

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, May 17, 2019
TIME: 9:00 AM
PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

MEETING AGENDA

1. **Call to Order, Roll Call and Introductions – Gregg Hart**
2. **Approval of Agenda and Filing of Certificate of Agenda Posting**
Action: Approve and file.
3. **Consideration and Approval of Minutes of the BEACON Meetings held on March 15, 2019.**
Action: Approve and file.
4. **Public Comment and Other Matters not on the Agenda**
 - a. Receive public comments.
5. **Reports**
 - a. Reports from legislative offices.
 - b. Board Members Reports and Updates.
6. **Surfers Point Project**
 - a. Approve and authorize the Executive Director to execute the Grant Agreement P-1-2-07 with the Ocean Protection Council (OPC) for the Surfers Point Project in the amount up to \$355,000 with a period of performance up to December 31, 2020.
 - b. Approve and authorize the Chair to execute a Cooperative Agreement with the City of Ventura to implement the planning grant project in the amount up to \$355,000 with a period of performance up to December 31, 2020.
7. **Membership Dues / Assessments (unanimous vote required)**
 - a. Adopt an increase to voting member assessments (membership dues) by 3.2% for fiscal year 2019-2020 to provide an additional \$4,565 in revenue (Exhibit I).
(Requires unanimous approval (10/10th vote))
8. **Auditor-Controller Budget Recommendations**
 - a. Receive and file the audited financial statements for the fiscal years ended June 30, 2018 and 2017 (Exhibit I);
 - b. Receive and file the Management Letter for the audit of the financial statements for the fiscal years ended June 30, 2018 and 2017 (Exhibit II);
 - c. Adopt the proposed final budget for fiscal year 2019-2020 (Exhibit III);
 - d. Authorize the Auditor-Controller's Office to adjust contingency for the fiscal year 2019-2020 budget where the fiscal year 2018-2019 actual year-end closing fund balance differs from the budget estimate;
 - e. Receive and file the Fiscal Year 2018-2019 Budget-to-Actual Report for the year-to-date period ending April 30, 2019 (Exhibit IV); and
 - f. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th vote):



A California Joint Powers Agency

Member Agencies

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

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- g. INCREASE Other Professional & Specialized Services \$ 5,000
- h. DECREASE Travel Expenses: \$ 5,000

9. Amendment 1 to Agreement with Marc Beyeler

- a. Approve, ratify, and authorize the Chair to execute an Amendment 1 to the Agreement with Marc Beyeler for an additional \$5,000 for project management services of the Surfers Point Project during Fiscal Year 2018-2019.

10. FY 2019-2020 Annual Staff and Consultant Agreements

- a. Approve and authorize the Chair to execute Auditor Services Contract for an amount not to exceed \$15,000 with County of Ventura Auditor-Controller's Office for the term of July 1, 2019 to June 30, 2020.
- b. Approve and authorize the Chair to execute the Legal Services Contract for an amount not to exceed \$12,000 with County of Santa Barbara County Counsel's Office for the term of July 1, 2019 to June 30, 2020.
- c. Approve and authorize the Chair to execute the Technical Advisor Services Contract for an amount not to exceed \$22,000 with James A. Bailard for the term of July 1, 2019 to June 30, 2020.
- d. Approve and authorize the Chair to execute the Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for an amount not to exceed \$27,000 for the term of July 1, 2019 to June 30, 2020.
- e. Approve and authorize the Chair to execute the Web Site and Facebook Page maintenance Services Contract with Pam Baumgardner for an amount not to exceed \$2,000 for the term of July 1, 2019 to June 30, 2020.
- f. Approve and authorize the Chair to execute the Program Management Services Contract with COM3 Consulting for an amount not to exceed \$49,500 for the term of July 1, 2019 to June 30, 2020.

11. Port Hueneme Beach

Receive an informational report from the Executive Director on the recently completed dredging of Channel Islands Harbor and nourishment of Port Hueneme Beach.

12. Executive Director's Report and Communications

The Executive Director will report on activities and achievements of BEACON, upcoming events of interest to the Board of Directors and the public, and general status of BEACON major projects.

Adjourn to next regular meeting, July 19, 2019 at 9:00 AM in Carpinteria City Hall

Disability Access

The City of Carpinteria Council Chambers is located on the ground floor of City Hall located at 5775 Carpinteria Ave, Carpinteria, CA. 93013 Fourth Floor of the County. The Council Chambers is wheelchair accessible. Accessible public parking is available behind the Council Chambers.

American Sign Language interpreters, Spanish language interpretation and sound enhancement equipment may be arranged by contacting the City Clerk (Fidela Garcia) by 4:00 p.m. on Friday before the Board meeting. Contact information for the City Clerk is (805) 684-5405.

Late Distribution of Materials

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

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

STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: #2

To: BEACON Board of Directors
From: Executive Director
Date May 10, 2019

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

REQUIRED ACTION:

- a. Approve and file.



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STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: #3

To: BEACON Board of Directors
From: Executive Director
Date May 10, 2019

Subject: Consideration and Approval of Minutes of BEACON Meeting held March 15, 2019

REQUIRED ACTION:

- a. Approve and file.



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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 15, 2019

TIME: 9:00 AM

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

Item	1	Call to Order, Roll Call and Introductions – Chair, Janet Wolf.
Minutes/ Actions:		<p>Directors Present:</p> <ul style="list-style-type: none"> • Steve Bennett (County of Ventura) • John Zaragoza (County of Ventura) • Das Williams (County of Santa Barbara) • Gregg Hart (City of Santa Barbara) • Christy Weir (City of Ventura) • Eris Friedman (City of Santa Barbara) • Fred Shaw (City of Carpinteria) • Kyle Richards (City of Goleta) • Steve Gama (City of Port Hueneme)
Item	2	<p>Approval of Agenda and Filing of Certificate of Agenda Posting Action: The Executive Director requested that Item #10 – Surfers Point Project be pulled from the Agenda since the some of the referenced agreements are not ready for approval.</p>
Minutes/ Actions:		The Agenda with the requested modification was unanimously approved by the Board.
Item	3	<p>Consideration and Approval of Minutes of the BEACON Meetings held on January 18, 2019. Action: Approve and file.</p>
Minutes/ Actions:		The minutes were unanimously approved by the Board as posted.
Item	4	<p>Public Comment and Other Matters not on the Agenda Receive public comments.</p>
Minutes/ Actions:		None.
Item	5	<p>Reports a. Reports from legislative offices. b. Board Member Reports and Updates</p>
Minutes/ Actions:		<p>a. The Executive Director Brian Brennan reported that he was recently in DC representing the Ventura Port District. While there he met with the USACOE along with Representative Carbajal and Brownley as well as the Chief of Staff for Speaker of the House Pelosi and Senator Harris. All of the politicians acknowledged the need to ensure sediment reaches the coast. Brian indicated that he would make sure he reminds the local offices of the politician’s to try and attend the BEACON Meetings.</p> <p>b. Director Kyle Richards indicated that the Goleta Beach Park Standing Committee meeting of February 26, 2019 received a status report from the Friends of Goleta Beach on the Kelp Restoration Project in Goleta Bay. Mr. Richards indicated that the Committee was expecting to see a report in April from SB County regarding Goleta Beach water quality.</p> <p>c. Director Weir indicated that she was also recently in DC and met with Representative Brownley. Brownley is a member of a new committee on climate change. BEACON staff will provide relevant information to Brownley’s office regarding coastal effects of climate change.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 15, 2019

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	<p>ACTION.</p> <p>d. Director Gama reported that dredging at Channel Islands Harbor was recently completed resulting in 1.5M CY of sand being by-passed to Port Hueneme Beach. Director Game suggested that the by-pass would be more effective if the discharge was located at the top of the beach. Technical Advisor Dr. Jim Bailard indicated that there is a submarine canyon located offshore at the mouth of Part Hueneme Port and depending on where the dredging discharge is placed will affect how much of the by-pass sand will end up in the canyon versus Port Hueneme Beach.</p>
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Item	7	<p>Auditor Controller's Recommended Actions</p> <p>a. Receive and file the Budget-to-Actual report for the year-to-date period ending February 28, 2019 (Exhibit I)</p> <p>b. Receive and file proposed increase to Fiscal Year 2019-2020 Membership Dues (Exhibit II).</p> <p>c. Receive and file Recommended Fiscal Year 2019-2020 Budget (Exhibit III)</p>
Minutes/ Actions:		<p>Mr. Carlos Maldonado of Ventura County Auditor Controllers Office presented the Budget to Actual report, the draft budget for FY 19-20 and a recommendation to increase the membership dues by a CPI index of 3.2%..</p> <p>Director Gregg Hart requested to see a presentation at the May Board Meeting of the evolution of membership dues over time. ACTION.</p> <p>Director Steve Bennett stated that the BEACON team is a collective of experts that is unique and serves as a great resource to all of the member agencies.</p> <p>Director Kyle Richards asked how the proportional membership contribution is determined for each agency. The Executive Director indicated that an explanation would be provided at the May Board Meeting. ACTION.</p> <p>Director Christy Weir requested why such a large contingency of \$128K was being maintained? Executive Director Brennan explained that a portion of these funds was being reserved to fund workshops and for use as local match funds for grants.</p> <p>Director Steve Bennett stated that BEACON was a boom and bust agency and the agency needs to build up a contingency for use as local match for grant funding.</p> <p>BOARD ACTIONS: The Board approved unanimously the Auditor Controller Recommended Actions.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 15, 2019

TIME: 9:00 AM

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

Item	7	<p>Kelp Anchor Project a. Receive presentation on the status of the Kelp Anchor Demonstration Project..</p>
Minutes/ Actions:		<p>Mr. Bob Kiel provided a presentation to the Board on the status of the Kelp Anchor Project.</p> <p>The presentation will be posted to the BEACON website.</p> <p>Director Steve Gama noted that kelp harvesting was prominent along the Santa Barbara coast in the not too distant past and he believed efforts were made by the kelp harvesting company to resurrect the kelp growth.</p> <p>BOARD ACTIONS: The Board received and filed the Kelp anchor Project report.</p>

Item	8	<p>East Beach Dune Restoration Demonstration Project a. Receive a report on the East Beach Dune Restoration Demonstration Project. b. Adopt Resolution 2019-1 in support of an application by BEACON to the California Department of Parks and Recreation, Division of Boating and Waterways, to seek funding for a Dune Restoration Demonstration Project on the City of Santa Barbara's East Beach.</p>
Minutes/ Actions:		<p>Program Manager, Gerald Comati provided a status report on the East Beach Dune Demonstration Project. He explained that the BEACON in coordination with the City of Santa Barbara had submitted a Grant Application to the Division of Boating and Waterways (DBW) in 2018 for funding to implement a dune establishment project on an approx. 200 foot stretch of East Beach in the City of Santa Barbara. In parallel with this grant pursuit effort, in 2018 the City of Santa Barbara began the development of a Coastal Resilience Plan. This City effort will continue throughout 2019 and will include an assessment of the East Beach Dune concept. Consequently, BEACON and the City have agreed that the 2018 grant application to DBW was premature and BEACON therefore requested that the grant application be withdrawn. However, it was also agreed that a subsequent application to DBW in 2019 would be appropriate. As a result, after consulting with DBW staff, on February 1, 2019, BEACON submitted a second grant application to DBW. As in 2018, a requirement of the application is a project specific resolution from the submitting agency which is attached as Resolution 2019-1 for consideration by the BEACON Board.</p> <p>BOARD ACTIONS: The Board received and filed the East Beach Demonstration Project status report. The Board unanimously approved adoption of Resolution 2019-01.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, March 15, 2019

TIME: 9:00 AM

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

Item	9	Carpinteria Beach Nourishments a. Receive presentation on the recent deposition of sediment from debris basins onto Carpinteria Beach.
Minutes/ Actions:		<p>The Executive Director, Mr. Tom Fayram Deputy Director of PW for the County of Santa Barbara and Mr. Matt Roberts, Parks and Recreation Director of the City of Carpinteria presented reports on the deposition of sediment onto Carpinteria Beach from debris basins this winter. Mr. Roberts explained that the deposition of sediment onto Carpinteria Beach following the winter storms had been successful. There was public support despite the ugliness of the actual process. The end result is significant additional width on the beach. Mr. Roberts pointed out that without the downstream obstructions that exist on most creeks, all of this sediment would naturally find itself on the beach and by trucking the material to the beach we are just completing this natural process.</p> <p>Director Christy Weir questioned how the location of the sediment deposition sites was made? Mr. Fayram explained that access is very important – for example sites in Montecito have very poor access.</p> <p>Director Kyle Richards suggested that the deposition location should be as close to the sediment source (debris basin) as possible to reduce extent of trucking on local roads.</p> <p>The Board received and filed the Carpinteria Beach Nourishment reports.</p>

Item	11	Executive Director's Report and Communications
Minutes/ Actions:		<p>The Executive Director indicated that the presentations of the Carpinteria Beach nourishment would be posted onto the BEACON website including the video he had made.</p> <p>Director Weir requested to see a map showing all the obstructions to natural creek sediment transport within the BEACON jurisdiction. ACTION.</p>

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

Adjourn to next regular meeting May 17, 2019, 2019 at 9:00 AM in Carpinteria City Hall

STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: #4

To: BEACON Board of Directors
From: Executive Director
Date May 10, 2019

Subject: Public Comment and Other Matters not on the Agenda

REQUIRED ACTION:

a. Receive Public Comments.



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STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: #5

To: BEACON Board of Directors
From: Executive Director
Date May 10, 2019

Subject: Reports

REQUIRED ACTION:

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



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STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: 6

To: BEACON Board of Directors
From: Consultant Staff
Date: May 7, 2019

Subject: Surfers Point Project

Required Actions:

- a. Approve and authorize the Executive Director to execute the Grant Agreement P-1-2-07 with the Ocean Protection Council (OPC) for the Surfers Point Project in the amount up to \$355,000 with a period of performance up to December 31, 2020.
- b. Approve and authorize the Chair to execute a Cooperative Agreement with the City of Ventura to implement the planning grant project in the amount up to \$355,000 with a period of performance up to December 31, 2020.

Discussion:

Background

BEACON has long supported the Surfers Point Managed Retreat and Living Shoreline Project (Project). The City and the Fairgrounds have agreed to cooperate on the completion of the Surfers Point Project through a Memorandum of Understanding (MOU). Phase 1 was constructed in 2011-2012. The completed portion of the larger project, Phase 1, has become a national model of a multiple benefit living shoreline and managed retreat adaptation project. The City has been actively planning for Phase 2 since 2016-17, and is ready to complete Phase 2 of the Project.

In 2017, the City requested assistance from BEACON in raising funding for the project and assisting in managing the community project planning process. BEACON agreed to assist this cooperative initiative and seek supplemental grant funding to complete final Project planning, design, and engineering. In 2018, BEACON successfully applied for and received approval for pass-through funding to the City for final planning, design and engineering for Phase 2 of the Project.

In order to allow for use of the grant funds, BEACON is required to enter into a Grant Agreement with the OPC. In addition to signing the grant agreement with the OPC, BEACON is required to sign a cooperative agreement with the City for grant project management and implementation.



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Ocean Protection Council Grant

In February 2018, BEACON Staff submitted a proposal to the OPC for the Project. The proposal requested \$355,000 of Proposition 1 funds for use in the final planning, design, and engineering construction phases of

the Project. OPC staff conducted an evaluation of the proposal and a site visit to the Project location between March and May 2018.

In July 2018, the OPC awarded to BEACON the \$355,000 of requested funding for the Project. OPC will fund up to \$355,000. BEACON submitted final documents to OPC in October 2018. OPC approved the grant agreement and work program earlier this month.

