

**BROAD BEACH GEOLOGIC HAZARD ABATEMENT DISTRICT**

**REGULAR MEETING AGENDA**

**Sunday April 23, 2017; 9:00 a.m.**

**Private Residence: 31030 Broad Beach Road, Malibu, CA 90265**

**Regular Session**

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Adoption of Agenda**

**Closed Session**

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

Conference with legal counsel: Discussion of County of Ventura and City of Fillmore v. City of Moorpark and Broad Beach Geologic Hazard Abatement District, Santa Barbara County Superior Court Case No. VENC100479937.

- 5) Conference With Legal Counsel; Anticipated Litigation  
(Gov. Code § 54956.9(d)(4))

In the opinion of the Board of Directors on the advice of its legal counsel, a point has been reached where, based on the existing facts and circumstances, the District is deciding whether to initiate litigation.

Facts and Circumstances: Dispute over the gap in the revetment seaward of 30822 Broad Beach Road (Magidson) and responsibility for fees and costs associated with filling the gap and related activities.

**Resumption of Regular Session: approximately 10:00 a.m.**

- 6) **Approve Summary of Actions from March 19, 2017 Meeting**

**Staff Recommendation:** Chair to conduct vote on approving Summary of Actions from March 2017 meeting. If passed, Chair to sign Summary of Actions.

- 7) **Ceremonial/Presentations**

None.

- 8) **Consent Calendar**

None.

**9) Public Hearings**

None.

**10) Old Business**

- a. Project Manager Search Update. (Project Counsel) The Board will consider a resolution appointing Ross Fryman as the Project Manager.
- b. Sand Source Update. (Project Manager and Project Counsel) Staff briefing on sand sources, and Board input sought regarding next steps.
- c. Permitting and Regulatory Process Status. (Project Counsel and Engineer) Report to include project regulatory status update, including:
  - (i) Lead Agency Update
    - (A) CCC (incl. MHMMP/Science Advisory Panel)
      - 1. Budget update including sand, Habitat Monitoring Plan costs (Project Counsel).
    - (B) Army Corps
    - (C) SLC
  - (ii) Responsible & Consulting Agency update: RWQCB, NMFS, Cal. DFW, CalTrans, etc.
- d. Permitting Outreach & Strategy Update. (Project Counsel) Report to include status update on agency advocacy, stakeholder outreach, and related matters. Consider outreach to BBGHAD owners on CDP and other permits and permit conditions.

**11) New Business**

None.

**12) BBGHAD Officer Report**

- a. Project Manager Report (Project Manager)
- b. Treasurer's Report (BBGHAD Treasurer)

**13) BBGHAD Board Member Reports**

**14) Public Comment - Non-Agenda Items**

*Communications from the public concerning matters that are not on the agenda but for which the BBGHAD Board has subject matter jurisdiction. The BBGHAD Board may not act on non-agendized matters except to refer the matters to staff or schedule the matters for a future agenda.*

**15) Future Meeting**

Next Meeting: May 21, 2017 (tentative)

Time: 9:00 a.m.

Location: TBD

**16) Adjournment**

## **ITEM 6**

### **Summary of Actions**

**Summary of Actions**  
**BROAD BEACH GEOLOGIC HAZARD ABATEMENT DISTRICT**  
**REGULAR SESSION MEETING**

**Sunday March 19, 2017; 9:00 a.m.**  
**31030 Broad Beach Road, Malibu, CA 90265**

**1. CALL TO ORDER**

The Chair called the meeting to order at 9:02 a.m.

**2. ROLL CALL**

PRESENT: Chair Norton Karno, Vice Chair Marshall Grossman, Board Members Jeff Marine, Shaul Kuba and Bill Curtis (arrived at 9:05 a.m.).

ABSENT: N/A

BBGHAD STAFF ALSO PRESENT: Clerk/Treasurer Heike Fuchs and Project Counsel Ken Ehrlich.

**3. ADOPTION OF AGENDA**

The Chair recognized Project Counsel, who reported that the Agenda was posted on March 16, 2017 before 9:00 a.m. within the BBGHAD boundaries and concurrently posted on the BBGHAD website. The Chair recognized Vice Chair, who moved to adopt the Agenda as presented. Board Member Marine seconded the Motion, and the Motion passed 4-0 (Board Member Curtis not yet present).

**Closed Session**

At 9:03 a.m. the Chair announced, without objection, that the Board would move into Closed Session.

**Resumption of Regular Session**

The Chair resumed Regular Sessions at approximately 10:35 a.m., and a report was given on Closed Session items.

**6. APPROVE SUMMARY OF ACTIONS FROM FEBRUARY 26, 2017 MEETING**

The Chair recognized Board Member Marine, who moved to approve Summary of Actions from February 26, 2017 incorporating minor edits on pages 5 and 6 as stated by Project Counsel. The Chair recognized the Vice Chair, who requested to edit a sentence at the bottom of page 3, paragraph 6 to accurately reflect the statement made. Board Member Marine modified

his Motion to include the edit suggested by the Vice Chair. Vice Chair seconded the Motion, and the Motion passed 5-0.

## **7. CEREMONIAL/PRESENTATIONS**

None.

## **8. CONSENT CALENDAR**

None.

## **9. PUBLIC HEARINGS**

None.

## **10. OLD BUSINESS**

### **a. Permitting and Regulatory Process Status.**

#### **(i) Lead Agency Update**

##### **(A) CCC (and Science Advisory Panel)**

##### **1. Budget update including sand, Habitat Monitoring Plan costs**

The Chair recognized Project Counsel, who reported that the Board Packet includes the regular permitting summary and a more detailed deliverables status list prepared by Moffatt & Nichol. Project Counsel further reported that the CCC committed prompt comments on the most recent Marine Monitoring and Mitigation Plan (MHMMP or Habitat Plan) by next week. Project Counsel stated that, after the MHMMP is approved, the BBGHAD anticipates circulating a Request for Proposal (RFP) for at least 3 (three) competing bids for the sampling specified in the final MHMMP. Project Counsel further summarized the remaining open issues with the CCC, stating that all prior to issuance reports have been submitted to the CCC except for the testing of the sand, which will be submitted as soon as the sand source has been finalized by the BBGHAD.

##### **(B) Army Corps**

The Chair recognized Project Counsel, who reported on numerous contacts with the Army Corps in recent weeks, including a conference call involving Congressman Lieu and staff. Project Counsel reported that the Army Corps committed to completing the BBGHAD's permitting process by the end of June 2017 provided that the BBGHAD confirms the sand source for the Project within the next couple of weeks. Project Counsel added that the RWQCB participated in the conference call with congressman Lieu's office and confirmed a schedule identical to that of the Army Corps. State Senator Stern's office also participated in the conference call.

The Chair recognized Project Counsel, who gave a brief overview of the costs, logistics and risks associated with the various sand sources and also presented a container of sand

provided by Polaris to compare the color to two (2) separate containers of native Broad Beach sand. Project Counsel further added that two (2) meetings will occur in the next week with BBGHAD staff, Board Members Marine and Curtis, and potential sand suppliers. The Board discussed the pros and cons of the costs, different methods of delivery and timing of the sand sources. Project Counsel asked the Board for guidance regarding deadlines to give sand suppliers. The Chair directed Project Counsel to notify all potential suppliers that they have a two (2) weeks deadline to submit their proposals.

(C) SLC

No separate report.

(ii) Responsible & Consulting Agency update: RWQCB, NMFS, Cal. DFW, CalTrans, etc.

b. Permitting Outreach & Strategy Update.

