

BOARD OF DIRECTORS' MEETING ANNOUNCEMENT

DATE: Friday, April 19, 2013
TIME: 9:00 AM
PLACE: Santa Barbara Board of Supervisors Hearing Room, 105 East Anapamu Street
4th floor, Santa Barbara, CA. 93101

MEETING AGENDA

1. **Call to Order, Roll Call and Introductions – Chair Sharkey**
2. **Approval of Agenda and Filing of Certificate of Agenda Posting**
Action: Approve and file.
3. **Consideration and Approval of Minutes of the BEACON Meetings held January 18, 2013.**
Action: Approve and file.
4. **Public Comment and Other Matters not on the Agenda**
 - a. Receive public comments.
5. **Reports**
 - a. Reports from legislative offices.
 - b. Boating and Waterways.
 - c. Cal Coast.
6. **Single-Use Bag Reduction Ordinance EIR – Grant Funding**
Action:
 - a. Accept grant as presented as required by BEACON Resolution 2012-1 adopted by the Board May12th, 2012.
7. **Use Bag Reduction Ordinance EIR**
Actions:
 - a. Without acting under CEQA Guideline Section 15090 (“Certification of the Final EIR”), receive a report from the Executive Director and Rincon Consultants that the attached EIR was completed in compliance with the California Environmental Quality Act (CEQA).
 - b. Authorize and direct the Executive Director to distribute copies of the attached EIR to BEACON member agencies and other jurisdictions for those jurisdictions’ consideration and use, at their discretion, in adoption of a Single-Use Bag Reduction Ordinance,-as analyzed therein.
8. **Federal Authority for Regional Sediment Management Projects on the Coast of California**
Actions:
 - a. Receive Status Report on Federal Authority for Regional Sediment Management Projects on the Coast of California and WRDA 2013.
 - b. Approve Amendment No.2 to Agreement with Noble Consulting Inc. for additional \$9,700.
 - c. Approve an Agreement with Howard Marlowe and Company for \$10,000 to Lobbying Services in Washington DC towards the inclusion into WRDA 2013 of a Federal Authority for Regional Sediment Management Projects on the Coast of California.
 - d. Authorize Executive Director to pursue funding contributions from other



A California Joint Powers Agency

Member Agencies

City of Carpinteria
City of Goleta
City of Oxnard
City of Port Hueneme
City of San Buenaventura
City of Santa Barbara
County of Santa Barbara
County of Ventura

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California Coastal Regional Agencies towards the cost of the previously referenced Agreement with Howard Marlowe and Company.

9. Auditor-Controller Recommended Actions

Actions:

- a. Receive and file Recommended Fiscal Year 2013-14 Budget.
- b. Approve membership dues for Fiscal Year 2013-14
- c. Receive and file the Budget-to-Actual report for the year-to-date period ending 03/31/13.
- d. Authorize the Auditor-Controller's Office to make budgetary adjustments as follows (requires 8/10^{ths} vote)

10. Approve Letter of Support for initiative for Use of Cap-and-Trade Auction Funds for a Vessel Speed Reduction Incentive Program along the California coast

- a. Approve letter of support

11. Executive Director's Report and Communications.

Adjourn to next regular meeting, May 17, 2013 at 9:00 AM in Carpinteria City Hall

STAFF REPORT

Meeting Date: 4/19/2013

Agenda Item: 3

To: BEACON Board of Directors

From: Brian Brennan

Date 4/19/2013

**Subject: Consideration and Approval of Minutes of the
BEACON Meeting held January 18, 2013**

REQUIRED ACTION:

a. Approve and file.



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**BEACON BOARD OF DIRECTORS' MEETING
January 18th 2013 Minutes**

DATE: Friday, January 18, 2013

TIME: 9:00 AM

PLACE: Carpinteria City Hall, 5775 Carpinteria Ave, Carpinteria, CA. 93013

MEETING AGENDA

1. Call to Order, Roll Call and Introductions – Present- Sharkey, House, Carty, Ramirez, Brennan, Zaragoza, Carbajal, Perotte

2. Approval of Agenda and Filing of Certificate of Agenda Posting

Action: Approve and file. **MOTION- House/ Ramirez Passed**

3. Consideration and Approval of Minutes of the BEACON Meetings held November 9, 2012

Action: Approve and file. **Motion- Zaragoza/ Ramirez Abstaining- Carty, Perotte Passed**

4. Public Comment and Other Matters not on the Agenda

a. Receive public comments.

5. Reports- No Reports

a. Reports from legislative offices.

b. Boating and Waterways.

c. Cal Coast.

6. Technical Advisor Contract Amendment

Action: Approve and file **Motion- Ramirez/ Carbajal Passed**

a. Approve Amendment No. 1 to the FY 2012-2013 Contract with Dr. James Bailard for Technical Advisor Services in the amount of an additional \$4,000.

7. Auditor-Controller Recommended Actions

Actions: Approve and file **Motion- House/ Carbajal Passed 8 ayes**

a. Receive and file the Budget to Actual report for year ending December 31, 2012.

b. Authorize the Auditor-Controller's Office to make budgetary adjustments (requires 8/10th vote).

8. Kelp Anchor Demonstration Project Item Postponed

Actions: Motion to postpone- House/ Carbajal

a. Receive a verbal report on the Kelp Anchor Demonstration Project.

b. Approve a resolution authorizing approval of a California State Lands Commission Lease for the Kelp Anchor Demonstration Project.

9. Executive Director's Report and Communications.

Adjourn to special meeting, April 19th, 2013 at 9:00 AM at Santa Barbara County Board of supervisor's hearing room 4th floor.



