



A California Joint Powers Agency

Member Agencies

Al Clark
City of Carpinteria

Kyle Richards
City of Goleta

Vianey Lopez
City of Oxnard

Steven Gama
City of Port Hueneme

Joe Schroeder
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Gregg Hart, Chair
Das Williams
County of Santa Barbara

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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105 East Anapamu, Suite 201
Santa Barbara, CA 93101

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

Email:
Office@Beacon.ca.gov

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

**NOTICE
SPECIAL MEETING**

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

November 7, 2022

NOTICE IS HEREBY GIVEN of a **MEETING** of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON). The date, time, and **place** of the meeting shall be as follows:

DATE: Monday, November 7, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE (see details below)

The agenda of business to be conducted is below.

**Gregg Hart, Chairperson
BEACON**

In September 2021, the California State Legislature passed, and the Governor signed, Assembly Bill 361 (Rivas, 2021), which amends Government Code to allow Brown Act bodies to continue to meet remotely if certain elements are met.

The following alternative methods of participation are available to the public:

1. You may observe the live meeting of the Board of Directors via Zoom Meeting:
<https://us02web.zoom.us/j/85688756755?pwd=bjBPTnJQK2plaXJLcjdPMWRyazJXUT09>

Meeting ID: 856 8875 6755
Passcode: 352065

2. You may call in to listen live to the Board of Directors meeting by dialing 1669-900-6833 and then entering the following when prompted:
Meeting ID: 856 8875 6755 and
Passcode: 352065



3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:
 - a. Distribution to the Board. Submit comments via email to Staff@Beacon.ca.gov prior to 5:00 p.m. on Friday, November 4, 2022, or through mail to BEACON at 501 Poli Street, Ventura, Ca 93001 to be received no later than 5:00 p.m. on Friday, November 4, 2022. Your comment will be placed into the record and distributed appropriately.
 - b. Read into the record at the meeting. Submit comments of 250 words, or less, via email to Staff@Beacon.ca.gov prior to 5:00 p.m. on Friday, November 4, 2022 prior to the Board meeting. Please indicate if you would like to make a general public comment, a comment on a specific agenda item, or both. Please state in your email, or mail, if you would like the comment "read into the record." Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments timely received on an agenda item will be placed into the record and distributed accordingly.
 - c. By Zoom. Log onto Zoom as described above. The meeting will be controlled by the BEACON Chair, Mr. Gregg Hart. If you wish to make a comment during the meeting, please raise your hand using the Zoom instructions on your computer. By using the typed messaging capability of Zoom you should also indicate to the Chair which Agenda Item you wish to speak on or if you wish to make a general comment that is not specific to an Agenda Item. BEACON Staff will make every effort to call you during the indicated item so that you may comment.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations to participate in the meeting should contact BEACON at least three working days prior to the meeting.

MEETING AGENDA

1. Administrative Items

A. Call to Order, Roll Call and Introductions—Chair Gregg Hart

B. Report on Circumstances of the COVID-19 State of Emergency

- a. Receive and file:
 - i. An update that the State and County remain under a proclaimed state of emergency related to COVID-19; and
 - ii. The County of Santa Barbara Public Health Department recommendation issued September 1, 2022 (Attachment 1), and the Ventura County Health Officer recommendation issued November 15, 2021 (Attachment 2), regarding social distancing.
- b. Based on the above findings proceed with this meeting and direct staff to continue to notice and hold hearings as remote hearings consistent with Government Code § 54953(e)(3).



- C. Approval of Agenda and Filing of Certificate of Agenda Posting
- D. Consideration and Approval of Minutes of the BEACON Meeting held on September 16, 2022.

2. Public Comment and Other Matters not on the Agenda

3. Presentations-None

4. Projects –None

5. BEACON Organization and Program

A. Board Member Reports

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

B. Report from BEACON Executive Committee Meeting 11-07-22

Recommended Action:

Receive a report from the Chair of the Executive Committee.

C. Discussion Regarding Beacon Board Member Succession and Organization

Recommended Action:

Board Members to discuss BEACON Officer succession planning and provide any direction to staff.

D. BEACON Science Advisory Committee (SAC) Membership

Recommended Actions:

- i. Confirm the re-appointment of the current Co-Chairs and the Members of the Science Advisory Committee (SAC); and
- ii. Adopt an amendment to the SAC Bylaws adding one additional discipline to the SAC representing Social and Environmental Justice (2/3rds majority vote required).

E. BEACON Board Meeting Calendar for 2023

Recommended Action:

Review and adopt the Board Meeting Calendar for 2023.

F. BEACON Financial Actions

Recommended Actions:

None



G. BEACON Contracts and Agreements

Recommended Action:

Approve and authorize the Executive Director to execute an Agreement with Environmental Science Associates (ESA), similar to the attached, to assist BEACON in developing a Regional Coastal Adaptation Monitoring Program (RCAMP) in an amount not to exceed two-hundred and fifty thousand dollars (\$250,000.00) with a period of performance from the approval date of both parties to December 31, 2025, upon review and approval by legal counsel and auditor-controller.

