

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, November 15, 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 September 20, 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. **Calendar Year 2020 Meeting Schedule**
 - a. Consider and adopt meeting schedule for Calendar Year 2020.
7. **Kelp Anchor Demonstration Project**
 - a. Receive an update from BEACON Staff on the Kelp Anchor Demonstration Project.
8. **BEACON Management**
 - a. Receive a report from the Executive Director regarding transition of BEACON Staff and succession strategy.
9. **Auditor-Controller's Recommended Action**
 - a. Receive and file the Fiscal Year 2019-2020 Unadjusted Budget-to-Actual report for the year-to-date period ending October 31, 2019 (Exhibit I)).
 - b. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows: (requires 6/10th vote):

INCREASE	Other Professional and Specialized Services	\$ 64,000
INCREASE	Revenue - State Other	\$ 64,000
10. **Mondo's Cove Public Access Stairway Improvements Project**
 - a. Receive status report on the Mondo's Cove Public Access Improvements Project as part of BEACON's Shoreline Sand Supply and Public Access Fund.
 - b. Authorize the Executive Director to execute a Contract with Jensen Design & Survey, Inc. for design services on the Mondo's Cove Public Access Improvements Project for the not to exceed amount of \$59,823 with an expiration date of June 30, 2020.
 - c. Authorize the Executive Director to execute Amendment No.1 to MBA Consultants contract to fund management services for the Mondo's Cove Public Access Improvements Project increasing the contract amount by



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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:

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Facsimile:

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Email:

Staff@Beacon.ca.gov

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\$4,000 for a new total not to exceed amount of \$31,000.

- d. Determine the above action is not a “Project” under the California Environmental Quality Act (CEQA) pursuant to CEQA guideline 15378(b)(5) because it is an administrative activity that will not result in direct or indirect physical changes in the environment.

11. Mugu Rock Coastal Sediment Enhancement Program Project

- a. Receive a report from BEACON Staff on the Mugu Rock Coastal Sediment Enhancement Program Project

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, January 17, 2020 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: November 15, 2019
Agenda Item: #2

To: BEACON Board of Directors
From: Executive Director
Date November 6, 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: November 15, 2019
Agenda Item: #3

To: BEACON Board of Directors
From: Executive Director
Date November 6, 2019

Subject: Consideration and Approval of Minutes of BEACON Meeting held September 20, 2019

REQUIRED ACTION:

a. Approve and file.



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Santa Barbara, CA 93101

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501 Poli St.
P.O. Box 99
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Telephone:

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Facsimile:

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BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 20, 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"> • Christy Weir (City of Ventura) • John Zaragoza (County of Ventura) • Steve Bennett (County of Ventura) • Eric Friedman (City of Santa Barbara) • Fred Shaw (City of Carpinteria) • Kyle Richards (City of Goleta) • Carmen Ramirez (City of Oxnard) • Steve Gama (City of Port Hueneme)
Item	2	<p>Approval of Agenda and Filing of Certificate of Agenda Posting</p> <p>Action: Approve and file.</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 July 19, 2019.</p> <p>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</p> <p>Receive public comments.</p>
Minutes/ Actions:		None

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 20, 2019

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
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Item	5	<p>Reports</p> <p>a. Reports from legislative offices.</p> <p>b. Board Member Reports and Updates</p>
Minutes/ Actions:		<ul style="list-style-type: none"> • Director Zaragoza commended Director Gama and the Brian Brennan for an excellent presentation to the RDP21 in September. The information was informative prior to a trip to DC to secure funding. • Director Shaw reported that the City of Carpinteria was moving forward with an update to the City Land Use Plan and Shoreline Management Plan. • Director Richards reported that the City of Goleta is working on a Stream and Watershed Management Plan. In addition, the City of Goleta is edging closer to approving a new Zoning Ordinance. • Director Ramirez indicated that today is “Climate Strike” day with global climate strike demonstrations worldwide. She will be attending events at Mission Park in Ventura. • Director Gama reported that on Saturday September 21 is “Dude Clean My Beach” day in the City of Port Hueneme. • Director Friedman reported that the City of Santa Barbara LCP Update was certified and that “Creek Week” kicked off on September 15. • Director Bennett reported that the Board of Supervisors received the SLR report on adaptation options to consider mitigating SLR. The next steps will be to select options and ultimately update the Counties Coastal Plan.

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 20, 2019

TIME: 9:00 AM

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

Item	6	<p>Reports</p> <p>a. Receive and file the Fiscal Year 2018-2019 Budget-to-Actual report for the year-to-date period ending June 30, 2019 (Exhibit I)</p>
Minutes/ Actions:		<p>Mr. Carlos Maldonado of Ventura County Auditor Controllers Office presented the Budget-to-Actual report for year-to-date ending June 30, 2019.</p> <p>BOARD ACTIONS:</p> <p>a. The Board approved unanimously the Auditor Controller Recommended Action.</p>