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STAFF REPORT

Meeting Date: 04/19/13

Agenda Item: 6

To: BEACON Board of Directors

From: Executive Director

Date 04/09/13

Subject: Single-Use Bag Reduction EIR – Grant Funding

REQUIRED ACTION:

- a. Accept grant as presented as required by BEACON Resolution 2012-1 adopted by the Board May12th, 2012.

DISCUSSION:

BEACON was contacted by the Coastal Fund of UCSB and made aware of the opportunity to apply for a grant to help defray the cost of a regional Environmental Impact Report for a single-use plastic bag ban that would include all the cities and the unincorporated areas of Santa Barbara and Ventura Counties.

BEACON completed the application process and after a panel interview BEACON was notified that it was granted \$5,000 towards the costs associated with the preparation of a regional EIR for a single-use plastic bag ban.

The BEACON Board adopted Resolution 2012-1 in the matter of receiving donations and grants authorizing BEACON to pursue grants that support the mission of BEACON.



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**BEACH EROSION AUTHORITY
FOR CLEAN OCEANS AND NOURISHMENT (BEACON)
VENTURA AND SANTA BARBARA COUNTIES, CALIFORNIA**

In the Matter of Receiving Donations

Resolution 2012-1

WHEREAS, the mission of the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) is the protection of our beaches and coast as well as clean oceans, and;

WHEREAS, BEACON pursues studies, projects and initiatives to support its mission, and;

WHEREAS, BEACON pursues funding from local, State, and Federal grant sources to implement said studies, projects and initiatives, and such funding can often be unavailable or insufficient, and;

WHEREAS, BEACON is occasionally offered donations to contribute towards the cost of studies, projects and initiatives, and;

THEREFORE, be it resolved that the Board of Directors of BEACON resolves to allow BEACON to receive donations to contribute towards the cost of studies, projects and initiatives under the following conditions:

- The BEACON BOARD is given the opportunity to consider the context of the donation before agreeing to accept.
- BEACON shall comply with California Code sections 25355 and 25356, which governs the acceptance of gifts, bequests or devices and their disposal, and the use of the unrestricted gifts and the disposition of proceeds.

Resolved by the Board of Directors of BEACON, this 18th day of May 2012.

Jon Sharkey
BEACON Chair

Attest:

Brian Brennan
Executive Director

beacon/resolutions/res2012-1.doc

STAFF REPORT

Meeting Date: 04/19/13
Agenda Item: 7

To: BEACON Board of Directors
From: Executive Director
Date: 04/08/13

Subject: Single-Use Bag Reduction Ordinance Environmental Impact Report (EIR)

REQUIRED ACTION:

- a. Without acting under CEQA Guideline Section 15090 ("Certification of the Final EIR"), receive a report from the Executive Director and Rincon Consultants that the attached EIR was completed in compliance with the California Environmental Quality Act (CEQA).
- b. Authorize and direct the Executive Director to distribute copies of the attached EIR to BEACON member agencies and other jurisdictions for those jurisdictions' consideration and use, at their discretion, in adoption of a Single-Use Bag Reduction Ordinance, as analyzed therein.

DISCUSSION:

BEACON has prepared an Environmental Impact Report (EIR) to assess the consequences of a Single-Use Carryout Bag Ordinance that participating agencies within Santa Barbara and Ventura counties may consider for adoption (see Attachment 1).

The objectives for the Proposed Ordinance include:

- Reducing the environmental impacts related to single use plastic carryout bags, such as impacts to biological resources (including marine environments), water quality and utilities (solid waste equipment and facilities)
- Deterring the use of paper bags by retail customers
- Promoting a shift toward the use of reusable carryout bags by retail customer
- Reducing the amount of single-use bags in trash loads to reduce landfill volumes
- Reducing litter and the associated adverse impacts to storm-water systems, aesthetics and marine and terrestrial environments

Adoption of the Proposed Ordinance would be a discretionary action subject to the environmental review requirements of the California Environmental Quality Act (CEQA). BEACON member agencies determined that an EIR should be prepared examining the Ordinance's potential environmental impacts. The analysis of the Proposed Ordinance in this EIR considers a bag ordinance that would be adopted within Santa Barbara and Ventura counties, including the incorporated cities within the two counties.

The Proposed Ordinance would prohibit retail establishments engaged in the sale of groceries (excluding restaurants) in the Counties of Ventura and Santa Barbara from distributing single-use plastic carryout bags. It would also create a mandatory minimum charge of ten cents (\$0.10) for each recyclable paper bag provided to a customer.



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The Proposed Ordinance would apply to retail establishments, including, but not limited to, drug stores, pharmacies, supermarkets, grocery stores, convenience food stores, food marts, or other similar retail stores or entities engaged in the retail sale of grocery items; and is located within the geographical limits of unincorporated Santa Barbara or Ventura Counties or any of the following participating municipalities:

Santa Barbara County	Ventura County
Buellton	Camarillo
Goleta	Fillmore
Guadalupe	Moorpark
Lompoc	Oxnard
Santa Barbara	Port Hueneme
Santa Maria	Santa Paula
Solvang	Simi Valley
	Thousand Oaks
	Ventura

For the purposes of this EIR, the geographical limits of Santa Barbara and Ventura Counties and all of the participating municipalities listed above shall be known as the “Study Area.” The cities of Ojai and Carpinteria currently have bag ordinances that apply to retail stores located in these jurisdictions and, therefore, are not part of the Study Area. The analysis contained in the EIR is intended to evaluate impacts from a regional perspective. As such, the analysis takes into consideration the cumulative impacts throughout the Study Area and includes those municipalities that are not BEACON members. For example, it is anticipated that a Bag Ordinance would reduce impacts associated with litter from plastic bags in creeks, waterways and coastal areas. However, since inland communities are connected with coastal communities as both share waterways (such as the Santa Clara River in Ventura County), litter from plastic bags in upstream communities (such as Fillmore or Santa Paula) could still impact the Santa Clara River watershed and coastal areas downstream in Oxnard. While not all communities in the region may implement a Bag Ordinance, the EIR analysis seeks to consider the “worst-case” scenario estimating the maximum impacts associated with bag ordinances region-wide.