Staff is requesting the Board approve the OPC Grant Agreement, authorizing Executive Director to enter into the agreement. BEACON will execute the OPC Grant Agreement first; OPC will execute the OPC Grant Agreement second.

The OPC Grant Agreement is attached as Attachment 1.

Cooperative Agreement Between BEACON and City of Ventura

BEACON and the City of Ventura have negotiated a Cooperative Agreement detailing the respective responsibilities for grant project implementation.

All of the work (final environmental, planning, design, engineering tasks, including completion of construction bid drawings,) will be performed by the City and therefore, under the Cooperative Agreement, the City will be responsible for completing the planning Project.

BEACON staff is requesting that the BEACON Board approve the Cooperative Agreement, authorizing the Chair to enter into the agreement. The City Council approved the Cooperative Agreement in May 2019.

The Cooperative Agreement is attached as Attachment 2.

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

Grantee Name: BEACON, Beach Erosion Authority for Cleans Oceans and Nourishment

Project Title: Surfers Point Project

Agreement Number: P01-2-07

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

Program: California Ocean Protection Council

PROJECT DESCRIPTION

Scope of Work

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

Project Budget Details

The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager’s supervisor, will consider whether to approve the Grantee’s request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Where relevant, recipients of Grant Funds shall post signs acknowledging the source of the Funds pursuant to the Grant Guidelines, Application and requirements described in Appendix C. Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. The California Natural Resources Agency and California Ocean Protection Council (OPC or State) shall have the right to republish any material generated by this grant.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat Restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. Approval by the State of such

plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

4. Where relevant, the Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.

General Provisions

A. Definitions

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

14. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under section 501(c)(3) of the Internal Revenue Code.
15. The term "Other Sources of Funds" means cash or In-Kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
16. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
17. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
18. The term "Project Manager" means the representative of the State given authorization by the Ocean Protection Council Executive Director to administer and provide oversight of the Grant.
19. The term "Public Agency" means any State of California department or agency, a county, city, or public district or public agency formed under California law.
20. The term "Request for Disbursement" means the form that will be submitted requesting payment.
21. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.
22. The term "Work Plan" means the description of the tasks and related work to be accomplished by the Project
23. The term "Work Program" means the State approved Work Plan, Project Schedule, and Project Budget, as described in Exhibit A.

B. Project Execution

1. Subject to the availability of Funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional Funds that may be necessary to complete the Project as specified in the application.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **December 31, 2020.**
4. To the extent it is relevant, Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for Planning and document preparation may be available sooner if included in the grant

Project Scope (Exhibit A) and approved by the State.

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

If a Grantee's Project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the Grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., Planning, design, etc.), or (2) relinquishing any Planning/design documents, including all copies, reproductions, and variations resulting from said Funding, without a license to use or otherwise retain in any form.

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

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

- a. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
- b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

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

Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment. However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by the Council staff, the new Budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

D. Project Administration

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

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to Funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any State or federal law or policy by Grantee which affects performance of this or any other Grant Agreement or contract entered into with the State.
3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of Funding authorized in this Agreement.

4. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
5. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, Enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

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

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding would be used to complete the Project, the Grantee shall establish internal systems to track expenditure of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

H. Work Product

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

I. Use of Facilities

1. Where relevant, the real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Where relevant, Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 20 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Where relevant, Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. Where relevant, if the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property Funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. Where relevant, the Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. Where relevant, the Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

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

J. Application Incorporation

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

K. Severability

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

L. Waiver

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

M. Assignment

Except as expressly provided herein, this Agreement is not assignable by the Grantee either in whole or in part. The Grantee is herein expressly allowed to assign certain rights, obligations, duties, interest and liabilities under Grant Agreement No. P01-2-07 to the City of Ventura as indicated in Exhibit A. Exhibit A is attached hereto and incorporated herein by reference.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

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

O. Audit Requirements

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

P. Executive Director's Designee

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

Q. Insurance

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

If the Grantee provides funds to any contractor to accomplish any of the work of this Agreement or provides funds to any subgrantee to carry out a project under this Agreement, the Grantee shall first enter into an

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

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

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

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

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

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

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

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

- a. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
- b. For any claims related to this agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.

c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

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

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

Surfers Point Project – Final (Phase 2) Planning and Design WORK PLAN (2019-2020)

PROJECT DESCRIPTION: The purpose of this project is to complete all necessary final planning, design, engineering, and construction documents for the Surfers Point Project. The Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) will manage the grant agreement with the California Ocean Protection Council (OPC) and will coordinate all aspects of project management with the City of Ventura (CITY). The CITY, acting with approval of the landowner, the Ventura County Fairgrounds, is the Grantee's subcontractor, and will be leading final design and engineering pre-construction activities, using private consultant firm(s) to perform necessary tasks. Planning and design documents and deliverables will be presented to the project working group, the Fairgrounds Board of Directors, the City Council, the Coastal Commission, other involved agencies, stakeholders, and to the public.

PROJECT LOCATION: Surfer's Point is a 20-acre shoreline area in the City of Ventura that includes rocky and sandy beach, a parking area, bikeway, public roadway, and related public facilities built and managed by the City of Ventura and the Ventura County Fairgrounds. Surfers Point is located on the eastern side of the Ventura River delta. The prominent point is characterized by an extensive intertidal cobble substrate with a thin layer of ephemeral sand. Cobble and sand is delivered from the river during flood events with return interval of 5 years or greater. The region is subject to frequent high energy wave events resulting from powerful winter Pacific Northwest swells. The sandy beach is often scoured during extended periods of high surf, and naturally rebuilds during southerly swells in the relatively calm summer months. Cyclical droughts contribute to erosional cycles in which the beach recedes landward.

PROJECT HISTORY: The bike path was impacted by erosion in 1991 just two years after the City of Ventura opened the path and adjacent parking lot to the public in 1989. In response to the erosion problems a multiagency stakeholder working group convened in 1995 and developed an innovative "Managed Shoreline Retreat" project as an alternative to structural protection. The objective of the Managed Shoreline Retreat project is to restore a buffer zone to allow for cyclical erosion and accommodate future sea level rise. The long-term strategy for the site includes removing the obsolete Matilija Dam, 16 miles upriver, in order to restore the natural sediment delivery to the delta.

This project was phased in order to take advantage of limited funding, and Phase 1 included construction of a man-made cobble berm to an 8-foot depth to stabilize the shoreline and enable back beach shoreline restoration and relocation of the bike path and parking lot 70 feet landward. Phase 1 construction began in 2010 and was completed in July 2011. In 2012, sand dunes were constructed using sand imported from Pierpont beach and seeded with native dune plants. The City of Ventura used funding from the U.S. Department of Transportation's TEA-21 (Transportation Equity Act for the 21st Century) program combined with a state grant from the California Coastal Conservancy grant. Despite Phase 1 work, erosion continues to undermine the bluff supporting the bike path and parking lot that were not included within the Phase 1 project. Currently, temporary barriers warn beachgoers and bicyclists of the steep drop-off, and parking is limited in areas where the collapsed bike path has been rerouted. With the successful implementation of Phase 1, the stakeholders now wish to complete the project along the entire beach. The Surfers Point Project will provide multiple benefits, focusing on providing long-term shoreline protection incorporating innovative natural coastal systems and a program of "managed retreat." In addition to the re-location of public infrastructure out of the hazard zone, the project involves re-constructing natural coastal rocky cobble, beach, and dune systems through a so-called living shorelines approach.

California Governor Brown’s Executive Order B-30-15 (2015) directs that “natural infrastructure solutions should be prioritized by state agencies planning and investing in response to climate change.” Both the current version of the Safeguarding California Plan and the State of California Sea-Level Rise Guidance document (2018; originally 2010; revised 2013) emphasize the need to develop and evaluate the effectiveness of natural-based infrastructure and living shorelines treatments. In addition to the innovative development of natural infrastructure features, the project has employed an innovative, collaborative, stakeholder-based, planning process, exemplified by the Surfers Point Working Group, which has been actively involved at several different points in the project history to ensure project implementation and adaptive management.

The Surfers Point Managed Shoreline Retreat project is one of the first managed retreat projects to be implemented in California. Developed in response to coastal erosion, it serves as a model of sustainable shoreline management for other similar projects up and down the California coast. The project was featured as a national case study for managed retreat by the National Oceanic and Atmospheric Administration (NOAA) Office of Ocean and Coastal Resource Management. (2012; 2017)

PARTNERS: BEACON, the Grantee, acting in collaboration with the City of Ventura, will manage the grant agreement. The CITY will manage preparation of final design and construction documents. The project will be carried out in consultation with the Ventura County Fairgrounds, the Surfers Point Work Group, interested stakeholders, and members of the public.

PROJECT CONTACTS:

BEACON Grantee
Brian Brennan, Executive Director and Marc Beyeler, Project Manager
800 S. Victoria Ave, #1900, Ventura, CA 93009
(805) 746-5999 - Brian.Brennan@ventura.org

City of Ventura Sub Grantee
Brad Starr, P.E., Engineering Services Manager, City Public Works Department
501 Poli, Room 120, Ventura, CA 93001
(805) 658-4778 - bstarr@cityofventura.ca.gov

OPC Project Funder
Marina Cazorla, Program Manager, California Ocean Protection Council (OPC)
1416 Ninth Street, Suite 1311, Sacramento, CA 95814
(916) 653-0540 - marina.cazorla@resources.ca.gov

PROJECT PARTNERS:

Ventura County Fairgrounds - Barbara Quaid, Executive Director - bquaid@venturacountyfair.org

CA Department of Parks and Recreation - Nat Cox - Nat.Cox@parks.ca.gov

State Coastal Conservancy - Kara Kemmler, Project Manager - kkemmler@scc.ca.gov

Surfrider Foundation, Ventura Chapter - Paul Jenkins - pjenkin@surfrider.org

PROJECT TASKS AND DELIVERABLES

Task 1 Project and Contract Management \$0 June 2019 - Dec 2020

Task 1a: Project Management. BEACON, the Grantee, will coordinate with the designated OPC Project Manager to keep him/her informed about the status of the project. Grantee will be responsible managing the budget and schedule, submitting requests for disbursement, reports and other project and contract management activities.

DELIVERABLES: 1a.1: Quarterly progress reports
1a.2: Quarterly invoices

Task 1b: Cooperative Agreement. The Grantee intends to sign a cooperative agreement with the CITY, identified as the sub-grantee. The cooperative agreement shall describe the scope of work and the products expected. In the progress reports, the Grantee shall document all subcontractor activities, deliverables completed, progress, issues and proposed resolutions.

DELIVERABLES: 1b.1: Cooperative Agreement

Task 2 Final Site Planning \$152,780 June-Sept 2019

Task 2a: Site Design Refinement - Phase 1. The CITY will evaluate the as-built condition of the project to-date. CITY will identify the components or adjustments which need to be made to complete Task 2a to meet the intent of the original construction drawings. A plan overlay, colored as necessary for graphic clarity, with keynotes will be developed which identifies the components or adjustments which need to be made. Along with the plan noted above, an estimate of probable construction costs will be prepared.

DELIVERABLES: 2a.1 Site Design Refinement

Task 2b: Revised Draft Site Design Layout - Phase 2. CITY will prepare a digitally colored plan exhibit which includes the design components necessary to finish Task 2b per the original design. This exhibit and Task 2b scope of work will include removal of existing paved parking area, placement of cobble, beach sand and dunes plantings, relocate bike path, relocate the parking kiosk, fencing and other Task 2b facilities. CITY will provide a plan with linework and keynotes which identify and locate the final layout of the Task 2b project area. Along with the plans noted above, an estimate of probable construction costs will be prepared.

DELIVERABLES: 2b.1 Revised Draft Site Design Layout

Task 2c: Design - Civil Engineering. CITY will prepare preliminary design exhibits and estimate of probable construction costs for the several design alternative topics, including the storm drain system, parking lot surfacing, and parking lot options.

DELIVERABLES: 2c.1 Civil Engineering Design Alternative

Task 2d: Design - Landscape and Habitat. CITY will evaluate the success of the current landscaping. A separate evaluation of beach and dune habitat and species extent, density, and condition will be completed. Develop an alternative landscaping option that would eliminate the need for an irrigation system that includes a low impact development (LID) approach. A separate dune habitat plan will be developed, based on the results and successes of Phase 1 plantings.

DELIVERABLES: 2d.1 Landscape and Habitat Design Alternative

Task 2e: Design - Cobble Berm. CITY will evaluate the Phase 1 cobble and beach design to see if any changes would be needed for Phase 2 beach cobble design.

DELIVERABLES: 2e.1 Cobble Berm Design and Engineering Specifications

Task 2f: Approvals and Permits. The CITY has certified an Environmental Impact Report (EIR) for the project, complying with the California Environmental Quality Act (CEQA). However, if needed, the City, will submit any necessary additional information. The City has also received project approvals from various agencies, including Coastal Commission, United States Army Corps of Engineers, and the Regional Water Quality Control Board. The CITY will undertake consultation with all responsible agencies and provide any updated information to support the approved permits.

DELIVERABLES: 2f.1: Final design, plans, and permit approvals for Task 2a and Task 2b

Task 3: Public Engagement

\$23,500

June 2019 - March 2020

Task 3a: Public and Work Group Meetings. CITY shall organize and attend meetings with the project team and work group and schedule site visits with the design firm and the workgroup as needed to complete the final design. The scheduled Work Group meetings are anticipated to occur monthly unless the need for a meeting is not required by the group. Site meetings with the design team shall be as needed to complete the design. The Work Group includes:

- Brian Brennan and Marc Beyeler – BEACON
- Leslie Cornejo, Michael Bradbury and Barbara Quaid – 31st District Agricultural Association
- Kara Kemmler – State Coastal Conservancy
- Paul Jenkins – Surfrider Foundation
- Derek Turner – Ventura Kiteboarders Assn.
- Christy Weir, James Friedman, Brad Starr – City of Ventura
- Nat Cox – CA Dept. of Parks and Recreation

DELIVERABLES: 3a.1: Public meetings, agency, stakeholder and public input on designs

Task 3b: Exhibits and Displays. City will prepare additional exhibits and renderings for design and engineering coordination and presentations as scheduled by the Working Group.

DELIVERABLES: 3b.1: Public information materials

Task 4: Final Plans, Specifications, Construction Documents \$178,085

Nov 2019 - May 2020

4a: Plans, Specifications, and Estimates. Plans prepared by the City will include demolition, grading/drainage, street improvement, plan & profiles, horizontal control, site electrical, construction details, landscape, irrigation, dune and restoration. Also included are specifications and cost estimate. Additional subconsultants to be utilized as needed may include coastal engineers, electrical engineers, soils engineers, cost estimators and aerial photogrammetry.

DELIVERABLES: 4a.1: Final documents to support construction bidding and contracting

PROPOSED SCHEDULE AND TIMELINE CALENDAR OF TASKS

The Grantee agrees to submit all scheduled project deliverables in accordance with the schedule set forth in this agreement. In the event the Grantee anticipates any delay in the project schedule, the Contractor shall inform the OPC Project Manager in writing prior to the scheduled due date of that task or deliverable. In the event the project cannot be completed prior to the completion date of the Grant Agreement, the Grantee shall request an extension in writing, providing justification for the extension and a revised schedule of completion.