6. Executive Director's Report and Communications

The Executive Director will report on recent activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects, including the status of recent BEACON presentations on activities and accomplishments to our member agencies. There will be no Board discussion except to ask questions or refer matters to Staff; no action will be taken unless listed on a subsequent agenda.

Upcoming January 2023 Meeting Agenda:

- A. Election of Officers
- B. Grants and Contracts Updates
- C. Project Updates
- D. Regional RSM-SLR Adaptation Planning

7. Adjourn

Late Distribution of Materials

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

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



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STAFF REPORT

Meeting Date: November 7, 2022

Agenda Item: 1B

To: BEACON Board of Directors

From: Executive Director

Date: November 2, 2022

**Subject: Report on Circumstances of the COVID-19 State of
Emergency**

RECOMMENDED ACTIONS:

- i. Receive and file:
 - a. An update that the State and County remain under a proclaimed state of emergency related to COVID-19; and
 - b. The County of Santa Barbara Public Health Department recommendation issued September 1, 2022 (Attachment 1), and the Ventura County Health Officer recommendation issued November 15, 2021 (Attachment 2), regarding social distancing.
- ii. Based on the above findings proceed with this meeting and direct staff to continue to notice and hold hearings as remote hearings consistent with Government Code § 54953(e)(3).

DISCUSSION:

In September 2021, the California State Legislature passed, and the Governor signed, Assembly Bill 361 (Rivas, 2021) (AB 361), which amends the Government Code to allow Brown Act bodies to continue to meet remotely if certain elements are met. AB 361 took effect immediately and applies to all Brown Act boards, committees, and commissions. Below summarizes the ongoing declared emergencies related to the COVID-19 pandemic and the current status of community transmission.

Federal and State

On January 31, 2020, the Secretary of Health and Human Services (HHS) declared a public health emergency under section 319 of the Public Health Service Act (42 USC § 247d) in response to COVID-19. On March 13, 2020, the US President declared a national emergency concerning the COVID-19 pandemic which on February 18, 2022 was extended beyond March 1, 2022. On March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by COVID-19 which has been extended beyond March 31, 2022.

Santa Barbara County

On March 12, 2020, the Santa Barbara County Director of Emergency Services proclaimed a Local Emergency as a result of the COVID-19 and the Santa Barbara County Health Officer declared a Local Health Emergency, due to the imminent and proximate threat to public health from the introduction of COVID-19 in Santa



BEACON Contracts and Agreements November 7, 2022 BEACON Board Meeting

Barbara County. Thereafter, on March 17, 2020, the Santa Barbara County Board of Supervisors ratified the Proclamation of a Local Emergency and the Declaration of a Local Health Emergency which remain in effect. As of September 1, 2022, the Santa Barbara County Public Health Officials continue to recommend utilizing teleconferencing options for public meetings as an effective social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease (Attachment 1). As of October 27, Santa Barbara County is categorized as having a “low” level of community transmission by the US Centers for Disease Control and Prevention's four-tiered system. As of October 26, 2022, the Santa Barbara County Public Health Department reports a case rate of 4.4 per 100,000 and a 3.0% testing positivity rate.

Ventura County

On March 12, 2020, the Ventura County Public Health Department declared a local health emergency in response to 1) increased spread of novel coronavirus (COVID-19) across the country 2) in alignment with the Governor of California’s Declared State of Emergency and mass gathering guidance 3) an increase of local cases. Thereafter, on March 17, 2020, the Ventura County Board of Supervisors proclaimed a Local Emergency and ratified and extended the Declaration of a Local Health Emergency which remain in effect.

As of November 15, 2021, the Ventura County Public Health Officer continues to recommend “that physical/social distancing measures continue to be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies of the County of Ventura.” (Attachment 2). As of October 27, 2022, Ventura County is categorized as having a “low” level of community transmission by the US Centers for Disease Control and Prevention's four-tiered system. As of October 27, 2022, the Ventura County Public reports a case rate of 5.4 per 100,000 and a 4.1% testing positivity rate.

Attachments:

1. Santa Barbara County Health Officials AB 361 Social Distance Recommendation.
2. Ventura County Health Officer recommendation regarding Social Distancing and Continued Remote Meetings of Legislative Bodies.

ITEM 1B

ATTACHMENT 1

**Santa Barbara County Health Officials AB 361 Social Distance
Recommendation**



Daniel L. B. Nielson, MPA *Interim Director*
Suzanne Jacobson, CPA *Chief Financial Officer*
Paige Batson, MA, PHN, RN *Deputy Director*
Darrin Eisenbarth *Deputy Director*
Dana Gamble, LCSW *Deputy Director*
Henning Ansorg, MD *Health Officer*

Public Health Administration

300 North San Antonio Road ♦ Santa Barbara, CA 93110-1316
805/681-5100 ♦ FAX 805/681-5191

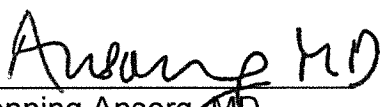
September 1, 2022

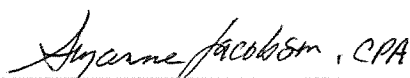
HEALTH OFFICIALS AB 361 SOCIAL DISTANCE RECOMMENDATION

COVID-19 disease prevention measures, endorsed by the Centers for Disease Control and Prevention, include vaccinations, facial coverings, increased indoor ventilation, handwashing, and physical distancing (particularly indoors).

