indemnity

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

XII. Insurance

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

- A. Workers' Compensation Insurance with an insurance company acceptable to BEACON. Statutory Workers' Compensation and Employer's Liability Insurance, with limits of at least One Million Dollars (\$1,000,000.00) shall cover all employees while performing any work incidental to the performance of this Agreement.
- B. General and Automobile Liability Insurance with insurance company or companies acceptable to BEACON. General Liability Insurance shall include personal injury liability with employee exclusion deleted and shall afford coverage for all premises and operations of the CONSULTANT and/or agents or subcontractors of CONSULTANT. Automobile Liability Insurance shall cover all non-owned motor vehicles, which are operated on behalf of CONSULTANT pursuant to activities hereunder. BEACON, its officers, employees and agents shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability insurance shall be at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per person and aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if BEACON has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only. Current certificates for required insurance shall be maintained at all times during performance of this Agreement in BEACON office as a condition precedent to payment by BEACON under this Agreement. Failure to comply with the insurance requirements shall place CONSULTANT in default. Upon request by BEACON, CONSULTANT shall provide certified copies of any insurance policies to BEACON within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by BEACON.

XIII. Force Majeure

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

XIV. Equal Employment Opportunity and Nondiscrimination

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

- A. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin or physical handicap in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Code of Federal Regulations, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or physical handicap.
- D. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.
- F. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of Paragraphs (A) through (F) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as BEACON may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request BEACON to enter into such litigation to protect the interests of BEACON, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XV. Records, Audits, and Review

CONSULTANT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CONSULTANT'S regular business hours or

upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONSULTANT shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONSULTANT shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

XVI. Notices

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

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

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

XVII. Severability

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

XVIII. Ownership of Drawings and Data

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

XIV. Fee Retention

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

XX. Independent Consultant

It is mutually understood and agreed that CONSULTANT (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to BEACON and not as an officer, agent, servant, employee, joint venturer, partner, or associate of BEACON. Furthermore, BEACON shall have no right to control, supervise, or direct the manner or method by which CONSULTANT shall perform its work and function. However, BEACON shall retain

the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT understands and acknowledges that it shall not be entitled to any of the benefits of a BEACON employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONSULTANT shall be solely responsible and save BEACON harmless from all matters relating to payment of CONSULTANT's employees, including compliance with Social Security withholding and all other regulations governing such matters.

XXI. California Law and Jurisdiction

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

XXII. Headings

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

XXIII. Remedies Not Exclusive

No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XXIV. Compliance with Law

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

XXV. Execution of Counterparts

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

XXVI. Survival

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

XXVII. Conflict Of Interest.

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.

*BEACON/COM3 Consulting Agreement
Project Management Services*

FY 2018-2019

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

CONSULTANT

BEACON

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

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

Attest:

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

Approved as to Form and Procedure:

County Counsel

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

APPENDIX B - COMPENSATION

COM3 Consulting Contract with BEACON for Program Management Services

Labor

Name	Project	All In Labor Rate \$/hr	Hrs	Labor \$	Expenses	Total Cost	Comments
Gerald Comati	Overhead	135	390	52,650	350	53,000	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Total Labor				52,650	350	53,000	

Total Contract \$53,000

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

Marc Beyeler (“Contractor”)
Principal/Senior Associate
MBA Consultants
1442 A Walnut St., #602
Berkeley, CA 94709
Phone: 510-316-6095
e: marcbeyeler@mac.com

I. CONTACT INFORMATION.

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

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

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

To CONTRACTOR: Marc Beyeler/MBA Consultants
1442 A Walnut St., #602, Berkeley, Ca 94709
T:510-316-6095
E:marcbeyeler@mac.com

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

II. SCOPE OF WORK.

A. SCOPE OF WORK (“Services”):

1. Climate and sea level rise adaptation planning. Assist BEACON staff and consultants in developing climate and sea level rise adaptation planning and education.
2. Organizational/Program Assistance: Assist BEACON staff and consultants in analyzing and implementing supporting tasks.
3. Financial Planning and Fundraising: Assist BEACON staff and consultants in identifying, researching and preparing relevant grant opportunities.
4. Management assistance for the Surfers Point Managed Retreat Project.

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

C. CONTRACT PERIOD: July 1, 2018 – June 30, 2019.

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, not to exceed \$21,500.

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 July 1, 2018.

