

BROAD BEACH GEOLOGIC HAZARD ABATEMENT DISTRICT

REGULAR MEETING AGENDA

Sunday July 27, 2025; 9:00 a.m.

Location:

Join Zoom Meeting

One tap mobile: US: +17207072699..83169502333# or +12532050468..83169502333#

Meeting URL: <https://us06web.zoom.us/j/83169502333>

Meeting ID: 831 6950 2333

Dial-In Number for phone: +1 720 707 2699

Board Members and necessary staff will receive a separate dial-in number for Closed Session.

NOVEL CORONAVIRUS & COVID-19 EMERGENCY ADVISORY NOTICE

This meeting will be held via teleconference only in order to reduce the risk of spreading COVID-19 and pursuant to Government Code § 54953(e) and the County of Los Angeles Public Health Officer's Order (revised September 22, 2022). All votes taken during this teleconference meeting will be by roll call vote, and the vote will be publicly reported.

For purposes of this Regular Meeting, the following public meeting protocols will apply: all members of the BBGHAD Board of Directors, BBGHAD staff, and members of the public will be participating via teleconference with audio capabilities and, potentially, video capabilities as well. As a means to promote social distancing while allowing essential governmental functions to continue, this Regular Meeting will be conducted in compliance with Government Code § 54953.

PUBLIC COMMENT. Members of the public are encouraged to submit public comments on any Agenda item via voicemail at (310) 345-2268 or email to heikemfuchs@gmail.com. Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on July 25, 2025. Comments received after 5:00 p.m. on July 25, 2025 will be addressed during the item and/or at the end of the meeting. The BBGHAD Board of Directors will have the option to modify the action on items based on comments received. Public Comment during this meeting will be subject to the Chair's control, and, unless the Chair determines otherwise, shall be limited to no more than 3 minutes per speaker. No member of the public may "give time" to another speaker.¹

¹ Materials related to items on this Agenda submitted to the BBGHAD after distribution of the Agenda packet are available for public inspection at the BBGHAD's website, www.bbghad.com and at the offices of the BBGHAD's Project Counsel, 10345 W. Olympic Blvd., Los Angeles, CA 90064. The BBGHAD,

REGULAR SESSION

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Adoption of Agenda**
- 4) **Findings to Hold Virtual Board Meeting Under AB 361**

Staff Recommendation: Affirm Resolution No. 2025/04 authorizing remote teleconferencing/virtual meetings in accordance with AB 361.

- 5) **Consider Summary of Actions from March 2025 Meeting.**

Staff Recommendation: Board to consider Summary of Actions from March 2025 Meeting. If passed, Chair or Vice Chair to sign Summary of Actions.

- 6) **Old Business**

a. Permitting and Regulatory Matters. (Project Counsel and Engineer) Report to include Project regulatory update including:

1. CCC (Prior-to-Issuance Conditions, incl. MHMMP/Science Advisory Panel).

a) CDP Amendment- Proposed amendment application shall be ready to submit to CCC staff within days. Application includes request for multiple potential sand sources, including offshore sand and opportunistic sand projects, such as clean sand from Rindge Dam.

2. SLC.

a) New Lease Agreement Completed. SLC Lease amendment #3 signed and delivered to SLC; BBGHAD Lease extended to August 8, 2028. Annual Lease payment of \$329,160 due December 31, 2025. No Board action necessary.

- 7) **New Business**

a. November 2025 BBGHAD Board of Directors Election. The seats of BBGHAD Board Members Needleman and Antoci will be up for reelection in November 2025. The Election Official and Counsel will brief the BBGHAD Board on the process for the planned election, slated to occur on November 4, 2025. In addition, the Board will be asked to provide

in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the Board meeting due to disability, to please contact the BBGHAD Clerk, (310) 345-2268, at least one business day prior to the scheduled meeting to ensure that we may assist you.

ratification of certain actions and approval for future actions necessary for the Election Official and BBGHAD staff to complete the required measures to conduct the election, including the initial notification of Los Angeles County (Project Counsel).

Staff Recommendation: Board to adopt Resolution No. 2025/05 setting the next Board Election for two Board seats on November 4, 2025.

b. BBGHAD CPI Assessment Increase. (Project Counsel/Clerk). As the yearly August deadline approaches for the BBGHAD to submit its assessment roll to LA County, the Board will consider adjusting the levy on the current BBGHAD assessment. The Board will consider adoption of Resolution No. 2025/06, adding the 2025-26 CPI adjustment to the current assessment allowing the Board-approved assessment to appear as a line item on property tax bills of all BBGHAD properties (and a separate invoice issued to Malibu West, which, we understand, does not receive a property tax bill) for the upcoming tax year.

Staff Recommendation: Adopt Resolution No. 2025/06, which will add the appropriate CPI adjustment to the BBGHAD assessment for the upcoming tax year.

c. Rincon's Budget Request to Conduct Fall 2025 Monitoring. (Project Counsel/Project Engineer). Rincon Consultants seeks to conduct Fall 2025 Marine Habitat Mapping and Monitoring consistent with the Project's revised Marine Habitat Monitoring and Mitigation Plan (MHMMP) submitted to all lead and responsible agencies in April 2025. This is a major monitoring endeavor, with a proposed budget of \$631,979. This work is essential if the BBGHAD Project is to begin in Fall 2026. See Staff Report.

Staff Recommendation: Approve Motion supporting Rincon's May 23, 2025 proposal for budget amendment in the amount of not to exceed \$631,979.

d. Moffat & Nichol Budget Request to Conduct Fall 2025 Monitoring. (Project Counsel/Project Engineer). BBGHAD Engineer seeks Contract Amendment #54 for additional budget to support CDP amendment process, negotiations, and hearing in the proposed amount of \$70,000.00. See Staff Report.

Staff Recommendation: Approve Motion approving Moffat & Nichol Contract Amendment #54.

8) BBGHAD Board Member Reports

9) BBGHAD Officer Report

a. Treasurer's Report (BBGHAD Treasurer)

10) Public Comment - Non-Agenda Items

Communications from the public concerning matters not on the agenda but for which the BBGHAD Board has subject matter jurisdiction. The BBGHAD Board may not act on

non-agendized matters except to refer the matters to staff or schedule the matters for a future agenda.

11) **Future Meeting.** Next meetings: TBD

12) **CLOSED SESSION**

a. **Conference With Legal Counsel; Real Estate Negotiations (Cal. Gov. Code § 54956.8): One matter.**

Conference with legal counsel, instructions to negotiators, and discussion of potentially acquiring a less than fee interest in real property owned by the City of Los Angeles.

BBGHAD Negotiators: Tonia McMahon, Kenneth Ehrlich, and, potentially, a designated Board Member.

City of Los Angeles Negotiators: Unknown at present

Real Property: Offshore of Vista del Mar, north of Imperial Highway.

b. **Conference With Legal Counsel; Pending Litigation (Cal. Gov. Code § 54956.9(d)(1))**

Conference with legal counsel and discussion of 31506 Victoria Point LLC, a California LLC, 31508 Victoria Point LLC, a California LLC, and E. Jane Arnault, an individual v. Broad Beach Geologic Hazard Abatement District, Los Angeles Superior Court Case No. SC128058 (Ford-Santa Monica).

c. **Conference With Legal Counsel; Pending Litigation (Cal. Gov. Code § 54956.9(d)(1))**

Conference with legal counsel and discussion of Martha Vincent, an individual and trustee of the WWV Trust and Michael Schwab, Trustee of the Schwab Community Property Trust v. Broad Beach Geologic Hazard Abatement District, Los Angeles Superior Court Case No. 24SMCV04616.

d. **Conference With Legal Counsel; Pending Litigation (Cal. Gov. Code § 54956.9(d)(1))**

Conference with legal counsel and discussion of Malibu West Swimming Club v. Broad Beach Geologic Hazard Abatement District, Los Angeles Superior Court Case No. 24SMCV04639.

RESUMPTION OF REGULAR SESSION

13) **Adjournment**

Item 4

Findings to Hold Virtual Board Meeting Under AB 361

MEMORANDUM

ATTORNEY WORK PRODUCT

TO: BBGHAD Board

FROM: Project Counsel

DATE: July 24, 2025

RE: BBGHAD: July 27, 2025 Board Meeting; Agenda Item # 4
Findings to Hold Virtual Board and Other Public Meetings Under AB 361

FILE NO.: 11402-0001

Findings to Hold Virtual Board and Other Public Meetings Under AB 361

RECOMMENDED ACTION: Consider a motion affirming Resolution No. 2025/01, authorizing remote teleconferencing/virtual meetings pursuant to AB 361.

DISCUSSION: On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means, including allowing board members to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

Although the state's COVID-19 state of emergency ended on February 28, 2023, AB 361 will technically remain in effect until January 1, 2024, but local agencies may continue to make or renew remote meeting findings under that law as appropriate. AB 361 authorizes public meetings to be held virtually if specified conditions are met. These conditions include when state or local officials have imposed or recommended measures to promote social distancing.

State or local officials continue to impose and recommend measures to promote social distancing. For example, California Division of Occupational Safety and Health ("Cal/OSHA") regulations (at Title 8 Section 3205) recommend physical distancing in the workplace as precautions against the spread of COVID-19 and impose certain restrictions and requirements due to a "close contact" which occurs when individuals are within six feet of another in certain circumstances. Relatedly, the Centers for Disease Control and Prevention continue to recommend avoiding contact and keeping a safe distance from a person who has a suspected or confirmed case of COVID-19. Moreover, certain BBGHAD Board Members are in excess of 65 years of age and prefer virtual meetings since the BBGHAD has no "city hall" or other "home meeting" facility.

The BBGHAD Board of Directors has adopted a Resolution at each of its meetings since September 16, 2021 authorizing the BBGHAD Board of Directors to continue to meet virtually under AB 361. The BBGHAD Board of Directors last reaffirmed the findings in Resolution No. 2025/01 in March 2025. In order to continue to qualify for the waiver of in-person meeting requirements under AB 361, the BBGHAD Board of Directors must make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. This item is on the agenda for the Board of Directors to consider whether to reaffirm previous resolutions and make the required findings to continue to have remote meetings.

ATTACHMENT:

Resolution No. 2025/04

**BOARD OF DIRECTORS OF THE BROAD BEACH
GEOLOGIC HAZARD ABATEMENT DISTRICT**

Adopted this Resolution on July 27, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2025/04

**A RESOLUTION OF THE BBGHAD BOARD OF DIRECTORS MAKING FINDINGS
AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL
MEETINGS AND AUTHORIZING VIRTUAL BOARD MEETINGS PURSUANT TO AB
361**

The BBGHAD ("District") Board of Directors ("Board") hereby finds, orders, and resolves as follows:

WHEREAS, The Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing;

WHEREAS, On September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 - Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, Although the state's COVID-19 state of emergency ended on February 28, 2023, AB 361 will remain in effect until January 1, 2024. As noted above, AB 361 authorizes public meetings to be held virtually if specified conditions are met. These conditions include when state or local officials have imposed or recommended measures to promote social distancing.

WHEREAS, State or local officials, including the City of Malibu, continue to impose and recommend measures to promote social distancing where appropriate;

WHEREAS, for example, California Division of Occupational Safety and Health ("Cal/OSHA") regulations—at Title 8 Section 3205—recommend physical distancing in the

workplace as precautions against the spread of COVID-19 and impose certain restrictions and requirements due to a "close contact" which occurs when individuals are within six feet of another in certain circumstances. Relatedly, the Centers for Disease Control and Prevention continue to recommend avoiding contact and keeping a safe distance from a person who has a suspected or confirmed case of COVID-19. Moreover, the southern California area continues to experience increased incidents of COVID-19 and variants. See, http://dashboard.publichealth.lacounty.gov/covid19_surveillance_dashboard/.

WHEREAS, the Board has considered the circumstances of AB 361 and the state of emergency and finds that the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are no longer needed;

WHEREAS, to allow for physical distancing and remote meeting attendance in accordance with these recommended measures, the BBGHAD Board hereby finds that it shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the BBGHAD Board shall comply with the requirements to provide the public with access to the meetings electronically as prescribed in paragraph (2) of subdivision (e) of section 54953.

WHEREAS, the Board desires to continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

The BBGHAD BOARD OF DIRECTORS RESOLVES THAT:

1. Consistent with the provisions of Government Code § 54953(e), the Board has considered the above circumstances and hereby recognizes that state and local officials continue to recommend social distancing measures, which can impact the ability of the Board and the public to meet safely in person.
2. The Board shall conduct public meetings in accordance with Government Code § 54953(e) and other applicable provisions of the Brown Act for remote-only meetings.
2. This Resolution shall take effect immediately upon its adoption and remain in effect for 30 days or until such time as the Board affirms this resolution in accordance with Government Code § 54953(e)(3) to extend the time during which the BBGHAD and its Board may continue to teleconference without compliance with Government Code § 54953(b)(3).
3. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board

hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

4. The BBGHAD Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

DATED: July 27, 2025

NORTON KARNO, Chair

I, Heike Fuchs, Clerk of the Broad Beach Geologic Hazard Abatement District, certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a regular meeting held on the 27th day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the BBGHAD Board

Item 5
Summary of Actions
March 2, 2025

Summary of Actions

BROAD BEACH GEOLOGIC HAZARD ABATEMENT DISTRICT

REGULAR SESSION MEETING

Sunday March 2, 2025; 9:00 a.m.

