



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, Vice-Chair
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman, Chair
City of Santa Barbara

Laura Capps
Roy Lee
County of Santa Barbara

Vianey Lopez
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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105 East Anapamu, Suite 201 Santa
Barbara, CA 93101

Ventura Address:

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

Email:

Staff@Beacon.ca.gov

Website:

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

MEETING NOTICE

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)

July 17, 2026

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: Friday, July 17, 2026

TIME: 9:00 AM

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

The agenda of business to be conducted is below.

Eric Friedman, Chairperson

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**

**Comanche Red River Hotel &
Casino-Business Center
196747 Highway 36
Devol, OK 73531**

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/83529887143?pwd=P5V3OO5R2AlcfHhkTF4aPdJbkickP0.1>

Meeting ID: [835 2988 7143](#)
Passcode: [454054](#)

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: [835 2988 7143](tel:83529887143) and Passcode: [454054](tel:454054).
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, July 15, 2026, or through mail to BEACON at 501 Poli Street, Ventura, CA 93001 to be received no later than 5:00 p.m. on Wednesday, July 15, 2026. 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, July 15, 2026 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

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

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.

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

C. Consideration and Approval of Minutes of the BEACON Meeting held on May 22, 2026 (Exhibit 1).

2. Public Comment and Other Matters not on the Agenda

3. Presentation-

Receive a presentation from Timmy Bolton, Senior Climate Adaptation Analyst, on the progress and status of City's Waterfront Adaptation Plan.

4. Project Update - Goleta Bay Kelp Project

Recommended Actions:

- A. Receive a presentation by Mr. Bob Kiel on the next phase of the Goleta Bay Kelp Project.
- B. Approve and authorize the Executive Director to execute an agreement, with Gravity Consulting LLC, for an amount of \$8,000, to fund preliminary testing of octo-cylinder installation methods, with a period of performance from July 1, 2026, to June 30, 2027. (Attachment I).
- C. Approve and authorize the Executive Director to obtain a permit in BEACON's name and fund Permit Fees associated with the implementation of the Phase 2 Goleta Bay Kelp Project for an amount not to exceed \$5,000.

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

Recommended Action:

Receive and authorize the Chair to execute an Agreement with Moss, Levy, Hartzheim, LLP to provide financial audit services in an amount not to exceed \$10,375 with a period of performance from July 17, 2026 through March 31, 2027. (Attachment I).

C. BEACON Contracts and Agreements

Recommended Actions:

- i. Approve, ratify, 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, 2026 to June 30, 2028, with an optional additional one year ending June 30, 2029 upon agreement of the parties, in an amount not to exceed \$171,836.50 for each fiscal year, with a total not to exceed amount of \$515,509.50 inclusive of the optional period. (Attachment I).
- ii. Approve, ratify, and authorize the Chair to execute Amendment No. 1 between BEACON and Pamela Baumgardner to add administrative, contract, and grant services to the scope of work and to increase the amount by \$30,000 for a revised total not to exceed \$36,000 without a change in the period of performance from July 1, 2026, to June 30, 2027. (Attachment II).

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.

September Meeting Agenda:

- A. Presentations
- B. Project Updates
- C. Budget and Financial Actions

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: July 17, 2026
Agenda Item: 1B-C

To: BEACON Board of Directors
From: Executive Director
Date: July 10, 2026

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 May 22, 2026 (Exhibit 1).

ITEM 1C

EXHIBIT 1

Minutes from May 22, 2026, BEACON Board Meeting

BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

DATE: Friday, May 22, 2026

TIME: 9:00 AM

PLACE: IN-PERSON IN CARPINTERIA & TELECONFERENCE

Item	1A	Call to Order, Roll Call, and Introductions –Chair, Eric Friedman
Minutes/ Actions:	Members Present: • Roy Lee (County of Santa Barbara) • Joann Hartman (County of Santa Barbara – Alternate) • Vianey Lopez (County of Ventura) • Matt LaVere (County of Ventura) – Remote participation per Government Code § 54953.8.3(c)(4) “[t]ravel while on official business of the legislative body or another state or local agency.” • Eric Friedman (City of Santa Barbara) • Jennifer Smith (City of Goleta - Alternate) - Remote • Julie Mayer (City of Carpinteria) • Doug Halter (City of Ventura) - Remote • Gabe Teran, (City of Oxnard) • Steven Gama (City of Port Hueneme) Members Not Present: • Laura Capps (County of Santa Barbara) • James Kyriaco (City of Goleta)	
Item	1B - C	Approval of Administrative Items B. Approval of Agenda and Filing of Certificate of Agenda Posting. C. Consideration and Approval of Minutes of the BEACON Meeting held on May 22, 2026.
Minutes/ Actions:	Board Members Comments: • None. Public Comments: • None. Item 1B and 1C: Motion to approve as set forth in the agenda. Moved by Halter / Second by Teran. Members Hartmann and Lee abstained. Roll call vote 8 to 0 approved.	

Item	2	Public Comment and Other Matters not on the agenda Receive public comments.
Minutes/ Actions:	Board Members Comments: • None. Public Comments: • None.	

Item	3	Presentation on Harbor Dredging, Federal Funding, and Beach Nourishment Receive presentations from Santa Barbara, Ventura, and Channel Island harbors on the status of harbor dredging, beach nourishment, and federal
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	funding. Executive Director Beyeler indicated that all three harbors in the BEACON Litoral Cell (Santa Barbara, Ventura, and Channel Island) are interdependent with local beaches immediately down coast that are fed through beneficial bypass. Federal funding for dredging was zeroed out in the President's proposed FY27–28 budget. Mr. Beyeler described this as an unprecedented threat to federal dredging funding and noted the critical advocacy role that BEACON and member agencies have played in securing reinstatement of funds. Presentations were made by Mike Wiltshire, Waterfront Director and Harbor Master Santa Barbara Harbor; John Higgins, Harbor Master, Ventura Harbor; and Michael Tripp, Director, Channel Island Harbor. The three presentations are posted on the BEACON Website. Board Members Comments: • Member Meyer asked if there is a location where the public can find more information about the CHNMS.
Minutes/ Actions:	Executive Director Marc Beyeler introduced presenter Paul Michel, Senior Advisor, NOAA West Coast Regional Office, Monterey, CA, as well as Carolina Behe, Acting Superintendent, Chumash Heritage National Marine Sanctuary. Paul Michel made a presentation of an overview and status update on the Chumash Heritage National Marine Sanctuary (CHNMS), noting he had previously presented to the BEACON Board in 2022. The presentation is available on the BEACON Website. Board Members Comments: • Member Hartman asked about the origins of the Santa Barbara sand trap. • Mr. Wiltshire responded that West Beach has been accreting since the 1920s due to the harbor design; sand naturally wraps around the breakwater and accumulates in the Sand Trap, but this area is outside the Army Corps' annual dredging scope. • Member Hartman asked whether dredged sand is slurried or trucked. • Michael Tripp responded that for Channel Islands Harbor, the scale of their project (2.4M cubic yards in a few months) requires a suction dredge piping material as slurry; trucking would not be feasible at that volume. • Member Gama noted that the USCOE cannot advocate for projects, hence the importance of BEACON and other agency advocacy efforts. • The presenters explained that funding for dredging amounts to a mix of direct appropriations by elected officials and annual work plan allocations. The uncertainty of year-to-year funding is a continuing challenge, even for congressionally authorized projects.