The Chair recognized Project Counsel, who reported that, for the last two (2) weeks, the Malibu West Community, lead by Mikke Pierson (a City Planning Commissioner), appeared before the Malibu City Council inquiring about the BBGHAD Project and advocating that the Malibu City Council hold a hearing on the Project. Project Counsel stated he met with Mr. Pierson to discuss the Project and address the stated concerns. Project Counsel stated that there appears to be a disconnect as to the facts of the Project, and he subsequently contacted all Malibu City Council members to clarify facts about the Project.

The Chair recognized Mikke Pierson, who stated that the majority of the Malibu West residents, other Malibu residents and some members of the Malibu City Council are less than optimistic that the Project will materialize in a timely manner. Mr. Pierson added that a concern exists about truck traffic from the anticipated 20,000 truckloads of sand to the Zuma Beach parking lot. Mr. Pierson further opined that the majority of Malibu West residents that they do not receive benefits equal to other Broad Beach owners due to the location of Malibu West's septic system (in parking lot) and the CCC's rejected of Malibu West's request for a rock revetment. Mr. Pierson stated that the ocean waters have been flooding the Malibu West parking lot for the past two (2) years, potentially putting the Malibu West club at risk. Mr. Pierson stated that Malibu Swim intends to hire an engineer to solve the problem. Mr. Pierson opined that the Project would benefit from presenting an update to the Malibu City Council.

The Chair recognized Vice Chair, who thanked Mr. Pierson for his comments. Vice Chair further stated that the BBGHAD has always valued the relationship with Malibu West and offered BBGHAD's assistance in further pursuing a revetment if needed. The Vice Chair supported the request to brief the Malibu City Council.

c. Project Manager Search Update.

The Chair recognized Project Counsel, who reported that BBGHAD staff and Board Member Marine met with representatives from Shangri-La Construction and received a revised proposal, asking for additional monies during the construction phase. Project Counsel added that

Board Member Kuba also recommended another candidate if Shangri-La is not the appropriate candidate. Project Counsel recommended entrusting Board Members Kuba and Marine to finalize the terms with one of the Project Manager candidates.

The Chair recognized Vice Chair, who requested Project Counsel to conduct a background check of all candidates under serious consideration. The Chair recognized Board Member Marine, and details of the terms and the potential Project manager candidates were discussed.

MOTION: The Chair recognized Vice Chair, who moved to authorize Board Members Marine and Kuba to: a) screen Project Manager candidates, b) determine a qualified candidate(s), c) offer the preferred candidate \$10,000.00 per month for the pre-construction phase and \$25,000 per month during Project construction (subject to a written Independent Contractor Agreement, if the BBGHAD Board determines such a contract to be in the BBGHAD's best interest), and d) complete the hiring of a new Project Manager, subject to Board confirmation. Board Member Curtis seconded the Motion. Hearing no further debate, the Chair called the question. The Motion passed 5-0.

## **11. NEW BUSINESS**

None.

## **12. BBGHAD OFFICER REPORT**

### **a. Treasurer's Report**

The Treasurer reported that, as of March 14, 2017, the BBGHAD's cash balance was \$2,358,243.40 and the unpaid bills amounted to \$436,809.77. The Chair instructed the Treasurer to carry forward the actuals with year to date to 2017. The Chair recognized Max Factor, who asked for clarification on the 2011 receipts transferred from the Fair Share account before 2011. The Chair directed the Treasurer to reconcile the numbers.

## **13. BBGHAD BOARD MEMBER REPORTS**

The Chair reported that the Trancas Property Owner's Association (TPOA) asked the BBGHAD to sign a demand note for the \$750,000 loan made to the BBGHAD. The Chair stated that after reviewing the draft note, he is not comfortable signing the note, as currently formulated, as it calls for the note to be paid upon demand.

The Chair recognized Vice Chair, who gave background information on this issue and stated that the requested document does not need to be a demand note, but rather for the BBGHAD to recognize the debt to the TPOA. The Chair suggested to having the TPOA send a request for confirmation of the loan to the GHAD stating that \$750k was borrowed, is non-interest bearing, and that the BBGHAD's intent is to repay the \$750K loan when its budget allows. The Chair recognized Vice Chair, who directed Project Counsel to draft this document on behalf of the TPOA, for the Chair and Vice Chair's approval.

#### **14. Public Comment - Non-Agenda Items**

No comments.

#### **15. Future Meeting**

The Chair stated that the next BBGHAD meetings are scheduled for April 23, 2017, and, tentatively, May 21, 2017 both at 9:00 a.m., locations to be determined.

#### **16. Adjournment**

Board Member Marine moved, and Vice Chair seconded, to adjourn the meeting. The Motion passed 5-0, and the meeting adjourned at 12:08 p.m.

Approved and adopted by the Broad Beach GHAD  
Board on \_\_\_\_\_, 2017

\_\_\_\_\_  
NORTON KARNO, Chair

ATTEST:

\_\_\_\_\_  
HEIKE FUCHS, Clerk

## **ITEM 10a**

- Proposed Draft - Independent Contractor Agreement
- Proposed Draft - Resolution No. 2017/02

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into as of this \_\_\_\_\_ day of April 2017, by and between the Broad Beach Geologic Hazard Abatement District ("BBGHAD"), on one hand, and Fryman Management and Ross Fryman (collectively, "Contractor"), on the other.

A. The BBGHAD is a political subdivision of the state of California, governed by state law (Pub. Res. Code §§ 26500 *et seq.*), and constitutes a legal entity separate and distinct from other municipal or public entities, with independent operations. The BBGHAD has also enacted a Plan of Control and Engineer's Report, and the property owners of the BBGHAD have approved an assessment, to permit, construct, and maintain a beach nourishment and dune restoration project at Broad Beach in Malibu, CA ("Project"). The BBGHAD desires to engage Contractor on an as-needed basis to perform Project Management services in connection with the Project.

B. Contractor desires and agrees to perform such services for the BBGHAD in accordance with this Agreement.

C. NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the BBGHAD and Contractor agree as follows:

1. Independent Contractor Status. The recitals in paragraphs A-C above are incorporated by this reference. The parties agree and intend that this Agreement calls for Contractor to provide Project Management services for the BBGHAD as an independent contractor. Contractor is not an employee of the BBGHAD and will not be considered an employee of the BBGHAD for any purpose. It is mutually understood and agreed that no work, act, commission or omission of any act by Contractor pursuant to the terms and conditions of this Agreement shall be construed to make or render the Contractor an employee of the BBGHAD. Furthermore, Contractor shall be entirely liable for his or her own debts and obligations and shall not, under any circumstances, hold him or herself or any of his or her employees out to be employees of the BBGHAD.

2. Independent Contractor to Control Performance. The BBGHAD shall have no right or authority to direct or control Contractor or his employees with respect to the performance of Contractor's duties under this Agreement, or with respect to any other matter, except as otherwise provided by this Agreement. It is understood and agreed that the BBGHAD is interested only in the results to be achieved by Contractor under this Agreement; the manner and method of performing all duties and services as Contractor under this Agreement and achieving the desired results shall be under the exclusive control of Contractor. It is further understood that Contractor is free to contract with other companies to sell their products and/or services and/or provide consulting services.

3. Duties of Contractor. Contractor agrees to perform any and all lawful Project Management services requested or required of Contractor by the BBGHAD in connection with the Project, and agrees to perform such services in a manner consistent with generally accepted methods, procedures and ethical standards applicable to his profession. Among other

duties, the Project Manager shall: 1) manage the Project's commercial and administration aspects, including extensive coordination with the Board of Directors, Project Engineer, and counsel; 2) solicit and review construction bids and sand transportation alternatives for the Project; 3) implement and maintain the Project in accordance with applicable laws and permits, and 4) attend and participate in monthly BBGHAD Board meetings on-site (typically Sundays). The BBGHAD is free to assign or not to assign work to Contractor at its sole discretion, and nothing in this Agreement shall be deemed to require the BBGHAD to utilize Contractor on any specific task or assignment.