	2019							2020											
Month →	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
1 Proj Mgm																			
1a Proj/Cont	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1b Coop Agreement	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2 Site Designs																			
2a Refine	X	X	X	X															
2b Revised	X	X	X	X															
2c Civil	X	X	X	X															
2d Landscape	X	X	X	X															
2e Cobble Berm	X	X	X	X															
2f Approvals	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
3 Engagement																			
3a Work Group		X			X			X											
3b Exhibits		X			X			X											
4 Const Docs																			
4a Final Design Docs						X	X	X	X	X	X	X							

Budget Details and Spreadsheet

<u>Task</u>	<u>Task Title</u>	<u>Sub-task</u>	<u>Subtask Title</u>	<u>OPC Grant</u>	<u>Grantee Match(es)</u>	<u>Total Budget</u>
1	Project Mgmt (Total)			\$0	\$21,000	\$21,000
		1a	Proj Mgm	\$0	\$20,000	\$20,000
		1b	Coop Agree	\$0	\$1,000	\$1,000
2	Site Designs and Approvals (Total)			\$152,780	\$81,740	\$234,520
		2a	Site review	\$940	\$33,000	\$33,940
		2b	Site refine	\$13,400	\$40,740	\$54,140
		2c	Civil engineering	\$30,000	\$0	\$30,000
		2d	Landscape	\$6,000	\$0	\$6,000
		2e	Cobble berm	\$65,000	\$0	\$65,000
		2f	Approvals	\$37,440	\$8,000	\$45,440
3	Public Engagement (Total)			\$23,500	\$20,564	\$44,064
		3a	Work group	\$16,000	\$10,000	\$26,000
		3b	Exhibits	\$7,500	\$10,564	\$18,064
4	Construction Documents (Total)			\$178,085	\$5,000	\$183,085
4a		4a	PS&E	\$178,085	\$5,000	\$183,085
	Indirect Costs*			\$0	\$0	\$0
TOTAL				\$354,365.00	\$128,304.00	\$482,669.00

Budget Details

Labor Rates

No BEACON or City staff time is proposed to be reimbursed from this grant agreement.

Other Direct Costs

Other direct costs will be billed at cost up to the maximum budget amount. Other direct costs will include but are not limited to mileage, printing, and supplies. No overhead shall be charged as direct costs.

Travel Costs

No Funds have been proposed to be reimbursed for travel costs from this grant agreement.

Indirect Costs

No Indirect Costs have been proposed to be reimbursed from this grant agreement.

STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: 7

To: BEACON Board of Directors
From: Ventura County Auditor-Controller's Office
Date: May 17, 2019

Subject: Membership Dues/Assessments (unanimous vote required)

REQUIRED ACTIONS:

- a. Adopt an increase to voting member assessments (membership dues) by 3.2% for fiscal year 2019-2020 to provide an additional \$4,565 in revenue (Exhibit I).
(Requires unanimous approval (10/10th vote))

DISCUSSION:

Action a –

Staff is requesting the Board consider approval of member annual dues for BEACON and its inclusion in the fiscal year 2019-20 BEACON Budget as follows:

County of Ventura	\$24,995
County of Santa Barbara	\$24,995
City of Santa Barbara	\$20,830
City of Oxnard	\$20,830
City of San Buenaventura	\$20,830
City of Carpinteria	\$12,500
City of Port Hueneme	\$ 9,615
City of Goleta	<u>\$12,500</u>
Total	\$147,095

The annual membership dues for fiscal year 2019-20 will be increased by 3.2% for all members. This increase will provide BEACON with an additional \$4,565 in revenue. The increase is based upon the Consumer Price Index (CPI), which measures the average change over time in the prices paid for goods and services.

At the March 15, 2019 BEACON meeting, the 3.2% increase to member dues was included as part of the presentation of the Recommended Fiscal Year 2019-2020 Budget. Additionally, on Wednesday, April 17, 2019, to allow member agencies to appropriate BEACON membership dues in their respective annual budgets, a notice was sent via email to inform members of the proposed increase to BEACON membership dues.



A California Joint Powers Agency

Member Agencies

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

Santa Barbara Address:

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Santa Barbara, CA 93101

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Email:

Beacon.ca.gov

Internet:

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

Fiscal Year 2019-2020 BEACON Proposed Membership Dues

Entity	Fiscal Year 17-18	CPI Increase 3.50%	Fiscal Year 18-19	CPI Increase 3.20%	Fiscal Year 19-20
County of Ventura	23,400.00	820.00	24,220.00	775.00	24,995.00
County of Santa Barbara	23,400.00	820.00	24,220.00	775.00	24,995.00
City of Santa Barbara	19,500.00	685.00	20,185.00	645.00	20,830.00
City of Oxnard	19,500.00	685.00	20,185.00	645.00	20,830.00
City of Buenaventura	19,500.00	685.00	20,185.00	645.00	20,830.00
City of Carpinteria	11,700.00	410.00	12,110.00	390.00	12,500.00
City of Port Hueneme	9,000.00	315.00	9,315.00	300.00	9,615.00
City of Goleta	11,700.00	410.00	12,110.00	390.00	12,500.00
	137,700.00	4,830.00	142,530.00	4,565.00	147,095.00

BEACON
MEMBERSHIP DUES HISTORY

NAME	FY 87-88	FY 88-89	FY 89-90	FY 90-91	FY 91-92		FY 92-93		FY 93-94		FY 94-95		FY 95-96		FY 96-97	
	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	AMOUNT ASSESSED	AMOUNT PAID	AMOUNT ASSESSED	AMOUNT PAID	AMOUNT ASSESSED	AMOUNT PAID	AMOUNT ASSESSED	AMOUNT PAID	AMOUNT ASSESSED	AMOUNT PAID	AMOUNT ASSESSED	AMOUNT PAID
County of Ventura	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	-	12,000	-		
County of Santa Barbara	12,000	12,000	12,000	12,000	12,000	12,000	12,000	-	12,000	-	12,000	-	12,000	-		
City of Santa Barbara	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	10,000	-	10,000	-		
City of Oxnard	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-		
City of San Buenaventura	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	(10,000)
City of Carpinteria	10,000	10,000	10,000	10,000	-	-	10,000	-	10,000	-	5,000	-	5,000	-		
City of Port Hueneme	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-	10,000	-	5,000	-	5,000	-	5,000	(5,000)
City of Goleta	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
TOTAL	74,000	74,000	74,000	74,000	64,000	64,000	74,000	42,000	74,000	32,000	64,000	20,000	64,000	15,000	(15,000)	

NAME	FY 97-98	FY 98-99	FY 99-00	FY 00-01	FY 01-02	FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09		FY 09-10		
	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	AMOUNT ASSESSED	AMOUNT PAID	AMOUNT ASSESSED	AMOUNT PAID	
County of Ventura	6,000	6,000	6,000	10,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	18,000	18,000	15,300	15,300
County of Santa Barbara	6,000	6,000	6,000	10,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	18,000	18,000	15,300	15,300
City of Santa Barbara	4,800	4,800	4,800	8,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	15,000	15,000	12,750	12,750
City of Oxnard	4,800	4,800	4,800	8,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	15,000	15,000	12,750	12,750
City of San Buenaventura	4,800	4,800	4,800	8,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	8,500	8,500
City of Carpinteria	2,400	2,400	2,400	4,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	9,000	9,000	7,650	7,650
City of Port Hueneme	2,400	2,400	2,400	4,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	9,000	9,000	7,650	7,650
City of Goleta	N/A	N/A	N/A	N/A	N/A	N/A	6,000	6,000	6,000	6,000	6,000	6,000	9,000	6,000	7,650	-
TOTAL	31,200	31,200	31,200	52,000	66,000	66,000	72,000	72,000	72,000	72,000	72,000	103,000	100,000	87,550	79,900	

NAME	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	ASSESSED & PAID	PROPOSED DUES
County of Ventura	15,300	16,100	18,000	18,000	18,000	18,000	23,400	23,400	24,220	24,995
County of Santa Barbara	15,300	16,100	18,000	18,000	18,000	18,000	23,400	23,400	24,220	24,995
City of Santa Barbara	12,750	13,400	15,000	15,000	15,000	15,000	19,500	19,500	20,185	20,830
City of Oxnard	12,750	13,400	15,000	15,000	15,000	15,000	19,500	19,500	20,185	20,830
City of San Buenaventura	8,500	8,950	10,000	10,000	10,000	10,000	13,000	19,500	20,185	20,830
City of Carpinteria	7,650	8,050	9,000	9,000	9,000	9,000	11,700	11,700	12,110	12,500
City of Port Hueneme	7,650	8,050	9,000	9,000	9,000	9,000	9,000	9,000	9,315	9,615
City of Goleta	7,650	8,050	9,000	9,000	9,000	9,000	11,700	11,700	12,110	12,500
TOTAL	87,550	92,100	103,000	103,000	103,000	103,000	131,200	137,700	142,530	147,095

STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: 8

To: BEACON Board of Directors
From: Ventura County Auditor-Controller's Office
Date: May 17, 2019

Subject: Auditor-Controller Recommended Actions

REQUIRED ACTIONS:

- a. Receive and file the audited financial statements for the fiscal years ended June 30, 2018 and 2017 (Exhibit I);
- b. Receive and file the Management Letter for the audit of the financial statements for the fiscal years ended June 30, 2018 and 2017 (Exhibit II);
- c. Adopt the proposed final budget for fiscal year 2019-2020 (Exhibit III);
- d. Authorize the Auditor-Controller's Office to adjust contingency for the fiscal year 2019-2020 budget where the fiscal year 2018-2019 actual year-end closing fund balance differs from the budget estimate;
- e. Receive and file the Fiscal Year 2018-2019 Budget-to-Actual Report for the year-to-date period ending April 30, 2019 (Exhibit IV); and
- f. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th vote):

INCREASE	Other Professional & Specialized Services	\$ 5,000
DECREASE	Travel Expenses:	\$ 5,000

DISCUSSION:

Action a –

Receive and file the audited financial statements for the fiscal years ended June 30, 2018 and 2017 (Exhibit I).

Action b –

Receive and file the Management Letter for the audit of the financial statements for the fiscal years ended June 30, 2018 and 2017 (Exhibit II).



A California Joint Powers Agency

Member Agencies

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

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

501 Poli St.
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Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

Action c –

The **proposed final budget for fiscal year 2019-2020** includes total financing sources of \$598,415, made up primarily of member dues, grants, and interest revenue totaling \$525,460 and appropriated fund balance totaling \$72,955. The annual membership dues for FY 2019-2020 include a 3.2 % increase, please see discussion for Agenda Item #7 for a detailed breakdown and explanation.

Total financing uses of \$598,415, consisting of \$523,415 in expenditures (overhead plus grant funded expenditures) combined with a contingency of \$75,000.

The proposed final budget brought before you reflects a balanced budget whereby overhead costs are less than or equal to annual revenues from membership dues plus interest earnings and appropriated fund balance.

Action d –

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

Action e –

Receive and file report from Ventura County Auditor-Controller's Office on budget-to-actual for fiscal year 2018-2019 for the period ending April 30, 2019 (Exhibit IV).

Action f –

The following budgetary adjustment is recommended:

To increase other professional and specialized services by \$5,000 to accommodate:

- Modification of the consulting services contract with Marc Beyeler-MBA Consultants (\$5,000)

To decrease travel expenses by \$5,000 to transfer appropriations to other professional and specialized services.



Biennial Financial Report
For Fiscal Years Ended
June 30, 2018 and June 30, 2017

Beach Erosion Authority for Clean Oceans and Nourishment
Biennial Financial Report
For the Fiscal Years Ended June 30, 2018 and 2017

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BIENNIAL FINANCIAL REPORT
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

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INTRODUCTORY SECTION

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BIENNIAL FINANCIAL REPORT
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

OUR MISSION STATEMENT

“To address coastal erosion, beach nourishment and clean oceans within the Central California Coast from Point Conception to Point Mugu and to foster greater cooperation toward the maintenance and enhancement of the beaches within the jurisdiction of member agencies.”

LIST OF OFFICIALS

June 30, 2018

Board Members:

Janet Wolf	Supervisor, County of Santa Barbara
Jon Sharkey	Councilmember, City of Port Hueneme
Steve Bennett	Supervisor, County of Ventura
Das Williams	Supervisor, County of Santa Barbara
John Zaragoza	Supervisor, County of Ventura
Gregg Hart	Councilmember, City of Santa Barbara
Kyle Richards	Councilmember, City of Goleta
Carmen Ramirez	Councilmember, City of Oxnard
Fred Shaw	Councilmember, City of Carpinteria
Christy Weir	Councilmember, City of San Buenaventura

Administrative:

Brian Brennan	Executive Director
Rachel Van Mullem	Legal Counsel
Jeffery Burgh	Auditor-Controller
	BEACON Chief Financial Officer

FINANCIAL SECTION



Fedak & Brown LLP
Certified Public Accountants

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FAX (714) 527-9154

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(951) 783-9149

Independent Auditor's Report

Governing Board
Beach Erosion Authority for Clean Oceans and Nourishment
Ventura, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) as of and for the years ended June 30, 2018 and 2017, and the related notes to the financial statements, which collectively comprise BEACON's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of BEACON, as of June 30, 2018 and 2017, and the respective changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Independent Auditor's Report, continued

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 7 through 13 and the Budgetary Comparison Schedules – General Fund on page 33 to 35 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise BEACON's basic financial statements. The Project Descriptions on pages 39 and 40 and Project Revenue and Expenditures by Category on page 41 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued a report dated March 22, 2019, on our consideration of BEACON's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audits. That report can be found on pages 43 and 44.

Fedak & Brown LLP

Fedak & Brown LLP
Cypress, California
March 22, 2019

**MANAGEMENT'S
DISCUSSION
AND ANALYSIS**

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017

This section of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) basic financial statements presents a discussion and analysis of BEACON's financial performance during the fiscal years ended June 30, 2018 and 2017.

FINANCIAL HIGHLIGHTS

- The assets of BEACON exceeded its liabilities at the close of fiscal years 2017-18 and 2016-17 by \$154,218 and \$117,770 (net position) respectively. Of these amounts, \$154,218 in FY 2017-18 and \$117,770 in FY 2016-17 (unrestricted net position) may be used to meet BEACON's ongoing obligations.
- BEACON's total net position in FY2017-18 of \$154,218 increased by 31 percent compared with FY2016-17. Total net position in FY2016-17 of \$117,770 increased by 21 percent compared with FY2015-16.
- BEACON's total revenue increased by 5 percent or \$6,934 from \$134,831 in FY 2016-17 to \$141,765 in FY 2017-18 primarily due to an increase in membership dues.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to BEACON's basic financial statements. BEACON's basic financial statements comprise three components:

- 1) Government-wide financial statements,
- 2) Fund financial statements, and
- 3) Notes to the basic financial statements.

This report also contains required and other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of BEACON's finances, in a manner similar to private-sector business. The *statement of net position* and *statement of activities* use the flow of economic resources measurement focus and accrual basis of accounting. The focus and basis emphasize is on the *long-term* view of BEACON's finances.

The *statement of net position* presents information on all of BEACON's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of BEACON is improving or deteriorating.

The *statement of activities* presents information showing how net position changed during the most recent fiscal years. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses reported in this statement include some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 15 to 17 of this report.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017

Fund Financial Statements

Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of BEACON rather than BEACON as a whole. They are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. BEACON is a single purpose, single fund entity and utilizes a governmental fund to account for its activities.

The fund financial statements consist of the balance sheet and statement of revenues, expenditures, and changes in fund balance. These are prepared on the modified-accrual basis of accounting, whereas government-wide statements are prepared on the full-accrual basis.

In general, these financial statements under the modified-accrual basis have a short-term emphasis and for the most part, measure and account for assets that are current financial resources, and liabilities that are expected to be liquidated with current financial resources. Specifically, cash and receivables collectible within a very short period of time are reported on the balance sheet.

