

**R** E C E I V E **D**  
JUN 30 2017

Ventura LAFCo

CITY OF  
**VENTURA**  
CITY CLERK'S OFFICE  
P.O. Box 99  
501 Poli Street #204  
Ventura, CA 93002

JPA  
99-47

**RESOLUTION NO. 99-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SAN BUENAVENTURA AUTHORIZING  
THE CITY MANAGER TO SIGN THE AMENDED  
BEACON JOINT POWERS AGREEMENT (JPA)**

BE IT RESOLVED by the City Council of the City of San Buenaventura as follows:

**SECTION 1:** The City of San Buenaventura is a member Agency of the Beach Erosion Authority for Control Operations and Nourishment (BEACON).

**SECTION 2:** The member agencies of BEACON include the City of Carpinteria, the City of Oxnard, the City of Port Hueneme, the City of San Buenaventura, the City of Santa Barbara, the County of Santa Barbara and the County of Ventura who joined together in 1986 to form BEACON.

**SECTION 3:** The BEACON Board has approved changes to the Joint Powers Agreement (JPA) and must obtain the approval of all member agencies.

**SECTION 4:** The changes to the JPA are meant to provide authority for BEACON to work to coordinate the activities of its member agencies in the areas of sand management and environmental protection of beach, sand and shoreline resources.

**SECTION 5:** Attached as Exhibit "A" is a Draft BEACON Amended Joint Powers Agreement showing the proposed changes as language deleted (strikeovers) and new language inserted (underlined words); and attached as Exhibit "B" is a clean final execution copy of the proposed changes of the new JPA.

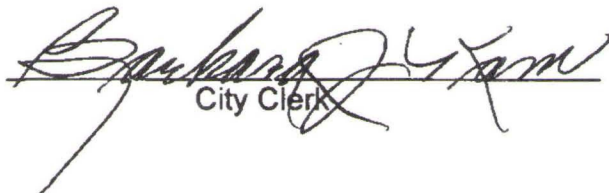
**SECTION 6:** Along with the textual changes made to the JPA, the BEACON Board also approved changing the words "Control Operations" in the BEACON name to "Clean Oceans" to reflect the additional concern of clean waters at our beaches.


**SECTION 7:** It is expected that BEACON will serve in an advisory, public information and coordination capacity, rather than take any active abatement, testing or regulatory role, leaving that to the member agencies;

**SECTION 8:** Be it resolved that the City Council of the City of San Buenaventura hereby authorizes the City Manager to sign the amended BEACON Joint Powers Agreement.

**PASSED AND ADOPTED this 19th day of July, 1999.**

APPROVED AS TO FORM

  
City Clerk

  
\_\_\_\_\_  
City Attorney

BEACON  
AMENDED  
JOINT POWERS AGREEMENT

This presentation reflects the Agreement and Amendments made between the CITY OF CARPINTERIA, CITY OF OXNARD, CITY OF PORT HUENEME, CITY OF SANTA BARBARA, CITY OF SAN BUENAVENTURA, the COUNTY OF SANTA BARBARA, and the COUNTY OF VENTURA, hereinafter collectively or individually referred to as "Member Agencies." This document reflects the original BEACON Joint Powers Agreement with an effective date of July 1, 1986 and subsequent amendments as hereunder agreed to by the Member Agencies.

RECITALS

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

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

I. Definitions

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

- a. "Littoral Sand Cell" shall mean a geographically designated coastal compartment with specified supplies and loss of sand and defined transport mechanism paths.



- b. "South Coast Littoral Sand Cell" shall mean the sand transport cell extending generally from the Santa Ynez River to Point Mugu.
- c. "Fiscal Year" shall mean that year beginning July 1, and ending June 30.

2. Establishment of BEACON

There is hereby created BEACON to be known and denominated as the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (formerly Beach Erosion Authority for Control Operations and Nourishment), which shall be a public entity separate and apart from any Member Agency. This Joint Powers Agency is established under authority of Title 1, Division 7, Chapter 5 of the California Government Code (§6500 et seq.) with all powers and authority of such an agency, as hereunder more fully described.

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

3. Purpose of BEACON

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

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

4. Objectives of BEACON

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

- a. Identify solutions to coastal erosion and environmental ~~problems addressed in the Needs Assessment document and as may be subsequently determined.~~
- b. Coordinate the use of local, state, federal and private resources.