Since March 2020, local legislative bodies-such as commissions, committees, boards, and councils- have successfully held public meetings with teleconferencing as authorized by Executive Orders issued by the Governor. Using technology to allow for virtual participation in public meetings is a social distancing measure that may help control transmission of the SARS- CoV-2 virus. Public meetings bring together many individuals (both vaccinated and potentially unvaccinated), from multiple households, in a single indoor space for an extended time. For those at increased risk for infection, or subject to an isolation or quarantine order, teleconferencing allows for full participation in public meetings, while protecting themselves and others from the COVID-19 virus.

Utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease. This recommendation is further intended to satisfy the requirement of the Brown Act (specifically Gov't Code Section 54953(e)(1)(A)), which allows local legislative bodies in the County of Santa Barbara to use certain available teleconferencing options set forth in the Brown Act.


Henning Ansorg, MD
Public Health Officer
County of Santa Barbara


for Daniel Nielson, MPA
Public Health Interim Director
County of Santa Barbara

ITEM 1B

ATTACHMENT 2

**Ventura County Health Officer Recommendation Regarding Social
Distancing and Continued Remote Meetings of Legislative Bodies**

To: Board of Supervisors
County Executive Office
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

Re: Recommendation regarding Social Distancing and Continued Remote Meetings of
Legislative Bodies

I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.

The California Department of Public Health ("CDPH") and the Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>). While the Delta variant is the currently circulating variant, the Delta-2 variant, its likely successor, is 10 to 15% more transmissible. Current case and hospitalization rates have remained stubbornly higher than they were in the days leading up to the most recent surge. In some counties in our state, these rates are starting to climb again. We are facing the winter holidays and the opportunities these holidays present to promote transmission of COVID-19 infection. The winter season and its associated cold weather drives people indoors and provides another opportunity to spread the highly transmissible COVID-19 virus. Associated with these events last year our county experienced a surge in COVID-19 cases.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease's spread. Remote meetings of legislative bodies in the County, including but not limited to the Board of Supervisors are a recommended form of social distancing that allows for the participation of the community, county staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in the County continue to implement 100% remote meetings. Just as it is likely that the current County order requiring the use of face coverings indoors will be in place beyond the first of the year,

though driven by good intentions, lifting the remote meetings policy at this time would be premature.

If you have any questions regarding this recommendation, please do not hesitate to contact me.



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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 1C

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

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

RECOMMENDED ACTION:

Approve and File.



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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 1D

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

Subject: Consideration and Approval of Minutes of the BEACON Meeting held on September 16, 2022

RECOMMENDED ACTIONS:

Approve and File.

**ITEM 1D
ATTACHMENT**

Meeting Minutes from September 16, 2022 BEACON Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 16, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

em	1	Call to Order, Roll Call, and Introductions – Chair, Gregg Hart.
Minutes/ Actions:	Directors Present: <ul style="list-style-type: none"> • Gregg Hart (County of Santa Barbara) • Das Williams (County of Santa Barbara) • Eric Friedman (City of Santa Barbara) • Vianey Lopez (City of Oxnard) • Steven Gama (City of Port Hueneme) • Matt LaVere (County of Ventura) • Kyle Richards (City of Goleta) Directors Not Present: <ul style="list-style-type: none"> • Al Clark (City of Carpinteria) • Joe Schroeder (City of Ventura) 	

Item		Report on Circumstances of the COVID-19 State of Emergency Recommended Actions: <ol style="list-style-type: none"> 1. Receive and file: <ol style="list-style-type: none"> a. An update that the State and County remain under a proclaimed state of emergency related to COVID-19; and b. The County of Santa Barbara Public Health Department recommendation issued February 16, 2022 (Attachment 1), and the Ventura County Health Officer recommendation issued November 15, 2021 (Attachment 2), regarding social distancing. 2. Based on the above findings proceed with this meeting and direct staff to continue to notice and hold hearings as remote hearings consistent with Government Code § 54953(e)(3).
Minutes/ Actions:	Board Members Comments: <ul style="list-style-type: none"> • Chair Hart explained that this was the COVID item and asked if there were any questions. Public Comments: <ul style="list-style-type: none"> • None. <p>The Board approved unanimously the Recommended Action. Moved by LaVere / Second by Friedman.</p>	

