

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**DATE:** **May 28, 2020**

**TIME:** **Executive Closed Session 5:00 P.M.**  
**Regular Session 7:00 P.M.**

**PLACE:** **Join Zoom Meeting**  
<https://us02web.zoom.us/j/87583832942>

Meeting ID: 875 8383 2942  
One tap mobile  
+16699009128,,87583832942# US

**1. Call to Order Closed Session at 5:00 P.M.**

**2. Public Comment**

*Note: This portion of the Agenda allows the public to speak to the Board on the various issues that are on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.*

**3. Move to Executive Closed Session**

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential purchase of real property with Assessor's Parcel Numbers 401-111-006-000 on the Samoa Peninsula, Humboldt County, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Green Diamond Resource Company and/or Simpson Paper Company and Under negotiation: price and payment terms.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of potential purchase of real property with Assessor's Parcel Numbers 401-031-070-000, 401-031-069-000, 401-031-071-000, and 401-112-029 on the Samoa Peninsula, Humboldt County, California pursuant to California Government Code § 54956.8. District negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Samoa Pacific Group. Under negotiation: price and payment terms.

**4. Call to Order Regular Session at 7:00 P.M. and Roll Call**

**5. Report on Executive Closed Session**

**6. Public Comment**

*Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.*

*of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.*

## **7. Business**

### **a) Receive Report and Receive Direction from the Board Regarding Districts Response to COVID-19. (Roll Call Vote)**

**Recommendation:** Staff recommends the Board: Receive a report and provide direction as necessary.

**Summary:** On March 11, 2020 Humboldt County Health Officer Teresa Francovich, MD declared a local health emergency. The Maritime Commerce and Commercial Fisheries are essential services. Staff will provide an update on the Harbor District operation and the Board will discuss and take action on items necessary to keep operations functioning during this emergency.

### **b) Approval of Draft Relocation Plan associated with the Proposed Nordic Aquafarms Lease Agreement at Redwood Marine Terminal II (Roll Call Vote)**

**Recommendation:** Staff recommends the Board Direct Staff to: Analyze any public comments; approve the Relocation Plan; and authorize staff to update the plan based on changing real estate market conditions.

**Summary** On May 11<sup>th</sup> the Board reviewed the draft Relocation Plan. The District's tenant, Nordic Aquafarms, is planning for the development of a new approximately 600,000 square foot recirculating aquaculture facility at its Redwood Marine Terminal II property located at 364 Vance Avenue (APN 401-112-021). Phase I of the recirculating aquaculture project involves the demolition of a portion of the shops and stores building and the entire machine building.

### **c) FY 2020-21 District Budget Preparation – draft goals revenues and expenditures by programmatic activity.**

**Recommendation:** It is recommended that the Board: Receive a report of the draft goals, income and expenditures for RMT I, RMT II, and Shelter Cove and well as the current fee schedule.

**Summary:** The Budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors not later than August 1<sup>st</sup>. Staff does not propose to increase any fees during this budget cycle.

### **d) Consideration of Resolution 2020-06, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area for Fiscal Year 2020-2021.**

**Recommendation:** Staff recommends the Board: Adopt Resolution 2020-06.

**Summary:** The California Department of Fish and Wildlife (CDFW) Office of Spill Prevention and Response (OSPR) in compliance with the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 established five regional Harbor Safety Committees (HSC) throughout California as described in California Government Code 8670.23. Each HSC is responsible for planning for the safe navigation and operation of tankers, barges and other vessels within each of California's major harbors, and must produce an annual Harbor Safety Plan (HSP) encompassing all vessel traffic within the harbor. These functions are essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents. To ensure that HSCs have the necessary resources to execute their designated duties, the OSPR Administrator has made grant funds available in each region to provide an executive secretariat to act as the coordinator for facilitating all communications between HSCs, subcommittees, and the OSPR. The CDFW has approved the Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the HSC of the Humboldt Bay Area, and to receive payment for these services.

## **8. Permits**

## **9. Adjournment**

## **STAFF REPORT – HARBOR DISTRICT MEETING**

**May 28, 2020**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** May 20, 2020

**TITLE:** **Approval of Draft Relocation Plan associated with the Proposed Nordic Aquafarms Lease Agreement at Redwood Marine Terminal II (Roll Call Vote)**

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**Recommendation:** Staff recommends the Board Direct Staff to: Analyze any public comments; approve the Relocation Plan; and authorize staff to update the plan based on changing real estate market conditions.

**Summary:** On May 11<sup>th</sup> the Board reviewed the draft Relocation Plan. The District's tenant, Nordic Aquafarms, is planning for the development of a new approximately 600,000 square foot recirculating aquaculture facility at its Redwood Marine Terminal II property located at 364 Vance Avenue (APN 401-112-021). Phase I of the recirculating aquaculture project involves the demolition of a portion of the shops and stores building and the entire machine building.

The Draft Relocation Plan is a tool used by the Harbor District to identify the needs of the affected business occupants of the Property, assess the availability of potential replacement sites for the businesses, and to put forth the Harbor District's commitment to provide relocation assistance to displaced businesses in accordance with the Harbor District's Relocation Assistance Program for locally funded projects.

As required, the Harbor District will also notify occupants of the Subject Property of their potential eligibility for non-residential relocation assistance benefits under the Harbor District's Relocation Assistance Program ("Relocation Program"). The Harbor District will, within a reasonable period of time, attempt to meet with each business owner and present a Letter of Eligibility as well as a handbook detailing the Program. Relocation advisory assistance will be provided to help occupants better understand the Program, their rights and benefits, assistance in searching for replacement sites and help to secure reimbursement of eligible moving and related expenses from the Harbor District.

It is anticipated that the demolition will begin in the summer of 2021. The business occupants will be permitted to remain on the property at least through the end of April 2021 in order to allow them ample time to secure a replacement site and relocate.

Attachment A Draft Relocation Plan

# **Redwood Marine Terminal II**

## **Nordic Aquafarms**

### **Draft Tenant Relocation Plan**

**May 8, 2020**

*In compliance with California Relocation Assistance Law (California Government Code §7260 et seq.) and corresponding regulations set forth in the California Code of Regulations, Title 25, Chapter 6.*

## I. Executive Summary

The Humboldt Bay Harbor, Recreation, and Conservation District (the “Harbor District”) is planning for the development of a new approximately 600,000 square foot recirculating aquaculture facility at its Redwood Marine Terminal II property located at 364 Vance Avenue (APN 401-112-021). Phase I of the recirculating aquaculture project involves the demolition of a portion of the shops and stores building and the entire machine building identified on the following Site Map.



### Purpose of Relocation Planning

The purpose this *Draft* Relocation Plan (“Draft Plan”) is to assist the Harbor District in planning for the recirculating aquaculture project. The Draft Plan is a tool used by the Harbor District to identify the needs of the affected business occupants of the Subject Property, assess the availability of potential replacement sites for the businesses, and to put forth the Harbor District’s commitment to provide relocation assistance to displaced businesses in accordance with the Harbor District’s Relocation Assistance Program for locally funded projects (Relocation Program).

The Harbor District’s Relocation Program is outlined in Section IV of the Draft Plan and a copy of the Harbor District’s Non- Residential Relocation Assistance Brochure is included as Appendix Item C. The Harbor District’s Program complies with California Relocation Assistance Law (California Government Code §7260 et seq.) and corresponding regulations set forth in the California Code of Regulations, Title 25, Chapter 6.



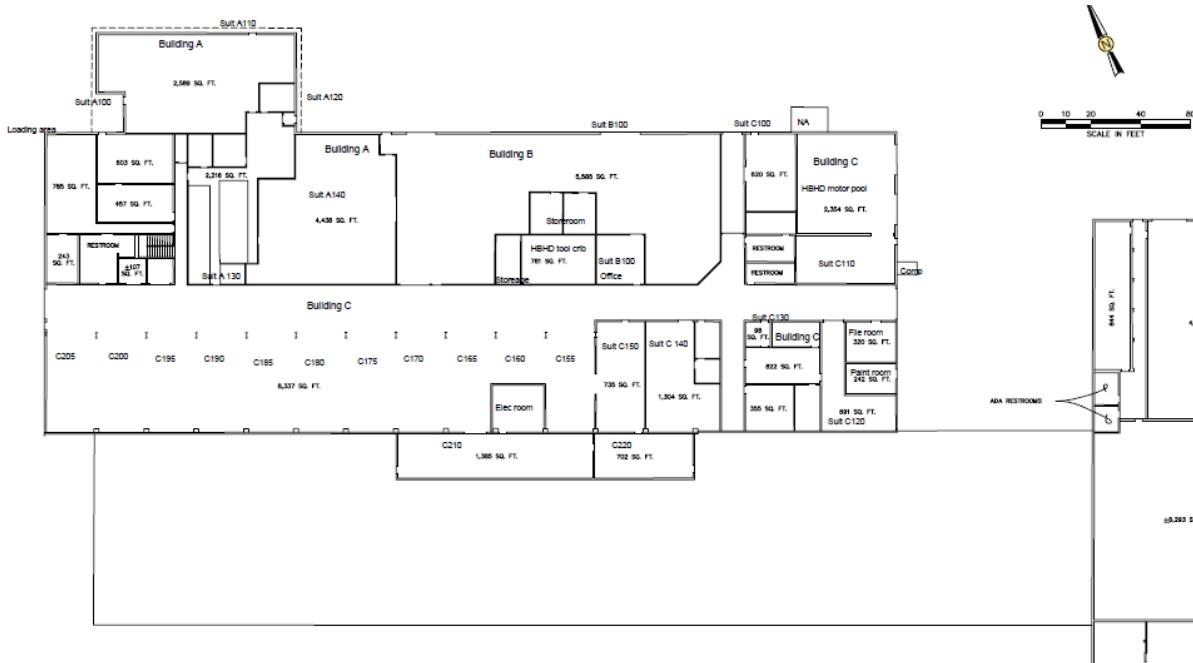
Shops and Stores



## Offices



## Machine Building



## Summary of Impact

The Subject Property is comprised of several buildings which are slated for demolition. All the buildings except for the Shops and Stores building and one 384 square foot small portable office building and approximately 14,400 square feet of exterior yard space is vacant and unutilized.

As depicted in the photographs above, the Shops and Stores Building is a three story, multi-tenant commercial office, warehouse, and shops and stores mixed-use, building which was formally part of a larger pulp mill complex. The "Shops and Stores" building is approximately 44,000 square feet. The floor plan of the Shops and Stores Building which includes the location of each of the existing tenants is illustrated in the floor plan above.