(Governor Executive Order N-08-21, 2021)

1. Call to Order

The Chair called the Regular Meeting to order at 9:04 a.m.

2. Roll Call

PRESENT: Chair Karno, Vice Chair Kuba, Board Member Antoci, Marine, and Needleman.

BBGHAD STAFF ALSO PARTICIPATED VIA ZOOM: BBGHAD Engineer Tonia McMahon, Special Counsel Colantuono, Clerk/Treasurer Fuchs, and Project Counsel Ehrlich.

3. Adoption of Agenda

The Chair recognized Board Member Marine, who moved to adopt the Agenda as posted. Board Member Antoci seconded the Motion, and the Motion passed 5-0.

4. Findings to Hold Virtual Board Meeting Under AB 361

MOTION: The Chair recognized Board Member Marine, who moved to adopt Resolution No. 2024/04 to allow remote virtual meetings. Board Member Antoci seconded the Motion, and the Motion passed 5-0.

5. Consider Summary of Actions from August 2024 Meeting

The Chair suggested revisions to Item 9, second sentence, due to a typographical error. The Chair recognized Board Member Marine, who moved to approve Summary of Actions from August 2024 meeting with the suggested revision. Vice Chair Kuba seconded the Motion, and the Motion passed 5-0.

6. Old Business

a. Permitting and Regulatory Status

1. CCC Prior-to-Issuance Conditions Compliance

The Chair recognized Project Counsel, who reported that, according to Malibu Public Works Director, the Trancas Bridge is expected to be completed the end of summer 2025.

a. CDP Amendment

Project Counsel provided the Board with a further update on progress in securing signed licenses from holdouts homeowners and the planned CDP amendment.

b. CDP Extension Application

Project Counsel further reported that the California Coastal Commission (CCC) approved the BBGHAAD's most recent CDP extension request, with the CDP set to expire October 5, 2025.

2. SLC

a. Application Submitted for New Lease Agreement

Project Counsel reported that, after negotiations with SLC staff to lower the grace period payments, SLC staff informed the BBGHAD that the payments would remain at \$329,160 per year. Additionally, the agency agreed to a three-year lease extension, with the amended lease set to expire on August 8, 2028.

The Chair recognized Board Member Marine, who inquired about the costs relocating the revetment off State Lands. In response, the Chair recognized BBGHAD Engineer McMahon, who stated that the estimated cost would be approximately \$3.3 million.

MOTION: The Chair recognized Board Member Marine who move to adopt Resolution 2025 ratifying the BBGHAD's entry into the third amendment of its Lease with the SLC.

The Board engaged in discussion about the benefits and burdens of ratifying the SLC lease. Hearing no further comments from the Board or the public, the Chair recognized Vice Chair, who seconded the Motion. The Chair called the question, and the Motion passed 5-0.

7. New Business

a. Ratification of Rincon's Request for Revised Budget Allocation.

The Chair recognized Project Counsel, who briefed the Board on Rincon Consultants' request in 2024 for an allocation of not to exceed \$8,000 for work to calculate an estimate of air emissions reductions achieved if the Project utilizes an offshore sand delivery method. Project Counsel further noted that Rincon seeks an additional \$3,500 as the scope of work expanded during the pendency of Rincon's work.

The Chair recognized Board Member Marine, who inquired whether the Board had requested the BBGHAD Engineer to change or expand the scope of work. The Board and Project Counsel deliberated on whether to approve the additional payment to Rincon.

MOTION: The Chair recognized Board Member Marine, who moved that the Board ratify the BBGHAD staff's approval of Rincon Consultants' October 24, 2024, proposal for an air quality and greenhouse gas study ("Proposal") for the tasks specified in the proposal, and those subsequently completed, in a total amount not to exceed \$8,000. Board Member Antoci seconded the Motion.

Hearing no further comments from the Board or the public, the Chair called the question, and the Motion passed 5-0.

b. Moffatt & Nichol's Proposed Budget Amendment

The Chair recognized Project Counsel who briefed the Board from BBGHAD Engineer Moffatt & Nichol for budget amendment in the total amount of \$55,000 which would cover the projected needs, discretionary services & Project Management related services, through September 2025.

The Board, Project Counsel, and BBGHAD Engineer ensued in discussions about the details of Moffatt & Nichols scope of services through September 2025.

MOTION: The Chair recognized Board Member Marine who moved that the Board approve Moffatt & Nichol's Budget Amendment #53 in a total amount not to exceed \$55,000. The Board also directed BBGHAD staff to work with the necessary consultants and sub-contractors to ensure that the work gets completed timely and efficiently to the appropriate professional standard (s) and any deliverables are timely submitted. The Vice Chair seconded the Motion.

The Chair opened the floor for public comments. Hearing no further Board or Public comments, the Chair called the question, and the Motion passed 5-0.

c. Moffatt & Nichol's Proposed Budget Reallocation

The Chair stated that item 7.c is withdrawn, based on information received from the BBGHAD Engineer.

d. Colantuono, Highsmith & Whatley, PC Rate Adjustment

The Chair recognized Project Counsel, who reported that the BBGHAD Special Counsel had not increased its rates since starting to work on BBGHAD matters in approximately 2014-2015. Project Counsel opined that the firm proposes a modest 22% increase in hourly rates. Project Counsel stated that staff recommends approving Special Counsel's rate increase request.

MOTION: The Chair recognized Board Member Marine, who moved that the Board approve a rate adjustment for Special Counsel to cap its hourly rates charged to the BBGHAD at \$605 for Senior Partners, \$500 for Partners, \$425 for associates, and \$200 for paralegals. The Chair seconded the Motion.

The Chair opened the floor for Board and public comments. Hearing no further Board or Public comments, the Chair called the question, and the Motion passed 5-0.

8. BBGHAD Board Member Reports

No reports.

9. BBGHAD Officer Report

The Treasurer reported that, as of February 23, 2025, the cash balance was \$6,038,406.77 in the BBGHAD's regular checking account. The Treasurer further stated that that BBGHAD Money Market and BBGHAD C/D account had earned a total of \$916,276.18 since their opening date in October 2023.

10. Public Comment - Non-Agenda Items

No comments.

11. Future Meeting

To be determined on Board availability and consensus.

The Chair recognized Board Member Marine, who moved to recess Regular Session and move into Closed Session. Vice Chair seconded the Motion. Hearing no further comment from the Board or the public, the Chair called the question, and the Motion passed 5-0. The Chair recessed the Regular Session meeting at 9:50 a.m.

RESUMPTION OF REGULAR SESSION

The Chair reconvened Regular Session at 10:44 a.m. The Chair recognized Project Counsel, who reported that the Board considered all the matters on the Agenda, and that Special Counsel and Project received instructions and direction from the Board during Closed Session regarding Items 12a-c.

13. Adjournment

The Chair recognized Board Member Marine, who moved to adjourn Regular Meeting Session at 10:45a. Board Member Needleman seconded the Motion. Regular Meeting was adjourned at 10:45 a.m.

Approved and adopted by the Broad Beach GHAD Board

Dated: _____

Norton S. Karno, Chair of the Board of Directors

Item 6a
Old Business
CCC and SLC

ATTORNEY WORK PRODUCT

MEMORANDUM

TO: BBGHAD Board

FROM: Project Counsel

DATE: July 24, 2025

RE: BBGHAD: July 27, 2025 Board Meeting; Agenda Item #6a1, 6a2:
Recent Permitting and Project Implementation Work with CCC & SLC

FILE NO.: 11402-0001

6 a 1. California Coastal Commission- CDP Extension Status; Submittal of CDP Amendment and Subsequent Interaction with CCC Staff; CDP Issues

CalTrans: From Malibu Public Works Director, best estimate of Trancas Bridge completion is for September 2025.

CCC:

CDP Amendment:

- a. Progress continues, and staff focused on this amendment. Scheduled submittal date: August 5, 2025. BBGHAD staff met with CCC staff at end of April 2025 and agreed on contents for CDP amendment request. CDP amendment submittal will include updated Project description (with offshore and opportunistic sand source descriptions) and documentation of: results of findings of annual physical monitoring reports, results of findings of baseline marine bio monitoring reports, summary of BBGHAD septic study, evaluation of all feasible alternatives to revetment if renourishment measures fail, summary of beach profile surveys 2009-2023 with erosion/accretion patterns, revetment gap analysis, and offshore sampling results and summary of potential opportunistic sand sources.

- b. License Agreements: The owner of 30908 Broad Beach Rd. has tentatively agreed to sign the Use Agreement, subject to certain edits now pending before the CCC staff. The owner of 31112/18 Broad Beach Rd. has tentatively agreed to sign the License Agreement, and has the final agreement for execution. Discussions with 30962 Broad Beach Rd. and 31138 Broad Beach remain pending. The owner of 30810 Broad Beach remains disinclined to sign either agreement, but remains open to dialogue.

6 a 2. SLC:

- a. Payments for Lease Grace Period & SLC Lease Extension. SLC and BBGHAD have entered into a third Lease Amendment Agreement where BBGHAD “grace payments” will remain at \$329,160 annually with amended lease ending on August 8, 2028. SLC open to further lease extension depending on outcome of CDP amendment consideration.
- b. On or about July 21, 2025, SLC provided BBGHAD with “reminder” statement for another \$50,000 “mitigation” payment due 12/31/25. BBGHAD contends it has made all “mitigation” payments totaling \$500,000 (10-\$50,000 payments from 2015-2024) and is in process of providing proof of final payment to SLC. BBGHAD staff anticipates issue will resolve with providing proof of payment to SLC and no additional SLC mitigation should be required.

Item 7a

New Business

BBGHAD Board of Directors Election

MEMORANDUM

ATTORNEY WORK PRODUCT

TO: BBGHAD Board

FROM: Special Counsel
Project Counsel

DATE: July 24, 2025

RE: BBGHAD: July 27, 2025 Board Meeting; Agenda Item #7a
Board of Directors Election

FILE NO.: 11402-0001

In accordance with the BBGHAD's implementation of California election law, the seats of BBGHAD Board Members Needleman and Antoci will be up for reelection in November 2025. The BBGHAD will conduct a General Election for those seats. BBGHAD staff have already begun preparing to conduct the election by preparing a Notice of Election ("Notice"), posting the Notice at three (3) prominent places within the BBGHAD, circulating the Notice by e-mail to all BBGHAD members, and publishing the Notice in *The Malibu Times* in accordance with California law. BBGHAD Staff recommends that the Board adopt the enclosed Resolution No. 2025/05 calling for the November 2025 election of two Board members, both elected to a full four (4) year term.

Background. The GHAD Law¹ states the Uniform District Election Law ("UDEL") governs GHAD elections.² UDEL requires the BBGHAD hold Board elections on the first Tuesday after the first Monday in November in odd-numbered years, with Board terms beginning on the first Friday in the following December.³ UDEL also requires staggered Board terms so that two or three directors are up for election every two years.⁴ In 2017, BBGHAD voters elected Directors Grossman and Needleman to terms expiring in 2021 and Director Kuba

¹ Pub. Resources Code, § 26500 et seq.

² Pub. Resources Code, § 26583 [elections conducted under Elec. Code, § 10500 et seq.].

³ Elec. Code, §§ 1003 [districts use established election date]; 1304 [election date for expiring terms]; Pub. Resources Code, § 26583.

⁴ Elec. Code, § 10505, subd. (c).

to fill the two-year balance of former Director Curtis' term. Pursuant to a Special Election in March 2020, Directors Karno, Kuba and Marine were elected to the Board of Directors for a term ending December 2023. Pursuant to a General Election in November 2021, Vice Chair Grossman and Board Member Needleman were elected to terms ending in December 2025. Vice Chair Grossman resigned from the Board in 2022 due to the sale of his BBGHAD real property, and was replaced by Board Member Antoci. Thus, the current election encompasses the seats of Board Members Needleman and Antoci.

Few BBGHAD owners are registered to vote at their BBGHAD address. GHADs are considered "landowner voting districts" under the UDEL, and staff understands the Board prefers to conduct the election by mail in accordance with Cal. Elections Code § 4000 et seq., so staff recommends, as in past years, a mailed ballot election. Elections Code §§ 4004(c)(3) and 10502(b) state that an election-by-mail cannot be held on same date as a statewide primary or general election.