4. Term of Agreement. This Agreement shall commence and become effective on April 10, 2017 and shall continue until terminated by either party who may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party.

5. Compensation.

a. Contractor shall bill and be compensated by the BBGHAD for services rendered under the terms of this Agreement at a rate of \$10,000 per month for non construction time periods and \$20,000 during construction periods. Contractor shall invoice the BBGHAD for such services on a monthly basis, and not later than fifteen (15) days following the end of a month when services were provided. Should either party terminate Contractor's services prior to the completion of a full month in a non-construction time period, the pro-rata share of that month's payment shall be owed to Contractor, at the rate of \$60.00 per hour worked based on an assumption of one hundred sixty-six point six-seven (166.67) hours per month. For added clarity: (a) if Contractor shows that he worked 100 hours during the month of his termination in a non-construction time period, Contractor would be owed \$6,000 ( $100 \times 60$ ) = \$6,000; and (b) if the contractor shows that he worked the full 166.67 hours prior to termination in the month in which he is terminated, then he shall be paid the full monthly amount for that month.

b. Contractor acknowledges that, as an independent contractor, he is not entitled to and will not receive any overtime compensation or benefits which the BBGHAD may otherwise provide to its employees, including but not limited to medical insurance, life insurance, profit sharing or other retirement benefits, workers' compensation and employment insurance.

c. Contractor acknowledges that, as an independent contractor, Contractor will be solely liable for any taxes or other payments which may be required by federal, state or local law to be deducted from any payments made to Contractor by the BBGHAD under this Agreement.

6. Place of Performance of Services. The services to be performed under this Agreement shall be performed at Broad Beach or at other locations, as appropriate.

7. Materials and Equipment. All materials and equipment required by Contractor to perform the services under this Agreement shall be furnished by Contractor at his expense.

8. Insurance. Contractor shall, at his own expense, carry adequate workers' compensation and automobile insurance, to fully protect both Contractor and the BBGHAD from any and all claims and damages which may arise from the performance of this Agreement.

9. Contractor Representations. Contractor represents that he or she will not divulge, disclose or use during the rendering of services to the BBGHAD any trade secret and/or confidential information acquired by Contractor at a prior place of employment or with a prior party with whom he has had an independent contractor relationship.

10. Injunctive Relief. In the event Contractor breaches any of the provisions, covenants or promises set forth in Paragraphs 9, in addition to other relief to which the BBGHAD may be entitled under Paragraph 9 of this Agreement, or other provisions of this Agreement, the BBGHAD shall also be entitled to injunctive relief from a court of competent jurisdiction, enjoining the Contractor, his or her agents, attorneys, and all others acting on his or her behalf from any further actions in breach of this Agreement.

11. Indemnification of BBGHAD. Contractor shall defend and indemnify the BBGHAD against any and all liability or loss against all claims or actions based upon or arising out of injury to, or death of persons, or damage to or loss of property, caused by acts or neglect of Contractor, his or her employees or agents in connection with the performance of services under this Agreement.

11. Arbitration. Contractor and the BBGHAD agree that any controversy or claim concerning this Agreement or the breach thereof, including whether such controversy or claim is arbitrable, will be settled by arbitration. The arbitration proceedings shall be conducted under the applicable rules of the Judicial Arbitration and Mediation Services ("JAMS") or its successor in effect at the time the demand for arbitration under the rules has been made. The decision of the arbitrator, including determination of amount of any damages suffered, shall be exclusive, final and binding on both parties, their respective heirs, legal representatives, successors and assigns. The arbitrator will be selected in accordance with the rules of JAMS. Each party shall bear its/her own expenses in the arbitration for arbitrators' fees and attorneys' fees, and for expert testimony. Other arbitration costs, including administrative fees and fees for records and transcripts, shall be borne equally by the parties.

12. Prior Agreements Between BBGHAD and Contractor. This Agreement represents the entire agreement between the BBGHAD and Contractor. It is the intention of the parties that this Agreement supersedes any and all prior verbal or written agreements or understandings between them.

13. Governing Law. This Agreement shall be governed by the laws of the State of California.

Fryman Management

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Ross Fryman

Broad Beach Geologic Hazard Abatement District

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RESOLUTION NO. 2017/02**

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**RESOLUTION APPOINTING ROSS FRYMAN AS PROJECT MANAGER AND  
AUTHORIZING THE BBGHAD CHAIR TO NEGOTIATE AND ENTER INTO  
NECESSARY CONTRACT WITH ROSS FRYMAN**

**WHEREAS**, on September 12, 2011, the Malibu City Council adopted Resolution No. 11-41, approving and ordering the formation of the Broad Beach Geologic Hazard Abatement District (BBGHAD), as a distinct and separate legal entity from the City and appointing an initial five-member Board of Directors ("BBGHAD Board"); and

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

**WHEREAS**, pursuant to Public Resources Code §§ 26584 and 26585, the BBGHAD Board must appoint a Clerk and a Treasurer; and

**WHEREAS**, pursuant to Public Resources Code § 26586, the BBGHAD Board may appoint other officers, staff, and consultants to assist in managing and effectuating the functions of the BBGHAD, and delegate to such officers, staff, and consultants such powers as may be appropriate under the circumstances; and

**WHEREAS**, pursuant to Public Resources Code § 26579, the BBGHAD may enter into contracts and agreements with a private organization or person to carry out the purposes and mission of the BBGHAD; and

**WHEREAS**, the BBGHAD's Project Manager resigned in or about August 2016; and

**WHEREAS**, Ross Fryman is qualified to serve at the pleasure of the BBGHAD Board as Project Manager based on his logistics, transportation, general contracting management, and other business experience, and

**THE BBGHAD BOARD OF DIRECTORS HEREBY RESOLVES THAT:**

1. Upon the enactment of this Resolution, Ross Fryman is appointed to serve as Project Manager and shall serve in accordance with existing and future limitations and controls as enacted by the BBGHAD Board and subject to executing a compensation agreement with the BBGHAD as provided below.

2. The BBGHAD Board authorizes the Project Manager, in coordination with the BBGHAD Engineer, Project Counsel, BBGHAD staff and consultants, to : a) manage the Project's commercial and administrative aspects, including extensive coordination with Board of Directors and counsel; b) lead the BBGHAD's solicitation, negotiation, and review of contracts necessary to facilitate Project construction, monitoring, and mitigation; c) attend and participate in monthly BBGHAD board meetings on-site (typically Sunday) as necessary; and d) complete other reasonable tasks and matters as directed by the BBGHAD.

3. On behalf of the BBGHAD Board, the Chair, or another BBGHAD Board Member designated by the Chair, is authorized to negotiate and execute an independent contractor compensation agreement with Ross Fryman for his services as Project Manager.

4. The BBGHAD Project Manager shall sit and serve at the pleasure of the BBGHAD Board. The Project Manager represents the BBGHAD as an entity and does not represent any individual employee, officer, consultant or BBGHAD Board Member.