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	Chair Friedman closed the item by recognizing BEACON's value as a convener across the three harbors, noting that the collective voice was more effective in obtaining U.S. Senate support than individual efforts would have been. BEACON committed to continued partnerships on future advocacy. Public Comments: - None.
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Item	4A	Appoint Brian Brennan as Special Projects Volunteer Recommended Action: i. Receive a Staff Report on Special Projects Staff; and ii. Adopt Resolution 2026-1, appointing Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2027 (Exhibit I).
Minutes/ Actions:		Executive Director Beyeler recommended the reappointment of Brian Brennan as Special Projects Volunteer Staff for a period up to June 30, 2027 (Resolution 2026-1). Mr. Beyeler described Brennan's extensive experience of lobbying in Sacramento and on local projects in both Ventura and Santa Barbara counties. This is Mr. Brennan's third or fourth year in this role. Board Members Comments: Chair Friedman expressed personal appreciation for Mr. Brennan's long-standing contributions. Mr. Brennan noted he recently returned from Portugal and plans to share observations on how other countries approach coastline management. Public Comments: - None. Motion to approve Resolution 2026-1 as set forth in the Agenda. Moved by Teran / Second by Lopez. Roll call vote: Unanimously approved 9 votes present.

Item	4B	Receive a Staff Report on Projects i. SAC Meeting ii. Sand Summit Meeting
Minutes/ Actions:		Executive Director Beyeler provided a verbal report of the recent SAC meeting and Sand Summit meeting: SAC Meeting The Science Advisory Committee (SAC) held its annual meeting in the Carpinteria City Hall chambers. Highlights included a presentation on California's first Coast and Ocean Assessment, undertaken by the Ocean Science Trust on behalf of the Ocean Protection Council. Six SAC members contributed to that report. The assessment is available under Tab 7 of the board packet and on the BEACON website.

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	Sand Summit The Sand Summit was held last month at the same venue. Harbor representatives from all three harbors presented, consistent with their presentations to the board today. Approximately 60 stakeholders attended. Presentations were recorded and are being posted to the BEACON website. Board Members Comments: • None. Public Comments: • None.
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Item	5A	BEACON Resolution for ASBPA Recommended Action: Adopt Resolution 2026-2, congratulating the American Shore and Beach Preservation Association (ASBPA) for 100 years of the best beach and coastal science and policy (Exhibit I).
Minutes/ Actions:		Executive Director Beyeler presented BEACON Resolution 2026-2, congratulating the American Shore and Beach Preservation Association (ASBPA) on its centennial (100th anniversary in 2027). Mr. Beyeler indicated that ASBPA is one of BEACON's most important partners in science and policy and noted that BEACON helped bring ASBPA's national conference back to California for the first time in 17 years, hosting it in Ventura two years ago. BEACON staff sit on ASBPA's board of directors and participate in science, technology, and governance subcommittees. Public Comment: Mark Mosby (Santa Barbara) spoke in support and suggested that future ASBPA presentations include harbor financial impact data from the harbor representatives. Board Members Comments: • None. Public Comments: • Mark Mosby from Santa Barbara spoke in support of the resolution and suggested that future ASBPA presentations include harbor financial impact data from the harbor representatives. Motion to approve Resolution 2026-2 as set forth in the Agenda. Moved by Lopez / Second by Gama. Roll call vote: Unanimously approved.

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Item	5B	Board Member Reports Directors are invited to provide reports and updates on items of interest in their County or City.
Minutes/ Actions:		Board Members Comments: • Chair Friedman: Reported that the city's airport climate adaptation plan is moving forward to City Council, addressing flood distribution, runway flood risk mitigation, and environmental protections related to the Goleta Slough. • Member Teran shared updates on the 'Voices of Oxnard Youth' civic engagement initiative. Young participants identified climate change and coastal resilience as top priorities alongside street maintenance and youth mental health. Member Teran noted that disaster preparedness including tsunami risk, was among the youth's concerns, and expressed hope that BEACON's work will meet their expectations. • Vice Chair Gama highlighted ongoing youth involvement in the Hueneme Beach Cleanup program, with over 1,400 participants recorded since August of 2025, many of them young people. Vice Chair Gama noted that youth from Oxnard Middle College have participated consistently for years. • Member Lopez noted participation in a recent Surfrider-organized paddle-out at Refugio State Beach (now Sable Beach) commemorating the 11th anniversary of the Plains pipeline oil spill. Over 100 attendees were present, including many youths.

Item	5C	BEACON Budget Action and Financial Reports Recommended Actions: Approve Budget Modification: Increase Travel \$5,000 Decrease Contingency \$5,000 Adopt an increase to voting member assessments (membership dues) by up to 15% for Fiscal Year 2026-2027 to provide an additional \$51,907 in revenue. (Exhibit I) (Requires unanimous approval (10/10 vote)) Upon approval of member assessments, review and approve the Recommended Fiscal Year 2026-2027 Budget (Exhibit II) Adopt the Budget Resolution 2026-3 for Fiscal Year 2026-27 (Exhibit III)
Minutes/ Actions:		This item was moved forward on the agenda to ensure all ten (10) voting members were present for the budget vote, which requires unanimous approval. Executive Director Beyeler provided a summary of the budget items, noting: Item 5C(i): A minor budget modification for the current fiscal year to increase Travel by \$5,000 and decrease Contingency by \$5,000, to cover expenses from the Science Advisory

BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

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	Committee meeting and staff attendance at ASBPA and CSBPA conferences. Items 5C(ii–iv): The critical items requiring unanimous approval for the adoption of the member assessment (dues) increase, approval of the FY 2026–2027 Budget, and adoption of Budget Resolution 2026-3. Mr. Beyeler described BEACON as an 'undercapitalized small business' with approximately two personnel years of total staffing, relying heavily on grants and outside agency funds to accomplish program goals. He noted the board had been presented with three-year budget projections to provide context for the decision. Four options were offered: 0% increase, 5% (cost of living), 10%, and 15%. The 15% increase represents an increase in annual revenue of \$59,494, amounting to a little under \$10K for the counties, approx. \$8K for the larger cities, and approx. \$5,000 for the small cities. The dues are allocated by population formula. Board Members Comments: • Chair Friedman expressed support for the 15% option, noting the dollar amount is modest relative to the value BEACON provides, particularly in light of the harbor dredging advocacy demonstrated earlier in the meeting. • Member Gama expressed support for the 15% increase, characterizing BEACON's mission as 'ensuring economic and recreational access' of coastal resources. • Member Teran supported the 15% increase and requested continued close coordination with Oxnard, Port Hueneme, and the city's Sustainability Manager. Member Teran also expressed appreciation for BEACON's recent intentional outreach to those communities. • Member Halter supported the 15% increase. • Member Hartman asked whether a 15% increase would be expected again next year. • Mr. Beyeler responded that staff had originally requested a 50% increase in the prior year, with the board opting for a phased approach. Whether to continue at 15% in the following year (year 3) would be evaluated year by year. Member Hartman indicated support. • Member LaVere confirmed support for the 15% increase. • Member Smith confirmed support for the 15% increase. • Member Lopez confirmed support for the 15% increase. • Member Mayer confirmed support for the 15% increase. ACTIONS: Item 5C(ii) - Member Assessment Increase of 15% for FY 2026–2027: Motion to approve Item 5C(ii) as set forth in the Agenda. Moved by Gama / Second by Teran. Unanimously approved with 10/10 vote. Combined Items 5C(i) -Budget Modification, 5C(iii) – Approval of FY 2627 Budget, and 5C(iv) - Budget Resolution 2026-3:
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	Motion to approve Items 5C(ii), 5C(iii), and 5C(iv) as set forth in the Agenda. Moved by Gama / Second by Teran. Unanimously approved with 10/10 vote. Executive Director Beyeler thanked the Board for their continued commitment to BEACON, acknowledging the financial uncertainty facing member agencies and pledging staff dedication to implementing the strategic plan.
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Item	5D	BEACON Contracts and Agreements Recommended Actions: i. 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, 2026, to June 30, 2027, in an amount not to exceed \$55,000. (Attachment I). ii. 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, 2026, to June 30, 2027, in an amount not to exceed \$15,000 (Attachment II). iii. 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, 2026, to June 30, 2027, in an amount not to exceed \$20,000 (Attachment III). iv. 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, in an amount not to exceed \$25,000 with a period of performance from July 1, 2026, to June 30, 2027 (Attachment IV). v. 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, 2026, to June 30, 2027, in an amount not to exceed \$10,000 (Attachment V). vi. 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, 2026, to June 30, 2027, in an amount not to exceed \$6,000 (Attachment VI). vii. Approve and authorize the Chair to execute Amendment No. 1 to the Agreement with Dorothy Horn to provide professional data and Geographic Information Systems (GIS) professional services extending period of performance by 6 months with a revised end date of December 31, 2026, with no change in the amount not to exceed \$22,000 (Attachment VII). viii. Approve and authorize the Chair to execute an Agreement with Matunuck
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BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

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		Research Group LLC for the services of Nathaniel Merrill to assist BEACON staff in developing data and methods to analyze local beach use with a period of performance from July 1, 2026, to December 31, 2026, for a total amount not to exceed \$25,000 (Attachment VIII). ix. Approve and authorize the Chair to execute an Agreement with SCI to assist Beacon in collecting and analyzing beach and shoreline camera data, including Shoreline position and beach geomorphology for one or more beaches using remote video camera. This one-year demonstration project would be for a period of performance from June 1, 2026, to June 1, 2027, for a total amount not to exceed \$25,000 (Attachment IX). x. Approve and authorize the Executive Director to execute an Agreement, similar to the attached, with an Independent Contractor, to be determined, to provide administrative and grants management services to BEACON in an amount not to exceed \$25,000 with a period of performance from July 1, 2026, to June 30, 2027, upon legal review and approval. (Attachment X);
Minutes/ Actions:		Executive Director Beyeler provided context for the full contractor organizational structure, noting BEACON has never previously had an organizational chart due to limited resources. The Organization Chart is included as Exhibit I. The structure reflects approximately two full-time personnel equivalents across multiple part-time contractors. Counsel McKenzie noted for the record that the Santa Barbara County legal services agreement is not reviewed by BEACON Legal Counsel (from Santa Barbara County) and had last been formally reviewed by Ventura County Counsel's office in 2018. The substantive content of the agreement has not changed apart from date and amounts. Member Teran recused himself from Items 5D(iii) (Ventura County Accounting Services Agreement) and 5D(v) (CSUCI Agreement), citing consulting work with the County of Ventura and school districts and with CSUCI. Member Teran left the Council Chambers for the vote on those two items. Surflife Coastal Intelligence — Brief Presentation (Austin, SCI) Following adoption of 5D(ix), Austin from Surflife Coastal Intelligence (SCI) gave a brief supplemental presentation on the pilot project. Key points: • SCI is a division of Surflife focused on coastal erosion and beach recreation monitoring using camera technology, headquartered in San Diego/Encinitas. • Four pilot cameras will be deployed at two sites: C Street (Ventura) and Carpinteria State Beach. At each site, one existing Surflife camera will be used (providing historical data), and one new camera will be installed. • Cameras provide continuous daily data on shoreline position, erosion rates, flooding, wave climatology, bathymetry, and beach recreation (people counts, surfer counts). No facial recognition is used. • Video is archived for review by city coastal managers, fire, or beach safety personnel.

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	Board Member Comments: • Chair Friedman noted that this data would complement the People's Beach Project led by Dr. Charles Lester and Dr. Kiki Patch, which examines beach access equity and prioritization in the context of sea level rise and shoreline protection policy. Public Comments: • None. ACTIONS: • Items 5D(iii) and 5D(v) Voted Separately (Member Teran recused) Motion to approve Items 5D(iii) and 5D(v) as set forth in Agenda. Moved by Gama / Second by Lopez. Unanimously approved with 8 votes present. • Remaining Items 5D(i, ii, iv, vi, vii, viii, ix, x) combined Motion. Motion to approve Items 5D(i, ii, iv, vi, vii, viii, ix, x) as set forth in Agenda. Moved by Teran / Second by Gama. Unanimously approved with 9 votes present.
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Item	6 Closed Session Executive Director Performance Evaluation. (Gov. Code § 54957(b)(1).) Labor Negotiations (Gov. Code § 54957.6(a).) Employee: Executive Director Agency Designated Representatives: Chair Friedman and Counsel McKenzie.
Minutes/ Actions:	Counsel McKenzie read the closed session items into the record: Executive Director Performance Evaluation (Gov. Code § 54957(b)(1)) Conference with Labor Negotiators regarding the Executive Director (Gov. Code § 54957.6(a)) Agency Designated Representatives: Chair Friedman and Counsel McKenzie. Public Comments: • None. The Board adjourned to closed session. Report Out: Upon returning to open session, Counsel McKenzie reported that the Board met in closed session to discuss both items and took no reportable action.

