



A California Joint Powers Agency

**Member Agency  
Representatives**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

**Santa Barbara Address:**  
105 East Anapamu, Suite 201  
Santa Barbara, CA 93101

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

**Email:**  
[Staff@Beacon.ca.gov](mailto:Staff@Beacon.ca.gov)

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

## NOTICE MEETING

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

May 17, 2024

**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: May 17, 2024**

**TIME: 9:00 AM**

**PLACE: IN-PERSON AND TELECONFERENCE (see details below)**

The agenda of business to be conducted is below.

**Vianey Lopez, Chairperson BEACON**

Members of the public may participate in-person for this meeting at the following locations:

**City of Carpinteria  
Carpinteria City Hall  
City Council Chambers  
5775 Carpinteria Ave  
Carpinteria, CA 93013**

**County of Santa Barbara  
Administration Building  
105 E. Anapamu St. 4<sup>th</sup> Floor,  
2<sup>nd</sup> District Office  
Santa Barbara, CA 93101**

**Oxnard City Council Chambers  
(2<sup>nd</sup> Street Parking Lot entrance)  
300 W 3<sup>rd</sup> Street  
Oxnard, CA 93030**

Members of the public may also participate via teleconference for this meeting by:

1. You may observe the live meeting of the Board of Directors via Zoom Meeting:  
<https://us02web.zoom.us/j/84283380214?pwd=Y1dyeVhFNkw4cEdZQlhZ0VVRHo2UT09>

Meeting ID: [842 8338 0214](#)  
Passcode: [799710](#)



2. You may call in to listen live to the Board of Directors meeting by dialing [1669 444 9171](tel:16694449171) and then entering the following when prompted:  
Meeting ID: [842 8338 0214](tel:84283380214) and  
Passcode: [799710](tel:799710)
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](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Wednesday, May 15, 2024, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Wednesday, May 15, 2024. 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](mailto:Staff@Beacon.ca.gov) prior to 5:00 p.m. on Wednesday, May 15, 2024, 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 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. 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 workingdays prior to the meeting.

## MEETING AGENDA

### 1. Administrative Items

#### A. Call to Order, Roll Call and Introductions–Chair

*The following matters listed under Administrative Items constitute a consent agenda, and will be acted upon by a single roll call vote of the Board. Matters listed as an Administrative Item will be read only on the request of a member of the Board or the public, in which event the matter shall be removed from the Administrative Agenda and considered as a separate item.*

#### B. Approval of Agenda and Filing of Certificate of Agenda Posting.

#### C. Consideration and Approval of Minutes of the BEACON Meeting held on March 15, 2024.(Exhibit I)

### 2. Public Comment and Other Matters not on the Agenda





### 3. BEACON Budget Actions and Financial Reports

#### *Recommended Actions:*

- i. Adopt an increase to voting member assessments (membership dues) by 3% for Fiscal Year 2024-2025 to provide an additional \$10,080 in revenue. (Exhibit I) (***Requires unanimous approval (10/10 vote)***).
- ii. Upon approval of member assessments, approve the Recommended Fiscal Year 2024-2025 Budget (Exhibit II).
- iii. Adopt the Budget Resolution 2024-3 for Fiscal Year 2024-2025 (Exhibit III).

### 4. Projects – No Items

### 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. Appointment of Brian Brennan as Special Projects Advisor

- i. Receive a Staff Report on Special Projects Staff; and
- ii. Adopt Resolution 2024-2 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2025 (Exhibit 1).

#### C. BEACON Contracts and Agreements

##### *Recommended Actions:*

##### **Grant Project Agreements**

- i. Approve and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI) for the Southern California Cell Phone Data Project to assist BEACON in analyzing large-scale mobility data from cell phone derived-location beach information in combination with traditional on-the-ground beach use counts and surveys with a period of performance from May 21, 2024 to June 30, 2025 in an amount not to exceed \$40,000 using grant funds provided by The Bay Foundation (Attachment I).
- ii. Approve, ratify, and authorize the Executive Director to execute Amendment No. 1 to the Grant Agreement with the California Ocean Protection Council (OPC) for the Coastal Resilience project to extend the term through December 31, 2024, consistent with the approved scope of work and without a change in the grant amount of \$440,800 (Attachment II).
- iii. Approve and authorize the Chair to execute an Agreement with Environmental Science Associates (ESA) to provide continuous project performance physical monitoring of the Surfers Point Nature-Based Living Shoreline and Managed Retreat project with a period of performance from May 17, 2024, to December 31, 2024, in an amount not to exceed \$25,000 using grant funds provided by the CA Ocean Protection Council (Attachment III).
- iv. Approve and authorize the Chair to execute an Agreement with Coastal Restoration Consultants (CRC) to provide continuous project performance ecological monitoring of the Surfers Point Nature-Based Living Shoreline and Managed Retreat project with



- a period of performance from May 17, 2024, to December 31, 2024, in an amount not to exceed \$10,000 using grant funds provided by the CA Ocean Protection Council (Attachment IV).
- v. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with Environmental Science Associates (ESA) to assist BEACON with completing the Regional Coastal Adaptation Monitoring Plan (RCAMP) and developing the specific pilot projects without a change to the a period of performance from December 15, 2022 to December 31, 2025, in an amount not to exceed \$70,000 using grant funds provided by the California Coastal Commission, in coordination with the City of Santa Barbara (Attachment V);
  - vi. Approve, ratify, and authorize the Executive Director to execute Amendment No. 2 to the Grant Agreement with the Ocean Protection Council (OPC) for the Santa Barbara County Debris Basin Modifications Project to extend the term through December 31, 2024, and to re-define the scope of the project without a change in the grant amount of \$539,000 (Attachment VI);
  - vii. Approve and authorize the Chair to sign a Cooperative Agreement with the Santa Barbara County Flood Control District to define the roles and responsibilities for delivery of the Santa Barbara County Debris Basin Modifications Project with a period of performance ending December 31, 2024, for an amount not to exceed \$539,000 (Attachment VII).

**Annual Agreements - After approval and adoption of the Fiscal Year 2024-2025 Budget:**

- viii. Approve and authorize the Chair to execute an Agreement with Marc Beyeler/Beyeler & Associates to provide Executive Director Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$159,640 (Attachment VIII).
- ix. Approve and authorize the Chair to execute an Agreement with Gerald Comati/COM3 Consulting to provide Program and Project Management Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$50,000 (Attachment IX).
- x. Approve and authorize the Chair to execute an Agreement with Pam Baumgardner to provide Webmaster, Social Media Communication, and Information Management Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$6,000 (Attachment X).
- xi. Approve and authorize the Chair to execute an Agreement with Santa Barbara County for Legal Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$15,000 (Attachment XI).
- xii. Approve and authorize the Chair to execute an Agreement with Ventura County to provide Accounting Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$20,000 (Attachment XII).
- xiii. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, focusing on assisting BEACON Science Advisory Committee (SAC) activities and providing Geographic Information Systems (GIS) Services, in an amount not to exceed \$25,000 with a period of performance from July 1, 2024, through June 30, 2025 (Attachment XIII).



- xiv. Approve and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from July 1, 2024, to June 30, 2025, in an amount not to exceed \$10,000 (Attachment XIV).

## 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 July Meeting Agenda:

- A. Presentation-Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning Initiatives
- B. Project Updates
- C. Budget Planning Update

## 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: May 17, 2024**  
**Agenda Item: 1B-C**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 10, 2024**

**Subject: Administrative Items**

**RECOMMENDED ACTIONS:**

*The following matters listed under Administrative Items constitute a consent agenda and will be acted upon by a single roll call vote of the Board. Matters listed as an Administrative Item will be read only on the request of a member of the Board or the public, in which event the matter shall be removed from the Administrative Agenda and considered as a separate item.*

- B. Approval of Agenda and Filing of Certificate of Agenda Posting.
- C. Consideration and Approval of Minutes of the BEACON Meeting held on March 15, 2024. (Exhibit I).

**ITEM 1C**

**EXHIBIT I**

**Minutes from March 15, 2024, Board Meeting**

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, March 15, 2024

**TIME:** 9:00 AM

**PLACE:** IN-PERSON IN CARPINTERIA & TELECONFERENCE

<b>Item</b>	<b>1A</b>	<b>Call to Order, Roll Call, and Introductions – Chair, Vianey Lopez</b>
<b>Minutes / Actions:</b>		<p><b>Directors Present:</b></p> <ul style="list-style-type: none"> <li>• Vianey Lopez (County of Ventura) REMOTE</li> <li>• Das Williams (County of Santa Barbara)</li> <li>• Laura Capps (County of Santa Barbara) REMOTE</li> <li>• Kyle Richards (City of Goleta)</li> <li>• Eric Friedman (City of Santa Barbara)</li> <li>• Monica Solórzano (City of Carpinteria)</li> <li>• Doug Halter (City of Ventura)</li> <li>• Gabe Teran, (City of Oxnard) REMOTE</li> <li>• Steven Gama (City of Port Hueneme)</li> </ul> <p><b>Directors Not Present:</b></p> <ul style="list-style-type: none"> <li>• Matt LaVere (County of Ventura)</li> </ul>
<b>Item</b>	<b>1B - C</b>	<p><b>Approval of Administrative Items</b></p> <p><b>B. Approval of Agenda and Filing of Certificate of Agenda Posting.</b></p> <p><b>C. Consideration and Approval of Minutes of the BEACON Meeting held on January 26, 2024.</b></p>
<b>Minutes / Actions:</b>		<p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Motion to approve Administrative Agenda. Moved by Friedman / Second by Solorzano. Unanimously approved.</b></p>
<b>Item</b>	<b>2</b>	<p><b>Public Comment and Other Matters not on the Agenda</b></p> <p><b>Receive public comments.</b></p>
<b>Minutes/ Actions:</b>		<p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>Item</b>	<b>3</b>	<p><b>BEACON Budget Actions and Financial Reports</b></p> <p><b>Recommended Actions:</b></p> <ol style="list-style-type: none"> <li>i. Adopt an increase to voting member assessments (membership dues) by 3% for Fiscal Year 2024-2025 to provide an additional \$10,080 in revenue. (Exhibit I) (Requires unanimous approval (10/10 vote); and</li> <li>ii. Upon approval of member assessments, review and provide direction for the Recommended Fiscal Year 2024-2025 Budget (Exhibit II) with Final Budget Approval to be Presented at May 2024 BEACON Board Meeting.</li> </ol>



## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE: Friday, March 15, 2024**

**TIME: 9:00 AM**

**PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE**

<b>Minutes/ Actions:</b>	<p>Executive Director Beyeler explained that the dues increase recommendation this year is once again cost-of-living and matches that of last year, at 3%. The increase amounts to an approx. \$10K increase in revenue. The increase is small but does accommodate cost increases from some consultants. BEACON continues to engage specialist personnel, which is universally very challenging in terms of availability and cost.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• Director Halter indicated he supported the increase in dues.</li> <li>• Director Williams indicated he would support the dues increase.</li> <li>• Director Friedman indicated that with SLR issues, BEACON was more important than ever and with the work of Executive Director Beyeler, BEACON has become a State-wide model.</li> <li>• Director Gama indicated he supported the dues increase. He indicated that we need to look to the future.</li> <li>• Director Solorzano asked if the increases in the future will also be cost-of-living?</li> <li>• Executive Director Beyeler responded that in 2020 the dues were doubled. Staff intends on providing strategic options to determine what the next steps of BEACON will be. We have been successful in leveraging funds and with the SAC have been able to retain the best scientists available. In November 2024, we will have a presentation from the newly established Financial Ad Hoc Committee on the future funding needs and strategy.</li> <li>• Director Teran indicated that he supported the discussion and was willing to make a motion.</li> <li>• Director Richards indicated that he appreciated the limited dues increases, but wanted to make sure BEACON does fall behind.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Motion to continue Item. Moved by Teran / Second by Gama. Unanimously approved.</b></p>
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<b>Item</b>	<p><b>4. Presentation - 2023 Science Advisory Committee (SAC) Activities Presentation Receive a presentation from BEACON Science Advisory Committee (SAC) Co-Chairs on 2023 Activities and Looking Forward to 2024.</b></p> <ul style="list-style-type: none"> <li>• <b>Dr. Kiki Patsch, California State University Channel Islands (CSUCI)</b></li> <li>• <b>Dr. Doug George, California Shore and Beach Preservation Association (CSBPA)</b></li> </ul>
<b>Minutes/ Actions:</b>	<p>Executive Director Beyeler introduced Dr. George and Dr. Patsch co-Charis of the SAC.</p> <p>Dr. George and Dr. Patsch made a presentation on the SAC, its work over the last year and what the future looks like.</p> <p><b>Board Members Comments:</b></p> <ul style="list-style-type: none"> <li>• Director Richards thanks Dr. George and Dr. Patsch for their presentation and for their</li> </ul>

# BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, March 15, 2024

**TIME:** 9:00 AM

**PLACE:** IN-PERSON IN CARPINTERIA & TELECONFERENCE

role as SAC Co-Chairs. He indicated that the SAC is vital to BEACON for policy and decision makers as well as its work with planning and public works managers from the jurisdictions.

- Director Solorzano asked for an explanation of the context for the application of equity/environmental justice by the SAC.
- Dr. George indicated that the SAC will focus on social and economic issues similarly to their other specialties. The SAC is still looking for a specialist in the area of equity and environmental justice.
- Executive Director Beyeler added that at the November 2022, Board Meeting the Board approved a Bylaw amendment to include the equity person on the SAC. The position has yet to be filled.
- Director Gama recommended BEACON needs to get more involved in legislative actions to fund coastal projects. The Matilija Dam removal project secured Federal funding and sediment releases have begun. Mr. Gama also expressed his support for social equity specialist involvement.
- Director Friedman asked Dr. Patsch how and if the science data that is being gathered is connected to coastal access questions.
- Dr. Patsch responded that the determination of what beach is important from a social and equity standpoint is a variable that the SAC is considering as we look at adaptation strategies in response to SLR. Dr. Goerge also pointed out that BEACON is only one of three agencies that is examining the question of “who goes to the beach”. The other agencies are San Diego, and San Francisco.
- Director Halter thanked Dr. Patsch and Dr. George for their volunteer work with the SAC. Mr. Halter asked how the SAC was interfacing with the Coastal Commission.
- Dr. George responded that the SAC is well connected with the Coastal Commission. The SAC has two retired Coastal Staff, Lesley Ewing and Charles Lester. Mr. Beyeler added that a SAC meeting with the Coastal Commission was being planned in order to keep the Commission in the loop of SAC activities. In addition, the RCAMP is funded by the Coastal Commission.
- Director Richards indicated that he understood the need for standardized monitoring and that BEACON was in a great position to facilitate this. Mr. Richards remembered that bio and equity were added to the SAC scope in 2022 and he asked if the SAC had an expertise in Water Quality.
- Dr. George responded that to date water quality has not been a focus of the SAC, but that it is on the list to add this specialty. Mr. Beyeler added that in the update to the research agenda, water quality will be discussed.

### **Public Comments:**

- John Ilasin, Public Works Director from the City of Carpinteria asked what level of effort is anticipated to coordinate with local agencies re/ the dune and shoreline management plan.
- Dr. Patsch responded that the SAC will be reaching out.

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, March 15, 2024

**TIME:** 9:00 AM

**PLACE:** IN-PERSON IN CARPINTERIA & TELECONFERENCE

<b>Item</b>	<b>6A</b>	<p><b>BEACON Organization and Program</b> <b>Board Members Reports</b></p>
<b>Minutes/ Actions:</b>		<ul style="list-style-type: none"> <li>• Director Richards reported that a sewage spill of over 1 M gallons discharge occurred at Goleta Beach in February. The discharge occurred on February 16, 2024, although it was not announced till after this date. The City of Goleta was very concerned.</li> <li>• Director Capps reported that this morning Goleta Beach was reopened following the sewage discharge, and that she has asked for an after action report.</li> <li>• Director Gama indicated that he was forced to stop surfing at Santa Clause River in the 1980's because of a sewage spill. Mr. Gama also indicated that the City of Port Hueneme was teaming up with Surf Rider to implement an environmentally clean up Ormond Beach.</li> <li>• Director Friedman reported that OPC has released a new draft SLR projection for public comment.</li> <li>• Director Solorzano reported that the City of Carpinteria has taken down its winter berm and cobble has been exposed. It is a good opportunity to remind the community of the importance of cobble in maintaining beaches.</li> </ul> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>Item</b>	<b>6B</b>	<p><b>BEACON Contracts and Agreements</b> <b>Recommended Actions:</b></p> <ol style="list-style-type: none"> <li>i. Approve and authorize payment of an invoice to the California State University Channel Islands (CSUCI) in the amount of \$2,173.56 to initiate review of a coastal research center.</li> <li>ii. Approve and authorize the Chair to execute an Agreement with Integral Consulting to assist BEACON in completing a report on options for integrating Regional Sediment Management and Sea-Level Rise (SLR) Adaptation with a period of performance from March 15, 2024, to December 31, 2024, in an amount not to exceed \$50,000.</li> </ol>
<b>Minutes/ Actions:</b>		<p>Executive Director Beyeler explained that as the Board knows, BEACON needs outside entities to perform work and it is often important to keep the work within a Fiscal Year. The first item is the last payment to CSUCI for the new Coastal Resources Center. This invoice did not make it into FY 22-23 and therefore must be paid in FY 23-24. Staff recommends the Board authorize approval of the invoice. The second item is a new agreement with Integral for work to prepare a report on options for integrating Regional Sediment Management and Sea-Level Rise (SLR) Adaptation. The work is being paid through a grant from the Coastal Conservancy.</p> <p><b>Public Comments:</b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p><b>Motion to approve all items. Moved by Solorzano / Second by Capps. Unanimously</b></p>

## BEACON BOARD OF DIRECTORS' MEETING MINUTES

**DATE:** Friday, March 15, 2024

**TIME:** 9:00 AM

**PLACE:** IN-PERSON IN CARPINTERIA & TELECONFERENCE

	approved.
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<b>Item</b>	7	<b>Closed Session</b> <b>Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).)</b> <b>Conference with Labor Negotiators (Gov. Code § 54957.6(a).)</b> <b>Employee: Executive Director.</b> <b>Agency-designated representatives: Chair Lopez and Counsel McKenzie.</b>
<b>Minutes/ Actions:</b>		Following the Closed Session, Counsel McKenzie indicated there were no items to report out.

<b>Item</b>	8	<b>Executive Director’s Report and Communications</b> <b>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.</b>
<b>Minutes/ Actions:</b>		The Executive Director indicated that at the May 2024 Board Meeting the budget for FY 24-25 will be presented for approval along with the professional and technical specialists and agency services agreements for FY 24-25.

**The next Board Meeting will be held on May 17, 2024, 9:00 AM, at the City of Carpinteria City Council Chambers.**

**Meeting Minutes by Gerald Comati, Program Manager, BEACON.**



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**STAFF REPORT**

**Meeting Date: May 17, 2024**  
**Agenda Item: 2**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 10, 2024**

**Subject: Public Comment and Other Matters not on the Agenda**

**RECOMMENDED ACTION:**

Receive Public Comments.



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**STAFF REPORT**

**Meeting Date: May 17, 2024**  
**Agenda Item: 3**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 10, 2024**

**Subject: BEACON Budget Actions and Financial Reports**

**RECOMMENDED ACTIONS:**

- i. Adopt an increase to voting member assessments (membership dues) by 3% for Fiscal Year 2024-2025 to provide an additional \$10,080 in revenue. (Exhibit I) (Requires unanimous approval (10/10 vote); and
- ii. Upon approval of member assessments, review and approve the Recommended Fiscal Year 2024-2025 Budget.

**DISCUSSION:**

**Recommendation i:**

For the proposed fiscal year 2024-25 Budget, staff recommends a limited increase in dues based on the Cost of Living documented for calendar year 2023. For the current Fiscal Year 2023-24, the Board approved a 5.1% Cost of Living (COL) increase for the budget year. For the proposed FY 2024-25 budget, staff is again requesting limiting any increase in dues to COL, in this case 3%, which is the COL figure used by BEACON's fiscal agent, Ventura County. The County's COL figure is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services (Exhibit II). This increase will provide BEACON with an additional \$10,080 in revenue. Approval of a member dues increase requires a unanimous approval of the Board (10/10).

**Recommendation ii:**

The Recommended Budget for FY 2024-25 includes a total operations budget of \$360,427. The operational expenses for this year include costs associated with budgeting for necessary professional services to BEACON, including BEACON's continuing professional staff, its agreements with Ventura County and with Santa Barbara County for fiscal and legal services, the annual Agreement with California State University Channel Islands, and funding for Science Support services. The proposed budget for the coming year also includes limited funds to support a Grants Specialist to assist the Executive Director and the Program Manager in managing extramural funding to BEACON. Without grant income, BEACON is unable to conduct a range of activities which support BEACON's primary goals and objectives.





Many services required by BEACON are increasing including insurance costs, and project technical, and professional consulting fees. Nonetheless, planned annual operating expenditures do not exceed annual operating revenues, retaining the BEACON fund balance at current levels. Final Budget approval will be presented to the Board at the May Board Meeting.

Exhibits:

- I. BEACON Proposed Membership Dues FY 2024-25, CPI COL figures;
- II. BEACON Proposed Budget for FY 2024-25.
- III. Budget Resolution 2024-3 for FY 2024-2025.

**ITEM 3**

**EXHIBIT I**

**BEACON Membership Dues FY 2024-25, CPI COL Figures**

Fiscal Year 2024-2025

BEACON Proposed Membership Dues

Entity	Fiscal Year	Board Approved Increase 5.10%	Fiscal Year	CPI Increase 5.10%	Fiscal Year	CPI Increase 3.00%	Proposed Fiscal Year 2024-205
	2021-22		2022-23		2023-2024		
County of Ventura	\$ 50,690.00	\$ 2,585.00	\$ 53,275.00	\$ 2,717.00	\$ 55,992.00	\$ 1,680.00	\$ 57,672.00
County of Santa Barb:	50,690.00	\$ 2,585.00	53,275.00	\$ 2,717.00	55,992.00	\$ 1,680.00	57,672.00
City of Santa Barbara	42,243.00	\$ 2,154.00	44,397.00	\$ 2,264.00	46,661.00	\$ 1,400.00	48,061.00
City of Oxnard	42,243.00	\$ 2,154.00	44,397.00	\$ 2,264.00	46,661.00	\$ 1,400.00	48,061.00
City of Buenaventura	42,243.00	\$ 2,154.00	44,397.00	\$ 2,264.00	46,661.00	\$ 1,400.00	48,061.00
City of Carpinteria	25,350.00	\$ 1,293.00	26,643.00	\$ 1,359.00	28,002.00	\$ 840.00	28,842.00
City of Port Hueneme	25,350.00	\$ 1,293.00	26,643.00	\$ 1,359.00	28,002.00	\$ 840.00	28,842.00
City of Goleta	25,350.00	\$ 1,293.00	26,643.00	\$ 1,359.00	28,002.00	\$ 840.00	28,842.00
	\$ 304,159.00	\$ 15,511.00	\$ 319,670.00	\$ 16,303.00	\$ 335,973.00	\$ 10,080.00	\$ 346,053.00

Bureau of Labor Statistics

Consumer Price Index for All Urban Consumers (CPI-U)  
12-Month Percent Change

Series Id: CUURS48ASA0  
 Not Seasonally Adjusted  
 Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all  
 Area: Los Angeles-Long Beach-Anaheim, CA  
 Item: All items  
 Base Period: 1982-84=100  
 Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	2.0	2.2	1.3	0.9	1.0	1.4	1.3	0.8	0.6	-0.1	0.4	1.1	1.1	1.5	0.7
2014	0.8	0.5	1.0	1.4	1.7	1.8	2.0	1.8	1.7	1.4	1.3	0.7	1.3	1.2	1.5
2015	-0.1	0.1	0.5	0.5	1.1	0.8	1.4	1.1	0.7	1.0	1.6	2.0	0.9	0.5	1.3
2016	3.1	2.4	1.7	2.0	1.4	1.8	1.1	1.4	1.9	2.2	1.8	2.0	1.9	2.1	1.7
2017	2.1	2.7	2.7	2.7	2.5	2.2	2.5	2.8	3.1	3.1	3.6	3.6	2.8	2.5	3.1
2018	3.5	3.6	3.8	4.0	4.1	4.0	3.9	3.9	3.9	4.1	3.6	3.2	3.8	3.8	3.8
2019	3.2	2.5	2.7	3.3	3.1	3.3	3.3	3.0	3.0	3.2	3.2	3.0	3.1	3.0	3.1
2020	3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6	1.9	1.4
2021	0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8	2.6	5.1
2022	7.5	7.4	8.5	7.9	8.0	8.6	7.7	7.6	7.8	7.5	6.0	4.9	7.4	8.0	6.9
2023	5.8	5.1	3.7	3.8	3.2	2.5	2.7	3.3	3.2	2.4	2.8	3.5	3.5	4.0	3.0

Source: Bureau of Labor Statistics

Generated on: January 19, 2024 (05:32:40 PM)

**ITEM 3**

**EXHIBIT II**

**BEACON Proposed Budget for FY 2024-25**

## BEACON PROPOSED BUDGET FOR FY 2024-25

Fund 0025		Division/ Unit Code	Account Code	FY 21-22 Actual-Audited	FY 2022-23 Actual-Unaudited Financials	FY2023-24 Adjusted Budget	FY 2023-24 Estimated Actual	FY 2024-25 Proposed Budget Option 1 3%
<b>FINANCING SOURCES</b>								<b>3% CPI - Dues Increase</b>
<b>Fund Balance</b>								
Appropriation of Fund Balance				-			10,000.00	3,913
<b>Revenue</b>								
<b>Operating Revenue:</b>								
Investment Income	5665	8911		(2,579)	10,483	4,530	14,374	14,374
Membership Dues	5665	9371		304,159	319,670	335,973	335,973	346,053
Contributions and Donations	5665	9770			2,906		-	-
Miscellaneous Revenue	5665	9790			29		-	-
<b>Subtotal - Operating Revenue:</b>				<b>301,580</b>	<b>333,088</b>	<b>340,503</b>	<b>350,347</b>	<b>360,427</b>
<b>Grant and Project Revenue:</b>								
Grant Funding (OPC Grant for Debris Basin Modification Project)	5668	9252		(4,284)	7,585		-	-
Grant Funding (OPC grant- RSM/SLR Adaptation)	5668	9252		79,154	169,489	199,101		-
Coastal Commission Mitigation Fees-RCAM	5668	9252			43,452	431,548		-
Surfer's Point	5668	9252		123,620				-
The Bay Foundation-Coastal Access & Beach Visitor Data	5668	9252				336,250		-
<b>Subtotal - Grant and Project Revenue:</b>				<b>198,490</b>	<b>220,526</b>	<b>966,899</b>	<b>-</b>	<b>-</b>
<b>Total - Revenue:</b>				<b>500,070</b>	<b>553,614</b>	<b>1,307,402</b>	<b>350,347</b>	<b>360,427</b>
<b>TOTAL FINANCING SOURCES</b>				<b>500,070</b>	<b>553,614</b>	<b>1,307,402</b>	<b>360,347</b>	<b>364,340</b>
<b>EXPENDITURES</b>								
<b>Operating Expenses (Overhead):</b>								
Communication & Outreach	5665	2031		-		10,000	10,000	12,100
Insurance	5665	2072		4,715	5,023	5,500	5,500	6,000
Memberships and Dues	5665	2131		850	688	2,000	2,000	1,100
Miscellaneous Expense	5665	2159		690	3,370	5,003	5,000	5,000
Technical Services	5665	2183		98,470	116,056	95,001	95,001	115,000
Attorney Services	5665	2185		10,850	12,804	15,000	15,000	15,000
Other Professional & Specialized Services	5665	2199		150,906	133,601	207,500	207,500	182,140
Education Conference and Seminars - (Registration fees for conferences)	5665	2273		1,350	3,340	14,000	14,000	12,500
Travel Expenses - (Mileage, Travel & Conf.)	5665	2292			1,285	6,500	6,500	3,500
<b>Subtotal - Operating Expenses:</b>				<b>267,830</b>	<b>276,167</b>	<b>360,504</b>	<b>360,501</b>	<b>352,340</b>
<b>Grant Funding Expenditures:</b>								
Grant - OPC (Debris Basin Removal Proj.)	5668	2183		2,610				-
Grant - OPC (Surfer's Point Proj.)	5668	2183		98,231				-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199				96,250	-	-
Engineering and Technical Surveys - CABV-SMBR	5668	2183				240,000	-	-
The Bay Foundation-Coastal Access & Beach Visitor Data -CABV	5668	2183				336,250	-	-
Engineering and Technical Surveys - CCMF-RCAM-Cooperative City of Santa Barbara	5668	2183			27,452	59,000	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199			16,000	372,548	-	-
California Coastal Commission-Cooperative City of Santa Barbara	5668	2199			43,452	431,548	-	-
Other Professional & Specialized Services - (Project Mgmt.)	5668	2199		19,750	26,000	16,000		-
Engineering and Technical Surveys - OPC Grant - RSM/SLR Adaptation	5668	2183		115,594	114,868	95,320		-
<b>OPC Grant - RSM/SLR Adaptation:</b>				<b>135,344</b>	<b>140,868</b>	<b>111,320</b>	<b>-</b>	<b>-</b>
<b>Subtotal - Grant Funding Expenditures:</b>				<b>236,185</b>	<b>184,320</b>	<b>879,118</b>	<b>-</b>	<b>-</b>
<b>Contingencies:</b>								
Contingencies - Grant matching, Contract Amendments, New Programs.	5665	6101						12,000
<b>Subtotal - Contingencies:</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,000</b>
<b>TOTAL EXPENDITURES</b>				<b>504,015</b>	<b>460,487</b>	<b>1,239,622</b>	<b>360,501</b>	<b>364,340</b>
<b>Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]</b>				<b>(3,945)</b>	<b>93,127</b>	<b>67,780</b>	<b>(154)</b>	<b>-</b>
<b>Fund 0025 - Beginning Fund Balance</b>				<b>\$ 220,069</b>	<b>\$ 216,124</b>			<b>-</b>
<b>Fund 0025 - Ending Fund Balance</b>				<b>\$ 216,124</b>	<b>\$ 309,251</b>			<b>309,251</b>

**ITEM 3**

**EXHIBIT III**

**Budget Resolution 2024-3 for Fiscal Year 2024-2025**



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

ADOPTING THE BUDGET FOR FISCAL YEAR (FY) 2024-2025 AND DELEGATION OF AUTHORITY TO THE AUDITOR-CONTROLLER AND EXECUTIVE DIRECTOR TO TAKE DESCRIBED ACTIONS ON THE FY 2024-25 ADOPTED BUDGET