CONTRACTOR

BEACON

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

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

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

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

ATTACHMENT 1

MBA Associates 2018/2019 Consultant Rates*

- | | |
|---|-------------------|
| 1. Principal | \$125/hr-\$175/hr |
| 2. Senior Associates | \$95-\$125/hr |
| 3. Associates | \$75-\$90 |
| 4. Specialists | Various |
| 5. Administrative | \$50-60hr |
| 6. Reasonable Travel and transportation | Billed at cost |
| 7. Mileage | \$0.54/mile |
| 8. Copying and printing | Billed at cost |

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

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 18/19**

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2018, to and including June 30, 2019. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this Agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
 - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.
 - b. **Other Accounting Services.** The costs for accounts payable services shall be charged at the County Board approved contract service rate for accounts payable transactions. Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance through an Amendment in accordance with Section 8 to this Agreement.
 - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 18-19

Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by journal voucher.

4. **Fiscal year 2018-19 Agreement Costs.** Accounting services costs for 2018-19 are not to exceed \$15,000 including accounting and accounts payable charges. County agrees to notify BEACON if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$15,000 those costs will be authorized for reimbursement through an Amendment of the not to exceed amount or through an Amendment indicating that excess actual costs will be paid in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements,

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 18-19

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

12. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
13. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
14. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2018.

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

BEACON, a California Joint Powers
Agency

By:

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

By:

Name: Jon Sharkey
Title: Chair, BEACON
Date: _____

Attest:

By:

Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form:
County Counsel

By:

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

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

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2018, to and including June 30, 2019. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 4 of this Agreement and as agreed to by both Parties. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the County Counsel's Office, shall provide legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
 - a. **Counsel Services.** Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement, the billing rate will be the Special Senior County contract service rates established by the County effective during the term of the Agreement. The current rate is \$140.00.
 - b. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County.
4. **Fiscal year 2018/2019 Agreement Costs.** Legal services costs for 2018/2019 are projected to be \$12,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not

limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Authorized travel shall be paid by County as part of overhead and will be reimbursed to staff members serving BEACON in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.

6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the County Counsel's organization who will have the primary responsibility for providing the legal services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement..
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Santa Barbara County, California.
11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

Agreement To Provide Legal Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 18-19

12. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
13. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
14. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

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

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

**BEACON, a California Joint
Powers Agency**

By: _____
Name: Joan Hartmann, Supervisor
Title: Chair, BOARD OF SUPERVISORS
Date: _____

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

Attest:
By: _____
Name: Mona Miyasato
Title: County Executive Officer
Clerk of the Board

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

Recommended for Approval:
Michael C. Ghizzoni
County Counsel
By: _____
Department Head

Approved as to Accounting Form:
Theodore A. Fallati, CPA
Auditor-Controller
By: _____

Approved as to Form:
Michael C. Ghizzoni
County Counsel
By: _____
Deputy

Approved as to Form:
Ray Aromatorio
By: _____
Risk Management

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

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

I. CONTACT INFORMATION.

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

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

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

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

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

II. SCOPE OF WORK.

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

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

C. CONTRACT PERIOD: July 1, 2018 – June 30, 2019.

III. COMPENSATION AND EXPENSES

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

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

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

IV. INDEPENDENT CONTRACTOR; TAXES

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

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

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

V. LIABILITY; INDEMNIFICATION

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

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

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

VI. CANCELLATION

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

VII. OTHER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. CONFLICT OF INTEREST. CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement, CONTRACTOR will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the

services or duties to be performed under the provisions of this Agreement without the prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2018.

CONTRACTOR

BEACON

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

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

Approved as to Form:

Attest:

County Counsel

By:

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

Name: Brian Brennan
Title: Executive Director

ATTACHMENT A - SERVICES

BEACON Website Re-design Proposal

Pam Baumgardner
Website Designs

Contractor Scope of Services:

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

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

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

CONTRACT

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

WITNESSETH

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

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

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

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for BEACON in accordance with the terms, conditions, and specifications set forth herein. The Contractor will perform a biennial audit, in accordance with the most current revision of the Yellow Book: Generally Accepted Government Auditing Standards (GAGAS), of the financial statements for BEACON fiscal years ending June 30, 2017 and 2018. The Contractor shall complete its audit and file its report on or before February 28, 2019.

2. **PAYMENTS**

Payment of \$10,180 will be made within 30 days after issuance of the final audit report and upon receipt of an invoice.

