



A California Joint Powers Agency

**Member Agency
Representatives**

Julia Mayer
City of Carpinteria

James Kyriaco
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
Roy Lee
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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105 East Anapamu, Suite 201
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501 Poli St.
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NOTICE SPECIAL MEETING

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON) February 28, 2025

NOTICE IS HEREBY GIVEN of a **SPECIAL 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: Friday, February 28, 2025

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**

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/85367426957?pwd=BcqGFWBKVU3TdWiPXreFFg04bAjaEi.1>

Meeting ID: [853 6742 6957](#)
Passcode: [059498](#)



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: [853 6742 6957](tel:85367426957) and Passcode: [059498](tel:059498).

3. If you wish to make a general public comment or to comment on a specific agenda, the following methods are available:
 - a. Distribution to the Board. Submit comments via email to Staff@Beacon.ca.gov prior to 5:00 p.m. on Wednesday, February 26, 2025, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Wednesday, February 26, 2025. Your comment will be placed into the record and distributed appropriately.
 - b. Read into the record at the meeting. Submit comments of 250 words, or less, via email to Staff@BEACON.ca.gov prior to 5:00 p.m. on Wednesday, February 26, 2025 prior to the Board meeting. Please indicate if you would like to make a general public comment, a comment on a specific agenda item, or both. Please state in your email, or mail, if you would like the comment "read into the record." Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments timely received on an agenda item will be placed into the record and distributed accordingly.
 - c. By Zoom. Log onto Zoom as described above. The meeting will be controlled by the BEACON Chair. 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

Items 1B and 1C 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.

- A. Call to Order, Roll Call and Introductions—Chair
- B. Approval of Agenda and Filing of Certificate of Agenda Posting.
- C. Consideration and Approval of Minutes of the BEACON Meeting held on December 19, 2024. (Exhibit 1).



D. Election of BEACON Officers

Recommended Action:

Elect a Chair and Vice-Chair to serve a two-year term for calendar years 2025 and 2026. (Attachment 1).

E. Appointment of BEACON Executive Committee Membership

Recommended Action:

Consider appointments to the BEACON Executive Committee for a period from January 2025 through January 2027. (Attachment 1).

2. Public Comment and Other Matters not on the Agenda

3. Presentations -

Carpinteria Shoreline Master Plan

Receive a presentation from Erin Maker, Environmental Program Manager, City of Carpinteria, on the City's Living Shoreline Project.

4. Projects

Santa Barbara County Debris Basin Modification Project

Receive a presentation from Staff on the recently completed Santa Barbara County Debris Basins Modification Project.

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. BEACON Budget Action and Financial Reports

No Actions:

C. BEACON Contracts and Agreements

Recommended Actions:

- i. Approve and authorize the Chair to execute an Amendment (Amendment No. 1) to the Agreement with the University of Washington for the Southern California Cell Phone Data Project, extending the period of performance from June 30, 2025 to December 31, 2025 consistent with the approved scope of work and without a change in the grant amount of \$180,000.00 provided by The Bay Foundation. (Attachment 1).
- ii. Approve and authorize the Chair to execute an Amendment (Amendment No. 2) to the Agreement with California State University Channel Islands (CSUCI) for the Southern California cell Phone Data Project to extend the period of performance from June 30, 2025 to December 31, 2025 consistent with the approved work scope and without a change in the grant amount of \$72,248.00 provided by The Bay Foundation (Attachment II).



- iii. Approve and authorize the Chair to execute an Agreement with Stacy Miller Public Relations to assist BEACON staff in developing communication materials and in organizing and organizational and strategic planning services with a period of performance from March 1, 2025, to June 30, 2025, for a total amount not to exceed \$17,500.00. (Attachment III).
- iv. Approve and authorize the receipt of a \$10,000.00 donation from Santa Barbara County to support the BEACON Kelp Anchor Demonstration Project in Goleta Bay.

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.

March 2025 Meeting Agenda:

- A. Project Updates
- B. Budget and Financial Actions
 - i. Consider Staff Recommendation on Member Dues (Requires 10/10)
 - ii. Receive and review Draft Beacon Budget for Fiscal Year 2025-2026

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.