RESOLUTION NO. 2024-3

**WHEREAS**, BEACON is established under a joint powers agreement (JPA) executed by each of the counties and incorporated cities;

**WHEREAS**, pursuant to Section 6502 of the Government Code, BEACON may jointly exercise any power common to its member agencies;

**WHEREAS** BEACON is authorized to adopt rules as may be required for the orderly operation of the organization (JPA § 5.f; Bylaws Art. II § 2.G);

**WHEREAS**, the BEACON Board of Directors (Board) adopts an annual budget in order to fund its programs;

**WHEREAS**, on March 15, 2024, at its regularly scheduled meeting, the Board held a public hearing and accepted public testimony on the Recommended FY 2024-2025 Budget;

**WHEREAS**, on May 17, 2024, at its regularly scheduled meeting, BEACON held a second public hearing and accepted public testimony on the Recommended FY 2024 - 2025 Budget;

**WHEREAS**, the May 17, 2024 public hearing on the Recommended FY 2024-2025 Budget has now been closed;

**WHEREAS**, the Board deliberated on and reviewed the Recommended FY 2024-2025 Budget with regard to revisions of, deductions from, or increases or additions to the Recommended Budget with each such revision, addition, or deletion having been provided to the Board in writing prior to the close of the May 17, 2024 public hearing;

**WHEREAS**, the Board finds that the Recommended FY 2024-2025 Budget supports BEACON's programs and supplies it with sufficient resources necessary to fulfill its duties and obligations;

**WHEREAS**, pursuant the JPA section 15, the Ventura County Auditor-Controller, a Member Agency, is the designated Auditor-Controller for BEACON;

**WHEREAS**, BEACON has developed specific duties for its Executive Director, including financial planning and budgeting, and is authorized to engage knowledgeable staff to assist in the implementation of BEACON's objectives (Bylaws, Art. VII, § 1);

**WHEREAS**, the FY 2024-25 Adopted Budget for Fund O025 includes Unit 5665 Operations and Unit 5668 Grants and Capital Projects;

**WHEREAS**, the BEACON Board only meets every other month;

**WHEREAS**, to ease the administrative burden and to prevent delays the BEACON Board wishes to delegate authority to the Ventura County Auditor-Controller to take the actions described herein;

**WHEREAS**, to ease the administrative burden and to prevent delays the BEACON Board wishes to delegate authority to the Executive Director to take the actions described herein, upon review and approval by the Ventura County Auditor-Controller;

**WHEREAS**, to retain adequate safeguards the BEACON Board wishes to restrict the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to FY 2024-25 Adopted Budget; and

**WHEREAS**, to retain adequate safeguards the BEACON Board wishes to direct the Executive Director and/or the Auditor-Controller to update the Board at BEACON's next regularly scheduled meeting following such actions taken as described herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BEACON BOARD OF DIRECTORS** that the Board of Directors adopts the Recommended FY 2024-2025 Budget as submitted on May 17, 2024, together with any revisions, deductions, increases, or additions as specified in the deliberations and motions of the Board thereon and as set forth in the budget detail information in the record and made a part hereof, as the FY 2024-25 Adopted Budget for BEACON;

**BE IT FURTHER RESOLVED**, the Board delegates to the Executive Director of BEACON the authority to use the budgeted funds for their intended purpose or to make budget adjustments within the parameters set forth below, when deemed reasonably necessary;

**BE IT FURTHER RESOLVED:**

1. That the County Auditor-Controller is authorized, with the approval of the Executive Director, to make adjustments to the FY 2024-25 Adopted Budget Fund O025 fund balance, if the Fiscal Year 2023-24 actual year-end closing figures for BEACON's Fund O025 differ from the Fiscal Year 2023-24 Final Budget, as follows:

- A. If the available revenue exceeds the funding requirements for BEACON's Operating Fund, then the surplus revenue shall be applied to the Unassigned Fund Balance; or
  - B. If the funding requirements for the Operating Fund exceed available revenue, then the Contingency Appropriation shall be reduced to balance the Operating Fund.
2. That the County Auditor-Controller is authorized, with the approval of the BEACON Executive Director, to make the appropriate entries to the Grants and Capital Projects budget (Unit 5668) for ongoing grant programs and capital projects that have not been re-budgeted. The prior-year's unencumbered appropriations and corresponding revenues may be reestablished for the specific grants and capital projects;
  3. That the Ventura County Auditor-Controller is authorized to make the necessary adjustments to the FY 2024-25 Adopted Budget for any budget unit so as to reflect the acquisition of fixed assets within the appropriate budget unit and to properly classify projects between fixed assets and maintenance;
  4. That the Executive Director is authorized, with the approval of the Auditor-Controller, to transfer appropriations between object levels within BEACON's Operating Unit 5665 or Grant and Capital project Unit 5668;
  5. That when the Executive Director and the Auditor-Controller determine that there has been a clerical error, the Auditor-Controller is authorized to make the necessary budget adjustments accordingly.

**BE IT FURTHER RESOLVED THAT** to ease the administrative burden and to prevent delays the BEACON Board delegates authority to the Ventura County Auditor-Controller to take the actions described herein;

**BE IT FURTHER RESOLVED THAT** to ease the administrative burden and to prevent delays the BEACON Board delegates authority to the Executive Director to take the actions described herein, upon review and approval by the Ventura County Auditor-Controller;

**BE IT FURTHER RESOLVED THAT** to retain adequate safeguards the BEACON Board restricts the authority given to the Ventura County Auditor-Controller and the Executive Director as described herein to the FY 2024-25 Adopted Budget; and

**BE IT FURTHER RESOLVED THAT** to retain adequate safeguards the BEACON Board

wishes to direct the Executive Director and/or the Auditor-Controller to update the Board at BEACON's next regularly scheduled meeting following such actions taken as described herein.

PASSED AND ADOPTED this 17<sup>th</sup> day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

*Marc Beyeler*

\_\_\_\_\_  
Marc Beyeler, Executive Director

\_\_\_\_\_  
Vianey Lopez, Chair, Board of Directors  
Beach Erosion Authority for Clean Oceans and Nourishment  
BEACON

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Jeffery S. Burgh  
Ventura County Auditor-Controller

By: \_\_\_\_\_  
Auditor-Controller for BEACON

APPROVED AS TO FORM:  
Rachel Van Mullem  
Santa Barbara County Counsel

*[Signature]*  
By: \_\_\_\_\_  
Deputy County Counsel  
Legal Counsel for BEACON



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

**Santa Barbara Address:**  
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](mailto:Office@Beacon.ca.gov)

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

**STAFF REPORT**

**Meeting Date: May 17, 2024**  
**Agenda Item: 5A**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 10, 2024**

**Subject: Board Member Reports**

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



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
*City of Carpinteria*

Kyle Richards, Vice-Chair  
*City of Goleta*

Gabe Teran  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Doug Halter  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Laura Capps  
Das Williams  
*County of Santa Barbara*

Vianey Lopez, Chair  
Matt LaVere  
*County of Ventura*

**Executive Director**  
Marc Beyeler

**Santa Barbara Address:**  
105 East Anapamu, Suite 201  
Santa Barbara, CA 93101

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

**Email:**  
Staff@Beacon.ca.gov

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

**STAFF REPORT**

**Meeting Date: May 17, 2024**  
**Agenda Item: 5B**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 10, 2024**

**Subject: Appointment of Brian Brennan as Special Projects Advisor**

**RECOMMENDATION:**

- i. Receive a Staff Report on Special Projects Staff;
- ii. Adopt Resolution 2024-2 appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2025 (Exhibit 1).

**DISCUSSION:**

Until May 2020, Brian Brennan served as BEACON's Executive Director and was involved in several important ongoing BEACON projects. Upon his retirement, he continues to assist BEACON executive staff on a select number of important BEACON projects. Mr. Brennan possesses unique knowledge and understanding of projects and has extensive experience working with project partners that is invaluable in successfully completing the projects. In order to continue BEACON implementation actions, BEACON staff require the assistance of Mr. Brennan.

Without a formal appointment, however, Mr. Brennan does not have full access to BEACON project documents and internal communications.

In order to be effective in providing assistance, Mr. Brennan requires access to the full range of project communications. It is the desire of BEACON Executive Director to continue Mr. Brennan's involvement in certain BEACON projects to assist BEACON staff on essential project tasks for a period until June 30, 2025. BEACON executive staff is recommending the BEACON Board appoint Mr. Brennan as a Special Projects Volunteer Staff.



**ITEM 5B**

**EXHIBIT 1**

**Resolution 2024-2 Appointing Brian Brennan as Special  
Projects Volunteer Staff**

RESOLUTION OF THE BEACH EROSION AUTHORITY  
FOR CLEAN OCEANS AND NOURISHMENT  
(BEACON)

APPOINTING BRIAN BRENNAN AS SPECIAL  
PROJECTS VOLUNTEER STAFF

RESOLUTION NO. 2024-2

WHEREAS the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) desires to define the relationship of Brian Brennan to the agency for assisting in project development and implementation of select projects;

WHEREAS BEACON is established under a joint powers agreement (JPA) executed by each of the incorporated cities and the counties;

WHEREAS BEACON is charged with developing and implementing regional sediment management, beach and coastal restoration projects (JPA § 3, 5.d., 5.e.; Bylaws, Art. 1, § 3.B.);

WHEREAS BEACON established the Beach Shoreline Sand Supply and Public Access Fund in 2014;

WHEREAS pursuant to Section 6502 of the Government Code, BEACON may jointly exercise any power common to its member agencies;

WHEREAS BEACON is authorized to engage knowledgeable staff to assist in the implementation of BEACON projects (Bylaws, Art. VII, § 1);

WHEREAS Brian Brennan has demonstrated specialized knowledge of BEACON projects and has extensive relationships with BEACON project partners which are invaluable in successfully implementing BEACON projects.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT BEACON appoints Brian Brennan as a Special Projects Volunteer Staff.

PASSED AND ADOPTED this 17th day of May 2024 the following vote:

AYES:

NOES:

ABSENT:

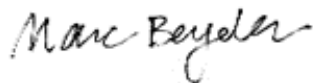
ABSTAIN:

---

Vianey Lopez, Chair  
Beach Erosion Authority for Clean Oceans and Nourishment  
BEACON

Date: \_\_\_\_\_

ATTEST:



---

Marc Beyeler, Executive Director

APPROVED AS TO FORM:  
Rachel Van Mullem  
Santa Barbara County Counsel



---

Deputy County Counsel



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
*City of Carpinteria*

Kyle Richards, Vice-Chair  
*City of Goleta*

Gabe Teran  
*City of Oxnard*

Steven Gama  
*City of Port Hueneme*

Doug Halter  
*City of San Buenaventura*

Eric Friedman  
*City of Santa Barbara*

Laura Capps  
Das Williams  
*County of Santa Barbara*

Vianey Lopez, Chair  
Matt LaVere  
*County of Ventura*

**Executive Director**  
Marc Beyeler

**Santa Barbara Address:**  
105 East Anapamu, Suite 201  
Santa Barbara, CA 93101

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

**Email:**  
Staff@Beacon.ca.gov

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

**STAFF REPORT**

**Meeting Date: May 17, 2024**  
**Agenda Item: 5C**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 10, 2024**

**Subject: Contracts and Agreements**

**RECOMMENDED ACTIONS:**

**Grant Agreements**

- i. Approve and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI) for the Southern California Cell Phone Data Project to assist BEACON in analyzing large-scale mobility data from cell phone derived-location beach information in combination with traditional on-the-ground beach use counts and surveys with a period of performance May 21, 2024 to June 30, 2025 in an amount not to exceed \$40,000 using grant funds provided by The Bay Foundation (Attachment I).
- ii. Approve, ratify, and authorize the Executive Director to execute Amendment No. 1 to the Grant Agreement with the California Ocean Protection Council (OPC) for the Coastal Resilience project to extend the term through December 31, 2024, consistent with the approved scope of work and without a change in the grant amount of \$440,800 (Attachment II).
- iii. Approve and authorize the Chair to execute an Agreement with Environmental Science Associates (ESA) to provide continuous project performance physical monitoring of the Surfers Point Nature-Based Living Shoreline and Managed Retreat project with a period of performance from May 17, 2024, to December 31, 2024, in an amount not to exceed \$25,000 using grant funds provided by the CA Ocean Protection Council (Attachment III).
- iv. Approve and authorize the Chair to execute an Agreement with Coastal Restoration Consultants (CRC) to provide continuous project performance ecological monitoring of the Surfers Point Nature-Based Living Shoreline and Managed Retreat project with a period of performance from May 17, 2024, to December 31, 2024, in an amount not to exceed \$10,000 using grant funds provided by the CA Ocean Protection Council (Attachment IV).



- v. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with Environmental Science Associates (ESA) to assist BEACON with completing the Regional Coastal Adaptation Monitoring Plan (RCAMP) and developing the specific pilot projects without a change to the a period of performance from December 15, 2022 to December 31, 2025, in an amount not to exceed \$70,000 using grant funds provided by the California Coastal Commission, in coordination with the City of Santa Barbara (Attachment V);
- vi. Approve, ratify, and authorize the Executive Director to execute Amendment No. 2 to the Grant Agreement with the Ocean Protection Council (OPC) for the Santa Barbara County Debris Basin Modifications Project to extend the term through December 31, 2024, and to re-define the scope of the project without a change in the grant amount of \$539,000 (Attachment VI);
- vii. Approve and authorize the Chair to sign a Cooperative Agreement with the Santa Barbara County Flood Control District to define the roles and responsibilities for delivery of the Santa Barbara County Debris Basin Modifications Project with a period of performance ending December 31, 2024, for an amount not to exceed \$539,000 (Attachment VII).

**Annual Agreements - After approval and adoption of the Fiscal Year 2024-2025 Budget:**

- viii. Approve and authorize the Chair to execute an Agreement with Marc Beyeler/Beyeler & Associates to provide Executive Director Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$159,640 (Attachment VIII).
- ix. Approve and authorize the Chair to execute an Agreement with Gerald Comati/COM3 Consulting to provide Program and Project Management Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$50,000 (Attachment IX).
- x. Approve and authorize the Chair to execute an Agreement with Pam Baumgardner to provide Webmaster, Social Media Communication, and Information Management Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$6,000 (Attachment X).
- xi. Approve and authorize the Chair to execute an Agreement with Santa Barbara County for Legal Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$15,000 (Attachment XI).
- xii. Approve and authorize the Chair to execute an Agreement with Ventura County to provide Accounting Services to BEACON with a period of performance from July 1, 2024, through June 30, 2025, in an amount not to exceed \$20,000 (Attachment XII).
- xiii. Approve and authorize the Chair to execute an Agreement with Jenna Wisniewski to provide specialist science support services, focusing on assisting BEACON Science Advisory Committee (SAC) activities and providing Geographic Information Systems (GIS) Services, in an amount not to exceed \$25,000 with a period of performance from July 1, 2024, through June 30, 2025 (Attachment XIII).



- xiv. Approve and authorize the Chair to execute an Agreement with California State University Channel Islands (CSUCI) to provide research and technical support regarding regional sediment management and regional climate adaptation with a period of performance from July 1, 2024, to June 30, 2025, in an amount not to exceed \$10,000 (Attachment XIV).

## **DISCUSSION:**

### **Grant Project Agreements**

#### **Santa Monica Bay Foundation Grant.**

#### **Southern California Cell Phone Data Project – Agreements with California State University Channel Islands (CSUCI).**

##### **Item i.**

The first agreement is with CSUCI's Environmental Science & Resource Management (ESRM) to implement the BEACON grant from the Santa Monica Bay Foundation to develop better beach user information and data to support better beach management and preservation. The staff presented a short power point with personnel from CSUCI outlining the program objectives, goals and activities for our coastal access data research project. CSUCI, ESRM representatives bring specialized professional expertise in acquiring and managing large-scale data sets and in analyzing a range of social science research. This continues BEACON's long-standing support for and use of the best available beach use and beach user data to inform coastal beach management and preservation.

#### **OPC Coastal Resilience Prop 68 Grant.**

#### **Surfers Point Project – Agreements with Environmental Science Associates (ESA) and Coastal Restoration Consultants (CRC).**

##### **Items ii, iii, and iv.**

In 2021, BEACON approved a grant from CA Ocean Protection Council (OPC) to develop an innovative regional coastal resilience sediment management pilot program focused on sea-level rise (SLR) adaptation and coastal resiliency. The term of the grant was originally to December 31, 2023. Additional time is required to complete the complex studies and consequently, an amendment to the grant to extend the term of the grant to December 31, 2024, is required. In addition, funded through the OPC Grant, staff are recommending the approval of two agreements that continue BEACON's support for project performance and evaluation monitoring and assessment to guide regional adaptive management needs. The effort would integrate coastal SLR adaptation goals and activities with BEACON's long-standing Regional Sediment Management (RSM) goals. One agreement is with ESA to undertake continued shoreline monitoring and the other agreement is with CRC to continue periodic monitoring of the dune and beach habitat extent and condition. BEACON, working with the two consultants, has been involved in supporting and managing periodic monitoring of the Surfers Point Demonstration Pilot Project for the several



years. The two consultants have been involved in periodic monitoring at Surfers Point since 2012, and ESA prepared the original Project Monitoring Plan in 2012. The agreements allow BEACON to support a Spring/Summer 2024 Project Monitoring exercise, continuing the long-term data series.

**Coastal Commission Grant Through City of Santa Barbara.  
Regional Coastal Adaptation Monitoring Project (RCAMP) - Agreement with Environmental Science Associates (ESA).**

**Item v.**

This agreement is an amendment to the original consulting agreement with ESA to allow for completion of the RCAMP Plan and begin implementation steps for the identified monitoring projects recommended in the plan. The RCAMP represents an important effort by BEACON to identify regional monitoring needs for coastal SLR adaptation and coastal beach resilience planning.

**OPC Santa Barbara County Debris Basin Projects Grant.  
Santa Barbara County Debris Basin Project - Amendment No. 2 to the Grant Agreement + Cooperative Agreement with SB County.**

**Item vi, and vii.**

In 2017 BEACON approved a grant from OPC to remove two existing debris basins in Santa Barbara County and thereby eliminate obstructions to the flow of sediment along two creeks that feed the BEACON Littoral Cell. Following the January 2018 Debris Flow disaster, Santa Barbara County re-assessed its policy regarding debris basin removal and as a result, BEACON secured an amendment to the OPC grant to change the scope of the Project such that the debris basins are modified rather than removed. The modified basins would capture large debris, while allowing the flow of sediment through the basin and downstream to the coast. A second amendment has now been secured by BEACON Staff to extend the term of the grant to December 31, 2024. In addition, a new cooperative agreement with Santa Barbara County is being recommended for approval to address the roles and responsibilities of Project delivery, which we be completed in 2024.

**BEACON Operational Professional Services Agreements**

Following approval of the FY 24-25 Budget, the Board is being asked to approve a set of contracts and agreements that support the annual operations of BEACON. All BEACON organizational staff and professional services are carried out by contract consultants, or in the case of financial and legal services, under agreements with member agencies. The important organizational agency and consultant agreements include BEACON's Executive Director, Program Manager, and essential specialist professional services, including a Public Information Specialist, a Science Specialist, agreements with Ventura County and Santa Barbara County, and an agreement for environmental technical services with California State University Channel Islands. Staff are recommending the



Board enter into these multiple agreements to support organizational and program activities and to provide essential financial and legal support services for the coming year.



**ITEM 5C**

**ATTACHMENT I**

**Agreement with California State University Channel Islands (CSUCI) for the  
Southern California Cell Phone Data Project**

## 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 California State University Channel Islands, having its principal place of business at and 1 University Drive, Camarillo, CA 93012 (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**, BEACON has received a grant from the The Bay Foundation to provide mobility location data project support services through grant funds.

**WHEREAS**, BEACON desires to procure services from CSUCI for technical data acquisition and data methods and analysis and GIS visualization for specialized cell phone location-derived data for use in identifying beach use patterns and beach user information in southern California.

**WHEREAS**, the purpose of acquiring and analyzing the data is to help in identifying and analyzing beach use patterns at different beach locations and identifying and analyzing regional and local coastal public access needs. The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), and its project partners, will use the data to examine regional beach use patterns and identify beach user needs and preferences.

**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 at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Dr. Kiki Patsch at phone number 805-437-2696 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  
                                  105 East Anapamu St., Suite 201

Santa Barbara, CA 93103  
Attention: Marc Beyeler

To CONTRACTOR:

California State University Channel Islands  
Environmental Science and Resource Management  
1 University Drive, Camarillo, CA 93012  
Attention: Dr. Kiki Patsch

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 May 21, 2024 and end performance upon completion, but no later than June 30, 2025 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 venturer, 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.**

- A. CONTRACTOR hereby assigns to BEACON, The Bay Foundation, and the US Government all "Subject Data". As used herein "Subject Data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes copyrights, patents, other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape, or computer memory, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Agreement administration.
- B. BEACON, The Bay Foundation, and the US Government 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 Subject Data 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 Subject Data and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party.
- C. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless BEACON against any claim that any Subject Data 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 Subject Data provision shall survive expiration or termination of this 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.**

- A. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to performance on Federally- or State-funded work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, Title 40, Code of Federal Regulations (CFR) Part 30, and according to the guidelines of the State of California Controller's Office and the State Auditor General's Office and any of their authorized representatives in effect on the date of execution of this Agreement. CONTRACTOR shall also maintain the financial information and data used in the preparation or support of the cost submission required under Title 40 CFR Part 33.502. The U.S. EPA, the State of California, the State Auditor General per Cal. Gov't. Code Section 8546.7, the Comptroller General of the United States, the U.S. Dept. of Labor, The Bay Foundation, BEACON, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. CONTRACTOR will provide proper facilities for such access and inspection. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing audit agencies. CONTRACTOR agrees to disclose all information and reports resulting from access to these records. Records shall be maintained by Contractor during performance on Federally- and State-assisted work under this Agreement and for the time periods specified in Title 40 CFR Part 30. In addition, those records which relate to any controversy arising under a Federal or State assistance agreement, litigation, the settlement of claims arising out of such performance or to costs of items to which an audit exception has been taken, shall be maintained by CONTRACTOR for the time periods specified in Title 40 CFR Part 30, Title 50 CFR Part 85 and for up to three (3) years after the termination of this Agreement. Access to records is not limited to the required retention periods. The authorized representatives designated in this clause shall have access to records at any reasonable time for as long as the records are maintained. This right of access clause applies to financial records pertaining to all agreement change orders made to this Agreement: a) To the extent the records pertain

directly to agreement performance; b) If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or c) If the Agreement is terminated for default or for convenience.

- B. CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.
- C. If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by BEACON associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from BEACON, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to BEACON as specified by BEACON in the notification.

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

16. **NONDISCRIMINATION.** CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended. During the performance of this Agreement, the CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including HIV and AIDS), cancer related medical condition, age, or marital status. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0. et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as it set forth in full. CONTRACTOR shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other 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. **STOP WORK NOTICE.** Immediately upon receipt of a written notice from BEACON to stop work, the CONTRACTOR shall cease all work under this Agreement. In addition, 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 7 days. BEACON shall incur no liability for a stop work notice or suspension under this provision and suspension shall not constitute a breach of this Agreement.

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

**CONTRACTOR:**

California State University Channel  
Islands

**THE BEACH EROSION AUTHORITY FOR  
CLEAN OCEANS AND NOURISHMENT:**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Vianey Lopez  
Chair  
Board of Directors

Date: \_\_\_\_\_

**ATTEST:**

Marc Beyeler  
BEACON Executive Director  
Clerk of the Board

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

## **EXHIBIT A**

### **Scope of Services**

The CONTRACTOR shall assist BEACON Executive and Professional Staff to:

1. Design a program for on-the-ground beach counts and beach user surveys, including materials, training and personnel.
2. Select and design specific analysis methods for selecting target beaches for data collection.
3. Develop appropriate sampling plans for each targeted beach location.
4. Develop and implement a training module for beach count and survey personnel.
5. Recruit volunteers beach count and survey personnel from cooperating universities, including California State University Channel Islands (CSUCI) and Loyola Marymount University-Los Angeles (LMU).
6. Organize and manage the data collection program during the Summer of 2024.
7. Design and complete data review and analysis.
8. Prepare project reports and other written or data reports.

*[This area intentionally left blank.]*

**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$40,000.00**.
- B. 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.
- C. Quarterly, the CONTRACTOR shall submit to the BEACON Designated Representative an invoice for the service performed over the period specified. The BEACON Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. BEACON shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. 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.

*[This area intentionally left blank.]*

**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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. If the CONTRACTOR maintains higher limits than the minimums shown above, the BEACON requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the BEACON.

B. Other Insurance Provisions

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

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

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



**ITEM 5C**

**ATTACHMENT II**

**Amendment No. 1 to the Grant Agreement with the California Ocean  
Protection Council (OPC) for the Coastal Resilience project**

**State of California Natural Resources Agency  
California Ocean Protection Council  
California Ocean Protection Trust Fund of 2006**

## AMENDMENT #1 TO GRANT AGREEMENT NO. C0875011

**GRANTEE NAME:** Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)

**PROJECT TITLE:** BEACON Regional Coastal Resilience Sediment Pilot Program

This amendment is hereby made and agreed upon by the State of California, ("State") acting through the Natural Resources Agency, on behalf of the Ocean Protection Council, and by BEACON with respect to the above-identified project. The State and Grantee, in mutual consideration of the promises made herein and in the agreement, of which this is an amendment, agree to the following:

This amendment changes the Completion Date from **December 31, 2023**, to **December 31, 2024**, an **extension of 12 months**. This amendment also changes the hourly rate for Grantee personnel.

The Agreement total remains \$440,800.00.

In all other respects, the agreement and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

**BEACON**

**STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY**

By Marc Beyeler  
Marc Beyeler

Title Executive Director

Date 5/27/2023

By Jenn Eckerle  
Jenn Eckerle

Title Deputy Secretary for Ocean and Coastal Policy

Date 6/2/2023

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER		FUND				
\$440,800.00	C0875011		6088 - California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Fund of 2018				
ADJ. INCREASING ENCUMBRANCE							
\$							
ADJ. DECREASING ENCUMBRANCE	FUNCTION						
\$	Local Assistance						
UNENCUMBERED BALANCE	Ref Number	Fund	Enactment Year (ENY)	Account Number	Alt Account		
\$0	101	608800002	2018	5432000	543200000		
Program	PCBU	Project	Activity	RPTG Structure	SVC Loc	Agency Use	Budget Period
0320	0540	0540C0875011	31875	05400001	31875	B7603	2021

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

  
SIGNATURE OF ACCOUNTING OFFICER

6/12/2023  
\_\_\_\_\_  
DATE

## GRANT AGREEMENT

### State of California - The California Natural Resources Agency/Ocean Protection Council

**Grantee Name:** Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)

**Project Title:** BEACON Regional Coastal Resilience Sediment Pilot Program

**Agreement Number:** Agreement No. C0875011

**Authority:** Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Public Resources Code section 80000, implementing Public Resources 35500 *et seq.*, and 35650.

**Program:** California Ocean Protection Council

## PROJECT DESCRIPTION

This project will develop an innovative regional coastal resilience sediment management pilot program focused on sea-level rise (SLR) adaptation and coastal resiliency. This pilot regional sediment management program will focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the Santa Barbara Littoral Cell (SBLC). This program is designed to capitalize on opportunities to obtain beach-quality material from the watershed as surplus material from upland sources. This project phase involves capacity building, planning and scientific assessment, project site assessment, and preliminary project design. This project phase will complete necessary data collection to develop sediment deposition protocols using the best available science, and will complete the design of one or more pilot sediment deposition projects at selected beaches and nearshore sites within the SBLC.

### Scope of Work

A Scope of Work, Project Schedule and Project Budget ("Work Program") are described in Exhibit A and attached to this Grant Agreement and incorporated by reference. Grantee will fully perform all work necessary to complete the Project, as identified in the Work Program. A Work Plan describing the project at a more detailed scale may be developed by the Grantee and Project Manager as necessary to ensure proper completion of grant deliverables.

### Project Budget Details

The Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee may propose adjustments to the Project Budget, as described in section C. 4., below, if the total amount of the grant remains the same. If the proposed adjustments are

approved by the State, they will be self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

## **TERMS AND CONDITIONS OF GRANT**

### **Special Provisions**

1. Recipients of Grant Funds shall include acknowledgement of grant funding in all materials produced with grant funds. The California Natural Resources Agency and California Ocean Protection Council ("OPC") shall have the right to republish any material generated by this grant.
2. Recipients of Grant Funds shall ensure that materials produced for online posting and distribution are accessible for people with disabilities, including, but not limited to, blindness and low vision, and deafness and hearing loss, in compliance with Web Content Accessibility Guidelines 2.0 Level AA, or a subsequent version, and section 508 of the Rehabilitation Act.

### **General Provisions**

#### **A. Definitions**

1. The term "Act" means Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to enabling legislation and/or program and any applicable materials supplied to by the application to the OPC or California Natural Resources Agency prior to award.
4. The term "Authorization" means the OPC adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
5. The term "Benchmark" means specific tasks or project deliverables identified in the project Work Plan as approved by the state.
6. The term "Completion Date" means the date by which all activity for the project must be concluded. Work performed after this date cannot be reimbursed.
7. The term "Executive Director" means the Executive Director of OPC, who is also the California Natural Resources Agency's Deputy Secretary for Ocean and Coastal Policy.
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.

12. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
13. The term "Project Budget" means the State approved cost estimate submitted to the Executive Director of OPC ("Executive Director") as part of the Work Program. The Project Budget shall describe all labor and materials costs of completing each component of the Project. The Project Budget may contain either itemized amounts, or ranges permissible for each item or task described in Project Scope and Work Plan. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable. For each project component, the Project Budget shall list all intended funding sources including the State's grant and all other sources of monies, materials or labor.
14. The term "Project Manager" means the representative of the State given authorization by the Executive Director to administer and provide oversight of the Grant.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "Request for Disbursement Form" means the form that will be submitted requesting payment.
17. The term "State" means the California Natural Resources Agency, the OPC or their representatives, or other political subdivision of the State, and includes their officers, agents and employees.
18. The term "Termination Date" means the date by which all invoices and other reporting requirements must be complete.
19. The term "Work Plan" means the description of tasks and related work to be accomplished by the Project.
20. The term "Work Program" means the State approved Work Plan, Project Schedule and Project Budget, as described in Exhibit A.