Item	1C	Approval of Agenda and Filing of Certificate of Agenda Posting Action: Approve and file.
Minutes/ Actions:	Board Members Comments: <ul style="list-style-type: none"> • None. Public Comments: <ul style="list-style-type: none"> • None. <p>The agenda was approved unanimously by the Board. Moved by Gama / Second by Friedman.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 16, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	1D	Consideration and Approval of Minutes of the BEACON Meeting held on July 15, 2022. Action: Approve and file.
Minutes/ Actions:	Board Members Comments: <ul style="list-style-type: none"> None. Public Comments: <ul style="list-style-type: none"> None. <p>The Board approved unanimously to approve and file the BEACON Board Minutes from July 15, 202.</p> <p>Moved by LaVere / Second by Richards.</p>	

Item	2	Public Comment and Other Matters not on the Agenda Receive public comments.
Minutes/ Actions:	Board Members Comments: <ul style="list-style-type: none"> None. Public Comments: <ul style="list-style-type: none"> None. 	

Item	3	Presentations - Regional Sediment Management and Sea Level Rise Adaptation within the BEACON Coast.
Minutes/ Actions:	Postponed till November 2022 Board Meeting.	

Item	5A	BEACON Organization and Program - Board Members Reports.
Minutes/ Actions:	<ul style="list-style-type: none"> Director Richards reported that on September 6, 2022, the City of Goleta passed a waste reduction ordinance banning plastic bags and Styrofoam. Director Friedman indicated that he attended the Coastal Commission Local Government Working Group on August 12 at the Coastal Commission Meeting in Calabasas. There was excellent discussion at the meeting. The number one topic was the 1977 construction date threshold for compliance with development requirements. The August 12 meeting was recorded if Board Members missed it. Director Gama reported he attended the Coastal Commission Meeting and agreed there was excellent discussion. Director Gama also reported that September 17 was beach cleanup day and that this is the 6th year of the weekly beach clean ups which has made a tremendous difference. There has been a huge turnout from a big cross-section of the community. Director Gama indicated he was excited about the start of the new dredge project at Channel Island Harbor. Unfortunately, the project budget will likely leave un-dredged about 600,000 CY. On September 21 the USACOE is hosting a project review meeting at the harbor. 	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 16, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5B	<p>BEACON Contract and Agreement</p> <p>Recommended Actions:</p> <ul style="list-style-type: none"> i. Receive and file the Fiscal Year 2021-2022 Budget-to-Actual report for the year-to date period ending June 30, 2022 (Exhibit I). ii. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th); <ul style="list-style-type: none"> INCREASE 5665-2159 \$1,000 DECREASE 5665-2183 \$1,000 iii. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th); <ul style="list-style-type: none"> INCREASE 5668-9252 \$475,000 INCREASE 5668-2183 \$400,000 INCREASE 5668-2199 \$75,000 iv. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th); <ul style="list-style-type: none"> INCREASE 665-2183 \$25,000 DECREASE 5665-6101 \$6,000 DECREASE Fund Balance 5665-5420 \$19,000
Minutes/ Actions:		<p>Executive Director Beyeler explained that Item i. was the Budget to Actual report through June 2022 and Item ii. is for miscellaneous administrative budget adjustments. Item iii. provides the necessary budget adjustments to accommodate the new cooperative agreement with the City of Santa Barbara whereby BEACON is reimbursed for up to \$475,000 through a grant secured by the City for Regional Coastal Adaptation Monitoring Program. BEACON will hire a consultant to do most of the work, but the budget does include \$75,000 for BEACON staff oversight. Item iv. addresses the necessary budget adjustment to accommodate the grant to CSUCI to develop a plan (organizational and financial) to establish a coastal research institute focused on conservation and environmental justice in the name of Carmen Ramirez.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>The Board approved unanimously the Recommended Action. Motion by Gama / Second by LaVere.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 16, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5C	BEACON Contract and Agreement Recommended Actions: i. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with COM3 Consulting for program management services to accommodate reimbursement of expenses related to educational events, seminars and BEACON related workshops and related travel costs, registration fees, hotel accommodations, food, meals and mileage, consistent with BEACON's budget.
Minutes/ Actions:	<p>Executive Director Beyeler explained that as the Board knows, BEACON has no employees and all tasks to run the organization are performed by contract staff. This item amends the existing contract with COM3 Consulting (Gerald Comati) for Program Management services to allow the independent reimbursement of costs associated with the attendance of educational events, conferences, or seminars relevant to the operations of BEACON.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• None. <p>Public Comments:</p> <ul style="list-style-type: none">• None. <p>The Board approved unanimously the Recommended Action. Motion by Lopez / Second by Richards.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 16, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Item	5D	BEACON Contract and Agreement Recommended Actions: <ul style="list-style-type: none">i. Approve and authorize staff to cooperate with the Ventura County Community Foundation (VCCF) as VCCF establishes a scholarship fund in the memory of Carmen Ramirez (involving private donations only) and direct Staff and the Auditor-Controller to forward any unsolicited donations or pledges of donation to the Carmen Ramirez scholarship fund so long as the donor agrees; andii. Approve and authorize the Executive Director to execute an agreement with CSUCI to provide CSUCI a grant of \$25,000 to develop a plan (organizational and financial) to establish a coastal research institute focused on conservation and environmental justice in the name of Carmen Ramirez, upon review and approval of legal counsel and Auditor-Controller.
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 16, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