The following table outlines the current tenants, space number, use, square foot and lease term, and option to extend term. The types of businesses currently in occupancy include cleaning service, office equipment repair, manufacturing, office, distributor of bulk liquified petroleum products, research, and warehouse. If the recirculating aquaculture project proceeds, the building would be demolished, and tenants would need to vacate.

Area	Building	Space	Tenant	Lease End Date	Option End Date	Unit / Identifier	Sq. Ft
A	1	A110	Vacant Office			office	1,800
A	1	A120	Restif Office	1/20/2024	1/20/2026	office	980
A	1	A130	Restif Shop Space	1/20/2024	1/20/2026	warehouse	1,450
C	1	C195-C205	Restif Warehouse	1/20/2024	1/20/2026	warehouse	3,200
A	1	A140	Alternative Business Concepts	01/31/20201	.	office	750
A	1	A140	Alternative Business Concepts	1/31/2021	1/31/2023	warehouse lower	2,400
A	1	A140	Alternative Business Concepts	1/31/2021	1/31/2023	warehouse upper	2,400
B	1	B	Vacant Shop Space				4,100
B	1	B100	CPR Inc.	9/30/2020	9/30/2021	warehouse	4,100
B	1	B100	CPR Inc.	9/30/2020	9/30/2021	office	400
A	1	A100	HSU Sea Grant	7/30/2020	7/30/2024	office	486
A	1	A100	HSU Sea Grant	7/30/2020	7/30/2024	Shops & stores lab	600
C	1	C100	Pacific Flake	M to M		Shops & stores	600
C	1	C Pad	Pacific Flake	M to M		outside area	800
C	1	C110 -C130	Harbor District			warehouse	7,000
C2	1	C140	Coastal Business Systems			warehouse	1,300
C	2	C150 - C175	Vacant Shop			warehouse	4,200
C	1	C180 - 185	Suk-Choo Kim			Office	1,600
C	3	Lab	Vacant			Lab / Office	4,641
Shops & Stores Subtotal							42,807

## Project Scheduling

Harbor District Board has directed staff to lease the area to the recirculating aquaculture company (Nordic Aquafarms California). As required, the Harbor District will also notify occupants of the Subject Property of their potential eligibility for non-residential relocation assistance benefits under the Harbor District's Relocation Assistance Program ("Relocation Program"). The Harbor District will, within a reasonable period of time, attempt to meet with each business owner and present a Letter of Eligibility as well as a handbook detailing the Program. Relocation advisory assistance will be provided to help occupants better understand the Program, their rights and benefits, assistance in searching for replacement sites and help to secure reimbursement of eligible moving and related expenses from the Harbor District.

It is anticipated that the demolition will begin in the summer of 2021. The business occupants will be permitted to remain on the property at least through the end of April 2021 in order to allow them ample time to secure a replacement site and relocate.

## Project Assurances

The business occupants would not be displaced without receiving written notice of the available relocation assistance, advisory services and at least a written 90-Day Notice to Vacate. As part of the lease agreement Nordic Aquafarms California has provided the Harbor District with a deposit of funds and a commitment to pay the full cost of relocation to four of the seven tenants outlined in the table below. The Harbor District would provide relocation assistance to the remaining tenants. The Nordic Aquafarms California deposit is meant to provide assurance that there are sufficient funds set aside to provide monetary assistance to the businesses that are eligible for relocation assistance as outlined by the Relocation Program.

Tenant	Use	Sq. Ft.	Current Lease Term	Lease Option Period	Responsible for Relocation
Restif Office	Office / Shop	5,630	1/1/2024	1/1/2026	NAF
Alternative Business Concepts	Office / Shop	5,550	1/1/2021	1/1/2023	NAF
CPR Inc.	Shop	4,500	7/1/2020	7/1/2021	NAF
HSU Sea Grant	Office / Lab	1,086	6/1/2020	6/1/2024	NAF
Coastal Business Systems	Warehouse	1,300	6/1/2020	NA	HD
Suk-Choo Kim	Warehouse	1,600	6/1/2020	NA	HD
Refined Hydrocarbon	Outside storage/office	3,384	8/31/2022	8/31/2024	NAF

## Basis of Findings

In order to assess the Project's potential impact and the feasibility of relocating the business occupants into the surrounding community, the Harbor District will contact real estate professionals, commercial property management companies, and commercial property owners to prepare a Draft Plan. This Draft Plan will be circulated for a 30-day public review and comment period. At the conclusion of that time period Harbor District will incorporate comments received into the Draft Plan. The Final Draft Plan will then be submitted the Harbor District Board for consideration.

In May and June 2020, the Harbor District intends to gather information about each business and its replacement site needs, present the proposed project scope to the business owners, toured the facility to better understand the Project's potential impact (where permitted by the business owner) and provided information concerning the Harbor District's Relocation Program.

## Estimate of Project Relocation Costs

The following estimates are for budgeting purposes only. These figures should not be interpreted as firm, "not to exceed" or actual entitlement costs. These figures are based on the data obtained through the occupant interviews, current project scope, replacement site availability, review of Furniture, Fixture and Equipment appraisals (FF&E) provided by Harbor District and the judgment and experience of the Consultant. The estimates do not include payments to consultants or to contractors.

Total Estimate Range	
Most Probable	High
\$36,750	\$147,000

The Recirculating aquaculture project will utilize no State or federal funding.

## II. Relocation Impact

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### Description of Current Occupants

The Harbor District will contact each business (in person and by mail) to schedule a formal interview as part of the preparation of this Draft Plan. Appendix Item B includes a copy of the interview sheet and sample letter from the Harbor District will deliver to each business occupant identified at the Subject Property.

Information about the business types and structure, site characteristics, lease information and client base will be collected as part of the preparation of the Draft Plan. Copies of the existing leases will also be reviewed. The net rentable area is estimated to be 42,807 square feet with approximately 28,066 square feet are leased under term leases or on a month-to-month basis. In reviewing the leases, rents range from \$0.15 to \$0.70 per square foot.

## III. Replacement Site Resources

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A preliminary survey was conducted of commercial properties for lease in the Samoa Peninsula, Eureka, and Arcata area in order to ascertain the availability of replacement sites. As the market conditions regularly change, the commercial property survey will be regularly updated until all tenants are successfully relocated. The general categories of space surveyed included: General Office, shop, and warehouse. A summary of the potential available sites in and around the Harbor District is shown below.

Site	Office	Warehouse	GLA	Rate	Rate/ Ft
2326 3rd Street Eureka	1282	2678	3960	\$ 2,400.00	\$ 0.61
2950 California Eureka,	3300	0	3300	\$ 1,500.00	\$ 0.45
1220 5th Arcata	0	6000	6000	\$ 2,400.00	\$ 0.40
65 Ericson	730	1505	2855	\$ 2,300.00	\$ 0.81
7th & L Fortuna		4000	4000	\$ 2,750.00	\$ 0.69
164 Dinsmore Drive Fortuna	1600	2800	4400	\$ 5,500.00	\$ 1.25
1703 Guinto Arcata	2423	0	4736	\$ 2,011.00	\$ 0.83
1703 Guintoli Arcata	800	0	4736	\$ 800.00	\$ 1.00
1703 Guintoli Arcata	1513	0	4736	\$ 1,301.00	\$ 0.86

The result of the survey found at this time there **are** a sufficient number of available commercial properties for rent in the Samoa Peninsula, Eureka, Arcata and the immediately surrounding area that will allow for these different types of businesses relocate. It is important to provide an adequate amount of time and assistance for occupants to locate a secure replacement site. Allowing for a longer period of time between notification to the occupants of their eligibility for non-residential relocation assistance and the anticipated date the Harbor District needs the

property vacated is critical in easing the competition for available space for lease within the local real estate market. The Harbor District may use current staff or contract for outside consulting services to provide Relocation Advisors to work directly with the businesses and implement the Harbor District Relocation Program.

## IV. Relocation Program

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The California Relocation Assistance and Real Property Acquisition Guidelines (25 California Code of Regulations Section 6000 et. seq.), and such amendments that may follow, are the relocation rules and regulations for the purposes of implementing relocation benefits and administering relocation assistance for Harbor District projects or programs requiring relocation assistance and benefits under state laws. The information in this Section broadly summarizes the Harbor District's Relocation Program for Non- Residential Occupants and describes the principal provisions of relocation legislation concerning where and how to get assistance, eligibility for benefits, payments and requirements. Language assistance will be provided at no cost to displaced businesses.

The Harbor District assures that no person shall, on the grounds of race, color, national origin, age, gender, disability or religion as provided by the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity. If you have a complaint against the Harbor District or its third party contractors please call Chris Mikkelsen, Director of Facilities Management at (707) 443-0801.

Payment for loss of goodwill is considered a cost related to the acquisition of property. California law mandates that relocation payments cannot duplicate other payments, such as loss of business goodwill.

### Benefit Eligibility

Every property owner or tenant who is displaced from property on which they operate their business, farm or non-profit organization, as a result of a Harbor District sponsored project, is protected under State of California legislation. Relocation legislation establishes strict eligibility and documentation requirements for owners and tenants. To receive payment for a particular benefit, they must satisfy all requirements for that particular benefit payment.

### Summary of Relocation Assistance

Eligible displaced businesses are offered appropriate financial and advisory assistance to help relocate, including:

- A. **Advisory Assistance.** A Relocation Advisor to assist locating a replacement property either for sale or rent that is suitable in condition, price or rental range, and assistance to submit the documentation required to file the appropriate Program benefit claim

forms. Information on services offered by other agencies is also made available. The Relocation Advisor is the principal contact in all matters concerning the Harbor District's relocation programs and procedures. The Relocation Advisor will:

- Maintain contact with the business owner throughout the relocation process in order to determine the needs and preferences for a replacement location. Among other matters, requirements as to space, location, site configuration, zoning and cost will be taken into account.
- Assist in determining the need for outside specialists to plan, move and install personal property.
- Assist in identifying and resolving any issues regarding what is real estate and what is personal property to be moved.
- Assist in filing claim forms for the various types of relocation payments, including the type of documentation required to support the amount being claimed.
- Provide referrals to available replacement sites or provide the names of local real estate agents or brokers who can assist in finding the type of replacement location which appeals to the needs of the business. Explain which moving costs may be eligible for reimbursement and which are not eligible.
- Maintain strict confidentiality regarding all matters related to the business operation.
- Provide assurance that the business will not be required to move until Harbor District has provided at least 90 days advance written notice of the specific date by which the property must be vacated.