## **B. Project Execution**

1. Pursuant to the OPC Proposition 68 Grant Guidelines, the Grantee shall comply with all applicable project execution procedures.
2. Subject to the availability of funds, the State hereby grants to the Grantee the sum \$440,800 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Grantee shall complete the Project before the Completion Date as set forth on the signature page, unless an extension has been granted by the State, and under the Terms and Conditions of this Agreement. Grantee shall complete invoicing and reporting requirements by the Termination Date as set forth on the signature page, unless an extension has been granted by the State and under the Terms and Conditions of this Agreement.

In the event of circumstances beyond the control of the Grantee, extensions may be requested in advance and will be considered by the OPC, at its sole discretion.

5. Grantee certifies that the Work Program does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, environmental laws, including, but not limited to, California Environmental Quality Act, health and safety codes, and disabled access laws.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Work Program per Exhibit A and/or the Application. Changes in the Work Program must continue to meet the need cited in Exhibit B or they will not be approved. Any modification or alteration in the Work Program on file with the State must be submitted to the State for approval.
7. Grantee shall provide status reports of the work at the request of the State.

### C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as outlined in OPC General Conditions and Budget Guidelines for Grantees, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Up to Ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project and receipt by the State of a detailed summary of Project costs from the Grantee found to be satisfactory by the State and a copy of the final products generated with Grant Funds.
  - b. If all or any part of the project to be funded under this agreement will be performed by third parties under contract with the Grantee, then the Grantee should, prior to executing an agreement for services, seek the approval of the Executive Director or designee on the selection of the third party. The Grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.
2. Payment Documentation:
  - a. All payment requests must be submitted using a completed Request for Disbursement Form. The Grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The expenses shall be organized by task number from the work plan. The form shall also indicate, per task number from the Work Plan, cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. An authorized representative of the Grantee shall sign the form.
  - b. In connection with submission of each form, the Grantee shall also submit, unless the Executive Director makes a specific exemption, the following:
    - (1) An itemized ledger, in a form approved by an authorized representative, detailing all direct expenditures incurred by the Grantee and any subgrantee.
    - (2) Receipts, travel expense vouchers and claim forms for travel expenses incurred by the Grantee and any subgrantee. The State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may

be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. 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. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

- (3) Receipts or any other source documents for direct expenditures for any purchase of equipment or materials by the Grantee and any subgrantee.
  - (4) A supporting progress report from the Grantee summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program (e.g. budget, timeline, tasks).
- c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
  - d. The Grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, may relieve the State of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
  - e. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Grantee shall submit a payment request no more frequently than monthly but no less frequently than quarterly (assuming activity occurred within that quarter). Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur before the Completion Date as indicated on the signature page of this Agreement.
  4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment.

However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by OPC staff, the new budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.

#### **D. Project Administration**

1. Grantee shall promptly provide Project reports with payment requests and upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final Request for Disbursement and required closing documents.
2. Grantee shall submit all documentation for Project completion, as applicable, and final reimbursement by the Termination Date.
3. Final payment is contingent upon State verification that Project is consistent with Project Work Program as described in Exhibit A, together with any State approved amendments.
4. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must state the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
5. Grantee must report to the State in the Project Budget all sources of other funds for the Project.

#### **E. Project Termination**

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also immediately terminate this Grant for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which effects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Completion Date, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the Termination Date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate



remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

#### **F. Hold Harmless**

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement.
2. Grantee shall reimburse the State for legal costs, including judgments, incurred in defending any claims brought by third-parties arising out of Grantee's work on the Project, including CEQA challenges.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

#### **G. Audit Requirements and Financial Records**

1. OPC projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Grantee shall maintain satisfactory financial accounts, documents and records consistent with the policies outlined in Appendix E of the OPC Proposition 68 Grant Guidelines and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit on site. OPC shall maintain all grant records for 35 years at the State Records Center and in perpetuity if funds are granted for acquisition of real property, in accordance with all applicable protocols as updated and required by the State Treasurer's Office.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable generally accepted accounting principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

#### **H. Subcontractors**

1. The State's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in Exhibit A and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

2. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the OPC's obligation to make payments to Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

#### **I. No Third-Party Beneficiaries**

1. This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

#### **J. Work Products**

1. The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the Grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

#### **K. Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed products shall be available to members of the public generally.

**L. OPC General Conditions and Budget Guidelines and Funding Request Incorporation**

1. With the exception of adjustments as discussed above, the OPC General Conditions and Budget Guidelines for Grantees, and any subsequent changes or additions to the Work Plan approved by the State are hereby incorporated by reference in to this Agreement as though set forth in full in this Agreement.

**M. Severability**

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

**N. Waiver**

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

**O. Assignment**

1. Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

**P. Disputes**

1. If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:
  - a. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to the Executive Director.
  - b. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and the response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and

shall render a written decision to the Grantee. The decision of the Executive Director shall be final.

#### Q. Executive Director's Designee

1. The Executive Director shall designate an OPC Project Manager who shall have authority to act on behalf of the Executive Director with respect to this agreement. The Executive Director shall notify the Grantee of the designation in writing.

#### R. Insurance

1. Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.
2. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
3. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement. Grantee must maintain coverage limits no less than:
  - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. (Including operations, products and completed operations, as applicable) If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Watercraft Liability: If the Grantee, subgrantee or contractor uses watercraft in the performance of the agreement, then:
    - \$1,000,000 combined single limit per accident (watercraft liability). Such insurance must cover liability arising out of a watercraft accident including owned hired, and non-owned watercraft.
    - Worker's compensation policy must provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation

Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees

4. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better. If such insurer is not reasonably available, Grantee may utilize an alternative insurer only requested in advance and approved by the OPC, at its sole discretion.
6. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
7. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the OPC electronically within thirty (30) days of signing this Grant Agreement.
8. Grantee shall notify OPC in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
9. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

C0875011

Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)  
BEACON Regional Coastal Resilience Sediment Pilot Program

## State of California Natural Resources Agency Ocean Protection Council (OPC)

**Grantee Name:** Beach Erosion Authority for Clean Oceans and Nourishment  
(BEACON)

**Project Title:** BEACON Regional Coastal Resilience Sediment Pilot Program

**Agreement Number** C0875011

**Term of Agreement:** Upon Approval through ~~December 31, 2023~~ **December 31, 2024**

### Project Summary:

The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is a Joint Powers Authority (JPA), consisting of Santa Barbara and Ventura counties, and the six coastal cities of Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme. The BEACON landscape encompasses the Santa Barbara Littoral Cell (SBLC) and covers 144 miles of the California Coastline. This project will develop an innovative regional coastal resilience sediment management pilot program focused on sea-level rise (SLR) adaptation and coastal resiliency. This pilot regional sediment management program will focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the SBLC. This program is designed to capitalize on opportunities to obtain beach-quality material from the watershed as surplus material from upland sources (opportunistic material). This project phase involves capacity building, planning and scientific assessment, project site assessment, and preliminary project design. This project phase will complete necessary data collection to develop sediment deposition protocols using the best available science, and will complete the design of one or more pilot sediment deposition projects at selected beaches and nearshore sites within the SBLC.

Currently, the state does not have sufficient information about the impacts of sediment management to sandy beaches in the BEACON coastal region and other regions of California to inform managers and refine permit conditions. To date, biological impact assessment efforts have been limited and do not provide the scientific information that is required to effectively evaluate the impacts of sediment management for the complex and diverse mosaic of marine ecosystems and habitats that are characteristic of the Santa Barbara and Ventura coastline and the California coastline. In the BEACON coastal region, like many other areas of the California coast, critical baseline information and synthesis of existing science contain significant gaps and need to be augmented. Additional analysis, synthesis and framework development is required to better understand all of the important cross-ecosystem and habitat linkages that exist among species, habitats, processes, and the implication of these linkages for predicting and addressing the ecological impacts of sediment management activities. A synthesis leading to a conceptual framework is required to effectively evaluate the impacts of sediment management for the complex and diverse mosaic of marine ecosystems and habitats that are characteristic of the California coastline.

Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)  
BEACON Regional Coastal Resilience Sediment Pilot Program

## Objectives:

The objectives of the project are the following:

- 1) Conduct research on sediments and ecological shoreline conditions within the SBLC;
- 2) Provide technical criteria and protocols for analyzing and designing beach nourishment and enhancement pilot projects focused on natural infrastructure;
- 3) Provide important transferable scientific and technical knowledge that may be used by other coastal sediment resilience projects and programs in California, focused on the beneficial use of coastal sediments for natural infrastructure and; and
- 4) Build capacity for regional SLR adaptation among BEACON member agencies, interested stakeholders, agency personnel and technical and scientific professionals.

The project supports several goals outlined in the OPC's Strategic Plan, and will more specifically demonstrate quantitative progress to implementing Strategic Plan Target 3.1.6, which is to increase opportunities for the beneficial reuse of sediment. The project supports the specific Actions identified in Target 3.1.6:

- Create a permanent Beneficial Reuse Program to overcome obstacles to sediment beneficial reuse, including requirements to pursue the lowest cost disposal alternatives and to develop funding mechanisms for coastal habitat restoration projects (e.g., beaches, wetlands) that incorporate the environmentally beneficial reuse of sand and other sediment.
- Support the federal-state Coastal Sediment Management Workgroup efforts to implement the California Sediment Master Plan and regional approaches to coastal sediment management, including regional sediment coordination committees.
- Work with local, state, and federal agencies to develop guidelines to ensure that beach replenishment be considered and utilized as part of sediment removal efforts for debris basins and dams, as appropriate.
- The project would address multiple regulatory barriers to beach nourishment, develop criteria and performance standards for environmentally beneficial beach nourishment, target beaches where beach nourishment supports complementary goals of installing natural infrastructure and implementing long-term managed retreat, and development advanced multi-year planning approvals for beach nourishment to take advantage of opportunistic real-time sediment availability.

The project also supports Goal 3: Enhance Coastal and Marine Biodiversity, Objective 3.1 Protect and Restore Coastal and Marine Ecosystems, and Target 3.1.3. Finally, the project supports Goal 1: Safeguard Coastal and Marine Ecosystems and Communities in the Face of Climate Change; Objective 1.1 Build Resiliency to Sea-Level Rise, Coastal Storms, Erosion, and Flooding; Targets 1.1.1, 1.1.4; and Objective 1.3 Improve Understanding of Climate Impacts on California's Coast and Ocean, Target 1.3.1.

## Project Tasks and Deliverables:

### Task 1: Project Management

BEACON will manage all aspects of project management, including managing team coordination, scheduling of project tasks, and completion of all project deliverables

### Deliverables:

- Quarterly invoicing and progress reports to OPC;

Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)  
BEACON Regional Coastal Resilience Sediment Pilot Program

- Managing subcontractor contracts and reimbursing BEACON subcontractors; and
- Maintaining project and accounting records.

**Task 2: Development of Engagement Process and Preparation of Technical Materials**

Project engagement will be continuous throughout the project. BEACON and subcontractors ~~California Sea Grant (CASG)~~ will collaborate in producing engagement and technical materials that will be used in various project venues including: project workshops, stakeholder outreach, coordination and consultation with agency personnel (both management and regulatory), and in consultation with (and/or in peer review by) knowledgeable technical and scientific personnel.

**Deliverables:**

- Development of engagement framework, modules, and technical materials; and
- Outreach to agency personnel and interested stakeholders.

**Task 3: Science and Design Workshops**

~~CASG and BEACON, with assistance from the Tijuana River National Estuarine Research Reserve (TRNERR) Coastal Training Program,~~ will be responsible for developing and managing a series of **two to four linked** science and design workshops. The workshops will provide opportunities for the project team to present and discuss science needs and gaps with interested stakeholders and agency representatives. The workshops will present the latest science and the results of the project research. In addition, the workshops will provide an opportunity to review pilot project design.

**Deliverables:**

- Development of workshop agendas and content;
- Recruitment of workshop participants; and
- Organization and management of project workshops.

**Task 4: Sediment Characterization**

BEACON and Santa Barbara County Flood Control Agency will coordinate on the development and implementation of a sediment sampling and analysis program (SAP) for inland sources of sediment from a range of flood control debris basins.

**Deliverables:**

- Development of sampling and analysis program;
- Completion of sediment sampling and analysis; and
- Report on sediment sampling and analysis.

**Task 5: Sediment Transport & Fate Analysis; Modeling**

Subcontractor United States Geological Survey (USGS) will undertake an analysis of the transport and fate of a range of sediment types focused on fine sediments and develop and operate a model for selected sites within the SBLC.

**Deliverables:**

- Development and completion of Sediment Transport and Fate Analysis of Fine Sediments at select locations within the SBLC;
- Development and completion of numerical modeling of sediment pathways for fine sediments; and
- Report on results of numerical modeling.



Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)  
BEACON Regional Coastal Resilience Sediment Pilot Program

**Task 6: Regional Beach SLR Characterization**

Utilizing the results of the SLR Vulnerability Analyses completed by BEACON member agencies for regional beaches within the Santa Barbara Littoral Cell, BEACON and the **BEACON subcontractor California State University Channel Islands (CSUCI)** will complete a review of regional beach sites to assess SLR vulnerability in light of most recent estimates of SLR by 2050.

**Deliverable:**

- Updated review of selected pilot regional beach SLR vulnerability to SLR of 3.5 ft by 2050.

**Task 7: Pilot Beach Typology Analysis**

The BEACON subcontractor, **California State University Channel Islands (CSUCI)** working closely with BEACON, will prepare a review of regional pilot beach sites will be undertaken to develop a specific typology of beach environments (most favorable to sediment deposition) as part of multi-benefit coastal restoration projects.

**Deliverable:**

- Pilot project site(s) suitability analysis for multi-benefit sediment deposition, including analysis of method, volume, rate, timing, and extent of deposition.

**Task 8: Pilot Site Ecological Framework Development**

Project Subcontractor, the University of California, Santa Barbara (UCSB) will develop a biological and ecological Framework Assessment of sandy beaches for use at pilot sites.

**Deliverables:**

- Development of ecological assessment framework and framework criteria;
- Analysis of ecological impacts from sediment management on sandy beach ecosystems; and
- Recommendations for best practices and ecological monitoring for receiver sandy beaches and nearshore marine environments.

**Task 9: Placement Protocols; Criteria**

BEACON will coordinate the development of placement protocols and performance criteria for sediment placement within shoreline beach and nearshore environments.

**Deliverables:**

- Development of placement protocols and performance criteria for sediment placement at pilot sandy beach sites; and
- Placement Protocols and Criteria Report.

**Task 10: Site Designs**

BEACON will coordinate the development of preliminary pilot project design for sediment placement with shoreline beach and nearshore marine environments.

**Deliverables:**

- Development of preliminary pilot project design sediment deposition plans
- Pilot project design report

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**Task 11: Project Report**

BEACON will prepare a final project report detailing the results of research and planning.

**Deliverables:**

- Final project report detailing range of analyses and results.

**Project Timeline:**

Task	2021				2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Project Management																
2. Engagement Program & Materials																
3. Science/Project Design Workshops																
4. Sediment Characterization																
5. Sediment Transport & Fate Analysis																
6. Regional Beach SLR Characterization																
7. Beach Typology Analysis																
8. Beach Ecological Assessment Framework																
9. Placement Protocols; Criteria																
10. Pilot Projects(s) Preliminary Designs																
11. Project Report																

**Budget:**

Budget Line Item	Personnel	Subcontractors	Total
<b>Task 1:</b> Project Management	52,800	0	52,800
<b>Task 2:</b> Engagement & Outreach	10,000	30,000	40,000
<b>Task 3:</b> Science & Design Workshops	12,000	20,000	32,000
<b>Task 4:</b> Sediment Characterization	0	0	0
<b>Task 5:</b> Sediment Transport & Fate Analysis	0	100,000	100,000
<b>Task 6:</b> Regional Beach SLR Characterization	0	50,000	50,000
<b>Task 7:</b> Pilot Beach Typology Analysis	0	25,000	25,000
<b>Task 8:</b> Pilot Site Ecological Framework Development	0	75,000	75,000
<b>Task 9:</b> Placement Protocols & Criteria	25,000	0	25,000
<b>Task 10:</b> Site Designs	25,000	0	25,000
<b>Task 11:</b> Final Project Report	16,000	0	16,000
<b>Total</b>	<b>140,800</b>	<b>300,000</b>	<b>440,800</b>

Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)  
BEACON Regional Coastal Resilience Sediment Pilot Program

Personnel Breakdown:

Title	Hourly Rate (* Up to and including fringe)
<b>Senior Executive-Senior Project Manager</b>	<del>\$125.00</del> <b>\$175.00</b>
<b>Senior Project-Coastal Planner</b>	<del>\$125.00</del> <b>\$175.00</b>
<b>Senior Coastal Manager</b>	<del>\$125.00</del> <b>\$175.00</b>

Agreement Contacts:

**Grantee:** BEACON  
**Contact Name:** Marc Beyeler  
**Contact Number:** 510-316-6095  
**Contact Address:** 105 E. Anapamu Street, Suite 201  
 Santa Barbara, CA, 93101  
**Contact Email:** [Beyeler@Beacon.ca.gov](mailto:Beyeler@Beacon.ca.gov)

**California Natural Resources** Ocean Protection Council  
**Contact Name:** Justine Kimball  
**Contact Number:** 650-644-8303  
**Contact Address:** 715 P Street, 20<sup>th</sup> Floor  
 Sacramento, CA 95814  
**Contact Email:** [Justine.Kimball@resources.ca.gov](mailto:Justine.Kimball@resources.ca.gov)

**ITEM 5C**

**ATTACHMENT III**

**Agreement with Environmental Science Associates (ESA) to Provide  
Continuous Project Performance Physical Monitoring of the Surfers Point  
Nature-Based Living Shoreline and Managed Retreat Project**

## 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 ESA (Environmental Science Associates), having its principal place of business at and 775 Baywood Drive, Suite 100, Petaluma, CA 94954 (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**, in 2021, BEACON received a grant from the Ocean Protection Council (C0875011) for a pilot regional sediment management program to focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the Santa Barbara Littoral Cell.

**WHEREAS**, BEACON requires assistance in completing monitoring of the project in June 2024 to provide comparison data to the Winter 2023 El Nino winter storms, as well as earlier data collection efforts in 2021. The data collected for this Sentinel Monitoring Site will be added to the long-term data collected since 2012 and shared as part of a regional monitoring program.

**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 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Louis White at 415-262-2351 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  
                              105 East Anacapa Street, Suite 201  
                              Santa Barbara, CA 93101  
                              Attention: Marc Beyeler

To CONTRACTOR: ESA (Environmental Science Associates)  
775 Baywood Drive, Suite 100  
Petaluma, CA 94954  
Attention: Louis White

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 May 17, 2024 and end performance upon completion, but no later than December 31, 2024 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 (“Standard of Care”). All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional manner and shall conform to the Standard of Care. CONTRACTOR shall correct or revise any errors or omissions that fall below the Standard of Care 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 materially conflict 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,

upon payment to CONTRACTOR, become the owner of the following items prepared or created by CONTRACTOR specifically pursuant to this Agreement, whether or not completed: all data collected, all documents, 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 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 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 and created by CONTRACTOR 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. Use or modification of Copyrightable Works or Inventions or other work product by BEACON for other projects, purposes, or programs except those that are the subject of this Agreement shall be at BEACON's sole risk and without liability to CONTRACTOR.

Notwithstanding anything to the contrary above, the Copyrightable Works and Inventions specifically exclude CONTRACTOR's and its subcontractor's technical data, technical documents, engineering materials, standard details, drawings, designs, software, software code, specifications, forms, formats, copyrights, trade secrets, know how, and other internal processes used in CONTRACTOR's or its subcontractor's professional practice and existing prior to the date of this Agreement (collectively "Pre-Existing Property") to the extent included within Copyrightable Works and Inventions. CONTRACTOR and its subcontractors shall retain all right, title, and interest in and to the Pre-Existing Property, including copyrights, subject to a limited, non-exclusive, royalty-free license to use such Pre-Existing Property for



completion of this Project and as is necessary to allow for the use by BEACON, the City of Santa Barbara, and the California Coastal Commission of the Copyrightable Works and Inventions in accordance with the terms of this 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.** CONTRACTOR shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement. CONTRACTOR shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

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 7 days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CONTRACTOR**  
ESA (Environmental Science Associates)

**BEACON**  
A Joint Powers Authority

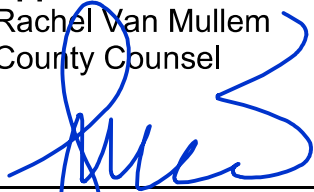
\_\_\_\_\_  
Name:  
Title:  
  
Date: \_\_\_\_\_

Vianey Lopez  
Chair, BEACON Board of Directors  
  
Date: \_\_\_\_\_

**Attest:** 

\_\_\_\_\_  
Marc Beyeler  
BEACON Executive Director

**Approved as to Form:**  
Rachel Van Mullem  
County Counsel

  
\_\_\_\_\_  
Susan McKenzie  
Senior Deputy County Counsel  
Counsel for BEACON

*[This area intentionally left blank.]*

## EXHIBIT A

### Scope of Services

**CONTRACTOR shall perform the following services:**

1. Assist in coordinating field data collection in support of dunes and cobble monitoring at Surfers Point, Ventura in Spring/Summer 2024.
2. Using RTK-GPS equipment, survey aerial ground control targets to be set by CSUCI to serve as a reference that can link data sets to other on-site control points. CONTRACTOR will share the measurements with CSUCI and assumes that CSUCI will survey the ground control target information and provide those measurements to CONTRACTOR.
3. Survey up to seven (7) transects that were established previously during the monitoring of the Phase 1 Surfers Point Managed Retreat Project, including the five (5) shore-normal transects at the Phase 1 Project site and two (20 reference transects at Emma Wood State Park and at the eastern end of the Phase 2 project area. CONTRACTOR will use RTK-GPS survey equipment to measure the transects from the landside limits toward the ocean to safe, wading depths. The survey will include points on the promenade, the seat wall, major grade-breaks across the dunes, cobble, and beach areas.
4. CONTRACTOR will collect photographs at key locations including those identified as repeat photography stations in the Phase 1 monitoring plan.
5. CONTRACTOR will provide BEACON with all work products and field documentation.
6. Shall be present for at least two remote teleconference (and/or on-site) monitoring coordination meetings, including at least one prior to the June monitoring exercise, and a minimum of one coordination meeting following the monitoring exercise.
7. CONTRACTOR will assist BEACON staff in coordinating with the City of Ventura to ensure coordinated monitoring.
8. CONTRACTOR will provide BEACON executive staff with a summary of results in a brief memorandum.

*[This area intentionally left blank.]*

**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$25,000.
- B. 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.
- C. Quarterly, CONTRACTOR shall submit to the BEACON Designated Representative an invoice for the service performed over the period specified. The BEACON Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. BEACON shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. 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.

*[This area intentionally left blank.]*



**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 to the extent caused by CONTRACTOR'S 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 2038; **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.

**ITEM 5C**

**ATTACHMENT IV**

**Agreement with Coastal Restoration Consultants (CRC) to Provide  
Continuous Project Performance Ecological Monitoring of the Surfers Point  
Nature-Based Living Shoreline and Managed Retreat project**

## 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 DAVE HUBBARD/Coastal Restoration Consultants Incorporated (CRC), having its principal place of business at and 772 Monte Vista Avenue, Ventura, CA 93003 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

**WHEREAS**, in 2021, BEACON received a grant from the Ocean Protection Council (C0875011) for a pilot regional sediment management program to focus on utilizing regional upland sediment resources for nature-based solutions such as beach and dune restoration projects in the Santa Barbara Littoral Cell.

**WHEREAS**, CONTRACTOR assisted the City of Ventura in the development and implementation of the Living Shoreline project at Surfers Point focused on dune and beach restoration. In addition, CONTRACTOR has assisted the City and BEACON in conducting monitoring for Surfers Point project for the past decade.

**WHEREAS**, the data collected for this Sentinel Monitoring Site will be added to the long-term data and shared as part of regional monitoring efforts.

**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 at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Dave Hubbard at 805-698-1119 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  
105 E. Anapamu Street, Suite 201  
Santa Barbara, CA 93101  
Attention: Marc Beyeler

To CONTRACTOR: Dave Hubbard  
772 Monte Vista Ave.  
Ventura, CA 93003

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 May 17, 2024 and end performance upon completion, but no later than December 31, 2024 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 venturer, partner, or associate of BEACON. Furthermore, BEACON shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, BEACON shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a BEACON employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save BEACON harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement,

CONTRACTOR may be providing services to others unrelated to the BEACON or to this Agreement.

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

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

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

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

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** BEACON shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or

audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties, except after prior written approval of BEACON.

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

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

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

13. **BEACON PROPERTY AND INFORMATION**. All of BEACON's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain BEACON's property, and CONTRACTOR shall return any such items whenever requested by BEACON and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services.



CONTRACTOR shall not disseminate any BEACON property, documents, or information without BEACON prior written consent.

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

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

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

16. **NONDISCRIMINATION.** CONTRACTOR shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement. CONTRACTOR shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

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 seven days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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

**CONTRACTOR:**

Coastal Restoration Consultants  
Incorporated

**THE BEACH EROSION AUTHORITY FOR  
CLEAN OCEANS AND NOURISHMENT:**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Vianey Lopez  
Chair  
Board of Directors

Date: \_\_\_\_\_

**ATTEST:**

Marc Beyeler  
BEACON Executive Director Clerk of  
the Board



By: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Senior Deputy County Counsel  
Counsel for BEACON

## EXHIBIT A

### Scope of Services

CONTRACTOR shall perform the following Services:

1. Assist BEACON Executive and Program staff to complete a dune monitoring evaluation in June 2024, focused on vegetation mapping and vegetation habitat evaluation.
2. Complete vegetation mapping and all data entry to allow for comparative evaluation of dunes and vegetation extent and condition.
3. Assist BEACON Executive and Program staff as needed in preparing written memorandum(s) and or presentation materials describing the dune monitoring effort and the performance results of the dune and sandy beach habitats and species.
4. Be present for at least two remote teleconference (and/or on-site) monitoring coordination meetings, including at least one prior to the June 2024 monitoring exercise, and a minimum of one coordination meeting following the monitoring exercise.
5. Assist BEACON Executive and Program staff in developing any project monitoring and reporting recommendations.

*[This area intentionally left blank.]*

**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation (with attached Schedule of Fees)**

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, up to but not to exceed **\$10,000.00**.
- B. 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.
- C. 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.
- D. **Quarterly**, 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.
- E. 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.

*[This area intentionally left blank.]*

**Attachment B1**  
**Schedule of Fees**

**Hourly Rate:** CONTRACTOR's Hourly Rate shall not exceed \$175.00 per hour all inclusive.

Payment for Services is up to and shall not exceed the sum of \$10,000.00, which includes all cost reimbursements, labor, and expenses, direct, and indirect charges.

Reimbursement expenses shall be at cost.

Travel costs shall be limited to \$500 unless otherwise approved by BEACON in advance.

*[This area intentionally left blank.]*



**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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the BEACON.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

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

**ITEM 5C**

**ATTACHMENT V**

**Amendment No. 1 to the Agreement with Environmental Science Associates (ESA) to Assist BEACON with Completing the Regional Coastal Adaptation Monitoring Plan (RCAMP)**

**Amendment No. 1**  
**Between**  
**Beach Erosion Authority for Clean Oceans and Nourishment**  
**And**  
**Environmental Science Associates (ESA)**

**THE AGREEMENT** (hereafter, "Agreement") made on December 15, 2022 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and ESA-Environmental Science Associates (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 1") as follows:

**Agreement, EXHIBIT A: Scope of Services, Task 1 adds the following subtasks in entirety:**

Subtasks:

- 1.8 Stakeholder/Managers Workshops
- 1.9 Monitoring Plan Cost Assessment

**Agreement, EXHIBIT A: Scope of Services, adds Task 2 in entirety as:**

**Task 2. Pilot Monitoring**

Prepare a pilot monitoring study plan and cost estimate for the pilot projects included in monitoring plan.

Subtasks:

- 2.1 Prepare Pilot Study Monitoring Plans. Pilot monitoring studies will be identified and confirmed through the stakeholder/managers workshops in Task 1.8.

**Task 2 Deliverable: Pilot Monitoring Study Plan**

**Agreement, EXHIBIT B: PAYMENT ARRANGEMENTS, Section 1 is deleted in its entirety and replaced with:**

- 1. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$237,705.00**.

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

**Counterparts.** This Amendment No. 1 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of May 17, 2024.

**Beach Erosion Authority for Clean Oceans and Nourishment**

**Environmental Science Associates (ESA)**

By: \_\_\_\_\_  
Vianey Lopez, Chair

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

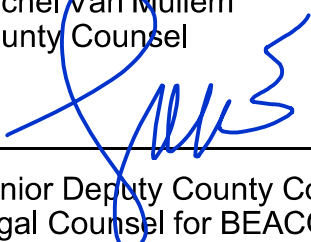
Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: 

By: \_\_\_\_\_  
Marc Beyeler  
Executive Director, BEACON

Approved as to Form:  
Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Senior Deputy County Counsel  
Legal Counsel for BEACON

**ITEM 5C**

**ATTACHMENT VI**

**Amendment No. 2 to the Grant Agreement with the Ocean Protection Council  
(OPC) for the Santa Barbara County Debris Basin Modifications Project**

**State of California Natural Resources Agency  
California Ocean Protection Council  
California Ocean Protection Trust Fund of 2006**

## AMENDMENT #2 TO GRANT AGREEMENT NO. P01-1-06

**GRANTEE NAME:** Beach Erosion Authority for Clean Ocean and Nourishment (BEACON)

**PROJECT TITLE:** Santa Barbara County Debris Basin Improvement and Fish Passage Project

This amendment is hereby made and agreed upon by the State of California, ("State") acting through the Natural Resources Agency, on behalf of the Ocean Protection Council, and by The Ocean Science Trust with respect to the above-identified project. The State and Grantee, in mutual consideration of the promises made herein and in the agreement, of which this is an amendment, agree to the following:

### Terms of Agreement

This amendment changes the "project end date" from March 30, 2023 to December 31, 2024, an extension of 21 months. The time extension was necessitated by the effects of the Thomas fire in December 2017.