- c. Facilitate design, financing, construction and maintenance of beach restoration ~~and~~ shoreline protection, and environmental protection and enhancement projects.
  - d. Collect and analyze data needed to facilitate the design of projects and to monitor their performance.
  - e. Coordinate local government involvement and keep elected officials and citizens informed.
  - f. Support the preparation of contingency plans by member agencies to be ready in emergencies to direct public and private efforts to combat erosion and to take steps necessary to coordinate the protection of public and private property.
  - g. Spearhead local government lobbying efforts at the state and federal levels.
5. Authority of BEACON

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

- a. Review significant proposals for beach restoration ~~and~~ shoreline erosion control, and environmental protection and enhancement projects for consistency with the regional goals, policies and programs.
  - b. Comment on such proposals to member agencies and appropriate State and Federal agencies.
  - c. Propose and participate in joint or area wide projects for beach restoration, shoreline erosion control and environmental protection projects.
  - d. Act as agent for regional project applications for beach restoration ~~and~~ shoreline erosion control and environmental protection and enhancement projects.
  - e. Coordinate funding for beach restoration ~~and~~ shoreline erosion control and environmental protection and enhancement projects from private and public sources at the local, State and Federal levels.
  - f. Adopt and amend By Laws, rules and regulations as may be required for the conduct of meetings and the orderly operation of the organization.
6. Limitation of Authority

Neither the Beach Erosion Authority for ~~Clean Control Operations-Oceans~~ and Nourishment nor a majority of the members thereof shall have the authority to impose any plan, duty, obligation or other responsibility upon any member Agency thereof without the consent of such Agency; further, no Agency shall be required to do

anything it does not specifically agree to do. Any recommendations, plans or programs promulgated by BEACON shall be advisory only as to Member Agencies.

7. Governing Board of BEACON

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

8. Ex-Officio Membership

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

9. Ralph M. Brown Act

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

10. Quorum

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

11. Voting

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

12. Addition of Members

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

13. Termination of Agreement



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

14. Disposition of Assets Upon Termination

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

15. Accountability of Funds

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

16. Designation of Treasurer

Pursuant to the requirement of Section 6505.5 of the California Government Code, the treasurer of this organization shall be the Treasurer of Ventura County, a Member Agency. The treasurer shall receive, have the custody of and disburse organization funds upon the warrant or check-warrant of the auditor and controller pursuant to the accounting procedures established by the auditor and controller, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The treasurer of this organization may invest organizational funds in accordance with general law. All interest collected on said funds shall be accounted for and posted to the account of such funds.

17. Effective Date of Agreement



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

18. Agreement Repository

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

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

CITY OF CARPINTERIA

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

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

ATTEST:

Approved as to Form

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

\_\_\_\_\_

CITY OF OXNARD

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

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

ATTEST:

Approved as to Form

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

\_\_\_\_\_

CITY OF PORT HUENEME

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

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

ATTEST:

Approved as to Form

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

\_\_\_\_\_



CITY OF SANTA BARBARA

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

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

ATTEST:

Approved as to Form

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

\_\_\_\_\_

CITY OF SAN BUENAVENTURA

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

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

ATTEST:

Approved as to Form:

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

\_\_\_\_\_

COUNTY OF SANTA BARBARA

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

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

ATTEST:

Approved as to Form:

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

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



COUNTY OF VENTURA

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

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

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

Approved as to Form

ATTEST:

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

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

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

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

g:\cc\winword\ker\beacon\powers99.doc

**EXHIBIT B**

BEACON  
AMENDED  
JOINT POWERS AGREEMENT

This presentation reflects the Agreement and Amendments made between the CITY OF CARPINTERIA, CITY OF OXNARD, CITY OF PORT HUENEME, CITY OF SANTA BARBARA, CITY OF SAN BUENAVENTURA, the COUNTY OF SANTA BARBARA, and the COUNTY OF VENTURA, hereinafter collectively or individually referred to as "Member Agencies." This document reflects the original BEACON Joint Powers Agreement with an effective date of July 1, 1986 and subsequent amendments as hereunder agreed to by the Member Agencies.

RECITALS

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

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

1. Definitions

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

- a. "Littoral Sand Cell" shall mean a geographically designated coastal compartment with specified supplies and loss of sand and defined transport mechanism paths.



- b. "South Coast Littoral Sand Cell" shall mean the sand transport cell extending generally from the Santa Ynez River to Point Mugu.
- c. "Fiscal Year" shall mean that year beginning July 1, and ending June 30.

2. Establishment of BEACON

There is hereby created BEACON to be known and denominated as the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (formerly Beach Erosion Authority for Control Operations and Nourishment), which shall be a public entity separate and apart from any Member Agency. This Joint Powers Agency is established under authority of Title 1, Division 7, Chapter 5 of the California Government Code (§6500 et seq.) with all powers and authority of such an agency, as hereunder more fully described.