B. **Financial Assistance.** Property owners and tenants may be paid on the basis of actual, reasonable, and necessary moving costs and related expenses incurred in moving personal property up to a distance of 50 miles from the displacement location, or under certain circumstances, a fixed payment. Actual, reasonable moving expenses may be paid when the move is performed by a mover or when the business chooses a self-move. Some related expenses, such as personal property losses, expenses in finding a replacement site and reestablishment expenses may also be reimbursable.

- **All actual, reasonable and necessary moving expenses** must be supported by paid receipts or other evidence of expenses incurred, this is often referred to as "proof of payment". In addition to the cost of transporting the personal property to the replacement site (up to 50 miles). Moving payments are generally made after the move is completed and the premises are left clean and orderly. Payment typically takes four weeks to process from receipt of a signed claim form with required supporting documentation.

A business may choose to take full responsibility for all or part of the move operation (under a "Self-Move Agreement"), the Harbor District may approve a payment not to exceed the lower of two acceptable bids or estimates obtained

from qualified moving firms, moving consultants, or a qualified Harbor District representative.

**Certain other expenses may also be reimbursable, such as:**

- Packing and unpacking, loading and unloading of personal property
- Disconnecting and dismantling, reassembling and reinstalling machinery
- Temporary storage (with prior approval)
- Connection to utilities within the replacement site building
- Reprinting obsolete stationery
- Other eligible reimbursable costs may include:
  - Licenses, permits or certification caused by the move to the extent that the cost is necessary to its reestablishment at the replacement site.
  - The reasonable cost of professional services necessary for planning the move of the personal property, moving the personal property, or installing the relocated personal property at the replacement site.
  - Insurance of personal property in connection with the move and required storage (if any).
  - The reasonable cost of moving and reinstalling telephone, burglar, fire alarm and other specialty equipment or systems, if not purchased by the Harbor District as part of the real estate.
  - Purchase of substitute personal property if an item of personal property which is used as part of a business is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced business is entitled to the lesser of:
    - The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
    - The estimated cost of moving and reinstalling the replaced item, but with no allowance for storage.
  - Direct loss of tangible personal property if a person who is displaced from a place of business is entitled to relocate such property in whole or in part, but elects not to do so. Payment is computed on the basis of the lesser of:
    - The fair market value in place of the item, as is, for continued use, less the proceeds from the sale; or
    - The estimated reasonable cost of moving the item, as is,

but not including any allowance for storage or for reconnecting the piece of equipment, if the equipment is in storage or not being used at the acquired site.

- The reasonable cost incurred in attempting to sell an item that is not to be relocated may also reimbursable.
- If the Harbor District considers personal property to be of low value and high bulk, and moving costs are disproportionate to its value, the allowable reimbursement for the expense of moving such property cannot exceed the lesser of:
  - The amount which would be received if the property were sold at the site; or
  - The replacement cost of a comparable quantity delivered to the new business location.
  - Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property.

- **Site Searching.** Reimbursement for actual reasonable expenses incurred in searching for a replacement property, in an amount not to exceed \$1,000. Such expenses may include mileage, meals and lodging away from home, time spent searching, fees paid to a real estate agent or broker to locate a replacement site (excluding fees or commissions related to the purchase of such sites), time spent in obtaining permits, attending zoning hearings, and negotiating purchase or lease of a replacement site.
  - **Reestablishment Payment.** In addition to a payment for actual reasonable moving and related expenses, a small business may be eligible to receive a payment of up to \$10,000 for reasonable and necessary expenses actually incurred in re-establishing its operation at a replacement site.
    - Repairs or improvements to the replacement real property required by Federal, State or local laws, code or ordinance.
    - Modifications to the replacement real property to accommodate the business or make the structure(s) suitable for the operation.
    - Construction and installation costs of exterior advertising signs and advertising of the replacement location.
    - Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting.
    - Estimated increased costs of operation at the replacement site during the first 2 years for items such as monthly lease or rental costs, personal or real property taxes, insurance premiums, or utility charges.

- Connection to available nearby utilities from the right-of-way to improvements at the replacement site.
- Professional services performed prior to the purchase or lease of a replacement site to determine a sites' suitability for the business operation, including but not limited to soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or lease of the site).
- Impact fees or one-time assessments for heavy utility usage as determined to be necessary by the Harbor District.
- Other items which the Harbor District considers essential to the re-establishment of the business.
- **Fixed Payment “In Lieu of” Actual Moving & Related Expenses.** Under certain circumstances, eligible businesses may request a Fixed Moving Payment “in lieu of” (i.e., instead of) receiving a payment for actual, reasonable moving and reestablishment expenses. The minimum payment is \$1,000 and the maximum fixed payment is \$10,000. It is based on the average annual net earnings of the business or farm for the 2 years immediately prior to displacement. Proof of net earnings can be documented by income tax returns, certified financial statements, or other reasonable evidence acceptable to the Harbor District.
- No relocation payment received will be considered income for the purposes of the Internal Revenue Code, Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code. This statement is not tendered as legal advice in regard to tax consequences and displaced persons should consult with their own tax advisor or legal counsel to determine the current status.

**Time to File.** Tenants must file relocation cost reimbursement claims within eighteen (18) months of the date they vacate the displacement site. The property owner must file a claim within eighteen (18) months after the date they move, or the date they receive the final acquisition payment, whichever is later.

**Appeal.** Displaced businesses have the right to appeal, if they feel the Harbor District has failed to properly determine eligibility for relocation assistance or the amount of a relocation payment. The Relocation Advisor will provide information about the appeal procedure and help file an appeal in a timely manner. Appellants will be given a prompt and full opportunity to be heard and have the right to be represented by legal counsel or another representative in connection with the appeal (but solely at their own expense). The Harbor District will consider all pertinent justifications and materials submitted by the appellant and other available information needed to ensure a fair review. The Harbor District will provide a written determination resulting from the appeal with an explanation of the basis for the decision. If still dissatisfied with the relief granted, an appellant may seek judicial review. Please see Appendix D, for further information on the Harbor District’s Relocation Program Appeals Procedure.

# Appendices

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**Appendix A - Maps of Project Area**

**Appendix B - Business Survey Sheet**

**Appendix C - Non-Residential Relocation Assistance Handbook**

**Appendix D - Relocation Assistance Program Appeal Procedure**

**Appendix E - Public Comments Received During the 30-day Review and Comment Period**

## Appendix Item A

### Current View

### Proposed Project Future View

## Appendix Item B

### Informational Survey

As you may be aware, we are in the process of drafting a Relocation Impact Study for the Harbor District related to their proposed recirculating aquaculture project. This project may impact the property your business occupies at 364 Vance Avenue Samoa Peninsula, California.

Below is a brief survey which we hope you will agree to complete and return to us. We would also greatly appreciate an opportunity to meet with you in person to discuss your business operation and its needs in greater detail.

**F** (707)443-0800

**ax:** cmikkelsen@humboldtbay.org

**Em**

**ail:**

**Mail:** Humboldt Bay Harbor Recreation,  
and Conservation District  
601 Startare Drive  
Eureka, CA 95502

<b>Business name:</b>		<b>DBA:</b>
<b>Describe nature and type of business:</b>		
<b>Suite(s) occupied:</b>	<b>Est. square footage:</b>	<b>Number of employees:</b>
<b>Number of years in business:</b>	<b>Years at this location:</b>	<b>Other locations:</b>
<b>Hours and days of operation:</b>		<b>Seasonal business trends:</b>
<input type="checkbox"/>		<input type="checkbox"/>
<b>Any special utility needs:</b>		<b>ADA Requirements:</b>
<input type="checkbox"/>		<input type="checkbox"/>
<b>Require proximity to public transportation?</b> Yes    No		
<b>Do you depend on truck/large deliveries?</b> Yes    No		
<b>Other special access requirements for your business or customers:</b>		
<input type="checkbox"/> <input type="checkbox"/>		

**Any special features in your current suite that are specific to your business needs:**

<b>Do you sublease any portion of your suite(s) to others:</b> Yes    No	<b>If "yes", please provide sub-tenant's contact information:</b>
--	---

*If your business must relocate in the future, please provide information on the desired location and type of space you would be looking for.*

**General area, cities, location preferences:**

**Space (square feet) desired:** \_\_\_\_\_ **Type (commercial, office, retail):** \_\_\_\_\_

**Physical layout:** \_\_\_\_\_ **Special utility needs:** \_\_\_\_\_

**Storage:** \_\_\_\_\_ **Parking requirements:** \_\_\_\_\_

**Lease or purchase:**  
 Lease  Purchase  both **Target rent/price range:** \_\_\_\_\_

**Other replacement site requirements/preferences:** \_\_\_\_\_

**Have you already been looking at sites?**  Yes  No

**Where:** \_\_\_\_\_

***Business Contact Information:***

<b>Owner(s) name(s):</b>	<b>Fax:</b>	<b>Phone:</b>
	<b>Email:</b>	<b>Alternate phone:</b>
<b>Mailing address:</b>	<b>Additional authorized contact person, if any, we may speak to at your business regarding this Project:</b>	
<b>Person's name completing this survey:</b>	<b>Signature and date:</b>	

## Appendix Item C

# Relocation Assistance

## Handbook Available to

## Non-Residential Occupants

(Business, Farms and Non-Profit Organizations)

Summarizing the California Relocation Assistance Act (Gov. Code Section 7260 et.seq.) and California Relocation Assistance and Real Property Acquisition Guidelines (25 California Code of Regulations Section 6000 et.seq.).

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## **INTRODUCTION**

The Harbor District Board adopted the California Relocation Assistance Act (Gov. Code Section 7260 *et.seq.*) and California Relocation Assistance and Real Property Acquisition Guidelines (25 California Code of Regulations Section 6000 *et.seq.*), and such amendments that may follow, as the Harbor District's own relocation rules and regulations for the purposes of implementing relocation benefits and administering relocation assistance for Harbor District projects or programs requiring relocation assistance and benefits under state laws.

This handbook broadly summarizes this Program and describes the principal provisions of relocation legislation concerning where and how to get assistance, eligibility for benefits, payments and requirements. Relocation regulations are complicated and difficult to interpret. Therefore, persons reading the handbook are urged not to form advance opinions as to the benefits and amounts to which they may be entitled. Strict requirements must be met before eligibility can be established and payment benefits determined. Premature action may jeopardize eligibility for a relocation payment.