The Agreement amount remains **\$539,000.00**

In all other respects, the agreement and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

#### STATE COASTAL CONSERVANCY

#### STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY

By Marc Beyeler  
Marc Beyeler  
Title Executive Director  
Date 5/1/2024

By Jenn Eckerle  
Jenn Eckerle  
Title Deputy Secretary for Ocean and Coastal Policy  
Date 5/7/2024

#### CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$539,000.00		P01-1-06		6038 Water Quality, Supply, and Infrastructure Improvement Local Assistance (Prop 1)			
ADJ. INCREASING ENCUMBRANCE							
\$0		0540-6083-003-2015-101-10					
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$0		Local Assistance					
UNENCUMBERED BALANCE		Ref Number	Fund	Enactment Year (ENY)	Account Number	Alt Account	
\$0		101	6083	2015	5432000	000000000	
Program	PCBU	Project	Activity	RPTG Structure	SVC Loc	Agency Use	Budget Period
0320	0540	05400P01106	23104	05400001	23104	N/A	2018

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

  
SIGNATURE OF ACCOUNTING OFFICER

5/10/2024  
\_\_\_\_\_  
DATE



**Exhibit A**

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY/OCEAN PROTECTION  
COUNCIL  
GRANT AGREEMENT**

**The Water Quality, Supply, and Infrastructure Improvement Act of 2014  
(Proposition 1)**

Grantee Name: Beach Erosion Authority for Clean Ocean and Nourishment  
Project Title: Project Title: Santa Barbara County Debris Basin Removal  
**Improvement** and Fish Passage Project  
Agreement Number: P01-1-06

Budget Summary:

Ocean Protection Council funding: \$539,000  
Other funding: \$5,000 (BEACON), ~~\$532,000~~ \$4,684,530 (Santa Barbara County Flood  
Control District), \$139,744 (CDFW Prop 1)  
Total project cost: ~~\$1,076,000~~ \$5,398,274

Schedule:

Begin date: ~~January 15, 2017~~ August 2019  
End date: ~~March 30, 2020-2023~~ **December 31, 2024**

---

In both San Ysidro and Cold Springs Creeks, the Debris basin dam embankment is the most upstream man-made 100% barrier to steelhead migration. Modification of the dam embankment will allow steelhead access/spawning to upstream habitat that has been blocked for over 50 years.

The upper reaches of these two creeks remain wetted year-round which is very important in these south-coast stream where the lower reaches dry up almost every year. The opportunity for fish to be able to move upstream into these over-summer areas is important for the continued existence of this endangered species.

The modification of the embankment barrier at Cold Springs Debris Basin will allow access to 1.35 miles of steelhead habitat that is rated as Extremely High Quality - the highest quality habitat on the stream. On San Ysidro Creek, modification of the dam embankment will allow access to 1.28 miles of steelhead habitat that is rated as Extremely High Quality, again the highest quality habitat on the stream.

There are no specific plans for a beach nourishment project. The modification of the embankments will simply allow sediment to naturally flow through the system rather than being caught in the basin as it has been for the past 50 years. The first time that sediment from these two basins was taken to a beach for **disposal was following the debris-flow emergency in 2018. Prior to the 2018**

## Exhibit A

emergency, in all other instances of basin clean-outs, the removed sediment was taken out of the natural sediment transport system and to upland disposal locations, thus depriving the system, and beaches, of the natural sediment transport cycle. The modifications will re-establish the important transport and retention of sediment within the creek and marine systems.

The measurable benefit is steelhead access to 2.63 miles of wetted extremely high-quality steelhead habitat that has been inaccessible for 55 years. The other measurable benefit will be retention of sediment in the system. The retention of the sediment in the system will be hard to perceive from a year to year basis so monitoring for that will be very difficult. With the recent devastation of the January 9<sup>th</sup>, 2018 Debris Flow BEACON expects about a 15-20 years of recovery before a stable system is established. This is difficult to measure, but qualitatively BEACON knows that sediment input is good and that the basins have interrupted or stopped sediment input since the basins were constructed. Modifying the basins is a win-win situation since their flood protection/debris capturing ability is retained while at the same time allowing for fish passage and sediment delivery.

~~The project will remove man-made debris basins from Rattlesnake and San Ysidro Creeks located in Santa Barbara. In addition, each creek will be restored to their natural profiles and obstructions to natural sediment flow will be removed. The project will contribute to climate change and sea level rise adaptation, mitigating the negative effects of extreme storm events by better managing creek sediment movement and promoting natural sediment supply to the coast. The project will provide multiple benefits including habitat and natural resource restoration, flood management, regional sediment management, and coastal erosion control.~~

The following is a list of performance measure for these project goals:

### ~~Rattlesnake~~ Cold Springs Creek

- Removal of approximately ~~600-500~~ **948** CY of grouted rock slope protection.
- Excavation of approximately ~~1,002~~ **500 4,690** CY of native material and placement of approximately ~~800~~ CY of sub-streambed material.
- Placement of approximately ~~600~~ **625** CY of streambed material and forcing features for fish passage for along the restored channel.
- Placement of approximately ~~50~~ **594** CY of structure backfill and pervious material behind retaining walls.
- Placement of ~~260~~ **317** CY structural concrete and bar reinforcing steel for outlet control structure.
- Placement of ~~150~~ **40** CY of rock slope protection for engineered fish passage section through outlet control structure.
- Placement of approximately ~~15~~ **717** CY of concreted rock slope protection for exposed dam slopes
- Placement of ~~325~~ **206** CY of access road material.
- Planting of approximately ~~700 1,600~~ **150** trees/shrubs

## Exhibit A

- Removal of approximately 70 linear feet of pipe currently located under the riverbed dam

### San Ysidro Creek

- Removal of approximately ~~400-500~~ **416** CY of grouted rock slope protection
- Excavation of approximately ~~1,700-2,500~~ **3,190** CY of native material and placement of approximately ~~1,200~~ CY of sub-streambed material.
- Placement of approximately ~~500~~ **514** CY of natural streambed material and forcing features for fish passage along for the restored channel
- Placement of approximately ~~60~~ **120** CY of structure backfill and pervious material behind retaining walls.
- Placement of ~~225~~ **83** CY of structural concrete with bar reinforcing steel for outlet control structure.
- Placement of ~~260~~ **0** CY of rock slope protection for engineered fish passage section through outlet control structure.
- Placement of approximately ~~85~~ **540** CY of concreted rock slope protection for exposed dam slopes
- Placement of ~~250~~ **0** CY of access road material.
- Planting of approximately ~~700~~ **1,600** trees/shrubs.
- Removal of approximately ~~60~~ **65** linear feet of pipe currently located under the riverbed dam.

## Task 1. PROJECT MANAGEMENT

### 1.1 Grant Administration

The Grant will be managed by the BEACON Program Manager. All issues related to administration, project progress, schedule and expenditures/budget will be managed by BEACON Program Manager who will host a bi-weekly project status meeting conference call with the Santa Barbara County Flood Control in order discuss project progress, issues and identify action items. OPC will be invited to participate in the conference calls. BEACON Program Manager will prepare meeting notes and action items and will also maintain the project Schedule (attached).

### 1.2 Design and Planning Management

The Santa Barbara County Flood Control District will manage the preparation of the Environmental Document Addendum, the design, and securing all permits for the Project. The key personnel from Flood Control will be the Environmental Manager and Engineering Manager. Both these personnel will attend the bi-weekly project status conference call meetings hosted by BEACON (see above). Design work including development of plans, specifications, geotechnical investigation, topographic survey, structural analysis, and hydrologic analyses will be performed by engineering firms under contract with the Flood Control District. CEQA is covered through a Santa

## Exhibit A

Barbara County Flood Control District prepared Debris Basin Maintenance and Removal Plan as an Addendum to the existing Updated Routine Maintenance Program Programmatic EIR. ~~Preparation of a project specific CEQA document will likely be performed by an environmental consultant under contract with the Flood Control District.~~

### 1.3 Construction

The construction will go through a public bid process administered by the SB County Flood control District. The successful contractor will be under contract to the Flood Control District. Construction will be overseen by the Flood Control Engineering Manager. During construction, BEACON Program Manager will attend the weekly construction meetings with the Contractor, Flood Control Staff, and a Construction Management consultant. The CM consultant will be selected by the Flood Control District and be under contract to the District. The Resident Engineer will be from the CM consultant firm and will manage the day to day construction activities.

### 1.4 Restoration

Following construction, restoration planting will go through a public bid process administered by the SB County Flood control District ~~be installed by the Flood Control District~~ and managed by the Environmental Manager.

### 1.5 Monitoring

Environment monitoring will occur during construction and be performed and managed by the SB County Flood Control District Environmental Manager who will participate in the weekly construction meetings to provide updates. Following construction, the SB County Flood Control District Environmental Manager will manage the post project monitoring effort which will focus on restoration.

### 1.6 Best Practices Manual

Preparation of the Best Practices (BPM) Manual will be performed by BEACON Staff in coordination with the Flood Control District. This overall effort will be managed by BEACON Program Manager.

#### Task 1 - Project Management

Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$10,000	\$5,000	\$4,000 63,019	\$19,000 78,019
Schedule:			
<b>From:</b>	01/15/2017 08/15/2019	<b>To:</b>	03/30/20 06/30/2023 12/31/2024
Deliverables:			
1	Bi-Weekly Project Development Team (PDT) Meeting Notes/Action Items		
2	Updated Project Schedule		
3	Quarterly Progress Reports		

**Exhibit A**

4	Project Completion Report
<b>Involved Personnel:</b>	
1	BEACON Program Manager
2	SB County Flood Control Engineering Manager
3	SB County Flood Control Civil Engineer
4	SB County Flood Control Environmental Manager

**Task 2. CEQA + PERMITTING****2.1 Secure BO from NMFS and US Army Corps of Engineers Permit (complete)**

In 2014 the SB Co Flood Control District received a Biological Opinion (BO) from the National Marine Fisheries (NMFS) for an updated Routine Creek and Debris Basin Maintenance Program. The District finalized the B.O. in 2015 and the ACOE issued the associated Standard Individual Permit (SIP) in May 2016. The Debris Basin Maintenance Program included the potential removal of Rattlesnake Cold Springs and San Ysidro creeks Debris Basins.

**2.2 Debris Basin Maintenance and Removal Plan (Addendum to Programmatic EIR)**

Flood Control will prepare a Debris Basin Maintenance and Removal Plan which will represent an Addendum to the existing Updated Routine Maintenance Program Programmatic EIR (PEIR). A draft document will be distributed for review by interested agencies and public. ~~Flood Control will oversee development of a project-specific mitigated-negative declaration CEQA document (MND) likely by an environmental firm under contract with the Flood Control District.~~

**2.3 Secure CDFW and RWQCB Permits**

SB Co Flood Control will prepare Permit Applications for the CDFW and RWQCB. Comments will be addressed, and permits will be secured by June 2017. The SB County Flood Control District Environmental Manager will lead this effort.

**Task 2 – CEQA and Permitting**

<b>Budget:</b>			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$0	\$0	\$16,000 185,388	\$16,000 185,388
<b>Schedule:</b>			
<b>From:</b>	01/15/2017 08/15/2019	<b>To:</b>	06/28/2017 10/31/2020 12/31/2022
<b>Deliverables:</b>			
1	Approved Addendum to PEIR		
2	US Army Corps of Engineers Permit		

**Exhibit A**

3	California Department of Fish and Wildlife Permit
4	Regional Water Quality Control Board Permit
<b>Involved Personnel:</b>	
1	BEACON Program Manager
2	SB County Flood Control Environmental Manager
3	SB County Flood Control Biologist / Planner
4	Environmental Consultant

**Task 3. Design****3.1 30-35% Design (complete)**

SB CO flood Control will ~~prepare~~ oversee preparation of a 30-35% Design of the Rattlesnake Cold Springs and San Ysidro Debris Basin ~~Removal~~ Improvement Project and will be used in preparation of the Debris Basin Plan (see Task 2.2 above). The design effort will be led by the Flood Control Engineering Manager and Civil Engineer. The design will incorporate findings of the geotechnical investigation, topographic survey, structural analysis, and hydrologic analyses including with fish passage hydraulics.

**3.2 50-65% Design**

SB CO Flood Control will ~~prepare~~ oversee preparation of 50-65% Design of the Rattlesnake Cold Springs and San Ysidro Debris Basin ~~Removal~~ Improvement Project. The 50-65% Design will be reviewed by NMFS and comments addressed. The design effort will be led by the Flood Control Engineering Manager and Civil Engineer.

**3.3 90-95% Design Plans, Specifications and Estimate**

SB CO Flood Control will ~~prepare~~ oversee preparation of 90-95% level Design Plans, Specifications and Estimate for the Rattlesnake Cold Springs and San Ysidro Debris Basin ~~Removal~~ Improvement Project. The 90-95% Design will be reviewed by NMFS and comments addressed. Upon completion of the Estimate, the project budget will be modified according. The OPC Prop 1 Grant funding contribution will be kept fixed. The design effort will be led by the Flood Control Engineering Manager and Civil Engineer.

**3.4 Bid Package**

SB CO Flood Control will assemble the Bid Package consisting of Plan, Specifications, Engineers Estimate and Construction Contract Proposal Package. The package will be reviewed through SB CO Public Works protocol including legal review. The design effort will be led by the Flood Control Engineering Manager and Civil Engineer.

**Task 3 –Design**

<b>Budget:</b>				
<b>Grant Funded</b>	<b>BEACON</b>	<b>CDFW – Prop 1</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$4,000	\$0	\$139,744	\$31,000 522,290	<del>\$35,000</del> 696,034

**Exhibit A**

<b>Schedule:</b>			
<b>From:</b>	01/15/2017 08/15/2019	<b>To:</b>	03/23/2018 04/01/2021 12/31/2023
<b>Deliverables:</b>			
1	30-35% Design		
2	50-65% Design		
3	90-95% Design Plans Specifications and Estimate		
4	Bid Package		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	Survey (Consultant)		
6	Design Engineer (Consultant)		

**Task 4. Construction****4.1 Advertisement/Bidding**

SB CO Flood Control will advertise the ~~Rattlesnake~~ Cold Springs and San Ysidro Debris Basin Removal Improvement Project. The Flood Control District will host a pre-bid conference including a field review and will release any Addendums necessary to address questions during bidding. The Flood Control District will manage the bid opening and review the bids for compliance with the provisions of the Contract Proposal. The effort will be managed by Flood Control Engineering Manager.

**4.2 Contract Award**

Upon approval of the "low bidder" the Flood Control legal will review the Contract Proposal and all required submittals and recommend approval by the County Board of Supervisors.

Upon approval of the Construction Contract by the Board of Supervisors, a Notice to Proceed will be submitted to the Contractor to start work.

**4.3 Construction**

The Construction Contract for the ~~Rattlesnake~~ Cold Springs and San Ysidro Debris Basin Removal Improvement Project will be administered by the Flood Control District. The Flood Control District will secure the services of a Construction Management Consultant to provide in field construction management services (see Task 5 below).

**Task 4 – Construction**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$414,000	\$0	\$436,000 3,238,615	\$850,000 3,652,615

**Exhibit A**

<b>Schedule:</b>			
<b>Cold Springs - From:</b>	04/02/2018	<b>To:</b>	12/12/2018
	06/01/2021		09/30/2021
	<b>05/01/2024</b>		<b>11/30/2024</b>
<b>San Ysidro - From:</b>	08/09/2018	<b>To:</b>	12/12/2018
	06/01/2022		09/30/2022
	<b>05/01/2024</b>		<b>11/30/2024</b>
<b>Deliverables:</b>			
1	Construction		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	SB County Flood Control Biologist/Planner		
6	Construction Contractor (TBD)		

**Task 5. Construction Management****5.1 Secure Construction Management Consultant**

SB CO Flood Control will secure a Construction Management Consultant to provide field management services for the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project. Services will include Resident Engineer, Inspection and potential staking (if not performed in-house by the Flood Control District).

**5.2 Construction Management**

The successful CM Consultant will serve as the direct interface with the Contractor and will provide all required documentation and paperwork including Requests for Information (RFI's) and Construction Change Orders (CCO's) and Claims. The Consultant Resident Engineer will host a weekly Construction Meeting with Contractor, Flood Control Staff and BEACON Staff.

**5.3 Construction Staking and Surveying**

The Flood Control District or the construction contractor will provide construction staking and surveying during construction in coordination with the CM Consultant. The Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project.

**5.4 As Builts**

The CM Consultant will provide modification to the Final Design Plans in order to reflect accurate As-Built Plans.

<b>Task 5 – Construction Management</b>			
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<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>



**Exhibit A**

\$25,000	\$0	\$35,000 361,540	\$90,000 386,540
<b>Schedule:</b>			
<b>Cold Springs - From:</b>	06/04/2018 06/01/2021 <b>12/01/2023</b>	<b>To:</b>	01/09/2019 12/01/2021 <b>12/31/2024</b>
<b>San Ysidro - From:</b>	06/04/2018 06/01/2022 <b>12/01/2023</b>	<b>To:</b>	01/09/2019 12/01/2022 <b>12/31/2024</b>
<b>Deliverables:</b>			
1	Construction Close Out Report		
2	As-Built Plans		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	CM Consultant (TBD)		

**Task 6. Monitoring****6.1 Environmental Monitoring**

SB CO Flood Control will perform environmental monitoring during construction of the Rattlesnake Cold Springs and San Ysidro Debris Basin ~~Removal~~ Improvement Project. During construction, weekly visits to the construction sites will occur as appropriate. This effort will be managed by Flood Control Environmental Manager.

**6.2 Post Project Monitoring**

The 5-year post project monitoring will consist of:

- Monitoring plant restoration
- Channel restoration performance
- Photo-monitoring
- Sediment flow estimates
- Length, Width Depth monitoring

The effort will be led by Flood Control's Environmental Manager and Engineering Manager. BEACON Staff will also participate for purposes of preparing the Best Practices Manual.

**Task 6 – Monitoring**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$30,000	\$0	\$15,000 34,388	\$45,000 64,388

**Exhibit A**

<b>Schedule:</b>			
<b>From:</b>	08/09/2018 06/01/2021 11/01/2024	<b>To:</b>	03/30/2020 06/30/2026 12/31/24
<b>Deliverables:</b>			
1	Annual Monitoring Reports		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	BEACON Technical Advisor		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	SB County Flood Control Resources Biologist		
6	SB County Flood Control Environmental Planner		

**Task 7. Restoration****7.1 Install New Plants**

**7.2** SB CO Flood Control will procure the services of a revegetation contractor to install new planting as restoration for the plants removed as a consequence of the construction of the ~~Rattlesnake~~ Cold Springs and San Ysidro Debris Basin Removal Improvement Project. This work will commence upon completion of debris dam construction work. This effort will be managed by Flood Control Environmental Manager.

**7.3 Plant Establishment Maintenance**

A two-year plant establishment **maintenance** period will be implemented. During this time, the Flood Control District's revegetation contractor will replace restoration planting that has not survived. This effort will be managed by Flood Control Environmental Manager. It is anticipated that the Plant Establishment **Maintenance** Period will span 2 years.

<b>Task 7 – Restoration</b>			
<b>Budget:</b>			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$25,000	\$0	\$0,000 269,200	\$25,000 294,200
<b>Schedule:</b>			
<b>From:</b>	01/07/2019 09/30/2021 10/01/24	<b>To:</b>	03/30/2020 03/30/2023 12/31/24
<b>Deliverables:</b>			
1	Restoration Plan		
2	Plant Establishment Report		

**Exhibit A**

<b>Involved Personnel:</b>	
1	SB County Flood Control Environmental Manager

**Task 8. Best Practices Manual****8.1 Identify Key Elements and Prepare Memorandum**

Following completion of the 9095% Final Design package, BEACON Staff will review the design of the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project and formulate the key elements that should be included in the Best Practices Manual for debris basin removal projects. From this effort a Memorandum will be prepared explaining the intended objective and goals of the BMP. This will be reviewed with the Flood Control Staff.

**8.2 Prepare BPM Outline**

The BEACON Team will prepare an outline for the BMP which will be reviewed with Flood Control Staff. Consensus will be reached on the BMP outline.

**8.3 Review Project Construction**

The BEACON Team will observe the Construction of the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project and take photos.

**8.4 Review Available Post Project Monitoring Data**

Review available post project monitoring data in terms of sediment transport performance.

**8.5 Prepare BPM**

The BEACON Team will draft BMP for review. Upon receipt of comments, BEACON will finalize BMP.

**Task 8 – Best Practices Manual**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$30,000	\$0	\$0,000	\$30,000
<b>Schedule:</b>			
<b>From:</b>	01/29/2018 09/01/2020 01/01/24	<b>To:</b>	10/30/2019 10/30/2022 12/31/24
<b>Deliverables:</b>			
1	Best Practices Manual		
<b>Involved Personnel:</b>			
1	SB County Flood Control Environmental Manager		
2	BEACON Program Manager		
3	BEACON Technical Advisor		
4	BEACON Strategy Advisor		
5	SB County Flood Control Engineering Manager		

**Task 9. Prop 1 Acknowledgement Sign**

**Exhibit A**

**9.1 Install Prop 1 Acknowledgement Signs**

The construction contract will include as a bid item the preparation and installation of Prop 1 Acknowledgement Signs. The installation of the signs will be placed prior to start of construction and will be placed in locations that are visible to the public and not impacted by construction activities. The signs will remain until completion of construction, vegetation restoration and plant establishment maintenance period monitoring (**October 31, 2012 to 2022 2024**).

**Task 9 – Prop 1 Acknowledgement Signs**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$1,000	\$0	\$0,000	\$1,000
<b>Schedule:</b>			
<b>Cold Springs - From:</b>	01/29/2018 05/01/2021 <b>05-01-24</b>	<b>To:</b>	03/30/2020 03/30/2021 <b>12/31/24</b>
<b>San Ysidro - From:</b>	01/29/2018 05/01/2021 <b>05-01-24</b>	<b>To:</b>	03/30/2020 03/30/2022 <b>12/31/24</b>
<b>Deliverables:</b>			
1	Prop 1 Acknowledgement Signs		
<b>Involved Personnel:</b>			
1	SB County Flood Control Environmental Manager		
2	BEACON Program Manager		
3	SB County Flood Control Engineering Manager		

**BUDGET SUMMARY**  
**BEACON – Santa Barbara County Debris Basin Removal Improvement Project**

Tasks Number and Title	OPC - PROP 1 Grant Funding	BEACON	CDFW- PROP 1	SBCFCWCD	TOTAL FUNDING
Task 1: Project Management	\$10,000	\$5,000	\$0	\$4,000 63,109	\$19,000 78,109
Task 2: CEQA + Permitting	\$0	\$0	\$0	\$16,000 185,388	\$16,000 185,388
Task 3: Planning/Design	\$4,000	\$0	\$139,744	\$31,000 522,290	\$35,000 696,034
Task 4: Construction	\$414,000	\$0	\$0	\$436,000 3,238,615	\$850,000 3,652,615

**Exhibit A**

Task 5: Construction Management	\$25,000	\$0	\$0	\$20,000 361,540	\$45,000 386,540
Task 6: Monitoring	\$30,000	\$0	\$0	\$15,000 34,388	\$45,000 64,388
Task 7: Restoration	\$25,000	\$0	\$0	\$0,00 269,200	\$25,000 294,200
Task 8: Best Practices Manual	\$30,000	\$0	\$0	\$0	\$30,000
Task 9: Prop 1 acknowledgment sign	\$1,000	\$0	\$0	\$0	\$1,000
Contingency	\$0	\$0	\$0	\$10,000	\$10,000
Total	\$539,000	\$5,000	\$0	\$532,000 4,684,530	\$1,076,000 5,398,274

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<b>Billing Rates</b>		
<b>BEACON – Santa Barbara County Debris Basin Removal Improvement Project</b>		

Agency	Title	Billing Rate
BEACON	Program Manager	\$140/HR
	Technical Advisor	\$140/HR
	Strategy Advisor	\$100/HR
SB County Flood Control District	Engineering Manager	\$156/HR
	Environmental Manager	\$139/HR
	Civil Engineer	\$132/HR
	Environmental Planner	\$122/HR
	Resources Biologist	\$122/HR

**ITEM 5C**

**ATTACHMENT VII**

**Cooperative Agreement with the Santa Barbara County Flood Control  
District for Delivery of the Santa Barbara County Debris Basin Modifications  
Project**

**BEACON/County of Santa Barbara Cooperative Agreement**  
Cold Springs and San Ysidro Debris Basins Modification Project 2024

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**AGREEMENT**

THIS COOPERATIVE AGREEMENT (“Agreement”), ENTERED INTO ON \_\_\_\_\_,  
is between:

The Beach Erosion Authority for Clean Oceans and Nourishment, a Public Agency in the State of California, referred to hereinafter as “BEACON”

and

Santa Barbara County Flood Control and Water Conservation District, a dependent special district of the County of Santa Barbara, referred to hereinafter as “DISTRICT”.

RECITALS

1. BEACON is a Public Agency established under the California Joint Exercise of Powers Act representing the coastal interests of the counties of Santa Barbara and Ventura and the coastal cities of Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
2. One of BEACON’s missions is to enhance the supply of sediment onto beaches within BEACON’s jurisdiction. Consequently, BEACON is seeking grant funding for projects that support the delivery of sediment onto beaches within BEACON’s jurisdiction.
3. DISTRICT is a dependent special district of the County of Santa Barbara, established under the Santa Barbara County Flood Control and Water Conservation District Act (1955 ch. 1057).
4. The objects and purposes of the DISTRICT include providing for the control, conservation, diversion, storage, and distribution of the storm, flood, and other waters of the district.
5. The largest source of sediment supply to the coast is from creeks. However, this natural supply of sediment is often obstructed by debris basins constructed in the creeks.
6. Debris basins located in Cold Springs Creek and in San Ysidro Creek, hereinafter referred to as “DEBRIS BASINS”, were constructed by DISTRICT and are owned and maintained by DISTRICT.
7. DISTRICT has determined that the original intent of the DEBRIS BASINS can be optimized to accommodate fish-passage, retain large scale debris and allow sediment transport through the basins.
8. BEACON and DISTRICT mutually agree that modifications to the DEBRIS BASINS will have an overall benefit to the environment and specifically to fish-passage along the Cold Springs and San Ysidro Creeks and to beach nourishment along the Santa Barbara coast.
9. In March 2017, BEACON secured grant funding in the amount of \$539,000 from and entered into a grant agreement with the State of California – California Resources Agency/Ocean Protection Council (OPC), hereinafter referred to as “GRANT P01-1-06” for natural restoration infrastructure projects related to the concrete debris dams on Rattlesnake and San Ysidro Creeks – see Attachment 1.

## **BEACON/County of Santa Barbara Cooperative Agreement**

### **Cold Springs and San Ysidro Debris Basins Modification Project 2024**

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10. In May 2017, BEACON and DISTRCT entered into an Agreement, dated May 2, 2017, titled “BEACON/County of Santa Barbara Cooperative Agreement, Rattlesnake and San Ysidro Debris Basins Removal Project” to define the roles and responsibilities of DISTRCT and BEACON in delivering the project and meeting the OPC Grant conditions.
11. On or about March 20, 2020, BEACON and OPC executed an Amendment #1 to the GRANT P01-1-06 (referred to hereafter as “GRANT P01-1-06 Amendment #1”) to change the project end date from March 30, 2020, to March 30, 2023, and to change the scope of work as described in Attachment 3 to modify the DEBRIS BASINS, hereinafter referred to as “PROJECT.”
12. In March 2021, BEACON and DISTRCT entered into an Agreement, dated March 9, 2021, titled “BEACON/County of Santa Barbara Cooperative Agreement, Cold Springs and San Ysidro Debris Basins Modification Project January 2021” to define the roles and responsibilities of DISTRCT and BEACON in delivering the PROJECT and meeting the OPC Grant conditions of GRANT P01-1-06 Amendment #1.
13. On or about May 17, 2024, BEACON and OPC executed an Amendment #2 to the GRANT P01-1-06 (referred to hereafter as “GRANT P01-1-06 Amendment #2”) to extend the PROJECT end date from March 30, 2023, to December 31, 2024,

#### SECTION I

BEACON and DISTRCT agree that this Agreement shall replace the Agreement dated March 9, 2021 titled “BEACON/County of Santa Barbara Cooperative Agreement, Cold Springs and San Ysidro Debris Basins Modification Project January 2021” (Attachment 2). GRANT P01-1-06 is attached hereto and incorporated herein by this reference as Attachment 1. GRANT P01-1-06 Amendment #2 is attached hereto and incorporated herein by this reference as Attachment 3. Grant Budget and Reimbursement Ratios is attached hereto and incorporated herein by this reference as Attachment 4.

#### BEACON AGREES:

1. To perform BEACON-responsible activities for PROJECT as defined in Attachment 3, Exhibit A.
2. To administer OPC Grant and monitor compliance with grant provisions.
3. To review invoices received from DISTRCT for work on PROJECT by DISTRCT.
4. Using DISTRCT invoices and BEACON staff invoices, to prepare and submit claims against GRANT P01-1-06 Amendment #2 for reimbursements of work on PROJECT performed by BEACON and DISTRCT.
5. Upon receipt of GRANT P01-1-06 Amendment #2 claim reimbursement funds, to reimburse DISTRCT for invoiced work within 30 days of receiving reimbursement from OPC, less 10% Project Retention held by OPC.
6. Upon completion of PROJECT, to submit final GRANT P01-1-06 Amendment #2 claim which will include the 10% Project Retention by OPC.



## **BEACON/County of Santa Barbara Cooperative Agreement**

### **Cold Springs and San Ysidro Debris Basins Modification Project 2024**

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7. Upon receipt of final GRANT P01-1-06 Amendment #2 claim reimbursement payment, to reimburse DISTRICT within 30 days amount owed to DISTRICT plus any withheld 10% Project Retention.
8. To attend PROJECT Team meetings with DISTRICT and to document PROJECT progress and maintain PROJECT schedule.
9. To prepare close out report for GRANT at completion of PROJECT.

#### SECTION II

##### DISTRICT AGREES:

1. To prepare and finalize all necessary environmental review under CEQA and secure all permits necessary for the construction of the PROJECT.
2. To prepare design for PROJECT.
3. To construct PROJECT and provide Construction Management services during construction.
4. To provide monitoring during construction and post-construction for PROJECT.
5. To provide post construction restoration plantings for PROJECT.
6. To perform DISTRICT-responsible activities for PROJECT as defined in Attachment 3, Exhibit A in compliance with GRANT P01-1-06 Amendment #2 (Attachment #3).
7. To submit monthly invoices to BEACON for work performed on PROJECT in a format acceptable to BEACON. The invoices shall comply with GRANT reimbursement ratios as reflected in Attachment 3 to Agreement, Grant Reimbursement Ratios. The cumulative invoice amounts shall not exceed the PROJECT Task budgets for DISTRICT as defined in Attachment 3, Exhibit A and Attachment 4.
8. To invite BEACON to PROJECT Team meetings.
9. To 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 PROJECT work hereunder and the results of that work by the DISTRICT, its agents, representatives, employees or subcontractors. The minimum scope of insurance shall be at least as broad as: (i). Commercial General Liability (CGL): Insurance coverage made on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Automobile Liability: covering any auto, including non-owned and hired autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage; (iii) Workers' Compensation: as required by the California law, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease; (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the PROJECT work, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate; (v) Cyber Liability

# BEACON/County of Santa Barbara Cooperative Agreement

## Cold Springs and San Ysidro Debris Basins Modification Project 2024

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Insurance: for theft, loss, or unauthorized disclosure of personally identifiable non-public information or third party corporate information that is in the care, custody or control of the insured organization, or an independent contractor that is holding, processing or transferring such information on behalf of the insured organization, provided such theft, loss or unauthorized disclosure covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, with limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement by imposing any standard of care with respect to the design of debris basin projects different from the standard of care imposed by law.
2. DISTRICT agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and to 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. DISTRICT'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.
3. **Entire Agreement and Amendment.** No alteration, variation, or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
4. **Termination.** This Agreement shall terminate on December 31, 2024 when the PROJECT is completed and monitoring requirements fulfilled unless extended pursuant to Section III, paragraph 3 of this Agreement.
5. **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.
6. **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.
7. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of the Agreement shall survive such termination or expiration.