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

3. Purpose of BEACON

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

Therefore, the purpose of BEACON is to foster greater cooperation toward the maintenance and enhancement of the beaches within the jurisdiction of BEACON Member Agencies.

4. Objectives of BEACON

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

- a. Identify solutions to coastal erosion and environmental problems.
- b. Coordinate the use of local, state, federal and private resources.
- c. Facilitate design, financing, construction and maintenance of beach restoration, shoreline protection, and environmental protection and enhancement projects.
- d. Collect and analyze data needed to facilitate the design of projects and to monitor their performance.

- e. Coordinate local government involvement and keep elected officials and citizens informed.
  - f. Support the preparation of contingency plans by member agencies to be ready in emergencies to direct public and private efforts to combat erosion and to take steps necessary to coordinate the protection of public and private property.
  - g. Spearhead local government lobbying efforts at the state and federal levels.
5. Authority of BEACON

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

- a. Review significant proposals for beach restoration ,shoreline erosion control, and environmental protection and enhancement projects for consistency with the regional goals, policies and programs.
  - b. Comment on such proposals to member agencies and appropriate State and Federal agencies.
  - c. Propose and participate in joint or area wide projects for beach restoration, shoreline erosion control and environmental protection projects.
  - d. Act as agent for regional project applications for beach restoration, shoreline erosion control and environmental protection and enhancement projects.
  - e. Coordinate funding for beach restoration ,shoreline erosion control and environmental protection and enhancement projects from private and public sources at the local, State and Federal levels.
  - f. Adopt and amend By Laws, rules and regulations as may be required for the conduct of meetings and the orderly operation of the organization.
6. Limitation of Authority

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

7. Governing Board of BEACON

All powers of BEACON shall be exercised by the Board of Directors. The Board of Directors shall be composed of one designated representative and one alternate from



each city bordering the South Coast Littoral Sand Cell, and two designated representatives and two alternatives each, from the County of Santa Barbara and the County of Ventura. Each designated director and alternate must be a mayor, councilperson or supervisor.

8. Ex-Officio Membership

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

9. Ralph M. Brown Act

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

10. Quorum

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

11. Voting

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

12. Addition of Members

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

13. Termination of Agreement

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

14. Disposition of Assets Upon Termination

Upon termination of this Agreement, any money or assets in the possession of the organization after the payment of all liabilities, costs, expenses and charges validly

incurred under this Agreement shall be returned to the Member Agencies in proportion to their contributions determined as of the time of termination.

15. Accountability of Funds

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

16. Designation of Treasurer

Pursuant to the requirement of Section 6505.5 of the California Government Code, the treasurer of this organization shall be the Treasurer of Ventura County, a Member Agency. The treasurer shall receive, have the custody of and disburse organization funds upon the warrant or check-warrant of the auditor and controller pursuant to the accounting procedures established by the auditor and controller, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement. The treasurer of this organization may invest organizational funds in accordance with general law. All interest collected on said funds shall be accounted for and posted to the account of such funds.

17. Effective Date of Agreement

This Agreement shall become effective for all purposes at such time as this Agreement has been executed by all Member Agencies.

18. Agreement Repository

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



Copies of the By Laws and Amendments thereto shall be filed with each Member Agency.

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

CITY OF CARPINTERIA

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

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

ATTEST:

Approved as to Form

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

CITY OF OXNARD

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

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

ATTEST:

Approved as to Form

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

\_\_\_\_\_

CITY OF PORT HUENEME

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

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

ATTEST:

Approved as to Form

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

CITY OF SANTA BARBARA

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

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

ATTEST:

Approved as to Form

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

\_\_\_\_\_

CITY OF SAN BUENAVENTURA

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

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

ATTEST:

Approved as to Form:

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

*WJ*  
\_\_\_\_\_  
*CS*



COUNTY OF SANTA BARBARA

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

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

ATTEST:

Approved as to Form:

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

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

COUNTY OF VENTURA

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

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

Approved as to Form

ATTEST:

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

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

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

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

g:\cc\winword\ker\beacon\powers99.doc

STATE OF CALIFORNIA )  
COUNTY OF VENTURA ) ss  
CITY OF SAN BUENAVENTURA )

I, BARBARA J. KAM, City Clerk of the City of San Buenaventura, California, do hereby certify that the foregoing Resolution was duly passed and adopted by the Council of the City of San Buenaventura at a regular meeting thereof held on the 19th day of June, 1999, by the following vote:

AYES: Councilmembers Smith, Brennan, Tingstrom, De Paola,  
Monahan, Di Guilio, and Friedman.

NOES: None.

ABSENT: None.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City of San Buenaventura this 20th day of June, 1999.

  
Barbara J. Kam, City Clerk