## **BENEFIT ELIGIBILITY**

Every owner or tenant who is displaced from property on which they operate their business, farm or non-profit organization, as a result of a Harbor District sponsored project, is protected under State of California legislation.

Relocation legislation establishes strict eligibility and documentation requirements for owners and tenants. To receive payment for a particular benefit, they must satisfy all requirements for that particular benefit payment. This handbook will explain the requirements and the process for obtaining financial and advisory relocation assistance services.

## **SUMMARY OF RELOCATION ASSISTANCE**

As an eligible displaced person, you would be offered appropriate financial and advisory assistance to help you relocate, including:

- A. Payment for your moving expenses, which include either:
  - A payment for Actual Reasonable Moving and Related Expenses, or
  - A Fixed Payment in Lieu of a Payment for Actual Moving and Related Expenses
  - Advisory Assistance to explain the relocation process, the related eligibility requirements and the procedures for obtaining reimbursement for moving expenses.
- B. Other help as needed to reestablish your business, farm or non-profit organization to minimize the impact of the move.

If you disagree with the Harbor District's decision as to the amount of your payment or your eligibility for assistance, you may appeal that decision.

## **RELOCATION ADVISORY ASSISTANCE**

A Relocation Advisor will help you find a replacement property either for sale or rent that is suitable in condition, price or rental range, and will help you submit the documentation required to file the appropriate benefit claim forms.

Information on services offered by other agencies is also available. The Relocation Advisor is your principal contact in all matters concerning the Harbor District's relocation programs and procedures.

Your Relocation Advisor will:

- Maintain contact with the business owner throughout the relocation process in order to determine the needs and preferences for a replacement location. Among other matters, requirements as to space, location, site configuration, zoning and cost will be taken into account.
- Assist in determining the need for outside specialists to plan, move and install personal property.
- Assist in identifying and resolving any issues regarding what is real estate and what is personal property to be moved.
- Assist in filing claim forms for the various types of relocation payments, including the type of documentation required to support the amount being claimed.
- Provide referrals to available replacement sites or provide the names of

local real estate agents or brokers who can assist in finding the type of replacement location which appeals to the needs of the business.

- Explain which moving costs may be eligible for reimbursement and which are not eligible.
- Maintain strict confidentiality regarding all matters related to the business operation.
- Provide assurance that the business will not be required to move until Harbor District has provided at least 90 days advance written notice of the specific date by which the property must be vacated.

## FINANCIAL ASSISTANCE

Owners or tenants may be paid on the basis of actual, reasonable, and necessary moving costs and related expenses incurred in moving personal property up to a distance of 50 miles from the displacement location, or under certain circumstances, a fixed payment. Actual, reasonable moving expenses may be paid when the move is performed by a professional mover or when the business chooses a self-move. Some related expenses, such as personal property losses, expenses in finding a replacement site and reestablishment expenses may also be reimbursable.

The business owner must provide the Relocation Advisor and Harbor District with an inventory of the personal property to be moved and advance notice of the approximate date of the move, unless the Harbor District specifically informs you that these notices are not necessary.

The Harbor District has the right to inspect the personal property at the displacement and replacement sites and to monitor the move, as a condition of approval of claims under the Program.

## ACTUAL REASONABLE AND NECESSARY MOVING EXPENSES

All actual, reasonable and necessary moving expenses must be supported by paid receipts or other evidence of expenses incurred, this is often referred to as “proof of payment”. In addition to the cost of transporting your personal property to your replacement site (up to 50 miles), certain other expenses may be reimbursable, such as:

- Packing, unpacking
- Loading, unloading
- Removing and reassembling machinery
- Temporary storage (with prior approval)
- Connection to utilities within the building
- Disconnecting, dismantling
- Reinstalling relocated machinery
- Reprinting obsolete stationery

Other eligible reimbursable costs may include:

- Any license, permit or certification caused by the move to the extent that the cost is necessary to its reestablishment at the replacement site.
- The reasonable cost of any professional services necessary for planning the move of the personal property, moving the personal property, or installing the relocated personal property at the replacement site.
- Insurance of personal property in connection with the move and required storage (if any).
- The reasonable cost of moving and reinstalling telephone, burglar, fire alarm and other specialty equipment or systems, if not purchased by the Harbor District as part of the real estate.

Moving payments are generally made after the move is completed and the premises are left clean and orderly. Payment typically takes four weeks to process from receipt of a signed claim form with required documentation.

### **Estimated Cost Move**

If you agree to take full responsibility for all or part of the move of your operation (under a “Self-Move Agreement”), the Harbor District may approve a payment not to exceed the lower of two acceptable bids or estimates obtained from qualified moving firms, moving consultants, or a qualified Harbor District representative. A low cost or uncomplicated move may be based on a single bid or estimate at the Harbor District’s discretion. The advantage of this moving option is that it relieves you from documenting all moving expenses because the payment is limited to the amount of the lowest acceptable bid or estimate. The Harbor District may make this payment without additional documentation.

### **Purchase of Substitute Personal Property**

If an item of personal property which is used as part of a business is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced business is entitled to the **lesser** of:

- The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item, **or**
- The estimated cost of moving and reinstalling the replaced item, but with no allowance for storage.

### **Direct Loss of Tangible Personal Property**

A business may claim payment for actual direct loss of tangible personal property as a result of moving or discontinuing a business operation. This payment cannot exceed the cost of moving the personal property.

Actual direct loss of personal property is allowed when a person who is displaced from a place of business is entitled to relocate such property in whole or in part, **but elects not to do so.**

Payment is computed on the basis of the **lesser** of:

- The fair market value in place of the item, **as is**, for continued use, less the proceeds from the sale, **or**
- The estimated reasonable cost of moving the item, **as is**, but not including any allowance for storage or for reconnecting the piece of equipment, if the equipment is in storage or not being used at the acquired site.

The reasonable cost incurred in attempting to sell an item that is not to be relocated is also reimbursable. The sales price, if any, and the actual reasonable cost of advertising and conducting the sale of personal property that is not to be relocated must be supported by a copy of the bills of sale or similar documents and by copies of any advertisements, offers to sell, auction records, or other data supporting the bona fide nature of the sale.

When personal property is abandoned with no effort being made by the business and/or owner to dispose of such property, the business and/or owner will not be entitled to claim moving expenses or losses for the items involved.

### **Low Value-High Bulk Personal Property**

If the Harbor District considers personal property to be of low value and high bulk, and moving costs are disproportionate to its value, the allowable reimbursement for the expense of moving such property cannot exceed the **lesser** of:

- The amount which would be received if the property were sold at the site, **or**
- The replacement cost of a comparable quantity delivered to the new business location.

Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property.

Please discuss this with your Relocation Advisor before incurring these costs to assure that they are reimbursable.

### **Searching Expenses for Replacement Property**

Displaced businesses, farms and non-profit organizations are entitled to reimbursement for actual reasonable expenses incurred in searching for a

replacement property, in an amount not to exceed \$1,000. Such expenses may include mileage, meals and lodging away from home, time spent searching, fees paid to a real estate agent or broker to locate a replacement site (excluding fees or commissions related to the purchase of

such sites), time spent in obtaining permits, attending zoning hearings, and negotiating purchase or lease of a replacement site.

Received bills or other applicable documentation must support all expenses claimed. Payment for time spent searching must be based on a reasonable hourly wage for the person(s) conducting the search.

Please discuss this with your Relocation Advisor before incurring these costs to assure that they are reimbursable.

## **RE-ESTABLISHMENT PAYMENT**

In addition to a payment for actual reasonable moving and related expenses, a small business, non-profit organization or farm may be eligible to receive a payment of up to

\$10,000 for reasonable and necessary expenses actually incurred in re-establishing its operation at a replacement site. To qualify, the business must have not more than 500 employees working at the site.

Business reestablishment benefits may include but are not limited to:

- Repairs or improvements to the replacement real property required by Federal, State or local laws, code or ordinance.
- Modifications to the replacement real property to accommodate the business or make the structure(s) suitable for the operation.
- Construction and installation costs of exterior advertising signs and advertising of the replacement location.
- Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting.
- Estimated increased costs of operation at the replacement site during the first 2 years for items such as monthly lease or rental costs, personal or real property taxes, insurance premiums, or utility charges.
- Connection to available nearby utilities from the right-of-way to improvements at the replacement site.
- Professional services performed prior to the purchase or lease of a replacement site to determine a sites' suitability for the business operation, including but not limited to soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or lease of the site).
- Impact fees or one-time assessments for heavy utility usage as determined to be necessary by the Harbor District.

- Other items which the Harbor District considers essential to the re-establishment of the business.

## **INELIGIBLE RE-ESTABLISHMENT EXPENSES**

The following are not considered to be reasonable, necessary or otherwise eligible expenses:

- Purchase of capital assets, such as office furniture, filing cabinets, and machinery or trade fixtures.
- Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.
- Interest on money borrowed to make the move or purchase the replacement property.
- Payment to a part-time business in the home which does not contribute materially to the household income.

## **FIXED PAYMENT “IN LIEU OF” ACTUAL MOVING & RELATED EXPENSES**

Under certain circumstances, eligible businesses, non-profit organizations and farms are eligible to obtain a Fixed Moving Payment “in lieu of” (**i.e., instead of**) receiving a payment for actual, reasonable moving and reestablishment expenses.

The fixed payment for a business or farm operation is based on the average annual net earnings of the business or farm for the 2 years immediately prior to displacement; the fixed payment for a non-profit organization is based on average annual gross revenues for the 2 years immediately prior to displacement, less administrative expenses.

To be eligible, the business, non-profit organization or farm cannot be part of a commercial enterprise having more than three other similar establishments which are not being acquired for the project.

The minimum fixed payment is \$1,000 and the maximum fixed payment is \$20,000. You must provide Harbor District with proof of net earnings to support your claim. Proof of net earnings can be documented by income tax returns, certified financial statements, or other reasonable evidence acceptable to the Harbor District. Your Relocation Advisor will inform you as to your eligibility for this payment and the documentation you must submit to support your claim.

### **Example of Computation of a Fixed Payment**

2011	2012	2013
Annual Net Earnings \$16,500	Annual Net Earnings \$18,500	Year Displaced
<p>Average annual net earnings <math display="block">\\$16,500 + \\$18,500 = \\$35,000 / 2 = \\$17,500</math> Fixed Payment = \$17,500</p>		

Remember, if an “in lieu” payment is selected, there is no entitlement to reimbursement for any other moving, related or reestablishment expenses.

