



COUNSEL REVIEW OF THE MOU AND BYLAWS

RE: New District Business

From Lamport, Stanley W. <slamport@coxcastle.com>

Date Sat 4/12/2025 7:26 PM

To Don Russell <drussell@capobay.org>

Don:

I have looked through the material, and, in particular, the MOU and Bylaws. This is strictly an advisory body. The MOU states "it does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever." While there is a financial commitment to share in the cost of the body, the MOU states "the pledges in this MOU are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies". My concern has been that the District should not be a party to any permit application so that it cannot be subject to a condition to make Beach Road public. Given the terms of the MOU, participation in this coalition does not place the District in that position.

I view the District's active participation in the coalition as a key component of the phase 3 work we are undertaking. This coalition brings together in one room all of the stakeholders we have been talking about engaging. The District, as a governmental body, has a vote on the coalitions recommendations, which is important. Property owner groups are non-voting members, which mutes their influence. Dana Point will be part of the process as a voting member. Brenda and John told me that they would like to coordinate with us through the coalition, which could help amplify the District's voice as a voting member.

Overall, the benefits to Beach Road property owners of the District participating in this body as a voting member far outweigh any risks. Given the importance of this coalition in carrying out the phase 3 work, it will be important for you and I to coordinate on the District's involvement in the coalition, which I would like to discuss with you next week.

STAN

Stanley W. Lamport



direct: 310.284.2275 | mobile: 213.393.2033

slamport@coxcastle.com | [vcard](#) | [bio](#) | [website](#)

**MEMORANDUM OF UNDERSTANDING
SOUTH ORANGE COUNTY BEACH COALITION**

This Memorandum of Understanding ("MOU") is made and entered into effective as of the last signature date below, by and among the County of Orange (represented by its Fifth District Supervisor and OC Parks department), Orange County Flood Control District, Capistrano Bay District, and Juaneño Band of Mission Indians Acjachemen Nation (84a), and shall be effective as to additional proposed Members identified herein as of the date of their subsequent signature. The signatory Members to this MOU shall be referred to hereinafter individually as "Party" and collectively as "Parties". The Parties are entering into this MOU to strengthen coordination and communication amongst coastal partners, to enhance regional resiliency efforts and coordination of coastal activity, and to foster mutual understanding, coordination, synergy, and partnerships. Through coordination and collaboration, entities will further advocate for resilience and advise their respective governing bodies regarding the prioritization, coordination, and potential partnership of coastal maintenance and enhancement activities.

RECITALS

WHEREAS, Orange County's coastline is a unique and valuable resource that is necessary to preserve and protect for current and future generations.

WHEREAS, in 1999, the United States Army Corps of Engineers and the California Natural Resources Agency established the Coastal Sediment Management Workgroup ("CSMW") to facilitate regional approaches to protect, enhance, and restore California's coastal beaches and watershed through federal, state, and local cooperative efforts.

WHEREAS, in 2013, the County in partnership with the CSMW, co-chaired by the U.S. Army Corps of Engineers and the California Natural Resources Agency, developed the Orange County Coastal Regional Sediment Management Plan ("CRSMP") which provided a comprehensive approach to conserve, restore, and preserve sediment resources throughout coastal watersheds in Orange County.

WHEREAS, on November 3, 2020, the County of Orange Board of Supervisors ("Board") authorized OC Community Resources/OC Parks ("OCCR/OC Parks") to apply for a competitive grant from the California Ocean Protection Council/Proposition 68 Grant Program to develop a coastal resilience strategic plan to link to and complement the CRSMP, which was awarded and accepted by the Board on February 9, 2021.

WHEREAS, on June 4, 2024, the Board received and filed the South Orange County Regional Coastal Resilience Strategic Plan ("Strategic Plan"), at which point input from the Board culminated in an augmentation of the FY 24–25 budget for a position that will initially lead efforts for the development of a Memorandum of Understanding to facilitate implementation of regional management activities aimed at reducing risk factors

associated with the chronically eroding shoreline spanning from the Headlands at Dana Point Harbor to the County boundary in San Clemente, among other tasks.