Under UDEL, the BBGHAD secretary must notify the County elections official of any elected offices to be filled at the next election 125 days before the election,⁵ and declarations of candidates are due 83 days before the election.⁶ For the November 4, 2025 election, 125 days before the election was July 2, 2025; 83 days before the election is August 13, 2025. These dates underscore the actions already taken by BBGHAD staff to date for the November 2025 election.

Among other points, the proposed resolution, **Resolution No. 2025/05**, specifies the following:

- a. The election to fill the Board seats of Directors Needleman and Antoci shall be held on November 4, 2025;
- b. Since fewer than approximately ten percent (10%) of the voters in BBGHAD Board elections are registered to vote at their Broad Beach Malibu address, the election shall be by mail and shall follow Elections Code § 4000 et seq.;
- c. The nominations period shall begin 113 days before the election (Election Code § 10510), or July 14, 2025; candidates may request nomination papers from the Election Official beginning on July 14, 2025;
- d. Incumbents' declarations of candidacy are due on or before **88** days before the election, or August 8 2025; and

⁵ Elec. Code, § 10509.

⁶ Elec. Code, §§ 10509 [declaration due 88 days before election if incumbent files or there is no incumbent], 10516 [non-incumbent candidates may declare 83 days before the election if the incumbent does not file].

- e. Non-incumbents' declarations of candidacy are due **83** days before the election, which is August 13, 2025.

PROPOSED MOTION:

"I move that the Board adopt Resolution No. 2025/05 to:

- a) call for and effectuate the November 4, 2025 election of two (2) Board Members, both to a full four (4) year term, and
- b) ratify BBGHAD Staff's actions completed to date to effectuate the November 2025 election."

**BOARD OF DIRECTORS OF THE
BROAD BEACH GEOLOGIC HAZARD ABATEMENT DISTRICT**

Adopted this Resolution on July 27, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2025/05

**RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 4, 2025 FOR THE ELECTION OF TWO (2) MEMBERS OF
THE BOARD OF DIRECTORS, RATIFYING STAFF'S ACTIONS TO DATE, AND
DIRECTING STAFF TO TAKE STEPS NECESSARY TO EFFECTUATE THE
ELECTION.**

WHEREAS, on September 12, 2011, the Malibu City Council adopted Resolution No. 11-41 approving and ordering the formation of the Broad Beach Geologic Hazard Abatement District ("BBGHAD");

WHEREAS, the BBGHAD is a political subdivision of the State of California, governed by state law (Pub. Res. Code §§ 26500 *et seq.*), and constitutes a legal entity separate and distinct from the City of Malibu, with operations independent of City functions;

WHEREAS, the Malibu City Council appointed five (5) landowners to serve as the BBGHAD Board of Directors ("Board");

WHEREAS, the Uniform District Election Law ("UDEL") requires staggered Board terms so that two or three directors are up for election every two years. (Elec. Code, § 10505, subd. (c));

WHEREAS, as part of a General Election scheduled for November 2021, only two (2) incumbent candidates applied for the two (2) open Board positions;

WHEREAS, in accordance with UDEL and other state law, the General Election was cancelled and the County Board of Supervisors appointed the two (2) incumbent Board Member candidates to new four-year terms: Vice Chair Grossman and Board Member Needleman;

WHEREAS, as reflected in Resolution No. 2022/02, Vice Chair Grossman resigned from the Board as a result of the sale of his real property within the BBGHAD and was replaced

by Board Member Antoci; Board Member Antoci inherited the remainder of the resigned Board Member's term.

WHEREAS, the term of office of the two (2) members of the Board seated in accordance with the preceding paragraph will expire in December 2025;

WHEREAS, the BBGHAD is scheduled to hold a General Election on November 4, 2025 pursuant to the laws of the State of California, including Public Resources Code Section 26583 and the UDEL, Part 4 (Commencing with Section 10500) of Division 10 of the Elections Code;

WHEREAS, the BBGHAD intends to hold a General Election on Tuesday November 4, 2025 for the election of two (2) members of the Board of Directors, for a full term of four (4) years each;

WHEREAS, BBGHAD staff has undertaken various actions, including consultation with the Los Angeles County Registrar-Recorder's Office (Election Information and Preparation Division), special counsel, and preparation of various documents, in connection with noticing the election;

WHEREAS, the BBGHAD staff has notified the County elections official of the elected offices to be filled, and has solicited declarations of candidates, which are due 83 or 88 days before the election. (Elec. Code, § 10509);

WHEREAS, in accordance with state law, staff has published, a requisite Notice of Election in a newspaper of general circulation, on the BBGHAD website, and in three locations throughout the BBGHAD jurisdiction to notify the public of the general election to be held on November 4, 2025 for the two (2) members of the BBGHAD Board of Directors, for a full term of four (4) years each; and

WHEREAS, the Notice of Election has also notified candidates that they may file nomination documents with the Elections Official in accordance with state law; and

The BBGHAD Board of Directors HEREBY RESOLVES THAT:

1. The BBGHAD will hold a general election on November 4, 2025 to elect two (2) members to the Board for a full term of four (4) years each, pursuant to the laws of the State of California, including Public Resources Code Section 26583 and the UDEL Part 4 (Commencing with Section 10500) of Division 10 of the Elections Code;

2. The Board directs BBGHAD staff to take all actions necessary to conduct the November 4, 2025 election including, but not limited to, retaining Donesia Gause-Aldana, as the BBGHAD's Elections Official to advise on and conduct the BBGHAD Board election;

3. To the extent that BBGHAD staff has already undertaken actions in accordance with state law to conduct the November 4, 2025 General Election, including but not limited to publicizing the Notice of Election within the BBGHAD boundaries and in *The Malibu Times*, the Board hereby ratifies such staff actions;

4. The BBGHAD Board directs and authorizes its Elections Official, Donesia Gause-Aldana, to transmit this Resolution to the Clerk of the Los Angeles County Board of Supervisors and the County Registrar of Voters and take such other steps as may be required to facilitate the November 4, 2025 election;

5. The BBGHAD hereby requests the appropriate Los Angeles County agency, department, or division to prepare and print the election ballots for the BBGHAD;

6. Since fewer than approximately ten percent (10%) of the voters in BBGHAD Board elections are registered to vote at their Broad Beach Malibu addresses, and because the BBGHAD constitutes a "landowner voting district" according to applicable law, the BBGHAD staff shall mail all BBGHAD property owners a Vote-by-Mail ballot so that they can vote by mail;

7. Candidates may request nomination papers from the Election Official in accordance with state law;

8. Candidate statements may not exceed 200 words in length;

9. Incumbents' declaration of candidacy are due no later than 88 days before the election, on or before August 8, 2025;

10. In the event an incumbent does not run for the open seat, the nomination period for non-incumbents are extended and the declarations of candidacy are due on August 13, 2025; and

11. This Resolution shall become effective immediately upon its passage and adoption.

DATED: July 27, 2025

NORTON KARNO, Chair

I, Heike Fuchs, Clerk of the Broad Beach Geologic Hazard Abatement District, certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a Regular Meeting held on the 27th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the BBGHAD Board

Item 7b

New Business

BBGHAD CPI Assessment Increase

MEMORANDUM

ATTORNEY WORK PRODUCT

TO: BBGHAD Board
Project Counsel

DATE: July 24, 2025

RE: BBGHAD: July 27, 2025 Board Meeting; **Agenda Item #7b-**
CPI Increase Assessment Adjustment

FILE NO.: 11402-0001

Introduction

The BBGHAD Board has agendized consideration of the current assessment and what, if any, increases to the current assessment may be appropriate. In recent years, the BBGHAD Board has increased the assessment by the amount of the annual percentage change in the Los Angeles metropolitan area Consumer Price Index for All Urban Consumers ("CPI Adjustment") over the previous twelve months.

Existing Assessment plus CPI Increase.

Here, the Bureau of Labor Statistics' website establishes the CPI Adjustment between June 30, 2024 and June 30, 2025) at 3.2% according to the Bureau of Labor Statistics' website. See, https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm#tableA. If enacted prior to on or about the August 10 deadline, the existing assessment would increase by 3.2% in the upcoming year. The BBGHAD Staff anticipates full compliance with the August 10 deadline.

Recommendation

-- According to the Treasurer, the BBGHAD budget, with the current assessment stream, can continue to function appropriately for the upcoming fiscal year.

-- BBGHAD staff recommends implementing a CPI adjustment for the upcoming for tax year, with a proposed tax roll reflecting the 3.2% CPI adjustment reflected by the Bureau of Labor Statistics. The BBGHAD staff recommends adopting Resolution No. 2025/06, attached.

**BOARD OF DIRECTORS OF THE BROAD BEACH
GEOLOGIC HAZARD ABATEMENT DISTRICT**

Adopted this Resolution on July 27, 2025 by the following vote:

RESOLUTION NO. 2025/06

**RESOLUTION AUTHORIZING THE FISCAL YEAR 2025-26 CPI ADJUSTMENT
OF THE ASSESSMENT FOR THE BROAD BEACH GEOLOGIC HAZARD
ABATEMENT DISTRICT**

WHEREAS, the Broad Beach Geologic Hazard Abatement District's ("BBGHAD") 2015 Assessment was adopted on September 6, 2015 and enacted through Resolution No. 2015/05;

WHEREAS, the BBGHAD's 2017 Assessment was adopted on November 12, 2017 pursuant to Resolution No. 2017/09, which authorizes an assessment level commensurate with implementation of the Broad Beach Restoration Project ("Project"), as described in the Engineer's Report dated June 22, 2017 and the Addendum to Engineer's Report dated November 8, 2017.

WHEREAS, Section 8 of Resolution No. 2017/09 also limits the levy on the 2017 Assessment ("2017 Levy Limitation") in the following manner:

"In addition to the amounts currently collected pursuant to the 2015 Assessment for each and every BBGHAD parcel, BBGHAD staff is directed to forebear from collecting all but 10% of the increase between the 2017 Assessment and the 2015 Assessment."

WHEREAS, on July 8, 2018, pursuant to Resolution No. 2018/02, the BBGHAD Board of Directors implemented the 2017 Levy Limitation and increased the assessment amount levied on each and every BBGHAD Parcel for FY 2018–19 by 10% of the increase between the 2017 Assessment and the 2015 Assessment ("10% Increase");

WHEREAS, the 2017 Assessment was invalidated by *Broad Beach Geologic Hazard Abatement Dist. v. 31506 Victoria Point LLC* (2022) 81 Cal.App.5th 1068;

WHEREAS, in accordance with Resolution No. 2023/08, the BBGHAD Board of Directors directed BBGHAD staff to remove the 10% Increase from the BBGHAD Assessment for Fiscal Year 2023–24 and all assessments into the future;

WHEREAS, the 2015 Assessment has been validated by the passage of time pursuant to Code of Civil Procedure section 860 et seq.;

WHEREAS, the 2015 Assessment is subject to annual adjustment reflecting the percentage change in the Los Angeles metropolitan area Consumer Price Index for All Urban Consumers ("CPI Adjustment") over the previous 12 months;

WHEREAS, the BBGHAD uses the Bureau of Labor Statistics' website to determine any annual CPI Adjustment;

WHEREAS, the Bureau of Labor Statistics' website, https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm#tableA., establishes the CPI Adjustment between June 30, 2024 and June 30, 2025 (+3.2%) and reflects such information as of approximately July 22, 2025 ("Fiscal Year 2024-25 CPI Adjustment");

WHEREAS, the Board of Directors intends to levy the Fiscal Year 2024-25 CPI Adjustment on the current assessment levy;

WHEREAS, the Fiscal Year 2024-25 CPI Adjustment (June 30, 2024-June 30, 2025) is 3.2% according to the Bureau of Labor Statistics' website;

WHEREAS, the BBGHAD staff understands that it will have sufficient time to comply with the County's deadline to accept a new property tax roll submittal provided that the Board enacts this Resolution on or about July 27, 2025;

WHEREAS, the BBGHAD Board of Directors directs BBGHAD staff to complete the necessary work, including finalizing this Resolution and provide all necessary information to the Los Angeles County Auditor-Controller so that the Board-approved assessment shall appear as a line item on the property tax bills of all BBGHAD properties (and a separate invoice to Malibu West, which is not subject to property taxes) for Fiscal Year 2025-26.

The BBGHAD BOARD OF DIRECTORS HEREBY RESOLVES THAT:

1. The BBGHAD Assessment for Fiscal Year 2025-26 is authorized by Resolution No. 2015/05;
2. The BBGHAD Assessment for Fiscal Year 2025-26 shall reflect the Fiscal Year 2024-25 CPI Adjustment;
3. BBGHAD staff is directed to obtain from the Bureau of Labor Statistics website (https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm#tableA.) the information necessary to determine the Fiscal Year 2024-25 CPI Adjustment for each BBGHAD parcel, apply the Fiscal Year 2024-25 CPI Adjustment to each BBGHAD parcel, and prepare the proposed property tax roll (Exhibit "A" to this Resolution) specifying that the assessment for each parcel within the District for Fiscal Year 2025-26 reflects the Fiscal Year 2024-25 CPI Adjustment.