3. **INDEPENDENT CONTRACTOR**

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

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

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and BEACON will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

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

4. NON-ASSIGNABILITY

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

5. TERM

This contract will be in effect from July 1, 2018, through March 31, 2019, subject to all the terms and conditions set forth herein, unless terminated prior to that date in accordance with the provisions of this contract.

6. TERMINATION FOR CONVENIENCE

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

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

7. TERMINATION BY DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then BEACON may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to Section 6.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

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

9. INSURANCE PROVISIONS

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

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

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

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

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

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

- C. BEACON is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. BEACON's Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Professional Liability and Workers' Compensation).
- E. Contractor agrees to waive all rights of subrogation against BEACON's Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to BEACON.
- G. Contractor agrees to provide BEACON with the following insurance documents on or before the effective date of this contract:
 - 1) Certificates of Insurance for all required coverage.
 - 2) Additional Insured endorsements.
 - 3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

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

10. NON-DISCRIMINATION

A. General

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

B. Employment

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

11. SUBSTITUTION

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

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

experience and knowledge.

12. INVESTIGATION AND RESEARCH

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

13. CONTRACT MONITORING

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

14. ADDENDA

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

15. CONFLICT OF INTEREST

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

16. CONFIDENTIALITY

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

17. AUDIT AND INSPECTION OF RECORDS

Any time during normal business hours and as often as BEACON may deem necessary, Contractor shall make available to BEACON for examination all working papers, data, and records with respect to all matters covered by this contract, and permit BEACON to audit, examine, and make excerpts or transcripts from such working papers, data, and records, and to make audits of all invoices, materials, payrolls, records of personnel, and

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

other data relating to all matters covered by this contract. Contractor shall maintain such working papers, data, and records in an accessible location and condition for a period of not less than seven years from financial statement issue date. The State of California or any federal agency having an interest in the subject of this contract shall have the same rights as those conferred upon BEACON. The successor auditor will have the right to review the working papers and copies of issued reports upon termination of this contract. Contractor will be required to make records uniquely related to this contract available in the County of Ventura. Contractor agrees all audit and inspection rights herein will be provided at no additional cost.

18. NOTICES

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

To BEACON: BEACON
 Brian Brennan, Executive Director
 800 South Victoria Avenue
 Ventura, CA 93009-1540

and

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

To Contractor: Fedak & Brown LLP, CPA's
 6081 Orange Avenue
 Cypress, CA 90630

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

19. MERGER CLAUSE

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

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

20. ANNUAL ENGAGEMENT LETTER

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

21. GOVERNING LAW & Venue

The validity of this contract and of any of its terms or provisions, as well as the rights and duties of the parties under this contract, shall be construed pursuant to and in accordance with the laws of the State of California. Any litigation regarding this contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to tSanta Barbara county, if in federal court.

22. SEVERABILITY OF CONTRACT

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

23. CUMULATIVE REMEDIES

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

24. COMPLIANCE WITH LAWS

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

25. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

26. EXECUTION OF COUNTERPARTS

This contract 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.

27. SURVIVAL

All provisions of this contract which by their nature are intended to survive the

BEACON Agreement with Fedak & Brown LLP for Biennial Audit Services

termination or expiration of this contract shall survive such termination or expiration.

28. HEADINGS

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

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

Fedak & Brown LLP, CPA's

BEACON

By: _____
Name: Charles Z. Fedak
Title: Managing Partner
Date: _____

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

Tax Payer ID #

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

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

STAFF REPORT

Meeting Date: July 20, 2017
Agenda Item: 8

To: BEACON Board of Directors
From: Executive Director
Date July 17, 2017

Subject: Report on Funding Pursuits

Required Action:

- a. Receive a report from Staff on the current status of BEACON funding pursuits.

DISCUSSION:

During the last year BEACON Staff has actively tracked funding opportunities for various BEACON projects and planning efforts and has submitted applications on a number of them. Attached is a status summary of these funding pursuits.