### **RELOCATION PAYMENTS NOT CONSIDERED TO BE INCOME**

No relocation payment received will be considered income for the purposes of the Internal Revenue Code, Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code. This statement is not tendered as legal advice in regard to tax consequences and displaced persons should consult with their own tax advisor or legal counsel to determine the current status of relocation payments.

### **FILING OF CLAIMS**

Your Relocation Advisor will assist you in completing the required relocation claims and explain the type of documentation that you must submit in order to receive payment.

If you are a tenant, you must file your claim within eighteen (18) months of the date you move. If you own the real property, you must file your claim within eighteen (18) months after the date you move, or the date you receive the final acquisition payment, whichever is later. However, it is to your advantage to file your claim as soon as possible after you move. The sooner you submit the claim, the sooner it can be processed and paid.

### **YOUR RIGHT TO APPEAL**

You have the right to appeal, if you feel the Harbor District has failed to properly determine your eligibility for relocation assistance or the amount of a relocation payment. Your Relocation Advisor will provide you additional information about the appeal procedure, if you desire, and help you file your appeal in a timely manner. You will be given a prompt and full opportunity to be heard. You have the right to be represented by legal counsel or another representative in connection with the appeal (but solely at your own expense). The Harbor District will consider all pertinent justifications and materials submitted by you and other available information needed to ensure a fair review. The Harbor District will provide you with a written determination resulting from the appeal with an explanation of the basis for the decision. If you are still dissatisfied with

the relief granted, you may seek judicial review.

## **WHEN THE HARBOR DISTRICT BECOMES YOUR LANDLORD**

If the Harbor District successfully acquires the property you occupy, you may become a tenant of the Harbor District. You will be asked to enter into a rental agreement with the Harbor District which specifies the rent to be paid, its due date and the property management policies which will apply to your tenancy.

No person eligible for relocation payments, who is lawfully occupying real property acquired for a Harbor District sponsored project, will be asked to move without first being given at least 90 days advance written notice.

However, you may be evicted for the following reasons:

- You received an eviction notice prior to the date the Harbor District made an offer to purchase the property and as a result of that notice you are laterevicted;
- Serious or repeated violation of material terms of the rental agreement;
- Failure to pay rent, except for just cause acceptable to the Harbor District;
- Performance of a dangerous or illegal act on the premises;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- The eviction is required by State law or County ordinance and cannot be prevented by reasonable efforts on the part of the Harbor District.

## **ANTI-DISCRIMINATION & LANGUAGES SERVICES**

The Harbor District assures that no person shall, on the grounds of race, color, national origin, age, gender, disability or religion as provided by the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity. If you have a complaint against the Harbor District or its third party contractors please call, Sharon Jones, Facilities and Real Property Manager at (510) 494-4715.

Should you need language assistance with the translation of documents or interpretation services, your Relocation Advisor can help you. Language assistance will be provided at no cost to you.

## **ADDITIONAL INFORMATION**

This handbook is a general overview the Harbor District's relocation assistance program. It is not intended as a complete statement of all the State laws and regulations. You are encouraged to contact your Relocation Advisor with respect to all relocation questions in order to protect all of your benefits. Loss of eligibility may occur if you sell or move from your property without first contacting your Relocation Advisor.

While every effort has been made to assure the accuracy of this handbook, it should be understood that it does not have the force and effect of law, rule, or regulation governing the payment of benefits. Should any difference or error occur, the law will take precedence.

Payment for loss of goodwill is considered a cost related to the acquisition of property. California law mandates that relocation payments cannot duplicate other payments, such as loss of business goodwill.

If you have any questions which have not been adequately answered in this informational handbook, please contact your Relocation Advisor.

## **Appendix Item D**

### **Harbor District**

### **Relocation Assistance Program Appeal Procedure**

The Harbor District's guidelines, rules and regulations for Relocation Assistance are the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its implementing regulations, as they may be amended from time to time, for projects with federal financial assistance, and the California Relocation Assistance Act and Guidelines, and its implementing regulations, as they may be amended from time to time, for all other projects. The process below implements the requirements of the federal and state relocation laws and regulations for appeals of relocation assistance claims.

**Right of Review:** Any claimant aggrieved by the Harbor District's determination as to relocation assistance eligibility, the amount of relocation assistance, the failure to provide comparable permanent or adequate temporary housing, or the Harbor District's property management practices, may file an appeal and request that the Harbor District review and reconsider the relocation assistance claim.

**Notice of Appeal Time Limitations/Content:** A claimant seeking an Informal Oral Presentation and/or Formal Review must notify the Harbor District in writing within eighteen (18) months following the date of the move from the property or the date the claimant receives final compensation, whichever is later. The notice must state the reasons the claimant believes an error or omission has occurred and the nature of the error or omission. If necessary, the Claimant's Relocation Advisor shall provide assistance to the claimant in preparing the written claim.

The request shall be  
directed to:  
Humboldt Bay Harbor, Recreation, and  
Conservation District  
Attention: Chris Mikkelsen, Director of Facilities  
Management  
601 Startare Drive  
Eureka, CA 95502

**Formal Review:** Formal review and reconsideration of the Claimant's claims will be conducted by an authorized, impartial designee of the Harbor District's Executive Director ("Hearing Officer"). The claimant shall have the right to be represented by an attorney or another representative at their expense (if they choose, but this is not a requirement for an appeal proceeding), to present the appeal by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of facts. Claimant's Relocation Advisor shall attend the hearing. Unless the Hearing Officer requests additional information or analysis, no additional information shall be considered after the hearing concludes. The Hearing Officer shall have the authority to revise the initial determination or the determination of a previous informal oral presentation.

**Informal Oral Presentation:** Prior to a Formal Review, a claimant may request an Informal Oral Presentation. Within 15 days of making a request for an Informal Oral Presentation, the claimant will have the opportunity to discuss the claim with an authorized designee of the Harbor District's Executive Director. The Informal Oral Presentation is optional and is NOT a condition to obtaining a Formal Review. The claimant may be represented at their expense by an attorney or other representative. A summary of the matters discussed in the oral presentation shall be included in the appeal file.

**Determination on Review:** The claimant shall receive a copy of the Hearing Officer's determination, including

an explanation of the basis upon which the decision was made once the Hearing Officer's Review is completed. The determination shall be provided within six weeks of the hearing date or the date the claimant, at the Hearing Officer's request submits the last material to the Hearing Officer for consideration.

**Right to Judicial Review:** The claimant has the right to seek judicial review upon exhaustion of all administrative remedies. A claimant's administrative remedies have been exhausted after the Hearing Officer's determination of the Formal Review.

**Inspection of Materials:** The claimant may inspect and copy materials pertinent to the appeal, except materials which the Harbor District classifies as confidential. The Harbor District also may impose reasonable conditions on claimant's right to inspect consistent with applicable laws.

## Appendix Item E

***(Held for insertion of public comment received during 30-day comment period.)***

If any members of the public would like to make comments on the Draft Plan, they should contact the Harbor District:

To contact the Harbor District directly, please contact

Humboldt Bay Harbor, Recreation, and  
Conservation District  
Attention: Chris Mikkelsen, Director of Facilities  
Management  
601 Startare Drive  
Eureka, CA 95502

Phone: (707) 443-0801  
[cmikkelsen@humboldtbay.org](mailto:cmikkelsen@humboldtbay.org)

## Appendix Item F

### General Information Notice

Dear Tenant:

On April 30, 2020, the Board of Directors of the Humboldt Bay Harbor, Recreation (Harbor District), and Conservation District approved a Letter of Intent to Lease to Nordic Aquafarms California, LLC a portion of our property located at 364 Vance Avenue on the Samoa Peninsula which you currently occupy. When the negotiations are completed and the lease is final, Nordic Aquafarms California, LLC intends to remove the structures / facilities you currently occupy and construct new facilities for their use. No State or Federal funding is projected to be part of the project and the Harbor District is providing no subsidy to the lease or development.

This notice is to inform you of your rights under California law. **THIS IS NOT A NOTICE TO MOVE.**

If the lease is approved and Coastal Development Permits are approved the property and you are displaced from the project, you may be eligible for relocation assistance under the law. However, do not move now. This is **NOT** a notice to vacate the premises. If development permits are approved for the Nordic Aquafarms LLC project and you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement properties, and at least 90 days advance written notice of the date you will be required to move. You may also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or other eligible costs. If anyone moves into this unit (subleases) after this notice, your assistance may be reduced.

You should continue to pay your monthly rent because failure to pay rent and meet your obligations as a tenant may be caused for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or lease a new unit before receiving formal notice of your eligibility for relocation assistance. If you move before receiving notice, you may not receive any assistance. Please contact us before you make any moving plans.

The Harbor District will have a draft Relocation Plan available for public review and comment on its website <http://humboldtbay.org/> and the Harbor District Board will receive comments on the relocation Plan at its May 14<sup>th</sup> and May 28<sup>th</sup> Board meetings. If you have any questions or comments, please contact Chris Mikkelsen, Director of Facilities Management at (707)443-0801.

Sincerely

Larry Oetker  
Executive Director

## **STAFF REPORT - HARBOR DISTRICT MEETING**

**May 28, 2020**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**DATE:** May 21, 2020

**TITLE:** **FY 2020-21 District Budget Preparation – draft goals revenues and expenditures by programmatic activity.**

**RECOMMENDATION:** It is recommended that the Board: Receive a report of the draft goals, income and expenditures for RMT I, RMT II, and Shelter Cove and well as the current fee schedule.

**INTRODUCTION:** The Budget is prepared annually under direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors not later than August 1<sup>st</sup>. Staff does not propose to increase any fees during this budget cycle.