The difference between a fund's total assets, deferred outflows of resources, total liabilities, and deferred inflows of resources represents the fund balance. The assigned and unassigned portions of the fund balance represents the amount available to finance future activities. For fiscal years 2018 and 2017, fund balances were assigned to finance the budgetary deficits of the ensuing fiscal years.

The operating statement for the governmental fund reports all expenditures incurred, but only those revenues that were collected in cash during the current period or very shortly after the end of the year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. When differences exist, both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The fund financial statements can be found on pages 18 to 19 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found beginning on page 21 of this report.

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Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning BEACON's budgetary schedules. BEACON adopts an annual appropriated budget. Budgetary comparison schedules for the general fund have been provided to demonstrate compliance at the legal level of budgetary control. Required supplementary information can be found on pages 33 to 37 of this report.

Supplementary Information

Supplementary information includes the project descriptions and the schedules for revenue and expenditures by project and project expenditures by category. Supplementary information can be found on pages 39 through 41 of this report.

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
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GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of BEACON, at the close of fiscal years 2018 and 2017, assets exceeded liabilities by \$154,218 and \$117,770 respectively, with the change primarily due to unexpended membership dues.

The following is a summary of BEACON's assets, liabilities and net position comparing FY 2017-18 with FY 2016-17, and FY 2016-17 with FY 2015-16:

Summary of Net Position Governmental Activities June 30, 2018, 2017 and 2016						
	FY 2017-18	FY 2016-17	Percent Increase (Decrease)	FY 2016-17	FY 2015-16	Percent Increase (Decrease)
Assets:						
Current and other assets	\$ <u>233,390</u>	\$ <u>187,065</u>	25%	\$ <u>187,065</u>	\$ <u>169,326</u>	10%
Total assets	<u>233,390</u>	<u>187,065</u>	25%	<u>187,065</u>	<u>169,326</u>	10%
Liabilities:						
Other liabilities	<u>79,172</u>	<u>69,295</u>	14%	<u>69,295</u>	<u>72,147</u>	(4)%
Total liabilities	<u>79,172</u>	<u>69,295</u>	14%	<u>69,295</u>	<u>72,147</u>	(4)%
Net position						
Unrestricted	<u>154,218</u>	<u>117,770</u>	31%	<u>117,770</u>	<u>97,179</u>	21%
Total net position	<u>\$ 154,218</u>	<u>\$ 117,770</u>	31%	<u>\$ 117,770</u>	<u>\$ 97,179</u>	21%

BEACON's total net position in FY 2017-18 of \$154,218 increased by 31 percent compared with FY 2016-17. Total net position in FY 2016-17 of \$117,770 increased by 21 percent compared with FY 2015-16.

At the end of each fiscal year, BEACON accrues all amounts owed but not yet paid by year-end. Total liabilities of \$79,172 for FY 2017-18 increased by \$9,877, compared to FY 2016-17, primarily due to a increase in year-end accrued expenditures for services that were paid out after year-end. Total liabilities of \$69,295 for FY 2016-17 decreased by \$2,852, compared to FY 2015-16.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
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The following table summarizes the changes in net position comparing FY 2017-18 with FY 2016-17, and FY 2016-17 with FY 2015-16:

	Summary of Activities Governmental Activities					Percent Increase (Decrease)
	<u>FY 2017-18</u>	<u>FY 2016-17</u>	(Decrease)	<u>FY 2016-17</u>	<u>FY 2015-16</u>	
Revenues:						
Program revenues:						
Membership dues	\$ 137,700	\$ 131,200	5%	\$ 131,200	\$ 103,000	27%
Operating grants and contributions	1,160	2,500	(54)%	2,500	4,005	(38)%
General revenues:						
Interest and investment earnings	<u>2,905</u>	<u>1,131</u>	157%	<u>1,131</u>	<u>1,192</u>	(5)%
Total revenues	<u>141,765</u>	<u>134,831</u>	5%	<u>134,831</u>	<u>108,197</u>	25%
Expenses:						
Administrative	66,806	84,980	(21)%	84,980	68,288	24%
Technical and engineering services	<u>38,511</u>	<u>29,260</u>	32%	<u>29,260</u>	<u>28,730</u>	2%
Total expenses	<u>105,317</u>	<u>114,240</u>	(8)%	<u>114,240</u>	<u>97,018</u>	18%
Change in net position	36,448	20,591	77%	20,591	11,179	84%
Net position, beginning	<u>117,770</u>	<u>97,179</u>	21%	<u>97,179</u>	<u>86,000</u>	13%
Net position, ending	<u>\$ 154,218</u>	<u>\$ 117,770</u>	31%	<u>\$ 117,770</u>	<u>\$ 97,179</u>	21%

BEACON received total revenue of \$141,765 in FY 2017-18, which is an increase of \$6,934 when compared with FY 2016-17. Total revenue received in FY 2016-17 was \$134,831, which was an increase of \$26,634 compared with FY 2015-16. Increase in revenue for FY 2017-18 and FY 2016-17 is primarily due to an increase of membership dues. In FY 2016-17, for first time since FY 2008-09, membership dues were increased by 30 percent for all members of BEACON, except for the City of Port Hueneme.

In FY 2017-18, total grant revenue of \$1,160 was accrued for the Debris Flow Removal project, this is to be received by the California Ocean Protection Council (OPC). In FY 2016-17, the City of Goleta also donated \$2,500 for the Kelp Anchor Demonstration Project.

BEACON had interest and investment earnings, including the allocated portion of the County Treasurer's Pooled Investment Program's unrealized gain or loss in the fair value of investments at June 30, 2018 and June 30, 2017, of \$2,905 and \$1,131 respectively, this was a 157 percent increase. Interest and investment earnings for FY 2016-17 was \$1,131 or 5 percent decrease when compared to FY 2015-16. The County Treasurer's Pooled Investment Program earned an average rate of 1.30 percent in FY 2017-18 for funds invested in the investment pool when compared to an average rate of 0.80 percent in FY 2016-17.

In FY 2017-18, BEACON spent \$66,806 for administrative expenses compared to \$84,980 for FY 2016-17, a decrease of \$18,174. This was primarily due to decreases in expenditures for accounting and auditing services, which is a result of the bi-annual audit off-cycle year. Administrative expenses in FY 2016-17 increased by \$16,692 as compared to FY 2015-16 expenses, primarily due to the accounting and auditing services for the bi-annual audit. For technical and engineering services, in FY 2017-18, BEACON spent \$38,511 compared to \$29,260 for FY 2016-17, an increase of \$9,251. The increase stems from the preparation of a concept plan for the East Beach Dunes project in the City of Santa Barbara and an increased need for project assistance for the Surfer's Point Managed Retreat Project.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
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The following is a summary of BEACON's governmental activities expenses, and the related operating grants and contributions, comparing FY 2017-18 with FY 2016-17, and FY 2016-17 with FY 2015-16:

<u>Governmental Activities</u>	<u>FY 2017-18</u>	<u>FY 2016-17</u>	<u>Increase (Decrease)</u>	<u>FY 2016-17</u>	<u>FY 2015-16</u>	<u>Increase (Decrease)</u>
Administrative	\$ 945	\$ -	\$ 945	\$ -	\$ -	\$ -
Technical and Engineering Services	215	-	215	-	-	-
Total Expenses	1,160	-	1,160	-	-	-
Total Operating Grants and Contributions	1,160	2,500	(1,340)	2,500	4,005	(1,505)
Total Change	\$ -	\$ (2,500)	\$ 2,500	\$ (2,500)	\$ (4,005)	\$ 1,505

In FY 2017-18, BEACON expended \$1,160 grant funds for the Debris Basin Removal project. For FY 2016-17, BEACON received \$2,500 in operating grants and contributions for the Kelp Anchor Demonstration project.

OPERATING FUND BUDGETARY HIGHLIGHTS

Due to unspent funds, BEACON had a budgetary variance for FY 2017-18 and FY 2016-17 of \$138,420 and \$107,314 respectively primarily due to amounts budgeted for contingencies which were unspent. Additional budgetary information is provided on pages 33 through 37.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- During FY 2018-19, BEACON will continue pursuing grant funding to fund the associated technical analyses necessary to amend the Coastal Regional Sediment Management Plan (CRSMP) to incorporate coastal inundation and sea level projection data.
- BEACON local sponsorship, oversight or management will continue in FY 2018-19 for the following projects: Oil Piers and the Kelp Anchor Demonstration Project. No grant funding has been secured by BEACON for these projects.
- In June 2016 Grant funding was secured for the Debris Basin Removal Project, which is a collaboration project with the Santa Barbara Flood Control District. Following the January 9, 2018, debris flow event in Montecito, the Santa Barbara County Flood Control District is modifying its debris basin modification and removal strategy. BEACON staff are meeting with California Ocean Protection Council (OPC) to define a path forward.
- In FY 2018-19, BEACON will continue its efforts to secure supplemental funding for the three harbors within BEACON's jurisdiction (Santa Barbara, Ventura, and Channel Islands harbors) in an effort to allow continuation of dredging operations performed by each harbor. In February 2017, BEACON submitted a grant application to the California Division of Boating and Waterways (DBW), which was not successful.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
MANAGEMENT'S DISCUSSION AND ANALYSIS
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- In FY 2019-20 BEACON will continue to seek other grant funding opportunities to fund the projects listed above as well as BEACON's Policy and Management Initiatives.
- The FY 2018-19 adopted budget totals \$301,971, with \$128,491 budgeted for contingencies. Financing Sources included revenues of \$162,330 and fund balance of \$139,641 was used to balance the budget.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of BEACON's finances for all those with an interest in BEACON's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Jeffery S. Burgh, BEACON Chief Financial Officer, County of Ventura, 800 South Victoria Avenue, Ventura, California, 93009.

BASIC FINANCIAL STATEMENTS

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
 STATEMENTS OF NET POSITION - GOVERNMENTAL ACTIVITIES
 JUNE 30, 2018 AND 2017

	FY 2017-18	FY 2016-17
<u>ASSETS</u>		
Cash and investments (Note 2)	\$ 230,758	\$ 186,355
Accounts receivable (Note 4)	1,472	710
Long-term receivable	1,160	-
Total assets	233,390	187,065
 <u>LIABILITIES</u>		
Accounts payable	15,593	4,173
Due to other governmental agencies (Note 6)	1,671	4,121
Accrued liabilities (Note 5)	116	-
Unearned revenue	61,792	61,001
Total liabilities	79,172	69,295
 <u>NET POSITION</u>		
Unrestricted	154,218	117,770
Total net position	\$ 154,218	\$ 117,770

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2018

<u>Functions/Programs</u>	<u>Expenditures</u>	<u>Program Revenues</u>		<u>Net (Expenses) Revenues and Changes in Net Position</u>
		<u>Membership Dues</u>	<u>Operating Grants and Contributions</u>	<u>Total Governmental Activities</u>
Governmental activities:				
Administrative	\$ 66,806	\$ 100,191	\$ 945	\$ 34,330
Technical and engineering services	<u>38,511</u>	<u>37,509</u>	<u>215</u>	<u>(787)</u>
Total governmental activities	<u>\$ 105,317</u>	<u>\$ 137,700</u>	<u>\$ 1,160</u>	33,543

General Revenues:	
Interest and investment earnings	<u>2,905</u>
Change in net position	36,448
Net position - July 1, 2017	<u>117,770</u>
Net position - June 30, 2018	<u>\$ 154,218</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
STATEMENT OF ACTIVITIES - GOVERNMENTAL ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2017

<u>Functions/Programs</u>	<u>Expenditures</u>	Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Membership Dues	Operating Grants and Contributions	Total Governmental Activities
Governmental activities:				
Administrative	\$ 84,980	\$ 111,192	\$ -	\$ 26,212
Technical and Engineering Services	<u>29,260</u>	<u>20,008</u>	<u>2,500</u>	<u>(6,752)</u>
Total governmental activities	<u>\$ 114,240</u>	<u>\$ 131,200</u>	<u>\$ 2,500</u>	19,460

General Revenues:	
Interest and investment earnings	<u>1,131</u>
Change in net position	20,591
Net position - July 1, 2016	<u>97,179</u>
Net position - June 30, 2017	<u>\$ 117,770</u>

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
BALANCE SHEETS
GOVERNMENTAL FUND
JUNE 30, 2018 and 2017

	FY 2017-18	FY 2016-17
	<u>General Fund</u>	<u>General Fund</u>
<u>ASSETS</u>		
Cash and investments (Note 2)	\$ 230,758	\$ 186,355
Accounts receivable (Note 4)	1,472	710
Long-term receivable	1,160	-
Total assets	\$ 233,390	\$ 187,065
<u>LIABILITIES</u>		
Accounts payable	\$ 15,593	\$ 4,173
Due to other governmental agencies (Note 6)	1,671	4,121
Accrued liabilities (Note 5)	116	-
Unearned revenue	61,792	61,001
Total liabilities	79,172	69,295
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Unavailable revenue - grants	1,160	-
Total deferred inflows of resources	1,160	-
<u>FUND BALANCE</u>		
Assigned	139,641	103,562
Unassigned	13,417	14,208
Total fund balance	153,058	117,770
Total liabilities, deferred inflows of resources and fund balance	\$ 233,390	\$ 187,065
 Fund balance - total governmental fund	 \$ 153,058	 \$ 117,770
Certain receivables are not available to pay for current period expenditures, and therefore are not reported as revenue in the governmental fund.	1,160	-
Net position of governmental activities	\$ 154,218	\$ 117,770

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
 STATEMENTS OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 GOVERNMENTAL FUND
 FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017

	FY 2017-18	FY 2016-17
	<u>General Fund</u>	<u>General Fund</u>
Revenues:		
Membership dues	\$ 137,700	\$ 131,200
Contributions/Donations	-	2,500
Investment Earnings	2,905	1,131
Total revenues	140,605	134,831
Expenditures:		
Administrative		
Project management	52,177	50,728
Accounting services	7,873	14,987
Legal services	1,288	6,076
Audit services	-	9,980
Insurance	3,218	3,209
Other professional services	2,250	-
Total administrative	66,806	84,980
Technical and engineering services	38,511	29,260
Total expenditures	105,317	114,240
Net change in fund balance	35,288	20,591
Fund balance - beginning	117,770	97,179
Fund balance - ending	\$ 153,058	\$ 117,770
 Net change in fund balance - total governmental fund	 \$ 35,288	 \$ 20,591
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	1,160	-
Change in net position of governmental activities	\$ 36,448	\$ 20,591

See the accompanying notes to the basic financial statements

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

1. REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A) ORGANIZATION AND OPERATIONS OF THE REPORTING ENTITY

B.E.A.C.O.N. was established by a Joint Powers Agreement on July 1, 1986, by the Cities of Carpinteria, Oxnard, Port Hueneme, Santa Barbara, and Ventura, and the Counties of Santa Barbara and Ventura (member agencies). This joint powers agency was established under authority of Title 1, Division 7, Chapter 5 of the California Government Code (6500 et seq.). On May 14, 1999, an amended Joint Powers Agreement established a name change to Beach Erosion Authority for Clean Oceans and Nourishment (BEACON). The City of Goleta joined BEACON in fiscal year 2003-04.

BEACON is a public entity separate and apart from any Member Agency. All powers of BEACON are exercised by the Board of Directors. The Board of Directors is composed of one designated representative and one alternate from each member city, and two designated representatives and two alternates each, from the County of Santa Barbara and the County of Ventura. Each designated director and alternate must be a mayor, councilperson or supervisor.

The purpose of BEACON is to foster greater cooperation toward the maintenance and enhancement of the beaches within the jurisdiction of BEACON member agencies.

BEACON accounts for its financial position and results of operation in accordance with generally accepted accounting principles (GAAP) applicable to governmental units.