WHEREAS, the coastal challenges faced by the Parties are not exclusive and transcend political jurisdictional boundaries.

WHEREAS, the Parties' coastal resources are located within the Oceanside Littoral Cell, in which nearshore sediment movement is generally contained, and consists of a distinct geographic segment of the coastline that extends from the Headlands at Dana Point Harbor in the north to La Jolla in the south. The Orange County portion of this cell includes properties owned or operated by the Parties and runs from the Headlands at Dana Point Harbor to the County line in the south.

WHEREAS, the Parties share a mutual interest in ensuring the protection and preservation of the vast coastal resources, which provide numerous amenities, habitats, erosion protection, and benefits.

WHEREAS, the Parties have a strong common interest in the preservation and restoration of sandy beaches and the protection of public beaches and critical public infrastructure located along the coastline.

WHEREAS, maintenance of wide, sandy beaches promotes safe public beach access, mitigates costly property damage, and provides economic benefits to the entire region by promoting no-cost and low-cost recreational opportunities and supporting a vibrant visitor-based local economy.

WHEREAS, the various Parties have individually and, at times, jointly worked to implement projects for the preservation and protection of coastal resources.

WHEREAS, the Parties intend to enter into this MOU to provide for a collaborative body with the sole purpose of advising the governing bodies of the respective Parties to foster greater cooperation toward the maintenance and enhancement of beaches, and provide cross jurisdictional collaboration for the benefit of enhancing coastal resilience within the Orange County portion of the Oceanside Littoral Cell.

WHEREAS, the Parties now wish to enter into this MOU to memorialize their mutual understanding and collaboration.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

I. OBJECTIVES

The Parties desire to form the South Orange County Beach Coalition ("Coalition"), which will provide a collaborative body to advise the governing bodies of the respective Parties to foster greater cooperation toward the maintenance and enhancement of beaches, and increase cross-jurisdictional collaboration for the benefit of coastal resilience, within the Orange County portion of the Oceanside Littoral Cell. The Parties will work in good faith

to facilitate and participate in the implementation of the Coalition, which seeks to foster collaboration, coordination, and partnerships aimed at reducing risk factors associated with the chronically eroding shoreline spanning from the Headlands at Dana Point Harbor to the County boundary in San Clemente.

The Coalition's primary advisory objectives shall include the following:

- Increase cross-jurisdictional communication relative to regional sand management in support of coastal resiliency.
- Identify green, grey, and hybrid solutions to retain sand and minimize coastal erosion.
- Recognize opportunities and solutions to mitigate impacts of sea level rise and effectively collaborate efforts to address the pressing challenge.
- Coordinate efforts and identify opportunities for additional collaboration and partnerships through separate agreements and funding opportunities.
- Collect, share and analyze relevant data and recommend activities to enhance coastal resiliency.
- Serve in an advisory capacity to the various leadership and elected bodies that oversee the Parties who are represented within the Coalition.
- Collaborate on engagement efforts at the state and federal levels, as well as from private sources, to secure funding for the Parties' various projects in furtherance of the objectives of this MOU.
- Serve as a forum for public discourse and engagement relative to the implementation of strategies to address and minimize coastal erosion.

II. TERM

The term of this MOU shall commence upon the signature of all Parties (the "Effective Date") and shall remain in effect unless terminated in accordance with Section X (Termination) of this MOU.