**DISCUSSION:** Staff has reviewed the income and expenditures from the previous year and will present an overview at the Board meeting. Attached are draft goals for RMT I, RMT II, and Shelter Cove as well as the fee schedules for the Office, Harbor, Fields Landing Boat Yard, Redwood Marine Terminal and equipment. As the Harbor District is no longer providing direct services at the Fields Landing Boat Yard, those fees may need to be reviewed. The Woodley Island Marina Fees will be reviewed on June 11<sup>th</sup> when that property is presented. The Board established the following schedule to review and adopt the 2020-21 Budget. **The Board and public should note that there are special meetings scheduled on June 11<sup>th</sup> and July 9<sup>th</sup> if needed.**

<b>Date</b>	<b>Meeting Type</b>	<b>Purpose</b>
May 28	Regular	A) Review Preliminary Budget with Preliminary Goals, Income, and Expenditures: <ol style="list-style-type: none"> <li>1. Redwood Marine Terminal I</li> <li>2. Redwood Marine Terminal II</li> <li>3. Shelter Cove</li> </ol> B) Review the Fee Schedule
June 11	Special	A) Preliminary Goals, Income, and Expenditures: <ol style="list-style-type: none"> <li>1. Woodley Island Marina</li> <li>2. Fields Landing Boat Yard</li> <li>3. Dredging</li> </ol> B) Adopt Preliminary Budget
June 25	Regular	A) Preliminary Goals, Income, and Expenditures: <ol style="list-style-type: none"> <li>1. Port Operations</li> <li>2. Conservation and Recreation Programs</li> <li>3. Administrative Services</li> <li>4. General Operating and Staffing</li> <li>5. Follow up discussion from previous budget meeting topics</li> </ol> B) Adopt Final Budget, Fee Schedule and Staffing Allocations
July 9	Special	Budget Review (If Necessary)
July 23	Regular	Final Budget Review, Adoption and Transmission to Board of Supervisors

Attachments

- A      RMT I, RMT II, and Shelter Cove Goals
- B      Current 2019-20 Fee Schedules

# **Humboldt Bay Harbor, Recreation, and Conservation District**

**FY 2020-21 Goals for  
Terminal I, Terminal II and Shelter Cove  
May 28, 2020**

# RMT I GOALS

- Complete the transition of Commercial Fisheries storage off dock to upland areas at RMT I and Woodley Island Marina.
- Perform ongoing safety repairs to Dock while continuing to pull back overall use as it comes to the end of its service life.
- Maintain roads and clear overgrowth vegetation from surrounding areas.
- Secure funding and complete technical studies for the permitting of a new Multi-purpose Dock.
- Secure Red Tank power with goal to secure other long-term power solutions.
- Clean up old easements and shared services agreements.
- Continue to work with the City of Eureka and Humboldt Maritime Association to relocate the 1091 vessel as required by the Coastal Commission.

# RMT I Preliminary Budget: Maintenance Expenses

Location	Cost
Dock Repairs	\$5K
RMT 1 Grounds	\$4k
Red Tank Power	\$36K
Red Tank Dock	\$2K
<b>Total</b>	<b>\$47k</b>

# RMT I Needs Deferrals

Location	Cost
RMT I Dock & Buildings	\$125K
RMT 1 Infrastructure	\$25K
RMT I Deferred Maintenance	\$44K
Red & No Name Docks	\$35K
<b>Total Deferral</b>	<b>\$229k</b>

# RMT II GOALS

- Continue target marketing efforts on aquaculture and other coastal/water related uses while allowing non coastal/water related uses on an interim basis.
- Nordic Aquafarms:
  - Assist tenant to obtain necessary permits to develop an upland aquaculture.
  - Remove all debris piles in within the lease area.
  - Continue positive tenant communications for potential future relocation

# RMT II GOALS

- Permit and develop a master saltwater intake using the existing sea chest.
- Ocean Outfall
  - Permit and develop a master aquaculture effluent discharge program and infrastructure
  - Conduct routine maintenance and structural integrity assessment.
  - Amend the existing lease with the State Lands Commission to allow for broader use that serve the public interest
- Continue to support the North Coast Water Quality Control Board's efforts to develop wastewater treatment facilities on the Samoa Peninsula by utilizing the RMT II property and ocean outfall.

# RMT II Preliminary Budget

Item	Cost
Dock Improvements	\$7.5K
Sea Chest	\$10K
Site Clean Up - Debris Removal	\$25K
Preventive & Recurring Maint.	\$24.3k
Auto & Equipment Maintenance	\$10K
Equipment Purchase	\$4.5K
<b>Total</b>	<b>\$81.3k</b>

# RMT II Needs Deferrals

Item	Cost
Dock Improvements	\$42.5K
Sea Chest	\$15K
Roads & Parking	\$10K
Preventive & Recurring Maint.	\$60.9k
Auto & Equipment Maintenance	\$7K
Utilities Planning	\$15K
<b>Total Deferral</b>	<b>\$150.4k</b>

# Shelter Cove GOALS

- Complete the conversion of the fish cleaning station discharge from direct ocean to the Community Improvement District's wastewater treatment system/composting .
- Complete boat ramp and breakwater maintenance.
- Planning and permitting for breakwater repairs.
- Assist the Shelter Cove Fisherman's Preservation Inc. to:
  - Successfully implement the Sublease and Janitorial Contract
  - Develop and implement a conceptual master plan for the property

# Shelter Cove Preliminary Budget

Item	Cost
Fish Grinder Upgrade	\$100k
Beach/Boat Ramp Maintenance	\$2.5k
General Maintenance	\$10k
<b>Total</b>	<b>\$112.5k</b>

**Harbor District Office**

Service/Charge	Effective 7/1/2015	Proposed Sept. 2019
<b>Requests for Copies of Public Documents</b>		
<b>Archival Research</b>	\$40 per hour*	\$75/hour, one hr minimum, 1/2 hr increments thereafter
<i>*Archival research, as used in this context, is defined as the process of collecting any Harbor District information not dated within 30 days of the request.</i>		
Photocopy cost (no binding included): ~ <b>Request 50 or more copies</b> ~ <b>Photocopy cost (less than 50 copies) - B&amp;W</b> ~ <b>Photocopy cost - color (per page)</b> ~ <b>Photocopy cost - oversized up to 11"x17"</b> ~ <b>Electronic media (disk, tape, etc)</b>	Actual Cost** \$0.10 per side \$1.00 per side \$0.25 per side Actual Cost**	Actual Cost** \$0.10 per side \$1.00 per side \$0.25 per side Actual Cost**
<i>**Actual cost is the charge for the Harbor District cost for the actual time of the position reproducing any information (wage and payroll burden) plus the actual media cost (photocopy, computer disc, tape, etc) and any costs incurred for archival research.</i>		
<b>Facsimiles</b>	\$1.00 per page	\$1.00 per page
<b>Board Meeting Agendas</b> Paper copies for entire Fiscal Year	\$25.00 per calendar year	\$25.00 per calendar year
<b>Board Meeting Minutes</b> Paper copies for entire Fiscal Year	\$25.00 per calendar year	\$25.00 per calendar year
<b>Notary Services</b> Fees set by state	\$10 per signature, per document	\$15 per signature, per page

## Harbor District Office

Service/Charge	Effective 7/1/2015	Proposed Sept. 2019
<b>Permit Process</b>  (Sept 2019) A non-refundable deposit is required with application for permits. In addition to the deposit, all actual costs beyond the deposit will be charged based on fully burdened rates and all third-party costs.  ~ Administrative Permit (Deposit) ~ Emergency Permit (Deposit) ~ Harbor District Permit (Deposit) ~ CEQA Statutorial or Categorical Exemption (Deposit) ~ CEQA Initial Study - Negative Declaration Review (Deposit) ~ CEQA Environmental Impact Report Review (Deposit)	\$100 filing fee, plus processing costs	see below  \$400 \$400 \$500 \$100 \$500 \$1,000
<b>Late Fees and Interest</b>  Monthly moorage rent <u>or lease payments are</u> due on the first of each month and considered late if not paid on or before the 10th of each month. Interest is applied at the end of the month on the balance due. Yearly rent is due by the 10th of the first month of the <u>lease</u> year. <u>If the rental or lease agreement specifies a different due date, fees and/or interest specified in the agreement supersede this proposal.</u>  Account balances between \$5-\$50 Account balances between \$50.01-\$100 Account balances over \$100.01  Ten (10) days after due date.  Thirty (30) days after due date and every 30 days thereafter.	\$10 \$15 \$25	see below see below see below  10% of outstanding balance, \$25 minimum  10% of outstanding balance, \$25 minimum

## Harbor Fee Schedule

Service/Charge	9/1/2013	Proposed Sept. 2019
<b>PILOTAGE CHARGES</b>		
Outbound/Inbound	\$0.1791 cents per Gross Registered Ton. Plus \$30.86 per foot of deep draft.	No Change
Minimum Charge 1. Less than 300 ft LOA (Round Trip) 2. Every 100 ft LOA thereafter (additional)	\$3,450 \$978	No Change No Change
Shift Rates  a. Wharf to wharf, wharf to anchor, or anchor to anchor b. From North Bay to South Bay or South Bay to North Bay	\$2,300  \$2,875	No Change  No Change
Pilot carried away from Station a. Actual expenses and per diem	\$862.50/day + expenses	No Change
Uncorrected Orders a. When vessel's owner or agents do not correspond with their ETA within four hours of last ETA given, compensation will be charged and applied starting at the last ETA given until arrival	\$575/hour	No Change
Standing-By When a pilot is onboard a Ship, Tug or Pilot Boat standing-by for a vessel to arrive, shift or sail and the movement is delayed, a charge of \$575 per hour will be incurred, 1/4 hour charges thereafter.	\$575/hour for 1 hour, charged by 1/4 hour thereafter	No Change
All vessels, their tackle, apparel, furniture, their master, owners and Agents are jointly and severally liable for pilotage fees, which may be recovered in any court of competent jurisdiction		
<b>HARBOR USAGE FEE</b>		
Vessels For cost for the District providing emergency response or mutual aid, administration, maintenance, promotion, and regulation / supervision of shipping)	\$5 per foot of draft at departure Bar and Entrance Channel plus \$5 per foot of draft for using North Bay and Samoa Channels.	\$500 per vessel entering Humboldt Bay (Applies to all Cargo Vessels regardless of draft)
Cargo Fee (For cost incurred by District associated with the Harbor Deepening Project)	\$.075 per short ton at departure Bar and Entrance Channel plus \$.075 per short ton for using North Bay and Samoa Channels.	\$.15 per short ton at departure Bar and Entrance Channel plus \$.15 per short ton for using North Bay and Samoa Channels.
<b>ANCHORING IN THE BAY</b>		
Needed after 72 hours, 14 days at a time with One 14-day extension (must have permit issued from district)	\$1.50 per foot/month, which is \$0.05 per foot/day	\$2.00 per foot/month, which is \$0.065 per foot/day