4. BBGHAD staff is directed to apply the Fiscal Year 2024-25 CPI Adjustment for Fiscal Year 2025-26 only and prepare the proposed property tax roll (Exhibit "A" to this Resolution) specifying that the assessment for each parcel within the District for Fiscal Year 2025-26 reflects the Fiscal Year 2024-25 CPI Adjustment.

5. BBGHAD staff shall share this Resolution, including the completed Exhibit "A", with the Los Angeles County Auditor-Controller and take any and all other steps necessary to have the adjusted assessment amounts approved here appear on the Fiscal Year 2025-26 tax roll.

6. This Resolution shall become effective immediately upon its passage and adoption.

DATED: _____, 2025

NORTON KARNO, Chair

I, Heike Fuchs, Clerk of the Broad Beach Geologic Hazard Abatement District, certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a regular meeting held on the 27th day of July 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the BBGHAD Board

Item 7c

New Business

Rincon's Budget Request

MEMORANDUM

ATTORNEY WORK PRODUCT

TO: BBGHAD Board

FROM: Project Counsel

DATE: July 24, 2025

RE: BBGHAD: July 27, 2025 Board Meeting; Agenda Item #7c:
Rincon Budget Request for Fall 2025 Monitoring

FILE NO.: 11402-0001

7 c. Rincon's Budget Proposal for Fall 2025 Monitoring – Total not to exceed \$631,979

Rincon Consultants ("Rincon"), the Project's primary biological consultant, has presented the BBGHAD with a budget request ("Monitoring Proposal") for tasks anticipated to be completed between September 1 and November 30, 2025. This constitutes the most significant monitoring and sampling necessary as a Project prerequisite. This budget request largely mirrors a similar budget request presented to the Board a year ago. In the interim, Rincon has reduced anticipated costs by approximately \$5,000, and the Project has matured to becoming closer to actual implementation.

Permitting and Reviewing Agencies' Positions on Fall Monitoring & Current Status

The current CDP language states as follows:

"Spring and fall pre-construction monitoring initiated one year prior to Project construction. If two seasons of pre-construction monitoring are not feasible, pre-construction spring monitoring must be conducted [in the Spring prior to the initial Fall sand deposition]...." **CDP Special Condition 6. D. 3 a.**

Somewhat amending this CDP language, SAP and CCC have requested at least three (3) Fall monitoring periods prior to the start of nourishment. BBGHAD has proposed Spring and Fall pre-construction monitoring completed one year prior to Project construction; pre-construction Fall monitoring must be conducted a minimum of three (3) times in six (6) years or in two (2) consecutive Fall monitoring seasons.

To date, BBGHAD has completed Fall monitoring in 2022, and overall strategy would be to conduct additional monitoring in Fall 2025, Spring 2026, and Fall 2026 prior to nourishment to meet the revised condition. Note: Spring monitoring is a sub-set of the Fall monitoring methods and a fraction of the cost. Based on this revised language, we need two (2) more Fall monitoring seasons prior to starting the Project.

Rationale for Fall Monitoring 2025

Recent BBGHAD-SAP meetings have focused on the need for the BBGHAD to establish a baseline. The BBGHAD seeks to establish as favorable a baseline condition as possible so as to reduce any future mitigation obligations. Rincon encourages the BBGHAD Board to approve Rincon's proposal to conduct the Project's Fall 2025 Marine Habitat Mapping and Monitoring based on the following facts and assumptions:

- The BBGHAD intends to implement the Project (place sand on the beach) within the next three years December 2026, December 2027, or December 2028 (Assumption).
- The BBGHAD's Coastal Development Permit (CDP) conditions and Marine Habitat Mitigation Monitoring Plan (MHMMP) require at least two fall monitoring and one spring monitoring events be conducted prior to Project implementation (Fact).
- Fall 2025 represents a fairly high volume sanded baseline condition (sand on the beach, in the nearshore, and covering habitat) that positively influences the baseline data set that is beneficial to the BBGHAD. (Fact)
- Baseline data capturing a sanded baseline conditions reduces the basis in which Project impacts are measured and compensatory mitigation costs are determined. (Fact)

If approved, the monitoring would include:

Rincon Proposal

Preparation and Coordination- Requests **\$9,178** to conduct initial planning, organization, and subcontractor coordination in preparation for fall 2024 mapping and monitoring pursuant to the MHMMP. As part of this task, Rincon will review the MHMMP and integrate updated monitoring requirements, prepare a field schedule based upon tidal information, assemble monitoring equipment, and visit each monitoring location to locate and service monitoring transects and benchmarks. Rincon will prepare for and lead a kick-off meeting with all team members and review methodology and monitoring protocols.

Intertidal and Supratidal Habitat Mapping- **\$68,075** requested for fine scale habitat mapping within the intertidal and supratidal zones to identify and quantify the spatial extent of supratidal and intertidal feature classes (bedrock, boulder/cobble, sand, surfgrass, kelp wrack) in

the Area of Potential Effect (AoPE) and five reference sites (Leo Carrillo/Sequit Point, El Pescador, El Matador, Zuma East, and Zuma West).

Subtidal Habitat Mapping- \$91,416 requested for subtidal feature class mapping to be conducted by subcontractor eTrac Inc. using a multibeam echosounder (MBES) system to identify and quantify the spatial extent of subtidal feature classes in the AoPE and five reference sites (Leo Carrillo/Sequit Point, El Pescador, El Matador, Zuma East, and Zuma West).

Rocky Intertidal Habitat Monitoring- \$46,374 requested for rocky intertidal habitat sampling using a modified coastal biodiversity survey protocol (Biodiversity Survey) targeting representative functional groups and species within the rocky intertidal. The sampling will include sampling uniform point contacts (UPCs), macroinvertebrate swath counts, motile invertebrate quadrats, and vertical surface surveys. Survey sites will be established in the AoPE (Lechuza Point) and two reference sites (Leo Carrillo/Sequit Point and El Pescador) on a bedrock intertidal bench and adjacent boulder/cobble field from the high to low zone and located to capture a representative sample of the intertidal community of each site.

Sandy Beach Habitat Monitoring- \$113,625 for quantitative sampling will be conducted on eleven vertical format (shore-normal) transects which extend from the lower edge of terrestrial vegetation or the bluff to the lowest level exposed by swash at each monitoring site (approximately 0.0 ft. MLLW). Monitoring will be conducted in the AoPE (Broad Beach), two sites of concern (Lechuza Point and Zuma West) and three reference sites (Leo Carrillo, Zuma West, and El Pescador). Sampling will include the collection of physical characteristics of the site as well as the collection of beach macrofauna and kelp wrack.

Subtidal Rocky Reef Habitat Monitoring- \$90,270 requested for requested for subtidal rocky reef habitat sampling using methods defined in the MHMMP similar to the south coast MPA baseline monitoring program protocol (Pondella and Casselle 2011). Monitoring will be conducted in subtidal areas of the AoPE (Broad Beach/Lechuza Point) and two reference sites (Leo Carrillo/Sequit Point and El Pescador).

Eelgrass Habitat Density Monitoring- \$16,475 requested for density of eelgrass (*Zostera pacifica*) monitoring by scientific divers to visually verify the spatial extent of eelgrass communities and document turion (shoot) densities within various portions of individual beds. Eelgrass turion density sampling will be conducted within the AoPE and at three reference sites (Leo Carrillo/Sequit Point, El Pescador, and El Matador).

Surfgrass Habitat Monitoring- \$17,808 requested for surfgrass (*Phyllospadix* spp.) habitat monitoring within the low intertidal and shallow subtidal (surf zone) at low tide to quantify surfgrass habitat. Surfgrass sampling will be conducted along five to ten transects at the AoPE and three reference sites from 0 ft MLLW to the extent of the habitat accessible habitat or 20 m.

Sandy Subtidal Macroinvertebrate Monitoring- \$97,534 requested for sandy subtidal macroinvertebrate sampling concurrently with subtidal habitat mapping (Task 3) habitat ground

truthing. Sampling will be conducted offshore within the AoPE, sites of concern (Lechuza Cove and Zuma West), and two reference sites (Leo Carrillo and Zuma East).

Data Analysis & Reporting- \$39,704 requested to manage and compile data and the completion of one annual monitoring report. The annual report will include results and analyses from the 2017, 2022 and 2023 Fall monitoring efforts and will be cumulative in structure such that each report includes data and analyses that builds on the prior monitoring results with temporal data plots and analyses.

Project Management- \$41,520 requested for regular communication with CCC, SAP, and BBGHAD, overall monitoring coordination and administration, and work to streamline pre-construction monitoring in general.

Staff Position: Provided that the Project begins in Fall 2026, Staff supports the and recommends the completion of this Fall monitoring work because, not only is it an essential prior-to-issuance CDP condition, but it will also allow the BBGHAD to collect data that should help the BBGHAD avoid significant mitigation. If the Board intends to defer the Project to a later date, the Board has more latitude to delay this expense.

PROPOSED MOTION: "I move that the Board approve Rincon's May 2025 proposal for Fall 2025 Habitat Monitoring in a total amount not to exceed \$631,979. The Board also directs BBGHAD staff to work with the necessary consultants and sub-contractors to ensure that the work is completed timely and efficiently to the appropriate professional standard(s) and any deliverables are timely submitted."



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

May 30, 2025
Rincon Project No. 25-17815

Kenneth A. Ehrlich
Elkins Kalt Weintraub Reuben Gartside LLP
2049 Century Park East, Suite 2700
Los Angeles, California 90067
Via email: kehrlich@elkinskalt.com

**Subject: Broad Beach Geologic Hazard Abatement District, Broad Beach Restoration Project,
Fall 2025 Marine Habitat Mapping and Monitoring, Malibu, California**

Dear Mr. Ehrlich:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to assist the Broad Beach Geologic Hazard Abatement District (BBGHAD) with the Broad Beach Restoration Project (Project) Fall 2025 Marine Habitat Mapping and Monitoring. This program is consistent with the Project's revised Marine Habitat Monitoring and Mitigation Plan (MHMMP) submitted to the California Coastal Commission (CCC) and forwarded to other regulatory agencies (U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, National Marine Fisheries Service, and California Department of Fish and Wildlife) on April 28, 2025. We are very enthusiastic about the opportunity to continue our work with the BBGHAD and have assembled a team of highly skilled marine biologists, scientific divers, and subcontractors who have Project-specific experience and extensive technical qualifications and knowledge of marine habitat mapping and monitoring.

Leading the monitoring field work and schedule will be Jaime Grunden. She has over 14 years of experience conducting and managing long-term subtidal monitoring, including planning and regulatory permitting compliance. Derek Lerma will serve as program oversight and as the BBGHAD primary contact. He has over 25 years of experience in marine program management and has maintained an engaged and positive working relationship with the BBGHAD, agency representatives, and other consultants over the last five years. To augment Rincon's analytical expertise, we have Dr. Bob Miller to assist with the statistical analysis. The composition of our team and team member roles and responsibilities are well suited to execute the methods described in the revised March 2025 version of the MHMMP.

Mapping and monitoring of each habitat will be conducted consistent with the MHMMP and include processing of collected samples, data analysis, and annual reporting sufficient to convey the results of the fall 2025 monitoring to regulatory agencies. Mapping and monitoring will be conducted from September 1, 2025, to November 30, 2025, or the first major storm, as stated in the MHMMP. Rincon's completion of the Project's Spring and Fall 2017 and Fall 2022 mapping and monitoring provided Rincon with in-depth knowledge of the Project as well as a historical perspective garnered from communications with Mr. Ehrlich, Moffatt & Nichol, CCC, and the BBGHAD from January 25, 2017, to the present. Rincon understands that all information and communications regarding the subject Project are confidential and discussions pertaining to the process and/or status of the Project shall remain internal to Rincon participating scientists until otherwise notified.

Scope of Work

The Scope of Work for each task is outlined in further detail below with associated costs for individual tasks included and summarized in Table 1.



Task 1 Preparation and Kick-off

Rincon will conduct initial planning, organization, and subcontractor coordination in preparation for Fall 2025 mapping and monitoring pursuant to the MHMMP. As part of this task, Rincon will review the MHMMP and integrate updated monitoring requirements, prepare a field schedule based upon tidal information, and assemble monitoring equipment. Rincon will prepare for and lead a kick-off meeting with key team members and review methodology and monitoring protocols.