Item	7	<p>Port Hueneme Beach Regional Erosion Meeting</p> <p>a. Receive a report from the Executive Director on the Port Hueneme Regional Beach Erosion Meeting of September 6, 2019.</p>
Minutes/ Actions:		<p>Brian Brennan and Dr. Bailard explained that in an effort to formulate a collaborative strategy to secure funding for additional dredging at Channel Islands Harbor the City of Port Hueneme hosted a stakeholders meeting on September 6, 2019 at City Hall. Invitees included the Army Corps of Engineers, City of Port of Hueneme, the U.S. Naval Station Point Mugu, Congresswoman Julia Brownlee’s office, The Nature Company, the Channel Islands Harbor District.</p> <p>In attendance at the meeting was Director Gama and Councilmember Hernandez. Mr. Brennan directed proceedings and let a PowerPoint presentation. Presentations were also made by the Nature Company, the Harbor and the Navy. The presentation explained that The Water Resources Development Act (WRDA) of 1996 authorized biennial dredging from Channel Islands Harbor to establish and maintain a littoral sediment balance with is estimated at 1.254 million cubic yards per year, or 2.5 million cubic yards every other year. (§ 305.) This quantity has shown empirically to establish a sufficient coastal equilibrium whereby Hueneme Beach maintains a stability. Unfortunately, during the last decade this target quantity has not been met resulting in serious erosion to Hueneme Beach. Most recently, in March of 2019 the City of Port Hueneme completed its dredging cycle for 2018-2019 delivering only 1.6 million cubic yards. The deficit in dredging quantity stems from increased dredging costs in tandem with static federal funding.</p> <p>The funding for the dredging operation comes from two sources, 19% from the Navy and 81% from the USACOE. However, the variable amount is always from the USACOE and not from the Navy. It might make sense to try and increase the Navy participation especially given the direct impact to the Navy Base that results from insufficient dredging.</p> <p>Marc Beyeler of BEACON Staff reported that while expanding the dredging operation at Channel Islands Harbor is critical, the Coastal Sediment Management Workgroup (CSMW) consisting of representatives from the US Army Corps of Engineers, the California Resources Agency, and regional coastal agencies including BEACON, is looking into policy and other solutions beyond just dredging.</p> <p>Director Gama raised the issue of the Air Pollution Control District permit limitations on the amount of fuel that can be expended during the dredging operation. The permit stipulates 326,000 gal of fuel which may not be enough to complete a 2.5M cy dredge cycle. The Harbor is looking into ways to expand the permit limitations.</p> <p>BOARD ACTIONS:</p> <p>The Board received and filed report.</p>

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 20, 2019

TIME: 9:00 AM

PLACE: City of Carpinteria, Council Hearing Room
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Item	8	Grant Pursuits a. Receive an update report on existing grants and new grant pursuits for the following projects: Santa Barbara County Debris Basin, Surfers Point, East Beach Dune Restoration, South Central Coast Beach Enhancement program, and Climate and Sea Level Rise Update to BEACON's Coastal Regional Sediment Management Plan.
Minutes/ Actions:	<p>Mr. Comati and Mr. Beyeler reported on the status of current BEACON grant pursuits.</p> <ul style="list-style-type: none">• Santa Barbara County Debris Basin: Mr. Comati reported that BEACON staff in conjunction with SB County Flood Control are responding to data requests from OPC regarding the scope/schedule request submitted following the January 2018 Debris Flow Event.• Surfers Point: Mr. Beyeler reported that Staff had submitted a FEMA Hazard Mitigation Grant application in September 2019 for capital funding for phase 2 of the Surfers Point Project.• East Beach Dune Restoration: Mr. Comati reported that BEACON was awaiting a decision from the California Division of Boating and Waterways on funding for the East Beach Dune Demonstration Project. A decision is expected by January 2020.• South Central Coast Beach Enhancement program: BEACON staff and Climate and Sea Level Rise Update to BEACON's Coastal Regional Sediment Management Plan: Mr. Beyeler reported he is looking into a grant with the National Fish and Wildlife Foundation to fund an updated SCCBEP and a SLR update to BEACON's CRSMP. <p>BOARD ACTIONS: The Board received and filed report.</p>	

BEACON BOARD OF DIRECTORS' MEETING MINUTES

DATE: Friday, September 20, 2019

TIME: 9:00 AM

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

Item	9	<p>Shoreline Sand Supply and Public Access Fund</p> <p>a. Receive report from Staff on the status of BEACON's Shoreline Sand Supply and Public Access Fund, and California Coastal commission (CCC) mitigation funds on deposit.</p> <p>b. Authorize expenditure of the CCC mitigation funds to begin final implementation of the Ventura coastal access project at Mondo's Cove</p>
Minutes/ Actions:		<p>Mr. Beyeler reported that utilizing the \$64,000 of funding BEACON secured in 2014 as Coastal Commission Sand Mitigation fees received for coastal project at Mussel Shoals, BEACON is proposing much needed beach access at Mondo's Cove. Mr. Beyeler reported that Mondo's Beach was a heavily used recreational destination with no safe beach access over the back of beach revetment boulders. Families accessing the beach are forced to climb over the rocks. The Coastal Commission has approved the proposal and Staff is seeking approval from the BEACON Board. Moving forward, Staff will release an RFP for design services and hopes to bring a consultant contract back to the Board in November 2019. The beach access stairway project at Mondo's Cove could be a catalyst for other coastal access improvements by Caltrans at Mondo's Cove, including pedestrian access, parking, and road safety.</p> <p>Director Ramirez indicated that she was familiar with the beach and the lack of safe access and fully endorses a stairway access project.</p> <p>Director Shaw indicated that vehicular traffic in front of Mondo's can be too fast and hopes Caltrans can install speed postings as part of their road safety improvements.</p> <p>Director Weir expressed a desire for an organic design for the stairway access, perhaps carved out of rocks.</p> <p>BOARD ACTIONS: The Board approved unanimously the Recommended Actions.</p>

Item	10	Executive Director's Report and Communications
Minutes/ Actions:		<p>The Executive Director reported that Staff was in discussions with Caltrans District 7 regarding a possible coastal nourishment program utilizing landslide and potentially other sediment that Caltrans must remove from their highways and or projects. Staff we report further at the November Board Meeting.</p>

Meeting Minutes by Gerald Comati, Program Manager, BEACON.

Adjourn to next regular meeting November 15, 2019, 2019 at 9:00 AM in Carpinteria City Hall

STAFF REPORT

Meeting Date: November 15, 2019
Agenda Item: #4

To: BEACON Board of Directors
From: Executive Director
Date November 6, 2019

Subject: Public Comment and Other Matters not on the Agenda

REQUIRED ACTION:

a. Receive Public Comments.



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Ventura Address:

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

Telephone:

(805) 662-6890

Facsimile:

(805) 568-2982

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Beacon.ca.gov

Internet:

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STAFF REPORT

Meeting Date November 15, 2019
Agenda Item: #5

To: BEACON Board of Directors
From: Executive Director
Date November 6, 2019

Subject: Reports

REQUIRED ACTION:

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



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STAFF REPORT

Meeting Date: November 15, 2018
Agenda Item: 6

To: BEACON Board of Directors
From: Executive Director
Date: November 9, 2018

Subject: Calendar Year 2020 Meeting Schedule

ACTIONS:

- a. Consider and adopt meeting schedule for Calendar Year 2020.