BEACON BOARD OF DIRECTORS' MEETING MINUTES FOR

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Item	7	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.
Minutes/ Actions:	Executive Director Beyeler noted that his report had been incorporated into Item 4B (SAC Meeting and Sand Summit updates) and that several documents had been posted to the BEACON website. No further report was given. The next BEACON Board meeting is scheduled for July 17, 2026. Anticipated agenda items include a presentation, project updates, and budget and financial actions. Board Member Comments: • None. Public Comments: • None.	

The next Board Meeting will be held on July 17, 2026, at 9:00 AM, at the City of Carpinteria City Council Chambers.

Meeting Minutes by Gerald Comati, Program Manager, BEACON.



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Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: July 17, 2026
Agenda Item: 2

To: BEACON Board of Directors
From: Executive Director
Date: July 10, 2026

Subject: Public Comment and Other Matters not on the Agenda

RECOMMENDED ACTION:

Receive Public Comments.

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Member Agencies

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Vianey Lopez
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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Santa Barbara, CA 93101

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STAFF REPORT

Meeting Date: July 17, 2026
Agenda Item: 3

To: BEACON Board of Directors
From: Executive Director
Date: July 10, 2026

Subject: City of Santa Barbara Waterfront Adaptation Plan

RECOMMENDED ACTION:

Receive a presentation from Timmy Bolton, Senior Climate Adaptation Analyst, on the progress and status of City's Waterfront Adaptation Plan.

DISCUSSION:

Receive a presentation on the in-progress City of Santa Barbara Waterfront Adaptation Plan, tasked with developing feasible adaptation actions and practical solutions addressing coastal flooding and erosion for the next 30 years, while enhancing beach access, recreation, boating, and coastal resources

BEACON's regional work will be supported with completion and implementation of the adaptation plan. BEACON staff believe that the Adaptation Plan complements BEACON's regional efforts to protect regional beaches against erosion and preserve and enhance our regional coastal resources.

One important related collaborative activity between the City of Santa Barbara and BEACON is the Regional Coastal Adaptation Monitoring Program (RCAMP), including completion of the initial RCAMP Monitoring Plan (MP), and the initiation of two Pilot Projects. BEACON is currently managing an agreement with the USGS to provide shore profile data for the Santa Barbara Littoral Cell to support adaptation planning throughout the cell. Earlier in the planning process, BEACON worked with the USGS to have it share shore profile data and CoastSat data real-time with the City of Santa Barbara to help inform analysis of the Waterfront Adaptation Plan.

BEACON staff are interested in further collaborating on the RCAMP program and in implementing specific adaptation actions that can support multi-benefit coastal enhancement and restoration contributing to sustainable and resilient protection of coastal resources.

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A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama, Vice-Chair
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman, Chair
City of Santa Barbara

Laura Capps
Roy Lee
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STAFF REPORT

Meeting Date: July 17, 2026

Agenda Item: 4

To: BEACON Board of Directors
From: Gerald Comati, BEACON Program Manager
Marc Beyeler, BEACON Executive Director
Date: July 10, 2026

Subject: Projects

RECOMMENDED ACTIONS:

- A. Receive a presentation by Mr. Bob Kiel on the next phase of the Goleta Bay Kelp Project.
- B. Approve and authorize the Executive Director to execute an agreement with Gravity Consulting LLC, for an amount of \$8,000, to fund preliminary testing of octo-cylinder installation methods, with a period of performance from
- C. July 1, 2026, to June 30, 2027. (Attachment I).
- D. Approve and authorize the Executive Director to obtain a permit in BEACON's name and fund Permit Fees associated with the implementation of the Phase 2 Goleta Bay Kelp Project for an amount not to exceed \$5,000.

DISCUSSION:

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 once-prevalent and historic sand-dwelling kelp forests along the Santa Barbara Channel mainland coast were a unique feature and became dislodged from storms associated with the 1982-83 El Niño. Natural recovery has not occurred to date. Developed by Bob Kiel, the system consisted of two-inch-square by thirty-inch-long granite columns that are water jetted into the sandy seabed. Each column created a hard "hold-down" structure on the sand seabed for kelp spores to attach and support resulting kelp growth. BEACON secured permits from the Coastal Commission and State Lands Commission and between 2015 and 2016, the initial demonstration project was installed. The system showed great success in establishing new kelp growth, but observed grazing pressures by various species of snails and crabs continue to occur. The lack of structure produced by an established kelp forest to create necessary habitat and refuge for predators of the grazers appears to be a primary influence preventing re-establishment. Consequently, Mr. Kiel developed an updated iteration of the kelp anchor which has proven more successful. The modified version is referred to as the Octo-cylinder, which consists of four-inch-diameter by thirty-inch-long vitrified clay pipes that are imbedded into the sandy seabed. The cylinders are

configured to create suitable refuge for octopus, a primary predator of the invertebrate kelp grazers. Restoring ecological balance within the sand barrens is essential for recovery of the sand-dwelling kelp to occur. Performing the proposed next phase of the pilot study will verify the effectiveness of this approach for restoring these unique kelp forests.

Path Forward

Mr. Kiel and his team, in coordination with BEACON staff have formulated a path forward for a phase 2 of the Kelp Anchor project with the installation of octo-cylinders in the same location as the original kelp anchors within Goleta Bay. Mr. Kiel has been in discussion with scientists from UCSB, environmental consultant firms, and marine contractors, and a design for the new demonstration project has been developed along with preliminary protocols for scientific monitoring both during and post installation.