**BEACON/County of Santa Barbara Cooperative Agreement**

**Cold Springs and San Ysidro Debris Basins Modification Project 2024**

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- 8. 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 Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

BEACON  
City of Ventura  
501 Poli, Room 120  
Ventura, CA 93001

Santa Barbara County Flood Control  
District  
123 East Anapamu Street  
Santa Barbara, CA 93101

By: \_\_\_\_\_

Chair  
BEACON Board

Date: \_\_\_\_\_

Attest:



By: \_\_\_\_\_

Approved as to Form  
BEACON Legal Counsel

By: \_\_\_\_\_



By: \_\_\_\_\_

Chair  
Board of Director

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Approved as to Form  
Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Approved as to Accounting Form  
Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_

Approved as to Form  
Risk Management

By: \_\_\_\_\_

Attachment 1. GRANT P01-1-06

Attachment 2. BEACON and DISTRICT Original Cooperative Agreement dated March 9, 2021.

Attachment 3. GRANT P01-1-06 Amendment #2

Attachment 4. Budget and Reimbursement Ratios

**BEACON/County of Santa Barbara Cooperative Agreement**

Cold Springs and San Ysidro Debris Basins Modification Project 2024

**ATTACHMENT 1.**

**Original OPC GRANT P01-1-06.**

**State of California  
The Natural Resources Agency – GRANT AGREEMENT**

**GRANTEE NAME:** Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)  
**PROJECT TITLE:** Santa Barbara County Debris Basin Removal and Fish Passage Project  
**AUTHORITY:** The Water Quality, Supply, and Infrastructure Improvement Fund Bond Act of 2014 – Proposition 1  
**PROGRAM:** Ocean Protection Council  
**AGREEMENT NUMBER:** P01-1-06  
  
**PROJECT END DATE:** March 30, 2020

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Water Quality, Supply, and Infrastructure Improvement Fund Bond Act of 2014, agrees to fund the project up to the total state grant amount indicated.



**PROJECT DESCRIPTION:** See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed \$ 539,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

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

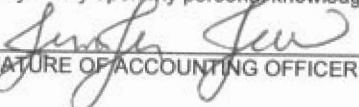
**STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY**

By <u></u> Brian Brennan	By <u></u> Deborah Halberstadt
Title Executive Director	Title Deputy Secretary for Ocean and Coastal Policy
Date <u>3/17/17</u>	Date <u>4/20/2017</u>

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER	FUND		
\$539,000.00	P01-1-06	6083 Water Quality, Supply, and Infrastructure Improvement Local Assistance (Prop 1)		
ADJ. INCREASING ENCUMBRANCE	APPROPRIATION			
\$	0540-6083-003-2015-101-10			
ADJ. DECREASING ENCUMBRANCE	FUNCTION			
\$	Local Assistance			
UNENCUMBERED BALANCE	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$539,000.00	0540-6083-003-2015-101-10	10	2015	2015/16
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PROJECT NUMBER
		0540	751	P01106

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER <u></u>	DATE <u>5/16/17</u>
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## GRANT AGREEMENT

### State of California - The Natural Resources Agency/Ocean Protection Council

**Grantee Name:** Beach Erosion Authority for Clean Oceans and Nourishment (BEACON)

**Project Title:** Santa Barbara County Debris Basin Removal and Fish Passage Project

**Agreement Number:** P01-1-06

**Authority:** Proposition 1, The Water Quality, Supply, and Infrastructure Improvement Act of 2014, California Water Code, Division 26.7, implementing Public Resources Code sections 35500 *et seq.* and 35650.

**Program:** California Ocean Protection Council

### PROJECT DESCRIPTION

This Project is a natural infrastructure restoration effort that will remove two fifty-year old concrete debris dams from Rattlesnake and San Ysidro Creeks located in the foothills behind the City of Santa Barbara. These creeks form part of the watershed for the Santa Ynez Mountains and in the past served as important sources of coastal beach sand and pathways for migrating steelhead fish. Removing the two dams will restore these natural functions, contributing positively to coastal watershed and habitat restoration, sustainable fisheries, regional sediment management and climate change adaptation.

A detailed Project Scope and activities, Project Schedule and Project Budget are described and attached hereto as Exhibit A.

### TERMS AND CONDITIONS OF GRANT

#### Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the Funds pursuant to the Grant Guidelines, Application and requirements described in Exhibit C. Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. The California Natural Resources Agency and California Ocean Protection Council (OPC or State) shall have the right to republish any material generated by this grant.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat Restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
4. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to

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assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

### General Provisions

#### A. Definitions

1. The term "Act" means Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014.
2. The term "Aquisition " means obtaining a fee interest or any other interest, including Easement, leases, and Development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by Applicant to the Ocean Protection Council or Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the Ocean Protection Council's Proposition 1 Grant Guidelines and Application.
6. The term "Authorization" means the Ocean Protection Council adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
7. The term "Development" means improvement, rehabilitation, Restoration, Enhancement, preservation, protection and interpretation or other similar activities.
8. The term "Executive Director" means the Executive Director of the Ocean Protection Council, who is also the Deputy Secretary for Ocean and Coastal Policy.
9. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
10. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
11. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of Funds by the State for the performance of specific Project objectives within a specific Project Performance Period by the Grantee.
12. The term "Grantee" means an Applicant who has a signed agreement for Grant Funds.
13. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
14. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under section 501(c)(3) of the Internal Revenue Code.
15. The term "Other Sources of Funds" means cash or In-Kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

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16. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
  17. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
  18. The term "Project Manager" means the representative of the State given authorization by the Ocean Protection Council Executive Director to administer and provide oversight of the Grant.
  19. The term "Public Agency" means any State of California department or agency, a county, city, or public district or public agency formed under California law.
  20. The term "Request for Disbursement" means the form that will be submitted requesting payment.
  21. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.
  22. The term "Work Plan" means the description of the tasks and related work to be accomplished by the Project
  23. The term "Work Program" means the State approved Work Plan, Project Schedule, and Project Budget, as described in Exhibit A.

#### B. Project Execution

1. Subject to the availability of Funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional Funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2020**.
4. To the extent it is relevant, Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for Planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the Project continues to meet all objectives of the Grant Program and is consistent with the intent cited in the original Application.

If a Grantee's Project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the Grantee shall have the option of either: (1) reimbursing the Natural Resources



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Agency for all State-reimbursed preliminary costs (e.g., Planning, design, etc.), or (2) relinquishing any Planning/design documents, including all copies, reproductions, and variations resulting from said Funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction; all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Additionally, the Grantee shall assure that any entity with whom it contracts or engages in work complies with all current laws and regulations as described in section B(4)(6).
8. Grantee shall provide access to the State upon 24 hours-notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
9. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
10. Grantee shall provide status reports of the work at the request of the State, and no less frequently than every quarter.
11. Grantee shall provide for public access and/or educational features where feasible.
12. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any Acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
13. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

#### C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
  - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

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2. Payment Documentation:

- a. All payment requests must be submitted using a completed Request for Disbursement Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. Additionally, the Grantee is required to submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program.
  - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
  - c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any direct expense or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
  - d. For instances in which travel reimbursement is an approved cost in the grant, the State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. 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. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures Funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
  4. The State reserves the right to request reimbursement of any Funds spent on the Project, even Funds deemed eligible costs, if the Project is not completed in accordance with the Grant Agreement and the guidelines.
  5. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

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#### D. Project Administration

1. Grantee shall promptly provide Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **May 1, 2020**.
5. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other Funds for the Project.

#### E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to Funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any State or federal law or policy by Grantee which affects performance of this or any other Grant Agreement or contract entered into with the State.
3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of Funding authorized in this Agreement.
4. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

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5. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
  6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
  7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, Enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.



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4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding would be used to complete the Project, the Grantee shall establish internal systems to track expenditure of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

#### H. Work Product

1. Where relevant, the Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

#### I. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 20 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or

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otherwise disposed of is less than the entire interest in the property Funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally

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with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must State the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to Executive Director of the OPC who is also the Deputy Secretary for Ocean and Coastal Policy for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

P. Executive Director's Designee

The Executive Director shall designate an Ocean Protection Council Project Manager who shall have the authority to act on behalf of the Executive Director with respect to this Agreement. The Executive Director shall notify the Grantee of the designation in writing.

Q. Insurance

Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain self-insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.

If the Grantee provides funds to any contractor to accomplish any of the work of this Agreement or provides funds to any subgrantee to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each subgrantee or contractor requiring it to provide and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the subgrantee or contractor, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the subgrantee or contractor may satisfy the coverage required by this section in whole or in part through: (a) its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained

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from the commencement date through the completion date of the work undertaken by the subgrantee or contractor under the approved Work Program.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability: (Including operations, products and completed operations, as applicable)      \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability:      \$1,000,000 per accident for bodily injury and property damage.

3. Use of Watercraft. If the subgrantee or contractor is to engage in project work involving the use of watercraft, it shall provide and maintain insurance covering injury to person or property in connection with the use of watercraft, which may include, as appropriate, an endorsement to a Commercial General Liability policy covering non-owned watercraft liability or Protection and Indemnity Insurance or Jones Act coverage. Coverage shall be in a reasonable amount in light of the nature of the activity and shall be documented and approved by the Executive Director.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

5. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Ocean Protection Council. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

- a. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
- b. For any claims related to this agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
- c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Ocean Protection Council and approved in writing by the Executive Director.



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7. Verification of Coverage. The Grantee shall furnish the Executive Director with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Director before work commences. The Ocean Protection Council reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

5. Premiums and Assessments. The Ocean Protection Council is not responsible for premiums and assessments on any insurance policy.

6. Indemnity. The grantee shall agree to indemnify and hold harmless the state of California, acting by and through the Ocean Protection Council, and any employee or agent thereof harmless from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the use by Grantee of results obtained from the activities performed under this agreement; provided, however, that any such liability, loss or damage resulting from this agreement was not caused by the gross negligence or malfeasance of the OPC, its employees or agents.

## Exhibit A

### STATE OF CALIFORNIA NATURAL RESOURCES AGENCY/OCEAN PROTECTION COUNCIL GRANT AGREEMENT

#### The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1)

**Grantee Name:** Beach Erosion Authority for Clean Ocean and Nourishment (BEACON)  
**Project Title:** Santa Barbara County Debris Basin Removal and Fish Passage Project  
**Agreement Number:** P01-1-06

#### Budget Summary:

Ocean Protection Council funding: \$539,000  
Other funding: \$5,000 (BEACON), \$532,000 (Santa Barbara County Flood Control District),  
Total project cost: \$1,076,000

#### Schedule:

Begin date: March 30, 2017  
End date: March 30, 2020

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The project will remove man-made debris-basins from Rattlesnake and San Ysidro Creeks located in Santa Barbara. In addition, each creek will be restored to their natural profiles and obstructions to natural sediment flow will be removed. The project will contribute to climate change and sea level rise adaptation, mitigating the negative effects of extreme storm events by better managing creek sediment movement and promoting natural sediment supply to the coast. The project will provide multiple benefits including habitat and natural resource restoration, flood management, regional sediment management, and coastal erosion control.

The following is a list of list of performance measure for these project goals:

#### Rattlesnake Creek

- Removal of approximately 600 CY of grouted rock slope protection.
- Excavation of approximately 1,000 CY of native material and placement of approximately 800 CY of sub-streambed material
- Placement of approximately 600 CY of streambed material for the restored channel.
- Planting of approximately 700 trees/shrubs
- Removal of approximately 70 linear feet of pipe currently located under the riverbed

## Exhibit A

### San Ysidro Creek

- Removal of approximately 400 CY of grouted rock slope protection
- Excavation of approximately 1,700 CY of native material and placement of approximately 1,200 CY of sub-streambed material
- Placement of approximately 500 CY of streambed material for the restored channel
- Planting of approximately 700 trees/shrubs
- Removal of approximately 60 linear feet of pipe currently located under the riverbed

### **Task 1. PROJECT MANAGEMENT**

#### **1.1 Grant Administration**

The Grant will be managed by the BEACON Program Manager. All issues related to administration, project progress, schedule and expenditures/budget will be managed by BEACON Program Manager who will host a bi-weekly project status meeting conference call with the Santa Barbara County Flood Control in order discuss project progress, issues and identify action items. OPC will be invited to participate in the conference calls. BEACON Program Manager will prepare meeting notes and action items and will also maintain the project Schedule (attached).

#### **1.2 Design and Planning Management**

The Santa Barbara County Flood Control District will manage the preparation of the Environmental Document Addendum, the design, and securing all permits for the Project. The key personnel from Flood Control will be the Environmental Manager and Engineering Manager. Both these personnel will attend the bi-weekly project status conference call meetings hosted by BEACON (see above).

#### **1.3 Construction**

The construction will go through a public bid process administered by the SB County Flood control District. The successful contractor will be under contract to the Flood Control District. Construction will be overseen by the Flood Control Engineering Manager. During construction, BEACON Program Manager will attend the weekly construction meetings with the Contractor, Flood Control Staff, and a Construction Management consultant. The CM consultant will be selected by the Flood Control District and be under contract to the District. The Resident Engineer will be from the CM consultant firm and will manage the day to day construction activities.

#### **1.4 Restoration**

Following construction, restoration planting will be installed by the Flood Control District and managed by the Environmental Manager.

#### **1.5 Monitoring**

Environment monitoring will occur during construction and be performed and managed by the SB County Flood Control District Environmental Manager who will participate it the weekly construction meetings to provide updates. Following construction, the SB County Flood

## Exhibit A

Control District Environmental Manager will manage the post project monitoring effort which will focus on restoration.

### 1.6 **Best Practices Manual**

Preparation of the Best Practices (BPM) Manual will be performed by BEACON Staff in coordination with the Flood Control District. This overall effort will be managed by BEACON Program Manager.

Task 1 - Project Management			
Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$10,000	\$5,000	\$4,000	\$19,000
Schedule:			
From:	3/30/2017	To:	3/30/2020
Deliverables:			
1	Bi-Weekly Project Development Team (PDT) Meeting Notes/Action Items		
2	Updated Project Schedule		
3	Quarterly Progress Reports		
4	Project Completion Report		
Involved Personnel:			
1	BEACON Program Manager		
2	SB County Flood Control Environmental Manager		

### Task 2. CEQA + PERMITTING

#### 2.1 **Secure BO from NMFS and US Army Corps of Engineers Permit (complete)**

In 2014 the SB Co Flood Control District received a Biological Opinion (BO) from the National Marine Fisheries (NMFS) for an updated Routine Creek and Debris Basin Maintenance Program. The District finalized the B.O. in 2015 and the ACOE issued the associated Standard Individual Permit (SIP) in May 2016. The Debris Basin Maintenance Program included the potential removal of Rattlesnake and San Ysidro creeks Debris Basins.

#### 2.2 **Debris Basin Maintenance and Removal Plan (Addendum to Programmatic EIR)**

Flood Control will prepare a Debris Basin Maintenance and Removal Plan which will represent an Addendum to the existing Updated Routine Maintenance Program Programmatic EIR (PEIR). A draft document will be distributed for review by interested agencies and public.

#### 2.3 **Secure CDFW and RWQCB Permits**

SB Co Flood Control will prepare Permit Applications for the CDFW and RWQCB. Comments will be addressed and permits will be secured by June 2017. The SB County Flood Control District Environmental Manager will lead this effort.

## Exhibit A

Task 2 – CEQA and Permitting			
Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$0	\$0	\$16,000	\$16,000
Schedule:			
From:	3/30/2017	To:	6/28/2017
Deliverables:			
1	Approved Addendum to PEIR		
2	US Army Corps of Engineers Permit		
3	California Department of Fish and Wildlife Permit		
4	Regional Water Quality Control Board Permit		
Involved Personnel:			
1	BEACON Program Manager		
2	SB County Flood Control Environmental Manager		

### Task 3. Design

#### 3.1 30% Design (complete)

SB CO flood Control will prepare a 30% Design of the Rattlesnake and San Ysidro Debris Basin Removal Projects and will be used in preparation of the Debris Basin Plan (see Task 2.2 above). The design effort will be led by the Flood Control Engineering Manager.

#### 3.2 50% Design

SB CO Flood Control will prepare 50% Design of the Rattlesnake and San Ysidro Debris Basin Removal Projects. The 50% Design will be reviewed by NMFS and comments addressed. The design effort will be led by the Flood Control Engineering Manager.

#### 3.3 90% Design Plans, Specifications and Estimate

SB CO Flood Control will prepare 90% level Design Plans, Specifications and Estimate for the Rattlesnake and San Ysidro Debris Basin Removal Projects. The 90% Design will be reviewed by NMFS and comments addressed. Upon completion of the Estimate, the project budget will be modified according. The OPC Prop 1 Grant funding contribution will be kept fixed. The design effort will be led by the Flood Control Engineering Manager.

#### 3.4 Bid Package

SB CO Flood Control will assemble the Bid Package consisting of Plan, Specifications, Engineers Estimate and Construction Contract Proposal Package. The package will be reviewed through SB CO Public Works protocol including legal review. The design effort will be led by the Flood Control Engineering Manager.

## Exhibit A

Task 3 –Design			
<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$4,000	\$0	\$31,000	\$35,000
<b>Schedule:</b>			
<b>From:</b>	3/30/2017	<b>To:</b>	03/23/2018
<b>Deliverables:</b>			
1	30% Design		
2	60% Design		
3	90% Design Plans Specifications and Estimate		
4	Bid Package		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		

### Task 4. Construction

#### 4.1 Advertisement/Bidding

SB CO Flood Control will Advertise the Rattlesnake and San Ysidro Debris Basin Removal Project. The Flood Control District will host a pre-bid conference including a field review and will release any Addendums necessary to address questions during bidding. The Flood Control District will manage the bid opening and review the bids for compliance with the provisions of the Contract Proposal. The effort will be managed by Flood Control Engineering Manager.

#### 4.2 Contract Award

Upon approval of the "low bidder" the Flood Control legal will review the Contract Proposal and all required submittals and recommend approval by the County Board of Supervisors. Upon approval of the Construction Contract by the Board of Supervisors, a Notice to Proceed will be submitted to the Contractor to start work.

#### 4.3 Construction

The Construction Contract for the Rattlesnake and San Ysidro Debris Basin Removal Project will be administered by the Flood Control District. The Flood Control District will secure the services of a Construction Management Consultant to provide in field construction management services (see Task 5 below).

## Exhibit A

### Task 4 – Construction

Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$414,000	\$0	\$436,000	\$850,000
Schedule:			
<b>From:</b>	4/02/2018	<b>To:</b>	12/12/2018
<b>Actual Construction From:</b>	8/09/2018	<b>To:</b>	12/12/2018
Deliverables:			
1	Construction		
Involved Personnel:			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	Construction Contractor (TBD)		

### Task 5. Construction Management

#### 5.1 Secure Construction Management Consultant

SB CO Flood Control will secure a Construction Management Consultant to provide field management services for the Rattlesnake and San Ysidro Debris Basin Removal Project. Services will include Resident Engineer, Inspection and potential staking (if not performed in-house by the Flood Control District).

#### 5.2 Construction Management

The successful CM Consultant will serve as the direct interface with the Contractor and will provide all required documentation and paperwork including Requests for Information (RFI's) and Construction Change Orders (CCO's) and Claims. The Consultant Resident Engineer will host a weekly Construction Meeting with Contractor, Flood Control Staff and BEACON Staff.

#### 5.3 Construction Staking and Surveying

The Flood Control District or the construction contractor will provide construction staking and surveying during construction in coordination with the CM Consultant. The Rattlesnake and San Ysidro Debris Basin Removal Project.

#### 5.4 As Builts

The CM Consultant will provide modification to the Final Design Plans in order to reflect accurate As-Built Plans.



## Exhibit A

Task 5 – Construction Management			
<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$25,000	\$0	\$35,000	\$90,000
<b>Schedule:</b>			
<b>From:</b>	6/04/2018	<b>To:</b>	1/09/2019
<b>Deliverables:</b>			
1	Construction Close Out Report		
2	As-Built Plans		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	CM Consultant (TBD)		

### Task 6. Monitoring

#### 6.1 Environmental Monitoring

SB CO Flood Control will perform environmental monitoring during construction of the Rattlesnake and San Ysidro Debris Basin Removal Project. During construction, weekly visits to the construction sites will occur as appropriate. This effort will be managed by Flood Control Environmental Manager.

#### 6.2 Post Project Monitoring

The 5 year post project monitoring will consist of:

- Monitoring plant restoration
- Channel restoration performance
- Photo-monitoring
- Sediment flow estimates
- Length, Width Depth monitoring

The effort will be led by Flood Control's Environmental Manager and Engineering Manager. BEACON Staff will also participate for purposes of preparing the Best Practices Manual.



## Exhibit A

<b>Task 6 – Monitoring</b>
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Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$30,000	\$0	\$15,000	\$45,000
Schedule:			
<b>From:</b>	8/09/2018	<b>To:</b>	3/30/2020
Deliverables:			
1	Annual Monitoring Reports		
Involved Personnel:			
1	BEACON Program Manager		
2	BEACON Technical Advisor		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	SB County Flood Control Resources Biologist		
6	SB County Flood Control Environmental Planner		

### Task 7. Restoration

#### 7.1 Install New Plants

SB CO Flood Control will install new planting as restoration for the plants removed as a consequence of the construction of the Rattlesnake and San Ysidro Debris Basin Removal Project. This work will commence upon completion of debris dam construction work. This effort will be managed by Flood Control Environmental Manager.

#### 7.2 Plant Establishment

A two year plant establishment period will be implemented. During this time, the Flood Control District will replace restoration planting that has not survived. This effort will be managed by Flood Control Environmental Manager.

<b>Task 7 – Restoration</b>
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Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$25,000	\$0	\$0,000	\$25,000
Schedule:			
<b>From:</b>	1/07/2019	<b>To:</b>	3/30/2020
Deliverables:			
1	Restoration Plan		
2	Plant Establishment Report		
Involved Personnel:			
1	SB County Flood Control Environmental Manager		

## Exhibit A

### Task 8. Best Practices Manual

#### 8.1 Identify Key Elements and Prepare Memorandum

Following completion of the 90% Final Design package, BEACON Staff will review the design of the Rattlesnake and San Ysidro Debris Basin Removal Project and formulate the key elements that should be included in the Best Practices Manual for debris basin removal projects. From this effort a Memorandum will be prepared explaining the intended objective and goals of the BMP. This will be reviewed with the Flood Control Staff.

#### 8.2 Prepare BPM Outline

The BEACON Team will prepare an outline for the BMP which will be reviewed with Flood Control Staff. Consensus will be reached on the BMP outline.

#### 8.3 Review Project Construction

The BEACON Team will observe the Construction of the Rattlesnake and San Ysidro Debris Basin Removal Project and take photos.

#### 8.4 Review Available Post Project Monitoring Data

Review available post project monitoring data in terms of sediment transport performance.

#### 8.5 Prepare BPM

The BEACON Team will draft BMP for review. Upon receipt of comments, BEACON will finalize BMP.

Task 8 – Best Practices Manual			
Budget:			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$30,000	\$0	\$0,000	\$30,000
Schedule:			
From:	1/29/2018	To:	10/30/2019
Deliverables:			
1	Best Practices Manual		
Involved Personnel:			
1	SB County Flood Control Environmental Manager		
2	BEACON Program Manager		
3	BEACON Technical Advisor		
4	BEACON Strategy Advisor		
5	SB County Flood Control Engineering Manager		

## Exhibit A

### Task 9. Prop 1 Acknowledgement Sign

#### 9.1 Install Prop 1 Acknowledgement Signs

The construction contract will include as a bid item the preparation and installation of Prop 1 Acknowledgement Signs. The installation of the signs will be placed prior to start of construction and will be placed in locations that are visible to the public and not impacted by construction activities. The signs will remain until completion of construction. Restoration and monitoring (March 30, 20120).

Task 9 – Prop 1 Acknowledgement Signs			
<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$1,000	\$0	\$0,000	\$1,000
<b>Schedule:</b>			
<b>From:</b>	1/29/2018	<b>To:</b>	3/30/2020
<b>Deliverables:</b>			
1	Prop 1 Acknowledgement Signs		
<b>Involved Personnel:</b>			
1	SB County Flood Control Environmental Manager		
2	BEACON Program Manager		
3	SB County Flood Control Engineering Manager		

**Exhibit A**

**BUDGET SUMMARY**  
**BEACON – Santa Barbara County Debris Basin Removal Project**

Tasks Number and Title	OPC - PROP 1 Grant Funding	BEACON	SBCFCWCD	TOTAL FUNDING
Task 1: Project Management	\$10,000	\$5,000	\$4,000	\$19,000
Task 2: CEQA + Permitting	\$0	\$0	\$16,000	\$16,000
Task 3: Planning/Design	\$4,000	\$0	\$31,000	\$35,000
Task 4: Construction	\$414,000	\$0	\$436,000	\$850,000
Task 5: Construction Management	\$25,000	\$0	\$20,000	\$45,000
Task 6: Monitoring	\$30,000	\$0	\$15,000	\$45,000
Task 7: Restoration	\$25,000	\$0	\$0	\$25,000
Task 8: Best Practices Manual	\$30,000	\$0	\$0	\$30,000
Task 9: Prop 1 acknowledgment sign	\$1,000	\$0	\$0	\$1,000
Contingency	\$0	\$0	\$10,000	\$10,000
<b>Total</b>	<b>\$539,000</b>	<b>\$5,000</b>	<b>\$532,000</b>	<b>\$1,076,000</b>

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**Billing Rates**  
**BEACON – Santa Barbara County Debris Basin Removal Project**

Agency	Title	Billing Rate
BEACON	Program Manager	\$140/HR
	Technical Advisor	\$140/HR
	Strategy Advisor	\$100/HR
SB County Flood Control District	Engineering Manager	\$156/HR
	Environmental Manager	\$139/HR
	Civil Engineer	\$132/HR
	Environmental Planner	\$122/HR
	Resources Biologist	\$122/HR

## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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#### CALIFORNIA OCEAN PROTECTION COUNCIL

Item 4f

Staff Recommendation

June 29, 2016

#### **Santa Barbara County Debris Basin Removal and Fish Passage Project**

Chris Potter

**RECOMMENDED ACTION:** Authorization to disburse up to \$539,000 to the Beach Erosion Authority for Clean Oceans and Nourishment to remove two debris basins located in Santa Barbara County on San Ysidro and Rattlesnake Creeks, and adoption of findings under the California Environmental Quality Act.

**LOCATION:** Santa Barbara County, San Ysidro and Rattlesnake Creeks

**STRATEGIC PLAN OBJECTIVE(S):** The proposed project addresses OPC Strategic Plan Objectives 9.1 (Support an integrated approach to water management that minimizes harm to the health of downstream ocean and coastal ecosystems) and Objective 11.2 (Increase the availability of data and tools that can influence sediment-related planning decisions).

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#### **EXHIBITS**

Exhibit A: Project location maps and site plans

Exhibit B: Site images

Exhibit C: Letters of support

Exhibit D: Final Programmatic Environmental Impact Report, December 2001

Exhibit E: Draft CEQA Findings

Exhibit F: Draft Notice of Determination for Ocean Protection Council potential action

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#### **FINDINGS AND RESOLUTION:**

Staff recommends that the Ocean Protection Council (OPC) adopt the following findings: "Based on the accompanying staff report and attached exhibits, the Ocean Protection Council hereby finds that:

- 1) The proposed project is consistent with the purposes of Division 26.5 of the Public Resources Code, the Ocean Protection Act.
  - 2) The proposed projects are consistent with the Ocean Protection Council's Proposition 1 grant guidelines (adopted September 2015).
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## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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- 3) The Ocean Protection Council has reviewed the Final Program Environmental Impact Report, adopted by the Santa Barbara County Flood Control District Board of Directors on December 11, 2001 pursuant to the California Environmental Quality Act (SCH # 01-EIR-01) and attached to the accompanying staff recommendation as Exhibit E, and adopts the findings made in conformance with California Code of Regulations, Title 14, sections 15091 and 15096, subdivision (h), as contained in Exhibit F. "

Staff further recommends that the OPC adopt the following resolution pursuant to Sections 35500 *et seq.* of the Public Resources Code:

"The California Ocean Protection Council hereby approves the disbursement of up to \$539,000 to the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) to remove two debris basins located in Santa Barbara County on San Ysidro and Rattlesnake Creeks."

Prior to the disbursement of any funds, BEACON shall submit for the review and written approval of the OPC's Executive Director the following:

- 1) A detailed work program, including budget, schedule and list of contractors to be retained for the project;
- 2) Evidence that all necessary permits and approvals have been obtained;
- 3) A plan to create signage to acknowledge OPC and Proposition 1 funding; and
- 4) A legally-enforceable agreement between the property owner(s) and the grantee sufficient to give the grantee adequate site control for the purposes of developing the project and long-term management for the life of the project."

#### **PROJECT SUMMARY:**

This project is being proposed by the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) in conjunction with the Santa Barbara County Flood Control and Watershed Conservation District (SBCFCWCD).

The proposed project is a natural infrastructure restoration effort that will remove two fifty-year old concrete debris dams from streams in the foothills behind the City of Santa Barbara. The dams are located on Rattlesnake and San Ysidro Creeks in Santa Barbara County. These creeks form part of the watershed for the Santa Ynez Mountains and in the past served as important sources of coastal beach sand and pathways for migrating steelhead fish. Removing the two dams will restore these natural functions, contributing positively to coastal watershed and habitat restoration, sustainable fisheries, regional sediment management and climate change adaptation.