External Investment Trust. BEACON participates in an external investment trust fund managed by the County of Ventura Treasurer. The County Treasurer's investment pool is defined in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, as amended by GASB 72, which requires governmental entities to report certain investments at fair value in the statement of net position and recognize the corresponding change in fair value of investments in the year in which the change occurred. The fair value of pooled investments is determined monthly and is provided by the custodian bank. The external investment pool commingles the moneys of more than one legally separate entity, not part of the sponsor's reporting entity, and invests on the participants' behalf in an investment portfolio for the purpose of increasing investment earnings.

Fund Accounting. The accounts of BEACON are organized on the basis of funds. A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity.

General Fund – The General Fund accounts for the legally authorized activities of BEACON. For financial reporting, the General Fund includes grant and investment revenues and program and administrative expenditures. The activity of an agency fund is combined with the General Fund.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

B) NEW ACCOUNTING PRONOUNCEMENTS

GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*, effective for periods beginning after June 15, 2015; except those provisions that address employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement 68, which are effective beginning after June 15, 2016, improves financial reporting by establishing a single framework for the presentation of information about pensions, which will enhance the comparability of pension-related information reported by employer and non-employer contributing entities. The new requirements are not applicable to BEACON.

GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, effective for periods beginning after June 15, 2016, improves the usefulness of information about postemployment benefits other than pensions (OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and accessing accountability, primarily through enhanced note disclosures and schedules of required supplementary information. The new requirements are not applicable to BEACON.

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, effective for periods beginning after June 15, 2017, improves the decision-usefulness of information in employer and governmental nonemployer contributing entity financial reports and enhances its value for assessing accountability and interperiod equity by requiring recognition of the entire OPEB liability and a more comprehensive measure of OPEB expense. The new requirements are not applicable to BEACON.

GASB Statement No. 77, *Tax Abatement Disclosures*, effective for periods beginning after December 15, 2015, improves financial reporting of state and local governments by providing users the tax abatement information they need to evaluate the financial health of governments, such as, a reporting government's own tax abatement agreements and those that are entered into by other governments and that reduce the reporting government's tax revenues. The new requirements are not applicable to BEACON.

GASB Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*, effective for periods beginning after December 15, 2015, amends the scope and applicability of Statement No. 68, *Accounting and Financial Reporting for Pensions*, to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local government employer. This statement also establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above. The new requirements are not applicable to BEACON.

GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, effective for periods beginning after June 15, 2015, except those provisions that address portfolio quality, custodial credit risk, and shadow pricing, which are effective for periods beginning after December

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
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For the Fiscal Years Ended June 30, 2018 and 2017

15, 2015, establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The new requirements are not applicable to BEACON.

GASB Statement No. 80, *Blending Requirements for Certain Component Units - an amendment of GASB Statement No. 14*, effective for periods beginning after June 15, 2016, improves financial reporting by clarifying the financial statement presentation requirements for certain component units established in Statement No. 14, The Financial Report Entity, as amended, by establishing an additional blending requirement. The new requirements are not applicable to BEACON.

GASB Statement No. 81, *Irrevocable Split-Interest Agreements*, effective for periods beginning after December 15, 2016, improves accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. The new requirements are not applicable to BEACON.

GASB Statement No. 83, *Certain Asset Retirement Obligations*, effective for periods beginning after June 15, 2018, enhances comparability of financial statements by establishing uniform criteria for governments to recognize and measure certain Asset Retirement Obligations (AROs) and requiring disclosures related to those AROs. The new requirements are not applicable to BEACON.

GASB Statement No. 84, *Fiduciary Activities*, effective for periods beginning after December 15, 2018, enhances consistency and comparability by (1) establishing specific criteria for identifying activities that should be reported as fiduciary activities and (2) clarifying whether and how business-type activities should report their fiduciary activities. BEACON intends to implement the new requirements for the fiscal year 2019-20 financial statements.

GASB Statement No. 85, *Omnibus 2017*, effective for reporting periods beginning after June 15, 2017, enhances consistency in accounting and financial reporting requirements specifically relating to blending component units, goodwill, fair value measurement and application, and postemployment benefits. The new requirements are not applicable to BEACON.

GASB Statement No. 86, *Certain Debt Extinguishment Issues*, effective for reporting periods beginning after June 15, 2017, increases consistency in accounting and financial reporting for debt extinguishments and related prepaid insurance by establishing uniform guidance for derecognizing debt that is defeased in substance, regardless of how cash and other monetary assets placed in an irrevocable trust for the purpose of extinguishing that debt were acquired, enhances the decision-usefulness of information in notes to financial statements regarding debt that has been defeased in substance. The new requirements are not applicable to BEACON.

GASB Statement No. 87, *Leases*, effective for reporting periods beginning after December 15, 2019, improves accounting and financial reporting for leases and requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. It establishes a single model for lease accounting based on the foundational principle that leases are financing's of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The new requirements are not applicable to BEACON.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

GASB Statement No. 88, *Certain Disclosures Related to Debt*, including Direct Borrowings and Direct Placements, effective for reporting periods beginning after June 15, 2018, improves financial reporting by providing users of financial statements with essential information that is currently not consistently provided. In addition, information about resources to liquidate debt and risks associated with changes in terms associated with debt will be disclosed. As a result, users will have better information to understand the effects of debt on a government's future resource flows. The new requirements are not applicable to BEACON.

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, effective for reporting periods beginning after December 15, 2019, provides users of financial statements with more relevant information about capital assets and the cost of borrowing for a reporting period. The resulting information also will enhance the comparability of information about capital assets and the cost of borrowing for a reporting period for both governmental activities and business-type activities. The new requirements are not applicable to BEACON.

GASB Statement No. 90, *Majority Equity Interests-an Amendment of GASB Statements No. 14 and No. 61*, effective for reporting periods beginning after December 15, 2018, improves financial reporting by providing users of financial statements with essential information related to presentation of majority equity interest in legally separate organizations that previously was reported inconsistently. In addition, requiring reporting of information about component units if the government acquires a 100 percent equity interest provides information about the cost of services to be provided by the component unit in relation to the consideration provided to acquire the component unit. The new requirements are not applicable to BEACON.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

C) BASIS OF PRESENTATION

The basic financial statements of BEACON are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Government-Wide Financial Statements

The government-wide financial statements consist of the statement of net position and the statement of activities and display information about the primary government (BEACON). The statements are presented on an economic resources measurement focus and the accrual basis of accounting. The Statement of Net Position includes all of BEACON's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position. The Statement of Activities presents changes in the net position. Under accrual basis of accounting revenues are recognized in the period in which the liability is incurred. BEACON reports only governmental type activities. The statement of activities presents a comparison of direct expenses and program revenues. Direct expenses are those that are specifically associated with a program or function. Indirect expenses are not allocated to a program or function. Program revenues include grants and contributions, and membership dues, that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not presented as program revenues are presented as general revenues.

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Fund Financial Statements

The fund financial statements consist of the balance sheet and the statement of revenues, expenditures and changes in fund balance. These statements are prepared under the modified accrual basis of accounting and the current-financial resources measurement focus. Under this method, revenues are recognized when measurable and available to finance expenditures of the current period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

BEACON reports only governmental funds as follows:

General Fund – The General Fund accounts for the legally authorized activities of BEACON. For financial reporting information, the general fund includes the state grants and investment revenue and program and administration expenditures.

D) CASH AND CASH EQUIVALENTS

Under the Joint Power Agreement, BEACON has designated County of Ventura to act as its fiscal agent. Substantially all of BEACON's cash is held in a financial institution bank account. BEACON considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

E) ACCOUNTS RECEIVABLE

BEACON considers accounts receivable to be fully collectible. Accordingly, an allowance for uncollectible accounts has not been recorded.

F) CAPITAL ASSETS

Capital assets, which include property, plant, equipment, infrastructure and intangible assets, are reported in the governmental activity column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimate useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets' lives are not capitalized. At June 30, 2018 and June 30, 2017, there were no capital assets.

G) NET POSITION

Net Investment In Capital Assets – This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt, and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.

Restricted – This category reflects the component of net position that is subject to constraints either by creditors (such as debt covenants), grantors, contributors or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This category represents the net position of BEACON not restricted for any project or other purpose. Outstanding liabilities and deferred inflows of resources that are attributable to this component reduce the balance of this category.

H) FUND BALANCES

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned based primarily on the extent to which BEACON is bound to honor constraints on the specific purposes for which amounts in the funds can be spent.

Nonspendable fund balance - includes amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories or prepaid amounts and may also include the long-term receivables.

Restricted fund balance - includes amounts with constraints on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – includes amounts that can only be used for the specific purposes determined by formal action of the highest level of decision-making authority, the BEACON Board of Directors (Board). Commitments may be changed only by the Board taking the same formal action that originally imposed the constraint.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

Assigned fund balance – includes amounts that are constrained by BEACON’s intent to be used for specific purposes. The intent is expressed by the highest level of decision-making, the Board. Assigned fund balance does not require the same formal action required for committed fund balance. The Board establishes and modifies assignments of fund balance through the adoption of the budget and subsequent budget amendments. Fund balance assignments for subsequent years’ adopted budgets were \$139,641 and \$103,562 in FY 2017-18 and FY 2016-17 respectively.

Unassigned fund balance – is the residual classification for the General Fund and includes all amounts not contained in the other classifications.

When restricted and unrestricted (committed, assigned, or unassigned) resources are available, restricted resources are generally considered to be used first, followed by committed, assigned, and unassigned resources as they are needed.

BEACON believes that sound financial management principles require that sufficient funds be retained by BEACON to provide a stable financial base at all times. To retain this stable financial base, BEACON maintains an unrestricted fund balance in its funds sufficient to fund cash flows of BEACON and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned and unassigned fund balances are considered unrestricted.

D) MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus and basis of accounting.

The government-wide financial statements use the flow of economic resources measurement focus and the accrual basis of accounting. With this measurement focus, all assets and liabilities associated with the operation of these funds are included on the statement of net position. Under the accrual basis of accounting, revenues and contributions are recognized in the period in which they are earned and become due; expenses are recognized in the period incurred.

The accompanying fund financial statements have been prepared using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are included on the balance sheet.

The fund financial statements have been prepared using the modified-accrual basis of accounting. The modified-accrual basis of accounting is defined as the basis of accounting under which expenditures are recorded at the time liabilities are incurred. Revenues are recorded when susceptible to accrual (i.e., when they become both measurable and available). “Measurable” is defined as the amount that can be determined. “Available” is defined as collectible in the current period or soon enough thereafter to be used to pay the liabilities of the current period. The availability period is defined as six months. Revenue sources of BEACON susceptible to accrual include state grants, miscellaneous agreements, and interest on investments.

Because the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, a reconciliation is presented which explains the adjustments necessary to reconcile fund financial statements to the government-wide financial statements.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

The accounting policies of BEACON conform with GAAP. The following summary of BEACON's more significant accounting policies is presented to assist the reader in interpreting the basic financial statements and other data in this report. These policies should be viewed as an integral part of the accompanying financial statements.

J) BUDGETARY POLICIES

BEACON adopts an annual budget and adheres to the provisions of the applicable sections of the California Government Code on budgetary matters, commonly known as the County Budget Act. Annually, the Board conducts a public hearing for discussion of the proposed budget. The Board adopts the final budget including revisions. Subsequent revisions, which occur during the year, are also adopted by the Board.

K) ENCUMBRANCES

BEACON utilizes an encumbrance system as an extension of normal budgetary accounting to assist in controlling expenditures. Under this system, purchases and other significant commitments for expenditures are recorded in order to reserve that portion of applicable appropriations. When the related goods or services are received, the encumbrance is reversed and an expenditure and liability for payment to the vendor are recorded. All unencumbered and unexpended appropriations lapse at the end of each fiscal year and become available for financing of next year's budget. Encumbered appropriations are reappropriated in the next year's budget. At June 30, 2018 and June 30, 2017, no encumbrance balances remained and none were reappropriated.

L) USE OF ESTIMATES

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

2. CASH AND INVESTMENTS

Cash and investments as of June 30, 2018 and 2017, consist of the following:

	<u>FY 2017-18</u>	<u>FY 2016-17</u>
Total cash and cash investments	<u>\$ 230,758</u>	<u>\$ 186,355</u>

The County of Ventura Investment Pool is accounted for in accordance with the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, as amended by GASB 72, which requires governmental entities to report certain investments at fair value in the statement of net position and recognize the corresponding change in fair value of investments in the year in which the change occurred. The fair value of pooled investments is determined monthly and is provided by the custodian bank. The fair value of BEACON's position in the pool approximates the value of the pool shares. For BEACON, the net change in fair value from carrying value at June 30, 2018, from June 30, 2017, was an increase of \$430; the net change in fair value from carrying value at June 30, 2017, from June 30, 2016, was a decrease of \$213. The realized and unrealized gains and losses are included in investment earnings. However, County investments are primarily held to maturity and only actual earnings are distributed to pool participants. Therefore, the unrealized fair value gain or loss is not available for allocation except if actually realized.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of the fair value to changes in market interest rates.

At June 30, 2018 and June 30, 2017, the weighted average maturity of the County of Ventura Investment Pool was 148 and 181 days, respectively.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County of Ventura Investment Pool has received ratings of AA Af and S1+ by Standard and Poor's Ratings Services, the highest possible ratings given by the agency.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and BEACON's investment policy do not contain legal or policy requirements, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

As of June 30, 2018 and June 30, 2017, BEACON had all of its cash pooled with the County of Ventura Treasury. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the money invested by BEACON in the County of Ventura Investment Pool).

Applicable disclosures to the County Treasurer's Cash and Investment pool, are provided in Ventura County's Fiscal Year 2018 Comprehensive Annual Financial Report. That report is available from the Auditor-Controller's Office, 800 South Victoria Avenue, Ventura CA 93009-1540, or on the County website at: <https://www.ventura.org/auditor-controllers-office/financial-reports/cafr-2018/>.

Fair Value Measurements

BEACON categorizes its fair value measurements within the fair value hierarchy established by GASB 72. These principles recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Investments reflect prices quoted in active markets;
- Level 2: Investments reflect prices that are based on a similar observable asset either directly or indirectly, which may include inputs in markets that are not considered to be active; and,
- Level 3: Investments reflect prices based upon unobservable sources.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. BEACON's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

As of June 30, 2018 and June 30, 2017, BEACON held no individual investments. All funds are invested in the Ventura County Investment Pool. Deposits and withdrawals are made on the basis of \$1 and not fair value. Consequently, BEACON's proportionate share of investments in the Ventura County Investment Pool at June 30, 2018 and June 30, 2017 are uncategorized and not defined as Level 1, Level 2 or Level 3 input.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

3. RISK MANAGEMENT

BEACON is exposed to various risks of loss related to torts; errors and omissions; for which BEACON is either self-insured, commercially insured, or a combination of both.

Insurance coverage has been obtained in the name of BEACON; there have been no claims or insurance settlements. Coverage includes \$1,000,000 in personal injury (including bodily injury and property damage), non-owned and hired automobile liability, products/completed operations, and public officials errors and omissions. The deductible is \$1,000. Also included is a sublimit of \$1,000,000 in fire damage liability with a \$1,000 deductible.

4. RECEIVABLES

Year-end receivables for BEACON are as follows:

	FY 2017-18	FY 2016-17
	General Fund	General Fund
Receivables:		
Interest	\$ 1,472	\$ 710
Gross receivables	1,472	710
Long-term receivables	1,160	-
Total receivables	\$ 2,632	\$ 710

California Ocean Protection Council (OPC) implements a policy of retaining 10 percent of any claims for payment submitted pending satisfactory completion of the applicable project. Amounts estimated to be retained for a period of greater than one year have been included in retention receivable at year end.