Notification of work under the existing Scientific Collecting Permit (SCP) issued by the California Department of Fish and Wildlife will be submitted prior to the collection of sand cores during sand beach habitat monitoring (Task 5). In addition to the SCP, Rincon will engage with California State Parks and Los Angeles County Department of Beaches and Harbors to acquire a temporary right of entry agreement to conduct monitoring in their jurisdiction.

Task 2 Intertidal and Supratidal Habitat Mapping

Rincon GIS specialists and biologists will conduct fine scale habitat mapping within the intertidal and supratidal zones to identify and quantify the spatial extent of supratidal and intertidal feature classes (bedrock, boulder/cobble, sand, surfgrass, kelp wrack) in the Area of Potential Effect (AoPE) and five reference sites (Leo Carrillo/Sequit Point, El Pescador, El Matador, Zuma East, and Zuma West). This approach will be consistent with habitat mapping methods outlined in the revised MHMMP and implemented in the fall of 2017 and 2022. Mapping surveys of the intertidal and supratidal will extend from above the +10-foot contour that defines the AoPE and reference sites' upper boundary and will extend seaward to the lowest tide line (approximately 0.0 ft Mean Lower Low Water [MLLW]). Mapping of the intertidal and supratidal habitats will use photography captured from low altitude small unmanned aerial vehicle (sUAV) flights. The collected images will be stitched together into orthomosaic imagery utilizing the UAV GPS positional data embedded in the photographs as well as Real Time Kinematic (RTK) GPS ground control points collected as part of the survey. Supervised image classification will be analyzed on the georeferenced orthomosaic imagery to extract features into six aggregated feature classes. Further spectral classification of biological communities will be explored to delineate the intertidal communities associated with rocky headlands and boulder fields to examine biological habitat features of intertidal communities (barnacles, mussels, alga). Feature class delineation will be completed by geographic information systems (GIS) specialists and marine biologists that participated in the UAV flights and ground truth work, and who have expertise in image processing and interpretation. Image processing, spectral classification and feature class mapping will use in-situ field data, a suite of software platforms, and ESRI ArcGIS® software. Field work will include labor and other direct costs associated with the UAV, vehicles, and marine field equipment packages.

Task 3 Subtidal Habitat Mapping

Subtidal feature class mapping will be conducted using a multibeam echosounder (MBES) system to identify and quantify the spatial extent of subtidal feature classes in the AoPE and five reference sites (Leo Carrillo/Sequit Point, El Pescador, El Matador, Zuma East, and Zuma West). The data obtained by the MBES unit will provide both bathymetric point cloud and acoustic backscatter intensity data to develop bathymetric contours, feature class extent, and relative density of biological communities. During water-based operations, the vessel's position and orientation will be measured by an Inertial Measurement System which generates centimeter-accurate results at a rate of 200 times per second. A local GPS base station will be deployed prior to data acquisition to correct for real-time positional ambiguities. Post-processing of the inertial and sonar data will result in a point cloud with 2- to 5-centimeter accuracy range. Acoustic survey data will be reviewed and feature class spatial extent (area) calculated for each individual feature class in the AoPE and reference sites. The data will be



transferred to ArcGIS® coverage and feature classes delineated and plotted on a geo-rectified aerial image of the survey sites. Bathymetric data will be used to calculate the change in sand deposition and erosion within the AoPE and reference sites. Subtidal feature class mapping includes field-related ground truthing of habitats as well as the assessment of gaps between the intertidal and subtidal mapping efforts. Rincon biologists will conduct the QA/QC work by SCUBA or skin diving to adequately verify and quantify individual feature class extent. Field work will include labor and other direct costs associated with subcontractors, vessels, vehicles, and marine field packages.

Task 4 Rocky Intertidal Habitat Monitoring

Rocky intertidal habitat sampling will be conducted using a modified coastal biodiversity survey protocol (Biodiversity Survey) targeting representative functional groups and species within the rocky intertidal zone. The sampling will include sampling uniform point contacts (UPCs), macroinvertebrate swath counts, motile invertebrate quadrats, and vertical surface surveys. Survey sites will be established in the AoPE (Lechuza Point) and two reference sites (Leo Carrillo/Sequit Point and El Pescador) on a bedrock intertidal bench and adjacent boulder/cobble field from the high to low zone and located to capture a representative sample of the intertidal community of each site. Sites include the placement of a series of parallel transects extending from the high zone to the low zone. Depending on site regulations, the ends of the transects will be permanently marked with carriage bolts or low-lying epoxy markers. GPS coordinates of the site bolts and intersection at the lower baseline transect using a Trimble R1 GPS and photographs of the site will be taken. Additional transects to monitor sand encroachment on rocky habitat will be established at a minimum of 20 locations at each site. The vertical surface transects will be located along the upcoast and downcoast margins of the rocky bench or in obvious wash channels that transect the site and support intertidal communities subject to sand impacts. The horizontal transects will serve to increase point counts of the vertical surfaces most subject to sand inundation and scour. Field work will include labor and other direct costs associated with cameras, vehicles, and marine field packages.

Task 5 Sandy Beach Habitat Monitoring

The sampling design for the sandy beach monitoring is based on the South Coast MPA Baseline methodology Dugan et al. 2015 and Schlacher 2012. Quantitative sampling will be conducted on eleven vertical format (shore-normal) transects which extend from the lower edge of terrestrial vegetation or the bluff to the lowest level exposed by swash at each monitoring site (approximately 0.0 feet [ft] MLLW). Sampling will be done during predicted low tides of 0.75 meter (m) above MLLW or lower and constrained to occur within two hours of the daily peak low tide. Monitoring will be conducted in the AoPE (Broad Beach), two sites of concern (Lechuza Point and Zuma West) and three reference sites (Leo Carrillo, Zuma West, and El Pescador). Sampling will include the collection of physical characteristics of the site as well as the collection of beach macrofauna and kelp wrack. Sampling will involve the collection of thirteen randomly spaced cores collected in each of the three levels and composited. Beach samples will be collected using a cylindrical core (10 centimeter [cm] diameter) taken to a depth of 20 cm. The 13 cores from each of the three transect levels will be composited and sieved through an aperture of 1.5 millimeter (mm) mesh. Sediments (> 1.5 mm) will be removed from the accumulated core samples from each of the sampling levels by sieving. All macrofauna and sediment retained on the sieves will be placed in labeled jars, preserved in buffered formalin/seawater prior to being transported to Marine Taxonomic Services (MTS). MTS will transfer the samples into alcohol and store up to one year as part of the preservation cost. Processing involves the sorting and identification of all macrofauna retained in each sample and identification of each species to genus as well as quantifying species abundance, richness, and diversity. MTS will also process each of the



198 samples for grain size. Field work will include labor and other direct costs associated with cameras, vehicles, and marine field packages.

Task 6 Subtidal Rocky Reef Habitat Monitoring

Subtidal rocky reef habitat sampling will be conducted using methods defined in the MHMMP, similar to the south coast MPA baseline monitoring program protocol (Pondella and Casselle 2011). Monitoring will be conducted in subtidal areas of the AoPE (Broad Beach/Lechuza Point) and two reference sites (Leo Carrillo/Sequit Point and El Pescador). Scientific divers will collect data on the size and abundance of canopy forming kelp, understory algae, and invertebrates in a series of separate surveys. Subtidal rocky reef habitat monitoring will be conducted at 12 transects (10 m long by 2 m wide) distributed between -20 ft and -35 ft. At each monitoring site visual surveys will be conducted on SCUBA by experienced scientific divers to quantify the density and relative abundance of algae and invertebrate populations as well as record the substrate type along each transect. Paired transects will be stratified on selected reef areas (alongshore) and located at both the upcoast and downcoast margins of the reefs to assure that representational sampling of the rocky reef habitat captures potential effects from sanding. Two transects will be sampled in each of the six reef areas with transects capturing the sand/rock interface, vertical surface, and upper reef habitat. Permanent bolts/markers will be placed near the edge of the reef and 5 m away along the desired heading. Subtidal rocky reef habitat sampling will involve three methods used to quantify the density and/or cover of functional groups or species along each transect as well as to record the level of sand deposition/erosion adjacent to the subtidal rocky reefs. Swaths (or band transects) will be used to estimate the density of species, UPCs to estimate the cover of species/substrate, and linear distance measurements to document sand levels relative to the reef at individual transect locations. A team of six scientific divers will conduct the sampling with each transect sampled by two scientific divers with each diver conducting separate techniques. Field work will include labor and other direct costs associated with vessels, cameras, vehicles, diving equipment and marine field packages.

Task 7 Eelgrass Habitat Density Monitoring

Density of eelgrass (*Zostera pacifica*) monitoring will be conducted by scientific divers to visually verify the spatial extent of eelgrass communities and document turion (shoot) densities within various portions of individual beds. Eelgrass turion density sampling will be conducted within the AoPE and at three reference sites (Leo Carrillo/Sequit Point, El Pescador, and El Matador).

Field sampling will consist of turion counts within 1/4 m² quadrats distributed uniformly along a 100 m transect deployed by scientific divers and placed through mapped eelgrass beds. Scientific divers will conduct a minimum of 50 turion counts at each site and note associated species, disturbance, reproductive flowering, and changes in density. Field work will include labor and other direct costs associated with vessels, cameras, vehicles, diving equipment and marine field packages.

Task 8 Surfgrass Habitat Monitoring

Surfgrass (*Phyllospadix* spp.) habitat monitoring will be conducted within the low intertidal and shallow subtidal (surf zone) at low tide, to quantify surfgrass habitat. Surfgrass sampling will be conducted along five to ten transects at the AoPE and three reference sites from 0.0 ft MLLW to the extent of the habitat accessible habitat or 20 m. For areas exposed during low tide two additional metrics: 1) thickness of leaf mat and 2) depth of rhizome burial will be measured to evaluate changes in condition of surfgrass through time. For both thickness of leaf mat and rhizome (root) burial a total of 20 measurements will be collected for each of the four sites, assuming adequate surfgrass extent over each transect. The meter mark of the first measurement, substrate (rock or sand), depth of rhizome



burial, bleaching, and flowering will be recorded. Field work will include labor and other direct costs associated with vehicles, diving equipment and marine field packages.

Task 9 Sandy Subtidal Macroinvertebrate Monitoring

Sandy subtidal macroinvertebrate sampling will be conducted offshore within the AoPE, sites of concern (Lechuza Cove and Zuma West), and two reference sites (Leo Carrillo and Zuma East). Benthic infauna and grain size will be collected by divers using a cylindrical core (10 cm diameter) along each of 11 subtidal transects collocated to align with the onshore beach transect locations. Samples will be collected at the -18 ft, -24 ft, and -30 ft MLLW isobaths. Collected samples will be composited and sieved through an aperture of 1.5 mm mesh. All macrofauna and sediment retained on the sieves will be placed in labeled jars preserved in buffered formalin/seawater prior to being transported to MTS for preservation. MTS will transfer the samples into alcohol and store of up to one year as part of the preservation cost. Processing involves the sorting and identification of all macrofauna retained in each sample and identification of individual species to genus as well as quantifying species abundance, richness, and diversity. MTS will also process each of the 165 samples for grain size. Field work will include labor and other direct costs associated with vessels, vehicles, diving equipment, and marine field packages.

Task 10 Data Analysis and Annual Report

Rincon scientists anticipate the need to present a summary of the monitoring findings to the CCC, Scientific Advisory Panel (SAP), and BBGHAD including an analysis of the 2025 monitoring results relative to the 2017 and 2022 monitoring data sets. Trend graphs will be prepared to visualize the change in habitat feature class and biological community. This task includes the development of an annual report that includes the 2025 monitoring results compared to prior monitoring results.

Task 11 Project Management

Rincon must also communicate regularly with the BBGHAD, CCC, and SAP to discuss monitoring progress, challenges, and schedule. Mrs. Grunden, Mr. Lerma, and Dr. Miller will participate in meetings and communications on an as-needed basis and Rincon intends to work interactively with the BBGHAD and stakeholders to streamline the process during the pre-construction monitoring phase. This task also includes time for invoicing and administrative tasks related to subcontracting, tracking budgets and expenses.

Assumptions

- The UAV survey, rocky intertidal, surfgrass, and sand beach surveys will be conducted within two hours of the peak low tide at each location.
- The UAV surveys will include obtaining approvals from California State Parks and Los Angeles County Department of Beaches and Harbors.
- The MBES survey will be conducted within four hours of the peak high tide at each location.
- One round of review from the BBGHAD and SAP on the annual report.
- This task does not include any specific reporting requirements specified in the Project's Coastal Development Permit.

Cost

Work will be conducted on a time and material basis and will be billed monthly based on the individual labor rates of the participating scientists. The total budget for completion of this scope of services is **\$631,979** and Table 1 provides a cost breakdown. We anticipate that this amount will be sufficient to achieve the goal of the Fall 2025 pre-construction monitoring. Rincon will not exceed this budget without prior written approval from the BBGHAD.