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

DATED: April \_\_, 2017

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NORTON KARNO, Chair

I, Heike Fuchs, Clerk of the Broad Beach Geologic Hazard Abatement District, certify that the foregoing resolution was duly adopted by the Board of Directors of the District at a regular meeting held on the 23rd day of April 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Clerk of the BBGHAD Board

## **ITEM 10b**

### **Sand Source Evaluation Chart**

BBGHAD- Sand Source Evaluation Chart as of 4/23/17

	<b>Calleguas</b>	<b>Polaris</b>	<b>CEMEX Quarry- BBGHAD transport</b>	<b>CEMEX Quarry- CEMEX transports</b>	<b>Grimes Quarry- 1/17</b>
Additional Permitting	-USACE to permit extra excavation; 1-2 months from request (county responsible); -CDP amendment- 3-4 months from permit app. - Project Description to be modified	-CDP amendment needed. 4-5 months from permit app. - 2 weeks for prep of CDP amend. app. and new Project Description .	None.	None.	
Project Start-Best Estimate	Nov.-Dec. 2017	Nov.-Dec. 2017	Sept. 2017	Sept. 2017	
Challenges	- Insufficient volume (180k-200k/cy only) - Unproven sand preparation - Organics tough to remove - Production stops in rain	- Unapproved sand. -Unproven transport and delivery system - Permitting time & effort - Polaris' proposed marine contractor – weak link. -Requires significant contractor coordination.	- Most expensive sand. - Trucking impacts and logistics	- Most expensive sand. - Trucking impacts and logistics (borne by CEMEX in this alternative)	

## **ITEM 10c**

# **Broad Beach Restoration Project Status Report**

## **BROAD BEACH RESTORATION PROJECT STATUS REPORT – April 23, 2017**

### **CALIFORNIA COASTAL COMMISSION (CCC)**

- *Jurisdiction: Coastal Development Permit (CDP)*
- 10/9/15: **CDP with condition modifications approved at CCC hearing.**
  - BBGHAD proposed revetment alignment (Alt 4C) accepted.
  - Public access compromise identified.
- Notice of Intent and Final Condition language dated 1/11/16 and received 1/29/16
- Matrix prepared for "Prior to Issuance" conditions; proposed completion: Fall 2016
- 6/26/16: CCC/SAP rejects BBGHAD monitoring proposal and cancels nourishment for 2016/17.
- 8/23/16: Meeting with CCC staff re SAP progress, definition of "impacts", and MHMMP
- 9/21/16: BBGHAD submits CCC staff-mandated MHMMP
- 10/13/16: BBGHAD submits BBGHAD biologist-recommended MHMMP
- 10/17/16: Meeting with CCC staff re scope of MHMMP
- 1/23/17 & 2/14/17: Meetings with CCC staff re MHMMP
- 2/24/17: BBGHAD submission of latest draft MHMMP;
- 3/20/17: CCC staff & other comments received; BBGHAD initiates change in MHMMP lead.
- 4/27/17: Anticipated BBGHAD submittal of next MHMMP draft, reflecting SAP and staff input.

### **CALIFORNIA STATE LANDS COMMISSION (CSLC)**

- *Jurisdiction: Lease and certification of APTR*
- September 11, 2015: CSLC issued letter deeming the BBGHAD application (in support of updated project Alt 4C) incomplete.
- 2/9/16: BBGHAD response to SLC lease letter sent.
- 5/20/16: Mtg with SLC staff
- August 9, 2016: **SLC approved Project and Lease**

### **US ARMY CORPS OF ENGINEERS (USACE)**

- *Jurisdiction: National Environmental Policy Act (NEPA) Compliance and certification; Section 10 and 404 permits*
- Degree of NEPA compliance: Unknown. BBGHAD advocating for EA.
- Public Notice process complete.
- November 5, 2014: USACE initiated contact with tribal communities re cultural resource issues. USACE to submit cultural records search results to SHPO.
- August 5, 2015: Team submitted 404b(1) alternatives analysis to USACE; supplemented Jan 2016 in response to questions posed in 10/15.
- September 21, 2015: USACE initiated formal consultation with USFWS.
- November 2015: Cultural investigation records search and pedestrian survey requested by USACE completed.
- 2/15/16: BBGHAD received Draft Biological Opinion from USFWS.
- 3/18/16: Technical Decision Makers meeting with Congressman Ted Lieu and Colonel Gibbs.
- June 2016: Revetment mitigation negotiations complete; ACE begins participating in SAP.

- 7/11/16: NMFS issues letter re incomplete EFH consultation; BBGHAD response in process.
- 8/11/16: Meeting with senior USACE staff re finalizing permitting process; staff confirmed altvs. complete.
- 9/2/16: BBGHAD submitted response to 7/11/16 NMFS letter.
- 9/4/16: BBGHAD submitted draft EA to Army Corps.
- 9/16/16: Revised Biological Opinion issued
- 11/14/16: Final Biological Opinion issued
- 11/22/16: BBGHAD submitted supp. revetment alternative (4B) analysis requested by USACE
- 1/24/17: BBGHAD submitted Compensatory Mitigation Plan as requested by USACE staff.
- 2/23/17: BBGHAD received federal feedback; anticipated 1 week turnaround to implement feedback.
- 3/8/17: On conf call with Cong. Lieu, USACE commits to June 2017 permit issuance provided BBGHAD timely commits to sand source.

#### REGIONAL WATER QUALITY CONTROL BOARD (RWQCB)

- *Jurisdiction: 401 certification and, potentially, waste discharge requirements (WDRs)*
- Jan. 2016: BBGHAD submitted draft Water Quality Certification. RWQCB staff review in progress.
- July 2016: BBGHAD contacted EO to expedite review and processing.
- October 2016: RWQCB staff seeks mitigation framework (identical to USACE) and anticipates 1Q 2017 certification.
- 3/8/17: On conf call with Cong. Lieu, RWQCB commits to June 2017 permit issuance provided BBGHAD timely commits to sand source.

#### CALTRANS

- *Jurisdiction: Encroachment permit for temporary traffic signal on PCH*
- Requires full engineering of the signal, a deceleration lane, an access to the west Zuma lot, and an egress point out of the west Zuma lot.
- 11/14/14: Permit package issued. Permit to be revised based on latest traffic plan.
- 2/23/17: Conceptual approval from CalTrans subject to BBGHAD re-submittal with minor modifications.

#### LA COUNTY DEPT OF BEACHES AND HARBORS

- *Jurisdiction: Owner of Zuma Parking Lot 12 (Project Staging Area); BBGHAD needs Right of Entry Permit to use parking lot; LACDBH also coordinates with Caltrans and City of Malibu on traffic issues.*
- Right of Entry Permit Application to be submitted. GHAD Counsel advised holding off on submitting LA County permit application until dates of construction are better defined (dependent on timing of all other permits).
- Permit pending progress w/CCC and USACE.

#### CITY OF MALIBU

- Once construction start date solidified, will coordinate re traffic permits etc.

748574v1

## CONSULTING AND COORDINATING AGENCIES

National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW), & SM Bay Restoration Commission (SMBRC)

- *Jurisdiction: No discretionary permits, but consult with and provide input to permitting agencies.*
- NMFS: Essential Fish Habitat consultation pending; BBGHAD response submitted 9/2/16.
- CDFW: Responsible for Marine Protective Areas (MPAs), including that off Broad Beach. Rep. part of SAP group. Concerned with Project effects on MPA - subtidal, intertidal, and turbidity. .
- Table below shows primary concerns with selected agencies:

Agency	Next Action	Concern
USACE	Formal consultation by NMFS and CDFW.	NEPA : Possibility that EIS will replace EA; ACE agreeable to integrating mitigation into adaptive management program; EFH pending; NMFS appears compliant w/EFH.
CCC	Submittal of final design reports prior to permit issuance.	Substantial liaison with Science Advisory Panel (SAP) required to finalize monitoring and dune plans prior to permit issuance.
SLC	Review of final Project (Alt 4C) items	Approved 8/9/16.
RWQCB	APTR review	Potential for request of RWQCB-specific additional info.