A California Joint Powers Agency

Member Agencies

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City of Carpinteria

James Kyriaco
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STAFF REPORT

Meeting Date: February 28, 2025
Agenda Item: 1B-C

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

Subject: Administrative Items

RECOMMENDED ACTIONS:

- B. Approval of Agenda and Filing of Certificate of Agenda Posting.
- C. Consideration and Approval of Minutes of the BEACON Meeting held on December 19, 2024. (Exhibit 1).

ITEM 1C – Approval of Minutes

EXHIBIT 1

Minutes from December 19, 2024, Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, December 19, 2024

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions – Vice Chair, Kyle Richards
Minutes/ Actions:		<p>Members Present:</p> <ul style="list-style-type: none"> • Vianey Lopez (County of Ventura) • Das Williams (County of Santa Barbara) • James Kyriaco (City of Goleta) • Monica Solórzano (City of Carpinteria) • Gabe Teran, (City of Oxnard) • Steven Gama (City of Port Hueneme) <p>Members Not Present:</p> <ul style="list-style-type: none"> • Laura Capps (County of Santa Barbara) • Matt LaVere (County of Ventura) • Eric Friedman (City of Santa Barbara) • Doug Halter (City of Ventura)
Item	1B - C	<p>Approval of Administrative Items</p> <p>B. Approval of Agenda and Filing of Certificate of Agenda Posting.</p> <p>C. Consideration and Approval of Minutes of the BEACON Meeting held on July 19, 2024.</p>
Minutes/ Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve Administrative Agenda. Moved by Solorzano / Second by Gama. Unanimously approved.</p>

Item	1D	Approval of Administrative Items
		D. Adopt Resolutions of Appreciation and Thanks for BEACON Board Members Das Williams and Kyle Richards.
Minutes/ Actions:		<p>Resolution for Member Das Williams was read out by Chair Lopez.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Member Gama thanked Das Williams. He has an impressive background and an amazing diversity of experience. What he has accomplished was not easy and his connection with the community is outstanding. • Member Kyriaco thanked Das Williams for his service. Mr. Kyriaco indicated he has known Das for many years and Das has accomplished so much to protect the natural environment. Specifically, for BEACON Das has been heavily involved in helping Goleta Beach and the Santa Barbara County Debris Basin Project. • Member Richards indicated that he first met Das when Member Richards was Director of LGBTQ at UCSB and had asked then City of SB Council Member Das Williams, to join an even. His presence was so important and elevated the event. Das has always had

BEACON BOARD OF DIRECTORS' MEETING MINUTES

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the highest integrity and has always provided great support for coastal projects including the kelp anchor projects, Goleta Beach, and the coastline at Isle Vista. Member Richards added that he served with Das on the Central Coastal Community Energy Board and has always learned so much from him and was very grateful.

- Member Teran thanked Das Williams for serving BEACON, the City of SB and the State. He thanked Das for all of his work and service.
- Chair Lopez indicated that she remembers the first time she spoke to the then Assembly Member Williams. She was working in Santa Barbara at the time on an immigration issue, and received an unsolicited phone call from Das and he expressed his support, which made a huge difference to know she was being heard. Chair Lopez expressed her appreciation for the service Das have given to the community and his leadership in how to help our community.
- Member William stated that it had been an honor to hear these words and pass the resolution and to have had the opportunity to serve with his fellow BEACON members. He indicated that it is harder to do the work we do now days. Hi indicated he has a lot of respect for the BEACON members and knows they will continue the very important work of Joint Agencies, that is vital to the community. Member Williams expressed his hope that BEACON turns up the heat. If we only use grant funds to deliver our projects, it is challenging. Member Williams indicated that on his way out the door, he got together with Kyle Richards to provide \$10,000 from the County and \$5,000 from the City of Goleta, to contribute to the Kelp Anchor Project. Mr. Williams stated that maybe he'll volunteer to install the octo-condo as part of the Kelp Anchor Project. The BEACON organization has the ability to make a difference. We vote every day on what kind of world we want to live in.

Public Comments:

- None.

Motion to approve Resolution. Moved by Kyriaco / Second by Gama. Unanimously approved.

Resolution for Member Kyle Richards was read out by Chair Lopez.