The outline plan for the Phase 2 project is as follows:

#	Activity	Schedule	Responsibility	Cost	Funding Source
1	Preliminary testing to optimize means and method to install octo-cylinders.	09/2026 – 12/2026	Upon Board approval, BEACON will contract with Gravity Consulting in Washington.	\$8,000	BEACON
2	Final design by Mr. Kiel and his team.	07/2026 – 09/2026	Mr. Kiel.	\$5,000	Mr. Kiel
3	Conduct environmental review, at this time, anticipating a CEQA categorical exemption	09/2026 – 11/2026	BEACON will conduct environmental review for Phase 2 demonstration Project and return to the Board if a CEQA categorical exemption does not apply.	\$0	NA at this time
4	Prepare applications and obtain permits from Coastal Commission and lease from State Lands Commission.	07/2026 – 11/2026	BEACON and Mr. Kiel and his team will prepare the permit applications. BEACON will be the Lead Agency and permit holder.	\$0	NA
5	Permit Fees	10/2026 – 12/2026	Upon Board approval, BEACON will fund permit fees.	\$5,000	BEACON
6	Seek Grant Funding	09/2026 – 06/2027	BEACON and Mr. Kiel will seek grant funding for installation and monitoring of project.	\$0	Grant Funding
7	Acquire Octo-Cylinders.	06/2027 – 09/2027	Upon Board approval, BEACON will contract the fabrication of approx. 350 Octo-cylinders.	\$20,000	Grant Funding
5	Install Octo-Cylinders	09/2027 – 10/2027	Upon Board approval, BEACON to contract with Gravity Marine.	\$70,000	Grant funding
6	Project monitoring and reporting.	09/2027 – 12/2030	Upon Board approval, BEACON will contract with a TBD Consultant Team to perform monitoring and reporting.	TBD	Grant funding



One of the challenges of implementing the Phase 2 project is to develop an effective and cost-efficient product installation method. To this end, Mr. Kiel has established a relationship with Gravity Consulting LLC. Gravity Consulting specializes in the support of marine studies from shallow river systems to deep oceans and is the largest provider of research vessels and specialized marine environmental sampling equipment on the West Coast of the United States. Gravity Consulting supports environmental, oceanographic, geotechnical, biological, and geophysical field studies providing equipment and technology to help clients solve their in-water challenges.

In 2024, BEACON established a dedicated Kelp Project budget made up of \$10,000 from the Santa Barbara County project specific contribution plus an additional \$5,000 from operating budget. Consequently, BEACON has available \$15,000 that could be used to fund portions of Phase 2 project outlined above.

Staff recommend that the Board authorize the Executive Director to enter into an agreement with Gravity Consulting LLC for the preliminary testing of the octo-cylinder installation methods and authorize Staff to pay permit fees associated with the Phase 2 Goleta Bay Kelp Project.

Attachment I – Agreement with Marine Consulting.

ITEM 4

ATTACHMENT I

**Goleta Bay Kelp Project – Agreement with Marine Consulting for
preliminary testing of octo-cylinder installation methods**

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 GRAVITY CONSULTING LLC, having its principal place of business at and 32617 SE 44th Street, Fall City, WA 98024 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide 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.** Gerald Comati at phone number 805-895-0255 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Shawn Hinz at phone number 425-281-1471 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: County of Santa Barbara County Counsel's Office
C/O Susan McKenzie on behalf of BEACON
105 East Anapamu Street, Suite 201
Santa Barbara, CA 93101

To CONTRACTOR: Gravity Consulting
Att: Mr. Shawn Hinz
32617 SE 44th Street, Fall City, WA 98024

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, 2026 and end

performance upon completion, but no later than June 30, 2027 unless otherwise agreed to by the Parties BEACON or 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 as set forth in Exhibit B, BEACON. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from receipt 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 all licenses and 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. **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.

9. **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.

10. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.**

A. 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.

B. 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").

C. 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.

11. **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 BEACON or its projects without obtaining the prior written approval of BEACON.

12. **BEACON PROPERTY AND INFORMATION.**

A. All of BEACON's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of BEACON in connection with this Agreement (collectively, the "BEACON Property") and any derivative works of the BEACON Property shall remain BEACON's Property, and CONTRACTOR shall return, delete, or destroy BEACON Property whenever requested by BEACON and whenever required in accordance with the Termination section of this Agreement. If BEACON requests deletion or destruction of BEACON data or other BEACON Property, CONTRACTOR shall certify in writing to BEACON that such data or BEACON Property has been deleted or destroyed. Within ten (10) days of a written request by BEACON, CONTRACTOR and its agents or subcontractors shall allow BEACON to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of BEACON Property pursuant to this Agreement for the purpose of determining whether CONTRACTOR has complied with this Agreement.

B. CONTRACTOR may use BEACON Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any BEACON Property without BEACON prior written consent. CONTRACTOR shall implement appropriate safeguards as are necessary to prevent the use or disclosure of BEACON Property otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the BEACON Property.

13. **RECORDS, AUDIT, AND REVIEW.**

- A. 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.
- B. If federal, state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse the amount of the audit exceptions and 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. This Records, Audit, and Review clause shall survive expiration or termination of this Agreement.

14. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in BEACON Exhibit C attached hereto and incorporated herein by reference.

15. **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

16. **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.

17. **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.

18. **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.

i. **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.

ii. **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 sufficient 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.

iii. **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 BEACON 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. If BEACON requests deletion or destruction of BEACON data or other BEACON Property, CONTRACTOR shall certify in writing to BEACON that such data or BEACON Property has been deleted or destroyed. 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.

19. **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.
20. **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 by a court of competent jurisdiction, 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.
21. **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.
22. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
23. **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.
24. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement, including all Exhibits and attachments hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof, 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, duly executed by the parties to this Agreement and by no other means. Each party waives its 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.

25. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit the Parties and its respective successors and assigns.
26. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable BEACON, State and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force. 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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **IMMATERIAL AMENDMENTS.** CONTRACTOR and BEACON agree that immaterial

changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized by BEACON's Executive Director, or designee, in writing, and in accordance with Section 25.

33. **NO CONSTRUCTION AGAINST ANY DRAFTING PARTY.** This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with its respective legal counsel to the party's satisfaction. (see Cal. Civ. Code § 1654.)
34. **SUBSEQUENT CONTRACTS.** CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting BEACON with any portion of BEACON's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with BEACON. BEACON shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with BEACON to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement. (see Cal. Gov. Code § 1097.6.)
35. **NEWS RELEASES/INTERVIEWS.** CONTRACTOR agrees for itself, its agents, employees, and subcontractors, that it will not communicate with the media concerning the subject matter of this Agreement without prior written approval of the BEACON Designated Representative. This prohibition does not preclude the Contractor from participating in public outreach or communications efforts specifically required under this Agreement, provided such activities are planned and receive written approval from BEACON. CONTRACTOR further agrees to refer all media requests to the BEACON Designated Representative and to coordinate the release of any public-facing materials, including news releases, interviews, press statements, or promotional content, to ensure consistency, accuracy, and alignment with BEACON's communication protocols.
36. **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.323).**
- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