The EIR addresses the potentially significant effects that BEACON determined could result from adoption of the Proposed Ordinance. The issues addressed in the EIR include:

- *Air Quality*
- *Biological Resources*
- *Greenhouse Gas Emissions*
- *Hydrology/Water Quality*
- *Utilities and Service Systems*

The EIR references pertinent policies and guidelines of Santa Barbara and Ventura Counties, certified EIR's and other adopted CEQA documents, and background documents prepared by BEACON in preparing the Proposed Ordinance. The EIR concluded that none of the impacts exceeded allowable thresholds and that no mitigation was required.

BEACON BOARD OF DIRECTORS' MEETING

Friday, April 19, 2013

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BEACON prepared a Notice of Preparation (NOP) of the EIR for the Bag Reduction Ordinance and distributed the NOP for agency and public review for a 30-day review period beginning November 30, 2012. BEACON received five letters in response to the NOP. BEACON also conducted two public scoping meetings during the NOP comment period. These took place in City of Santa Barbara (December 12, 2012) and the City of Oxnard (December 19, 2012). On February 12, 2013, BEACON released the Draft EIR for the Bag Reduction Ordinance. The public review period was closed on March 28, 2013. A total of eleven comment letters were received. Responses to these comments are included under Section 8 of the Final EIR.

The Final EIR is posted on the BEACON website (BEACON.CA.GOV).

*Proposed Model City Ordinance
Single Use Bag Ordinance
May 22, 2012
Ordinance Committee Draft*

DRAFT

Ordinance No.

**AN ORDINANCE OF THE COUNCIL OF THE
CITY OF SANTA BARBARA AMENDING THE
MUNICIPAL CODE BY ADDING CHAPTER 9.150
PERTAINING TO SINGLE-USE CARRY OUT BAGS
AT CERTAIN RETAIL FOOD AND GROCERY
STORE ESTABLISHMENTS IN THE CITY.**

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION ONE: Title 9 of the Santa Barbara Municipal Code is amended by adding a new chapter, Chapter 9.150 ("Single-Use Carry Out Bags"), which reads as follows:

Section 9.150.010 Definitions.

The following definitions apply to this Chapter:

- A. Customer.** Any person purchasing goods from a store.
- B. Operator.** The person in control of, or having the responsibility for, the operation of a store, which may include, but is not limited to, the owner of the store.
- C. Person.** Any natural person, firm, corporation, partnership, or other organization or group however organized.
- D. Plastic carryout bag.** Any bag made predominantly of plastic derived from either petroleum or a biologically-based source, such as corn or other plant sources, which is provided to a customer at the point of sale. "Plastic carryout bag" includes compostable and biodegradable bags but does not include reusable bags, produce bags, or product bags.
- E. Postconsumer recycled material.** A material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. "Postconsumer recycled material" does not include materials and by-products

generated from, and commonly reused within, an original manufacturing and fabrication process.

F. Produce bag or product bag. Any bag without handles used exclusively to carry produce, meats, or other food items from a display case within a store to the point of sale inside a store or to prevent such food items from coming into direct contact with other purchased items.

G. Recyclable. Material that can be sorted, cleansed, and reconstituted using available recycling collection programs for the purpose of using the altered form in the manufacture of a new product. "Recycling" does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

H. Recyclable paper carryout bag. A paper bag (of any size) that meets all of the following requirements: 1. contains no old growth fiber; 2. is one hundred percent (100%) recyclable overall and contains a minimum of forty percent (40%) post-consumer recycled material; 3. is capable of composting, consistent with the timeline and specifications of the American Society of Testing and Materials (ASTM) Standard D6400; 4. is accepted for recycling in curbside programs in the City; 5. has printed on the bag the name of the manufacturer, the location (country) where the bag was manufactured, and the percentage of postconsumer recycled material used; and 6. displays the word "Recyclable" in a highly visible manner on the outside of the bag.

I. Reusable bag. A bag with handles that is specifically designed and manufactured for multiple reuse and meets all of the following requirements: 1. has a minimum lifetime of 125 uses, which for purposes of this subsection, means the capability of carrying a minimum of 22 pounds 125 times over a distance of at least 175 feet; 2. has a minimum volume of 15 liters; 3. is machine washable or is made from a material that can be cleaned or disinfected; 4. does not contain lead, cadmium, or any other heavy metal in toxic amounts; 5. has printed on the bag, or on a tag that is permanently affixed to the bag, the name of the manufacturer, the location (country) where the bag was manufactured, a statement that the bag does not contain lead, cadmium, or any other heavy metal in toxic amounts, and the percentage of postconsumer recycled material used, if any; and 6. if made of plastic, is a minimum of at least 2.25 mils thick.

J. Store. Any of the following retail establishments located and operating within the City:

1. A store of at least 10,000 square feet of retail space that generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) which sells a line of dry grocery or canned goods, or non-food items and some perishable food items for sale or a store that has a pharmacy licensed pursuant to Chapter 9 (commencing with Section 4000) of Division 2 of the Business and Professions Code; or

2. A drug store, pharmacy, supermarket, grocery store, convenience food store, food mart, or other similar retail store or entity engaged in the retail sale of a limited line of grocery items or goods which typically includes, but is not limited to, milk, bread, soda, and snack foods, including those stores with a Type 20 or 21 liquor license issued by the state Department of Alcoholic Beverage Control.