A California Joint Powers Agency

Member Agencies

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

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

**BEACON Grants Status Report:
July 2018**

#	Grantor	Grant Description	BEACON Project	BEACON Action/Status
1	Ocean Protection Council (OPC)	Proposition 1 Grant for multi-benefit ecosystem and watershed protection and restoration projects.	Surfers Point Living Shoreline and Managed Retreat Project. City of Ventura.	BEACON APPLIED IN February 2018 for a grant to assist the City of Ventura and the Ventura County Fairgrounds in completing the Surfers Point Project with final planning, design, and engineering. OPC staff and technical review team came to Ventura on May 30, 2018 for a project site visit. Decision: OPC staff recommending project approval at OPC July 25, 2018 meeting.
2	Ocean Protection Council (OPC)/USC Sea Grant	Proposition 84 Grant Funds for a wide range of purposes including scientific research, adaptive management, and conservation of marine resources. The competitive grant program is administered by the University of Southern California Sea Grant Program.	Climate and Sea Level Rise Update to BEACON's Coastal Regional Sediment Management Plan (CRSMP)	BEACON APPLIED in March 2018 for a grant to complete a Climate and Sea Level Rise Update to the Coastal Regional Sediment Management Plan. Pre-proposal has been accepted and full proposal invited by USC review team. BEACON consultant preparing full proposal for submittal in August 2018. Decision: Unknown.
3	California Department of Parks and Recreation (DPR) Division of Boating and Waterways	Grant for shoreline erosion control projects and public beach restoration projects.	East Beach Dune Restoration Project.	BEACON submitted the grant application on February 1, 2018. The Div of Boating and Waterways staff visited the project site in April 2018. Decision: Expected by end of 2018.
4	State Coastal Conservancy (SCC)	Conservancy Proposition 1 grants to fund multi-benefit ecosystem and watershed protection and restoration projects. Priority project types include: water sustainability improvements, anadromous fish habitat enhancement, wetland restoration and urban greening.	NA	After review BEACON team elected not to apply.
5	CA Department of	CDFW Proposition 1 grants to fund multi-	NA	After review BEACON team elected not to apply.

#	Grantor	Grant Description	BEACON Project	BEACON Action/Status
	Fish and Wildlife (DFW)	benefit ecosystem and watershed protection and restoration projects. Priority project types for this round include: adaptation planning and implementation projects addressing post-fire watershed and habitat restoration.		
6	FEMA/CalOES – Hazard Mitigation Grant Program	Hazard Mitigation Grant Program to fund project that will mitigate future debris flow events similar to the January 9, 2018 event in Montecito.	Update of the South Central Coast Beach Enhancement Program (SCCBEP)	The BEACON Team submitted a Notice of Intent (NOI) to fund the development costs (environmental + permitting) for an updated South Central Coast Beach Enhancement Program in Santa Barbara County. Decision: FEMA/CalOES denied the NOI.
7	FEMA/CalOES – Hazard Mitigation Grant Program	Hazard Mitigation Grant Program to fund project that will mitigate future debris flow events similar to the January 9, 2018 event in Montecito.	Funding for Phase 2 of the Surfers Point Project.	The City of Ventura, assisted by BEACON consultant, submitted a Notice of Intent (NOI) to fund Phase 2 of the Surfers Point Project. Decision: FEMA/CalOES accepted the NOI.
8	National Fish and Wildlife Foundation	\$30 million in grants to local communities. Grants will be awarded to create, expand and restore natural systems in areas that will both increase protection for communities from coastal storms, sea and lake level changes, flooding, and coastal erosion <u>and</u> improve valuable habitats for fish and wildlife species.	Update of the South Central Coast Beach Enhancement Program (SCCBEP)	The BEACON Team is considering submitting and application to fund the development costs (environmental + permitting) for an updated South Central Coast Beach Enhancement Program in Santa Barbara County. Decision: Application not submitted yet..

STAFF REPORT

Meeting Date: July 20, 2017
Agenda Item: 9

To: BEACON Board of Directors
From: Executive Director
Date July 17, 2017

Subject: Coastal Study by US Geologic Survey (USGS)

Required Action:

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

DISCUSSION:

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



A California Joint Powers Agency

Member Agencies

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City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
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STAFF REPORT

Meeting Date: July 20, 2018
Agenda Item: 10

To: BEACON Board of Directors
From: Executive Director
Date: July 16, 2018

Subject: January 9, 2018 Montecito Debris Flow Presentation

ACTIONS:

- a. Receive a presentation from the Santa Barbara County Flood Control and Watershed Conservation District on the activities to clear debris basin , creeks and streambeds after the January 9th debris flow.

DISCUSSION:

On January 9, 2018 a high intensity rainstorm caused a massive debris flows in Montecito. It is estimated that as much as one million cubic yards of mud inundated public and private properties. The debris and mud has now been cleared from the public right of way and the Santa Barbara County Flood Control District was instrumental in the cleanup effort.



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STAFF REPORT

Meeting Date: July 20, 2018
Agenda Item: #11

To: BEACON Board of Directors
From: Executive Director
Date July 16, 2018

Subject: Executive Director's Report and Communications



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