Board Members Comments:

- Member Solorzano stated that she had been very lucky to work with Kyle Richards on a few occasions; first when he was an elected official and Member Solorzano was a staff member in Government and Community Relations at UCSB, and then in the Academic Senate at UCSB as a colleague, and finally as a fellow Council member. He has always been an amazing role model in those areas, and he showed me how one could balance family and work and inspired me to become a Council member in Carpinteria. Member Solorzano thanked Kyle for all that he has done.
- Kyriaco stated that he had already said goodbye to Kyle Richards at the Goleta Council Meeting earlier in the week, and was not going to repeat himself, but wanted to say how

BEACON BOARD OF DIRECTORS' MEETING MINUTES

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	<p>dedicated Kyle was in supporting BEACON and giving 100% all the time.</p> <ul style="list-style-type: none"> • Member Williams stated that it had been a pleasure to serve with Kyle Richards. Kyle has the temperament and spirit to take on public services because of his strength and patience and that these are vital characteristics in successfully connecting with people. Kyle is going to be taking on hard challenges in his new role on the SBCC Board, but one that he is perfectly qualified to take on. • Member Gama stated that what he most admired about Kyle Richards is that while he is passionate, he always comes across as very calm and level-headed. Member Gama also stated that he was impressed with all the different projects Kyle has been involved with. Member Gama indicated that Kyle should be very proud of what he was leaving behind at BEACON and that the City of Goleta is better off because of Kyle. Member Gama added that he loves that Kyle is going to be a trustee on the Board SBCC, and that Kyle can now look out at the ocean and realize that he helped make it better. • Chair Lopez stated that it was a pleasure working alongside Vice Chair Richards. There were a few times when she was not able to make a BEACON meeting, and Kyle was always able to step in. Chair Lopez added that she has always appreciated the thoughtfulness that Kyle approached the BEACON work, and she also will be keeping an eye on Kyle’s progress on the SBCC Board. • Member Richards thanked everyone for their kind comments and the sentiments expressed. He indicated that it had been a pleasure to serve on the BEACON Board and indicated he had learned a lot of new things from a littoral cell to octo-columns, to debris basins. Member Richards also thanked the BEACON Staff and all the work they accomplish day in and day out. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve Resolution. Moved by Solorzano / Second by Kyriaco. Unanimously approved.</p>
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Item	2	Public Comment and Other Matters not on the Agenda Receive public comments.
Minutes/ Actions:		<p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.

Item	3	BEACON Board Visioning Discussion Session Review. Receive presentations from Mr. Andrew Raaf, Environmental Manager, Santa Barbara County Flood Control District, on the District’s ‘Smart Beaches’ Nourishment Program, and Erin Maker, Environmental Program Manager, City
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

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	<p>of Carpinteria, on the City’s Living Shoreline Project. Both projects are in coordination with the Coastal Conservancy.</p>
<p>Minutes/ Actions:</p>	<p>Executive Director Beyeler indicated that we have Andrew Raaf, Environmental Manager for Santa Barbara County Flood Control, online to make a presentation. Mr. Beyeler indicated that they had also agendized a presentation from City of Carpinteria Environmental Program Manager, Erin Maker, but unfortunately, Erin is unwell today and unable to attend. However, Mr. Raaf will proceed with a presentation on the Flood Controls BeachSMART Project.</p> <p>The presentation by Andrew Raaf on BeachSMART is available on the BEACON Website.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Member Gama asked where the Santa Monica Debris Basin is? • Andrew Raaf responded that the Santa Monica Debris Basin is just outside of Carpinteria. • Member Solorzano asked what kind of community outreach was envisioned? One of the biggest challenges is the local communities understanding of the beach nourishment effort. • Andrew Raaf indicated that the Flood Control District is made up of scientists, engineers and biologists, and that community outreach is not necessarily in its wheelhouse. Therefore, the outreach effort will be led by a consultant team and one of the first deliverables will be to layout a three to four year outreach campaign. This effort will include direct coordination with the member agencies and BEACON staff. • Member Kyriaco asked if part of the scope is to identify ways to have more frequent beach nourishments at say Goleta Beach and that the material would be more sand? • Andrew Raaf responded that conceptually yes, but there is not a stated goal to have more nourishment events. The stated goal is to gather data regarding the historic emergency nourishment operations and the lessons learned and determine how we could do better in the future. To allow routine basin clean-out to be delivered to beaches is a stated goal, but what that means on the ground is too early to tell because we need to go through community outreach and feasibility analysis. • Member Kyriaco indicated that outreach and community communication is crucial. There will be community members who believe that only beach quality sand should be placed on the beach and communicating the science of beach nourishment will be critical. • Member Williams indicated that it is a great question and this is why there has not been a successful programmatic nourishment program in the State. There needs to be scientific information education on the natural process of beach nourishment and how that aligns with what Flood Control intends under the BeachSMART project. A nuance in delivering nourishment that would mimic the natural processes even better if the nourishment could be done in pulses. • Member Kyriaco indicated that timing is important in terms of the necessity for debris basin clean out and the nourishment of beaches. • Member Gama agreed that messaging is critical. Debris clean out is the wrong term, it