Minutes/ Actions:	<p>Executive Director Beyeler explained that following the tragic new of Carmen Ramirez, we initially wanted to cancel this board meeting. However, as we began to discuss how we can honor her life there was an outpouring from friends, family and colleagues. BEACON received unsolicited pledges towards the creation of a scholarship fund in the name of Carmen, to train the next generation of community and environmental focused individuals.</p> <p>In the last three years, BEACON and faculty and staff of California State University Channel Islands (CSUCI) have developed several partnership projects involving coastal research and during this time BEACON had discussed the need for an institute/center focused on coastal issues, including importantly, coastal restoration, climate adaptation, and environmental justice. These were also the priority issues for Carmen, as a board member of BEACON, an elected official, and a community advocate.</p> <p>BEACON and CSUCI staff, faculty, and leadership have discussed that the next step in developing such an institute involves completing a concept organizational and financial plan to guide establishment of the institute and its work. BEACON staff enthusiastically support a grant for this purpose and support the naming of the institute in Carmen's memory. Consequently, Beacon staff recommend the Board approve a grant of \$25,000 and authorize the Executive Director to enter into such an agreement upon review and approval of legal counsel and the Auditor-Controller. Further, staff is recommending the Board authorize staff to work with University officials to raise additional resources to implement the institute.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none">• Chair Hart thanked Marc Beyeler. He continued that the loss of Carmen was very personal and the establishment of an institute in Carmen's name is perfect and is a concept that Carmen would have been extremely excited about.• Director Gama indicated that when you lose a champion such as Carmen is it a wake-up call and we have to take this opportunity to honor Carmen and at the same time make big strides in all the areas Carmen was most passionate about.• Director Richards expressed that Carmen was such a great leader and her loss leaves a bid hole. Anything we can do something to support her vision is very important.• Director LaVere expressed his great sorrow. He continued that only a month ago, he was together with Carmen at the Coastal Commission Meeting discussing coastal issues. Carmen's focus was empowering young people, social justice, and the environment. The establishment of an institute in her name is a perfect way to honor Carmen. She was so kind and a great friend to everyone.• Director Friedman thanked staff. He indicated that it was difficult to speak of such a loss for the community but that the institute will be a great legacy for the next generation. Director Friedman relayed that a favorite memory of Carmen was the long conversation they had while waiting at Santa Barbara Airport at 5:30 AM for a flight to Sacramento. She was a trail blazer and will be greatly missed.• Director Williams indicated that Carmen helped so many people and fought for so many important causes. She campaigned against Walmart and the coastal gas plant. She was an amazing advocate for the working class and the environment. It is so sad to see this vibrant
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 16, 2022

TIME: 9:00 AM

PLACE: TELECONFERENCE

	<p>person taken away. The institute is an excellent idea and it is good to see the solidarity we are all in on this matter.</p> <ul style="list-style-type: none">• Director Lopez indicated she also supports the establishment of the institute in Carmen's name. It is the best way to honor Carmen Ramirez and is putting her words into actions. Director Lopez explained that she was a product of Carmen's mentorship and Carmen's memory will continue in this institute. <p>Public Comments:</p> <ul style="list-style-type: none">• Jeff Lambert from the Ventura County Community Foundation indicated that Carmen's family want a scholarship to support public service. He indicated that the foundation is collecting donations to feed the scholarship but as of yet, we have not defined the criteria for the scholarship.• Fred Shaw, previous BEACON Director from City of Carpinteria, stated that he and Carmen came on the BEACON Board at the same time. She was a great voice for the community and for environmental justice. The institute will be a great way to continue her legacy.• Stacey Miller, of Stacy Miller Public Affairs, expressed that she believed Carmen was a once in a lifetime leader.• Dr. Kiki Patch of CSUCI expressed her happiness to be part of the establishment of the new institute. Carmen was a great mentor to so many.• Jena Perkovich, of Stacey Miller Public Affairs, indicated that Carmen felt like an old friend. She was so warm and kind always. I will always take what she thought and carry it forward. <p>Board of Members Comments:</p> <ul style="list-style-type: none">• Chair Hart thanked all for their kind works and thoughts about Carmen. <p>The Board approved unanimously the Recommended Action. Motion by LaVere / Second by Gama.</p>
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Item	6	Executive Director's Report and Communications
Minutes/ Actions:	Postponed till November 2022 Board Meeting.	