DISCUSSION:

ACTIONS: a. Consider and adopt meeting schedule for Calendar Year 2019. DISCUSSION: It is proposed that BEACON's usual bi-monthly meeting schedule continue for 2020 starting on the 3rd Friday in January, and then continuing on the third Friday on alternating months. As before, all meetings will be in Carpinteria, unless otherwise designated by the Board.

The proposed remaining schedule is as follows:

- January 17, 2020
- March 20, 2020
- May 15, 2020
- July 17, 2020
- September 18, 2020
- November 20, 2020



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Ventura, CA 93001

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staff@beacon.ca.gov

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STAFF REPORT

Meeting Date: November 15, 2019
Agenda Item: 7

To: BEACON Board of Directors
From: Gerald Comati PE
Date: November 6, 2019

Subject: Kelp Anchor Demonstration Project

ACTIONS:

- a. Receive an update from Staff on the Kelp Anchor Demonstration Project.

DISCUSSION:

For the past eight years BEACON has been the Lead Agency in delivering an innovative project to demonstrate a method to re-establish kelp in Goleta Bay. The method was developed by Mr. Bob Kiel of the Seattle Aquarium and requires the insertion of three-foot long (2-inch square) granite columns that are water-jetted into the sandy seabed of Goleta Bay. Four to six inches of the top of the columns protrude providing an immovable and environmentally benign “toe-hold” for kelp spores to attach. The re-establishment of a kelp bed in Goleta Bay is considered an environmental benefit to marine life as well as a recreational opportunity and is consistent with BEACON’s mission.

The scope of the original project consisted of approximately 200 kelp anchors to be installed. BEACON secured permits from the California Coastal Commission and US Army Corps of Engineers for the project as well as State Lands Commission Lease and in 2015 the BEACON Board authorized the project to proceed into the construction (installation) phase. By October 2016, 200 Kelp Anchors had been installed into the seabed of Goleta Bay. Since that time the project has shown a good deal of success in securing new kelp growth. However, this growth has been significantly impacted during the last eighteen months by kelp-eating invertebrates such as kelp crabs and top snails. To mitigate these impacts, Mr. Kiel adapted the design of the kelp anchor to include a bulb-out along the column that would serve as a safe dwelling space for octopi. By including this design feature, octopi can secure a safe residence at the base of kelp anchors and feed on the kelp crabs and top snails. Mr. Kiel named this type of kelp anchor the “octocolumn”. A few of the octocolumns were installed in late 2018 with great success. In March of this year Mr. Kiel made a presentation to the BEACON Board on the project status and outlined a potential Phase 2 for the project.

After hearing Mr. Kiel’s presentation to BEACON in March, the County of Santa Barbara County Community Services Department – Parks Division (County Parks Division) expressed interest in assisting Mr. Kiel in delivering Phase 2 and approached him to partner in the pursuit of grant funding. The County identified a grant from the National Fish and



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Wildlife Foundation (NFWF). The proposed grant would contribute towards the cost of Phase 2 of the project which would expand the existing footprint of installed anchors from a one-acre area to a 13.3-acre area.

The scope of the Phase 2 effort would include securing new permits, preparation of an environmental document, fabrication and installation of new anchors (including octocolumns) and post installation monitoring. As with the original anchors, the additional granite columns would provide a substrate for kelp plants to affix to and take a bigger step towards reestablishing the historic 200-acres kelp forest of Goleta Bay.

The “Goleta Bay Kelp Forest Restoration Project” is seeking a \$300,000 from the National Fish and Wildlife Foundation. If the County is successful in securing the grant funding, the County would take over from BEACON as the lead and sponsoring agency for the Kelp project. BEACON would support the project along with UCSB, Goleta Sanitary District, Friends of Goleta Beach, and local environmental and commercial diving organizations.

STAFF REPORT

Meeting Date: November 15, 2019
Agenda Item: #8

To: BEACON Board of Directors
From: Executive Director
Date: November 6, 2019

Subject: BEACON Management

Required Action:

- a. Receive a report from the Executive Director regarding transition of BEACON Staff and succession strategy.

DISCUSSION:

The current BEACON management team is as follows:

Name	Position	Responsibilities
Mr. Brian Brennan	Executive Director	Leadership, political interface, strategic planning.
Dr. Jim Bailard PE	Technical Advisor	Technical assessments of coastal engineering issues/projects.
Mr. Gerald Comati PE	Program Management (COM3 Consulting)	Project and contract management, agenda preparation and administration, strategic planning, grant preparation.
Mr. Marc Beyeler	Strategic Consulting, Climate and SLR Advisor (MBA Associates)	Project management, strategic planning, grant preparation.
Ms. Susan McKenzie	Legal Counsel (SB County)	Legal Counsel.
Mr. Carlos Maldonado	Auditor Controller (Ventura County)	Financial/accounting Services and oversight of bi-annual audits
Mr. Karl Trieberg	Advisor (City of Santa Barbara Waterfront)	Technical Advisor.

The management structure described in the table above has been in place for over fifteen years. In 2007, Mr. Brian Brennan stepped into the role of Executive Director in a pro-bono capacity after serving on the BEACON Board as the City of Ventura Council Member for ten years. Aside from Mr. Brennan and Mr. Karl Trieberg, all the management positions listed are funded.

Dr. Bailard has been part of the BEACON team since 1992 serving as its Technical Advisor. Jim's expertise in coastal engineering has been a very valuable asset to the agency. Sadly, at the end of June, Jim announced to the Executive Director that he had decided to step down from this position. Jim's departure leaves a significant void in the BEACON team at a time when the environment within which BEACON operates is also changing. Coastal issues are becoming more relevant with climate change and sea-level-rise, and the BEACON member agencies have by necessity,



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become more active in assessing their individual coastal issues including completing updates to their coastal plans. I will discuss the Technical Advisor transition in my Executive Director Comments with a report on a suggested path going forward.