Section 9.150.020 Plastic carryout bags prohibited.

A. No store shall provide to any customer with a plastic carryout bag.

B. The prohibition on providing plastic carryout bags applies only to bags provided by a store for the purpose of carrying away goods from the point of sale within the store and does not apply to produce bags or product bags supplied by a store.

Section 9.150.030 Permitted bags.

All stores shall provide or make available to a customer only recyclable paper carryout bags or reusable bags for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this Chapter. Nothing in this Chapter prohibits customers from using bags of any type which the customer may bring to the store themselves or from carrying away goods that are not placed in a bag, in lieu of using bags provided by the store.

Section 9.150.040 Regulation of recyclable paper carryout bags.

A. Any store that provides a recyclable paper carryout bag to a customer must charge the customer ten cents (\$0.10) for each bag provided, except as otherwise allowed by this Chapter.

B. No store shall rebate or otherwise reimburse a customer any portion of the ten cent (\$0.10) charge required in subparagraph A, except as otherwise allowed by this Chapter.

C. All stores must indicate on the customer receipt the number of recyclable paper carryout bags provided and the total amount charged the customer for such bags.

D. All charges collected by a store under this Chapter may be retained by the store and used for one or more of the following purposes: 1. the costs associated with complying with the requirements of this Chapter; 2. the actual costs of providing recyclable paper carryout bags; 3. the costs of providing low or no cost reusable bags to customers of the store who are exempted by section 9.150.060; or 4. the costs associated with a store's educational materials or education campaign encouraging the use of reusable bags, if any.

E. All stores shall report to the City Finance Director, on an annual (calendar year) basis, the total number of recyclable paper carryout bags provided, the total amount of monies collected for providing recyclable paper carryout bags, and a summary of any efforts a store has undertaken to promote the use of reusable bags by customers in the prior year. Such reporting must be done on a form prescribed by the City Finance Director, and must be signed by a responsible agent or officer of the store in order to confirm that the information provided on the form is accurate and complete. Such reports shall be filed no later than ninety (90) days after the end of each year following the year in which this chapter becomes effective.

Section 9.150.050 Use of reusable bags.

A. All stores must provide reusable bags to customers, either for sale or at no charge.

B. Stores are strongly encouraged to educate their staff to promote the use of reusable bags and to post signs and other informational materials encouraging customers to use reusable bags.

Section 9.150.060 Exempt customers.

All stores must provide at the point of sale, free of charge, either reusable bags or recyclable paper carryout bags or both, at the store's option, to any customer participating either in the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code or in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the state Welfare and Institutions Code.

Section 9.150.070 Enforcement and violations - penalties.

A. Administrative Enforcement. The City Finance Director (or his designee) shall have the primary responsibility for enforcement of this Chapter. The Director is authorized to promulgate Departmental regulations to assist stores in understanding and in complying with this Chapter and to take any and all other actions reasonable and necessary to enforce and interpret this Chapter.

B. Regulations on Free Reusable Bags. If determined to be appropriate and necessary, the City Finance Director may adopt regulations restricting or limiting the ability of those stores defined in subparagraphs J(1) and J(2) of section 9.150.010 to offer customers free reusable bags as a promotional item.

Section 9.150.080 Operative date.

For those stores defined in subparagraph (J)1) of section 9.150.010, this Chapter shall become operative One Hundred Eighty (180) days after the effective date of the City ordinance adopting this Chapter. For stores defined in subparagraph J(2) of Section 9.150.010, this Chapter shall become operative one year after the effective date of the City ordinance adopting this Chapter.

SECTION TWO: Within two years of the adoption date of this ordinance, the staff of the City Finance Department shall submit a written agenda report to the City Council describing, among other things, whether it appears to the Finance Department that this ordinance has reduced the number of plastic and paper bags used within the City by those stores regulated by this ordinance.

STAFF REPORT

Meeting Date: 04/19/13
Agenda Item: 8

To: BEACON Board of Directors
From: Gerald Comati
Date 04-19-13

Subject: Federal Authority for Regional Sediment Management Projects
on the Coast of California

ACTION:

- a. Receive Status Report on Federal Authority for Regional Sediment Management Projects on the Coast of California and WRDA 2013.
- b. Approve Amendment No.1 to Agreement with Noble Consulting Inc. for additional \$10,000.
- c. Approve an Agreement with Howard Marlowe and Company for \$10,000 to Lobbying Services in Washington DC towards the inclusion into WRDA 2013 of a Federal Authority for Regional Sediment Management Projects on the Coast of California.
- d. Authorize Executive Director to pursue funding contributions from other California Coastal Regional Agencies towards the cost of the previously referenced Agreement with Howard Marlowe and Company.

DISCUSSION:

Status

In 2010 BEACON staff began to strategize with the California Resource Agency and the Department of Boating and Waterways (DBAW) on how best to implement State-wide Regional Sediment Management (RSM) projects. From this dialogue, BEACON agreed to lead an effort to develop a new Federal Authority for RSM projects specific to the California Coast. Once in place, the Federal Authority would establish a new funding opportunity for Coastal California RSM projects. Currently there is no such Federal Authority specific to RSM projects.

To establish a new Federal Authority, new language must be developed and included in WRDA (Water Resources Development Act) 2013. In 2011, BEACON assembled a specialized team of consultants and submitted a proposal to the California Department of Boating and Waterways (DBAW) for grant funding. In 2011 grant funding in the amount of \$89,000 was secured and in 2012 an Agreement with Noble Consulting Inc. was executed.