BEACON BOARD OF DIRECTORS' MEETING MINUTES

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	<p>should be sediment cleanout. Every mountain wants to become a beach. We have to make this same argument every two years when we go to DC to get federal funding for the Channel Island Harbor dredging.</p> <ul style="list-style-type: none"> • Andrew Raaf indicated that the project will commence in spring 2025. • Chair Lopez thanked Mr. Raaf. <p>Public Comments: None.</p>
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Item	5A	BEACON Organization and Program Board Members Reports
Minutes/ Actions:		<ul style="list-style-type: none"> • Member Gama reported that they are mobilizing for the 2024 dredge project. We are not going to get the full allotment, currently at 1.6M CY. But hope we will get more. We have a messaging problem with the Federal Government. <p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None.

Item	5B	2025 BEACON Meeting Schedule
Minutes/ Actions:		<p>Executive Director Marc Beyeler indicated that BEACON generally meets every other month on the 3rd Friday of the month at the City of Carpinteria Council Chambers. Members can join the meeting in person or remotely by ZOOM, so long as the remote location(s) are correctly noticed and reflected in the Board Agenda. Remote members can vote on items on the agenda, so long as a majority are located within the two counties of Santa Barbara and Ventura. Staff are proposing the 3rd Friday tradition schedule. There is one change in the 2025 schedule, such that the January 2025 meeting is on the 4th Friday. We do this to ensure all of the member jurisdiction appointments to BEACON are made before the first meeting of the year. If there are meeting date conflicts, we ask that Board Members bring this up now.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • None. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve motion. Moved by Gama / Second by Kyriaco. Unanimously approved.</p>

Item	5C	BEACON Budget Review i. Receive a Staff Report on BEACON Budgeting; and
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, December 19, 2024

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		<p>ii. Direct Staff to include a range of dues and budget options in Fiscal Year 2025-26 Draft Budget for future Board consideration</p>
Minutes/ Actions:	<p>Executive Director Marc Beyeler indicated that there are two recommended actions today: one to receive the Staff Report and directing the staff to include a range of dues and options to include in the draft budget in March 2025.</p> <p>Mr. Beyeler provided a Power Point presentation which is available on the BEACON Website.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • Member Solorzano requested that for the City of Carpinteria, she would like to see a one-page summary describing how BEACON projects benefit the City. • Member Teran stated that given the additional funding would go towards additional 1099 staff funding, he would like to see a scope of work for these additional services and estimated hours. Also, Member Teran indicated that it would be helpful to see an outreach and communication plan that can inform the public on how BEACON dues are being expended. • Member Kyriaco asked how the dues rates got to where they are today - what was the organizing principal? • Executive Director responded that there are three categories for dues; Counties, big cities and small cities. This arrangement was established at the beginning of BEACON and has not been modified. It was originally population based and admittedly, the populations have changed somewhat. The dues for the Counties and the big cities are converging. The BEACON projects are pretty balanced in terms of distribution across the BEACON jurisdictions. • Member Gama indicated he would gladly support the 50% increase especially if BEACON can function as the federal lobbyist. That said, Member Gama indicated he would be flexible and support the unanimous path forward. • Chair Lopez indicated that the recommendation is to receive the staff report and bring it back in March to the Board for future consideration. <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve motion. Moved by Solarzano / Second by Gama. Unanimously approved.</p>	