In 2016, BEACON assessed how it can best serve its member agencies, given the shifting context within which it exists. This assessment included an online survey of all its member agencies and other key players with interests in regional and statewide coastal concerns. The conclusions of the survey suggested that BEACON should provide the following coastal-related services

- a. Regional voice to State and Federal Government.
- b. Provide a regional forum for the establishment of policy.
- c. Provide a regional forum for local government and community education.
- d. Provide a regional forum for specific coastal project discussions and defining assistance strategies.
- e. Secure grant funding for coastal programs, studies and projects.
- f. Assist member agencies in securing coastal-related grant funding.
- g. Collaboration with member agencies in delivering coastal-related projects.
- h. Serve as a source for coastal-related technical and scientific information and expertise.

It is an opportune time to revisit both the vision and purpose of BEACON as well as a succession strategy of its key staff.

BEACON has relied on an unpaid, part-time Executive Director throughout its history. For the past eight years, Ventura County Supervisor Steve Bennett representing District One has provided financial support to the incumbent Executive Director as a County employee, providing an in-kind contribution to BEACON's operation. At the end of 2020, the incumbent District Supervisor will be retiring from the position, and in-kind financial support for the Executive Director will end. At the same time, at the end of 2020, the incumbent Executive Director will also be retiring from county employment.

BEACON needs to affect a transition in its Executive leadership, starting in the new year, giving BEACON the opportunity to transfer executive leadership responsibilities in an orderly manner and with sufficient time to ensure as seamless transition as possible while maintaining and accelerating BEACON's programs and initiatives. The BEACON Executive Director is proposing the BEACON Board consider appointing a Deputy Executive Director starting in the new year. The Executive Director would spend the next year in training and transferring executive responsibilities to the Deputy Director. Among the responsibilities starting in the new year, the Deputy Executive Director would be tasked with organizing and managing BEACON Board agendas and meetings. In addition, the Deputy Director would become familiar and conversant with BEACON Budgeting and funding details. The Deputy Director would work with the incumbent Executive Director in developing the next fiscal year budget and would be responsible for developing and presenting a multi-year financial strategy to the BEACON Board, starting with the FY2020-2021 Budget to be presented to the Board during the Spring 2020.

Throughout the calendar year 2020, the Executive Director would be responsible for introducing the Deputy Executive Director to all the agency representatives and involved agency personnel, ensuring that the Deputy would develop strong relationships with principals and partners involved

in BEACON operations, projects, and programs. The Deputy Director would organize and manage BEACON's science support strategy and proposed actions to increase science support for BEACON's work program activities.

STAFF REPORT

Meeting Date: November 15, 2019
Agenda Item: #9

To: BEACON Board of Directors
From: Ventura County Auditor-Controller’s Office
Date: November 15, 2019

Subject: Auditor-Controller Recommended Actions

RECOMMENDATION:

- a. Receive and file the Fiscal Year 2019-2020 Unadjusted Budget-to-Actual report for the year-to-date period ending October 31, 2019 (Exhibit I).
- b. Authorize the Auditor-Controller’s Office to make budgetary adjustments as follows: (requires 6/10th vote):

INCREASE	Other Professional and Specialized Services	\$ 64,000
INCREASE	Revenue - State Other	\$ 64,000

DISCUSSION:

Recommendation a –

Receive and file report from Ventura County Auditor-Controller’s Office on the Unadjusted Budget-to-Actual for Fiscal Year 2019-2020 for the period ending October 31, 2019 (Exhibit I).

Recommendation b –

The following budgetary adjustments are being recommended for the Mondo’s Cove Public Access Stairway Improvement Project:

To increase **Other Professional and Specialized Services** by **\$64,000** to accommodate for the engineering and design contract with Jensen Design & Survey, Inc (as proposed in agenda #11) and for Project Management work by BEACON staff.

To increase **Revenue - State Other** by **\$64,000** for the California Coastal Commission Mitigation Fees in fund O030 – BEACON Shoreline Sand Supply and Public Access Fund.



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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>

BEACON FUND 0025
YEAR TO DATE UNADJUSTED BUDGET TO ACTUAL FY 2019-20
FOR THE MONTH ENDING OCTOBER 31, 2019

Unit	Account Number	Title	BUDGET			ACTUAL YTD			
			Adopted Budget	Budget Mod	Revised Budget	Actual	Encumbered	Total Revenue/Obligation	Variance Favorable (Unfavorable)
UNASSIGNED FUND BALANCE									
		Beginning Balance	72,955	-	72,955	198,055.44		198,055.44	125,100.44
5995		Unassigned Fund Balance	72,955	-	72,955	198,055.44		198,055.44	125,100.44
REVENUE									
5665	8911	Investment Income - (Interest Earnings)	6,000	-	6,000	0.01		0.01	(5,999.99)
5665	9252	State Other - (OPC Grants)	372,365	-	372,365	-		-	(372,365.00)
5665	9371	Other Governmental Agencies - (Member Dues)	147,095	-	147,095	147,095.00		147,095.00	-
		Total Revenue	525,460	-	525,460	147,095.01		147,095.01	(378,364.99)
		TOTAL SOURCES	598,415	-	598,415	345,150.45		345,150.45	(253,264.55)
EXPENDITURES									
5665	2072	Insurance	3,500	-	3,500	3,913.48	-	3,913.48	(413.48)
5665	2131	Membership Dues	500	-	500	-	-	-	500.00
5665	2159	Miscellaneous Expenses (Kelp Anchor Permits, Office Expenses, Funding Workshop, SCCBEP)	13,050	-	13,050	-	-	-	13,050.00
5665	2183	Engineering and Technical Surveys (Tech Advisor- J Bailard, Project Management - COM3)	61,500	-	61,500	11,249.50	50,250.50	61,500.00	-
5665	2185	Attorney Services (County of Santa Barbara)	12,000	-	12,000	-	12,000.00	12,000.00	-
5665	2199	Other Professional & Specialized Services (Accounting Srv. - County of Ventura, Marc Beyeler, Pam Baumgardner)	48,500	-	48,500	10,270.38	20,050.00	30,320.38	18,179.62
5665	2292	Education, Conferences, and Seminars (Registration Fees)	2,000	-	2,000	-	-	-	2,000.00
5665	2292	Travel Expenses (Misc Payments, Travel & Conf.)	10,000	-	10,000	-	-	-	10,000.00
		Total Overhead Expenditures	151,050	-	151,050	25,433.36	82,300.50	107,733.86	43,316.14
		Grant Funded Expenditures							
		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	-	18,000	-	10,000.00	10,000.00	8,000.00
		Grants - OPC - Surfer's Point Project:							
5665	2183	Engineering and Technical Surveys - OPC Grant - Surfer's Point Project - City of Ventura	354,365	-	354,365	-	-	-	354,365.00
		Total Grants - OPC - Surfer's Point Project:	354,365	-	354,365	-	-	-	354,365.00
		Total Grant Funded Expenditures	372,365	-	372,365	-	10,000.00	10,000.00	362,365.00
5665	6101	Contingency	75,000	-	75,000	-	-	-	75,000.00
		TOTAL EXPENDITURES	598,415	-	598,415	25,433.36	92,300.50	117,733.86	480,681.14
		Ending Unassigned Fund Balance							
								319,717.09	