5. ACCRUED LIABILITIES

Accrued liabilities are the result of the implementation of California Ocean Protection Council's (OPC) 10 percent retention policy, as BEACON has reserved the right to retain 10 percent of that portion of compensation invoiced by contractors that is to be reimbursed through OPC grant awards. Any retention withheld by BEACON will be released upon release of the grant funding by OPC.

Accrued liabilities at year-end are as follows:

Vendor	FY 2017-18	FY 2016-17
COM3	95	-
James Bailard & Associates	21	-
Total accrued liabilities	\$ 116	\$ -

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Years Ended June 30, 2018 and 2017

6. SUPPORT SERVICES

BEACON has no employees. BEACON contracts with the County of Santa Barbara for legal services and the County of Ventura for accounting services. A summary of amounts paid to each, as well as amounts pay able at year end are as follows:

	2018	2017
Total expenditure for fiscal year ending June 30:		
County of Santa Barbara (Legal)	\$ 1,288	\$ 6,076
County of Ventura (Accounting)	7,873	14,987
	\$ 9,161	\$ 21,063
Due to other governments as at June 30:		
County of Santa Barbara (Legal)	\$ -	\$ 1,442
County of Ventura (Accounting)	1,671	2,679
	\$ 1,671	\$ 4,121

7. COMMITMENTS AND CONTINGENCIES

There was no work committed to under contract but not yet performed as of June 30, 2018 and June 30, 2017.

BEACON management is not aware of any outstanding claims or litigation.

BEACON has limited revenue sources from member dues, contribution/donations, grant revenues, and revenues from miscellaneous agreements. BEACON is dependent on continued available funding and has relied on both the payment of the annual dues by all member agencies, as well as grant and agreement reimbursements and advances, to provide cash flow. Grant expenditures are subject to audit by grantors that could result in return of funds, although management does not anticipate any questioned costs.

8. SUBSEQUENT EVENTS

California Ocean Protection Council (OPC)

In Fall of 2018, BEACON received an announcement that it was selected for \$350,000 in grant funding from OPC for the Surfer's Point Managed Retreat Project located in the City of Ventura. The project aims to provide stabilization and restoration of the shoreline through a managed retreat. Execution of the grant agreement is anticipated by April 2019.

**REQUIRED
SUPPLEMENTARY
INFORMATION
(OTHER THAN MD & A)**

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
 BUDGETARY COMPARISON SCHEDULE - ON BUDGETARY BASIS
 GENERAL FUND

For the Fiscal Year Ended June 30, 2018

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual on Budgetary Basis</u>	<u>Variance with Final Budget Positive (Negative)</u>
Resources (inflows):				
Membership dues	\$ 137,700	\$ 137,700	\$ 137,700	\$ -
Grant revenue	18,500	18,500	-	(18,500)
Revenues from use of money and property	<u>1,000</u>	<u>1,000</u>	<u>2,475</u>	<u>1,475</u>
Amount available for appropriation	<u>157,200</u>	<u>157,200</u>	<u>140,175</u>	<u>(17,025)</u>
Charges to appropriations (outflows):				
Services and supplies:				
Administrative:				
Project management	64,000	64,000	52,177	11,823
Accounting services	15,000	15,000	7,873	7,127
Legal services	12,000	12,000	1,288	10,712
Insurance	3,500	3,500	3,218	282
Other professional services	<u>2,000</u>	<u>3,000</u>	<u>2,250</u>	<u>750</u>
Total administrative	<u>96,500</u>	<u>97,500</u>	<u>66,806</u>	<u>30,694</u>
Technical and engineering services	<u>45,500</u>	<u>55,000</u>	<u>38,511</u>	<u>16,489</u>
Contingencies	<u>118,762</u>	<u>108,262</u>	<u>-</u>	<u>108,262</u>
Total charges to appropriation	<u>260,762</u>	<u>260,762</u>	<u>105,317</u>	<u>155,445</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(103,562)</u>	<u>(103,562)</u>	<u>34,858</u>	<u>138,420</u>
Fund balance - beginning	<u>117,770</u>	<u>117,770</u>	<u>117,770</u>	<u>-</u>
Fund balance - ending	<u>\$ 14,208</u>	<u>\$ 14,208</u>	<u>\$ 152,628</u>	<u>\$ 138,420</u>

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
 BUDGETARY COMPARISON SCHEDULE - ON BUDGETARY BASIS
 GENERAL FUND

For the Fiscal Year Ended June 30, 2017

	Original Budget	Final Budget	Actual on Budgetary Basis	Variance with Final Budget Positive (Negative)
Resources (inflows):				
Membership dues	\$ 131,200	\$ 131,200	\$ 131,200	\$ -
Contributions/Donations	-	2,500	2,500	-
Revenues from use of money and property	430	430	1,344	914
Amount available for appropriation	131,630	134,130	135,044	914
Charges to appropriations (outflows):				
Services and supplies:				
Administrative:				
Project management	62,000	62,000	50,728	11,272
Accounting services	15,000	15,000	14,987	13
Legal services	12,000	12,000	6,076	5,924
Audit services	9,980	9,980	9,980	-
Membership and dues	2,000	2,000	-	2,000
Insurance	3,500	3,500	3,209	291
Total administrative	104,480	104,480	84,980	19,500
Technical and engineering services	30,000	36,500	29,260	7,240
Contingencies	79,660	79,660	-	79,660
Total charges to appropriation	214,140	220,640	114,240	106,400
Excess (deficiency) of revenues over (under) expenditures	(82,510)	(86,510)	20,804	107,314
Fund balance - beginning	97,179	97,179	97,179	-
Fund balance - ending	\$ 14,669	\$ 10,669	\$ 117,983	\$ 107,314

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
 NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
 For the Fiscal Years Ended June 30, 2018 and 2017

BUDGETARY COMPARISONS AND BASIS OF ACCOUNTING

BEACON adopts a balanced annual budget and adheres to the applicable section of the California Government Code on budgetary matters, commonly known as the County Budget Act.

The Budgetary Comparison Schedule, as required by GASB 34 for the General Fund presents the original budget, final budget and actual amount. The “original budget” includes the adopted budget plus appropriations for prior year approved rollover encumbrances. The “final budget” is the budget as Board approved at the end of the fiscal year. The “actual amount” includes the actual revenues and expenditures incurred on a budgetary basis and as adjusted for the basic financial statements. Variances are provided between the Final Budget Amounts and the Actual Amounts on a budgetary basis.

This information is presented as Required Supplementary Information. Analysis of the final budget to actual variances is discussed in the Management’s Discussion and Analysis.

The budget is adopted on a basis of accounting that is different from GAAP. The primary differences are:

- For budgetary purposes, changes in the fair value of investments are not recognized as increases or decreases to revenue. Under GAAP, such changes are recognized as increases or decreases to revenue.

The following schedule is a reconciliation of the difference between the fund balances on the actual on a budgetary basis and the GAAP basis on the fund financial statements at June 30, 2018 and 2017:

	FY 2017-18	FY 2016-17
	General	General
Fund balance - actual on budgetary basis	\$ 152,628	\$ 117,983
Adjustment:		
Change in fair value of investments	430	(213)
Total adjustments	430	(213)
Fund balance - GAAP basis	\$ 153,058	\$ 117,770

Level of Budgetary Control

BEACON's expenditures are controlled at the object level (services and supplies, contingencies) and sub-object level (capital assets) within budget units for BEACON. The object level is the level at which expenditures may not legally exceed appropriations.

SUPPLEMENTARY INFORMATION

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT PROJECT DESCRIPTIONS

The projects for BEACON include the following:

South Central Coast Beach Enhancement Program (SCCBEP): This program was in place from 2005 to 2010. The program allowed for the potential annual nourishment of five pre-selected beaches within Santa Barbara and Ventura Counties. Permits were secured from the resource agencies for all five beaches for a five year period. These permits expired in 2010. BEACON has abandoned a re-permitting effort for this program and instead is pursuing a new SCCBEP model related to ongoing harbor dredging operations. However, without grant funding this effort cannot commence. BEACON is pursuing grant opportunities.

Coastal Regional Sediment Management Plan (CRSMP): The CRSMP is BEACON's blueprint for its path forward for the next twenty to thirty years. The current plan identifies capital projects, policy, studies and management initiatives that serve the objectives of restoring and maintaining coastal beaches and other critical areas of sediment deficient or excess, reducing the proliferation of protective shoreline structures, sustaining recreation and tourism, enhancing public safety and access and restoring coastal sandy habitats. The CRSMP was adopted by the Board at the end of 2009 and in 2011 the BEACON Board approved a Programmatic Environmental Impact Report (EIR) for the Capital Projects identified in the approved CRSMP. Work on all elements of the CRSMP was provided through the Department of Boating and Waterways. Efforts have now turned to an amendment of the CRSMP to accommodate coastal inundation and sea level rise projections. BEACON Contractors are pursuing grant funding to fund the associated technical analyses.

Federal Authority Project: This project will allow the State of California to receive Federal Funding for Regional Sediment Management (RSM-FA) projects. The project scope calls for the crafting of amendment language to the Water Resources Development Act (WRDA) to identify a new Federal Authority to fund RSM projects in the State of California. The proposed WRDA Amendment was not included in the WRDA Bill of 2013. Funding for this project was through a grant with the Department of Boating and Waterways. BEACON Staff continue to coordinate with representatives from the California Department of Resources to push for inclusion of the proposed RSM Federal Funding language in the next WRDA Bill.

Kelp Anchor Demonstration Project: This project consists of the placement of approximately 200 kelp anchors in the Goleta Bay located between the inner and outer boundaries of the historic kelp bed. BEACON is the lead agency for the project. The re-establishment of a kelp bed in Goleta Bay is considered an environmental benefit to marine life and is consistent with BEACON's mission. As the lead agency, BEACON has secured a California Environmental Quality Act (CEQA) exemption under CEQA Guidelines Section 15306 and has secured a Coastal Commission Permit and a Lease from the State Lands Commission. The kelp anchors were successfully installed between December 2015 and October 2016. The installation was performed by the inventor of the anchor, Mr. Bob Kiel and his team. BEACON was able to secure a small grant from City of Goleta in the amount of \$2,500 and a donation from a private source in the amount of \$4,000. These funds have partially covered Mr. Kiel installation and monitoring service contract. Post installation monitoring is currently underway by Mr. Kiel's team. The BEACON Board will next consider the question of if and how the Kelp Anchor Program can be expanded.

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT DESCRIPTIONS (Continued)**

Oil Piers Project: The Oil Piers Project is programmed in the Army Corps of Engineers (ACOE) Natural Erosion Control Development Program, Section 203 (previously Section 227) of the Water Resources Development Act (WRDA) of 2007. The project consists of the installation of an off shore artificial reef made up of sand filled geotextile bags. The ACOE is the lead on the project and all Federal funding flows through the ACOE. The project was designed in 2004 and environmental approval was secured. However, the project has evolved considerably since this initial effort. Due to delays in Federal funding and evolution in design protocols for artificial reefs, the design of the Oil Pier reef was re-started in 2009. The new design was completed in 2013 and a new environmental document was under development by the ACOE. However, this effort has been stalled due to a lack of Federal funding. BEACON is working with the ACOE to identify a strategy to move the project forward.

Supplemental Dredging. BEACON is seeking grants to fund supplemental dredging of the three harbors within BEACON's jurisdiction (Santa Barbara, Ventura and Channel Islands harbors). The strategy for implementation would be to provide a portion of the grant funding to each of the three harbors. The cost efficiency is accomplished because the supplemental funding would be added to the ongoing annual/biannual Federal Dredging Operations at each harbor. The Federal programs would fund the very costly mobilization and demobilization costs of the dredger and would fund the dredging of the Federal Channels and if budget is available, some of the sand-traps too. The supplemental funding provided by BEACON through grants would continue the dredging operations of the sand-traps which would add more beneficial by-pass sand to be pumped to down-stream beaches. In February 2017 BEACON submitted a grant application to the California Division of Boating and Waterways (DBW), which was not successful. BEACON staff will continue to consider other grant opportunities.

Debris Basin Removals. From a sand transport perspective, by far the largest feeder of sediment to the BEACON coast is from our creeks and rivers. However, this natural process is often obstructed by debris basins. Consequently, BEACON has an ongoing initiative to pursue grants to fund the removal of select debris basins in Santa Barbara and Ventura Counties. BEACON is coordinating with Flood Control Districts in both counties to identify debris basins. In June of 2016 BEACON successfully secured a grant from the California Ocean Protection Council (OPC) for \$539,000. These funds were assigned to contribute to the cost of the removal of the San Ysidro Creek and Rattlesnake Creek debris basins located in the County of Santa Barbara. Following the January 9, 2018, debris flow event in Montecito, the Santa Barbara County Flood Control District is modifying their debris basin modification and removal strategy. BEACON staff are meeting with OPC to define a path forward.

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
PROJECT REVENUE AND EXPENDITURES BY CATEGORY

				For the Fiscal Year Ended June 30, 2018		
				Kelp Anchor Demonstration Project	Debris Basin Removal	Total
REVENUE:						
GRANTS AND CONTRIBUTIONS						
				\$ -	\$ -	\$ -
	TOTAL GRANTS AND CONTRIBUTIONS REVENUE			\$ -	\$ -	\$ -
EXPENDITURES:						
Administration						
				\$ -	\$ 945	\$ 945
	Total Administration			-	945	945
Technical						
				-	215	215
	Total Technical			-	215	215
	Total expenditures by project			\$ -	\$ 1,160	1,160
	Non-reimbursable expenditures					104,157
	TOTAL EXPENDITURES					\$ 105,317

				For the Fiscal Year Ended June 30, 2017		
				Kelp Anchor Demonstration Project	Debris Basin Removal	Total
REVENUE:						
GRANTS AND CONTRIBUTIONS						
				\$ 2,500	\$ -	\$ 2,500
	TOTAL GRANTS AND CONTRIBUTIONS REVENUE			\$ 2,500	\$ -	\$ 2,500
EXPENDITURES						
Administration						
				\$ -	\$ -	\$ -
Technical						
				-	-	-
	Total expenditures by project			\$ -	\$ -	-
	Non-reimbursable expenditures					114,240
	TOTAL EXPENDITURES					\$ 114,240

REPORT ON INTERNAL CONTROLS AND COMPLIANCE



Fedak & Brown LLP
Certified Public Accountants

Cypress Office:
6081 Orange Avenue
Cypress, California 90630
(657) 214-2307
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Riverside Office:
1945 Chicago Avenue, Suite C-1
Riverside, California 92507
(951) 783-9149

**Independent Auditor’s Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

Governing Board
Beach Erosion Authority for Clean Oceans and Nourishment
Ventura, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) as of and for the years ended June 30, 2018 and 2017, and the related notes to the financial statements, which collectively comprises BEACON’s basic financial statements, and have issued our report thereon dated March 22, 2019.