## PERMIT SCHEDULE STATUS AS OF 3/19/17

AGENCY	ACTION	DURATION ESTIMATE	COMPLETION DATE (earliest possible)
CCC	Commission consideration	1 day	October 9, 2015. CDP approved.
	Review/Negotiation of Permit Conditions/SAP	5-6 months	Fall 2016/Early 2017
	BBGHAD completion of "Prior to Issuance" Conditions	5-6 months	March 2017? Dependent on finalizing sand source
	Permit Issue	1-2 months	1Q-2Q 2017
SLC	Lease App. Completeness Notice	1 month	November 13, 2015
	Lease Negotiations	3 months - ongoing	N/A
	Commission consideration	1 day	Approved: 8/9/16
	Issue Final Lease	1 month	Fall 2016
	Lease Signature	1 week	Fall 2016
USACE	Submit 404b(1) alternatives analysis	2 months	August 5, 2015; supp 1/16/16 & 11/16 <b>SUBMITTED &amp; COMPLETE</b>
	End formal biological consultations with CDFW re snowy plover	120 days (legal maximum)	Final Biological Opinion issued 11/14/16
	Finalize EA <sup>1</sup>	2 months	June 2017 <sup>2</sup>

<sup>1</sup> Longer duration if EIS is required.

	Issue Draft Permit	1 week	June 2017
	Review/Negotiation of Draft Permit Conditions	2 weeks	May-June 2017
	Issue Final Permit	1 week	June/July 2017 <sup>3</sup>
<b>RWQCB</b>	Submit draft 401 Certification	3 weeks	January 2016
	Negotiate 404/WDRs	2 month	2Q2017
	RWQCB approval of 404/WDRs	1-2 months	June/July 2017
<b>CALTRANS</b>	Encroachment Permit	4.5 months	November 2014 <b>ISSUED</b> March 2017- reissuance as modified
<b>LA COUNTY</b>	Parking Lot Permit	1 month	Unknown
<b>CITY MALIBU</b>	Traffic/signal approvals	Unknown	3Q2017

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<sup>2</sup> Timing dependent on finalizing monitoring and mitigation plan.

<sup>3</sup> Timing dependent on finalizing monitoring and mitigation plan.

## **ITEM 10c**

- Rincon counter proposal to complete technical portions of MHMMP.
- Moffatt & Nichol to complete technical, conforming edits to chapters other than 4 & 5.
- BBGHAD staff recommends deletion of Section 7.0 (indemnification) for this scope of work. Otherwise, recommended.



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
Ventura, California 93003

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April 10, 2017  
Project No: 17-03843

Kenneth A. Ehrlich, Elkins Kalt Weintraub Reuben Gartside LLP  
2049 Century Park East, Suite 2700  
Los Angeles, California 90067

**Subject: Broad Beach Restoration Project Marine Monitoring and Mitigation Plan  
Malibu, California**

Dear Mr. Ehrlich:

Rincon Consultants, Inc. (Rincon) is pleased to submit this scope of work and cost estimate to the Broad Beach Geologic Hazard Abatement District (BBGHAD) to revise the Broad Beach Restoration Project Marine Monitoring and Mitigation Plan (Monitoring Plan) to aid in achieving approval of this plan from the California Coastal Commission. The amendment of the monitoring plan would be solely focused on compliance with Coastal Development Permit (CDP) 4-15-0390 Section III Special Conditions 6 and addressing the methodological and analytical concerns of the CCC and Science Advisory Panel (SAP) comments on the plans March 17, 2017 draft. The scope of services included in this cost estimate are described in further detail below and were based on Rincon's multiple conversations with Mr. Ehrlich from January 25, 2017 to the present as well as emails and attachments provided by Mr. Ehrlich to date. Rincon understands that all information and communication regarding the subject project is confidential and discussions pertaining to the process and/or status of the Project shall remain internal to Rincon participating scientists until otherwise notified.

### Scope of Services

#### **Task 1. Review and Amend the February 2017 Draft Monitoring Plan**

Rincon proposes to conduct a detailed review and amendment of Chapter 4 and 5 as well as a general consistency review and amendment, conducted in conjunction with Moffatt and Nichol Inc., of the entire Draft Monitoring Plan (February 2017 and March 2017, as submitted by the BBGHAD, and commented on by the permitting agencies) with the goal of obtaining acceptance of a Monitoring Plan that meets the terms and conditions of CDP 4-15-0390 Section III Special Conditions 6 (Long Term Marine Resources Monitoring, Reporting and Mitigation Plan) and the Army Corps of Engineers. The amendments will reduce the habitat mapping sections of the Monitoring Plan to present a more succinct approach to remote data collection and specifically include field ground-truthing methods to validate the habitat mapping efforts. Additionally, Rincon will present clear and defined methods for conducting intertidal and subtidal monitoring of habitats and communities incorporating standardized and previously used sampling methods. Method sections will describe in detail the type and number of sampling transects, quadrats, and species to be examined in each of the various habitats including the use of experienced biologists, in situ data collection, approach to assuring analytical power, and approach for detection of adverse impacts associated with the beach nourishment portion of the project. Rincon will also review and amend the Monitoring Plan to describe and define thresholds at which analysis would provide for reduced sampling effort and/or elimination of redundant reference sites if specific metrics are obtained. The review and amendment will be conducted primarily by Rincon's Marine Resources Manager, Derek Lerma and Dr. Robert Miller, Senior marine scientist. As part of the final deliverable Rincon will

provide the BBGHAD and/or Moffat & Nichol Inc. revised sections of the Plan intended to meet the terms and conditions of CDP 4-15-0390 Section III Special Conditions 6 (Long Term Marine Resources Monitoring, Reporting and Mitigation Plan) and gain approval from the CCC, Army Corps of Engineers, and other permitting agencies. Please note that Rincon will provide only limited (less than 10 hours) time towards making consistency revisions to Sections 1-3 of the Plan, such time intended to be only as needed to finalized the Monitoring Plan. Approximately **100 hours** are estimated for the completion of this task.

## **Task 2 Meetings and Communications**

Rincon scientists anticipate the need to directly communicate with the CCC and SAP to help assure comments are adequately addressed and monitoring strategies meet analytical goals. Mr. Lerma and Dr. Miller would initially develop a framework of the proposed sampling methods and analytical approach for presentation to the GHAD, CCC and SAP for concurrence prior to full implementation. Rincon intends to work interactively with the GHAD, GHAD existing consultants, CCC, SAP, and the USACE to assure a streamlined process to obtaining approval of an acceptable Monitoring Plan. Approximately **20 hours** are estimated for this task.

### Cost Estimate

Work will be conducted on a time and material basis and will be billed monthly based on the individual labor rates of the participating scientists. Overall the total budget for completion of this scope of services is \$18,000. We anticipate that this amount will be sufficient to achieve the goal of Monitoring Plan approval. Rincon will not exceed this budget without prior written approval from the BBGHAD.

### **Labor Rates**

<b>Name</b>	<b>Title</b>	<b>Labor Rate</b>
Steve J. Hongola	Principal-In-Charge	\$205/hr
Derek Lerma	Marine Resources Manager	\$155/hr
Dr. Robert Miller	Senior Marine Scientist/Statistician	\$175/hr
Jaime McClain	Marine Scientist	\$95/hr
Marcus Klatt	GIS Specialist	\$125/hr

We appreciate your consideration of Rincon for this assignment and welcome the opportunity to meet with you to further discuss this proposal. This offer will remain in effect for a period of 30 days from the date of this proposal. Please provide us with an engagement letter to authorize work on this project. We understand that all work will be performed under a contract between Rincon Consultants, Inc. and the BBGHAD, and have attached a contract that may be used for that purpose. We also request a \$5,000 retainer from BBGHAD at the time of contract approval to initiate this work effort. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,  
**RINCON CONSULTANTS, INC.**



Derek Lerma  
Marine Resources Manager



Duane Vander Pluym, D.Env.  
Vice President



## **RINCON CONSULTANTS, INC.**

### **GENERAL CONTRACT FOR PROFESSIONAL SERVICES**

Rincon Consultants, Inc. is pleased to offer this contract for professional services. This Agreement for Consulting Services (“AGREEMENT”) is made and entered into in the County of Ventura, State of California, by and between Broad Beach Geologic Hazard Abatement District (BBGHAD) (“CLIENT”), and Rincon Consultants, Inc. (“Rincon”). The following sections describe the terms and conditions under which our services will be provided. Rincon Consultants, Inc. is founded on the principle of building sound, long-standing relationships with our clients where client/consultant responsibilities are well understood. We have found that these mutual understandings coupled with good communication are critical ingredients to successful project execution.