BEACON - FUND 0030 - BEACON Sand Supply and Public Access

Unadjusted Balance, as of October 31, 2019: 63,232.77

STAFF REPORT

Meeting Date: November 15, 2019
Agenda Item: 10

To: BEACON Board of Directors
From: Executive Director
Date: November 6, 2019

Subject: Mondo's Cove Public Access Stairway Improvements Project

ACTIONS:

- a. Receive status report on the Mondo's Cove Public Access Improvements Project as part of BEACON's Shoreline Sand Supply and Public Access Fund.
- b. Authorize the Executive Director to execute a Contract with Jensen Design & Survey, Inc. for design services on the Mondo's Cove Public Access Improvements Project for the not to exceed amount of \$59,823 with an expiration date of June 30, 2020. See Attachment 1.
- c. Authorize the Executive Director to execute Amendment No.1 to MBA Consultants contract to fund management services for the Mondo's Cove Public Access Improvements Project increasing the contract amount by \$4,000 for a new total not to exceed amount of \$31,000. See Attachment 2.
- d. Determine the above action is not a "Project" under the California Environmental Quality Act (CEQA) pursuant to CEQA guideline 15378(b)(5) because it is an administrative activity that will not result in direct or indirect physical changes in the environment.

DISCUSSION:

In September 2019 BEACON staff presented a staff report proposing the use of BEACON's Shoreline Sand Supply and Public Access Fund to develop a design for the Mondo's Cove Public Access Improvements Project located in northern Ventura County.

In 2014, BEACON and the California Coastal Commission signed a Memorandum of Agreement (MOA), establishing a Shoreline Sand Supply and Public Access Fund, including a payment of \$60,000 in mitigation funds for public access as a result of the issuance of Coastal Development Permit (CDP) #4-07-154. Under the terms of the MOA, the funds "shall be solely used to construct a new public accessway to the beach and/or public parking improvements at Oil Piers Beach or to establish a new or improved public access and recreational improvements in beach areas in Ventura County."¹

¹ Memorandum of Agreement Between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) and The California Coastal Commission Establishing a Process for the Administration of the BEACON Shoreline Sand Supply and Public Access



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:

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Facsimile:

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At the September meeting, the BEACON Board approved expending funds the Shoreline Sand Supply and Public Access Fund to design the Mondo's Cove Public Access Improvements Project. Since the September Board meeting, BEACON staff prepared a Request for Proposal (RFP) to select a consultant team to complete the design work on the project. The RFP was issued on October 16, 2019 and on November 1, 2019 three proposals were received. BEACON staff reviewed, evaluated and ranked the proposals and on November 5, 2019 selected the firm/team of Jensen Design & Survey, Inc. to negotiate a consultant contract. BEACON Staff successfully negotiated a contract scope with Jensen Design & Survey on November 8, 2019. BEACON staff is recommending that the Board authorize the Executive Director to execute a contract with Jensen Design & Survey, Inc. for an amount up to and not to exceed \$59,823.00 for design services on the project.

Marc Beyeler of MBA Consultants will manage this project for BEACON including the necessary coordination with the California Coastal Commission and be responsible for any permitting requirements. To fund this effort, BEACON staff is recommending that the BEACON Board authorize Amendment No.1 to the existing contract with MBA Consultants in an amount of \$4,000.00 to provide project/contract management services for design phase of the Cove Public Access Improvements Project. Funding for this contract amendment will also come from the Shoreline Sand Supply and Public Access Fund.

The design phase of the project is expected to be completed in the summer of 2020. Following completion of the design, BEACON staff will be soliciting grant funds for development of final approvals, a final construction bid package and for construction.

Importantly, BEACON staff considers the development and installation of a beach access stairway at Mondo's Cove as part of a program of access improvements at Mondo's Cove, with the new beach access stairway being a catalyst for other improvements including pedestrian access, parking, and road safety that are currently being evaluated by Caltrans.

Attachment 1. Contract with Jensen Design & Survey, Inc. for design services on the Mondo's Cove Public Access Improvements Project.in the not to exceed amount of \$59,823 with an expiration date of December 31, 2020.

Attachment 2. Amendment No.1 to MBA Consultants contract to fund management services for the Mondo's Cove Public Access Improvements Project increasing the contract amount by \$4,000 for a new total not to exceed amount of \$31,000.

Attachment 1

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter, "Agreement") is made by and between the BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (hereafter, "BEACON") and Jensen Design & Survey, Inc., having its principal place of business at and 1672 Donlon St, Ventura, CA 93003 (hereafter, "CONTRACTOR"), individually referred to as Party, or collectively as Parties, wherein CONTRACTOR agrees to provide and BEACON agrees to accept the services specified herein.