The effort commenced in Spring of 2012. Since that time, the project team has made considerable progress as follows:

- Interface with US Army Corps of Engineers (USACOE) personnel both at the LA District Offices and at Headquarters in Washington DC.
- Definition of the scope of projects that the RSM Authority would fund.
- Development of new WRDA language.



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- Development of implementation strategy.
- Coordination with California Resources Agency.
- Secure support for new WRDA language from other California Regional Agencies.
- Secure official support for new WRDA Language from Governor of California.

Agreement Amendments

The next step in the process is to ensure the proposed WRDA language is incorporated into “WRDA 2013” which is currently underdevelopment in Washington DC. To assist in this final push in DC, an amendment to the Noble Consulting Inc. Agreement for an additional \$10,000 is required and an Amendment to the BEACON Program Manager (Gerald Comati of COM3 Consulting) Agreement for an additional \$1,282 is also necessary. Funds for both of these Agreement Amendments will be from the DBAW Grant.

Lobbying

In order to provide the best possible chance for the proposed WRDA language to be included in WRDA 2013, lobbying at the Senatorial and Congressional levels in DC is required. Each year BEACON typically has earmarked approximately \$12,000 for Lobbying activities. It is staff’s recommendation that the Board consider executing an Agreement with Marlowe and Company for \$10,000 for lobbying services for the proposed WRDA language to establish a new Federal Authority to fund Regional Sediment Management Projects on the Coast of California.

The proposed WRDA Language will benefit the whole of the California Coast and while BEACON has carried the flag on this initiative to date, funding contributions from other coastal agencies that will receive a direct benefit if we are successful, is both logical and faire. As a result, Staff is recommending that the Board give authority to the Executive Director to pursue fund contributions towards the necessary lobbying services from other regional coastal agencies such as SANDAG (San Diego Association of Governments), LA County and Orange County and others. As contributing funding is received, the funds could offset some of the \$10,000 BEACON contribution as well as provide the opportunity to add more funds to the lobbying agreement through an amendment.

APPENDIX A.2 - Amendment No.2 SCOPE OF SERVICES
Agreement between NOBLE CONSULTANTS, INC. and BEACON
California Regional Sediment Management Federal Authority

SCOPE of SERVICES

Task 1 Management

Consultant shall manage work efforts of all subconsultants and maintain continuous communication with BEACON management with regards to progress. Consultant shall ensure schedule and cost budgets are maintained.

Task 2 Define Proposal

Consultant shall facilitate the effort to define and reach consensus on the Federal Authorization for RSM projects proposal in order to determine the most appropriate legislative strategy to advance the proposal to implementation. This effort will include, but not be limited to:

- a. An assessment of the existing suite of Federal legislative authorizations for the regional sediment management program to date and other broader category Federal programs.
- b. Resolution on how to fund or obtain a federal appropriation utilizing an existing authorized program with annual appropriations [i.e. Continuing Authorities Program (CAP)] or to create a new authorization with an annual appropriation for construction of RSM projects.
- c. Resolution on whether or not to expand the geographic scope of the Federal Authorization to the West Coast or confine it to just California.
- d. Resolution of how to streamline the Federally compliant Feasibility Study Phase of RSM projects already studied and identified in approved Regional Sediment Management Plans.

This task shall be conducted in collaboration with BEACON staff and through interface with the U.S. Army Corps of Engineers, the California Resources Agency, other Regional Agencies, and potentially the States of Oregon and Washington.

Task 3 Define Process

Consultant shall define and reach consensus on the step by step process necessary for securing the Federal Authorization as defined under Task 1 above.

Task 4 Draft WRDA Amendment Language

Consultant shall develop draft language to amend WRDA to address the consensus proposal as defined in Task 1 above. The language will be developed in close collaboration with BEACON staff, the U.S. Army Corps of Engineers' District, Division, and Headquarters levels as well as the California Resources Agency.

APPENDIX A.2 - Amendment No.2 SCOPE OF SERVICES
Agreement between NOBLE CONSULTANTS, INC. and BEACON
California Regional Sediment Management Federal Authority

Task 5 Strategy and Support

Consultant shall interact and strategize with State and Federally elected officials on the best path forward to support the proposed amendment to WRDA.

Task 6 Outreach

Consultant shall pursue outreach with other California regional coastal agencies and State agencies to garner support for the proposed amendment to WRDA. We shall provide support in Washington D.C. to address questions and justification for the proposed amendment to WRDA. Produce a legislative roadmap for the State as well as quality materials that can be used to educate the entire California Delegation and the Committees of jurisdiction about the importance of the WRDA language.

* * * END of EXHIBIT A * * *

APPENDIX B.2 – Amendment No.2 FEE AND SCHEDULE
Agreement between NOBLE CONSULTANTS, INC. and BEACON
California Regional Sediment Management Federal Authority

FEE and SCHEDULE

Consultant’s services shall be performed on a time and expenses basis in accordance with Consultant’s Project Team Billing Rates listed in **Table B1**. Consultants total not to exceed fee shall be \$70,700 as summarized in **Table B2**.

Table B1. Project Team Billing Rates
Noble Consultants, Inc.