**Adjourn to next regular meeting November 18, 2022, at 9:00 AM by Teleconference or Video Conference.
Meeting Minutes by Gerald Comati, Program Manager, BEACON.**



A California Joint Powers Agency

Member Agencies

Al Clark
City of Carpinteria

Kyle Richards
City of Goleta

Vianey Lopez
City of Oxnard

Steven Gama
City of Port Hueneme

Joe Schroeder
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Gregg Hart, Chair
Das Williams
County of Santa Barbara

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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Ventura Address:
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Ventura, CA 93001

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

STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



A California Joint Powers Agency

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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

Subject: Board Member Reports

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



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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 5B

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

Subject: Report from BEACON Executive Committee Meeting
11-07-22

RECOMMENDED ACTION:

Receive a report from the Chair of the Executive Committee.



A California Joint Powers Agency

Member Agencies

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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 5C

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

Subject: Discussion Regarding BEACON Board Member Succession and Organization

RECOMMENDED ACTION:

Board Members to discuss BEACON Officer succession planning and provide any direction to staff.



A California Joint Powers Agency

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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 5D

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

Subject: BEACON Science Advisory Committee (SAC)
Membership

RECOMMENDED ACTIONS:

- i. Confirm the re-appointment of Co-Chairs and Members of the Science Advisory Committee (SAC); and
- ii. Adopt an amendment to the SAC Bylaws adding one additional discipline to the SAC representing Social and Environmental Justice (2/3rds majority vote required).

DISCUSSION:

To support BEACON Executive Staff in implementation of the Science Advisory Committee, staff is recommending that the Board confirm the re-appointments made by the Chair, consistent with BEACON Bylaws. Members serve for a two-year term, and can be re-appointed. The Bylaws allow for member appointment, or re-appointment by the Chair, upon the confirmation by the Board. In addition, on the recommendation of the SAC, the Executive Director is recommending the Board modify the SAC Bylaws, adding an Environmental Justice science expert as an additional standing member of the SAC.

Re-Appointment of SAC Co-Chairs and Members:

Below are names of the re-appointed members made by the Chair.

Co-Chair Dr. Kirsten Patsch
Associate Professor, Environmental Studies and Resource Management,
California State University, Channel Islands

Co-Chair Dr. Douglas George
Vice President, California Shore & Beach Preservation Association

Mr. Robert Battalio
Senior Engineer, Environmental Science Associates (ESA)



Staff Report on SAC Membership
November 7, 2022 Board Meeting

Dr. Jenifer E. Dugan
Associate Research Biologist, Marine Science Institute
Deputy Director, Coastal Marine Institute

Dr. Lesley Ewing
Senior Coastal Engineer, California Coastal Commission (Retired)

Dr. Kristen Goodrich
Coastal Training Program Coordinator, Tijuana River National Estuarine
Research Reserve

Dr. Dan Hoover
Oceanographer, Pacific Coastal and Marine Science Center, United States Geological
Survey

Dr. Philip King
Professor, Department of Economics, San Francisco State University

Dr. Charles Lester
Marine and Coastal Policy Center, Marine Science Institute, UCSB

Dr. Dan Reineman
Assistant Professor, Environmental Sciences and Resource Management, California State
University, Channel Islands

Dr. David Revell
Principal, Integral Corporation

Dr. Sean Vitousek
Research Oceanographer, Pacific Coastal and Marine Science Center, United States
Geological Survey

Addition of Social and Environmental Justice Science Expert to the SAC:

Section 2.0 Representation and Term of the SAC Bylaws, provides that the SAC “shall consist of twelve (12) members that are experienced scientific personnel encompassing physical, ecological, and social science disciplines focused on coastal and ocean topics from academic, public, and private organizations. SAC members shall have specific knowledge and expertise in the following scientific and technical areas, including:

Geomorphology; Hydrology; Geology; Biology; Beach Ecology; Oceanography; Coastal Engineering; Coastal Economics; Coastal and Ocean Law and Policy; Social Ecology; Political Science; and Sociology.”

Staff is recommending, on the recommendation of the SAC, that the Beacon Board add -Social and Environmental Justice to this list in Section 2.0. The SAC members were unanimous in their



Staff Report on SAC Membership
November 7, 2022 Board Meeting

recommendation that this would strengthen the SAC and provide BEACON an even stronger scientific and technical basis to its decision-making.

Attachment: Amendment to SAC Bylaws

ITEM 5D
ATTACHMENT

Amendment to Science Advisory Committee (SAC) Bylaws



Science Advisory Committee Bylaws

Adopted by the BEACON Board September 18, 2020

Revised November 7, 2022

1.0 FUNCTION

The Science Advisory Committee (SAC) is a standing advisory committee, which provides professional technical science advice and recommendations to the policy making Board of Directors of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) on issues related to:

- Reviewing relevant data collection and scientific research initiatives of importance to beaches within BEACON's jurisdiction;
- Discussing, evaluating, and prioritizing of data collection and scientific investigations of most relevance to BEACON's mission and that BEACON could support;
- Identifying of science support resources;
- Developing ways to better integrate science into BEACON's policy and decision- making;
- Collaborating with academic and agency partners on new science initiatives;
- Providing up-to-date science data and research results to regional and local program managers; and
- Where needed and appropriate, providing scientific advice on new BEACON projects or identifying scientific expertise to be consulted on project evaluations