III. PARTICIPANTS

The Coalition is intended to be an inclusive body comprised of the various coastal landowners, land managers, and key stakeholders impacted by chronically eroding shoreline and other similar coastal challenges. Given the varying nature of the stakeholder organizations, participants within the Coalition are to fall within one of the following distinct groups:

A. Members

Members of the Coalition shall be composed of those public agencies, districts, tribes and other entities owning and/or managing coastal land or who are otherwise key stakeholders within the Orange County portion of the Oceanside Littoral Cell, and shall operate pursuant to the South Orange County Beach Coalition Bylaws ("Bylaws") attached hereto as Attachment A and hereby incorporated by reference. Upon approval of this MOU by the governing bodies of each of the individual Members, the Parties enter into this MOU and shall be the organizational membership utilized in scheduling and conducting public meetings in accordance with the Ralph M. Brown Act ("Brown Act") pursuant to California Government Code § 54950 et seq. and Coalition Bylaws. These Members are to be 'voting members' and are able to cast ballots on advisory actions or items before the Coalition. Each Member shall have one vote that may be cast by each Member organization's designated representative. There are five(5) initial voting representatives in total, where each shall be designated individually as a Member and collectively as Members, and four (4) additional proposed voting representatives identified herein that shall be designated as Members upon subsequent execution of this MOU. The initial signatories to this MOU hereby designated as Members of the Coalition, and their respective representative(s) and number of votes before the Coalition, are as follows:

County of Orange, Fifth District Supervisor – Chair, one vote

County of Orange, OC Parks (CSA 26) – one vote

Orange County Flood Control District – one vote

Capistrano Bay Community Services District – one vote

Juaneño Band of Mission Indians Acjachemen Nation (84a) – one vote

At any time, should another public agency that is not currently a signatory to this MOU be identified as one owning and/or managing coastal land or otherwise are a key stakeholder within the Orange County portion of the Oceanside Littoral Cell that public agency may be added as a Member to this MOU as approved in writing pursuant to an Amendment to this MOU in accordance with Section VIII – Amendment of this MOU, except those as indicated in the following paragraph.

The following four (4) public entities are hereby approved to become automatically designated as voting members upon subsequent adoption of this MOU by their respective Boards, Council, or Governing Body and execution of this MOU without the need for Amendment to this MOU or further approval by existing voting Members:

- California State Parks
- City of Dana Point
- City of San Clemente

- Orange County Transportation Authority

B. Partners

Other entities with vested interests in the coastal land subject to the objectives of this MOU may participate in the Coalition as non-voting participants and may be designated individually as a “Partner” and collectively as “Partners”. Partners shall have the ability to designate a representative to participate in Coalition meetings to provide insight, recommendations, feedback, and similar discourse that benefits the Coalition, and cross jurisdictional aspects of the Coalition, but at no time shall the Partners have voting authority in the activities and decisions of the Coalition, except for those entities identified and approved above at Section 3(A) that become voting Members or those that might otherwise be approved by voting Members pursuant to an Amendment to this MOU. The entities presently known by the Coalition Members as wishing to participate as Partners of the Coalition are as follows:

Bring Back Our Beaches

California Coastal Commission

California State Parks

Capistrano Shores, Inc.

City of Dana Point

City of San Clemente

Cotton’s Point Homeowners Association

Cyprus Cove Community Association

Cyprus Point Homeowners Association, The Breakers

Cyprus Shores Community Association/Homeowners Association

Orange County Transportation Authority

Shorecliffs Homeowners Association

Surfrider Foundation

Save Our Beaches SC Incorporated (Save Our Beaches San Clemente)

United States Army Corps of Engineers

University of California, Irvine, Flood Lab

At any time, should any other entity be identified by the Coalition as having a vested interest in the land subject to the objectives of this MOU and wish to be designated as such, they may be designated a Partner, or have their Partner designation removed as deemed appropriate, by a majority vote of all Members. Should any designated Partner indicate in writing to the Coalition its wish to remove its Partner designation, such removal will be effectuated administratively without further action of the Coalition.

C. Other Interested Parties

Other interested parties are encouraged to attend meetings and provide public comment and input on discussions and items under consideration by the Coalition.