Classification/Title	Name	Billing Rate
1 Principal Engineer	Jon Moore, P.E.	234 \$/Hr
2 Word Processing / Clerical	Staff	76 \$/Hr

Larry Paul and Associates - Subconsultant

Classification/Title	Name	Billing Rate
1 Principal	Larry Paul	168 \$/Hr

Alden Street Consulting – Subconsultant

Classification/Title	Name	Billing Rate
1 President	Howard Marlowe	375 \$/Hr
2 Principal	Michael Willis	180 \$/Hr
3 Senior Policy consultant	John Harms	80 \$/Hr
4 Administration	Staff	75 \$/Hr

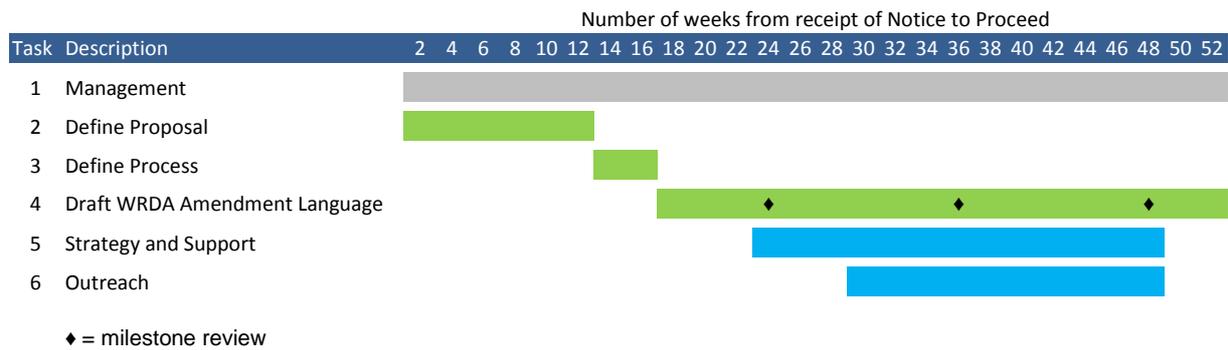
Table B2. Fee Summary

Task 1	Management	\$5,000
Task 2	Define Proposal	8,000
Task 3	Define Process	10,000
Task 4	Draft WRDA Amendment Language	11,000
Task 5	Strategy and Support	13,000
Task 6	Outreach	23,700
Total Fee		\$70,700

APPENDIX B.2 – Amendment No.2 FEE AND SCHEDULE
Agreement between NOBLE CONSULTANTS, INC. and BEACON
California Regional Sediment Management Federal Authority

All services shall be completed within the project schedule outlined in **Table B3**. The schedule shall be flexible and may be refined by mutual consent of BEACON and Consultant, timing of outreach activities, or delays that may occur during the collaboration and legislative interaction and planning process.

Table 3. Proposed Study Schedule



*** END of EXHIBIT B ***

BEACON

Amendment No.2 – California Regional Sediment Management Federal Authority

Noble Consultants Inc.

Amendment No. 2

April 19, 2013

It is mutually agreed that the California Regional Sediment Management Federal Authority services agreement between the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) and CONSULTANT (Noble Consultants Inc) is amended as stated below.

Amend Article IV “Compensation” to read:

For the performance of the Services, the BEACON agrees to pay CONSULTANT in the manner and at the times specified, the compensation set forth in “Appendix B.2 – Amendment No.2 FEE AND SCHEDULE”.

Total compensation paid by BEACON to CONSULTANT for performance of work described in “Appendix A.2 – Amendment No.2 SCOPE OF SERVICES”, shall not exceed \$70,700 (\$61,000. + \$9,700).

This modification to the agreement is in compliance with Article VI Changes to Agreement, of the above referenced agreement. This amendment is hereby made a part of the California Regional Sediment Management Federal Authority Agreement.

BEACON

Amendment No.2 – California Regional Sediment Management Federal Authority

Noble Consultants Inc.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Coastal Regional Sediment Management Plan (CRSMP) agreement on the day and year below written, but effective as of the day and year first set forth above.

CONSULTANT

BEACON

By: _____

By: _____

Name:

Name:

Title:

Title:

Noble Consultants Inc.

Chair, BEACON

Date:

Date:

Attest and

Approved as to Form and Procedure:

Dennis Marshall

County Counsel (County of Santa Barbara)

By:

Deputy Senior County Counsel,
Counsel for BEACON

Agreement Between

Marlowe & Company, LLC

and

**BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT
(BEACON)**

for

**Federal Lobbying Services for
The California RSM
Federal Authority Project**



BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

THIS AGREEMENT, made and entered into this 19th day of April 2013 by and between the Beach Erosion Authority for Clean Oceans and Nourishment, hereinafter referred to as BEACON and Marlowe & Company, hereinafter referred to as CONSULTANT. The purpose of this contract is to engage CONSULTANT to render federal lobbying services to BEACON.

NOW THEREFORE: the parties hereto do mutually agree as follows:

I. Agreement Organization and Content

This Agreement is fully comprised of these terms and the attached appendices: Appendix "A", Scope of Services; and Appendix "B", Compensation.

II. Services to be Performed by CONSULTANT

CONSULTANT agrees to perform and execute for the benefit of the BEACON the tasks, duties and responsibilities hereinafter referred to as Services and described in Appendix "A", Scope of Services.

III. Term of Agreement

CONSULTANT shall begin performance of the Services on April 1, 2013 and shall complete the Services on June 30, 2014. The term of the Agreement may be extended by Amendment to this Agreement.

IV. Compensation

For the performance of the Services, the BEACON agrees to pay CONSULTANT in the manner and at the times specified, the compensation set forth in Appendix "B", Compensation.

Total compensation paid by BEACON to CONSULTANT for performance of described in Appendix "A", Scope of Services, shall not exceed \$10,000.

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

V. Assignment and Subcontracting

None of the services covered by this Agreement shall be assigned or subcontracted by CONSULTANT without the prior written approval of the BEACON.

VI. Changes to Agreement

No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

BEACON may request, at any time, amendments to this Agreement and will notify the CONSULTANT in writing regarding changes. Upon a minimum of ten (10) days notice, the CONSULTANT shall determine the impact on both time and compensation of such changes and notify BEACON in writing. Upon agreement between BEACON and the CONSULTANT as to the extent of these impacts on time and compensation, an amendment to this agreement shall be prepared describing such changes. Such amendment shall be valid effective the date of final written approval by BEACON and the CONSULTANT or as otherwise designated in the amendment.