37. **CHANGES.**

- A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of BEACON conduct that CONTRACTOR considers to constitute a change to this Agreement. Except for changes identified in writing and signed by BEACON, the CONTRACTOR shall notify the BEACON in writing promptly, within five (5) calendar days from the date that the CONTRACTOR identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the CONTRACTOR, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

- What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which BEACON must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. **Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. **BEACON Response.** BEACON shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, BEACON shall either:
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which BEACON will respond.
- D. **Equitable Adjustments.**
- i. If the BEACON confirms that BEACON conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
 - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

38. **ACCESS TO RECORDS.** The following access to records requirements apply to this

Agreement:

- A. CONTRACTOR agrees to provide BEACON, State Agencies, and the Federal Agency which provided funds in support of this Agreement, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C. CONTRACTOR agrees to provide the Federal Agency which provided funds in support of this Agreement or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
39. **USE OF FEDERAL AGENCY LOGOS.** CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.
40. **COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that federal financial assistance will be used to fund this Agreement. CONTRACTOR will only use federal funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.
41. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.
42. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.
43. **DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR § 200.322).**
- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
 - B. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

44. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216).**

A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

- i. Procure or obtain covered telecommunications equipment or services;
- ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment;
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

C. For the purposes of this section, “covered telecommunications equipment or

services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- D. In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of [Public Law 115-232](#) and 2 C.F.R. § 200.471.

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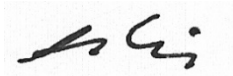
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date when fully executed by both parties.

CONTRACTOR:

Gravity Consulting LLC

BEACON:

By: _____



Authorized Representative
Shawn Hinz
Senior Managing Partner

By: _____

Eric Friedman
Chairperson
Board of Directors

Date: _____

ATTEST:

Marc Beyler
BEACON Executive Director

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 provide BEACON grants and financial administrative support services via remote or teleconferencing connections. Neither BEACON nor CONTRACTOR anticipate travel associated with this Agreement.

CONTRACTOR shall provide a vessel, field staff, and equipment to conduct test installation of the Ocoto Cylinders. CONTRACTOR will conduct initial fabrication and testing on the release system using a study site in the Puget Sound. Service will include custom fabrication of a release clamp for the Ocoto cylinder followed by staff labor and equipment for installation of the cylinders.

CONTRACTOR Will provide:

1. RV Tieton 34' Research Boat – aluminum boat custom built for sediment sampling with large a-frame, enclosed sample processing and crew cabin, two winches for equipment deployment and head. This vessel features a dynamic position system for auto anchor holding per the request of the contract
2. CONTRACTOR's RIC 6500 Vibracorer sampler – specifically designed for driving pipes in hard sediments including along with a release clamp
3. Experienced Captain and deckhand/scientist team – all CONTRACTOR staff have over 10 years of experience and deckhands are all scientists with extensive coring and sediment assessment experience.
4. Positioning system and survey software – Trimble DGPS grade system connected to Hypack survey software for accurate positioning of each install.

CONTRACTOR will conduct the testing phase of this work and produce a lessons-learned report from the results of the testing along with any action items needed prior to full scale installation in Santa Barbara area.

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

1. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total maximum amount, including cost reimbursements, up to but not to exceed **\$8,000**.
2. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by BEACON.
3. **Monthly**, CONTRACTOR shall submit BEACON an invoice for the service performed over the period specified to Gerald Comati at comati@beacon.ca.gov. 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. Upon request, invoiced amounts must be accompanied by detailed and itemized descriptions of the goods and/or services provided. Each invoice shall include sufficient documentation to substantiate the costs billed, for example, receipts, time logs, breakdowns of labor and materials, and any other relevant supporting documents as necessary to clearly reflect the basis for the charges. BEACON reserves the right to request additional supporting documentation if the invoice lacks adequate detail or justification for the costs billed.
4. 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.

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EXHIBIT C
Indemnification and Insurance Requirements
(For Service Contracts Not Requiring Professional Liability Insurance)

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 of coverage shall be at least as broad as:

- i. **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.
- ii. **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.
- iii. **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.

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:

- i. **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).

- ii. **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.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BEACON.
- iv. **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.
- v. **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.
- vi. **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".
- vii. **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.
- viii. **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.
- ix. **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.
- x. **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.

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A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama, Vice-Chair
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman, Chair
City of Santa Barbara

Laura Capps
Roy Lee
County of Santa Barbara

Vianey Lopez
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: July 17, 2026
Agenda Item: 5A

To: BEACON Board of Directors
From: Executive Director
Date: July 10, 2026

Subject: Board Member Reports

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

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A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama, Vice-Chair
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Doug Halter
City of San Buenaventura

Eric Friedman, Chair
City of Santa Barbara

Laura Capps
Roy Lee
County of Santa Barbara

Vianey Lopez
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: July 17, 2026
Agenda Item: 5B

To: BEACON Board of Directors
From: Executive Director
Date: July 10, 2026

Subject: Budget Actions and Financial Reports

RECOMMENDED ACTION:

Approve and authorize the Chair to execute an Agreement with Moss, Levy, Hartzheim, LLP to provide financial audit services in an amount not to exceed \$10,375 with a period of performance from July 17, 2026, through March 31, 2027 (Attachment I).

DISCUSSION:

The agreement with Moss, Levy, Hartzheim, LLP will provide for a biennial audit of BEACON's fiscal and financial procedures, practices, and conditions for the fiscal years 2024-2025 and 2025-2026.

The biennial review of BEACON's financial practices and conditions is an important part of BEACON's fiscal and financial due diligence and is undertaken in cooperation with Ventura County's Auditor-Controller's Office. County staff will provide the financial records needed to the audit firm. BEACON staff provide any needed program and project information, including status of grant funding, to support the audit.

The agreement with Moss, Levy, Hartzheim, LLP follows on the audit work completed by the firm of BEACON's fiscal and financial procedures, practices, and conditions for the fiscal years 2022-23 and 2023-24. BEACON staff support BEACON Board approval of the audit agreement with Moss, Levy, Hartzheim, LLP for fiscal years 2024-25 and 2025-26.

ITEM 5B

ATTACHMENT I

Moss, Levy, Hartzheim, LLP to provide financial audit services – FY2627

C O N T R A C T

This contract entered into, by and between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), a joint powers authority, herein called "BEACON", and Moss, Levy & Hartzheim, LLP, Certified Public Accountants, herein called "Contractor" (referred to collectively as "parties", or individually as "party").