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

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

1. **DESIGNATED REPRESENTATIVES.** Marc Beyeler, BEACON consulting staff at phone number 510-316-6095 is the representative of BEACON and will administer this Agreement for and on behalf of BEACON. Mr. Scott Meckstroth PE at phone number (805) 654-6977 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To BEACON: BEACON
County of Ventura
Office of First District Supervisor
800 S. Victoria Avenue, Suite 1900
Ventura, CA 93009
Attention: Mr. Marc Beyeler

To CONTRACTOR: Jensen Design & Surveys, Inc.
1672 Donlon St,
Ventura, CA 93003
Attention: Mr. Scott Meckstroth PE

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

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

4. **TERM.**

- A. CONTRACTOR shall commence performance after this Agreement has been executed and notice to proceed has been issued to CONTRACTOR by BEACON. All work described herein shall be completed no later than June 30, 2020 unless otherwise directed by BEACON or unless earlier terminated and according to the schedule specified in Exhibit A, unless otherwise directed by BEACON or unless earlier terminated.
- B. The Executive Director of BEACON may extend the time of performance of this Agreement for a period of one year by giving written notice of extension to CONTRACTOR 30 days prior to the completion date specified in Section 4(A), above.

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

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

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

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

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

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

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

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

BEACON shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions reports, data, documents or other materials prepared under this Agreement. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not

infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless BEACON against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon any intellectual property or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by BEACON in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of the Agreement.

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

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

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

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

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

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

- A. **Compliance with Regulations.** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination.** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports.** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
2. Cancellation, termination or suspension of the Agreement in whole or in part.

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

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

19. **TERMINATION.**

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

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

BEACON's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify BEACON as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

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

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

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

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to BEACON is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent

permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Brian Brennan
BEACON Executive Director
Clerk of the Board

By: _____
Deputy Clerk

BEACON:

By: _____
Gregg Hart
Chairperson
Board of Directors

Date: _____

CONTRACTOR:

Jensen Design & Survey Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
BEACON Counsel

EXHIBIT A

Scope of Services

CONTRACTOR shall provide project-level planning, design, engineering, and cost estimation services which will provide BEACON, its partners, and interested stakeholders, with specific information necessary to proceed to final project implementation, including detailed information sufficient to obtain any and all permit approvals, and to obtain funds to proceed to final engineering and project construction.

- A. About the Project Site.** Mondo's Cove beach is among the most popular and heavily visited beaches along the Ventura coastline. Mondo's Cove provides beach and ocean access and water sports opportunities for visitors of all ages and all abilities and skills. Mondo's Cove also hosts several private surf schools providing water safety training.

Mondo's Cove has extensive on-street parking available across coast highway from the Mondo's Cove beach. Most recently, Ventura County has added portable bathrooms to Mondo's Cove. However, no safe beach access stairway is in place, and visitors must traverse large rip-rap boulders to descend to the beach.

- B. Project General Requirements.** Any new beach access stairway at Mondo's must span the current rip-rap rock structure and will terminate on the sandy beach, as such it will require coastal planning approval(s), and perhaps lease and/or easement approvals.

A new beach access stairway could be the catalyst for a series of coastal access improvements at Mondo's Cove, including pedestrian, parking, and road safety improvements. Caltrans is currently studying a range of different active transportation improvements focused on pedestrian, bike, and parking, vehicle and roadway safety at Mondo's Cove. However, under this RFP solicitation, a new public access stairway is being planned independently and in advance of other access improvements, so it can be completed in a timely manner.

BEACON staff will be responsible for preparing all permit and approval submittals, relying on the information resulting from this RFP solicitation.

PROJECT DELIVERABLES

- A. Project Site Visit with BEACON Staff**

Deliverable: Site Visit Orientation.

- B. Identification of data required to support project design and identification of desired project elements**

Deliverable: Identification of needed project data and listing of project elements to be included in analysis.

- C. Project Site Base map**

Deliverable: Base map including public and private property ownerships, identification of current improvements/facilities, and relevant site conditions, including elevations and topographic conditions. These shall be provided as both hard copies and in a digital format.

D. Options Analysis of Public Access Stairway Improvement

Deliverable: Stairway Options Analysis, a short narrative report, including but not limited to, a review of possible stairway materials (concrete, wood, etc.), construction/installation method(s), and needed related improvements, if applicable.

E. Preliminary Engineering Analysis of Site Conditions Related to Access Stairway Options

Deliverable: Preliminary engineering analysis of site conditions affecting and impacting installation and implementation of access stairway(s). Analysis will include a geotechnical assessment to determine appropriate foundation design.

F. Preliminary Design Option(s)

Deliverable: Preliminary Access Stairway Design Option(s) sited and illustrated on the Base map (3# above) and in concept-level schematic view(s). These shall be provided as both hard copies and in a digital format.

G. Review of Preliminary Design Options with BEACON staff

Deliverable: Meeting with BEACON staff.

H. Development of Plans, Specifications and Cost Estimate for Selected Access Stairway Option

Offeror shall develop a design for the project using the 2018 Greenbook: Standard Specifications for Public Works Construction.

Deliverable:

- Draft Plans, Specifications and Cost Estimate for review by BEACON Team.
- Final Plans, Specifications and Cost Estimate for review by BEACON Team.

A. On-site Presentation of Selected Stairway Design Option with BEACON staff and interested stakeholders

Deliverable: Presentation of Design.