VII. Staffing

CONSULTANT represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONSULTANT specifies that Howard Marlowe shall serve as Project Principal.

VIII. Termination of Agreement for Convenience

BEACON may terminate this Agreement at any time by giving notice to the CONSULTANT of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of BEACON, become its property. If this Agreement is terminated by BEACON, as provided herein, the CONSULTANT shall be reimbursed for expenses incurred prior to the termination date and receive fee in accordance with the cost provisions of this Agreement.

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

IX. Termination of Agreement for Cause

If through any cause the CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the CONSULTANT violates any of the covenants, terms, or stipulations of this Agreement, BEACON shall thereupon have the right to terminate the Agreement by giving not less than ten (10) days written notice to the CONSULTANT of the intent to terminate and specifying the effective date thereof. BEACON shall provide an opportunity for consultation with the CONSULTANT prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other materials prepared by the CONSULTANT under this Agreement shall, at the option of BEACON, become BEACON'S property, and the CONSULTANT shall be reimbursed for expenses incurred prior to the termination date, without fee, in accordance with the cost provisions of this Agreement.

X. Responsibility of CONSULTANT

All services performed by the CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state and local statutes, rules and regulations.

CONSULTANT agrees to remedy at its expense any professional services, which are deficient because of its failure to perform said services in accordance with the standards imposed by law upon professional consultants performing services of a similar nature. Said deficiencies must be reported in writing to CONSULTANT within thirty (30) days after discovery thereof, but in no event later than one (1) year from the completion of the services.

Notwithstanding the provisions of Term XI, CONSULTANT'S liability to BEACON from any cause or combination of causes arising out of, or in connection with, this Agreement, shall not exceed in the aggregate the total compensation received by CONSULTANT under this Agreement and BEACON releases CONSULTANT from any liability in excess thereof. The foregoing aggregate limitation shall not include CONSULTANT'S responsibilities with respect to indemnities to BEACON under Term XI for personal injury or property damage incurred by third parties.

The release from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

limited and shall extend to the related entities of such party and its and their directors, officers and employees.

Under no circumstances shall CONSULTANT be liable to BEACON for any consequential or incidental damages including but not limited to loss of use or loss of revenue.

XI. Indemnity

Each party will hold harmless, indemnify and defend the other party against all claims, demands, suits, judgements, expenses, and costs of any and every kind, insofar as it may legally do so, occurring or resulting from negligent or wrongful acts of the officers, agents, or employees of the indemnifying party in the performance of this Agreement.

XII. Insurance

CONSULTANT shall procure and maintain the following required insurance coverage during the performance of this Agreement:

- A. Workers' Compensation Insurance with an insurance company acceptable to BEACON. Statutory Workers' Compensation and Employer's Liability Insurance, with limits of at least One Million Dollars (\$1,000,000.00) shall cover all employees while performing any work incidental to the performance of this Agreement.
- B. General Liability Insurance with insurance company or companies acceptable to BEACON. General Liability Insurance shall include personal injury liability with employee exclusion deleted and shall afford coverage for all premises and operations of the CONSULTANT and/or agents or subcontractors of CONSULTANT. BEACON, its officers, employees and agents shall be named as additional insured. The limit of liability of said policy for general liability insurance shall be at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per person and aggregate. Said policy shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if BEACON has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only. Current certificates for required insurance shall be maintained at all times during

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

performance of this Agreement in BEACON office as a condition precedent to payment by BEACON under this Agreement. Failure to comply with the insurance requirements shall place CONSULTANT in default. Upon request by BEACON, CONSULTANT shall provide certified copies of any insurance policies to BEACON within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by BEACON.

XIII. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder, except the payment of money, to the extent that the performance of any such obligation is prevented or delayed by any cause existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. BEACON shall retain the right to terminate this Agreement if completion of services by CONSULTANT is delayed more than thirty (30) days due to any such cause.

XIV. Equal Employment Opportunity and Nondiscrimination

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

- A. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin or physical handicap in the selection or retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

employment practices when the contract covers a program set forth in Appendix B of the regulations.

- C. Solicitations for Subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or physical handicap.
- D. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by BEACON to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to BEACON, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, BEACON shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under this Agreement until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.
- F. Incorporation of Provisions: The CONSULTANT shall include the provisions of Paragraphs (A) through (F) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

BEACON may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request BEACON to enter into such litigation to protect the interests of BEACON, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XV. Audits

CONSULTANT shall maintain books, accounts and records of its recoverable costs in accordance with generally accepted accounting principles and practices. For the duration of the Agreement, and for a period of three (3) years thereafter, BEACON and its representatives shall have the right to examine during CONSULTANT'S normal business hours these books, accounts, records and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Agreement.

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

XVI. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement shall be given to the following:

To BEACON: BEACON c/o City of Buena Ventura
 PO Box 99
 501 Poli St.
 Ventura, CA 93001
 Attn: Brian Brennan

To CONSULTANT: Marlowe & Company, LLC
 1667 K Street, Suite 480
 Washington, DC 20006
 Attn: Howard Marlowe, President
 Tax ID No: 52-1379396

XVII. Severability

In the event that any of the provisions, or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, BEACON and CONSULTANT shall negotiate an equitable adjustment in the provisions of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

XVIII. Ownership of Drawings and Data

All reports and other data developed by CONSULTANT shall become the property of BEACON when prepared, whether delivered to BEACON or not.