2.0 REPRESENTATION AND TERM

The Chair of the BEACON Board of Directors shall have the authority to appoint Co-Chairs and committee members with confirmation of the appointments made by the Board of Directors. (Bylaws, Art. IV.A.) Membership of SAC shall consist of twelve (12) members that are experienced scientific personnel encompassing physical, ecological, and social science disciplines focused on coastal and ocean topics from academic, public, and private organizations. SAC members shall have specific knowledge and expertise in the following scientific and technical areas, including:

- Geomorphology;
- Hydrology;
- Geology;
- Biology;
- Beach Ecology;



Science Advisory Committee Bylaws

- Oceanography;
- Coastal Engineering;
- Coastal Economics;
- Coastal and Ocean Law and Policy;
- Social Ecology;
- Political Science;
- **Social and Environmental Justice**

Each designated SAC member shall serve for a two-year term, or if applicable, at the will and pleasure of their appointing authority. SAC members may re-appointed to additional terms without limitation.

BEACON consultant staff shall provide support for SAC including scheduling of meeting locations, preparing and distributing agendas and meeting materials, and taking meeting minutes.

3.0 VOTING

Each voting member shall be entitled to one vote. (Bylaws, Art. IV § D.) Only voting members or their alternates who are present at the meeting may make a motion, second a motion, or vote upon a motion under consideration by SAC. A motion shall pass if approved by a simple majority of the members present at the meeting unless otherwise required.

Ex-officio members may not vote. (Bylaws, Art. IV § D.) Ex-officio members may not make a motion, second a motion or vote upon any motion under consideration by SAC.

BEACON Executive or consultant staff may present recommended board actions to SAC to receive the committee's professional advice and input. SAC may recommend approval of BEACON Executive or consultant staff recommendations or may formulate and approve its own recommendations and shall not be bound by those presented by BEACON Executive or consultant staff. BEACON Executive or consultant staff shall report to the BEACON Board of Directors on recommendations adopted by SAC.

4.0 QUORUM

All decisions by a committee shall be by simple majority of the quorum (5 of 8 members). (Bylaws, Art. V, § 1.) A quorum shall be two-thirds of the committee members (8 of 12 members). A quorum shall be required for the conduct of any business of the SAC. (Bylaws, Art. V, § 1.) No business shall be conducted by a



Science Advisory Committee Bylaws

committee without a quorum. (Bylaws, Art. V, § 1.)

5.0 OFFICERS

Officers of SAC shall include two Co-Chairs. After the initial term, SAC members may elect officers by a majority vote of a simple majority of the quorum (5 of 8 members).

6.0 REPRESENTATION AT BEACON BOARD MEETINGS

Either Co-Chair will attend Board meetings to represent the SAC as may be needed to facilitate Board discussion on issues germane to SAC's advisory role.

7.0 MEETINGS

Meetings of SAC shall be held at least once annually. In addition, once a year the SAC shall participate in a workshop with member agency department managers (public works and planning) to discuss scientific, and related management and policy, issues of importance to BEACON's mission. At the discretion of either Co-Chairs, meetings may be rescheduled or cancelled. At the request of either Co-Chair additional meetings may be scheduled.

Meetings shall be conducted in compliance with the Ralph M. Brown Act as amended. (Gov. Code §§ 54950 *et seq.*)

8.0 BYLAWS ADOPTION AND AMENDMENTS

A two-thirds majority of the BEACON Board of Directors shall be required to adopt these bylaws and any amendments to these bylaws. SAC may recommend bylaw amendments to the BEACON Board of Directors.



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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 5E

To: BEACON Board of Directors
From: Executive Director
Date: November 7, 2022

Subject: BEACON Board Meeting Calendar for 2023

RECOMMENDED ACTION:

Review and adopt the Board Meeting Schedule for 2023.

DISCUSSION:

The BEACON Board adopts a meeting schedule for the coming calendar year at the last meeting of each year. BEACON staff is recommending the Board review and consider adopting a Board meeting schedule as indicated below:

January Board Meeting	Friday, January 20, 2023
March Board Meeting	Friday, March 17, 2023
May Board Meeting	Friday, May 19, 2023
July Board Meeting	Friday, July 21, 2023
September Board Meeting	Friday, September 22, 2023
November Board Meeting	Friday, November 17, 2023



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STAFF REPORT

Meeting Date: November 7, 2022

Agenda Item: 5G

To: BEACON Board of Directors

From: Executive Director

Date: November 2, 2022

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

Approve and authorize the Executive Director to execute an Agreement with Environmental Science Associates (ESA), similar to the attached, to assist BEACON in developing a Regional Coastal Adaptation Monitoring Program (RCAMP) in an amount not to exceed two-hundred and fifty thousand dollars (\$250,000.00) with a period of performance from the approval date of both parties to December 31, 2025, upon review and approval by legal counsel and auditor-controller.