IV. ADVISORY CAPACITY TO MEMBER AGENCIES

The Coalition is an advisory body to the governing bodies of its Members' on building collaborative partnerships across jurisdictional boundaries by assisting in identifying and recommending opportunities for scalable projects. Neither the Coalition, its Members nor the Executive Officer will be tasked with directly funding or managing funding for collaborative efforts. All collaborative projects or studies implemented out of any cross-jurisdictional collaboration from the Coalition will be executed and managed via separate cooperative agreements between the involved parties.

V. DIVISION OF COSTS

Facilitation and administration of the Coalition is to be borne by the County of Orange. Funding has been established by the County of Orange to foster the development and implementation of the Coalition, which primarily facilitates the Executive Officer role that is provided by County staff.

VI. EXECUTION IN COUNTERPARTS

This MOU may be executed in counterparts and has the same force and effect as if all signatures were obtained in one document. The term of the MOU shall commence upon the Effective Date as defined above.

VII. AMENDMENT

Any amendment to this MOU shall be made in writing and shall be signed by all Parties to this MOU.

VIII. WITHDRAWAL OF PARTIES

Any Party may withdraw its participation in this MOU upon ninety (90) days prior written notice to all the other Parties and the Executive Officer. Such withdrawal shall be deemed effective ninety (90) days after the notice is received or deemed to be received by the Executive Officer (the "Withdrawal Effective Date").

IX. TERMINATION

This MOU may be terminated, with or without cause, upon written approval of a majority of the Parties, without penalty. Upon termination, the Parties agree to cooperate with each other to resolve any outstanding joint activities.

X. INTEGRATION

This MOU constitutes the entire agreement of the Parties. No other agreement, oral or written, pertaining to the terms and conditions under this MOU shall be of any force or effect unless it is in writing and signed by all Parties.

XI. SEVERABILITY

If any part of this MOU is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this MOU shall be given effect to the fullest extent reasonably possible.

XII. DISPUTES

The Participant's agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves.

XIII. ATTORNEYS' FEES

In any action or proceeding to enforce or interpret any provision of this MOU, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

XIV. NO LEGAL OBLIGATIONS, RIGHTS, OR REMEDIES

This MOU is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this MOU are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies; and each Party is free to withdraw from this MOU.

XV. NOTICES

Except as otherwise provided herein, all notices required under this MOU shall be in writing and delivered by first class mail, postage prepaid, to each Party at the address listed below. Any Party may change the notice address by notifying all of the other Parties in writing. Notices shall be deemed received upon receipt of same or within three (3) business days of deposit in the U.S. Mail, whichever is earlier.

Members:

County of Orange:	County of Orange Board of Supervisors, Fifth District 400 W Civic Center Dr. Santa Ana, CA 92701 Attn: Supervisor
County of Orange, OC Parks (CSA 26):	County of Orange OC Parks 13042 Old Myford Road Irvine, CA 92602 Attn: Director, OC Parks
Orange County Flood Control District:	OC Flood Control District 601 N Ross Street, Floor 4 Santa Ana, CA 92701 Attn: Chief Engineer
Capistrano Bay Community Services District:	Capistrano Bay Community Services District 35000 Beach Road Capistrano Beach, CA 92624 Attn: General Manager
Juaneño Band of Mission Indians Acjachemen Nation:	Juaneño Band of Mission Indians Acjachemen Nation 31411 La Matanza St., Suite A San Juan Capistrano, CA 92675 Attn: Tribal Council Chair

Proposed Members:

California State Parks:	California State Parks Orange Coast District 3030 Avenida del Presidente San Clemente, CA 92672 Attn: District Superintendent
City of Dana Point	City of Dana Point 33282 Golden Lantern Dana Point, California 92629 Attn: City Manager
City of San Clemente:	City of San Clemente 910 Calle Negocio San Clemente, CA 92673 Attn: City Manager

Orange County Transportation Authority

Orange County Transit Authority
550 South Main Street
Orange, CA 92868
Attn: Chief Executive Officer

XVI. ATTACHMENTS

Attachment A – South Orange County Beach Coalition Bylaws