Item	5D	<p>BEACON Contract and Agreements</p> <p>i. Approve and authorize the Chair to execute an Agreement with Dorothy Horn to provide professional data and Geographic Information Systems (GIS) professional services with a term of December 19, 2024, to June 30, 2025, in an amount not to exceed \$21,600 (Attachment 1).</p>
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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, December 19, 2024

TIME: 9:00 AM

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		<p>ii. Approve, authorize, and ratify Amendment No. 1 to the Agreement with Integral Consulting Inc. to extend the term an additional 6 months with a revised end date of March 31, 2025, with no change in the Scope of Work or the amount of the original agreement which totals \$50,000 (Attachment 2).</p>
<p>Minutes/ Actions:</p>		<p>Executive Director Beyeler explained that BEACON operates with a set of consultants that best fit the needs of BEACON. One is for Dorothy Horn, who has already been working through CSUCI on BEACON projects. Dorothy is a GIS specialist and due to constraints at CSUCI, we have the contract with her directly through June of 2025.</p> <p>The second item is to extend the schedule for our agreement with Integral for the governance and integrated regional sediment management study.</p> <p>Board Members Comments:</p> <ul style="list-style-type: none"> • None <p>Public Comments:</p> <ul style="list-style-type: none"> • None. <p>Motion to approve all items. Moved by Gama / Second by Kyriaco. Unanimously approved.</p>
<p>Item</p>	<p>6</p>	<p>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.</p>
<p>Minutes/ Actions:</p>		<ul style="list-style-type: none"> • No discussion.

The next Board Meeting will be held on January 24, 2025, 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: February 28, 2025
Agenda Item: 1D

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

Subject: Election of Officers

RECOMMENDED ACTION:

Elect a Chair and a Vice-Chair to serve a two-year term for calendar years 2025 and 2026.

DISCUSSION:

The BEACON By-laws specify that the Election of Officers, Chair and Vice-Chair, shall be held every other calendar year, elected by a majority vote of a quorum present at the first meeting of a calendar year.

In 2020 the BEACON Board approved a change in the Bylaws to allow for a term of two years. The last election of Officers was held in January 2023. The two-year terms of the current Chair and Vice-Chair are now up.

The current Chair is Ventura County Supervisor Vianey Lopez. The current Vice-Chair position is vacant (was Kyle Richards, Goleta City Council). Traditionally, the Chair and Vice—Chair have alternated between representatives from Ventura and Santa Barbara counties member agencies. In addition, it has been a tradition that the Vice-Chair becomes the Chair at the election of officers.

Attachment 1:

Election of BEACON Officers, 2010-2023, and Excerpt from BEACON Bylaws - Election of Officers.

ITEM 1D – Election of BEACON Officers

ATTACHMENT 1

BEACON Bylaws Excerpt and History of BEACON Officers 2010 - 2023

BEACON Bylaws (excerpt)

ARTICLE III

Membership and Organization

Section 3: Officers

1. Election of Officers shall be held every other calendar year, or upon resignation of an officer.
2. There shall be a Chair and Vice Chair.
3. All Officers shall be elected for a term of two years and shall serve until their successors are elected. Officers shall begin their term of office immediately following election.
4. Officers shall be nominated from the floor of the Board of Directors and elected by a majority vote of a quorum present at the first meeting of a calendar year.

History of BEACON Officers, 2010 - 2023

January 2023

Vianey Lopez, Chair
Kyle Richards, Vice-Chair

December 2022

Laura Capps, Chair (for Greg Hart)
Vianey Lopez, Vice-Chair (for Carmen Ramirez)

January 2021

(March 2020 Bylaws changed to formally reflect a two-year term of Officers)

Gregg Hart, Chair
Carmen Ramirez, Vice-Chair

2019

Gregg Hart, Chair
Christy Weir, Vice-Chair

2017

Jon Sharkey, Chair
Gregg Hart, Vice-Chair

2015

Janet Wolf, Chair
Jon Sharkey, Vice-Chair

2012

John Zaragoza, Chair
Janet Wolf, Vice-Chair

2010

Salud Carbajal, Chair
John Zaragoza, Vice-Chair



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Email:
Staff@Beacon.ca.gov

Website:

Staff Report

Meeting Date: February 28, 2025

Agenda Item: 1E

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

Subject: Appointment of the BEACON EXECUTIVE COMMITTEE (2025-2026)

RECOMMENDED ACTION:

Confirm the following Chair's appointments to the BEACON Executive Committee for calendar years 2025 and 2026: the Past Chair, the Current Chair, the Current Vice Chair, one member from the Ventura County area member agencies, and one member from the Santa Barbara County area member agencies.