Table 1 Cost Breakdown

Task	Cost
Task 1 Preparation and Kick-off	\$9,178
Task 2 Intertidal and Supratidal Habitat Mapping	\$68,075
Task 3 Subtidal Habitat Mapping	\$91,416
Task 4 Rocky Intertidal Habitat Monitoring	\$46,374
Task 5 Sandy Beach Habitat Monitoring	\$113,625
Task 6 Subtidal Rocky Reef Habitat Monitoring	\$90,270
Task 7 Eelgrass Habitat Density Monitoring	\$16,475
Task 8 Surfgrass Habitat Monitoring	\$17,808
Task 9 Sandy Subtidal Macroinvertebrate Monitoring	\$97,534
Task 10 Data Analysis and Annual Report	\$39,704
Task 11 Project Management	\$41,520
Total	\$631,979

This scope of work and cost will remain in effect for a period of 60 days from the date of this proposal. Please provide us with an engagement letter to authorize work on this project. We understand that all work will be performed under a contract between Rincon Consultants, Inc. and the BBGHAD, and have attached a contract that may be used for that purpose. We also request a **\$30,000** payment from BBGHAD at the time of contract approval to cover mobilization costs associated with this work effort. If you have any questions or require any additional information, please do not hesitate to contact us.

We appreciate your consideration of Rincon for this assignment and welcome the opportunity to meet with you to further discuss this proposal.

Sincerely,

Rincon Consultants, Inc.



Jaime Grunden
Senior Marine Scientist/Project Manager



Derek Lerma
Senior Marine Scientist/Program Manager



Steve Hongola
Vice President/Principal Biologist



Attachments

- Attachment 1 2025 Fee Schedule
- Attachment 2 Professional Services Contract



Client Professional Services Agreement

Project ID: 25-17815_____

1. Effective Date: 5/30/2025 until: 5/30/2026

2. Parties. This Professional Services Agreement ("Agreement") is made by and between:

Rincon Consultants, Inc. ("Rincon")

Located at (Address for Notice): **180 N. Ashwood Avenue, Ventura, CA 93003**

Primary Contact: **Jaime Grunden**_____ email: **jgrunden@rinconconsultants.com**_____

and

Elkins Kalt Weintraub Reuben Gartside LLP ("Client")

Located at (Address for Notice)

2049 Century Park East, Suite 2700

Los Angeles, California 90067

Client Contact: **Kenneth A. Ehrlich**_____ email: **kehrlich@elkinskalt.com**_____

Rincon and Subcontract are hereinafter together referred to as the "Parties," or individually as "Party."

3. Project Description: Broad Beach Geologic Hazard Abatement District, Broad Beach Restoration Project

4. Fees: \$ 631,979 Time & Materials Retainer Amount: \$ 30,000 Retainer shall be applied to the final invoice.

5. Brief Description of Services to be Provided:

Broad Beach Fall 2025 Marine Habitat Monitoring September 1 through November 30

6. Attachments (Check all that apply and ensure attached).

☒ **Standard Terms and Conditions** (Required. Attached and incorporated herein).

☒ **Scope of Work** (Required. Proposal No. 25__-17815__ dated May 30, 2025. Attached as Exhibit A).

☒ **Fee Schedule** (Required. Fee Schedule may be updated annually, and the new rates shall apply to all new scopes of work, addendums, and delayed work that exceeds the original schedule. Attached as Exhibit B).

☐ **Additional Exhibits/Attachments** (Attached as Exhibit C).

☐ **Special Terms and Conditions** (Such as carry-through provisions, site specific, etc. Attached as Exhibit D).

This Agreement, including attachments and exhibits incorporated herein by reference, and subsequent written amendments, addendums, service orders and task orders represent the entire Agreement and understanding between the parties.

Acceptance and Agreement

Executed for Client by:

Executed for Rincon by:

Authorized Signature Date

Authorized Signature Date

Print Name/Title

Print Name/Title

Client Standard Terms and Conditions

1. **Standard Terms.** All Services provided will be subject to the Client Agreement with Rincon Consultants, Inc. ("Rincon") and these Rincon Standard Terms and Conditions (collectively the "Agreement"). Additional or revised terms may be agreed to, in writing, within a Service Order, augment, amendment or addendum to this Agreement. Unless specifically stated otherwise, in the event of a conflict this Agreement shall apply.
2. **Scope of Work.**
 - 2.1. The Parties shall develop a scope of work that will set forth, to the extent applicable, the scope of services, schedule, various activities, and tasks to be performed by Rincon, including deliverables, acceptance procedures and criteria, and roles and responsibilities of each Party, which is incorporated into the contract by reference ("Scope of Work"). "Project" means the collective Scope of Work requested by the client.
 - 2.2. Where a Master Service Agreement has been executed, a Service Order shall be executed by the Parties incorporating the Scope of Work.
 - 2.3. Any questions or concerns related to the Scope of Work, the Project, or other contract-related issues should be brought to the attention of the Primary Contact. Contact Contracts@rinconconsultants.com where the Primary Contact is not available.
3. **Client Risks and Responsibilities.**
 - 3.1. **Toxic and Hazardous Materials.** Client will provide Rincon with all information of which it is aware pertaining to the presence or possible occurrence of toxic or hazardous substances at any Project site at which Rincon personnel or subcontractors may be present. If unanticipated toxic or hazardous materials are encountered, Rincon reserves the right to stop work and remove personnel and equipment from the site at Client's expense. Work will recommence when a field appraisal by Rincon's site safety coordinator determines it is safe or upon Client's acceptance of any proposed safety measures and fee modification.
 - 3.2. **Right of Entry.** Unless otherwise agreed, Client will ensure the necessary right of entry and obtain any permits or approvals required for Rincon to conduct field or site work.
 - 3.3. **Timely Response.** Client agrees to respond timely to any Rincon requests for information, assistance, or direction and understands that failing to do so may result in Project delays. "Timely" means a response or action that is provided promptly and within a reasonable period of time under the circumstances, taking into account the nature of the request or communication and the Parties' mutual interests in ensuring efficient and effective communication.
 - 3.4. **Reliance.** Client understands that Rincon relies upon the information that Client provides, the field data collected, and government or publicly available sources which may reasonably be relied upon. Client shall not hold Rincon responsible for errors in information received from reasonably reliable third party sources or Client. Client understands that field data comes from sampling at specific locations and times, and that such data may not be fully representative of site conditions. Furthermore, Client understands that any reports are done for the specific purpose identified in the Scope of Work and should not be relied upon for any other purpose. Any reliance by third parties on Rincon work product outside the scope of the Agreement must be approved in writing by Rincon.
 - 3.5. **Damage to Property.** Rincon will take reasonable precautions to minimize the damage to land or other property caused by the execution of testing or field work. Client acknowledges and agrees that certain damage to land or other property caused by the execution of testing or fieldwork cannot be avoided and is expected. Client shall not hold Rincon responsible for said damage. Furthermore, the cost to repair any damage is not included in the fee for this Project. If the Client wishes that the damages be repaired or that Rincon pay for the damages, Rincon may undertake the repairs and add the cost, plus administrative charges, to the Project fees.

- 3.6. **Utilities and Pipelines.** Rincon will take precautions to avoid damaging above ground, subterranean, and subaqueous structures, utilities, and pipelines. Client shall mark the presence of subterranean or subaqueous structures, pipelines, or utilities prior to Rincon performing any subterranean or subaqueous exploration or sampling. Client agrees to indemnify, defend, and hold harmless Rincon and its officers, agents, employees, and subcontractors for any damage to such structures, pipelines, or utilities that are not called to its attention and accurately identified to Rincon prior to the commencement of field work.
4. **Professional Services; Standard of Care; Compliance with Laws.** Rincon shall perform in conformance with applicable professional and trade standards, standards published by Client, if any, and all federal, state, and local regulations, ordinances, and statutes. Rincon will strive to perform services in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions and in the same locality. No warranty, either expressed or implied, is made or intended by our proposal, contract, reports, or any other oral or written communication.
5. **Accessibility.** Unless otherwise specifically stated within the Scope of Work and agreed to by the Parties in writing, Rincon does not guarantee any documents or reports produced are Americans with Disability Act, Section 508, or California Government Code section 7405 compliant.
6. **Generative AI.** A portion of the services provided may be completed using generative artificial intelligence (AI). Any report or deliverable created using generative AI is carefully reviewed for accuracy and quality assurances. Rincon will use its professional judgment, expertise, and best practices in the analysis and conclusions of those reports and ensure that the deliverables continue to meet Rincon's high standards.
7. **Fees and Fee Schedules.**
- 7.1. **Reallocation.** Rincon's professional services are based on Rincon's standard fee schedule and labor classifications. The fee schedules provided in the Scope of Work or proposal is an estimate of Rincon's efforts per task. Rincon may reallocate budget between staff and tasks as appropriate to meet the Project needs.
- 7.2. **Annual Rate Increase.** A Standard Fee Schedule will be provided for each Scope of Work and is incorporated into this Agreement by reference. The Standard Fee Schedule is subject to an annual 3.5 percent rate increase. All new work, including changes in scope, addendums, or work that is delayed through no fault of Rincon shall be subject to the rates in place at the time the work is commenced and subject to any annual increase thereafter. Multi-year contracts shall assume an annual rate increase unless otherwise stated in the Scope of Work. Service Orders issued pursuant to a Master Service Agreement shall be subject to the rates in place at the time of execution of the Service Order or as otherwise stated in the Service Order.
- 7.3. **Estimates and Delays.** Rincon uses its best professional judgment in estimating time and costs associated with planning, environmental, or regulatory compliance services. Each Project is unique and may require adjustments to fees and schedule as it proceeds. Project delays as a result of changes in circumstance, unforeseen challenges, client action, or events outside of the control of Rincon may result in increased fees to accommodate the delay or changes. Client's failure to execute the contract or initiate the commencement of services within ninety (90) days may also result in an increase in fees unless otherwise agreed to in writing.
8. **Invoicing and Payment.**
- 8.1. **Invoices.** Rincon shall present invoices for services completed on a monthly basis to Client, unless otherwise specified by the Parties. Client shall have ten (10) days from receipt of the invoice to notify Rincon in writing of any disputed charges and shall include a brief statement of the reason for the dispute and identify the specific charges in dispute. Any undisputed charges shall remain due and owing and Client agrees to pay each invoice by its due date unless otherwise agreed to in writing by the Parties.

8.2. **Payment.** Client shall pay invoices by ACH or Wire Transfer:

Bank Name: Montecito Bank & Trust
Routing: 122234783
Account: 410121233
SWIFT: WFBIUS6S

ACH or Wire Transfer payment must be accompanied with remittance information. Email Remittance to Accounts Receivable at: AR@rinconconsultants.com. If an alternative payment method is required, contact Rincon's Accounts Receivable at the above email address.

8.3. **Taxes.** Each party shall be responsible for identifying and payment of any taxes or fees for which they may be responsible for payment. Failure to identify applicable taxes on an invoice does not constitute a material breach under this Agreement.

8.4. **Retainers.** Any retainer will be applied as indicated in the contract. Failure to replenish retainer upon request may result in work stopping.

8.5. **Pre-Payment.** There may be certain services performed by subcontractors or equipment requirements which must be paid for in advance or immediately upon completion of the services. Client shall advance funds as required in those circumstances upon request.

8.6. **Due Date and Late Fees.** Invoices include a due date for receipt of payment. Any payments received more than fifteen (15) days past the stated due date are considered late and may incur interest at the rate of 1.5 percent per month (or the maximum allowable interest by law, whichever is greater), as late fees on all past due accounts. Client understands that timely payment is essential and failure to do so places undue burden on Rincon and any subcontractors. Rincon reserves the right to stop work when any payment is late until the account is brought current and Client waives any damages related to a late payment work stoppage.

8.7. **Dispute Resolution.** Client agrees to work diligently with Rincon to settle any dispute in a reasonable and timely manner. Where the Parties are unable to reach a resolution, Rincon reserves the right to pursue collection and/or all legal remedies for past due accounts, including any late fees, attorney's fees, and/or costs that may be incurred.

9. **Term and Termination.**

9.1. **Term of Agreement.** The Term of this Agreement is for the period stated in the Agreement, or if no term is stated, for the time period outlined in the Scope of Work ("Term"). In the event the Term expires prior to the completion of a Scope of Work, Service Order, addendum, or augment related to this Agreement, any such Scope of Work, Service Order, addendum, or augment to this Agreement survives until completed or otherwise terminated by the Parties.

9.2. **Termination.** This agreement may be terminated at any time, without cause, by either Party upon thirty (30) days' written notice to the other Party. The thirty (30) day interim period begins upon receipt of the written termination notice by the non-terminating Party.