XIV. Fee Retention

BEACON reserves the right to retain ten percent (10%) of that portion of compensation invoiced to BEACON by CONSULTANT that is to be reimbursed through a grant awarded to BEACON. Any retention withheld by BEACON will be released to CONSULTANT upon release of grant funding by the Grant source.

BEACON/Marlowe & Company, LLC
Federal Lobbying Services – CA RSM Federal Authority Project

IN WITNESS WHEREOF, BEACON and the CONSULTANT have executed this agreement.

CONSULTANT

BEACON

By: _____
Name: Howard Marlowe
Title: President, Marlowe & Company,
LLC

Date: _____

Attest:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: Chair, BEACON

Date: _____

Attest:

By: _____
Name: Brian Brennan
Title: Executive Director
Date: _____

Approved as to Form and Procedure:

County Counsel

By: _____
Senior Deputy County Counsel,
Counsel for BEACON

*BEACON/Marlowe & Company Agreement
Federal Lobbying Services – CA RSM Federal Authority Project*

APPENDIX A – SCOPE OF WORK

April 2013

What Marlowe & Company will accomplish for the Beach Erosion Authority for Clean Oceans and Nourishment

On behalf of BEACON and the State of California, Marlowe & Company will work with the State's congressional delegation to secure support for inclusion of California RSM Federal Authority language into the 2013 WRDA Bill. Because there is a very narrow window of legislative opportunity and a large number of Members that need to be reached, Marlowe and Company will provide an effective and almost daily presence on a ground effort within the halls of Congress to garner the necessary support until WRDA is passed.

PROJECT SCHEDULE

Marlowe & Company to begin scope of services described above in April 2013. Contract will terminate on June 30, 2014.

APPENDIX B - COMPENSATION

April 19, 2013

Marlowe & Company Contract with BEACON for Federal Lobbying Services

Fee

\$10,000 Fixed Retainer Fee for Fed Authority Project

Expenses

BEACON
EXPENDITURES AND REVENUE DETAIL
RECOMMENDED BUDGET
FY 2013 - 2014

Fund 7125	Org Code	Account Code	FY 2011-12 Actual	FY 2012-13 Estimated Actual	FY 2013-14 Recommended April 19, 2013	FY 2013-14 Adopted by BEACON Board May 2013
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EXPENDITURES

Services and Supplies

Overhead:

Insurance Premiums	9601	2072	2,801	2,899	3,500	
Membership Dues (Cal Coast)	9601	2141	2,000	2,000	2,000	
Misc Payments/Pub Ed, Travel & Conf.	9601	2159	-	2,000	3,000	
Misc Office Exp/Public Relations	9601	2179	1,664	-	1,000	
Spec Off Exp (Website, Teleph, Pub Info)	9601	2180	-	51	1,000	
Accounting Services - Co of Ventura	9601	2303	10,091	15,000	15,000	
Tech Advisor - J Bailard	9601	2304	6,859	12,000	12,000	
Proj Mgmt - COM3	9601	2305	47,903	45,000	45,000	
Attorney Services - Co of Sta Barbara	9601	2306	10,360	8,660	12,000	
Biennial Audit Services - Collins	9601	2307	-	2,700	-	
Lobbyist Svcs - Marlowe & Co	9601	2312	10,000	10,000	-	
Tech Services - SAIC	9601	2313	-	-	648	
SCCBEP Permit Renewals	9601	2319	-	-	4,000	
Kelp Anchor Permits	9601	2320	4,270	250	4,750	
Permit/Planning Fees	9601	2321	2,889	-	2,889	
Admin/Legal - Bag Ban	9601	2323	-	2,000	7,905	
Total Overhead			98,837	102,560	114,692	-

Grants - CSMMP:

CSMMP - DBAW Turb Study - SAIC	9608	2313	-	-	208	
CSMMP - Sanctuary - SAIC	9608	2314	-	-	-	
Total Grants - CSMMP			-	-	208	-

Grants - CRSMP (Ecology Study):

CRSMP - Noble	9613	2302	-	8,306	-	
CRSMP - COM3	9613	2305	875	750	-	
CRSMP - King	9613	2316	15,400	50,500	-	
Total Grants - CRSMP (Ecology Study)			16,275	59,556	-	-

Grants - RSM-FA:

RSM-FA - Noble	9614	2302	26,840	45,507	-	
RSM-FA - Contingency	9614	2302	-	-	-	
RSM-FA - Bailard	9614	2304	281	437	-	
RSM-FA - COM3	9614	2305	4,935	11,000	-	
Total Grants - RSM-FA			32,056	56,944	-	-

Project - Rincon EIR Contract (Bag Ban)

Rincon EIR Contract (Bag Ban)	9601	2322	-	56,095	-	
Total Rincon EIR Contract (Bag Ban)			-	56,095	-	-

Total Services and Supplies			147,168	275,155	114,900	-
Contingencies	9601	6101	-	-	37,187	-
Total Contingencies			-	-	37,187	-
TOTAL EXPENDITURES			147,168	275,155	152,087	-

FINANCING SOURCES

Appropriated Fund Balance			43,966	33,027	48,529	
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Interest Earnings	9601	8911	606	350	350	
Member Dues/Assessments	9601	9372	92,100	103,000	103,000	
Other Grant Revenue (Bag Ban) - Orfalea	9601	9779	-	10,000	-	
Contributions - Donations (Bag Ban)	9601	9791	-	56,000	-	
State Aid - CSMMP	9608	9161	-	-	208	
State Aid - CRSMP (Ecology Study)	9613	9161	14,673	61,158	-	
State Aid - RSM-FA	9614	9161	28,851	60,149	-	
Total Revenue			136,229	290,657	103,558	-
TOTAL FINANCING SOURCES			180,194	323,684	152,087	-
Actual / Projected Fund Balance			33,027	48,529		