#### **1.0 SCOPE OF SERVICES**

The scope of services, hereinafter referred to as SERVICES, covered by this AGREEMENT is specified in our proposal number 17-03843 dated March 24, 2017, which is herein incorporated into this AGREEMENT.

#### **2.0 RISKS AND RESPONSIBILITIES**

The client understands that there are risks and responsibilities that the CLIENT will maintain during the execution of the project by Rincon. These risks include:

##### **2.1 Toxic and Hazardous Materials**

In the event that Rincon is performing work at CLIENT work locations, CLIENT will provide to Rincon all of the information that CLIENT has pertaining to the presence or possible occurrence of toxic or hazardous substances at the site being investigated. If unanticipated toxic or hazardous materials are encountered during the course of our work, we reserve the right to demobilize our equipment and personnel from the field at the CLIENT’s expense. Remobilization will occur following an appraisal of the field conditions by our site safety coordinator and the CLIENT’s acceptance of the proposed safety measures and fee modification.

##### **2.2 Right of Entry**

Unless otherwise agreed, CLIENT will furnish right of entry and obtain the permits necessary for Rincon to conduct its field work.



## **2.3 Damage to Property**

Rincon will take reasonable precautions to minimize the damage to land or other property caused by the execution of the field work. The cost to repair any damage is not included in the fee for this project. If the CLIENT wishes that the damages be repaired or that we pay for the damages, we will undertake the repairs and add the cost plus administrative charges to our fee for the project.

## **2.4 Utilities and Pipelines**

During the course of our field work, we will take precautions to avoid damaging above ground or subterranean or subaqueous structures, utilities, or pipelines. It is the responsibility of the CLIENT to mark the presence of subterranean structures, pipelines, or utilities prior to us performing any subterranean exploration or sampling. CLIENT agrees to hold Rincon and its officers, agents, employees, and subcontractors harmless for any damage to such structures, pipelines, or utilities that are not called to our attention and accurately identified to us prior to the commencement of field work.

## **3.0 LIABILITY**

Rincon's liability to CLIENT for damages or injury to property or persons arising out of work performed for CLIENT and for which legal liability may be found to rest upon us will be limited to our available general liability insurance coverage. CLIENT and Rincon agree to a mutual waiver of consequential damages that may occur as a result of the work performed.

## **4.0 WARRANTY**

In performing the requested work scope, Rincon will strive to conduct such work in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions and in the same locality. No warranty, either expressed or implied, is made or intended by our proposal, contract, reports, or any other oral or written communication.

CLIENT acknowledges that conditions on a site may vary across the site and over the course of time. Our interpretations and recommendations are based solely on data collected at specific locations on a site and at the time collected. Field data collected may not be fully representative of site conditions. CLIENT acknowledges the limitations inherent in any limited sampling program. Rincon will be responsible for our data, interpretations, and recommendations. Rincon shall not be responsible for the interpretation by others on the information developed. CLIENT agrees to hold Rincon harmless for any inverse condemnation or devaluation of said property that may result if Rincon's report or information generated during our performance of services is used for other purposes. Also, this information is issued with the understanding that it

*BBGHAD*

*Rincon Job No. 17-03843*



is to be used only in its entirety, and the CLIENT may not reference this report unless it is used in this manner.

Rincon does not guarantee the accuracy of possible or probable costs associated with planning or environmental services or regulatory compliance that may be estimated. Such estimated costs are only Rincon's judgment as a professional corporation and, if furnished, are to be used only for CLIENT's general guidance.

## **5.0 INVOICES AND PAYMENT**

Payment for all services is due and payable on completion of services rendered. Payment is due upon receipt of the invoice or as otherwise specified in the proposal for this project. The invoice is considered past due if not paid within 60 working days from the specified due date. If the CLIENT objects to all or any portion of the invoice, the CLIENT shall so notify Rincon within 60 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. If CLIENT fails to pay undisputed invoiced amounts within 60 calendar days from the invoice due date, Rincon may then and at any time, without waiving any claims or incurring any liability, suspend this agreement. All claims, disputes or controversies arising out of, or in connection with the interpretation, application, or enforcement of this agreement shall be decided by arbitration in accordance with the then most current rules of the American Arbitration Association. Any attorney's fees or other costs incurred on collecting any delinquent amount shall be paid by the CLIENT. If the amount owed can be resolved through the Small Claims Court system, then the Arbitration provision described above shall be waived.

## **6.0 DATA, SAMPLES, AND RECORDS**

All samples collected will be discarded within 180 days following submittal of our report unless CLIENT advises us otherwise. Upon written request, we will deliver the samples in accordance with CLIENT's instructions, or we will store the samples for an agreed charge. All pertinent records relating to services performed shall be retained for two years after completion of the work. CLIENT shall have access to the records at all reasonable times during this period. CLIENT gives Rincon Consultants the express permission to use and modify any image, map, or other graphic provided by CLIENT or CLIENT's subcontractors or subconsultants.

## **7.0 INDEMNIFICATION**

CLIENT shall defend, indemnify, and hold harmless Rincon and its directors, officers, shareholders, employees, contractors, subcontractors, agents, or affiliates from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which: (a) exceed the limitation of Rincon's liability provided for in Article 3 of this contract, or (b) result from, arise out of, or are in any

*BBGHAD*

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way connected with (1) acts or omissions of CLIENT's employees, agents, and subcontractors, and their employees or agents; (2) the release of any hazardous substance; or (3) any other generation, treatment, or transport of waste material.

## 8. TERM and TERMINATION

The Term of this Agreement shall commence upon the below date or as authorized in writing by the CLIENT and shall continue until completion of the Services identified per Section 1. Notwithstanding the foregoing, this AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT; in the event of substantial failure of performance by either party; or if CLIENT suspends the SERVICES for more than three (3) months. In the event of termination, CONSULTANT will be paid for SERVICES performed prior to the date of termination plus reasonable termination expenses including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Authorization:

Broad Beach Geologic Hazard Abatement District

**RINCON CONSULTANTS, INC.**

Signature

Signature

Name/Title

Name/Title

Date

Date

## **ITEM 12b**

### **Treasurer's Reports**

**Broad Beach GHAD****Cash Flow**

Board Meeting April 23, 2017

**Cash in Bank March 14, 2017****\$2,358,243.40**

## Sources of Cash:

3/27/17      Malibu West Swimming Club      **\$ 30,107.00**

**Disbursements**

<u>Date</u>	<u>Check#</u>	<u>Description</u>	
3/21/17	3728	Clerk/Treasurer H. Fuchs	\$ 1,441.55
3/22/17	3722	Moffatt & Nichol	\$ 270,305.76
3/23/17	3719	Elkins, Kalt, Weintraub	\$ 60,579.81
3/23/17	3724	Elkins, Kalt, Weintraub	\$ 38,349.88
3/27/17	3727	Vectis Strategies LLC	\$ 10,000.00
4/5/17	3725	City of Moorpark	<u>\$ 51,580.33</u>