9.2.1. In the event of a material breach of this Agreement, either Party may terminate this Agreement upon seven (7) days written notice to the breaching Party. However, if any material breach is capable of cure, the non-breaching Party shall not terminate the Agreement if the breaching Party cures the breach within thirty (30) days after receipt of written notice describing the breach.

9.2.2. Rincon may immediately terminate the Agreement if Client suspends Rincon's work under the Agreement for more than ninety (90) days.

9.2.3. In the event of termination, Client shall pay for any undisputed invoices pursuant to the terms of the Agreement up to and including the date of termination.

10. **Confidential Information/Non-Disclosure.** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing Party. Rincon shall keep all Confidential Information received from Client as confidential and shall not disclose such Confidential Information to any other person except to (i) its employees; (ii) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (iii) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

- 10.1. Confidential Information refers to any non-public, proprietary, or sensitive information, in any form or medium, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") during the course of the consulting engagement. Confidential Information may include, but is not limited to, trade secrets, business strategies, financial information, customer data, regulatory strategy, field data, know-how, and any other information designated as confidential by the Disclosing Party.
 - 10.2. The obligations of this provision, including the restrictions on disclosure and use, do not apply with respect to any Confidential Information to the extent such Confidential Information: (i) is or becomes publicly known through no act or omission of Rincon; (ii) was rightfully known by Rincon before receipt from Client; or (iii) becomes rightfully known to Rincon without confidential or proprietary restriction from a source other than the Client.
 - 10.3. In addition, Rincon may use or disclose Confidential Information to the extent such use is: (i) approved by and directed by Client; or (ii) required due to Rincon being legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, Rincon shall give Client reasonable advance notice of any such disclosure and shall cooperate with Client in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.
 - 10.4. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party (in written, electronic, or other form), and all copies thereof which are in the possession of the other Party, will be promptly returned or destroyed upon the Client's written request.
- 11. Work Product Ownership.** Upon receipt of payment, all documents, studies, drawings, maps, models, photographs, and reports ("Work Product") prepared by Rincon under this Agreement will belong to the Client. In the event Client or any person, firm, or corporation authorized by Client reuses Work Product without written verification or adaptation by Rincon for the specific purpose intended and causes to be made or makes any changes or alterations in said Work Product, Client hereby releases, discharges, and exonerates Rincon from any liability resulting from said change.
- 12. Data, Samples, and Records.** All samples collected will be discarded within fifteen (15) days following submittal of Rincon's report unless Client requests otherwise. Upon timely written request, Rincon will deliver the samples in accordance with Client's instructions or store the samples for an agreed charge. All pertinent records relating to services performed shall be retained for two (2) years after completion of the Project, including electronic correspondence. Rincon shall ensure that Client has access to the records at all reasonable times during this period.
- 13. Intellectual Property.**
- 13.1. Rincon and Client shall each retain their separate rights over their own intellectual property utilized in the performance of this Agreement or related Service Order. For purposes of this Agreement, "Intellectual Property" means any and all intellectual property including, but not limited to, all contract documents and fee agreements for services, supplemental agreements, change orders, trade secrets, trademarks, copyrights, patents, inventions, discoveries, processes, methods, formulations, theories, ideas, techniques, know-how, research and development, strategies, plans, drawings, designs, models, prototypes, computer software, source code, hypertext markup language, and related materials and documentation.
 - 13.2. Only with the express written permission, a Party shall be able to use the other's trademarks, trade names, service marks, insignias or logos.
 - 13.3. Client grants Rincon the express right to use and modify any image, map, or other graphic provided by Client or Client's subcontractors or sub-consultants.
 - 13.4. Except with regard to a claim of third-party intellectual property infringement, a Party shall not be liable to the other Party whether in contract, tort or otherwise, for any indirect, special, incidental, consequential or punitive damages arising out of or pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

14. Cyber Security. The Parties agree to maintain industry standard safeguards and controls within their information technology infrastructure, systems and network (collectively "IT Systems"), or the cybersecurity measures required by the Prime Agreement, whichever are greater, to protect against cybersecurity incidents (including, but not limited to, incidents affecting the confidentiality, integrity, or availability of IT Systems and any Rincon and/or Client data they contain) and to prevent third parties from gaining unauthorized access to the Parties' IT Systems or impersonating its IT Systems. The Parties agree to provide notification that includes sufficient details to the other within 24 hours of any determination of an actual or attempted breach or impersonation of its IT Systems to the other's Primary Contact, and to Rincon at cybersecurity@rinconconsultants.com.

15. Insurance. Rincon shall maintain, at a minimum, during the course of the Agreement the following insurance coverages:

- 15.1. Workers' Compensation Insurance with statutory limits. Employer's Liability with limits of not less than \$1,000,000 per occurrence aggregate.
- 15.2. Comprehensive General Liability coverage with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate for in the general aggregate.
- 15.3. Automobile Liability coverage for all owned, non-owned, or hired vehicles used by Client with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$1,000,000 for loss of or damage to property in any one occurrence.
- 15.4. Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages, and liability arising out of, or resulting from, Client's negligent acts, errors, or omissions.

16. Indemnification.

- 16.1. Client shall indemnify and hold Rincon and Rincon's officers and employees harmless from and against any and all damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law to the extent they result from, arise out of, or are in any way connected with (1) negligent acts or omissions of Client, its employees, agents, and subcontractors, and their employees or agents; (2) the release of any hazardous substance; or (3) any other generation, treatment, or transport of waste material.
- 16.2. Rincon shall indemnify and hold Client and Client's officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of Rincon, its employees, and its consultants in the performance of professional services under this Agreement. Rincon's obligation to indemnify and hold harmless Client and Client's officers and employees does not include a duty to defend. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Rincon and Client, they shall be borne by each party in proportion to its negligence.
- 16.3. Rincon's liability to Client for damages or injury to property or persons arising out of the performance of service for Client and for which Rincon has been found legally liable shall be limited to Rincon's general liability insurance coverage. Client and Rincon agree to a mutual waiver of consequential damages that may occur as a result of the work performed.
- 16.4. The indemnified Party shall take reasonable steps to mitigate any damages for which it seeks indemnification under this provision.
- 16.5. All indemnification provisions shall survive the termination or expiration of this Agreement.

17. General Provisions.

- 17.1. **Notices.** Any notices given by either Party hereunder will be in writing and will be given by personal delivery, national overnight courier service, electronic delivery with notice of receipt, or by U.S. mail, certified or registered, postage prepaid, return receipt requested, to Rincon or Client at their respective addresses, as specified in this Agreement. All notices will be deemed effective upon personal delivery, email notice of receipt, or five (5) days following deposit in the U.S. mail, or two (2) business days following deposit with any overnight courier services.
- 17.2. **Exclusivity.** Nothing contained in this Agreement shall be construed as conferring or granting an exclusive right or obligation upon either Party. The Parties agree that neither party will actively recruit or hire the employees of the other during the course of this agreement without the express consent of the other.

- 17.3. **Independent Contractor.** Neither this Agreement, the relationship created between the Parties hereto pursuant to this Agreement, nor any course of dealing between the Parties hereto is intended to create, or creates, an employment relationship, a joint venture, partnership, or any similar relationship.
- 17.4. **Litigation, Audit, Subpoena Expenses.** Where Rincon is not a party but is requested to act on behalf of or related to Client litigation, subpoena requests for documents or appearance, or requested to perform audit related activities on Client's behalf, Client shall reimburse Rincon for its reasonable expenses in performing such activities.
- 17.5. **Binding.** This Agreement shall inure to the benefit of, and be binding upon the Parties hereto, together with their respective legal representatives, successors, and assigns.
- 17.6. **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation are exclusively governed and construed in accordance with the laws of California and the federal laws of the U.S. The Parties hereby irrevocably submit to the exclusive jurisdiction of the competent Court of California to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.
- 17.7. **Non-Waiver.** No waiver by either Party of any breach or default of any covenant or agreement set forth in this Agreement will be deemed a waiver as to any subsequent and/or similar breach or default.
- 17.8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 17.9. **Assignability.** This Agreement may not be assigned without the consent of the Parties hereto.
- 17.10. **Failure to Perform.** In the event of a failure of performance due under this Agreement, and if it becomes necessary for either Party to undertake legal action against the other on account thereof, then the non-prevailing Party shall pay reasonable attorney's fees in addition to costs and necessary disbursements to the prevailing Party.
- 17.11. **Headings.** The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 17.12. **Severability.** In the event that any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provisions of this Agreement, and the Parties shall construe this Agreement as if the invalid, illegal, or unenforceable provisions had never been contained in it.
- 17.13. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. Pursuant to the Electronic Signatures in Global and National Commerce Act and Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for all business transactions related to this agreement.

Exhibit A

Scope of Work

Item 7d

New Business

Moffat & Nichol Budget Request

MEMORANDUM

ATTORNEY WORK PRODUCT

TO: BBGHAD Board

FROM: Project Counsel

DATE: August 21, 2024

RE: BBGHAD: August 25, 2024 Board Meeting; Agenda Item #7d:
Moffatt & Nichol Contract Amendment No. 54

FILE NO.: 11402-0001

7 d. Moffatt & Nichol Contract Amendment #54 – Total of \$70,000

Moffatt & Nichol ("MN"), the Project Engineer, has presented the BBGHAD with a supplemental budget request ("Contract Amendment #54") for tasks anticipated to be completed through December 2025, including:

Project Entitlement Support – Requests **\$55,000** to continue to work with Project Counsel to amend the CDP, including producing a new, revised Project Description and documentation of: results of findings of annual physical monitoring reports, results of findings of baseline marine bio monitoring reports, summary of BBGHAD septic study, evaluation of all feasible alternatives to revetment if renourishment measures fail, summary of beach profile surveys 2009-2023 with erosion/accretion patterns, revetment gap analysis, and offshore sampling results and summary of potential opportunistic sand sources.

In addition to its significant CDP Amendment role, MN anticipates serving as the primary engineer and consultant for beach performance, beach widths, erosion and accretion trends along the Broad Beach rock revetment and compare with a number of reference beach sites. This is to support the statement to the CCC that the revetment has not resulted in demonstrably negative effects on beach dynamics since 2010. Steps anticipated to be included in this task are:

- o Analysis of Coastal Frontiers beach profile monitoring data 2009-2023;
- o Supplementation of survey data with satellite imagery using CoastSat (Vos et al, 2019) and comparison with shoreline change rates at reference sites outside of the reach of the revetment;
- o Aerial imagery analysis using Nearmap (Nearmap 2025), and
- o Wave climate analysis to further inform observed erosion and accretion patterns.

Project Management & Meetings- Requests **\$15,000** for continued participation in weekly meetings with Project Counsel and the Project's Biologists to track progress on Project tasks and develop strategy for work with the SAP. Further, M&N will continue to manage and coordinate deliverables and contracting tasks with its subconsultants Coastal Frontiers and LLG.

PROPOSED MOTION: "I move that the Board approve Moffatt & Nichol's July 2025 proposed Contract Amendment #54 ("Proposal") for the tasks specified in the Proposal in a total amount not to exceed \$70,000."



4225 E. Conant Street
Long Beach, CA 90808
(562) 590-9500
www.moffattnichol.com

July 22, 2025

Broad Beach Geologic Hazard Abatement District (BBGHAD)

Attn: Mr. Ken Ehrlich, Elkins Kalt Weintraub Reuben Gartside LLP

**Subj: Broad Beach Restoration Project – Proposed Moffatt & Nichol Budget Amendment
No. 54 M&N File: 6935-06**

Dear Mr. Ehrlich:

Moffatt & Nichol requests an amendment to its contract with the BBGHAD to provide the following 'Entitlement Support' and 'Project Management and Meetings' services which are anticipated to be required during the period July 2025 through December 2025. This amendment assumes a project construction start date in fall of 2026. Proposed services are described below.

