

Paul Hood  
LAFCO  
123 E. Anapamu St #3  
Santa Barbara, CA 93101

2017 JUN 26 PM 3:53

Re: BEACON's Joint Powers Agreement (JPA) and Amendment

Dear Mr. Hood,

Pursuant to SB 1266, BEACON is submitting the attached JPA. SB 1266 requires that all agencies with joint powers authority formed for the purposes of providing "municipal services" submit their JPA's and any amendments to LAFCO prior to July 1, 2017. Although "municipal services" is not defined, BEACON has elected to make this submission out of an abundance of caution. In the future, should it be determined that SBCAG does not provide "municipal services" then BEACON requests LAFCO destroy the JPA.

If you have any questions or comments regarding this matter, please feel free to contact me.

Sincerely,



Brian Brennan,  
BEACON Executive Director

6/21/2017



**BEACON**

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

Office@Beacon.ca.gov

**Internet:**

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

Bol

BEACON  
PRESENTATION JOINT POWERS AGREEMENT

This presentation reflects the Agreement and Amendments made between the CITY OF CARPINTERIA, CITY OF OXNARD, CITY OF PORT HUENEME, CITY OF SANTA BARBARA, CITY OF VENTURA, the COUNTY OF SANTA BARBARA, and the COUNTY OF VENTURA hereinafter collectively or individually referred to as "Member Agencies."

RECITALS

- A. Member Agencies recognize the urgent need for littoral sand cell wide planning coordination in order to maximize benefits to the region and avoid detrimental effects to adjoining shoreline.
- B. Member Agencies believe that the joint exercise of their powers will provide a regional organization capable of littoral sand cell wide planning.
- C. Member Agencies wish to create a regional organization which will independently review and make comments to Member Agencies and grantors regarding projects which may receive federal or state grants.
- D. Member Agencies believe that a regional organization directed solely by elected officials from each Member Agency is best suited for this littoral sand cell wide planning, review and comment task.

NOW, THEREFORE, in consideration of the recital and the mutual obligations of the parties as herein expressed, Member Agencies agree as follows:

1. Definitions

The following terms shall have the meaning ascribed to them within this section unless the content of their use dictates otherwise:

- a. "Littoral Sand Cell" shall mean a geographically designated coastal compartment with specified supplies and loss of sand and defined transport mechanism paths.
- b. "South Coast Littoral Sand Cell" shall mean the sand transport cell extending generally from the Santa Ynez River to Point Mugu.
- c. "Fiscal Year" shall mean that year beginning July 1, and ending June 30.

2. Establishment of BEACON

There is hereby created BEACON to be known and denominated as the Beach Erosion Authority for Control Operations and Nourishment (BEACON), which shall be a public entity separate and apart from any Member Agency.

BEACON shall be governed by the terms of this Joint Powers Agreement and any By Laws passed and adopted by its governing board.

### 3. Purpose of BEACON

The various political jurisdictions within the South Coast Littoral Sand Cell have a strong, common interest in the preservation and restoration of beaches and protection of coastal structures. The maintenance of wide, sandy beaches helps to protect against costly property damage, and further, benefits the entire region economically by promoting recreation and tourism. Furthermore, because sand moves throughout the entire littoral sand cell which extends between the Santa Ynez River and Point Mugu, the beach restoration activities undertaken in one area may affect the character of the shoreline in adjoining jurisdictions.

Therefore, the purpose of BEACON is to foster greater cooperation toward the maintenance and enhancement of the beaches in the littoral sand cell.

### 4. Objectives of BEACON

The primary objectives for which BEACON is created are as follows:

- a. Identify solutions to coastal erosion problems addressed in the Needs Assessment Document and as may be subsequently determined.
- b. Coordinate the use of local, state, federal and private resources.
- c. Facilitate design, financing, construction and maintenance of beach restoration and shoreline protection projects.
- d. Collect and analyze data needed to facilitate the design of projects and to monitor their performance.
- e. Coordinate local government involvement and keep elected officials and citizens informed.
- f. Support the preparation of contingency plans by member agencies to be ready in emergencies to direct public and private efforts to combat erosion and to take steps necessary to coordinate the protection of public and private property.
- g. Spearhead local government lobbying efforts at the state and federal levels.