Internal Control Over Financial Reporting

In planning and performing our audits of the financial statements, we considered BEACON’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of BEACON’s internal control. Accordingly, we do not express an opinion on the effectiveness of BEACON’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether BEACON’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audits and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Independent Auditor's Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*, continued**

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Fedak & Brown LLP

Fedak & Brown LLP
Cypress, California
March 22, 2019

Fiscal Year 2019-2020 BEACON Proposed Membership Dues

Entity	Fiscal Year 17-18	CPI Increase 3.50%	Fiscal Year 18-19	CPI Increase 3.20%	Fiscal Year 19-20
County of Ventura	23,400.00	820.00	24,220.00	775.00	24,995.00
County of Santa Barbara	23,400.00	820.00	24,220.00	775.00	24,995.00
City of Santa Barbara	19,500.00	685.00	20,185.00	645.00	20,830.00
City of Oxnard	19,500.00	685.00	20,185.00	645.00	20,830.00
City of Buenaventura	19,500.00	685.00	20,185.00	645.00	20,830.00
City of Carpinteria	11,700.00	410.00	12,110.00	390.00	12,500.00
City of Port Hueneme	9,000.00	315.00	9,315.00	300.00	9,615.00
City of Goleta	11,700.00	410.00	12,110.00	390.00	12,500.00
	137,700.00	4,830.00	142,530.00	4,565.00	147,095.00

**BEACON
EXPENDITURES AND REVENUE DETAIL
PROPOSED FINAL BUDGET
FY 2019-2020**

Fund 0025	Division/ Unit Code	Account Code	FY 2017-18 Actual	FY 2018-19 Estimated Actual	FY 2019-20 Recommended Budget March 15, 2019	FY 2019-20 Proposed Final Budget BEACON Board May 17, 2019	% of Total
FINANCING SOURCES							
Fund Balance							
Appropriation of Fund Balance			-	-	67,705	72,955	12.2%
Revenue							
Investment Income			2,475	5,000	6,000	6,000	1.0%
Membership Dues			137,700	142,530	147,095	147,095	24.6%
Contributions and Donations			-	-	-	-	0.0%
Grant Funding (OPC Grant for Debris Basin Removal Project)			-	-	18,000	18,000	3.0%
Grant Funding (OPC Grant for Surfer's Point Project)			-	-	-	354,365	59.2%
Subtotal - Revenue:			140,175	147,530	171,095	525,460	87.8%
Total Financing Sources			140,175	147,530	238,800	598,415	100.0%
EXPENDITURES							
Operating Expenses (Overhead):							
Insurance			3,218	3,303	3,500	3,500	0.6%
Memberships and Dues - (American Shore & Beach Preservation Assoc.)			-	500	500	500	0.1%
Miscellaneous Expense - (Kelp Anchor Permits)			3,025	-	3,050	3,050	0.5%
Miscellaneous Expense - (Public Relations)			-	-	2,000	2,000	0.3%
Miscellaneous Expense - (Funding Workshop)			-	-	2,000	2,000	0.3%
Miscellaneous Expense - (Special Office Expense, Website)			-	320	1,000	1,000	0.2%
Miscellaneous Expense - (SCCBEP)			-	-	5,000	5,000	0.8%
Engineering and Technical Surveys - (Tech Advisor - J Bailard)			13,796	18,000	18,000	18,000	3.0%
Engineering and Technical Surveys - (Program Mgmt - COM3)			44,840	30,000	43,500	43,500	7.3%
Attorney Services - (County of Santa Barbara)			1,288	9,688	12,000	12,000	2.0%
Other Professional & Specialized Services- (Accounting Services - Co of Ventura)			7,873	15,000	15,000	15,000	2.5%
Other Professional & Specialized Services - (Biennial Audit Services)			-	10,180	-	-	0.0%
Other Professional & Specialized Services - (Barrett Productions)			750	1,100	1,250	1,500	0.3%
Other Professional & Specialized Services- (Marc Beyeler)			21,500	27,500	25,000	30,000	5.0%
Other Professional & Specialized Services- (Pam Baumgardner)			1,500	1,500	2,000	2,000	0.3%
Other Professional & Specialized Services- (Dave Hubbard)			3,000	3,000	-	-	0.0%
Education Conference and Seminars (registration fees for conferences)			-	580	2,000	2,000	0.3%
Travel Expenses - (Mileage, Travel & Conf.)			3,367	6,000	10,000	10,000	1.7%
Subtotal - Operating Expenses:			104,157	126,671	145,800	151,050	25.2%
Grant Funding Expenditures:							
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1, 8, 9) - COM3			945	-	6,000	6,000	1.0%
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 1 & 8) - Jim Bailard			215	-	4,000	4,000	0.7%
Engineering and Technical Surveys - OPC Grant - Debris Basin Removal Project (Tasks 2, 3, 4, 5, 6, 7) - Santa Barbara County Flood Control			-	-	8,000	8,000	1.3%
OPC Grant - Debris Flow Removal Project:			1,160	-	18,000	18,000	3.0%
Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura			-	-	-	354,365	59.2%
OPC Grant - Surfer's Point Project:			-	-	-	354,365	59.2%
Subtotal - Grants:			1,160	-	18,000	372,365	62.2%
Contingencies:							
Contingencies - Grant Matching, Contract Amendments, New Programs.			-	-	75,000	75,000	12.5%
Subtotal - Contingencies:			-	-	75,000	75,000	12.5%
TOTAL EXPENDITURES			105,317	126,671	238,800	598,415	100.0%
Net Income/(Loss) [PROJECTED USE OF APPROPRIATED FUND BALANCE]			34,858	20,859	-	-	

FUND BALANCES (Funds 0025 & 0030)	Actual Fund Balance 6/30/16	Actual Fund Balance 6/30/17	Actual Fund Balance 6/30/18	Projected Fund Balance 6/30/19	Estimated Fund Balance 6/30/20
Fund 0025					
Assigned:					
Appropriated	82,510	103,562	139,641	72,955	-
Unassigned	14,669	14,208	13,417	100,962	181,212
Fund 0025 - Fund Balance	97,179	117,770	153,058	173,917	181,212
Fund 0030					
Restricted:					
Coastal Commission Mitigation Fees	60,520	61,001	61,792	62,593	63,404
Fund 0030 - Fund Balance	60,520	61,001	61,792	62,593	63,404

BEACON FUND O025
YEAR TO DATE UNADJUSTED BUDGET TO ACTUAL FY 2018-19
FOR THE MONTH ENDING APRIL 30, 2019

Unit	Account Number	Title	BUDGET			ACTUAL YTD			Variance Favorable (Unfavorable)
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	
UNASSIGNED FUND BALANCE									
		Beginning Balance	139,641	-	139,641	155,076.94		155,076.94	15,435.94
	5995	Unassigned Fund Balance	139,641	-	139,641	155,076.94		155,076.94	15,435.94
REVENUE									
5665	8911	Investment Income - (Interest Earnings)	1,800	-	1,800	1,900.75		1,900.75	100.75
5665	9252	State Other - (OPC Grant)	18,000	-	18,000	-		-	(18,000.00)
5665	9371	Other Governmental Agencies - (Member Dues)	142,530	-	142,530	142,530.00		142,530.00	-
		Total Revenue	162,330	-	162,330	144,430.75		144,430.75	(17,899.25)
		TOTAL SOURCES	301,971	-	301,971	299,507.69		299,507.69	(2,463.31)
EXPENDITURES									
5665	2072	Insurance	3,500	-	3,500	3,303.08	-	3,303.08	196.92
5665	2131	Memberships and Dues	-	-	-	500.00	-	500.00	(500.00)
5665	2179	Miscellaneous Expenses (Kelp Anchor Permits, Misc Office Exp, Funding Workshop, SCCBEP)	13,050	-	13,050	319.98	-	319.98	12,730.02
5665	2183	Engineering and Technical Surveys (Tech Advisor- J Bailard, Proj Mgmt - COM3)	65,000	-	65,000	24,082.42	43,415.08	67,497.50	(2,497.50)
5665	2185	Attorney Services (Co of Sta Barbara)	12,000	-	12,000	4,844.00	7,156.00	12,000.00	-
5665	2199	Other Professional & Spe Srvs (Accounting Srv - Co of Ventura, Biennial Audit, Marc Beyeler, Pam Baumgardner, Barrett Productions)	49,930	-	49,930	41,389.37	1,600.00	42,989.37	6,940.63
5665	2273	Education Conference and Seminars	-	-	-	290.00	-	290.00	(290.00)
5665	2292	Travel Expenses (Misc Payments, Travel & Conf.)	12,000	-	12,000	360.72	-	360.72	11,639.28
		Total Overhead Expenditures	155,480	-	155,480	75,089.57	52,171.08	127,260.65	28,219.35
Grants - OPC, Debris Basins Removal:									
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1, 8 & 9) - COM3	6,000	-	6,000	-	6,000.00	6,000.00	-
5665	2183	Admin+ Management & Best Practices Manual (Tasks 1 & 8) - J Bailard	4,000	-	4,000	-	4,000.00	4,000.00	-
5665	2183	Planning, Engineering, Construction, CM, Monitoring & Restoration - (Tasks 2, 3, 4, 5, 6 & 7) - SB County Flood Control District	8,000	-	8,000	-	-	-	8,000.00
		Total Grants - OPC, Debris Basins Removal:	18,000.00	-	18,000.00	-	10,000.00	10,000.00	8,000.00
5665	6101	Contingency	128,491	-	128,491	-	-	-	128,491.00
		TOTAL EXPENDITURES	301,971	-	301,971	75,089.57	62,171.08	137,260.65	164,710.35
		Ending Unassigned Fund Balance				224,418.12		162,247.04	

Note: Amounts with "()" in the ACTUAL column reflect FY18 accruals in excess of actual expenditures and revenue to date.

BEACON - FUND O030 - BEACON Sand Supply and Public Access

Unadjusted Balance, as of April 30, 2019: 62,271.38

STAFF REPORT (revised)

Meeting Date: May 17, 2019
Agenda Item: 9

To: BEACON Board of Directors
From: Executive Director
Date: March 10, 2016

Subject: Approval of Amendment 1 to Agreement with Marc Beyeler

REQUIRED ACTIONS:

- a. Approve, ratify, and authorize the Chair to execute an Amendment 1 to the Agreement with Marc Beyeler for an additional \$5,000 for project management services of the Surfers Point Project during Fiscal Year 2018-2019.

DISCUSSION:

In FY1819 BEACON approved a contract with Marc Beyeler, Principal of MBA Associates, to assist BEACON with Climate and sea level rise adaptation planning, identifying, researching and preparing relevant grant opportunities and provide management assistance for the Surfers Point Managed Retreat Project.

Staff is recommending Amendment 1 to Mr. Beyeler's agreement for an additional \$5,000 to continue the considerable effort required for the Surfers Point Managed Retreat Project including finalizing the approval of the recently secured OPC grant for this project.



A California Joint Powers Agency

Member Agencies

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

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

Email:

Beacon.ca.gov

Internet:

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

Amendment No. 1
to the Agreement for Services

May 17, 2019

This Amendment No. 1 to the Agreement for Services (“Amendment No. 1”) is entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment (“BEACON”) and Marc Beyeler (“Contractor”), individually referred to as “Party,” collectively “Parties.”

WHEREAS, on July 1, 2018, the Parties entered into the Agreement for Services for Contractor to assist BEACON in climate and sea level rise adaptation planning, organizational/program assistance, and financial planning and fundraising;

WHEREAS, BEACON requires additional services in project assistance for the Surfers Point Managed Retreat Project; and

WHEREAS, Contractor represents 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 to amend the Agreement for Services through this Amendment No. 1 as follows:

Article III, COMPENSATION AND EXPENSES, Section A is deleted and replaced in its entirety as follows:

- A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$26,500.

This amendment to the Agreement are made pursuant to and comply with Section VII “OTHER”, Article C “AMENDMENT, WAIVER” of the Agreement. This Amendment No. 1 is hereby incorporated into the Agreement.

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

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

(signatures on following page)

IN WITNESS WHEREOF, this Amendment No.1 is executed by the Parties hereto and shall be effective as of May 17, 2019.

CONSULTANT

BEACON

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

By: _____
Name: Gregg Hart
Title: Chair, BEACON

Date: _____

Approved as to Form:
Michael C. Ghizzoni
County Counsel

Attest:

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

By: _____
Name: Brian Brennan
Title: Executive Director

STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: 10

To: BEACON Board of Directors
From: Executive Director
Date May 10, 2019

Subject: Approve and Authorize the Chair to Sign the FY 2019-2020 Annual Staff/Consultant Agreements

REQUIRED ACTIONS:

- a. Approve and authorize the Chair to execute Auditor Services Contract for an amount not to exceed \$15,000 with County of Ventura Auditor-Controller's Office for the term of July 1, 2019 to June 30, 2020.
- b. Approve and authorize the Chair to execute the Legal Services Contract for an amount not to exceed \$12,000 with County of Santa Barbara County Counsel's Office for the term of July 1, 2019 to June 30, 2020.
- c. Approve and authorize the Chair to execute the Technical Advisor Services Contract for an amount not to exceed \$22,000 with James A. Bailard for the term of July 1, 2019 to June 30, 2020.
- d. Approve and authorize the Chair to execute the Strategic Planning and Grant Pursuit Services Contract with Marc Beyeler and Associates for an amount not to exceed \$27,000 for the term of July 1, 2019 to June 30, 2020.
- e. Approve and authorize the Chair to execute the Web Site and Facebook Page maintenance Services Contract with Pam Baumgardner for an amount not to exceed \$2,000 for the term of July 1, 2019 to June 30, 2020.
- f. Approve and authorize the Chair to execute the Program Management Services Contract with COM3 Consulting for an amount not to exceed \$49,500 for the term of July 1, 2019 to June 30, 2020.

DISCUSSION:

Since BEACON has no employees, all functions are carried out by either member agencies' staff or contract consultants. The consultant positions are for Program Management, Technical Adviser, Strategic Planning and Grant Pursuit and Website and social media. These positions are being provided by Gerald Comati of COM3 Consulting, Jim Bailard, Marc Beyeler and Pam Baumgardner. All four individuals are uniquely qualified to fulfill these roles and their knowledge and understanding of BEACON is extensive. For these reasons, their continued use during FY 19-20 is recommended.

For FY 19-20, BEACON expects to focus on the following core activities:

- ◆ Pursuit of grant funding and delivery of a new South Central Coast Beach Enhancement Program (SCCBEP).
- ◆ Pursue grant funding to implement an amendment to BEACON's Coastal Regional Sediment Management Plan (CRSMP) to address SLR and Climate Change.
- ◆ Coordination with BEACON member agency staffs regarding coastal issues and strategies.
- ◆ Implementation of Surfers Point Project Phase 2.
- ◆ Secure scope and schedule change approval from OPC for the Santa Barbara County Debris Basin Project and support Santa Barbara County Flood Control in implementation of this project.



A California Joint Powers Agency

Member Agencies

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

Santa Barbara Address:

105 East Anapamu, Suite 201
Santa Barbara, CA 93101

Ventura Address:

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Internet:

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- ◆ Work with the USACOE on strategy to deliver the Oil Piers Artificial Reef Project.
- ◆ Work with the USACOE to fund Hobson Beach nourishment project.
- ◆ Continue development of partnership programs with the Santa Barbara and Ventura Counties Flood Control Districts for other Debris Basin modification or removal project opportunities.
- ◆ Implementation of the East Beach Dune Restoration Project.
- ◆ Pursuit of grant funding for the Supplemental Dredging Program.
- ◆ Development of outreach initiatives for public education regarding coastal issues.
- ◆ Implementation of the Goleta Bay Kelp Anchor Demonstration Project.

The total proposed amount for annual agency/consultant services contracts is \$127,500 \$135,680, which is a decrease of \$8,180 than was approved for the adjusted FY 18-19 budget. The decrease is due to the Biennial Audit contract not being required this year. In addition, \$10,000 of the FY19-20 budget assigned to COM3 Consulting and Dr. Bailard are anticipated to be covered through OPC grant funding.