SCOPE OF SERVICES:

ENTITLEMENT SUPPORT

This task has been less active in recent years, however, it ramped up significantly in Q2 of 2025 in order to meet specific permit extension and renewal tasks. Coastal Development Permit (CDP) Amendment data needs as expressed by California Coastal Commission (CCC) staff at the April 21st meeting with the BBGHAD team constitutes a large portion of this effort. CDP amendment support work includes providing evidence of beach performance since the emergency rock revetment installation, finalization of proposed revetment gap treatments, including conceptual design of the westernmost public accessway and incorporation of dredged material as an alternative borrow material source. Similarly, renewal of the Los Angeles Regional Water Quality Control Board (LARWQCB) 401 permit requires a similar description of a dredged-based project with application materials. The effort required to meet anticipated entitlement support needs for the next approximately six months is described in more detail below:

- Services by M&N's Coastal Engineering team to analyse beach performance, beach widths, erosion and accretion trends along the Broad Beach rock revetment and compare with a number of reference beach sites. This is to support the statement to the CCC that the

revetment has not resulted in demonstrably negative effects on beach dynamics since 2010. Steps anticipated to be included in this task are:

- Analysis of Coastal Frontiers beach profile monitoring data 2009-2023;
- Supplementation of survey data with satellite imagery using CoastSat (Vos et al, 2019) and comparison with shoreline change rates at reference sites outside of the reach of the revetment;
- Aerial imagery analysis using Nearmap (Nearmap 2025), and
- Wave climate analysis to further inform observed erosion and accretion patterns.
- M&N Development of Project Description (PD) to include offshore beach and dune building material as an alternative source, in addition to trucked quarry material. This requires identification of necessary dredge project details including construction approach, schedule, offshore and landside equipment spread.
- Production of proposed revetment gap treatment report, including conceptual design of the westernmost public accessway as well as stormwater pumping system vault access modifications to one Broad Beach property.
- As-needed support to Elkins Kalt with preparation and submittal of general permit amendment data to CCC.
- As-needed support to Elkins Kalt with preparation and submittal of permit extension and amendment data to LARWQCB.
- As-needed support to Elkins Kalt in coordination with CCC and LARWQCB agency staff through permit submittal and processing. This assumes provision of responses to up to two (2) requests for additional information.

The 'Entitlement Support' task budget was last increased in August 2024 (by \$10,000) and is currently overburdened by ~\$16,000 (as of this date). Consequently, M&N requests additional funding to address the overburden and continue providing entitlement support services as requested by Elkins Kalt. This amendment request scope assumes that the proposed CDP Amendment document list as submitted to CCC on May 6, 2025 is sufficient and that no additional, technical analyses will be required by either CCC or LARWQCB.

PROJECT MANAGEMENT AND MEETINGS

M&N staff will continue to participate in weekly meetings with Elkins Kalt and Rincon to track progress on project tasks. Further, M&N will continue to manage and coordinate deliverables and contracting tasks with its subconsultants Coastal Frontiers and LLG.

FEE AND SCHEDULE

M&N proposes to provide the scope of services describe herein for an estimated fee of \$70,000. The fee breakdown by task is provided in the following table:

TASK	FEE
<i>Task K – Entitlement Support</i>	\$55,000
<i>Tasks M - Project Management & Meetings</i>	\$15,000
TOTAL	\$70,000

ADDITIONAL ASSUMPTIONS, CLARIFICATIONS, EXCLUSIONS AND LIMITATIONS RELATED TO PROPOSED SERVICES

1. Owner has the permission of property owners within the BBGHAD, or other applicable authority, to authorize Engineer to undertake the design of the project that is the subject of the Work, and this is a material inducement to Engineer to continue performing services for the Broad Beach Restoration Project.
2. Engineer's Work is intended for the general benefit of the BBGHAD and not to provide a benefit to any particular property, residence or homeowner within the BBGHAD boundary.
3. Engineer has not analysed or prepared, and has no obligation to analyse or prepare, any groundwater or other studies regarding current groundwater levels or the effect of the Broad Beach Restoration Project on groundwater levels at any location within the BBGHAD boundary. If desired, any such analysis or study shall be prepared by third party consultants retained by BBGHAD, and be provided in whole to Engineer.
4. The scope of services proposed herein are covered under Section 4.3 – Design Development Phase as set forth in the November 6, 2011 Engineering Services Agreement. Engineer's Construction and Inspection Phase duties and obligations (which if requested by Owner may be the subject of a future task order) are set forth in Section 4.5 of the November 6, 2011 Engineering Services Agreement, and Owner shall engage an independent professional and experienced construction manager to supervise, coordinate, and inspect construction of the Work to verify that construction is performed in compliance with the design profiles, subject to the effects of natural forces as described herein.
5. The Broad Beach Restoration Project is located in a dynamic shoreline environment, and as such is and will continue to be subject to the forces of nature both during construction and after completion, the effects of which cannot be accurately or reasonably predicted or controlled and the effects of such natural forces and conditions on the Broad Beach Restoration Project, including but not limited to weather, storms, tides, surf, surge, erosion, undermining, scouring, wave heights and frequencies, overtopping, climate change, sea level rise, and groundwater flow, may alter or change the resulting shoreline profile(s) and cause further erosion and/or property damages. While construction monitoring and inspection will be undertaken by a third party, Owner-retained construction manager to verify that the project subject of the Work is being built to design profile as confirmed by project surveys and other methods, the resulting project profile(s) during and after construction may differ from the design profiles of the Work, even over the course of a day, and that such changes may be immediate and significant, depending on the nature, type and strength of natural forces being exerted on the Broad Beach Restoration Project, the Work and the Property.
6. During and following construction, it is assumed that each owner will continue to maintain their individual properties to ensure that the goals of the Broad Beach Restoration Project are achieved subject to and within the limitations set forth herein relating to natural forces. Owner will as necessary instruct and inform the individual property owners in the BBGHAD of such maintenance obligations in writing. Engineer has no liability for maintenance of the individual

parcels within the BBGHAD, and such responsibility lies solely with the owners of individual parcels within the BBGHAD.

7. Additional budget is not requested at this time for input by Michael Baker International for USACE 404 or WB 401 support as the latter's future scope of work, if any, has not been identified.
8. It is assumed that all discretionary M&N services rendered to individual site homeowners or potential homeowners, as authorized by Elkins Kalt staff, will be invoiced by M&N to the BBGHAD per its amended contract with the BBGHAD and paid by the BBGHAD regardless of any financial agreement or expectation between the BBGHAD and any existing or potential homeowner.

Should this proposal meet with the approval of the BBGHAD board, please review and sign contract amendment No. 54, attached hereto.

We appreciate the opportunity to continue to be of service to the BBGHAD and working together to bring this much anticipated and important project to completion.

Best regards,

MOFFATT & NICHOL



Tonia McMahon
Project Manager

CC: Mr. Robert Beasley, PE, Moffatt & Nichol

Attachments



moffatt & nichol

AMENDMENT TO AGREEMENT

AMENDMENT NO. 54

Project Name: Broad Beach Restoration Project

Project No.: 6935-06

THE AGREEMENT, dated November 6, 2011, between Broad Beach Geologic Hazard Abatement District (BBGHAD) and Moffatt & Nichol for services on the above-named Project is hereby amended as follows:

1.0 SERVICES

M&N contract amendment #54 authorizes the following subconsultant tasks:

Task K – Entitlement Support Services per attached proposal dated 7/22/25.

Task M – Project Management & Meetings per attached proposal dated 7/22/25.

2.0 CHARGES OR PAYMENTS

Task K – time and materials budget of \$55,000.

Task M – time and materials budget of \$15,000.

Total contract value increased by \$70,000 from \$6,991,570 to \$7,061,570.

3.0 OTHER AMENDMENTS

Except as expressly amended herein, all provisions contained in the aforementioned Agreement and its Amendments shall remain in full force and effect and are hereby incorporated herein by this reference.

MOFFATT & NICHOL

By

Robert Beasley

Title:

Vice President

Date:

BBGHAD

By:

Title:

Date:

Item 9

BBGHAD Officer Report

Treasurer's Report

Balance in Checking Acct. February 23, 2025

\$ 6,038,406.77

Deposits in BBGHAD Checking account:

7/18/25 LA County	\$	52,738.32
4/17/25 LA County	\$	1,296,527.18
5/20/25 LA County	\$	222,120.63
TTL Dep.		
	\$	<u>1,571,386.13</u>

DEBITS:

<u>Date</u>	<u>Check#</u>	<u>Description</u>		
3/27/25	4896	Elkins Kalt	\$	10,773.70
3/27/25	4897	Elkins Kalt	\$	1,350.00
3/27/25	4898	Elkins Kalt	\$	6,075.00
3/27/25	4900	CA SLC	\$	334.59
3/27/25	4901	Lapidus	\$	49.50
3/27/25	4911	Elkins Kalt	\$	1,687.50
3/27/25	4912	Elkins Kalt	\$	9,585.00
3/27/25	4913	Elkins Kalt	\$	2,213.45
3/27/25	4915	CA SLC	\$	52.52
3/31/25	4891	Colantuono	\$	421.00
3/31/25	4892	Colantuono	\$	10,686.50
3/31/25	4893	Colantuono	\$	992.50
3/31/25	4894	Colantuono	\$	1,430.50
3/31/25	4905	Colantuono	\$	2,230.00
3/31/25	4906	Colantuono	\$	60.50
3/31/25	4907	Colantuono	\$	13,226.00
3/31/25	4908	Colantuono	\$	68.00
3/31/25	4909	Colantuono	\$	448.00
3/31/25	4917	Colantuono	\$	2,535.64
3/21/25	4918	Colantuono	\$	10,366.00
4/2/25	4889	Rincon Consultants	\$	5,298.00
4/2/25	4904	Rincon Consultants	\$	5,023.00
4/3/25	4888	State Water Res. Board	\$	563.00
4/3/25	4903	CA Assoc. of GHADs	\$	130.50
4/4/25	4902	Moffatt & Nichol	\$	12,582.50
4/4/25	4910	Moffatt & Nichol	\$	2,272.50
4/4/25	4916	Moffatt & Nichol	\$	997.50
4/29/25	4920	Elkins Kalt	\$	11,021.29
4/29/25	4921	Elkins Kalt	\$	4,590.00

Broad Beach GHAD
Cash Flow
Board Meeting July 27, 2025

4/29/25	4922	Elkins Kalt	\$	1,620.00
4/29/25	4923	Elkins Kalt	\$	1,147.50
4/29/25	4924	Elkins Kalt	\$	1,405.17
4/29/25	4925	Elkins Kalt	\$	2,902.50
4/29/25	4926	Elkins Kalt	\$	1,755.00
4/29/25	4927	Elkins Kalt	\$	2,767.50
4/29/25	4934	Lapidus	\$	148.50
4/29/25	4936	Lapidus	\$	1,089.00
4/29/25	4937	Lapidus	\$	49.50
4/30/25	4919	Rincon Consultants	\$	3,560.25
4/30/25	4928	Colantuono	\$	261.00
4/30/25	4929	Colantuono	\$	60.50
4/30/25	4930	Colantuono	\$	3,402.75
4/30/25	4931	Colantuono	\$	121.00
4/30/25	4932	Rincon Consultants	\$	8,528.50
4/30/25	4933	Moffatt & Nichol	\$	6,705.00
4/30/25	4935	Rincon Consultants	\$	3,439.50
4/30/25	4938	Moffatt & Nichol	\$	12,508.75
7/3/25	4939	Elkins Kalt	\$	1,687.50
7/3/25	4940	Elkins Kalt	\$	11,880.00
7/3/25	4941	Elkins Kalt	\$	1,838.52
7/3/25	4942	Elkins Kalt	\$	1,485.00
7/3/25	4943	Elkins Kalt	\$	9,315.00
7/3/25	4947	ENGEO	\$	742.50
7/3/25	4948	ENGEO	\$	1,732.50
7/3/25	4957	Elkins Kalt	\$	270.00
7/7/25	4945	Rincon Consultants	\$	2,625.00
7/7/25	4949	Colantuono	\$	2,879.50
7/7/25	4950	Colantuono	\$	60.50
7/7/25	4951	Colantuono	\$	382.00
7/7/25	4952	Colantuono	\$	126.00
7/7/25	4953	Colantuono	\$	2,497.50
7/7/25	4958	Colantuono	\$	563.00
7/8/25	4955	Lapidus	\$	99.00
7/8/25	4956	Lapidus	\$	990.00
7/8/25	4959	H. Fuchs	\$	3,121.20
7/14/25	4944	Elkins Kalt	\$	17,272.44
7/14/25	4946	Moffatt & Nichol	\$	3,535.00

TTL invoices paid	\$	<u>231,638.27</u>
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Broad Beach GHAD
Cash Flow
Board Meeting July 27, 2025

7/22/25 Transfer from BBGHAD operating account to open new C/D account @3.75 %
\$5,500,000.00

Reg. checking acct. Cash ending balance as of July 22, 2025	\$	1,878,154.63
Money Market @ Oct.31, 2023 (open date 3.23.23)	\$	22,117,019.31
Interest earned MM & C/D accts 3/31/23 - 7/22/25=\$1,162,568.35		

TTL Cash Ending Balance (Checking +MM + CDs) July 22, 2025	\$	23,995,173.94
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Unpaid bills

Jul-25	Arthur Gallagher Risk Management	\$	20,815.54
Jul-25	Colantuono	\$	167.50
July	Rincon Consultants	\$	1,608.00
July	CA State Lands Commission	\$	50,000.00
July	Rincon Consultants	\$	1,780.00
June	Elkins Kalt	\$	2,125.95
June	Elkins Kalt	\$	15,930.00
June	Elkins Kalt	\$	405.00
June	Moffatt & Nichol	\$	13,720.00
	Estimated unpaid bills	\$	106,551.99