## Fields Landing Boat Yard

Service/Charge	Effective 7/1/2015	Proposed Oct. 2019
<b>TRAVELIFT</b>		
Round Trip	\$9.40 per foot \$314 minimum	\$9.40 per foot \$314 minimum +\$200 dredge fee
One Way	\$4.70 per foot \$189 minimum	\$4.70 per foot \$189 minimum +\$100 dredge fee
Emergency Haul - One Way	\$18.80 per foot/one way plus 30 lay days	\$18.80 per ft +30 lay days +\$100 dredge fee
Haul-out Deposit		Starting at \$500
On-site wash water containment fee		\$85/vessel
Cancellation fee for late/no-show haul appointments		\$189
Hourly Travelift Charge	\$145 per hour one hour minimum	No Change
Lay Days (work yard rental)	\$1.20 per ft/per day	No Change
Boat Stand Rental		\$10 each/month
Forklift Fee	\$35 per hour, one hr min. per month; thereafter 1/2 hour increments	\$70 per hour, one hr min.; thereafter 1/2 hour increments
Pressure Washer Rental	\$40 for 4 hours	No Change
<b>STORAGE</b>		
Yard Rent Monthly	\$0.35 per sq ft/month	Vessel less than 40 ft \$500/month; Vessel 41-60 ft \$750/month; Over 60', \$0.35 per sq ft/month
Yard Rent Annually	\$0.31 per sq ft/mo/yr in advance	Vessel up to 40 ft \$400/month; Vessel 41-60 ft \$650/month; Over 60 ft, \$0.31 per sq ft/month
Building Rent	\$3.50 per ft/per day	No Change
Side Storage	\$57/per space/month	No Change

## Redwood Marine Terminal and Shelter Cove

Service/Charge	Effective 7/1/2015	Proposed Sept. 2019
<b>REDWOOD MARINE TERMINAL</b>		
Monthly Storage	\$0.30 per sq ft/month	No Change
Annual Storage	\$0.27 per sq ft/month (paid in advance)	No Change
Outside Storage	\$0.15 per sq ft/mo (no yearly discount)	No Change
Moorage	\$0.42 per foot/day	No Change
<b>SHELTER COVE</b>		
Monthly Storage	\$50	Remove
Round Trip Launch/Haul	\$35	Remove
Charter Boat (including launch)	\$75	Remove
Charter Boat Self Launch	\$40	Remove
Self-Launch Parking	\$5 per day	Remove

## Equipment Fee Schedule

Service/Charge	Effective 07/01/2015	Proposed September 2019
<b>Harbor District Boats (plus personnel costs)</b>	\$100/hr - 1 hr minimum	<p><b>Port Authority Boat*:</b> \$120/hour - 2 hour minimum</p> <p><b>Fire Boat*:</b> \$600/hour - 2 hour minimum</p> <p><b>Work Boat (Bar Fly)*:</b> \$120/hour - 2 hour minimum</p> <p><b>Aluminum Skiff*:</b> \$100/hour - 2 hour minimum</p> <p><b>Barge (30'):</b> \$800 per 24 hours</p> <p><b>Barge (30'):</b> \$2,500 for 7 days</p> <p><b>Barge (30'):</b> \$10,000 for 30 days</p> <p><b>*Staff time billed at actual cost</b></p>
<b>Pontoon Boat (plus personnel costs)</b>	\$50/hr - 1 hr minimum	\$100/hour - 2 hour minimum
<b>Containment Boom</b>	Actual cost of deployment and cleaning	No Change
<b>Absorbant Pad (includes disposal cost)</b>	\$1.75 per pad	No Change
<b>Absorbant Boom</b>	\$45/8' section	No Change
<b>Bag of Sweep</b>	\$120	No Change
<b>Personnel (salary plus benefits times actual time)</b>	Actual Cost	No Change
<b>VideoRay Explorer Micro-submersible ROV 130' depth</b>	\$250/day +personnel cost	No Change
<b>35 KW Generator</b>	\$215/day +fuel	No Change
<b>Whacker Light Stand</b>	\$112/day +fuel	No Change
<b>Oil Spill Trailer</b>	\$200/day +replacement of consumables plus decontamination	No Change
<b>Side Scan Sonar</b>	\$500/day +personnel costs	No Change
<b>Security Zone Buoy System</b>	\$1000 per 24 hour period (installed)	No Change

**STAFF REPORT – HARBOR DISTRICT MEETING**  
**May 28, 2020**

**TO:** Honorable Board President and Harbor District Board Members

**FROM:** Larry Oetker, Executive Director

**PREPARED BY:** Britni Anderson, Office Assistant II

**TITLE:** Consideration of Resolution 2020-06, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area for Fiscal Year 2020-2021

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**RECOMMENDATION:** Staff recommends the Board: Adopt Resolution 2020-06.

**BACKGROUND:** The California Department of Fish and Wildlife (CDFW) Office of Spill Prevention and Response (OSPR) in compliance with the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 established five regional Harbor Safety Committees (HSC) throughout California as described in California Government Code 8670.23. Each HSC is responsible for planning for the safe navigation and operation of tankers, barges and other vessels within each of California's major harbors, and must produce an annual Harbor Safety Plan (HSP) encompassing all vessel traffic within the harbor. These functions are essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.

To ensure that HSCs have the necessary resources to execute their designated duties, the OSPR Administrator has made grant funds available in each region to provide an executive secretariat to act as the coordinator for facilitating all communications between HSCs, subcommittees, and the OSPR. The CDFW has approved the Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the HSC of the Humboldt Bay Area, and to receive payment for these services.

**DISCUSSION:** Secretariat activities are performed continuously on an annual basis, and mainly consist of facilitating and hosting bi-monthly HSC meetings; Administrative support to the HSC; and editing, publication, and distribution of the annual Humboldt Bay HSP. The maximum reimbursement for the performance of all duties required by the agreement is \$21,274 per fiscal year. No matching funds are required.

**ATTACHMENTS:**

- A. Resolution 2020-06
- B. Secretariat Grant Agreement

## **HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

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### **RESOLUTION NO. 2020-06**

#### **A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA FOR FISCAL YEAR 2020-2021**

**WHEREAS**, the People of the State of California have enacted the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 covering all aspects of marine oil spill prevention and response in California. The provisions of the Act are implemented by the Administrator who heads the Office of Spill Prevention and Response; and

**WHEREAS**, California Government Code section 8670.23 directs the Administrator to establish a Harbor Safety Committee for the Humboldt Bay Area; and

**WHEREAS**, The Administrator has made grant funds available to provide an executive secretariat to ensure that Harbor Safety Committees have all resources necessary to execute their designated duties; and

**WHEREAS**, the Humboldt Bay Harbor, Recreation and Conservation District is the Port Authority for Humboldt Bay and is a member of the Harbor Safety Committee of the Humboldt Bay Area; and

**WHEREAS**, the Humboldt Bay Harbor, Recreation and Conservation District, as a qualified local government agency, validly existing and in good standing under the laws of California, applied to the California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area; and

**WHEREAS**, the California Department of Fish and Wildlife has approved the Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to receive payment for said services; and

**WHEREAS**, the California Department of Fish and Wildlife requires a Resolution from the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District approving and authorizing the financial assistance of the Secretariat Grant Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District hereby:

1. Accepts the award of a Harbor Safety Committee Secretariat Services Grant in the amount of \$21,274.00 from the California Department of Fish and Wildlife Office of Spill Prevention and Response; and

2. Certifies that the Humboldt Bay Harbor, Recreation and Conservation District has reviewed, understands, and agrees to the provisions contained in the grant agreement; and
3. Delegates the authority to the Executive Director, or his/her designee, to execute the grant agreement and any subsequent amendments with the State of California for the purposes of this grant, and to execute all other documents needed in connection with the Secretariat Services Grant Program.

**PASSED AND ADOPTED** by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 28<sup>th</sup> day of May 2020, by the following polled vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**STEPHEN KULLMANN, President**  
**Board of Commissioners**

**ATTEST:**

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**PATRICK HIGGINS, Secretary**  
**Board of Commissioners**

**CERTIFICATE OF SECRETARY**

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2020-06 entitled,

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT  
AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND  
WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY  
COMMITTEE OF THE HUMBOLDT BAY AREA FOR FISCAL YEAR 2020-2021**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 28<sup>th</sup> day of May 2020; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of May 2020.

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PATRICK HIGGINS, Secretary  
Board of Commissioners

May 4, 2020

Good afternoon, Grantee

We are pleased to send you for signature the attached PDF (e-files) of the California Department of Fish and Wildlife (CDFW) Grant Agreement No. Q2075051.

Please print the attached Grant Agreement, including the exhibits (and attachments) for your files. Please sign the signature page of the Grant Agreement using DocuSign.

Also, please print the following below and sign and date using DocuSign.

- Acknowledgement of Work Commencement Authorization Disclaimer

If the Grantee is a **County/City local gov't or district**, then you must provide a signed and dated **Resolution**.

If you are unable to use DocuSign, then please sign and date the signatory page and the Acknowledgement of Work Commencement Authorization Disclaimer. Scan and email back to me.

All documents, except the Resolution, should be returned to me within five (5) working days by using DocuSign or by regular email. If you are unable to provide the Resolution with five (5) working days you can provide it later, but please inform me when you estimate the Resolution will be completed.

After receipt and processing, the CDFW Payable Grants Unit will send you a copy of the fully executed agreement.

Please do not hesitate to contact me if you have any questions.

*Brian Salazar*

Brian Salazar, AGPA  
California Department of Fish & Wildlife  
Payable Grants Unit  
1700 9<sup>th</sup> Street, Sacramento, CA 95811-7011  
Mailing Address: P.O. Box 944209, Sacramento, CA 94244-2090  
(916) 445-9618

**OFFICE OF SPILL PREVENTION AND RESPONSE  
HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES GRANT PROGRAM  
HUMBOLDT BAY  
GRANT AGREEMENT NUMBER – Q2075051**

**GRANTOR:** State of California, acting by and through  
The California Department of Fish and Wildlife  
P.O. Box 944209  
Sacramento, CA 94244-2090

**GRANTEE:** Humboldt Bay Harbor Recreation and Conservation District  
P.O. Box 1030  
Eureka, CA 95502-1030

**SECTION 1 – LEGAL BASIS OF AWARD**

Pursuant to State of California Budget Act, Chapter 14, Item 3600-101-0320, the California Department of Fish and Wildlife (Grantor or CDFW), and in compliance with the Oil Spill Prevention and Response Act of 1990 as described in California Government Code 8670.23, the Office of Spill Prevention and Response (OSPR) Administrator is authorized to enter into this Grant Agreement (Agreement) and to make an award to Humboldt Bay Harbor Recreation and Conservation District (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

**SECTION 2 – GRANT AWARD**

**2.01 Grant:** In accordance with the terms and conditions of this Agreement, including Section 5.06 – General Terms and Conditions, Grantor shall provide Grantee with a maximum of \$21,274.00 (Grant Funds) to financially support and assist Grantee's implementation of Harbor Safety Committee Secretariat Services, Humboldt Bay (Project).