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

**AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO
BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT FOR FY 19/20**

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2019, to and including June 30, 2020. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this Agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
 - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.
 - b. **Other Accounting Services.** Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance through an Amendment in accordance with Section 8 to this Agreement.
 - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the BEACON Executive Director, then paid by internal exchange transaction.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 19-20

4. Fiscal year 2019-20 Agreement Costs. Accounting services costs for 2019-20 are not to exceed \$15,000 including accounting and accounts payable charges. County agrees to notify BEACON if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$15,000 those costs will be authorized for reimbursement through an Amendment of the not to exceed amount or through an Amendment indicating that excess actual costs will be paid in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The County shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

Agreement To Provide Financial/Accounting Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 19-20

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and effective as of July 1, 2019.

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

BEACON, a California Joint Powers
Agency

By:

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

By:

Name: Gregg Hart
Title: Chair, BEACON
Date: _____

Attest:

By:

Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form:

Michael C. Ghizzoni
County Counsel

By:

Name: Susan L. McKenzie
Title: Deputy County Counsel,
Counsel for BEACON

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

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

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

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

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

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

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2019, to and including June 30, 2020. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 4 of this Agreement and as agreed to by both Parties. Early termination may be made by either Party upon ninety (90) days notice in writing.
2. **Scope of Services.** County, through the County Counsel's Office, shall provide legal services as requested by BEACON, including: legal counsel, contract review and liaison with BEACON Board and member agency staff as necessary.
3. **Services and Costs.**
 - a. **Counsel Services.** Direct professional staff services and costs incurred shall be billed at actual hours at approved contract service rates. Clerical and administrative services are covered within the professional staff contract rates as overhead. On signing the Agreement, the billing rate will be the Special Senior County Counsel contract service rates established by the County effective during the term of the Agreement. The current rate is \$140.00.
 - b. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County.
4. **Fiscal year 2019/2020 Agreement Costs.** Legal services costs for 2019/2020 are projected to be \$12,000.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not

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

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

Agreement To Provide Legal Services To
Beach Erosion Authority For Clean Oceans And Nourishment – FY 19-20

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

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

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

By:

Name: Steve Lavagnino, Supervisor
Title: Chair, BOARD OF SUPERVISORS
Date: _____

Attest:

By:

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

Recommended for Approval:

Michael C. Ghizzoni
County Counsel

By:

Department Head

Approved as to Accounting Form:

Theodore A. Fallati, CPA
Auditor-Controller

By:

Approved as to Form:

Ray Aromatorio

By:

Risk Management

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

BEACON, a California Joint Powers Agency

By:

Name: _____
Gregg Hart

Title: Chair, BEACON

Date: _____

Attest:

By:

Name: _____
Brian Brennan

Title: Executive Director

Agreement Between

James A. Bailard

and

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

for

**Technical Advisor Services
FY 2019-2020**



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

WITNESSETH:

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

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

3. CONTRACTOR shall:

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

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

4. COMPENSATION. BEACON agrees to pay CONTRACTOR at the rate of One Hundred and Thirty Dollars (\$140.00) for each hour actually and reasonably employed in the performance of services under this Agreement. Total payment for services, including reimbursable expenses under the provisions of this Agreement shall not exceed the sum of \$22,000.00 in any fiscal year, without approval of the Board of Directors of BEACON.

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

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

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

6. TERM. This Agreement shall be for the term of one year commencing July 1, 2019 and ending June 30, 2020.

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

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

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

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

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

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

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

13. **INDEPENDENT CONTRACTOR.**

A. **NOT AN EMPLOYEE:** Regardless of any functional title or work description, Contractor is an independent contractor and not an employee of BEACON. If BEACON decides to hire the Contractor as an employee at some future date, the fee set forth in this Agreement does not set a precedent for a regular salary figure. If applicable, any regular future salary would be negotiated upon date of hire.

B. **NO BENEFITS:** Contractor shall not be eligible for any of the benefits paid to employees of BEACON, including but not limited to workers' compensation and health insurance.

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

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

15. CONFLICT OF INTEREST. CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement, CONTRACTOR will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the services or duties to be performed under the provisions of this Agreement without the prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

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

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

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

19. AMENDMENT AND WAIVER. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by written instrument signed by both parties. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict adherence to the terms of this Agreement shall not

constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach.

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

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

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

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

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

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

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

any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and BEACON.

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

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

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

CONTRACTOR

BEACON

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

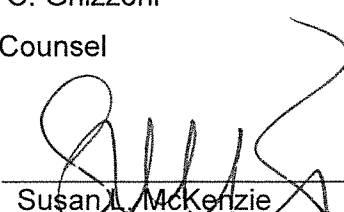
By: _____
Name: Gregg Hart
Title: Chair, BEACON
Date: _____

Attest:

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

Approved as to Form:

Michael C. Ghizzoni
County Counsel

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

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

And

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

I. CONTACT INFORMATION.

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

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

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

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

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

II. SCOPE OF WORK.

A. SCOPE OF WORK (“Services”):

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

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

C. CONTRACT PERIOD: July 1, 2019 – June 30, 2020.

III. COMPENSATION AND EXPENSES

A. FEES: For CONTRACTOR services to be rendered under this Agreement as defined in Section II, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$27,000.

1. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Scope of Work as determined by BEACON. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment 1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment 1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in Scope of Work.
2. Each month, CONTRACTOR shall submit to the BEACON DESIGNATED REPRESENTATIVE an invoice or certified claim on the BEACON Treasury for the service performed over the period specified. These invoices or certified claims must cite this Agreement. BEACON shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment 1 shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
3. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

B. EXPENSES: BEACON shall reimburse Contractor for expenses related to the performance of services described in this Agreement. BEACON shall approve any changes to the approved budget in writing through an Amendment to this Agreement.

IV. INDEPENDENT CONTRACTOR; TAXES

A. NOT AN EMPLOYEE: Regardless of any functional title or work description, Contractor is an independent contractor and not an employee of BEACON. If BEACON decides to hire the Contractor as an employee at some future date, the fee set forth in this Agreement does not set a precedent for a regular salary figure. If applicable, any regular future salary would be negotiated upon date of hire.

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

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

V. LIABILITY; INDEMNIFICATION

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

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

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

VI. CANCELLATION

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

VII. OTHER

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

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

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

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

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

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

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

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

I. **RECORDS, AUDITS, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all

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

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

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

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

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

N. CONFLICT OF INTEREST. CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement, CONTRACTOR will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the services or duties to be performed under the provisions of this Agreement without the prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

(Signatures on following page)

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2019.

CONTRACTOR

BEACON

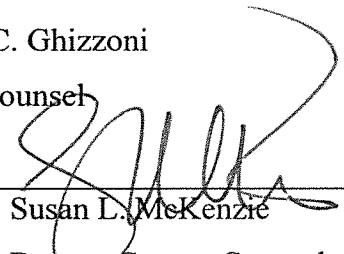
By: _____
Name: Marc Beyeler
Title: Principal, MBA Consultants
Date: _____

By: _____
Name: Gregg Hart
Title: Chair, BEACON
Date: _____

Approved as to Form:

Michael C. Ghizzoni

County Counsel

By: 

Susan L. McKenzie
Deputy County Counsel,
Counsel for BEACON

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director

ATTACHMENT 1

MBA Associates 2019/2020 Consultant Rates*

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

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

AGREEMENT FOR SERVICES

This Agreement is entered into by:

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

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

I. CONTACT INFORMATION.

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

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

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

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

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

II. SCOPE OF WORK.

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

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

C. CONTRACT PERIOD: July 1, 2019 – June 30, 2020.

III. COMPENSATION AND EXPENSES

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

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

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

IV. INDEPENDENT CONTRACTOR; TAXES

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

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

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

V. LIABILITY; INDEMNIFICATION

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

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

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

VI. CANCELLATION

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

VII. OTHER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto and shall be effective as of July 1, 2019.

CONTRACTOR

BEACON

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

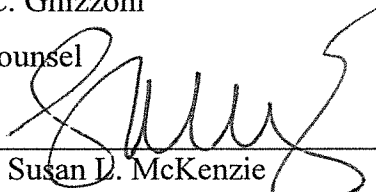
By: _____
Name: Gregg Hart
Title: Chair, BEACON
Date: _____

Approved as to Form:

Attest:

Michael C. Ghizzoni

County Counsel

By: 

Susan D. McKenzie
Deputy County Counsel,
Counsel for BEACON

By: _____
Name: Brian Brennan
Title: Executive Director

ATTACHMENT A - SERVICES

BEACON Website Re-design Proposal

Pam Baumgardner
Website Designs

Contractor Scope of Services:

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

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

Agreement Between

COM3 Consulting Inc.

and

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

for

**Project Management Services
FY 2019-2020**



THIS AGREEMENT, made and entered into by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and COM3 Consulting Inc., a California Corporation, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render professional and technical services for project management assistance to the BEACON in the implementation of beach enhancement projects during Fiscal Year 2019-2020.

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

I. Agreement Organization and Content

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

II. Services to be Performed by CONSULTANT

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

III. Term of Agreement

CONSULTANT shall begin performance of the Services on July 1, 2019 and shall complete the Services on June 30, 2020. The term of the Agreement may be extended by Amendment to this Agreement.

IV. Compensation

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

Total compensation and cost reimbursements paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$49,500.

V. Assignment and Subcontracting

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

VI. Changes to Agreement

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

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

VII. Staffing

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

VIII. Termination of Agreement for Convenience

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

IX. Termination of Agreement for Cause

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

X. Responsibility of CONSULTANT

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

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

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

XI. Indemnity

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

XII. Insurance

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

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

XIII. Force Majeure

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

XIV. Equal Employment Opportunity and Nondiscrimination

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

- A. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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

XV. Records, Audits, and Review

CONSULTANT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONSULTANT'S profession and shall maintain such records for at

least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. BEACON shall have the right to audit and review all such documents and records at any time during CONSULTANT's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONSULTANT shall be subject to the examination and audit of the California State Auditor, at the request of the BEACON or as part of any audit of BEACON, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONSULTANT shall participate in any audits and reviews, whether by BEACON or the State, at no charge to BEACON.

XVI. Notices

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

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

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

XVII. Severability

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

XVIII. Ownership of Drawings and Data

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

XIV. Fee Retention

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

XX. Independent Consultant

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

XXI. California Law and Jurisdiction

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

XXII. Headings

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

XXIII. Remedies Not Exclusive

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

XXIV. Compliance with Law

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

XXV. Execution of Counterparts

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

XXVI. Survival

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

XXVII. Conflict Of Interest.

CONTRACTOR warrants by the execution of this Agreement that CONTRACTOR maintains no agreement, employment or position which would be in conflict with the duties to be performed for BEACON under this Agreement. CONTRACTOR further agrees that during the term of this Agreement, CONTRACTOR will not obtain, engage in, or undertake any obligations or duties which would be in conflict with the services or duties to be performed under the provisions of this Agreement without the prior written consent of the Executive Director of BEACON. It is understood that CONTRACTOR may perform services for member agencies which are or may be directly related to or based upon work performed for BEACON.

*BEACON/COM3 Consulting Agreement
Project Management Services*

FY 2019-2020

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

CONSULTANT

BEACON

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

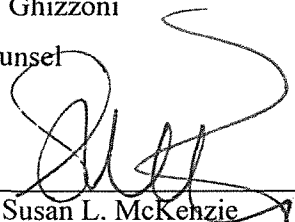
By: _____
Name: Gregg Hart
Title: Chair, BEACON
Date: _____

Attest:

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

Approved as to Form:

Michael C. Ghizzoni
County Counsel

By: 

Susan L. McKenzie
Deputy County Counsel,
Counsel for BEACON

1. General/Project Management

- a. As requested, develop/maintain Project Status Reports for all projects with which BEACON is involved.
- b. Attend project status meetings as necessary.
- c. Report to BEACON Board on status of projects and project issues as required.
- d. Interface with Executive Director as it relates to on-going operations of BEACON.
- e. Interface with BEACON Legal Counsel on BEACON operational and project specific issues as required.
- f. Coordination with other agencies and entities to support coastal projects, studies and initiatives within the region.
- g. Assist Executive Director and other management team members regarding community out-reach efforts.
- h. Coordinate with Funding Agencies as required.

2. Consultant Contracts

- a. Prepare Consultant Contracts and Amendments.
- b. Review, evaluate and negotiate Consultant cost proposals for new services to BEACON.
- c. Review and comment on contract deliverables prepared by consultants.
- d. Track and monitor progress and expenditures of consultant work.
- e. Serve as liaison between consultants and BEACON.
- f. Prepare approval forms for consultant invoices.

3. Project Cost Estimates

- a. Develop and maintain Active BEACON Projects cost estimates as required.

4. Schedules

- a. Develop Active BEACON Projects schedules as required.
- b. Maintain and update schedules through life of Active BEACON Projects and provide copies to BEACON staff and Board of Directors.

5. Grant Opportunities and Consultant Selection

- a. In coordination with BEACON Executive Director and other Staff/Consultants prepare grant applications for new work as opportunities present themselves.
- b. Prepare Requests for Proposals (RFP) as required and coordinate Consultant selection process.

6. Budget

- a. In coordination with Auditor Controller track and maintain BEACON budgets and grant funding.
- b. In coordination with Auditor Controller develop annual budget.
- c. Review claims against grants prepared by Auditor Controller.
- d. Prepare invoice approval forms for all contractor invoices.

7. Specific Project Involvement

- a. Amendment to BEACON CRSMP to address SLR and Climate Change.
- b. Coordination with the Goleta Bay Kelp Anchor Demonstration Project team to ensure permit compliance.
- c. Continue to serve as local sponsor for the USCOE's Oil Piers Artificial Reef Project and pursue Federal funding and support USCOE regarding delivery Project, including public outreach.

BEACON/COM3 Consulting Inc. Agreement *Fiscal Year 2019-2020*
Project Management Services - APPENDIX A – SCOPE OF SERVICES

- d. Pursue development of a new South Central Coastal Beach Enhancement Project (SCCBEP).
- e. Develop partnership program with the Santa Barbara and Ventura counties Flood Control Districts for Debris Basin modification or removal projects.
- f. Implementation of the Santa Barbara county Debris Basin Modifications Project.
- g. Pursuit of grant funding for the Supplemental Dredging Program.
- h. Pursue regional initiatives to enhance coastal sediment.
- i. Pursue development of other BEACON projects.

PROJECT SCHEDULE

COM3 Consulting agrees to start the scope of services described above by July 1, 2019 and complete the scope by June 30, 2020.

APPENDIX B - COMPENSATION

COM3 Consulting Contract with BEACON for Program Management Services

Labor

Name	Project	All In Labor Rate \$/hr	Hrs	Labor \$	Expenses	Total Cost	Comments
Gerald Comati	Overhead	140	350	49,000	500	49,500	Expenses includes all costs related to travel with car mileage reimbursement is assumed at 0.55 \$/mile.
Total Labor				49,000	500	49,500	

Total Contract \$49,500

STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: #11

To: BEACON Board of Directors
From: Executive Director
Date May 10, 2019

Subject: Port Hueneme Beach

REQUIRED ACTION:

- a. Receive an informational report from the Executive Director on the recently completed dredging of Channel Islands Harbor and nourishment of Port Hueneme Beach.

DISCUSSION:

Receive an informational report from the Executive Director including a photo report prepared by Mr. Rick Willburn on the recently completed dredging of Channel Islands Harbor and the resulting nourishment of Port Hueneme Beach.



A California Joint Powers Agency

Member Agencies

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

Santa Barbara Address:

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STAFF REPORT

Meeting Date: May 17, 2019
Agenda Item: #12

To: BEACON Board of Directors
From: Executive Director
Date May 10, 2019

Subject: Executive Director's Report and Communications



A California Joint Powers Agency

Member Agencies

City of Carpinteria
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