### 5. Authority of BEACON

BEACON is granted the authority by this Joint Powers Agreement to:

- a. Review significant proposals for beach restoration and shoreline erosion control projects for consistency with the regional goals, policies and programs.

- b. Comment on such proposals to member agencies and appropriate State and Federal agencies.
- c. Propose and participate in joint or cell wide projects for beach restoration and shoreline erosion control projects.
- d. Act as agent for regional project applications for beach restoration and shoreline erosion control projects.
- e. Coordinate funding for beach restoration and shoreline erosion control projects from private and public sources at the local, State and Federal levels.
- f. Adopt and amend By Laws, rules and regulations as may be required for the conduct of meetings and the orderly operation of the organization.

6. Limitation of Authority

Neither the Beach Erosion Authority for Control Operations and Nourishment nor a majority of the members thereof shall have the authority to impose any plan, duty, obligation or other responsibility upon any Member Agency thereof without the consent of such Agency; further, no Agency shall be required to do anything it does not specifically agree to do. Any recommendations, plans or programs promulgated by BEACON shall be advisory only.

7. Governing Board of BEACON

All powers of BEACON shall be exercised by the Board of Directors. The Board of Directors shall be composed of one designated representative and one alternate from each city bordering the South Coast Littoral Sand Cell, and two designated representatives and two alternates each, from the County of Santa Barbara and the County of Ventura. Each designated director and alternate must be a mayor, council-person or supervisor.

8. Ex-Officio Membership

The Board of Directors may designate ex-officio members of BEACON. The ex-officio members shall have the right to participate in BEACON but may not exercise a vote.

9. Ralph M. Brown Act

All meetings of BEACON, including without limitation regular, adjourned regular, and special meetings of the Board of Directors, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

10. Quorum

A majority of the voting members of the Board of Directors of BEACON shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

#### 11. Voting

Each voting member of the Board of Directors shall be entitled to one vote. No action shall be taken without an affirmative vote of a majority of the voting members present.

#### 12. Addition of Members

When a community incorporates which has a boundary adjoining the South Coast Littoral Sand Cell, it will have the option to join BEACON. To join, the jurisdiction must execute the Joint Powers Agreement then in effect and agree to abide by the By Laws.

#### 13. Termination of Agreement

This Agreement shall terminate upon the withdrawal of 50% or more of Member Agencies from this Organization by action of the governing board of each withdrawing member agency.

#### 14. Disposition of Assets Upon Termination

Upon termination of this Agreement, any money or assets in the possession of the organization after the payment of all liabilities, costs, expenses and charges validly incurred under this Agreement shall be returned to the Member Agencies in proportion to their contributions determined as of the time of termination.

#### 15. Accountability of Funds

The auditor and controller of Ventura County, a Member Agency, is hereby designated as the auditor and controller of this organization. The auditor and controller shall draw warrants or check-warrants against the funds of the organization in the treasury when the demands are approved by the Board of Directors or such other persons as may be specifically designated for that purpose in the By Laws. Said auditor and controller shall comply with all duties under Article 1, Chapter 3, Division 7, Title I of the California Government Code commencing with Section 6500. At the end of every second fiscal year, there shall be an audit conducted by an independent, accredited certified public accountant covering such two-year period. The auditor and controller of the organization shall establish and maintain such funds and accounts as may be required by good accounting practices or By Laws passed and as adopted by this organization. The books and records of the organization in the hands of the auditor and controller shall be open to inspection at all reasonable times by representatives of the Member Agencies. The auditor and controller of this organization, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to Member Agencies.

#### 16. Designation of Treasurer

Pursuant to the requirement of Section 6505.5 of the California Government Code, the treasurer of this organization shall be the treasurer of Ventura County, a Member Agency. The treasurer shall receive, have the custody of and

disburse organization funds upon the warrant or check-warrant of the auditor and controller pursuant to the accounting procedures established by the auditor and controller, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The treasurer of this organization may invest organizational funds in accordance with general law. All interest collected on said funds shall be accounted for and posted to the account of such funds.