W I T N E S S E T H

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

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

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for BEACON in accordance with the terms, conditions, and specifications set forth herein. The Contractor will perform a biennial audit, in accordance with the most current revision of the Yellow Book: Generally Accepted Government Auditing Standards (GAGAS), of the financial statements for BEACON fiscal years ending June 30, 2025 and June 30, 2026. The Contractor shall complete its audit and file its report on or before March 31, 2027.

2. PAYMENTS

Payment of \$10,375 will be made within 30 days after issuance of the final audit report and upon receipt of an invoice.

3. INDEPENDENT CONTRACTOR

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

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

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

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

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

4. NON-ASSIGNABILITY

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

5. TERM

This contract will be in effect from July 17, 2026 through March 31, 2027 subject to all the terms and conditions set forth herein, unless terminated prior to that date in accordance with the provisions of this contract.

6. TERMINATION FOR CONVENIENCE

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

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

7. TERMINATION BY DEFAULT

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

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

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

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

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

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

9. INSURANCE PROVISIONS

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

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

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

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

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

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

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

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

10. NON-DISCRIMINATION

A. General

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

B. Employment

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

11. SUBSTITUTION

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

experience and knowledge.

12. INVESTIGATION AND RESEARCH

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

13. CONTRACT MONITORING

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

14. ADDENDA

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

15. CONFLICT OF INTEREST

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

16. CONFIDENTIALITY

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

17. AUDIT AND INSPECTION OF RECORDS

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

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

papers, data, and records in an accessible location and condition for a period of not less than seven years from financial statement issue date. The State of California or any federal agency having an interest in the subject of this contract shall have the same rights as those conferred upon BEACON. If this contract 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 contract, pursuant to California Gov. Code Section 8546.7. The successor auditor will have the right to review the working papers and copies of issued reports upon termination of this contract. Contractor will be required to make records uniquely related to this contract available in the County of Ventura. Contractor agrees all audit and inspection rights herein will be provided at no additional cost.

18. NOTICES

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

To BEACON: BEACON
Marc Beyeler, Executive Director
800 South Victoria Avenue
Ventura, CA 93009-1540

and

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

To Contractor: Moss, Levy, Hartzheim, LLP
5800 Hannum Ave., Suite E
Culver City, CA 90230

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

19. MERGER CLAUSE

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

20. ANNUAL ENGAGEMENT LETTER

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

21. GOVERNING LAW AND VENUE

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

22. SEVERABILITY OF CONTRACT

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

23. CUMULATIVE REMEDIES

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

24. COMPLIANCE WITH LAWS

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

25. CONSTRUCTION OF COVENANTS AND CONDITIONS

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

26. EXECUTION OF COUNTERPARTS

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

27. SURVIVAL

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

BEACON Agreement with Moss, Levy & Hartzheim, LLP for Biennial Audit Svcs.

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

28. HEADINGS

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

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

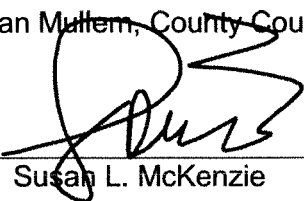
Moss, Levy & Hartzheim, LLP

BEACON

By: _____
Name: Craig A. Hartzheim
Title: Managing Partner
Date: _____

By: _____
Name: Eric Friedman,
Title: Chair, BEACON
Date: 7/17/2026

Approved as to Form:
Rachel Van Mullen, County Counsel

By: 
Name: Susan L. McKenzie
Title: Deputy County Counsel
BEACON Counsel

Attest:

By: _____
Name: Marc Beyeler
Title: Executive Director, BEACON



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, Vice-Chair
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman, Chair
City of Santa Barbara

Laura Capps
Roy Lee
County of Santa Barbara

Vianey Lopez
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: July 17, 2026
Agenda Item: 5C

To: BEACON Board of Directors
From: Executive Director
Date: July 10, 2026

Subject: Contracts and Agreements

RECOMMENDED ACTIONS:

Operational Professional Services Agreements:

- i. Approve, ratify, 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, 2026 to June 30, 2028, with an optional additional one year ending June 30, 2029 upon agreement of the parties, in an amount not to exceed \$171,836.50 for each fiscal year, with a total not to exceed amount of \$515,509.50 inclusive of the optional period. (Attachment I).
- ii. Approve, ratify, and authorize the Chair to execute Amendment No. 1 between BEACON and Pamela Baumgardner to add administrative, contract, and grant services to the scope of work and to increase the amount by \$30,000 for a revised total not to exceed \$36,000 without a change in the period of performance from July 1, 2026 to June 30, 2027. (Attachment II).

DISCUSSION:

BEACON staff is recommending that the Board approve a contract with Marc Beyeler/Beyeler & Associates to provide Executive Director services to 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.

Executive Director Beyeler's performance review was completed by the Beacon Board of Directors Executive Committee and by the full Board of Directors during the Spring of 2026. Staff is recommending the Board enter



into this agreement to support organizational and program activities and to provide essential Executive Director services for the coming year.

Beacon Executive Staff is recommending that the Board approve and authorize the Chair to execute Amendment No. 1 to the Agreement with Pam Baumgardner to provide administrative and grant management services with a period of performance from July 1, 2026, to June 30, 2027, with an increase in \$30,000 for a new contract total in the amount not to exceed \$36,000 (Attachment II).

BEACON has sought this specialist personnel for past two years. BEACON has been unsuccessful in attracting someone to fill this position. However, Pam Baumgardner, who has supported BEACON in administrative tasks and most recently serving as BEACON's Webmaster, has become available for additional work at BEACON. In her current role, Pam supports the agency in meeting its public notice requirements, overseeing the posting of BEACON's Meeting notices, Agenda packets, and Meeting minutes. Pam has agreed to serve as BEACON's Administrative, Contracts and Grants Specialist. Pam will be providing essential services supporting BEACON in meeting its legal and organizational obligations and implementing its programs and projects.

ITEM 5C

ATTACHMENT I

**Agreement with Marc Beyeler/Beyeler & Associates to provide Executive
Director Services - FY2627**

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
111 El Camino Real
Berkeley, Ca 94705
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
111 El Camino Real
Berkeley, Ca 94705
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.

2. CONTRACTOR shall perform succession planning activities for the Executive Director and periodically report updates to the BEACON Board on such activities.

B. CONTRACTOR will be responsible for all aspects of this Agreement.

C. Agreement Period: July 1, 2026 – June 30, 2028. This Agreement may be extended for an additional 12-month period upon written mutual agreement of the Parties through June 30, 2029.

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 or unless amended by written agreement of both parties, not to exceed \$515,509.50. Each 12-month period shall not exceed \$171,836.50 (July 1, 2026 to June 30, 2027 = \$171,836.50; July 1, 2027 to June 30, 2028 = \$171,836.50). If the agreement is extended for an additional 12-month period through June 30, 2029, cost shall not exceed \$171,836.50 for the period from July 1, 2028 to June 30, 2029.