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

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$59,823**.
2. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by BEACON.
3. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1 Schedule of Fees**. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and to provide supporting documentation to connect requirements specified in Exhibit A.
4. **Monthly.** CONTRACTOR, shall submit to the BEACON Designated Representative an invoice or certified claim for the service performed over the period specified. BEACON's Designated Representative shall evaluate the quality of the service performed and, if found to be satisfactory and within the cost basis of Attachment B1, shall initiate payment processing. BEACON shall pay invoices or claims for satisfactory work within 30 days of presentation.
5. BEACON's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of BEACON's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1
SCHEDULE OF FEES



FEE SCHEDULE & BILLING TERMS

BILLING RATES EFFECTIVE JULY 1, 2019

Fee charges are based on the staff level involved at the following rates:

ENGINEERING:

PRINCIPAL ENGINEER, CEO	\$ 210 /hr.
ENGINEERING MANAGER	\$ 185 /hr.
SENIOR CIVIL ENGINEER II	\$ 175 /hr.
SENIOR CIVIL ENGINEER I	\$ 160 /hr.
SENIOR PROJECT MANAGER	\$ 155 /hr.
CIVIL ENGINEER II	\$ 150 /hr.
CIVIL ENGINEER I	\$ 140 /hr.
STAFF ENGINEER	\$ 130 /hr.
ENGINEERING ASSISTANT III	\$ 120 /hr.
ENGINEERING ASSISTANT II	\$ 110 /hr.
ENGINEERING ASSISTANT I	\$ 100/hr.

PLANNING:

PLANNING MANAGER	\$ 175 /hr.
SENIOR PLANNER II	\$ 150 /hr.
SENIOR PLANNER I	\$ 145 /hr.
PLANNER II	\$ 130 /hr.
PLANNER I	\$ 120 /hr.
PLANNING TECHNICIAN II	\$ 110 /hr.
PLANNING TECHNICIAN I	\$ 100 /hr.

GENERAL:

RESEARCH/OFFICE ASSISTANT	\$ 85 /hr.
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**EXPERT WITNESS /
DEPOSITION RATES:**

Hourly rate for work involving actual expenses in court (4-hour minimum), giving depositions or similar expert testimony, will be billed \$400 per hour regardless of job classification

SURVEY:

SENIOR LICENSED LAND SURVEYOR	\$ 170 /hr.
LICENSED LAND SURVEYOR II	\$ 160 /hr.
LICENSED LAND SURVEYOR I	\$ 150 /hr.
PROJECT SURVEYOR	\$ 135 /hr.
SURVEY TECHNICIAN II	\$ 125 /hr.
SURVEY TECHNICIAN I	\$ 110 /hr.
1-MAN SURVEY (NON-FIELD)	\$ 140 /hr.
1-MAN SURVEY CREW	\$ 180 /hr.
2-MAN SURVEY CREW	\$ 260 /hr.
3-MAN SURVEY CREW	\$ 320 /hr.

CONSTRUCTION MANAGEMENT:

CONSTRUCTION MANAGER	\$ 175 /hr.
CONSTRUCTION TECHNICIAN	\$ 110 /hr.
CONSTRUCTION / PUBLIC WORKS INSPECTOR	
NON-PREVAILING WAGE	\$ 125 /hr.
PREVAILING WAGE	\$ 150 /hr.

DRONE SERVICES

DRONE FLIGHT CHARGES	\$ 275 /day
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(BILLING RATES EFFECTIVE July 1, 2019)

November 7, 2019

Consultant's Initials	Client's Initials

FEE ESTIMATE

We propose to provide the services described on a time and materials basis. We have provided a fee estimate for budgetary purposes in the amount of \$59,823, based on past experiences with similar projects. However, please understand that the actual fees required to successfully complete your project are very difficult to predict, and the final charge for our services could exceed this estimate. We will track time spent against this estimate as the job progresses and bring any expected overages to your attention, prior to exceeding the amount herein. Should any work be needed outside the scope and qualifications discussed above, written authorization shall be requested and obtained prior to starting the work. Minor expense items, such as outside printing, are not included in this fee estimate and will be billed separately.

APROJECT SITE VISIT	\$2,213
BID DATA REQUIRED TO SUPPORT PROJECT DESIGN AND ID DESIRED PROJECT ELEMENTS	\$3,084
CSITE BASE MAP11,000\$ DOPTIONS ANALYSIS OF PUBLIC ACCESS STAIRWAY IMPROVEMENTS	\$2,551
EPRELIMINARY ENGINEERING ANALYSIS OF SITE CONDITIONS	\$2,000
COASTAL GEOMORPHOLOGY REVIEW	\$5,000
PRELIMINARY GEOTECH INVESTIGATIO	\$9,500
STAIRWAY ACCESS DESIGN OPTIONS	\$5,139
COASTAL GEOMORPHOLOGY REVIEW	\$5,000
REVIEW STAIRWAY ACCESS DESIGN WITH BEACON	\$1,898
PRE-DESIGN COMMUNITY MEETING	\$3,054
DESIGN DEVELOPMENT PLANS, SPECS AND COST ESTIMATE	\$6,002
ONSITE PRESENTATION OF SELECTED STAIRWAY DESIGN OPTION	\$3,382
TOTAL	\$59,823

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by BEACON) and hold harmless BEACON and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the BEACON.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – BEACON, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the BEACON, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the BEACON, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the BEACON.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to BEACON a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the BEACON by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the BEACON has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the BEACON. The BEACON may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the BEACON with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the BEACON before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The BEACON reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, BEACON has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by BEACON as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that BEACON is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – BEACON reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

Attachment 2

Amendment No. 1
to the Agreement for Services

November 15, 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 May 7, 2019, the Parties entered into the Agreement for Services for Contractor to assist BEACON in climate and sea level rise adaptation planning, organizational/program assistance, financial planning and fundraising and project management;

WHEREAS, BEACON requires additional services in project assistance for the Mondo’s Cove Public Access Stairway Improvement 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 \$31,000.

This amendment to the Agreement is 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 November 15, 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: November 15, 2019
Agenda Item: #12

To: BEACON Board of Directors
From: Executive Director
Date November 6, 2019

Subject: Executive Director's Report and Communications



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>

Meeting Date: November 15, 2019

To: BEACON Board of Directors
From: Brian Brennan, Executive Director
Date: November 15, 2019

Executive Officer's Report: BEACON Science Support Strategy- Proposed Staff Actions

ACTION:

**Receive Executive Director Report on proposal for changes in
Science Support for BEACON**

DISCUSSION:

BEACON has relied on science support from Dr. James Bailard since 1992. Dr. Bailard's expertise has been an essential element of BEACON's many successful initiatives through many years. Dr. Bailard announced his intention to end his assistance to BEACON starting in January 2020. In addition, BEACON has engaged a number of scientists (both physical scientists and social scientists) to assist BEACON in both developing and utilizing the best scientific data and analysis in its policies, programs and projects¹.