DISCUSSION:

According to the Executive Committee Bylaws, the Executive Committee shall consist of a minimum of 3 members and up to a maximum of 5 members from the BEACON Board of Directors which are designated as follows:

- The Past Chair;
- The Current Chair;
- The Current Vice Chair;
- One member from the Ventura County area member agencies; and
- One member from the Santa Barbara County area member agencies.

On January 20, 2023, the BEACON Board confirmed the appointments to the BEACON Executive Committee for a term of 2 years. The current terms of the members of the Executive Committee have expired so new Executive Committee membership is needed. Staff is recommending the BEACON Board confirm the Chair's appointments, described above, to the Executive Committee for a term of 2 years for calendar years 2025 and 2026.

Attachment 1: 2023-2024 Executive Committee Roster

ITEM 1E – Appointment of BEACON Executive Committee Membership

ATTACHMENT 1

2023 - 2024 BEACON Executive Committee Roster



**BEACON EXECUTIVE COMMITTEE
2025-2026**

(Adopted by the BEACON Board of Directors February 28, 2025)

2023-2024 Membership Roster

BEACON Chair, Vianey Lopez, Ventura County Supervisor

BEACON Vice-Chair, (Currently Vacant; Kyle Richards, City of Goleta, 12-24

BEACON Board Member, Currently Eric Friedman, Santa Barbara City Councilmember

BEACON Board Member, Currently Steven Gama, Port Hueneme City Councilmember

Immediate Past Chair, Currently Board Member Laura Capps, Santa Barbara County Supervisor



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
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
Roy Lee
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: February 28, 2025
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
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
Roy Lee
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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Ventura Address:
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P.O. Box 99
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Email:
Staff@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: February 28, 2025
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

Subject: Presentations

RECOMMENDED ACTION:

Receive presentation Erin Maker, Environmental Program Manager, City of Carpinteria, on the City's Living Shoreline Project, a project in partnership with the Coastal Conservancy.



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
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
Roy Lee
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
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P.O. Box 99
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Email:
Staff@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: February 28, 2025
Agenda Item: 4

To: BEACON Board of Directors
From: Program Manager
Date: February 21, 2025

Subject: Presentations

RECOMMENDED ACTION:

Receive a presentation from Staff on the recently completed Santa Barbara County Debris Basins Modification Project.



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
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
Roy Lee
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

Santa Barbara Address:
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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: February 28, 2025
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

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 Agency
Representatives**

Julia Mayer
City of Carpinteria

James Kyriaco
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
Roy Lee
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

Santa Barbara Address:
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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: February 28, 2025
Agenda Item: 5C

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

Grant Project Agreement Amendments

- i. Approve and authorize the Chair to execute an Amendment (Amendment No. 1) to the Agreement with the University of Washington for the Southern California Cell Phone Data Project, extending the period of performance six months from June 30, 2025 to December 31, 2025 consistent with the approved scope of work and without a change in the grant amount of \$180,000.00 provided by The Bay Foundation (Attachment 1).
- ii. Approve and authorize the Chair to execute an Amendment (Amendment No. 2) to the Agreement with California State University Channel Islands (CSUCI) for the Southern California cell Phone Data Project to extend the period of performance from June 30, 2025 to December 31, 2025 consistent with the approved work scope and without a change in the grant amount of \$72,248 provided by The Bay Foundation (Attachment II).
- iii. Approve and authorize the Chair to execute an Agreement with Stacy Miller Public Relations to assist BEACON staff in developing communication materials and in organizational and strategic planning services with a period of performance from March 1, 2025 to June 30, 2025 for a total amount not to exceed \$17,500. (Attachment III).
- iv. Approve and authorize the receipt of a \$10,000 donation from Santa Barbara County to support the BEACON Kelp Anchor Demonstration Project in Goleta Bay.