The debris basins on Rattlesnake and San Ysidro Creeks were designed and built by the U.S. Army Corps of Engineers in 1964 following the Coyote Wild Fire. The purpose of the dams was to intercept the downstream movement of heavy debris before it could plug the creeks and cause flooding in adjacent urban areas. However, new approaches to post-fire flood protection have made the debris basins unnecessary. Both basins continue to act as barriers to coastal sediment supply and steelhead migration. The proposed project will remove the two dams and restore the adjacent creek areas to their natural (pre-dam) condition.

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## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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The proposed project incorporates watershed and habitat restoration best practices to support more sustainable sediment transport down the two creeks and ultimately to the coastline. Steelhead, unlike salmon, can spawn in a range of creek locations along the south coast of Santa Barbara County. The project increases spawning gravel areas and reduces creek bed erosion resulting in a healthier creek environment and retention of vegetation along the creek banks.

The proposed project incorporates habitat and watershed restoration and natural infrastructure elements as part of an adaptive management plan with long-term benefits (50 plus years). It is important to note that the project is consistent with the priority goals of "The Inventory of Barriers to Fish Passage in California's Coastal Watersheds" (State Coastal Conservancy, 2004), the "Work Program of the Southern California Wetlands Recovery Project (SCWRP)" (SCWRP, 2016).

The proposed project will incorporate emerging best practices for removing fish passage barriers. These best practices and outcomes will be monitored and documented so as to share the results and experiences learned with others. A best practices how-to guide/user-friendly manual will be developed detailing the demolition and removal of concrete structures, aquatic and terrestrial habitat restoration techniques and technologies, and processes to plan, fund, and implement projects. Consultants will prepare the manual in conjunction with BEACON and SBCFCWCD staff and will assist in organizing workshop training.

#### **Site Description:**

The two debris basin dams are located on Rattlesnake and San Ysidro Creeks in the foothills behind the City of Santa Barbara. The property on which the two debris basins are located is owned by the SBCFCWCD. The two creeks form part of the watershed for the Santa Ynez Mountains and in the past served as important sources of coastal beach sand and pathways for migrating steelhead fish.

Both debris basins act as barriers to coastal sediment supply and steelhead migration. In addition, the riparian habitat in the immediate vicinity of the two debris basins is significantly degraded (approx. 1 acre total).

#### **Project History:**

A programmatic EIR which addresses debris basin maintenance and potential removals was approved in 2001. The SBCFCWCD is currently preparing an updated Debris Basin Maintenance Plan which includes more details on proposed debris basin removals. The basin removals will not result in new impacts. The Debris Basin Plan is scheduled for completion in August 2016 and at that time will be incorporated through an addendum to the EIR. Note: The cost of preparation of the Debris Basin Plan will be borne entirely by the SBCFCWCD.

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## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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#### **PROJECT FINANCING**

OPC	\$539,000
BEACON	\$5,000
SBCFCWCD	\$532,000
TOTAL	\$1,076,000

The expected source of Ocean Protection Council funds for this project is the fiscal year 2015-16 appropriation to the Natural Resources Agency pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1, Water Code §79700 et. seq.). Funds appropriated to the Natural Resources Agency derive from Chapter 6 (commencing with §79730) and may be used "for multibenefit water quality, water supply, and watershed protection and restoration efforts for the watersheds of the state" (Water code §79731). Section 79732 identifies specific purposes of Chapter 6, which include removal of fish passage barriers and assistance in the recovery of endangered, threatened, or migratory species by improving watershed health, instream flows, fish passage, coastal or inland wetland restoration.

The proposed project is an appropriate use of Proposition 1 funds because it will provide multiple benefit natural infrastructure/habitat restoration improvement, contributing positively to steelhead habitat and natural resources restoration, flood management, regional sediment management, and coastal erosion. The project will also contribute to sea-level rise adaptation, mitigating the negative effects of extreme storm events by better managing the creek sediment movement and transport, supporting beach sand deposition.

The proposed project was selected through a competitive grant process under the Ocean Protection Council's *Proposition 1 Grant Guidelines* adopted in September 2015 ("Prop 1 Guidelines") (see §79706(a)). The proposed project meets each of the evaluation criteria in the Prop 1 Guidelines as described in further below

#### **CONSISTENCY WITH CALIFORNIA OCEAN PROTECTION ACT:**

The proposed project is consistent with the Ocean Protection Act, Division 26.5 of the Public Resources Code, because it is consistent with trust-fund allowable projects, defined in Public Resources Code Section 35650(b)(2) as projects which:

- 1) Eliminate or reduce threats to coastal and ocean ecosystems, habitats, and species.
  - 2) Improve management, conservation, and protection of coastal waters and ocean ecosystems.
  - 3) Protect, conserve, and restore coastal waters and ocean ecosystems.
  - 4) Fund adaptive management, planning, coordination, monitoring, research, and other necessary activities to minimize the adverse impacts of climate change on California's ocean ecosystem.
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## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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The project will increase coastal sand supplies, thereby helping to mitigate the effects of sea-level rise. Specifically, removal of the two debris basins by themselves will increase the supply of sand to the coast by an estimated 2,400 cubic meters per year. An equivalent amount of beach nourishment would cost approximately \$60,000 per year. Santa Barbara County is particularly vulnerable to sea level rise since many of its beaches consist of a thin veneer of sand backed by a high coastal bluff (Griggs and Russell, 2012). Loss of beach area will leave coastal bluffs and infrastructure more vulnerable to storm wave erosion and attack.

Historically, Rattlesnake and San Ysidro Creeks provided migration paths and spawning habitat for endangered steelhead fish (National Marine Fisheries Service, 2012). The two debris basins on these creeks represent complete barriers to steelhead migration, thus cutting off spawning habitat in the upper reaches of the creeks. Removal of the debris basin dams will help to promote the recovery of the historical steelhead fishery in the Santa Barbara County region.

The project will restore approximately 1 acre of natural creek habitat. This habitat supports a diverse number of species. Restoration of the debris basin areas will also help to limit erosion of the creek's side slopes and will restore natural hydrodynamic characteristics.

Last, debris basins exist on 32 different watersheds within Southern California (National Marine Fisheries Service, 2012). The results of this project can be used by flood control agencies in Ventura, Los Angeles, Orange and San Diego Counties to dismantle debris basins within their jurisdictions, helping to increase coastal sand supplies and recovery of the endangered steelhead fish. This project includes the development of a Best Practices Manual for use by other agencies.

#### **CONSISTENCY WITH THE OPC'S STRATEGIC PLAN:**

This project implements Focal Area "Coastal and Ocean Impact from Land". The goal of which is to reduce the negative impacts of land-based activities on marine ecosystems and the state's coastal and ocean economy.

#### **CONSISTENCY WITH THE OPC'S PROPOSITION 1 GUIDELINES:**

The following are the criteria that were applied to the applications in either the Letter of Intent or full proposal stage of the evaluation.

**Chapter 6 of Proposition 1 purposes:** The applicant has indicated that proposed project will address the following purposes enumerated in Chapter 6 of Proposition 1.

- (1) Protect and increase the economic benefits arising from healthy watersheds, fishery resources, and instream flow.
  - (2) Implement watershed adaptation projects in order to reduce the impacts of climate change on California's communities and ecosystems.
  - (4) Protect and restore aquatic, wetland, and migratory bird ecosystems, including fish and wildlife corridors and the acquisition of water rights for instream flow.
  - (6) Remove barriers to fish passage.
  - (7) Collaborate with federal agencies in the protection of fish native to California and
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## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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wetlands in the central valley of California.

(10) Protect and restore coastal watersheds, including, but not limited to, bays, marine estuaries, and nearshore ecosystems.

(12) Assist in the recovery of endangered, threatened, or migratory species by improving watershed health, instream flows, fish passage, coastal or inland wetland restoration, or other means, such as natural community conservation plan and habitat conservation plan implementation.

**OPC's Key Issue Areas for Prop 1 Funding:** This project addresses OPC issue areas "Innovative Marine and Estuarine Fisheries Management" and "Climate Change".

**Multi-benefits:** The proposed project will provide multiple benefits that contribute positively to habitat and natural resource restoration, flood management, regional sediment management and coastal erosion control. Importantly, the project will contribute to climate change and sea level rise adaptation, mitigating the negative effects of extreme storm events by better managing creek sediment movement and promoting increased beach sand deposition.

**Ability to adapt to impacts of climate change:** The restoration sites themselves are not vulnerable to the effects of sea-level rise as they are 12,000 to 16,000 feet above sea-level. The project increases the ability of Santa Barbara County to adapt to other impacts of climate change, such as changes in patterns, frequency, and strength of precipitation events. Removal of the debris basins and restoration of the corresponding riparian areas on San Ysidro and Rattlesnake creeks will help to limit erosion on creek side slopes and will restore natural hydrodynamic characteristics. This will result in each creek having a healthier and more resilient riparian ecosystem.

**California Water Action Plan Goals:** The California Water Action Plan has been developed to meet three broad goals: more reliable water supplies, the restoration of important species and habitat, and a more resilient, sustainably managed water resources system (water supply, water quality, flood protection, and environment) that can better withstand inevitable and unforeseen pressures in the coming decades. The proposed project addresses the second goal by providing better migratory pathways to spawning areas for native steelhead as well as providing a much needed source of sediment for coastal beach ecosystems.

**Removes or reduces multiple stressors to the environment:** The project will reduce the vulnerability of the coastline to sea level rise and climate change induced storm wave attack/erosion by increasing the supply of sand to the coast. If the results of the project are used to remove all of the debris basins from the Santa Barbara County foothills (17 total), the coastal sand supply to the area will be increased by approximately 8%. This increase will help to mitigate the loss of sandy beach habitat that is projected to occur as sea level rises. Increased coastal sand supplies will also help to mitigate projected increases in coastal bluff erosion and storm wave attack against coastal infrastructure.

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## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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Steelhead will benefit from improved access to spawning areas in upper reaches of many watersheds and California grunion will benefit from increased access to sandy beach spawning areas.

**Utilizes green infrastructure, natural systems, or systems that mimic natural systems:** The project will remove two debris basin dams and restore the creek areas in the vicinity of the dams to their natural (i.e., pre-dam) conditions. Recently developed simulation methodologies will be used to shape the restored creek bed geometry to replicate flow patterns in an adjacent model creek. The replicated creek hydrodynamics will help to promote successful steelhead migration through the restored areas.

**New, innovative, or proven technologies or practices:** Past efforts to dismantle debris basins on California creeks have focused on restoring creek side habitat but not on replicating pre-dam hydrodynamic conditions. For this project, the SBCFCWCD will be using the relatively new Stream Simulation Approach to design the restoration of the two creeks (U.S. Dept. of Agriculture, 2008 and California Dept. of Fish and Wildlife, 2009).

**Sustainable outcomes:** The project incorporates habitat and watershed restoration and natural infrastructure elements as part of adaptive management plans aimed at long-term benefits (50+ years). The project will also increase spawning gravels in the system and reducing streambed erosion resulting in a healthier creek environment and retention of bank vegetation. In addition, the project design will result in very little ongoing operation and maintenance for the BCFCWCD which has committed to monitoring for at least 10 years. It is important to note that the SBCFCWCD owns the properties on which the two debris basins are located.

**Ability to begin implementing the project in timely fashion:** The SBCFCWCD is in the process of preparing designs for the removal of the two debris basins and securing permits from the California Department of Fish and Wildlife, the U.S. Army Corps of Engineers and the California Regional Water Quality Control Board. These permits are anticipated by December 2016. A Biological Opinion from National Marine Fisheries Service on the Steelhead was accepted by the SBCFCWCD in 2015. SBCFCWCD is also preparing an updated Debris Basin Plan to provide 30% design details for the debris basin removals. The updated Debris Basin Plan will be incorporated as an Addendum to the Programmatic EIR for the Updated Routine Maintenance Program that was approved in 2001. It is anticipated the Debris Basin Plan will be completed by August 2016. It is important to note that the debris basin removals do not result in any new biological impacts.

SBCFCWCD staff will manage the proposed restoration project, contracting out the dam demolition and creek restoration components and contributing significant in-kind staff time. Construction will begin in August 2018 and be completed by December 2018.

**Provide mapping/data that can enhance current understanding:** Demolition, removal, and restoration techniques and technologies and processes used to plan, fund, and implement projects will be documented and incorporated into a best practices how-to guide/user-friendly

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## Exhibit B

### *Santa Barbara County Debris Basin Removal and Fish Passage Project*

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manual. Consultants will prepare the manual in conjunction with BEACON and SBCFCWCD staff and will assist in organizing a workshop training.

**Demonstrates solutions that can be implemented regionally and/or statewide:** According to the National Marine Fisheries Service from a 2012 report, debris basins exist on 32 different watersheds within Southern California. The results of this project can be used by flood control agencies in Ventura, Los Angeles, Orange and San Diego Counties to dismantle debris basins within their jurisdictions, helping to increase coastal sand supplies and recovery of the endangered steelhead fish.

**Demonstrates experience successfully implementing similar projects or demonstrates appropriate and necessary partnerships to complete the project.** From 2008 to 2013, The SBCFCWCD has completed four other debris basin removal and stream restoration projects in Santa Barbara County. Monitoring data and reports from these very similar projects indicate that the projects have been successful in achieving project objectives.

**Consistent with best available science:** The proposed project will utilize a recently (2008-2009) developed Stream Simulation Approach in the designs of the two dam removals. The design process was developed by the U.S. Department of Agriculture and the California Department of Fish and Wildlife during 2008-2009.

**Demonstrates a clear and reasonable method for measuring and reporting effectiveness of project:** The proposed project will be monitored annually for a period of at least five years and then every two years for the next five years for a total monitoring period of 10 years. Regrowth of creek habitat will be monitored with success criteria of percent cover, tree height, species diversity and overall survivorship documented. Creek hydrodynamics will also be documented and compared with an adjacent control area. Sediment accumulation rates will be monitored in nearby debris basins to provide an estimate of the added sediment transport through the project site.

Project monitoring will be performed by SBCFCWCD and project documentation by SBCFCWCD and BEACON staff. The monitoring results will be incorporated into a best-practices design manual. BEACON staff will also perform grant administration and project management tasks for development of the best practices manual. BEACON will prepare the manual and carry out workshop training in conjunction with BEACON and SBCFCWCD staff.

**Likelihood of project to fulfill its stated objectives:** Given BEACON and SBCFCWCD's years of experience in undertaking projects like the one proposed, there is a high likelihood that the project will fulfill its stated objectives. In addition, the applicant will utilize the highly regarded Stream Simulation Approach in the designs of the two dam removal projects.

**Community support as well as support from outside local area:** The applicant, BEACON, is composed of Santa Barbara and Ventura Counties and the Cities of Goleta, Santa Barbara, Carpinteria, San Buenaventura, Oxnard and Port Hueneme. Two supervisors from each county

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## Exhibit B

### Santa Barbara County Debris Basin Removal and Fish Passage Project

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and one council person from each city sit on the BEACON Board of Directors. Each of the member agencies and their associated staff support the proposed project. Additionally a non-profit organization South Coast Habitat Restoration submitted a letter of support at the time the full proposal was submitted.

#### **Bonus Points:**

**Advances the resiliency of marine, estuarine, and diadromous fish populations and the human communities that depend upon them in the face of a changing climate.** The project will benefit a number of fish species including endangered steelhead and California grunion. Steelhead will benefit from improved access to spawning areas in the upper watershed behind Santa Barbara. California grunion will benefit from increased access to sandy beach spawning areas.

**Leverages >100% matching funds:** BEACON and its partner, SBCFCWCD, will provide a match of \$538,000; i.e., a match of a 100%.

**COMPLIANCE WITH CEQA:** The Santa Barbara County Flood Control District Board of Directors adopted the Final Program Environmental Impact Report (Final PEIR) which addresses debris basin maintenance and potential removals on December 11, 2001 (SCH # 2001031043). The SBCFCWCD is currently preparing an updated Debris Basin Maintenance Plan which includes more details on proposed debris basin removals. The removal of the two debris basins on San Ysidro and Rattlesnake Creeks will not result in new impacts. It is important to note that the SBCFCWCD has previously removed two debris basins on other creeks in Santa Barbara County under the Final PEIR. The updated Debris Basin Plan is scheduled for completion in August 2016 and at that time will be incorporated through an addendum to the Final PEIR.

If the OPC approves the proposed authorization, staff will file a Notice of Determination (attached in draft form as Exhibit F) with the State Clearinghouse.

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## EXHIBIT C TO OCEAN PROTECTION COUNCIL/PROPOSITION 1 GRANT AGREEMENTS: SIGNAGE GUIDELINES

### Types of Signs

- 1) Construction - A sign acknowledging the funding source is required during construction.
- 2) Post Completion - All grantees are required to post a sign at the project site upon completion of the project. The sign must be available for the final inspection of the project and be in place for a minimum of four (4) years from date of project completion. There is no minimum or maximum size other than the minimum size for the logo as long as the sign contains the required wording.

If appropriate, the same sign can be used during construction and completion.

### Language for Signs

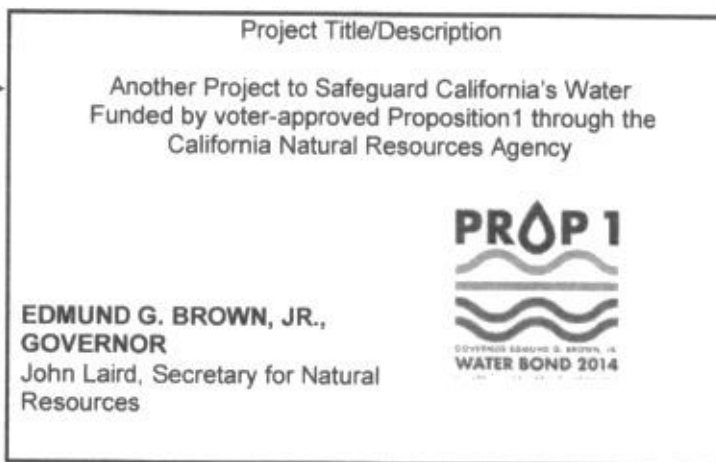
All signs will contain the following minimum language:

The name of the director of the local public agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives.

### Logo

All signs must contain the universal logo for the Infrastructure Improvement Act. This Proposition 1 logo is available at

[http://resources.ca.gov/Bonds\\_and\\_grants/logos/](http://resources.ca.gov/Bonds_and_grants/logos/). The logo must be mounted in an area to maximize visibility and durability. Each edge of the logo itself must be a minimum of 1' X 1'. Exceptions may be approved when appropriate at the discretion of the State.



### Marine Managed Areas

If the full proposal application for the project articulated that the project benefits marine managed areas<sup>1</sup>, the post-completion sign shall include the following additional language, "This project reduced harmful impacts that are known to negatively affect Marine Managed Areas which are designated to protect, conserve or otherwise effectively manage resources and their uses."

### Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

### Sign Cost

The cost of the sign(s) is an eligible project cost. Permanent signage is encouraged.

### Appropriateness of Signs

For projects where the required sign may be out of place or where affected by local sign ordinances, the grants administrator in consultation with the grantee may authorize a sign that is appropriate to the project in question.

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<sup>1</sup> As defined in Public Resources Code section 21065.

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**Signs on State Highways**

Signs placed within the State highway right-of-way may require a Caltrans encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information. For locations, visit <http://www.dot.ca.gov/localoffice.htm>.

**State Approval**

The grantee shall submit proposed locations, size, number of signs and language for review prior to ordering signs. Final funds will not be reimbursed until signage has been approved and installed.

**BEACON/County of Santa Barbara Cooperative Agreement**

Cold Springs and San Ysidro Debris Basins Modification Project 2024

**ATTACHMENT 2.**

**BEACON and DISTRICT Original Cooperative Agreement dated March 9, 2021.**



**BEACON/County of Santa Barbara Cooperative Agreement**  
**Cold Springs and San Ysidro Debris Basins Modification Project January 2021**

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**AGREEMENT**

THIS COOPERATIVE AGREEMENT ("Agreement"), ENTERED INTO ON March 9, 2021,  
is between:

The Beach Erosion Authority for Clean Oceans and Nourishment, a Public Agency in the State of California, referred to hereinafter as "BEACON"

and

Santa Barbara County Flood Control and Water Conservation District, a body corporate and political, referred to hereinafter as "DISTRICT".

RECITALS

1. BEACON is a Public Agency established under the California Joint Exercise of Powers Act representing the coastal interests of the counties of Santa Barbara and Ventura and the coastal cities of Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
2. One of BEACON's missions is to enhance the supply of sediment onto beaches within BEACON's jurisdiction. Consequently, BEACON is seeking grant funding for projects that support the delivery of sediment onto beaches within BEACON's jurisdiction.
3. The largest source of sediment supply to the coast is from creeks. However, this natural supply of sediment is often obstructed by debris basins constructed in the creeks.
4. Debris basins located in Cold Springs Creek and in San Ysidro Creek, hereinafter referred to as "DEBRIS BASINS", were constructed by DISTRICT and are owned and maintained by DISTRICT.
5. DISTRICT has determined that the original intent of the DEBRIS BASINS can be optimized to accommodate fish-passage, retain large scale debris and allow sediment transport through the basins.
6. BEACON and DISTRICT mutually agree that modifications to the DEBRIS BASINS will have an overall benefit to the environment and specifically to fish-passage along the Cold Springs and San Ysidro Creeks and to beach nourishment along the Santa Barbara coast.
7. In March 2017, BEACON secured grant funding from and entered into a grant agreement with the State of California – California Resources Agency/Ocean Protection Council (OPC), hereinafter referred to as "GRANT P01-1-06" for natural restoration infrastructure projects related to the concrete debris dams on Rattlesnake and San Ysidro Creeks – see Attachment 1.
8. In May 2017, BEACON and DISTRICT entered into an Agreement, dated May 2, 2017, titled "BEACON/County of Santa Barbara Cooperative Agreement, Rattlesnake and San Ysidro Debris Basins Removal Project" to define the roles and responsibilities of DISTRICT and BEACON in delivering the PROJECTS and meeting the OPC Grant conditions – see Attachment 2.

**BEACON/County of Santa Barbara Cooperative Agreement**  
**Cold Springs and San Ysidro Debris Basins Modification Project January 2021**

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9. On or about March 20, 2020, BEACON and OPC executed an Amendment #1 to the GRANT P01-1-06 (referred to hereafter as "GRANT P01-1-06 Amendment #1") to change the project end date from March 30, 2020 to March 30, 2023 and to change the scope of work as described in Attachment 3 to modify the DEBRIS BASINS, hereinafter referred to as "PROJECT."

SECTION I

BEACON and DISTRICT agree that this Agreement shall amend and replace the Agreement dated May 2, 2017 titled "BEACON/County of Santa Barbara Cooperative Agreement, Rattlesnake and San Ysidro Debris Basins Removal Project" (Attachment 2). GRANT P01-1-06 is attached hereto and incorporated herein by this reference as Attachment 1. GRANT P01-1-06 Amendment #1 is attached hereto and incorporated herein by this reference as Attachment 3. Grant Budget and Reimbursement Ratios is attached hereto and incorporated herein by this reference as Attachment 4.

BEACON AGREES:

1. To perform BEACON responsible activities for PROJECT as defined in Attachment 3, Exhibit A.
2. To administer OPC Grant and monitor compliance with grant provisions.
3. To review invoices received from DISTRICT for work on PROJECT by DISTRICT.
4. Using DISTRICT invoices and BEACON staff invoices, to prepare and submit claims against GRANT P01-1-06 Amendment #1 for reimbursements of work on PROJECT performed by BEACON and DISTRICT.
5. Upon receipt of GRANT P01-1-06 Amendment #1 claim reimbursement funds, to reimburse DISTRICT for invoiced work within 30 days of receiving reimbursement from OPC, less 10% Project Retention held by OPC.
6. Upon completion of PROJECT to submit final GRANT P01-1-06 Amendment #1 claim which will include the 10% Project Retention by OPC.
7. Upon receipt of final GRANT P01-1-06 Amendment #1 claim reimbursement payment, to reimburse DISTRICT within 30 days amount owed to DISTRICT plus any withheld 10% Project Retention.
8. To host PROJECT Team meetings with DISTRICT on a monthly basis and to document action items and maintain PROJECT schedule.
9. To prepare close out report for GRANT at completion of PROJECT.

SECTION II

DISTRICT AGREES:

1. To accept assignment of all of BEACON's rights, obligations, duties, interest and liabilities under the GRANT P01-1-06 Amendment #1 (Attachment #3).

**BEACON/County of Santa Barbara Cooperative Agreement**  
**Cold Springs and San Ysidro Debris Basins Modification Project January 2021**

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2. To prepare and finalize all necessary environmental review under CEQA and secure all permits necessary for the construction of the PROJECT.
3. To prepare design for PROJECT.
4. To construct PROJECT and provide Construction Management services during construction.
5. To provide monitoring during construction and post-construction for PROJECT.
6. To provide post construction restoration plantings for PROJECT.
7. To perform DISTRICT responsible activities for PROJECT as defined in Attachment 3, Exhibit A.
8. To submit monthly invoices to BEACON for work performed on PROJECT in a format acceptable to BEACON. The invoices shall comply with GRANT reimbursement ratios as reflected in Attachment 3 to Agreement, Grant Reimbursement Ratios. The cumulative invoice amounts shall not exceed the PROJECT Task budgets for DISTRICT as defined in Attachment 3, Exhibit A and Attachment 4.
9. To invite BEACON to PROJECT Team meetings.
10. To 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 PROJECT work hereunder and the results of that work by the DISTRICT, its agents, representatives, employees or subcontractors. The minimum scope of insurance shall be at least as broad as: (i) Commercial General Liability (CGL): Insurance coverage made on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Automobile Liability: covering any auto, including non-owned and hired autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage; (iii) Workers' Compensation: as required by the California law, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease; (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the PROJECT work, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate; (v) Cyber Liability Insurance: for theft, loss, or unauthorized disclosure of personally identifiable non-public information or third party corporate information that is in the care, custody or control of the insured organization, or an independent contractor that is holding, processing or transferring such information on behalf of the insured organization, provided such theft, loss or unauthorized disclosure covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, with limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

**BEACON/County of Santa Barbara Cooperative Agreement**  
**Cold Springs and San Ysidro Debris Basins Modification Project January 2021**

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SECTION III

IT IS MUTUALLY AGREED:

1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this agreement by imposing any standard of care with respect to the design of debris basin projects different from the standard of care imposed by law.
2. DISTRICT agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and to 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. DISTRICT'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.
3. **Entire Agreement and Amendment.** No alteration, variation, or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
4. **Termination.** This Agreement shall terminate on June 30, 2023 when the PROJECT is completed and monitoring requirements fulfilled unless extended pursuant to Section III, paragraph 3 of this Agreement.
5. **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.
6. **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.
7. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of the Agreement shall survive such termination or expiration.
8. 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 Exhibits shall prevail over those in the numbered sections.

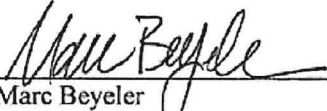
(Signatures on following page.)


**BEACON/County of Santa Barbara Cooperative Agreement**  
**Cold Springs and San Ysidro Debris Basins Modification Project January 2021**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

BEACON  
City of Ventura  
501 Poli, Room 120  
Ventura, CA 93001


Santa Barbara County Flood Control  
District  
123 East Anapamu Street  
Santa Barbara, CA 93101


By:   
Marc Beyeler  
BEACON Executive Director

By:   
Chair  
Board of Director

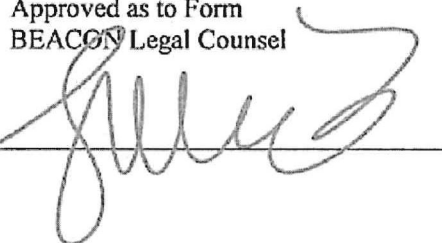
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Date: 3/9/2021

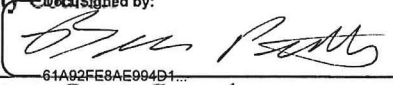
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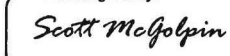
Approved as to Form  
BEACON Legal Counsel

By: 

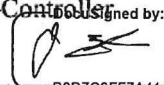
Approved as to Form  
MICHAEL C. GHIZZONI  
County Counsel

By:   
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Deputy County Counsel

Recommended for Approval:  
Scott D. McGolpin  
Public Works Director

By:   
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Approved as to Accounting Form  
Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
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Approved as to Form  
Risk Management

By:   
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- Attachment 1. GRANT P01-1-06
- Attachment 2. BEACON and DISTRICT Original Cooperative Agreement dated May 2, 2017.
- Attachment 3. GRANT P01-1-06 Amendment #1
- Attachment 4. Budget and Reimbursement Ratios

**BEACON/County of Santa Barbara Cooperative Agreement**

Cold Springs and San Ysidro Debris Basins Modification Project 2024

**ATTACHMENT 3.**

**GRANT P01-1-06 Amendment #2**

**State of California Natural Resources Agency  
California Ocean Protection Council  
California Ocean Protection Trust Fund of 2006**

## AMENDMENT #2 TO GRANT AGREEMENT NO. P01-1-06

**GRANTEE NAME:** Beach Erosion Authority for Clean Ocean and Nourishment (BEACON)

**PROJECT TITLE:** Santa Barbara County Debris Basin Improvement and Fish Passage Project

This amendment is hereby made and agreed upon by the State of California, ("State") acting through the Natural Resources Agency, on behalf of the Ocean Protection Council, and by The Ocean Science Trust with respect to the above-identified project. The State and Grantee, in mutual consideration of the promises made herein and in the agreement, of which this is an amendment, agree to the following:

### Terms of Agreement

This amendment changes the "project end date" from March 30, 2023 to December 31, 2024, an extension of 21 months. The time extension was necessitated by the effects of the Thomas fire in December 2017.

The Agreement amount remains **\$539,000.00**

In all other respects, the agreement and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this amendment as of the date entered below.

