

Memorandum of Agreement

This Memorandum of Agreement is entered into between the Santa Barbara County Air Pollution Control District ("District") and the National Marine Sanctuary Foundation ("Foundation"), collectively referred to as "the Parties," for the purpose of making funds available for a marine vessel speed reduction program in the Santa Barbara Channel.

Recitals

1. The District is the California public agency responsible for adopting the plans, policies, regulations, grant programs, and other measures necessary to attain and maintain federal and state air quality standards in the County of Santa Barbara.
2. International shipping through the Santa Barbara Channel is a significant source of air pollution that adversely impacts air quality in Santa Barbara County. The District has determined that such pollution can be reduced by reducing the speed of ocean going marine vessels in the Santa Barbara Channel from current baseline speeds down to 12 knots or less.
3. The Santa Barbara Channel is a rich and diverse marine environment where large numbers of whales congregate. Some species use the Channel as a migratory pathway either north or south throughout the year. Marine vessels striking whales have caused injury and death to whales.
4. The Foundation and other public interest groups have determined that reducing the speed of ocean going marine vessels in the Santa Barbara Channel can significantly reduce the chances that a ship strike on a whale will be lethal.
5. The District wishes to provide funding for a financial incentive program for vessel owners that will encourage vessel speed reduction in the Santa Barbara Channel. As part of that program, the District has the capability, in coordination with the National Oceanic and Atmospheric Administration Channel Islands National Marine Sanctuary ("NOAA-CINMS"), to determine if participating vessel owners are actually reducing vessel speeds consistent with the goals of the program.
6. The Foundation has the expertise, resources and staffing to manage incentive funds, including making payments to qualifying vessel owners for such a vessel speed reduction program.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS.

1. Funding. The District will provide \$25,000 to the Foundation to fund the marine vessel speed reduction program. The Foundation will charge 12 percent of the total funds received for its administration costs of the program. The Foundation may obtain funding for this program from other funding sources.

2. Eligible Vessels. The District working with partners will identify marine vessels and vessel owners that are eligible for the program. The Foundation will enter into agreements with owners of eligible vessels. The agreements will provide an incentive payment of up to \$2,500 per trip for each qualifying marine vessel transit completed at a speed of no more than 12 knots through the Santa Barbara Channel, per the VSR Zone identified in Attachment A.

3. Agreements with Vessel Owners. The Foundation will notify the District when an agreement with a vessel operator has been executed. The vessel owner shall be required to list the vessel name, number of proposed transits, and transit dates for each vessel that will participate in the program.

4. Confirmation. The District shall be responsible, in coordination with NOAA-CIMNS, to confirm that a participating vessel has completed a transit through the Santa Barbara Channel at the requisite speed, and therefore qualified for an incentive payment.

5. Payment. After the District has informed the Foundation that a participating vessel successfully completed a trip through the Channel in compliance with the Program, the Foundation will pay the vessel owner the incentive payment.

6. Cap on Incentive Payments. The Foundation shall not enter into any agreement that obligates payment of more funds to vessel owners than made available by the District for the Program, unless the Foundation has other funding sources available to cover such payments.

7. Contact information. For any notices required under this MOA, the Parties shall use the following contact information.

District:

Brian Shafritz

Manager, Technology and Environmental Assessment Division

260 North San Antonio Road, Suite A

Santa Barbara, CA 93110

shafritz@sbcapcd.org

805-961-8823

Foundation:

Jason Patlis

President & Chief Executive Officer

National Marine Sanctuary Foundation

8601 Georgia Avenue, Suite 501

Silver Spring, MD 20910

jason@nmsfocean.org

(301) 608-3040 x1

Either party may change its' contact information by providing at least 7 days written notice to the other party.

8. Termination. Either PARTY may terminate this Agreement with a 30 day written notice of termination.

9. Amendments. This Agreement may only be amended in a writing executed by both parties. Any amendment to increase the District's contribution to the program may be signed by the District's Executive Officer.

This MOU between the Santa Barbara County Air Pollution Control District and the National Marine Sanctuary Foundation was executed at Santa Barbara, California on _____

SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

ATTEST:

LOUIS D. VAN MULLEM, JR.
Clerk of the Board

By _____
Deputy

By _____
Chair

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By William M. Willon
Deputy

NATIONAL MARINE SANCTUARY
FOUNDATION

By Jason Patlis
President & Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RAY AROMATORIO
Risk Manager

By Ray Aromatorio
Risk Manager

APPROVED AS TO FORM:

ROBERT W. GEIS, CPA
Auditor-Controller

By Deputy
Deputy

Attachment A