DISCUSSION:

Grant Project Agreement Amendments

BEACON receives various grant funds to undertake research and to support its science activities. Staff is presenting consultant and professional services agreement to support BEACON in its science planning and planning for regional sediment management and Sea Level Rise adaptation. BEACON is



currently involved in projects to address improvements in beach access planning, regional monitoring, ecological assessment and expanded regional monitoring for climate adaptation.

Southern California Cell Phone Data Project

The two amendments to the agreements with Outdoor R&D and CSUCI, ESRM provide for an extension in time only and no change in scope or in budget for the agreements. The research partners assist BEACON in developing up-to-date beach user information and data to support improved beach management and preservation. Both Outdoor R&D and 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. The two partnerships assist BEACON in acquiring and analyzing large-scale mobility data from cell phone derived-location information in order to develop new sources and new methods to identify beach use patterns and beach user information in southern California focused on coastal areas in Ventura County and southern California serving local and regional visitors. The grant services agreements assist BEACON in analyzing large-scale mobility data from cell phone derived-location information in combination with traditional on-the-ground beach use counts and surveys to identify beach use patterns and collect up-to-date beach user information for southern California.

Professional Services Agreement for Communications

The proposed agreement with Stacy Miller Public Affairs will provide assistance to Beacon Staff in developing up-to-date communications materials and assist Beacon staff in providing organizational and strategic planning services to Beacon. Stacy Miller has provided assistance to Beacon staff and board in the past year in undertaking public discussions and deliberations regarding the future of Beacon actions and priority projects and programs.

Donation to Beacon for Kelp Anchor Project

The Board of Supervisors for Santa Barbara County approved a donation to Beacon to support the Goleta Bay Kelp Anchor Project, a long-standing priority for Beacon. In 2014 BEACON secured permitting as the lead agency in delivering an innovative project to demonstrate a method to re-establish kelp in Goleta Bay. The method was developed by Mr. Bob Kiel of the Seattle Aquarium. The system creates a hard structure "hold-down" within the sand seabed for kelp spores to attach and kelp plants to grow. Between 2015 and 2016, the project was installed, and the system has shown great success in establishing new kelp growth. In 2017 BEACON secured an extension to the State Lands Commission Lease for the project for an additional five years. In 2018, modified versions of the granite anchors were installed which proved even more successful in sustaining kelp growth. The donation will support on-going restoration activities, including additional installment of kelp growing concrete 'octocondos.' Staff is recommending the Board accept the donation and authorize staff to deposit the funds into the Beacon account.

ITEM 5C - BEACON Contracts and Agreements

ATTACHMENT I

**Cell Phone Data Project – Amendment 1 to Agreement with University of
Washington**

**Amendment No. 1
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
University of Washington**

THE AGREEMENT (hereafter, "Agreement") made on September 20, 2024 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and University of Washington (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 1") as follows:

Section 4. Term is deleted in its entirety and replaced with:

4. **TERM.** CONTRACTOR shall commence performance on September 20, 2024 and end performance upon completion, but no later than December 31, 2025 unless otherwise directed by BEACON or unless earlier terminated.

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.

[Signatures on following page.]

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of February 28, 2025.

CONTRACTOR:
University of Washington

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

By: _____
Authorized Representative

By: _____
Chair
Board of Directors

Name: _____

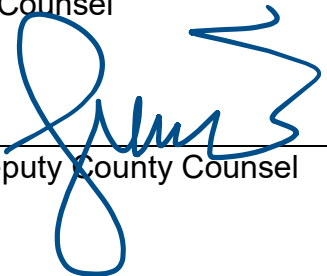
Title: _____

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

ITEM 5C - Contracts and Agreements
ATTACHMENT II

Cell Phone Data Project – Amendment 2 to Agreement with CSUCI

Amendment No. 2
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
California State University Channel Islands-CSUCI

THE AGREEMENT (hereafter, "Agreement") made on May 17, 2024 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and CSUCI (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, is hereby amended ("Amendment No. 2") as follows:

Section 4. Term is deleted in its entirety and replaced with:

4. **TERM.** CONTRACTOR shall commence performance on May 21, 2024 and end performance upon completion, but no later than December 31, 2025 unless otherwise directed by BEACON or unless earlier terminated

Ratifications. The terms and provisions set forth in this Amendment No. 2 shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Amendment No. 1. The terms and provisions of the Agreement and Amendment No. 1, except as expressly modified and superseded by this Amendment No. 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. 2 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

[Signatures on following page.]