I have organized discussions with Dr. Bailard and BEACON staff to develop a proposal for BEACON science support going forward. I assigned BEACON staff Marc Beyeler to partner with Dr. Bailard to develop a science strategy for BEACON and to manage this transition element (Staff Memo Attached).

The expanding breath of relevant physical and social science that should be considered in BEACON's initiatives requires that BEACON seek the continuing counsel of a broad range of scientific and technical experts. In order to better understand the current state of the science which underpin BEACON's work and to gain the advice of the best scientists, BEACON staff is recommending a linked strategy of actions.

As the first step, convene a workshop of physical and social scientists to discuss the current status of science related to sediment and climate to provide BEACON with the most up to date science data and information. As the second step, recruit a select number of available scientists to establish a panel of Science Advisors.

BEACON would benefit from having a more formal partnership with an interested and available group of scientists, providing BEACON on-going science information, data, and analysis on both a regular and real-time basis to inform BEACON's own policy and science activities, including importantly, developing up-to-date regional sediment management policies and programs informed by the best available science addressing climate change and related sea level rise (SLR).

¹Examples include: Barnard, et. al. (2009) Coastal Processes Study of Santa Barbara and Ventura Counties, United States Geologic Survey (USGS), Report 2009-1029; King and McGregor (2013) Managing Sandy Beach Ecosystems, prepared for BEACON, July 2013.



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>

RE: BEACON Science Strategy

Background

BEACON should better integrate science into BEACON's project and program initiatives. This short memo addressing science support for BEACON through two coordinated actions. Over the next several months BEACON staff are suggesting we take a couple of linked steps to better integrate science in our policies and programs.

While the pace of science research in the BEACON coast is accelerating, the pathways between these science efforts and BEACON's programs and policies remains weak. The USGS science team responds to BEACON requests to brief the BEACON Board, but otherwise coordination with USGS is sporadic. Similarly, local UCSB scientists have not been regular partners with BEACON, except in periodic projects, such as Dave Hubbard's dune work.

Proposed Science Strategy Actions

The first step is to organize a sediment and climate adaptation science roundtable, convening physical and social scientists that have been active in the BEACON coast (primarily the SB Littoral Cell) to give us the benefit of their most recent data collection and research efforts and results and to brainstorm what additional science needs could be considered important to support BEACON's regional sediment management and climate adaptation initiatives. I have attached a draft outline of such a roundtable.

The second step would be to convene a group of interested scientists on a regular basis as advisors to BEACON to form a science/technical advisory committee to support BEACON's work. Hopefully we can draw from the group that we assemble for the roundtable to form a group of advisors or a STAC.

Staff believes that both of these suggestions could help BEACON forge better and stronger ties to both local and statewide science initiatives of importance to BEACON. Staff is proposing to organize this effort with BEACON staff support, and to seek support and sponsorship from CA OPC, CSMW, USC Sea Grant, and other partners.

Science Roundtable

Background: BEACON developed one of the first Regional Sediment Management (RSM) plans in Ca in 2009. BEACON has supported several regional sediment management activities, including supporting data collection and research efforts of partner organizations, including the USGS, and several California universities.

Based on these past science efforts BEACON has developed innovative beach nourishment, sediment disposal, coastal resources restoration and climate adaptation policy, program, and project initiatives addressing combined Social-Ecological Systems (SESs).

Currently, several different data collection and research efforts focused on coastal sediment processes, coastal and ocean physical systems, and a range of climate adaptation needs are being undertaken by partner organizations which could help inform BEACON's Regional Sediment Management actions going forward.

BEACON staff and board members need to better understand current data collection and research efforts and needed future data collection and research needs, and to better understand how these science initiatives can support decision-making, and the links and pathways from science to decision-making, including climate adaptation and climate resilience. Currently, many

social science topics addressing governance, institutional competencies, and law and policy remain un- and under-studied.

Objectives: BEACON is proposing a roundtable of physical and social science and research agency personnel knowledgeable and active within the BEACON Coast to examine and discuss the state of current coastal sediment process and climate science and research activities and data in order to identify long term data and research gaps, and to identify on-going and future research needs to support advancing regional coastal sediment management and coastal climate change adaptation.

Specifically, this round table will be an opportunity:

- to share data and research assumptions, methods, and findings;
- to identify gaps and voids in current research;
- to identify on-going data collection, monitoring and research needs; and
- to examine how integrated physical and social science initiatives can support decision-making, and needed links and pathways from science to policy development and decision-making.
- Identify scientists interested and available to serve on STAC and recruit an initial panel.

Outcomes: The results of the roundtable will be summarized and will be presented to the BEACON Board of Directors at a regularly scheduled meeting following the roundtable. In addition, the results will be distributed to the many partner research, funding, and policy organizations involved with BEACON.

Science Advisory Panel (SAP)

A group of interested scientists will be invited to act as advisors to BEACON to join a Science Advisory Panel (SAP) to BEACON. In the past BEACON has relied on many different science and technical personnel to assist BEACON in undertaking programs, projects, and policies. Many of these personnel are active in partner organization and agencies that have some involvement within the BEACON coast. BEACON has good relations with many partner organizations but weak formal connections.

Establishment of a SAP will be an important initiative in creating stronger ties with scientists and technical personnel working within the BEACON coast and with their organizations and agencies benefiting BEACON with better and faster access to the best available science and advances in sediment science and policy.

The proposed panel will be recruited early in the months of 2020 for an initial term of two-years. It is the expectation of BEACON staff that the initial SAP members will come from among the participants in the Science Roundtable, or from scientists nominated by those participating in the Science Roundtable.