#### STATE COASTAL CONSERVANCY

#### STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY

By \_\_\_\_\_  
Marc Beyeler  
Title Executive Director  
Date \_\_\_\_\_

By \_\_\_\_\_  
Jenn Eckerle  
Title Deputy Secretary for Ocean and Coastal Policy  
Date \_\_\_\_\_

#### CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$539,000.00		P01-1-06		6038 Water Quality, Supply, and Infrastructure Improvement Local Assistance (Prop 1)			
ADJ. INCREASING ENCUMBRANCE							
\$0		0540-6083-003-2015-101-10					
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$0		Local Assistance					
UNENCUMBERED BALANCE		Ref Number	Fund	Enactment Year (ENY)	Account Number	Alt Account	
\$0		101	6083	2015	5432000	000000000	
Program	PCBU	Project	Activity	RPTG Structure	SVC Loc	Agency Use	Budget Period
0320	0540	05400P01106	23104	05400001	23104	N/A	2018

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

\_\_\_\_\_  
SIGNATURE OF ACCOUNTING OFFICER

\_\_\_\_\_  
DATE

**Exhibit A**

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY/OCEAN PROTECTION  
COUNCIL  
GRANT AGREEMENT**

**The Water Quality, Supply, and Infrastructure Improvement Act of 2014  
(Proposition 1)**

Grantee Name: Beach Erosion Authority for Clean Ocean and Nourishment

Project Title: Project Title: Santa Barbara County Debris Basin Removal  
**Improvement** and Fish Passage Project

Agreement Number: P01-1-06

Budget Summary:

Ocean Protection Council funding: \$539,000

Other funding: \$5,000 (BEACON), ~~\$532,000~~ \$4,684,530 (Santa Barbara County Flood  
Control District), \$139,744 (CDFW Prop 1)

Total project cost: ~~\$1,076,000~~ \$5,398,274

Schedule:

Begin date: ~~January 15, 2017~~ August 2019

End date: ~~March 30, 2020-2023~~ **December 31, 2024**

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In both San Ysidro and Cold Springs Creeks, the Debris basin dam embankment is the most upstream man-made 100% barrier to steelhead migration. Modification of the dam embankment will allow steelhead access/spawning to upstream habitat that has been blocked for over 50 years.

The upper reaches of these two creeks remain wetted year-round which is very important in these south-coast stream where the lower reaches dry up almost every year. The opportunity for fish to be able to move upstream into these over-summer areas is important for the continued existence of this endangered species.

The modification of the embankment barrier at Cold Springs Debris Basin will allow access to 1.35 miles of steelhead habitat that is rated as Extremely High Quality - the highest quality habitat on the stream. On San Ysidro Creek, modification of the dam embankment will allow access to 1.28 miles of steelhead habitat that is rated as Extremely High Quality, again the highest quality habitat on the stream.

There are no specific plans for a beach nourishment project. The modification of the embankments will simply allow sediment to naturally flow through the system rather than being caught in the basin as it has been for the past 50 years. The first time that sediment from these two basins was taken to a beach for **disposal was following the debris-flow emergency in 2018. Prior to the 2018**



## Exhibit A

emergency, in all other instances of basin clean-outs, the removed sediment was taken out of the natural sediment transport system and to upland disposal locations, thus depriving the system, and beaches, of the natural sediment transport cycle. The modifications will re-establish the important transport and retention of sediment within the creek and marine systems.

The measurable benefit is steelhead access to 2.63 miles of wetted extremely high-quality steelhead habitat that has been inaccessible for 55 years. The other measurable benefit will be retention of sediment in the system. The retention of the sediment in the system will be hard to perceive from a year to year basis so monitoring for that will be very difficult. With the recent devastation of the January 9<sup>th</sup>, 2018 Debris Flow BEACON expects about a 15-20 years of recovery before a stable system is established. This is difficult to measure, but qualitatively BEACON knows that sediment input is good and that the basins have interrupted or stopped sediment input since the basins were constructed. Modifying the basins is a win-win situation since their flood protection/debris capturing ability is retained while at the same time allowing for fish passage and sediment delivery.

~~The project will remove man-made debris-basins from Rattlesnake and San Ysidro Creeks located in Santa Barbara. In addition, each creek will be restored to their natural profiles and obstructions to natural sediment flow will be removed. The project will contribute to climate change and sea level rise adaptation, mitigating the negative effects of extreme storm events by better managing creek sediment movement and promoting natural sediment supply to the coast. The project will provide multiple benefits including habitat and natural resource restoration, flood management, regional sediment management, and coastal erosion control.~~

The following is a list of performance measure for these project goals:

### Rattlesnake Cold Springs Creek

- Removal of approximately ~~600-500~~ **948** CY of grouted rock slope protection.
- Excavation of approximately ~~4,002~~ **500 4,690** CY of native material and placement of approximately ~~800~~ CY of sub-streambed material.
- Placement of approximately ~~600~~ **625** CY of streambed material and forcing features for fish passage for along the restored channel.
- Placement of approximately ~~50~~ **594** CY of structure backfill and pervious material behind retaining walls.
- Placement of ~~260~~ **317** CY structural concrete and bar reinforcing steel for outlet control structure.
- Placement of ~~450~~ **40** CY of rock slope protection for engineered fish passage section through outlet control structure.
- Placement of approximately ~~45~~ **717** CY of concreted rock slope protection for exposed dam slopes
- Placement of ~~325~~ **206** CY of access road material.
- Planting of approximately ~~700 4,600~~ **150** trees/shrubs

## Exhibit A

- Removal of approximately 70 linear feet of pipe currently located under the riverbed dam

### San Ysidro Creek

- Removal of approximately ~~400-500~~ **416** CY of grouted rock slope protection
- Excavation of approximately ~~1,700-2,500~~ **3,190** CY of native material and placement of approximately ~~1,200~~ CY of sub-streambed material.
- Placement of approximately ~~500~~ **514** CY of natural streambed material and forcing features for fish passage along for the restored channel
- Placement of approximately ~~60~~ **120** CY of structure backfill and pervious material behind retaining walls.
- Placement of ~~225~~ **83** CY of structural concrete with bar reinforcing steel for outlet control structure.
- Placement of ~~260~~ **0** CY of rock slope protection for engineered fish passage section through outlet control structure.
- Placement of approximately ~~85~~ **540** CY of concreted rock slope protection for exposed dam slopes
- Placement of ~~250~~ **0** CY of access road material.
- Planting of approximately ~~700~~ **1,600** trees/shrubs.
- Removal of approximately ~~60~~ **65** linear feet of pipe currently located under the riverbed dam.

## Task 1. PROJECT MANAGEMENT

### 1.1 Grant Administration

The Grant will be managed by the BEACON Program Manager. All issues related to administration, project progress, schedule and expenditures/budget will be managed by BEACON Program Manager who will host a bi-weekly project status meeting conference call with the Santa Barbara County Flood Control in order discuss project progress, issues and identify action items. OPC will be invited to participate in the conference calls. BEACON Program Manager will prepare meeting notes and action items and will also maintain the project Schedule (attached).

### 1.2 Design and Planning Management

The Santa Barbara County Flood Control District will manage the preparation of the Environmental Document Addendum, the design, and securing all permits for the Project. The key personnel from Flood Control will be the Environmental Manager and Engineering Manager. Both these personnel will attend the bi-weekly project status conference call meetings hosted by BEACON (see above). Design work including development of plans, specifications, geotechnical investigation, topographic survey, structural analysis, and hydrologic analyses will be performed by engineering firms under contract with the Flood Control District. CEQA is covered through a Santa

**Exhibit A**

Barbara County Flood Control District prepared Debris Basin Maintenance and Removal Plan as an Addendum to the existing Updated Routine Maintenance Program Programmatic EIR. ~~Preparation of a project specific CEQA document will likely be performed by an environmental consultant under contract with the Flood Control District.~~

**1.3 Construction**

The construction will go through a public bid process administered by the SB County Flood control District. The successful contractor will be under contract to the Flood Control District. Construction will be overseen by the Flood Control Engineering Manager. During construction, BEACON Program Manager will attend the weekly construction meetings with the Contractor, Flood Control Staff, and a Construction Management consultant. The CM consultant will be selected by the Flood Control District and be under contract to the District. The Resident Engineer will be from the CM consultant firm and will manage the day to day construction activities.

**1.4 Restoration**

Following construction, restoration planting will go through a public bid process administered by the SB County Flood control District ~~be installed by the Flood Control District~~ and managed by the Environmental Manager.

**1.5 Monitoring**

Environment monitoring will occur during construction and be performed and managed by the SB County Flood Control District Environmental Manager who will participate in the weekly construction meetings to provide updates. Following construction, the SB County Flood Control District Environmental Manager will manage the post project monitoring effort which will focus on restoration.

**1.6 Best Practices Manual**

Preparation of the Best Practices (BPM) Manual will be performed by BEACON Staff in coordination with the Flood Control District. This overall effort will be managed by BEACON Program Manager.

**Task 1 - Project Management**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$10,000	\$5,000	\$4,000 63,019	\$19,000 78,019
<b>Schedule:</b>			
<b>From:</b>	01/15/2017 08/15/2019	<b>To:</b>	03/30/20 06/30/2023 12/31/2024
<b>Deliverables:</b>			
1	Bi-Weekly Project Development Team (PDT) Meeting Notes/Action Items		
2	Updated Project Schedule		
3	Quarterly Progress Reports		

**Exhibit A**

4	Project Completion Report
<b>Involved Personnel:</b>	
1	BEACON Program Manager
2	SB County Flood Control Engineering Manager
3	SB County Flood Control Civil Engineer
4	SB County Flood Control Environmental Manager

**Task 2. CEQA + PERMITTING****2.1 Secure BO from NMFS and US Army Corps of Engineers Permit (complete)**

In 2014 the SB Co Flood Control District received a Biological Opinion (BO) from the National Marine Fisheries (NMFS) for an updated Routine Creek and Debris Basin Maintenance Program. The District finalized the B.O. in 2015 and the ACOE issued the associated Standard Individual Permit (SIP) in May 2016. The Debris Basin Maintenance Program included the potential removal of ~~Rattlesnake~~ Cold Springs and San Ysidro creeks Debris Basins.

**2.2 Debris Basin Maintenance and Removal Plan (Addendum to Programmatic EIR)**

Flood Control will prepare a Debris Basin Maintenance and Removal Plan which will represent an Addendum to the existing Updated Routine Maintenance Program Programmatic EIR (PEIR). A draft document will be distributed for review by interested agencies and public. ~~Flood Control will oversee development of a project-specific mitigated negative declaration CEQA document (MND) likely by an environmental firm under contract with the Flood Control District.~~

**2.3 Secure CDFW and RWQCB Permits**

SB Co Flood Control will prepare Permit Applications for the CDFW and RWQCB. Comments will be addressed, and permits will be secured by June 2017. The SB County Flood Control District Environmental Manager will lead this effort.

**Task 2 – CEQA and Permitting**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$0	\$0	\$16,000 185,388	\$16,000 185,388
<b>Schedule:</b>			
<b>From:</b>	01/15/2017 08/15/2019	<b>To:</b>	06/28/2017 10/31/2020 12/31/2022
<b>Deliverables:</b>			
1	Approved Addendum to PEIR		
2	US Army Corps of Engineers Permit		

**Exhibit A**

3	California Department of Fish and Wildlife Permit
4	Regional Water Quality Control Board Permit
<b>Involved Personnel:</b>	
1	BEACON Program Manager
2	SB County Flood Control Environmental Manager
3	SB County Flood Control Biologist / Planner
4	Environmental Consultant

**Task 3. Design****3.1 30-35% Design (complete)**

SB CO flood Control will ~~prepare~~ oversee preparation of a 30-35% Design of the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project and will be used in preparation of the Debris Basin Plan (see Task 2.2 above). The design effort will be led by the Flood Control Engineering Manager and Civil Engineer. The design will incorporate findings of the geotechnical investigation, topographic survey, structural analysis, and hydrologic analyses including with fish passage hydraulics.

**3.2 50-65% Design**

SB CO Flood Control will ~~prepare~~ oversee preparation of 50-65% Design of the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project. The 50-65% Design will be reviewed by NMFS and comments addressed. The design effort will be led by the Flood Control Engineering Manager and Civil Engineer.

**3.3 90-95% Design Plans, Specifications and Estimate**

SB CO Flood Control will ~~prepare~~ oversee preparation of 90-95% level Design Plans, Specifications and Estimate for the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project. The 90-95% Design will be reviewed by NMFS and comments addressed. Upon completion of the Estimate, the project budget will be modified according. The OPC Prop 1 Grant funding contribution will be kept fixed. The design effort will be led by the Flood Control Engineering Manager and Civil Engineer.

**3.4 Bid Package**

SB CO Flood Control will assemble the Bid Package consisting of Plan, Specifications, Engineers Estimate and Construction Contract Proposal Package. The package will be reviewed through SB CO Public Works protocol including legal review. The design effort will be led by the Flood Control Engineering Manager and Civil Engineer.

**Task 3 –Design**

<b>Budget:</b>				
<b>Grant Funded</b>	<b>BEACON</b>	<b>CDFW – Prop 1</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$4,000	\$0	\$139,744	\$31,000 522,290	\$35,000 696,034

**Exhibit A**

<b>Schedule:</b>			
<b>From:</b>	01/15/2017 08/15/2019	<b>To:</b>	03/23/2018 04/01/2021 12/31/2023
<b>Deliverables:</b>			
1	30-35% Design		
2	50-65% Design		
3	90-95% Design Plans Specifications and Estimate		
4	Bid Package		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	Survey (Consultant)		
6	Design Engineer (Consultant)		

**Task 4. Construction****4.1 Advertisement/Bidding**

SB CO Flood Control will advertise the ~~Rattlesnake~~ Cold Springs and San Ysidro Debris Basin Removal Improvement Project. The Flood Control District will host a pre-bid conference including a field review and will release any Addendums necessary to address questions during bidding. The Flood Control District will manage the bid opening and review the bids for compliance with the provisions of the Contract Proposal. The effort will be managed by Flood Control Engineering Manager.

**4.2 Contract Award**

Upon approval of the "low bidder" the Flood Control legal will review the Contract Proposal and all required submittals and recommend approval by the County Board of Supervisors.

Upon approval of the Construction Contract by the Board of Supervisors, a Notice to Proceed will be submitted to the Contractor to start work.

**4.3 Construction**

The Construction Contract for the ~~Rattlesnake~~ Cold Springs and San Ysidro Debris Basin Removal Improvement Project will be administered by the Flood Control District. The Flood Control District will secure the services of a Construction Management Consultant to provide in field construction management services (see Task 5 below).

**Task 4 – Construction**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$414,000	\$0	\$436,000 3,238,615	<del>\$850,000</del> 3,652,615

**Exhibit A**

<b>Schedule:</b>			
<b>Cold Springs - From:</b>	04/02/2018	<b>To:</b>	12/12/2018
	06/01/2021		09/30/2021
	<b>05/01/2024</b>		<b>11/30/2024</b>
<b>San Ysidro - From:</b>	08/09/2018	<b>To:</b>	12/12/2018
	06/01/2022		09/30/2022
	<b>05/01/2024</b>		<b>11/30/2024</b>
<b>Deliverables:</b>			
1	Construction		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	SB County Flood Control Biologist/Planner		
6	Construction Contractor (TBD)		

**Task 5. Construction Management****5.1 Secure Construction Management Consultant**

SB CO Flood Control will secure a Construction Management Consultant to provide field management services for the ~~Rattlesnake~~ Cold Springs and San Ysidro Debris Basin Removal Improvement Project. Services will include Resident Engineer, Inspection and potential staking (if not performed in-house by the Flood Control District).

**5.2 Construction Management**

The successful CM Consultant will serve as the direct interface with the Contractor and will provide all required documentation and paperwork including Requests for Information (RFI's) and Construction Change Orders (CCO's) and Claims. The Consultant Resident Engineer will host a weekly Construction Meeting with Contractor, Flood Control Staff and BEACON Staff.

**5.3 Construction Staking and Surveying**

The Flood Control District or the construction contractor will provide construction staking and surveying during construction in coordination with the CM Consultant. The ~~Rattlesnake~~ Cold Springs and San Ysidro Debris Basin Removal Improvement Project.

**5.4 As Builts**

The CM Consultant will provide modification to the Final Design Plans in order to reflect accurate As-Built Plans.

**Task 5 – Construction Management**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>

**Exhibit A**

\$25,000	\$0	\$35,000 361,540	\$90,000 386,540
<b>Schedule:</b>			
<b>Cold Springs - From:</b>	06/04/2018 06/01/2021 <b>12/01/2023</b>	<b>To:</b>	01/09/2019 12/01/2021 <b>12/31/2024</b>
<b>San Ysidro - From:</b>	06/04/2018 06/01/2022 <b>12/01/2023</b>	<b>To:</b>	01/09/2019 12/01/2022 <b>12/31/2024</b>
<b>Deliverables:</b>			
1	Construction Close Out Report		
2	As-Built Plans		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	CM Consultant (TBD)		

**Task 6. Monitoring****6.1 Environmental Monitoring**

SB CO Flood Control will perform environmental monitoring during construction of the Rattlesnake Cold Springs and San Ysidro Debris Basin ~~Removal~~ Improvement Project. During construction, weekly visits to the construction sites will occur as appropriate. This effort will be managed by Flood Control Environmental Manager.

**6.2 Post Project Monitoring**

The 5-year post project monitoring will consist of:

- Monitoring plant restoration
- Channel restoration performance
- Photo-monitoring
- Sediment flow estimates
- Length, Width Depth monitoring

The effort will be led by Flood Control's Environmental Manager and Engineering Manager. BEACON Staff will also participate for purposes of preparing the Best Practices Manual.

**Task 6 – Monitoring**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$30,000	\$0	\$15,000 34,388	\$45,000 64,388



**Exhibit A**

<b>Schedule:</b>			
<b>From:</b>	08/09/2018 06/01/2021 11/01/2024	<b>To:</b>	03/30/2020 06/30/2026 12/31/24
<b>Deliverables:</b>			
1	Annual Monitoring Reports		
<b>Involved Personnel:</b>			
1	BEACON Program Manager		
2	BEACON Technical Advisor		
2	SB County Flood Control Engineering Manager		
3	SB County Flood Control Civil Engineer		
4	SB County Flood Control Environmental Manager		
5	SB County Flood Control Resources Biologist		
6	SB County Flood Control Environmental Planner		

**Task 7. Restoration**

**7.1 Install New Plants**

**7.2** SB CO Flood Control will procure the services of a revegetation contractor to install new planting as restoration for the plants removed as a consequence of the construction of the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project. This work will commence upon completion of debris dam construction work. This effort will be managed by Flood Control Environmental Manager.

**7.3 Plant Establishment Maintenance**

A two-year plant establishment **maintenance** period will be implemented. During this time, the Flood Control District’s revegetation contractor will replace restoration planting that has not survived. This effort will be managed by Flood Control Environmental Manager. It is anticipated that the Plant Establishment **Maintenance** Period will span 2 years.

<b>Task 7 – Restoration</b>			
<b>Budget:</b>			
Grant Funded	BEACON	SB Co Flood Control	Total Cost
\$25,000	\$0	\$0,000 269,200	\$25,000 294,200
<b>Schedule:</b>			
<b>From:</b>	01/07/2019 09/30/2021 10/01/24	<b>To:</b>	03/30/2020 03/30/2023 12/31/24
<b>Deliverables:</b>			
1	Restoration Plan		
2	Plant Establishment Report		

**Exhibit A**

<b>Involved Personnel:</b>	
1	SB County Flood Control Environmental Manager

**Task 8. Best Practices Manual****8.1 Identify Key Elements and Prepare Memorandum**

Following completion of the 9095% Final Design package, BEACON Staff will review the design of the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project and formulate the key elements that should be included in the Best Practices Manual for debris basin removal projects. From this effort a Memorandum will be prepared explaining the intended objective and goals of the BMP. This will be reviewed with the Flood Control Staff.

**8.2 Prepare BPM Outline**

The BEACON Team will prepare an outline for the BMP which will be reviewed with Flood Control Staff. Consensus will be reached on the BMP outline.

**8.3 Review Project Construction**

The BEACON Team will observe the Construction of the Rattlesnake Cold Springs and San Ysidro Debris Basin Removal Improvement Project and take photos.

**8.4 Review Available Post Project Monitoring Data**

Review available post project monitoring data in terms of sediment transport performance.

**8.5 Prepare BPM**

The BEACON Team will draft BMP for review. Upon receipt of comments, BEACON will finalize BMP.

**Task 8 – Best Practices Manual**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$30,000	\$0	\$0,000	\$30,000
<b>Schedule:</b>			
<b>From:</b>	01/29/2018 09/01/2020 01/01/24	<b>To:</b>	10/30/2019 10/30/2022 12/31/24
<b>Deliverables:</b>			
1	Best Practices Manual		
<b>Involved Personnel:</b>			
1	SB County Flood Control Environmental Manager		
2	BEACON Program Manager		
3	BEACON Technical Advisor		
4	BEACON Strategy Advisor		
5	SB County Flood Control Engineering Manager		

**Task 9. Prop 1 Acknowledgement Sign**

**Exhibit A**

**9.1 Install Prop 1 Acknowledgement Signs**

The construction contract will include as a bid item the preparation and installation of Prop 1 Acknowledgement Signs. The installation of the signs will be placed prior to start of construction and will be placed in locations that are visible to the public and not impacted by construction activities. The signs will remain until completion of construction, vegetation restoration and plant establishment maintenance period monitoring (**October 31, 201202022 2024**).

**Task 9 – Prop 1 Acknowledgement Signs**

<b>Budget:</b>			
<b>Grant Funded</b>	<b>BEACON</b>	<b>SB Co Flood Control</b>	<b>Total Cost</b>
\$1,000	\$0	\$0,000	\$1,000
<b>Schedule:</b>			
<b>Cold Springs - From:</b>	01/29/2018 05/01/2021 <b>05-01-24</b>	<b>To:</b>	03/30/2020 03/30/2021 <b>12/31/24</b>
<b>San Ysidro - From:</b>	01/29/2018 05/01/2021 <b>05-01-24</b>	<b>To:</b>	03/30/2020 03/30/2022 <b>12/31/24</b>
<b>Deliverables:</b>			
1	Prop 1 Acknowledgement Signs		
<b>Involved Personnel:</b>			
1	SB County Flood Control Environmental Manager		
2	BEACON Program Manager		
3	SB County Flood Control Engineering Manager		

**BUDGET SUMMARY**  
**BEACON – Santa Barbara County Debris Basin Removal Improvement Project**

Tasks Number and Title	OPC - PROP 1 Grant Funding	BEACON	CDFW- PROP 1	SBCFCWCD	TOTAL FUNDING
Task 1: Project Management	\$10,000	\$5,000	\$0	\$4,000 63,109	\$19,000 78,109
Task 2: CEQA + Permitting	\$0	\$0	\$0	\$16,000 185,388	\$16,000 185,388
Task 3: Planning/Design	\$4,000	\$0	\$139,744	\$31,000 522,290	\$35,000 696,034
Task 4: Construction	\$414,000	\$0	\$0	\$436,000 3,238,615	\$850,000 3,652,615

**Exhibit A**

Task 5: Construction Management	\$25,000	\$0	\$0	<del>\$20,000</del> 361,540	<del>\$45,000</del> 386,540
Task 6: Monitoring	\$30,000	\$0	\$0	<del>\$15,000</del> 34,388	<del>\$45,000</del> 64,388
Task 7: Restoration	\$25,000	\$0	\$0	<del>\$0,00</del> 269,200	<del>\$25,000</del> 294,200
Task 8: Best Practices Manual	\$30,000	\$0	\$0	\$0	\$30,000
Task 9: Prop 1 acknowledgment sign	\$1,000	\$0	\$0	\$0	\$1,000
Contingency	\$0	\$0	\$0	\$10,000	\$10,000
<b>Total</b>	<b>\$539,000</b>	<b>\$5,000</b>	<b>\$0</b>	<del>\$532,000</del> 4,684,530	<del>\$1,076,000</del> 5,398,274

;

<b>Billing Rates</b>		
<b>BEACON – Santa Barbara County Debris Basin Removal Improvement Project</b>		

<b>Agency</b>	<b>Title</b>	<b>Billing Rate</b>
BEACON	Program Manager	\$140/HR
	Technical Advisor	\$140/HR
	Strategy Advisor	\$100/HR
SB County Flood Control District	Engineering Manager	\$156/HR
	Environmental Manager	\$139/HR
	Civil Engineer	\$132/HR
	Environmental Planner	\$122/HR
	Resources Biologist	\$122/HR

**BEACON/County of Santa Barbara Cooperative Agreement**

Cold Springs and San Ysidro Debris Basins Modification Project 2024

**ATTACHMENT 4.**

**Budget and Reimbursement Ratios.**

**BEACON - Santa Barbara County Debris Basin Modification Project - OPC Grant  
Reimbursement Ratios By Task.**

Tasks Number and Title	OPC PROP 1 Grant Funding			BEACON Grant Reimbursement Ratio %	Flood Control Grant Reimbursement Ratio %
	Total	Use by BEACON	Use by Flood Control		
Task 1: Project Management	\$10,000	\$10,000	\$0	100%	0%
Task 2: CEQA + Permitting	\$0	\$0	\$0	#DIV/0!	#DIV/0!
Task 3: Planning/Design	\$4,000	\$0	\$4,000	0%	100%
Task 4: Construction	\$414,000	\$0	\$414,000	0%	100%
Task 5: Construction Management	\$25,000	\$0	\$25,000	0%	100%
Task 6: Monitoring	\$30,000	\$0	\$30,000	0%	100%
Task 7: Restoration	\$25,000	\$0	\$25,000	0%	100%
Task 8: Best Practices Manual	\$30,000	\$30,000	\$0	100%	0%
Task 9: Prop 1 acknowledgment sign	\$1,000	\$0	\$1,000	0%	100%
Contingency	\$0	\$0	\$0	0%	0%
<b>Total</b>	<b>\$539,000</b>	<b>\$40,000</b>	<b>\$499,000</b>		

**ITEM 5C**

**ATTACHMENT VIII**

**Agreement with Marc Beyeler/Beyeler & Associates to Provide Executive  
Director Services FY 24-25**

## AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

**Beyeler & Associates (“CONTRACTOR”)**  
Principal/Senior Associate  
Beyeler & Associates  
26416 Mulholland Highway,  
Calabasas, CA 91302  
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:805-962-0488  
E:comati@beacon.ca.gov

To CONTRACTOR: Beyeler & Associates  
26416 Mulholland Highway,  
Calabasas, CA 91302  
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. CONTRACTOR shall perform the duties of Executive Director described in Attachment 2 BEACON Executive Director Job Description, attached hereto and incorporated herein by this reference.

B. CONTRACTOR will be responsible for all aspects of this Agreement.

C. Agreement Period: July 1, 2024 – June 30, 2025.

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 Agreement amount, including cost reimbursements unless otherwise described, not to exceed \$159,640.

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 the 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 Agreement, 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.

*[This area intentionally left blank. Signatures on following page.]*

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of May 17, 2024.

CONTRACTOR

BEACON

By:   
\_\_\_\_\_  
Name: Marc Beyeler  
Title: Principal, Beyeler & Associates  
Date: May 17, 2024  
\_\_\_\_\_

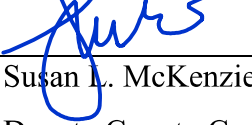
By: \_\_\_\_\_  
Name: Vianey Lopez  
Title: Chair, BEACON  
Date: May 17, 2024  
\_\_\_\_\_

Approved as to Form:

Attest:

Rachel Van Mullem  
County Counsel

By: 

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

Name: Gerald Comati  
Title: Program Manager

**ATTACHMENT 1**  
**Beyeler & Associates**  
**2024-2025 Rates\***

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Principal	\$175-\$225/hour
Senior Associates	\$100-\$175/hour
Associates	\$100-\$125/hour
Specialists	Various
Administrative	\$75-\$100/hour
Reasonable Travel and transportation	Billed at cost
Mileage	\$0.54/mile
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.

Incidental and regular expenses, including those listed below, shall be reimbursed under this Agreement. Other BEACON-related expenses incurred by the CONTRACTOR shall be reimbursed separately, consistent with the approved BEACON Budget.

Mileage <sup>1</sup>	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs, and Transportation <sup>1,2</sup>	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

CONTRACTOR is responsible for providing all tools, vehicles, and equipment necessary to perform the services such as telephones, computers, printers, and computer software which are not subject to reimbursement under this Agreement. Any and all purchase of same, directly and exclusively for BEACON related activities, including specialized meeting, software, or internet or telecommunication services will be separately reimbursed at cost to the CONTRACTOR, consistent with the approved BEACON.

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<sup>1</sup> Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs<sup>2</sup>, registration fees, hotel accommodations, food and meals, and/or mileage (reimbursed at \$0.54 per mile) to and from such activities are not included under this Agreement. BEACON shall separately reimburse CONTRACTOR for expenses related to these events and activities, consistent with the approved BEACON budget. For Food and Meals only reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated.

<sup>2</sup> “Travel Costs” are defined as reimbursement of authorized out-of-pocket expenses that are reasonably, actually, and necessarily incurred as a result of conducting BEACON business. If CONTRACTOR incurs Travel Costs while representing multiple clients, CONTRACTOR agrees BEACON shall not be responsible for all Travel Costs, but only for a pro rata share as determined based on the percentage of time allocable to BEACON. The reimbursement rate for hotel accommodations shall not exceed \$350 per night including all taxes and fees. BEACON and CONTRACTOR agree the following is **not** authorized unless pre-approved in writing by BEACON: Out-of-country travel, Private Aircraft Transportation, First Class airline travel, and Relocation.

## **ATTACHMENT 2**

### **BEACON Executive Director Job Description**

BEACON, the Beach Erosion Authority for Clean Oceans and Nourishment, is a Joint Powers Agency, consisting of the Ventura and Santa Barbara Counties, and the six coastal cities of Santa Barbara, Goleta, Carpinteria, Oxnard, Port Hueneme, and San Buenaventura. BEACON is responsible for regional beach erosion and nourishment policy and projects, and the protection of coastal water quality. BEACON's projects are included in its Coastal Regional Sediment Management Plan. BEACON is governed by a 10 member Board of Directors, representing 8 member agencies.

The Executive Director under policy direction of the BEACON Board of Directors, organizes, coordinates, and directs all BEACON functions and activities, provides leadership, policy guidance, strategic direction and day-to-day management of BEACON; fosters cooperative working relationships with the Board the County of Ventura, cities and special districts, the public and other agencies; performs related work as assigned.

The BEACON Executive Officer is an "at-will" employee appointed by the Board. The Executive Director reports directly to the Board and performs all duties necessary for the proper and efficient management of BEACON as determined by the Board and the authorizing language of the JPA.

#### **EXAMPLES OF DUTIES:**

The following is used as a partial description and is not restrictive to duties required.

Plans, organizes and directs the activities of BEACON; develops goals, policies and projects for BEACON subject to Board review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Conducts complex analysis and prepares written reports and recommendations on a range of programs, policies, and projects.

Responsible for preparing agendas and meeting materials for attends all BEACON Board meetings and is and responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Chair of the Board.

Prepares agendas and meeting materials for the BEACON Executive Committee and responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Chair of the Board.

Represents BEACON in various negotiations with other governmental agencies regarding the authority and functions of BEACON and the policies, procedures and funding of BEACON.