Total invoices paid      \$ 432,257.33

**Cash Ending Balance as of 4/18/2017****\$1,956,093.07****UNPAID BILLS**

<u>Date</u>			
<u>Received</u>	<u>Invoice#</u>	<u>Vendor Name</u>	<u>Amount</u>
3/17/17		Moffatt & Nichol	\$ 73,656.97
4/17/17		Moffatt & Nichol	\$ 71,691.47
4/17/17		Colantuono Highsmith Whatley	\$ 142.50
4/17/17		Vectis Strategies	\$ 10,000.00
4/17/17		Elkins Kalt Weintraub	\$ 61,500.41
		<u>Estimated Unpaid Bills</u>	<u>\$ 216,991.35</u>

	Expenses transferred from Fair Share account 2011	Actuals Paid 2011 (Chase)	Actuals Paid 2012 (Chase/City)	Actuals Paid 2013 (Chase/City)	Actuals Paid 2014	Actuals Paid 2015	Actuals Paid 2016	Totals
<b>Sources of cash:</b>								
L.A. County/GHAD Assessment/Malibu West Swim Club				\$ 3,294,658.64	\$ 2,614,517.02	\$ 3,818,816.06	\$ 3,091,324.06	\$ 12,819,315.78
Advances from homeowners/TPOA fund	\$ 2,391,857.00	\$ 266,250.00	\$ 1,378,637.00					\$ 4,036,744.00
Revetment Acct/Transfer to Revetment Acct				\$ 195,530.47	\$ (195,530.47)			\$ -
<b>Income Total:</b>	<b>\$ 2,391,857.00</b>	<b>\$ 266,250.00</b>	<b>\$ 1,378,637.00</b>	<b>\$ 3,294,658.64</b>	<b>\$ 2,810,047.49</b>	<b>\$ 3,623,285.59</b>	<b>\$ 3,091,324.06</b>	<b>\$ 16,856,059.78</b>
Loan Advances 2012/Repayment 2013		\$ 1,216,000.00	\$ (1,216,000.00)					\$ -
<b>Administration/Accounting &amp; Insurance</b>								
Project Manager			\$ 18,984.38	\$ 133,471.39	\$ 149,753.08	\$ 97,329.91		\$ 399,538.76
Clerk/Treasurer		\$ 11,822.68	\$ 3,489.11	\$ 7,968.27	\$ 21,218.35	\$ 22,616.73		\$ 67,115.14
D& O Insurance/AON Ins.	\$ 6,286.00	\$ 7,509.00	\$ 7,947.00	\$ 7,947.00	\$ 7,947.00	\$ 8,283.00		\$ 45,919.00
L.A. County fees/Bank fees/Interest/subscriptions		\$ 2,644.09	\$ 2,529.24	\$ 84.00	\$ 171.74	\$ 175.25		\$ 5,604.32
Print/Office/Phone/Room Rental/Internet		\$ 3,648.11	\$ 1,122.01	\$ 1,953.58	\$ 454.28			\$ 7,177.98
TTL Administration & Accounting	\$ 6,286.00	\$ 25,623.88	\$ 34,071.74	\$ 151,424.24	\$ 179,544.45	\$ 128,404.89		\$ 525,355.20
<b>Annual Monitoring</b>								
SAP/California Marine Sanctuary Foundation -								
<b>Managing fees</b>						\$ 177,902.00		\$ 177,902.00
SAP/California Marine Sanctuary Foundation -								
<b>Monitoring Fees</b>								
Total SAP						\$ 177,902.00		\$ 177,902.00
<b>Permitting Fees</b>								
Lobbyist Fees: Neish Inc. - CCC/Kindel Kagan/AMEC EIR	\$ 190,324.00		\$ 6,500.00	\$ 171,068.81	\$ 152,533.96	\$ 9,070.26		\$ 529,497.03
Vectis Strategies-U.S. Army Corps				\$ 10,736.95		\$ 120,000.00		\$ 130,736.95
Legal Fees:Jeffer Mangels/Elkins Kalt	\$ 346,060.00	\$ 75,000.00	\$ 720,357.41	\$ 526,454.59	\$ 570,230.93	\$ 673,062.10	\$ 686,053.55	\$ 3,597,218.58
other Legal Fees: Morgan, Miller/Colantuono								
Highsmith & Whatley/Linscott Law/Judge Reiner	\$ 55,284.00	\$ 24,400.88	\$ 41,206.98	\$ 82,187.52	\$ 79,081.50	\$ 10,427.75		\$ 292,588.63
Engineering Fees: Moffat & Nichol	\$ 1,569,530.00	\$ 104,063.25	\$ 1,197,181.99	\$ 882,222.16	\$ 828,513.78	\$ 753,623.45	\$ 1,255,162.53	\$ 6,590,297.16
ENGEO	\$ 49,867.00	\$ 16,076.92	\$ 42,177.06	\$ 5,638.15	\$ 1,102.50	\$ 40,567.50	\$ 13,607.50	\$ 169,036.63
Quality Mapping/Topanga Underground/Ramboll Envir	\$ 17,934.00	\$ 16,313.00	\$ 84,191.10	\$ 30,943.03	\$ 2,050.00	\$ 12,860.66		\$ 164,291.79
U.S. Army Corps Mitigation: The Bay Foundation								\$ -
CA State Lands Commission (Back Rent)	\$ 79,343.00	\$ 10,066.67	\$ 344,217.54	\$ 321,038.98	\$ 233,253.34	\$ 51,693.48		\$ 1,039,613.01
CA State Lands Commission Financial Sec. deposit						\$ 1,350,000.00		\$ 1,350,000.00
California Coastal Commission	\$ 17,584.00	\$ 40,000.00	\$ 37,472.00		\$ 78,912.00			\$ 173,968.00
State Water Control Board		\$ 58,340.00						\$ 58,340.00
<b>Total Permitting Fees</b>	<b>\$ 2,325,926.00</b>	<b>\$ 205,206.84</b>	<b>\$ 2,442,987.88</b>	<b>\$ 1,904,723.96</b>	<b>\$ 1,928,036.86</b>	<b>\$ 1,779,830.51</b>	<b>\$ 3,508,875.73</b>	<b>\$ 14,095,587.78</b>
<b>Expense Total:</b>	<b>\$ 2,332,212.00</b>	<b>\$ 205,206.84</b>	<b>\$ 2,468,611.76</b>	<b>\$ 1,938,795.70</b>	<b>\$ 2,079,461.10</b>	<b>\$ 1,959,374.96</b>	<b>\$ 3,815,182.62</b>	<b>\$ 14,798,844.98</b>

<b>Revetment Credit applied to FS (GHAD liability?)</b>	<b>\$ 261,579.00</b>	<b>\$ 244,821.00</b>	<b>\$ 16,758.00</b>
<b>Fair Share Contributions:</b>		<b>Actual</b>	<b>(diff. unknown)</b>
Advances from Individual Homeowners	\$ 3,017,028.00	\$ 3,021,130.96	\$ (4,102.96)
Advances from TPOA General Fund	\$ 750,000.00	\$ 750,000.00	
<b>Total</b>	<b>\$ 3,767,028.00</b>	<b>\$ 3,771,130.96</b>	

Sources of Fair Share Contrib. transferred from TPOA (Union Bank) to BBGHAD in 2011: **\$2,391,857.00** = Sources of Fair Share Contr./TPOA General Fund (Chase) 2011/ **\$266,250.00** = Sources of Fair Share Contributions in 2012 (Chase acct.) **\$1,378,637.00**

FS **\$1,580,278.00** + Revetment Credit applied to FS **\$261,579.00** + General TPOA fund **\$550,000.00**

General TPOA fund (Dec. 2011)\$200,000.00 +Fair Share Contributions **\$66,250.00**