17. Effective Date of Agreement

This Agreement shall become effective for all purposes at 12:01 A.M. P.D.T. on July 1, 1986, if by that time such Agreement has been executed by all Member Agencies.

18. Agreement Repository

A fully executed copy of this Joint Powers Agreement and any amendments thereto shall be filed with the Board of Directors and each signatory Member Agency with notice of the Agreement or amendment prepared and filed with the Office of the Secretary of State in accordance with California Government Code Section 6503.5. Copies of the By laws and amendments thereto shall be filed with each Member Agency.

IN WITNESS WHEREOF, each of the following Member Agencies has caused this Joint Powers Agreement to be executed by having affixed thereto the signature of the official of said Agency authorized therefore by the legislative body of that Agency.

CITY OF CARPINTERIA

By Thomas N. Lewis  
Mayor

Resolution No. 1549

Date: March 24, 1986

ATTEST:

Al R. Batey  
City Clerk

CITY OF OXNARD

By Nao Takasugi  
Mayor

Resolution No. MOTION

Date: MARCH 4, 1986

ATTEST:

Mali R. Lisk  
City Clerk

CITY OF PORT HUENEME

By

Mayor

Resolution No. Council Motion

Date: April 16, 1986

ATTEST:

Karen B. Jackson  
City Clerk

CITY OF SANTA BARBARA

By

Mayor

Resolution No. 86-092

Date: May 6, 1986

ATTEST:

Lily Rossi, Deputy  
City Clerk

Agreement No. 13,417

CITY OF VENTURA

By

Mayor

City Manager

Resolution No. Council Motion

Date: April 14, 1986

ATTEST:

Barbara J. Ham  
City Clerk

Approved as to Form:

Donald E. Herberich  
City Attorney

COUNTY OF SANTA BARBARA

By

Chairman, Board of Supervisors

Resolution No. Board Motion

Date: April 14, 1986

ATTEST:

Quendy M. Hall  
Clerk of the Board of Supervisors

COUNTY OF VENTURA

By James P. R. R. R.  
Chairman, Board of Supervisors

Resolution No. 36

Date: April 29, 1986

ATTEST:

RICHARD D. DEAN, County Clerk  
Clerk of the Board of Supervisors

By: Faye Hillard  
Deputy





BEACON  
AMENDED  
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RECITALS

- A. Member Agencies recognize the urgent need for area wide littoral sand cell planning, coordination and environmental protection of beach and shoreline areas in order to maximize benefits to the region and avoid detrimental effects to adjoining shoreline.
- B. Member Agencies believe that the joint exercise of their powers will provide a regional organization capable of:
  - area wide sand management and planning and;
  - environmental protection of beach, sand and shoreline resources.
- C. Member Agencies wish to create a regional organization that will independently review and make comments to Member Agencies and grantors regarding projects which may receive federal, state or local grants or approvals.
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CITY OF CARPINTERIA

By \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

ATTEST:

Approved as to Form

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**

BEACON  
AMENDED  
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By \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

ATTEST:

Approved as to Form

\_\_\_\_\_  
City Clerk

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17. Effective Date of Agreement

CITY OF OXNARD

By \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

ATTEST:

Approved as to Form

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

CITY OF PORT HUENEME

By \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

ATTEST:

Approved as to Form

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

CITY OF SANTA BARBARA

By \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_  
Agreement No. \_\_\_\_\_

ATTEST:

Approved as to Form

\_\_\_\_\_  
City Clerk

\_\_\_\_\_



CITY OF SAN BUENAVENTURA

By \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

COUNTY OF SANTA BARBARA

By \_\_\_\_\_  
Chairman, Board of Supervisors

Resolution No. \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
County Counsel

COUNTY OF VENTURA

By \_\_\_\_\_  
Chairman, Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Resolution No. \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
County Counsel

Document approved as to form –BEACON:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

Kevin E. Ready, Sr.  
Senior Deputy  
BEACON Legal Advisor

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