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. TERMINATION

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

B. 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 sufficient 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.

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 July 1, 2026.

CONTRACTOR

By: Marc Beyeler
Name: Marc Beyeler
Title: Principal, Beyeler & Associates
Date: July 1, 2026

BEACON

By: _____
Name: Eric Friedman
Title: Chair, BEACON
Date: July 1, 2026

Approved as to Form:

Rachel Van Mullem

County Counsel

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

Attest:

By: _____
Name: Gerald Comati
Title: Program Manager

[This area intentionally left blank.]

ATTACHMENT 1

Beyeler & Associates
2026-2029 Rates*

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.

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.

Only incidental and regular expenses, including those listed below, shall be reimbursed under this Agreement. All BEACON-related expenses, including those listed in Notes 1 and 2 below, incurred by the CONTRACTOR shall be reimbursed separately, consistent with the approved BEACON Budget.

Mileage ¹	\$0.54 per mile
Copying and printing	Billed at cost
Travel Costs, and Transportation ^{1,2}	Billed at cost
Office supplies	Billed at cost
Postage	Billed at cost

¹ Expenses related to Educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs², 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.

² "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 independent contractor 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 and attends all BEACON Board meetings and is 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 II

**Amendment No. 1 to Agreement with Pam Baumgardner to add
administrative, contract, and grant services – FY2627**

Amendment No. 1
Between
Beach Erosion Authority for Clean Oceans and Nourishment
And
Pam Baumgardner

This Agreement (hereafter, “Agreement”) made May 2026 by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, “BEACON”) and Pam Baumgardner (Contractor), individually referred to as Party, or collectively as Parties, is hereby amended (“Amendment No. 1”) as follows:

Agreement Section III “ Compensation and Expenses” subsection “A” “Fees and Expenses” is deleted in its entirety and replaced with:

- 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 \$36,000.00 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.

Attachment A “Services” is deleted in its entirety and replaced with the Attachment A “Services for Administrative, Contracts and Grants, and Web Services Specialist” as attached hereto and incorporated herein by this reference.

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.

[This area intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto and shall be effective as of July 17, 2026.

Beach Erosion Authority for Clean
Oceans and Nourishment

Pam Baumgardner

By:

Chair

By:

Date:

Date:

ATTEST:

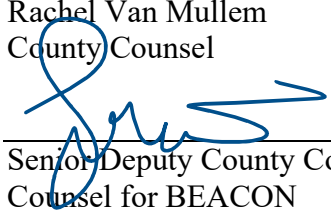
By:



Marc Beyeler
Executive Director, BEACON

Approved as to Form:
Rachel Van Mullem
County Counsel

By:



Senior Deputy County Counsel
Counsel for BEACON

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Attachment A

Services for Administrative, Contracts and Grants, and Web Services Specialist

Contractor will provide administrative assistance in managing all BEACON records, organizational documents, contract and grants agreements, public notices, and legal filings. Contractor will be involved in team working relationships with the Program Manager (PM) and the Executive Director (ED), as well as with staff of the Ventura County Auditor-Controller and Santa Barbara County Counsel offices.

1. Administrative and Organizational Services. Contractor shall:

- A. Assist ED and PM in developing information management system protocols for BEACON organizational, financial and legal submittals, including BEACON grants.
- B. Assist ED and PM in coordinating Information Technology Services (ITS) including Microsoft One Drive, and related platforms.
- C. Assist ED and PM in complying with BEACON's required agency submittals including but not limited to Form 700, FPPC filings, Meetings notices, Agendas, Minutes.
- D. Assist ED and PM in processing all budget documents, including but not limited to contractor and consultant agreements.
- E. Assist ED and PM in managing BEACON's grant submittals and retaining project records.
- F. Assist in maintaining all agency digital organizational records.
- G. Assist in maintaining current Board member information, including term of membership, designated board member alternate, and contact information for appointing member agency.
- H. Maintain member agency contact and mailing lists, including but not limited to: Board members and alternates, Beacon staff, Science Advisory Committee (SAC) membership, stakeholder and interested parties; interested party list, member agency City Managers or County CEOs, and key staff from member agency planning, public works, and parks and recreation departments.
- I. Provide regular updates to the Board roster to ensure that all contact information and committee assignments and terms are accurate and up to date.

2. Contracts and Grants Management Services. Contractor shall:

- A. Maintaining a spreadsheet listing of contracts and grants, and preparing a summary of the same to the PM and ED.
- B. Assisting in the preparation of grants proposals and submittals.
- C. Managing invoicing and payment approvals, including grants proof of payment documentation and all requests for disbursement and payment.
- D. Tracking grant reimbursements and tracking in-kind and cash matching grant requirements.
- E. Preparing grants supporting documents including but not limited to Board resolutions, compliance forms, insurance certificates, grant status reports such as quarterly progress reports or reporting as otherwise required.

3. Website Services. Contractor shall:

- A. Coordinate with the ED to ensure that BEACON's policies, programs, projects and related actions are posted in real time to the BEACON Website.
- B. Coordinate and maintain BEACON website in accordance with staff directives including posting of BEACON meeting agenda, staff reports, presentations, and other reports.
- C. Act as Webmaster providing website maintenance and upgrades as needed.
- D. 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.

Contractor hourly rate is \$100 for each hour actually and reasonably employed. Total payment for the scope of services is up to and shall not exceed the sum of \$36,000, 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.

Mileage¹ \$0.54 per mile

Copying and printing Billed at cost

Travel Costs, and Transportation^{1,2} 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.

¹ Expenses related to educational events, Conferences, Seminars, and BEACON related workshops and meetings, including reasonable Travel Costs², 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.

² "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.



A California Joint Powers Agency

Member Agencies

Julia Mayer
City of Carpinteria

James Kyriaco
City of Goleta

Gabe Teran
City of Oxnard

Steven Gama, Vice-Chair
City of Port Hueneme

Doug Halter
City of San Buenaventura

Eric Friedman, Chair
City of Santa Barbara

Laura Capps
Roy Lee
County of Santa Barbara

Vianey Lopez
Matt LaVere
County of Ventura

Executive Director
Marc Beyeler

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P.O. Box 99
Ventura, CA 93001

Email:
Office@Beacon.ca.gov

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

STAFF REPORT

Meeting Date: July 17, 2026

Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: July 10, 2026

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.

September Meeting Agenda:

- A. Presentation
- B. Project Updates
- C. Budget and Financial Actions