Prepares and administers BEACON's annual budget working with staff of the County of Ventura.

Works closely with and advises the Board, consultant and professional and support staff, the Counties of Ventura and Santa Barbara, cities, special districts, the public and other agencies to implement BEACON programs and to ensure compliance with laws and local policies.

Serves as BEACON Science Director and is responsible for organizing and supporting the activities of the BEACON Science Advisory Committee (SAC). Prepares agendas and meeting materials for the BEACON SAC and is responsible for all meeting logistics and responsible for conducting meeting in conjunction with the Co-Chairs of the SAC.

Reviews and authorizes the work of professional consultants; reviews work plans and progress reports and confers with consultant staff to define and solve problems; Responsible for the efficient and effective performance of all contracts.

Represents the BEACON before the media, other agencies and the public. Actively participates in BEACON related organizations and professional associations.

Provides regular updates to member agency City Councils, and Boards of Supervisors regarding BEACON activities and progress towards priority goals and objectives.

Provides BEACON Board of Directors with an annual review of Executive Director activities and accomplishments as part of an annual review process.

CONTRACTOR may undertake additional environmental planning expert services related to sediment management and climate and sea-level rise adaptation planning as directed and may be additionally compensated for same dependent on the availability of grant funding.

**QUALIFICATION GUIDELINES:**

Knowledge Of:

State Joint Powers Authority state law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban and environmental planning practices and techniques; federal, state and local laws and guidelines relating to coastal and marine management and environmental protection.

Skills and Abilities In:

Planning, organizing, coordinating and directing BEACON programs and activities.

Analyzing functional, organizational and financial characteristics of regional environmental, coastal and marine projects, evaluating alternatives, and recommending effective courses of action relating to BEACON functions.

Interpreting, explaining and applying BEACON law and policies and related state and federal laws.



Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing BEACON effectively in contacts with the public, BEACON member agencies, and other public agencies, including state and federal agencies and partners

Promoting cooperative relationships with BEACON member agencies and their staff, other public agencies, public groups concerned with BEACON functions and operations.

Supplemental Information:

Works primarily in a home office environment but regular travel is required within the region of Santa Barbara and Ventura counties.

**RECRUITING STANDARDS:**

Education/Experience:

Graduation from an accredited college with a bachelor's degree in public administration, urban or environmental planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

**ITEM 5C**

**ATTACHMENT IX**

**Agreement with Gerald Comati/COM3 Consulting to Provide Program and  
Project Management Services FY 24-25**

**Agreement Between**

**COM3 Consulting Inc.**

**and**

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

**for**

**Project Management Services  
FY 2024-2025**



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 Agreement 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 2024-2025.

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, 2024 and shall complete the Services on June 30, 2024. 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 \$50,000.

**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: 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, unless CONSULTANT has completed a “Declaration Regarding California Workers’ Compensation” which is attached hereto and incorporated by this reference.

- 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 Part 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 Agreement.
- 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 Agreement 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 Agreement 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: Marc Beyeler, Executive Director

To CONSULTANT: COM3 Consulting Inc.  
1943 Grand Avenue Street  
Santa Barbara, CA 93103  
Attn: Gerald Comati P.E., President

**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.**

CONSULTANT warrants by the execution of this Agreement that CONSULTANT maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONSULTANT further agrees that during the term of this Agreement, CONSULTANT 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 CONSULTANT 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, BEACON and the CONSULTANT have executed this agreement.

CONSULTANT

BEACON

By:



Name: Gerald Comati  
Title: President, COM3 Consulting Inc.  
Date: May 17, 2024

By:

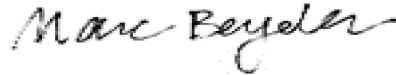
Name: Vianey Lopez  
Title: Chair, BEACON  
Date: May 17, 2024

By:



Name: Gerald Comati  
Title: Financial Officer, COM3 Consulting Inc.  
Date: May 17, 2024

ATTEST:



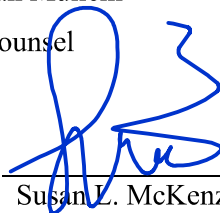
By:

Name: Marc Beyeler  
Title: Executive Director  
Date: May 17, 2024

Approved as to Form:

Rachel Van Mullem  
County Counsel

By:



Susan L. McKenzie  
Deputy County Counsel,  
Counsel for BEACON

---

**Appendix "A" Scope of Services**

The CONSULTANT shall undertake any one or more of the following specialized services:

**1. Program and Project Management**

- a. Coordination with Administrative Coordinator.
- b. Manage BEACON Program projects as assigned by the Executive Director.
- c. As requested, develop/maintain Project Status Reports for all projects with which BEACON is involved.
- d. Management of the Santa Barbara County Debris Basin Modifications Project.
- e. Coordination with the Goleta Bay Kelp Anchor Demonstration Project team.
- f. Support of development of a Regional Sediment Management Program and associated grant applications.
- g. Support the Executive Director with preparing an Amendment to BEACON CRSMP to address SLR and Climate Change.
- h. Pursue regional initiatives to enhance coastal sediment as assigned by the Executive Director.
- i. Support of RCAMP.

**2. Executive and Board Support**

- a. Coordinate with the Administrative Coordinator.
- b. Finalize Board Agenda Packages and release Agenda Packages to Board, staff and interested parties.
- c. Prepare Board Meeting Minutes.
- d. Report to BEACON Board on status of projects and project issues as required.
- e. Interface with Executive Director as it relates to on-going operations of BEACON.
- f. Assist Executive Director and other management team members regarding community outreach efforts.
- g. Coordination with other agencies and entities to support coastal projects, studies and initiatives within the region.

**3. Grants and Contracts Management**

Budgeting

- a. Assist the Executive Director and Auditor Controller in developing the annual budget.
- b. Coordinate with the Administrative Coordinator.

Invoicing and Payments

- a. Prepare approval forms for professional services and consultant invoices.
- b. Prepare invoice approval forms for all subcontractor and consultant invoices.

Grants and Contracts Management and Grant Services

- a. Coordination with Administrative Coordinator.
- b. Review and comment on grant contract deliverables prepared by consultants as required.
- c. In coordination with BEACON Executive Director and other Staff/Consultants prepare grant applications for new work as opportunities present themselves.

**4. Project and Consultant Management**

- a. Develop Active BEACON Projects schedules as required.
- b. Manage Consultant Selection and Retention as required, including preparing Requests for Proposals (RFP), Consultant Contracts, and Amendments as required.

**APPENDIX B - COMPENSATION**

**COM3 Consulting Agreement with BEACON for Project Management Services**

FY 24-25 Billing Rates	
Title	Labor Rates
Principals	\$155-230/hour
Senior Associates	\$100-\$150/hour
Associates	\$100-\$120/hour
Specialists	Various
Admin	\$50-\$100/hour

Budget:						
Name	Position	\$/hr	hrs	Labor Budget	Expenses Budget	Total Budget
Gerald Comati	Principal	155	322	49,910	90	50,000
<b>Total Labor</b>			<b>322</b>	<b>49,910</b>	<b>90</b>	<b>50,000</b>

Incidental and regular expenses, including those listed below, shall be reimbursed under this Agreement. Other BEACON-related expenses incurred by the CONSULTANT shall be reimbursed separately, consistent with the approved BEACON Budget.

Mileage <sup>1</sup>	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs, and Transportation <sup>1,2</sup>	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

CONSULTANT is responsible for providing all tools, vehicles, and equipment necessary to perform the services such as telephones, computers, printers, and computer software which are not subject to reimbursement under this Agreement. Any and all purchase of same, directly and exclusively for BEACON related activities, including specialized meeting, software, or internet or telecommunication services will be separately reimbursed at cost to the CONSULTANT, consistent with the approved BEACON Budget.

<sup>1</sup> Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs<sup>2</sup>, registration fees, hotel accommodations, food and meals, and/or mileage (reimbursed at \$0.54 per mile) to and from such activities are not included under this Agreement. BEACON shall separately reimburse CONSULTANT for expenses related to these events and activities, consistent with the approved BEACON budget. For Food and Meals only reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated.

<sup>2</sup> “Travel Costs” are defined as reimbursement of authorized out-of-pocket expenses that are reasonably, actually, and necessarily incurred as a result of conducting BEACON business. If CONSULTANT incurs Travel Costs while representing multiple clients, CONSULTANT agrees BEACON shall not be responsible for all Travel Costs, but only for a pro rata share as determined based on the percentage of time allocable to BEACON. The reimbursement rate for hotel accommodations shall not exceed \$350 per night including all taxes and fees. BEACON and CONSULTANT agree the following is **not** authorized unless pre-approved in writing by BEACON: Out-of-country travel, Private Aircraft Transportation, First Class airline travel, and Relocation.

**ITEM 5C**

**ATTACHMENT X**

**Agreement with Pam Baumgardner to Provide Webmaster, Social Media  
Communication, and Information Management Services FY 24-25**

## **AGREEMENT FOR SERVICES**

This Agreement is entered into by:

<b>Beach Erosion Authority for Clean Oceans and Nourishment (“BEACON”)</b>	And	<b>Pamela Baumgardner - Websites (“Contractor”)</b> 1100 Pittsfield Lane Ventura, CA 93001
--	-----	--

### **I. CONTACT INFORMATION.**

A. DESIGNATED REPRESENTATIVES: Gerald Comati, Program Manager at phone number 805-895-0255 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, 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”) as attached hereto and incorporated herein by this reference.

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. Agreement Period: July 1, 2024 – June 30, 2025.

### **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 unless otherwise stated, an amount up to and not to exceed \$6,000 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, 2024.

CONTRACTOR

BEACON

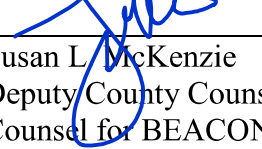
By: \_\_\_\_\_  
Name: Pam Baumgardner  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Vianey Lopez  
Title: Chair, BEACON  
Date: May 17, 2024

Attest: 

By: \_\_\_\_\_  
Name: Marc Beyeler, Executive Director

Approved as to Form:  
Rachel Van Mullem  
County Counsel

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

*[This area intentionally left blank.]*

## ATTACHMENT A - SERVICES

Pam Baumgardner, Website Designs

Contractor shall:

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, staff reports, presentations, and other reports.
3. Act as Webmaster providing website maintenance and upgrades as needed.
4. Assist the Executive Director and the Program Manager in coordinating Information Technology Services (ITS) including Microsoft One Drive, and related platforms.

Rate is \$95 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 \$6,000, which includes all cost reimbursements, labor, and expenses, direct and indirect charges in accordance with Section III of this Agreement.

Incidental and regular expenses, including those listed below, shall be reimbursed under this Agreement. Other BEACON-related expenses incurred by the Contractor shall be reimbursed separately, consistent with the approved BEACON Budget.

Mileage <sup>1</sup>	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs, and Transportation <sup>1,2</sup>	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

Contractor is responsible for providing all tools, vehicles, and equipment necessary to perform the services such as telephones, computers, printers, and computer software which are not subject to reimbursement under this Agreement. Any and all purchase of same, directly and exclusively for BEACON related activities, including specialized meeting, software, or internet or telecommunication services will be separately reimbursed at cost to the Contractor, consistent with the approved BEACON Budget.

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<sup>1</sup> Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs<sup>2</sup>, registration fees, hotel accommodations, food and meals, and/or mileage (reimbursed at \$0.54 per mile) to and from such activities are not included under this Agreement. BEACON shall separately reimburse Contractor for expenses related to these events and activities, consistent with the approved BEACON budget. For Food and Meals only reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated.

<sup>2</sup> "Travel Costs" are defined as reimbursement of authorized out-of-pocket expenses that are reasonably, actually, and necessarily incurred as a result of conducting BEACON business. If Contractor incurs Travel Costs while representing multiple clients, Contractor agrees BEACON shall not be responsible for all Travel Costs, but only for a pro rata share as determined based on the percentage of time allocable to BEACON. The reimbursement rate for hotel accommodations shall not exceed \$350 per night including all taxes and fees. BEACON and Contractor agree the following is **not** authorized unless pre-approved in writing by BEACON: Out-of-country travel, Private Aircraft Transportation, First Class airline travel, and Relocation.

**ITEM 5C**

**ATTACHMENT XI**

**Agreement with Santa Barbara County for Legal Services FY 24-25**

**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; and

**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, 2024 to and including June 30, 2025. 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 Counsel contract service rates established by the County effective during the term of the Agreement. The current rate is \$150.00.
  - 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 2024/2025 Agreement Costs.** Legal services costs for 2024/2025 are projected to be \$15,000.
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.

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, 2024.

**Attest:**  
Clerk of the Board  
Mona Miyasato  
County Executive Officer

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

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name: Steve Lavagnino  
Title: Chair, Board of Supervisors  
Date: \_\_\_\_\_

**Recommended for Approval:**  
Rachel Van Mullem  
County Counsel

**Approved as to Accounting Form:**  
Betsy Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_

**Approved as to Form:**  
Risk Management

By: \_\_\_\_\_  
Deputy

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto and effective as of July 1, 2024.

**BEACON, a California Joint Powers Agency**

By: \_\_\_\_\_  
Name: Vianey Lopez  
Title: Chair, BEACON  
Date: May 17, 2024

**Attest:**

*Marc Beyeler*

By: \_\_\_\_\_  
Name: Marc Beyeler  
Title: Executive Director



**ITEM 5C**

**ATTACHMENT XII**

**Agreement with Ventura County to Provide Accounting Services FY 24-25**

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO  
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 2024-25**

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, 2024, to and including June 30, 2025. 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.** 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 Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by internal exchange transaction.

Agreement To Provide Financial/Accounting Services To  
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2024-25

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4. Fiscal year 2024-25 Agreement Costs. Accounting services costs for FY2024-25 are not to exceed \$20,000 for accounting services identified in Section 2. 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 \$20,000 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, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

Agreement To Provide Financial/Accounting Services To  
Beach Erosion Authority For Clean Oceans And Nourishment – FY 2024-25

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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, 2024.

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

BEACON, a California Joint Powers  
Agency

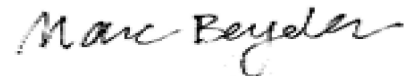
By:

Name: \_\_\_\_\_  
Jeffery S. Burgh  
Title: Auditor-Controller  
Date: \_\_\_\_\_

By:

Name: \_\_\_\_\_  
Vianey Lopez  
Title: Chair, BEACON  
Date: May 17, 2024

Attest:



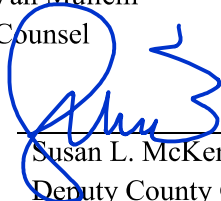
By:

Name: \_\_\_\_\_  
Marc Beyeler  
Title: Executive Director  
Date: May 17, 2024

Approved as to Form:

Rachel Van Mullem  
County Counsel

By:

  
Name: \_\_\_\_\_  
Susan L. McKenzie  
Title: Deputy County Counsel,  
Counsel for BEACON

**ITEM 5C**

**ATTACHMENT XIII**

**Agreement with Jenna Wisniewski to Provide Specialist Science Support  
Services FY 24-25**

## **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 Jenna Wisniewski, having a principal place of business at 1280 Kenwood Rd., Santa Barbara, CA 93109 (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 at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Jenna Wisniewski at phone number 720-879-2775 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  
                                  105 East Anapamu Street, Suite 201  
                                  Santa Barbara, Ca  
                                  Attention: Marc Beyeler

To CONTRACTOR: Jenna Wisniewski  
                                  1280 Kenwood Rd.  
                                  Santa Barbara, Ca 93109

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 July 1, 2024 and end performance upon completion, but no later than June 30, 2025 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 venturer, partner, or associate of BEACON. Furthermore, BEACON shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, BEACON shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a BEACON employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save BEACON harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the BEACON or to this Agreement.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to BEACON pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at BEACON's request

without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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



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

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

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

14. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BEACON shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section

8546.7). CONTRACTOR shall participate in any audits and review, whether by BEACON or the State, at no charge to BEACON.

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

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

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

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by

CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

- D. **Information and Reports.** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
  2. Cancellation, termination or suspension of the Agreement in whole or in part.

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

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

19. **TERMINATION.**

- A. **By BEACON.** BEACON may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part, whether for BEACON's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** BEACON may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by BEACON, wind down and cease its

services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on BEACON from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then BEACON will notify CONTRACTOR of such occurrence and BEACON may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, BEACON shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, BEACON may, at BEACON's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify BEACON as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Except where BEACON withholds payment pursuant to other terms of this Agreement, should BEACON fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by BEACON within thirty (30) days of written notice to BEACON of such late payment.
- C. **Upon termination,** CONTRACTOR shall deliver to BEACON all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as BEACON may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, BEACON shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to BEACON such financial information as in the judgment of BEACON is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by

CONTRACTOR, the decision of BEACON shall be final. The foregoing is cumulative and shall not affect any right or remedy which BEACON may have in law or equity.

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

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

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

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

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

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

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

27. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all BEACON, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this Agreement. The judgment of any

court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether BEACON is a party thereto or not, that CONTRACTOR has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between CONTRACTOR and BEACON.

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

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

30. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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

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

33. **SUSPENSION FOR CONVENIENCE.** BEACON may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 7 days. BEACON shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

*[This area left blank intentionally. Signatures on following page.]*

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

**CONTRACTOR  
JENNA WISNIEWSKI**

**THE BEACH EROSION AUTHORITY FOR  
CLEAN OCEANS AND NOURISHMENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Vianey Lopez,  
Chair  
Board of Directors

Date: May 17, 2024

**ATTEST:**


Marc Beyeler  
BEACON Executive Director



By: \_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Senior Deputy County Counsel  
BEACON Counsel

## EXHIBIT A

### Scope of Services for Science Support Services

CONTRACTOR shall complete the following:

1. Obtaining and Collecting Original Data
  - a. Information on current and on-going science and research initiatives within the Santa Barbara Littoral Cell
  - b. Information on the conditions of regional beaches (CoastSB)
  - c. Information on users and uses of regional beaches
  - d. Information detailing regional-level SLR adaptation actions
2. Developing Analysis Tools and Completing Data Analysis
  - a. Creating GIS Products
  - b. Creating data display tools, including charts, tables and spreadsheets
  - c. Provide recommendations for the use of the data to provide decision-support
3. Providing Science Program Support to Science Advisory Committee (SAC)
  - a. Participate in teleconference planning calls with BEACON Executive Staff and BEACON Science Advisory Committee (SAC) Co-Chairs
  - b. Assist in organizing the Managers-Scientist Annual Workshop 2024

CONTRACTOR will undertake the services jointly with BEACON staff, working close consultation and collaboration with BEACON staff and consultants.

Progress reports will evidence work completed on specific tasks during the invoice period.

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

*[This area left blank intentionally.]*



**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements unless otherwise described, up to but not to exceed **\$25,000**.
- B. 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.
- C. **Monthly**, CONTRACTOR shall submit to the BEACON Designated Representative an invoice for the service performed over the period specified. The BEACON Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. BEACON shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. 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.
- E. Payment for services shall be at a fully loaded rate that includes, but is not limited to, all overhead charges and indirect costs. The per hour rate shall not exceed \$85.00. Payment for reimbursement of direct costs shall be at cost.
- F. Any necessary travel costs will be reimbursed at actual cost. Travel must be approved by BEACON in advance. Travel costs shall be limited to \$500.00.

Incidental and regular expenses, including those listed below, shall be reimbursed under this Agreement. Other BEACON-related expenses incurred by the CONTRACTOR shall be reimbursed separately, consistent with the approved BEACON Budget.

Mileage <sup>1</sup>	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs, and Transportation <sup>1,2</sup>	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

<sup>1</sup> Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs<sup>2</sup>, registration fees, hotel accommodations, food and meals, and/or mileage (reimbursed at \$0.54 per mile) to and from such activities are not included under this Agreement. BEACON shall separately reimburse CONTRACTOR for expenses related to these events and activities, consistent with the approved BEACON budget. For Food and Meals only reimbursement rates set forth by the California Department of Human Resources, incorporated herein by reference, (available at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), as may be periodically updated.

<sup>2</sup> "Travel Costs" are defined as reimbursement of authorized out-of-pocket expenses that are reasonably, actually, and necessarily incurred as a result of conducting BEACON business. If CONTRACTOR incurs Travel Costs while representing multiple clients, CONTRACTOR agrees BEACON shall not be responsible for all Travel Costs, but only for a pro rata share as determined based on the percentage of time allocable to BEACON. The reimbursement rate for hotel accommodations shall not exceed \$350 per night including all taxes and fees. BEACON and CONTRACTOR agree the following is **not** authorized unless pre-approved in writing by BEACON: Out-of-country travel, Private Aircraft Transportation, First Class airline travel, and Relocation.

CONTRACTOR is responsible for providing all tools, vehicles, and equipment necessary to perform the services such as telephones, computers, printers, and computer software which are not subject to reimbursement under this Agreement. Any and all purchase of same, directly and exclusively for BEACON related activities, including specialized meeting, software, or internet or telecommunication services will be separately reimbursed at cost to the CONTRACTOR, consistent with the approved BEACON Budget.

*[This area left blank intentionally.]*

**EXHIBIT C**  
**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
**FOR PROFESSIONAL CONTRACTS**

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, his agents, representatives, employees or subcontractors.

**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 \$500,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$500,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, unless CONTRACTOR has completed a "Declaration Regarding California Workers' Compensation" which is attached hereto and incorporated by this reference.

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

**ITEM 5C**

**ATTACHMENT XIV**

**Agreement with California State University Channel Islands (CSUCI) to  
Provide Research and Technical Support FY 24-25**

**Memorandum of Understanding  
for the provision of technical and research  
services between  
the Beach Erosion Authority for Clean Oceans and  
Nourishment and  
California State University, Channel Islands.**

This **Memorandum of Understanding** is being entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON, located at 105 E. Anapamu St., Suite 201, Santa Barbara, CA 93101 and California State University, Channel Islands, hereinafter referred to as CSUCI, located at One University Drive, Camarillo, CA 93012. (referred to as “MOU”)

This MOU sets forth the terms and understanding between BEACON and the CSUCI regarding regional sediment management and regional climate adaptation science, technical and research support.

BACKGROUND

1. BEACON is a Joint Powers Authority representing the coastal interests of the counties of Santa Barbara and Ventura and the coastal cities Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme.
2. Among BEACON’s primary missions is to coordinate regional sediment management, provide for regional beach access, and coordinate regional Sea Level Rise (SLR) Adaptation and to provide technical and policy support to local governments to enhance the supply of sand onto beaches within the BEACON jurisdiction.
3. The CSUCI has been cooperating with BEACON for several years, providing periodic scientific and technical information updates to the BEACON Board.
4. CSUCI teaching and research staff have contributed to studies of the Santa Barbara Littoral Cell, in order to identify and quantify the pathways for nearshore sediment transport in Santa Barbara and Ventura Counties, with emphasis on critical regions of shoreline erosion.
5. CSUCI teaching and research staff have assisted in monitoring BEACON beaches for the past decade, most recently increasing its monitoring along the BEACON coast.

PURPOSE & RESPONSIBILITIES

This MOU defines the common interest of BEACON and CSUCI in using the best available science to inform regional sediment management, beach nourishment, regional beach access, coastal habitats restoration, and coastal SLR adaptation.

Science and Technical Support

This common interest will be accomplished by the following activities:

1. BEACON will provide funding to support development of scientific and technical information.
2. BEACON will work with the CSUCI to support and advance regional science supporting regional sediment management, regional beach access, and coastal climate adaptation.
3. The CSUCI staff will periodically report to BEACON on its most recent activities and any relevant information specifically addressing the Santa Barbara Littoral Cell region.
4. BEACON and CSUCI will work together, and with others, to further develop science and technical information

supporting regional sediment management and regional climate adaptation.

5. CSUCI will provide technical and research services described in Exhibit A, as attached hereto and incorporated by this reference. (referred to collectively as “Services”.)
6. CSUCI shall be responsible for overseeing and supporting the implementation of the Services and related activities and budget described in Exhibit A.

### DURATION

1. This MOU may be amended or modified by mutual consent of BEACON and CSUCI.
2. This MOU shall become effective upon signature by BEACON and CSUCI and will remain in effect until amended, modified or terminated by BEACON or CSUCI.
3. Unless otherwise amended this MOU shall end June 30, 2025.

### 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 MOU. 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 MOU.

### GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR; TAXES
  - A. NOT AN EMPLOYEE: Regardless of any functional title or work description, CSUCI is performing Service as an independent contractor and not an employee of BEACON.
  - B. NO BENEFITS: CSUCI shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers’ compensation and health insurance. CSUCI shall provide evidence of general liability insurance prior to starting beginning work under this MOU.
  - C. TAXES: CSUCI 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 CSUCI.
2. TERMINATION. Either party may terminate this MOU for convenience on 30 days prior written notice. Additionally, CSUCI may terminate this MOU immediately, without prior notice, where CSUCI determines, in its discretion, that the Project or the Project’s implementation adversely affects participating students.
3. GOVERNING LAW. The validity, interpretation, and performance of this MOU shall be determined according to the laws of the State of California.

4. NOTICES. All notices required or permitted by this MOU shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

BEACON:  
Attention: Marc Beyeler  
ADDRESS: 105 E. Anapamu St., Ste 201

CITY: Santa Barbara  
STATE: CA  
ZIP: 93101  
TEL: 510-316-6095  
EMAIL: beyeler@beacon.ca.gov

CSUCI:  
Attention: Fable Mangold  
ADDRESS: One University Drive,  
Maderna Hall 1308  
CITY: Camarillo  
STATE: CA  
ZIP: 93012  
TEL: 805-437-3960  
EMAIL: [fable.mangold@csuci.edu](mailto:fable.mangold@csuci.edu)

5. AMENDMENT. Except as otherwise provided herein, this MOU may be modified or amended only in writing and with the written consent of both Parties.
6. SEVERABILITY. If any provision of this MOU, 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 MOU.
7. ENTIRETY OF MOU. This MOU constitutes the entire MOU between the Parties relating to the specific subject of this MOU and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.
8. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to either Party 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.
9. EXECUTION OF COUNTERPARTS. This MOU 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.
10. SURVIVAL. All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.
11. RECORDS, AUDITS, AND REVIEW. CSUCI shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CSUCI '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 CSUCI 's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CSUCI 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). CSUCI shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.
12. HEADINGS. Section headings used herein are inserted for convenience only and are not part of this Agreement.
13. SIGNATURES. The signatories hereto represent that they have the authority to enter into this MOU, and do

hereby enter into this MOU on behalf of their agencies for whom they sign.

IN WITNESS WHEREOF, the parties hereto have executed this MOU to be effective when executed by both parties:

CALIFORNIA STATE UNIVERSITY,  
CHANNEL ISLANDS (CSUCI)

BEACON

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Barbara Rex

Name: Vianey Lopez

Title: Associate Vice President for Budget and  
Planning and Interim CFO, CSU  
Channel Islands

Title: Chair, BEACON Board of Directors

Date: \_\_\_\_\_

Date: May 17, 2024

**Approved as to Form:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_

Susan L. McKenzie  
Senior Deputy County Counsel,  
Counsel for BEACON

*[This area intentionally left blank.]*



## **Exhibit A Services and Budget**

### Services

CSUCI shall complete the following:

1. Obtaining and Collecting Original and Existing Data
  - a. Historic Dredging Information from Regional Harbors
  - b. Historic Information on Beach Nourishment Activities
  - c. Recent History of Emergency and Regular Beach and Marine Sediment Deposition
  - d. Information on the conditions of regional beaches
  - e. Information on users and uses of regional beaches
  - f. Information detailing regional-level SLR adaptation actions addressing threats to regional beaches
2. Analyzing Data
  - a. Creating data display tools, including charts, tables and spreadsheets
  - b. Creating GIS Maps and Graphs
  - c. Provide recommendations for the use of the data to provide decision-support
3. Providing Summary Memos, Reports, and Presentations
  - a. Providing summary research and technical information
  - b. Providing research memos and periodic updates of the results of research as appropriate.
  - c. Providing periodic presentations to the BEACON Board of Directors and the BEACON Science Advisory Committee
4. For 24-25 contract year, this agreement includes three priority activities:
  - a. Providing assistance to BEACON executive and program staff in developing methods of analysis for geo-referenced mobility data from cell phone devices;
  - b. Providing assistance to BEACON executive and program staff in developing a Scope of Work for a Climate and Sea Level Rise update to the BEACON Coastal Regional Sediment Management Plan, focused on an analysis of changes in sediment sources, transport and fate, and forecasted changes in sub-littoral conditions; and
  - c. Providing assistance to BEACON executive and program staff in developing GIS and data storage, retrieval, and access protocols and options for information and data services at BEACON.

CSUCI will undertake the services jointly with BEACON staff, working close consultation and collaboration with BEACON staff and consultants.

### Budget

For CSUCI Services to be rendered under this MOU CSUCI shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$10,000.00 (Ten thousand dollars).

Payment for Services and /or reimbursement of costs shall be made upon CSUCI's satisfactory performance, based upon the scope and methodology contained in the MOU and Services as determined by BEACON. Payment for Services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and charges for personnel.

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 CSUCI to correct such work or billings or seek any other legal remedy.

BEACON shall reimburse CSUCI for expenses related to the performance of Services described in this MOU. BEACON shall approve any changes to the approved budget in writing through an Amendment to this MOU. The budget for the above Services shall be billed monthly on an hourly cost reimbursement basis. Progress reports will evidence work completed on specific tasks during the invoice period. Administrative overhead costs will be limited to a percentage not to exceed twenty-five (25) percent of direct costs.

Any necessary travel costs will be reimbursed at actual cost. Travel must be approved, in writing, and by BEACON in advance. Travel costs shall be limited to \$250.00.



A California Joint Powers Agency

**Member Agencies**

Monica Solorzano  
City of Carpinteria

Kyle Richards, Vice-Chair  
City of Goleta

Gabe Teran  
City of Oxnard

Steven Gama  
City of Port Hueneme

Doug Halter  
City of San Buenaventura

Eric Friedman  
City of Santa Barbara

Laura Capps  
Das Williams  
County of Santa Barbara

Vianey Lopez, Chair  
Matt LaVere  
County of Ventura

**Executive Director**  
Marc Beyeler

**Santa Barbara Address:**  
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>

**STAFF REPORT**

**Meeting Date: May 17, 2024**  
**Agenda Item: 6**

**To: BEACON Board of Directors**  
**From: Executive Director**  
**Date: May 10, 2024**

**Subject: 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 July 2024, Meeting Agenda:

- A. Presentation-Regional Sediment Management (RSM) and Sea Level Rise (SLR) Adaptation Planning Initiatives
- B. Project Updates
- C. Budget Planning Update