IN WITNESS WHEREOF, this Amendment was executed by the Parties hereto and shall be effective as of February 28, 2025.

CONTRACTOR:
CSUCI

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

By: _____
Authorized Representative

By: _____
Chair
Board of Directors

Name: _____

Title: _____

Date: _____

ATTEST:

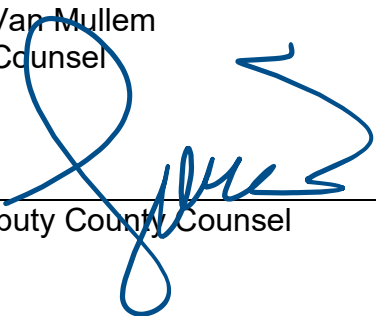
Marc Beyeler
BEACON Executive Director
Clerk of the Board

By: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel



ITEM 5C - Contracts and Agreements

ATTACHMENT III

Agreement with Stacy Miller Public Relations

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 Stacy Miller Public Affairs having its principal place of business at 1237 S. Victoria Ave., Suite 501, Oxnard, CA 93035-1292 (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. Stacy Miller at phone number (818) 402-5806 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 93103
Attention: Marc Beyeler

To CONTRACTOR: Stacy Miller
1237 S. Victoria Ave., Suite 501
Oxnard, CA 93035-1292
818-402-5806

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 February 28, 2025 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 90 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 have executed this Agreement to be effective on the date when fully executed by both parties.

ATTEST:

Marc Beyeler
Executive Director
BEACON

By: _____

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

By: _____

Chair
Board of Directors, BEACON

Date: _____

CONTRACTOR:

Stacy Miller Public Affairs

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Deputy County Counsel

EXHIBIT A

Scope of Services

CONTRACTOR will assist BEACON staff in developing materials for reporting achievements and accomplishments to BEACON's member agencies, assist BEACON staff in developing materials for the BEACON external communications, and developing outreach initiatives for public education regarding coastal issues. CONTRACTOR will collaborate closely with BEACON staff to ensure their insights and ideas are reflected in the contract products.

CONTRACTOR will assist in updating impact information regarding BEACON operations, financing, programs, and the status of signature projects. Any impact reporting documents will feature engaging content supported by professional writing, clear graphic design, and custom charts and graphs as needed, resulting in an understandable, easy-to-read publication.

Specifically, CONTRACTOR shall perform the following Services:

1. Assist BEACON Executive Staff in developing communications materials describing BEACON's membership, jurisdiction, programs, projects and partnerships (i.e., Power Point Presentations, etc. including photos, visual graphics, and/or videos).
2. Assist BEACON Executive Staff in developing materials detailing BEACON's accomplishments and achievements to report to member agencies.
3. Assist BEACON Executive Staff in soliciting input from BEACON Board Members, including potentially select interviews with Board Members.
4. Prepare customized presentations tailored to use with member agency representatives and, and potentially with various stakeholder interests.
5. Provide BEACON Executive Staff assistance in developing on-going communications activities.

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

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

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, up to but not to exceed **\$17,500**.
- 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. **Monthly**, CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of presentation.
- 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.

Attachment B1

SCHEDULE OF FEES & RATE SHEET

Personnel	Hourly Rate
Stacy Miller, CEO	\$245.00 per hour
Eva Brune, Digital Director	\$185.00 per hour
Allan Evenas	\$95.00 per hour
Morgan Routt, Communication Associate	\$75.00 per hour

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.

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, 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.

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

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

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



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
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
Roy Lee
County of Santa Barbara

Vianey Lopez, Chair
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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Santa Barbara, CA 93101

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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: February 28, 2025

Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: February 21, 2025

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.

March 2025 Meeting Agenda:

- A. Project Updates
- B. Budget and Financial Actions
 - i. Consider Staff Recommendation on Member Dues (Requires 10/10)
 - ii. Receive and review Draft Beacon Budget for Fiscal Year 2025-2026