Fair Share contributions January 2012 thru June 2012

#	Address	Name	Fair Share	Donation	Total FS & Donation	Revelment Credit to Fair Share
30708 /30760 BBR	Klein	\$ 90,000.00	\$ 10,000.00	\$ 100,000.00		
30712 BBR	Lotman	\$ 30,250.00		\$ 30,250.00		
30718 BBR	Coastline Properties	\$ 16,000.00		\$ 16,000.00		
30724 PCH	Ross Family Trust	\$ 36,250.00		\$ 36,250.00		
30756 PCH	Malibu West	\$ 40,000.00		\$ 40,000.00		
30800 BBR	Finegood	\$ 37,000.00	\$ 10,000.00	\$ 47,000.00		
30810 BBR	Leigh					\$ 4,643.00
30826 BBR	O'Connor					\$ 4,643.00
30830 BBR	Koenig	\$ 20,000.00		\$ 20,000.00		
30838 BBR	Lowell	\$ 8,000.00		\$ 8,000.00		
30842 BBR	Thompson	\$ 12,000.00		\$ 12,000.00		
30846 BBR	Ressler/Gertz	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00		
30852/30856/30860	Rosenbloom	\$ 102,000.00	\$ 13,500.00	\$ 115,500.00	\$ 21,361.00	
30866 BBR	Sherman	\$ 32,077.00	\$ 10,000.00	\$ 42,077.00	\$ 7,923.00	
30870 BBR	Lemmon	\$ 8,000.00	\$ 10,000.00	\$ 18,000.00		
30874 BBR	Needleman	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 7,923.00	
30900 BBR	Kelton	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 6,719.00	
30904 BBR	Ray Romano	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 7,923.00	
30908 BBR	Themba Partners	\$ 39,500.00		\$ 39,500.00	\$ 7,923.00	
30916 BBR	Nathanson	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00		
30918 BBR	Zaillian	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 7,923.00	
30924/30928/30930	Hess	\$ 110,999.97	\$ 17,500.00	\$ 128,499.97	\$ 18,953.00	
30936 BBR	West	\$ 4,000.00	\$ 10,000.00	\$ 14,000.00		
30940 BBR	E. Glazer	\$ 16,000.00		\$ 16,000.00		
30940 BBR	Mellon	\$ 24,000.00	\$ 10,000.00	\$ 34,000.00		
30944 /30948BBR	Arad	\$ 70,500.00		\$ 70,500.00	\$ 7,923.00	
30952 BBR	30952 Broad Beach	\$ 16,000.00		\$ 16,000.00		
30956 BBR	Maynard	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,706.00	
30962 BBR	Sitrick	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00		
30966 BBR	Sinatra	\$ 8,000.00		\$ 8,000.00	\$ 2,706.00	
30970 BBR	Sheinberg	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00		
30974/30978/30980	Ovitz	\$ 96,000.00		\$ 96,000.00	\$ 13,712.00	
31000 BBR	Haft	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,706.00	
31008/31520	Mark	\$ 11,000.00	\$ 5,000.00	\$ 16,000.00	\$ 2,706.00	
31012 BBR	Brown/Sholem Trust	\$ 16,000.00		\$ 16,000.00		
31016 BBR	Baron/Oakmont	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,706.00	
31020 /31022BBR	Pearlman/De Vito	\$ 77,000.00	\$ 17,500.00	\$ 94,500.00		
31026 BBR	Martin	\$ 24,000.00	\$ 10,000.00	\$ 34,000.00		
31030 BBR	Grossman	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,706.00	
31034 BBR	Meeham/Goldberg	\$ 40,000.00		\$ 40,000.00	\$ 4,706.00	
31038 BBR	Mendoza/Fred Sanc	\$ 16,000.00		\$ 16,000.00		
31042 BBR	Hill/Gottlieb	\$ 50,000.00	\$ 10,000.00	\$ 60,000.00	\$ 2,706.00	
31048 BBR	Lawrence	\$ 12,000.00		\$ 12,000.00		
31052 BBR	Stoneburner	\$ 8,000.00	\$ 10,000.00	\$ 18,000.00	\$ 2,706.00	
31054 BBR	Hoffman	\$ 24,000.00	\$ 10,000.00	\$ 34,000.00	\$ 2,706.00	
31058 BBR	Novograder	\$ 28,000.00	\$ 10,000.00	\$ 38,000.00	\$ 2,706.00	
31064 BBR	Smidt	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 4,194.00	
31100/31070 BBR	S.A.M Trust	\$ 48,000.00		\$ 48,000.00		
31108 BBR	Jill Grey	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 4,058.00	
31112/31118 BBR	Brosnan/Middleton	\$ 7,000.00		\$ 7,000.00	\$ 8,117.00	
31130 &31134BBR	Broad Beach LLC	\$ 34,500.00		\$ 34,500.00		
31138 BBR	Roski	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 367.00	
31202/31206 BBR	Attanasio	\$ 74,000.00	\$ 25,000.00	\$ 99,000.00	\$ 5,156.00	
31212 BBR	Kauffman/Skloff	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,706.00	

#	Address	Name	Fair Share	Donation	Total FS & Donation	Revelment Credit to Fair Share
31214 BBR		N. Karno	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,706.00
31220 BBR		P.J. Dejoria	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,706.00
31224 BBR		31224BBR Trust	\$ 3,000.00		\$ 3,000.00	
31228 BBR		Arnold				\$ 2,706.00
31232 /31236BBR		Pepperdine	\$ 79,500.00	\$ 17,500.00	\$ 97,000.00	\$ 5,412.00
31240 BBR		Douglas	\$ 26,000.00	\$ 10,000.00	\$ 36,000.00	\$ 2,706.00
31250 BBR		Borman	\$ 33,000.00	\$ 17,000.00	\$ 50,000.00	\$ 11,822.00
31260 BBR		Marine	\$ 16,000.00		\$ 16,000.00	\$ 3,044.00
31272 BBR		Spears	\$ 75,000.00		\$ 75,000.00	\$ 8,117.00
31280 /31284BBR		Luanne Wells	\$ 117,500.00	\$ 17,500.00	\$ 135,000.00	
31302 BBR		Kaplan Living Trust	\$ 6,000.00		\$ 6,000.00	\$ 11,115.00
31310 BBR		Marquis	\$ 16,000.00		\$ 16,000.00	
31316 BBR		Douglas Kevin&Mict	\$ 44,000.00	\$ 10,000.00	\$ 54,000.00	
31322 BBR		Reisbord	\$ 24,000.00		\$ 24,000.00	\$ 614.00
31324 BBR		Gottlieb	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 12,350.00
31330 BBR		Wini Lumsden	\$ 33,000.00		\$ 33,000.00	\$ 5,735.00
31336 BBR		Chubak	\$ 50,000.00		\$ 50,000.00	\$ 518.00
31340 BBR		Bauer	\$ 26,000.00		\$ 26,000.00	\$ 682.00
31346 BBR		Friedman	\$ 46,000.00		\$ 46,000.00	\$ 655.00
31350 BBR		Fenton	\$ 12,000.00		\$ 12,000.00	
31356/31364/31365		Bright	\$ 113,999.99	\$ 25,000.00	\$ 138,999.99	
31368 BBR		Platt	\$ 50,000.00		\$ 50,000.00	
31368 BBR		Mutchnik	\$ 8,054.00		\$ 8,054.00	
31376 BBR		Glaser	\$ 50,000.00		\$ 50,000.00	
31380 BBR		Kurland	\$ 34,000.00		\$ 34,000.00	
31418/31430 BBR		2XMD Partners	\$ 100,000.00		\$ 100,000.00	
31444 BBR		Levitan	\$ 18,000.00	\$ 14,000.00	\$ 32,000.00	
31454 BBR		Curtis	\$ 8,000.00	\$ 10,000.00	\$ 18,000.00	
31528 VP		Gary Wilson	\$ 16,000.00	\$ 10,000.00	\$ 26,000.00	
			\$ 3,021,130.96	\$ 509,500.00		\$ 244,821.00