DISCUSSION:

BEACON regularly enters into various agreements to undertake his priority activities. The City of Santa Barbara and BEACON have partnered to receive money from the California Coastal Commission to undertake a pilot regional monitoring project focused on Sea Level Rise adaptation.

In July the Board approved a Cooperative Agreement with the City of Santa Barbara to undertake the Regional Coastal Adaptation Monitoring Program (RCAMP). Under the proposed Cooperative Agreement with the City, BEACON will manage consultant services and science and technical, and agency manager and stakeholder input, as part of the development of the regional monitoring protocols and data collection.

In the past three months, BEACON staff working with City staff, developed a consultant RFP, managed a solicitation process, and have now concluded evaluation of the consultant proposals to assist BEACON in preparing the RCAMP. BEACON received three proposals in response to the RFP and convened a review panel to select the consultant to undertake the contract work. The selection panel from BEACON, the City of Santa Barbara, and California Sea Grant unanimously agreed on the selection of the team of Environmental Science Associates (ESA) to undertake the contract work.

Staff is recommending the Board authorize the Executive Director to execute an Agreement with Environmental Science Associates (ESA), similar to the attached, to assist BEACON in developing a Regional Coastal Adaptation Monitoring Program (RCAMP) in an amount not to exceed two-hundred and fifty thousand dollars (\$250,000.00), upon review and approval by legal counsel and auditor-controller (Attachment 1).

Attachment 1. Sample Agreement.

**ITEM 5G
ATTACHMENT**

Sample BEACON Professional Services Agreement

Attachment A

SAMPLE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and [INSERT CONTRACTOR NAME], having its principal place of business at and [INSERT CONTRACTOR ADDRESS] (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES.** Marc Beyeler, BEACON consulting staff at phone number 805-[insert BEACON Phone] is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. [insert Contractor Rep.] at phone number [insert Contractor Phone] is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON
Address
City, CA #####
Attention:

To CONTRACTOR:

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

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

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

4. **TERM.** CONTRACTOR shall commence performance on {ENTER DATE} and end performance upon completion, but no later than {ENTER DATE} unless otherwise directed by BEACON or unless earlier terminated.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which

CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at BEACON's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

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

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

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

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

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

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

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

16. **NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

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

19. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **CHILD SUPPORT COMPLIANCE ACT.** For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:

- A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

36. **TRAVEL REIMBURSEMENT.** BEACON will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3,

Subchapter 1, Article 2 of the California Code of Regulations. CONTRACTOR may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the CONTRACTOR has received *prior* written approval from BEACON permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the total amount referenced in this Agreement. CONTRACTOR shall ensure that travel and related expenses, including any of CONTRACTOR'S subcontractors travel and related expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

37. **DOMESTIC PARTNERS.** For CONTRACTOR Agreements of \$100,000 or more, CONTRACTOR certifies that the CONTRACTOR and/or its subcontractors are in compliance with Public Contract Code section 10295.3.

38. **ACKNOWLEDGEMENT.** In order to acknowledge the California Coastal Commission's ("Commission") support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support.

The CONTRACTOR shall include in any agreement with any subcontractor under the Local Coastal Plan Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

39. **PREVAILING WAGE.** CONTRACTOR agrees to comply with Labor Code Section 1771 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771, as applicable.

EXHIBIT A

Scope of Services

[As described in the RFP SCOPE OF WORK & PROJECT DELIVERABLES; Additional detail may be set forth as determined through proposal reviews and/or negotiations.]

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$[enter dollar amount]**.
2. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
3. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A. Sufficient detail for invoices includes but is not limited to:
 - A. The time period covered by the invoice during which work was actually done.
 - B. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period with supporting documentation.
 - C. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date.

CONTRACTOR agrees that BEACON may request and CONTRACTOR will provide receipts or other source documents for any direct expenditure or costs.

4. **Monthly**, CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of presentation.
5. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1
SCHEDULE OF FEES

[To Be Determined]

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – BEACON, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the BEACON, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the BEACON, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BEACON.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to BEACON a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the BEACON by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the BEACON has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the BEACON. The BEACON may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

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

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

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



A California Joint Powers Agency

Member Agencies

Al Clark
City of Carpinteria

Kyle Richards
City of Goleta

Vianey Lopez
City of Oxnard

Steven Gama
City of Port Hueneme

Joe Schroeder
City of San Buenaventura

Eric Friedman
City of Santa Barbara

Gregg Hart, Chair
Das Williams
County of Santa Barbara

Carmen Ramirez, Vice Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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STAFF REPORT

Meeting Date: November 7, 2022
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: November 2, 2022

**Subject: Executive Director's Report and Communications –
Postponed till November 2022 Board Meeting**

The Executive Director will report on activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON. There will be no Board discussion except to ask questions or refer matters to Staff; no action will be taken unless listed on a subsequent agenda.

Upcoming November Meeting Agenda:

- A. Election of Officers
- B. Grants and Contracts Updates
- C. Project Updates
- D. Regional RSM-SLR Adaptation Planning