**2.02 Term:** The term of this agreement is July 1, 2020, or upon Grantor approval, whichever is later, through June 30, 2021.

**SECTION 3 – ELIGIBLE USES OF GRANT**

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

## **SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a governmental entity validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement’s terms.

## **SECTION 5 – GRANTEE’S AGREEMENTS**

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** Grantee agrees that only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8 – Expenditure Summary.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, the Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor.

**5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this Agreement.

**5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. Grantee must include an explanation of and justification for any such request.

**5.09 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW from the Harbor Safety Committee Secretariat Services Grant Program.

**5.10 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

## **SECTION 6 – PROJECT STATEMENT**

**6.01 Introduction:** Each Harbor Safety Committee (HSC) is responsible for planning for the safe navigation and operation of tankers, barges and other vessels within each of California's major harbors and producing an annual harbor safety plan (HSP). This function is considered to be essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.

**6.02 Objectives:** To ensure the HSCs are able to execute their designated duties, the OSPR Administrator has entered into grant Agreements in each region to provide an executive secretariat which will act as the coordinator for facilitating all communications between the HSC, subcommittees, and the OSPR regarding the editing, publication and distribution of the annual Humboldt Bay HSP.

The activities are performed continuously on an annual basis.

**6.03 Project Description:** Grantee will manage the Project as described below:

Program Administrator will serve as coordinator for setting up full and subcommittee meetings of the Humboldt Bay HSC. Grantee will facilitate these meetings, as well as facilitate communications between the HSC, its subcommittees, interested parties, and the OSPR.

Administrative Support will complete the various administrative tasks such as taking meeting minutes, maintaining databases, mailings, posting of notices, and

safety plan distribution.

**6.04 Location:** Activities and meetings will primarily take place in the administrative building on Woodley Island in Eureka, Humboldt County, California (Property).

**6.05 Materials and Equipment:** All materials (e.g. office supplies, notices, pamphlets, bulletins, harbor safety plans, etc.) necessary for the HSC will be furnished by Grantee and procured with funding provided by Grantor.

**6.06 Project Implementation:** Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.07 – Schedule of Due Dates and/or Deliverables:

**Task 1 – Project Management and Administration**

Grantee will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

All aspects of project will be overseen by the Program Administrator.

**Task 2 – Secretariat Services**

Provide secretariat services, along with associated expendable materials and supplies to the HSC.

**Task 3 – HSC Meetings**

Organize and plan for bimonthly full HSC meetings, as well as any subcommittee or ad hoc HSC meetings. All meetings and HSC business shall be conducted in accordance with the California Brown Act and Public Records Act, and the Federal Americans with Disabilities Act.

**Task 4 – Database Maintenance**

Maintain a complete database of all HSC members and alternates, agency liaisons, advisors, Chairs of the other four HSCs, and all parties who have attended a meeting or expressed interest in all of HSC's business. Grantee may periodically purge the database by deleting parties who have requested to be removed. This HSC database will be used for all mail distributions, notifications and/or contacts. Grantee will work with a subcontractor to maintain the HSC database.

**Task 5 – Meeting Schedule**

Annually, prepare and circulate the current-year meeting schedule to all parties identified in the HSC database.

**Task 6 – Meeting Attendance**

Attend all full HSC meetings, as well as any subcommittee or ad hoc HSC meetings. Prepare meeting agendas and minutes.

**Task 7 – Meeting Materials:**

Prepare and circulate meeting materials including, but not limited to, meeting notices, agendas, minutes, correspondence, announcements and handout materials. Meeting materials should be received by the parties identified in the HSC database at least five working days prior to an upcoming meeting. In order to be in compliance with the Brown Act, in no case shall parties receive materials less than 72 hours prior to an upcoming meeting. Electronic communications may be used but requests for paper media must be accommodated.

**Task 8 – Meeting Information**

Post HSC meeting announcements and agendas in a conspicuous publicly accessible space at the offices of the Humboldt Bay Harbor, Recreation and Conservation District.

**Task 9 – Correspondence**

Prepare and circulate correspondence as required by the HSC. At the Project Manager's request, circulate notices of HSC vacancies and any public hearings or workshops that OSPR may be conducting in the local area.

**Task 10 – Committee Roster**

Maintain a current HSC roster (a subset of the HSC database) of all HSC members and alternates, agency liaisons and advisors. Provide a copy of the roster to all parties identified in the HSC database at least once a year or when significant changes occur.

**Task 12 – Record Maintenance**

Store and maintain in an orderly manner a paper record of all meeting materials (as referenced above), HSC-generated documents, and any other materials which support HSC business or were provided at HSC meetings. This is the official HSC record which is deemed to be state property and shall be transferred to OSPR upon request by the Project Manager.

**Task 13 – HSC Database:**

Annually publish and circulate the current HSP as approved by the HSC, as well as any revisions of addendums, to all parties identified in the HSC database. Use of electronic media is acceptable but requests for paper copies must be accommodated.

**Task 14 – Bollard Pull Testing**

Maintain copies of current bollard pull test certificates issued by the International Association of Classification Societies for tugboats which escort tank vessels in Humboldt Bay in accordance with state regulations.

**Task 15 – Media Contacts**

Direct all media contacts for work performed under this agreement to OSPR's

public information officer.

#### **Task 16 – Acknowledgement in the Media**

Acknowledge the support of the State of California whenever publicizing the work under this agreement in any media form.

#### **Task 17 – Information Requests**

Media and public requests for public documents, such as agendas and approved minutes, may be addressed directly by the Grantee.

#### **6.07 Schedule of Due Dates and Deliverables:**

<b>Task</b>	<b>Description</b>	<b>Deliverables</b>	<b>Estimated Completion Dates</b>
1	Project Management and Administration	Quarterly Progress Reports	September 30, 2020 December 31, 2020 March 31, 2021
		Monthly Invoices	Due within 30 days after each Month
		Final Report	June 15, 2021
		Final Invoice	June 15, 2021
2&6	Secretariat Services. Meeting Attendance	Provide secretariat services. Attend HSC meetings every other month on the third Thursday	July 2020, September 2020, November 2020, January 2021, March 2021, and May 2021
5	Meeting Schedule	Annually prepare and circulate HSC meeting schedule	June 15, 2021
7	Meeting Materials and Minutes	HSC materials and meeting minutes shall be posted	No later than 14 days after each meeting
13	Humboldt Bay Area HSP Database	Prepare and submit Humboldt Bay Area HSP	June 15, 2021

#### **SECTION 7 – CONTACTS**

A point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

<b>CDFW Grant Manager:</b>		<b>Grantee Project Manager:</b>	
Name:	Reuben Macaspac	Name:	Larry Oetker
Title:	Oil Prevention Specialist	Title:	Executive Director
Address:	P.O. Box 944209	Address:	P.O. Box 1030

	Sacramento, CA 94244-2090		Eureka, CA 95502-1030
Phone:	(916) 375-5928	Phone:	(707) 443-0801
Email:	<a href="mailto:Rueben.macaspac@wildlife.ca.gov">Rueben.macaspac@wildlife.ca.gov</a>	Email:	<a href="mailto:Loetker@humboldtbay.org">Loetker@humboldtbay.org</a>

Direct all administrative inquiries to:

<b>CDFW Grant Coordinator:</b>		<b>Grantee Project Manager:</b>	
Name:	Julia-Malia Olea	Name:	Larry Oetker
Title:	Contract/Grant Coordinator	Title:	Executive Director
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	P.O. Box 1030 Eureka, CA 95502-1030
Phone:	(916) 375-5967	Phone:	(707) 443-0801
Email:	<a href="mailto:Julia-malia.olea@wildlife.ca.gov">Julia-malia.olea@wildlife.ca.gov</a>	Email:	<a href="mailto:Loetker@humboldtbay.org">Loetker@humboldtbay.org</a>

## SECTION 8 – REPORTS

**8.01 Progress Reports:** Grantee shall submit quarterly Progress Reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide Grantee with a sample Progress Report upon request.

**Requirements:** The Progress Reports will consist of one hard copy or one electronic PDF copy. The Progress Reports shall describe specific grant activities that are not captured in the meeting minutes such as: accomplishments achieved; problems and solutions; and any pertinent information that may become available to the HSC during the quarter. Since the grant is for one year, Progress Reports are required for the first three quarters only. The fourth quarter Progress Report will serve as the Final Report.

**8.02 Final Report:** Grantee shall submit a Final Report by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. The report shall summarize the life of this Agreement and describe the work and results pursuant to Section 6 – Project Statement. The Final Report will consist of one hard copy or one electronic PDF copy. As stated above, the fourth quarter Progress Report will serve as the final report. It shall contain all items required in the quarterly report as well as a brief summation of all project activities performed throughout the complete term of the grant. The Final Report will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide Grantee a sample Final Report template, upon request.

## SECTION 9 – BUDGET AND PAYMENT

**9.01 Budget Details and Funding Summary:** Grantor will provide an amount not to exceed \$21,274.00 as detailed below in the Line Item Budget Detail (Budget) below. Grantee or its partners will provide up to \$0 in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement. Grantee will provide Grantor accurate records of all cost share with Grantee's Final Report. Any changes or modifications to a fund source indicated below must be promptly

reported to CDFW Grant Manager in writing.

Line Item Budget Detail	
<b>A. PERSONNEL SERVICES</b>	
Program Administrator (\$50hr/33hrs)	\$1,650.00
Administrative Support (\$30hr/350hrs)	\$10,500.00
<b>Subtotal Personnel Services</b>	<b>\$12,150.00</b>
Staff Benefits @ 25%	\$3,037.50
<b>Total Personnel Services</b>	<b>\$15,187.50</b>
<b>B. OPERATING EXPENSES: GENERAL</b>	
Field Supplies (Section 6.05 – Materials and Equipment)	\$4,651.50
Travel (Not to exceed state reimbursement rates)	\$1,000.00
<b>Subtotal Operating Expenses: General</b>	<b>\$5,651.50</b>
<b>C. OPERATING EXPENSES: SUBCONTRACTORS</b>	
HSC Website Maintenance (\$36.25/mo.)	\$435.00
<b>Subtotal Operating Expenses: Subcontractors</b>	<b>\$435.00</b>
<b>D. OPERATING EXPENSES: EQUIPMENT</b>	
<b>Subtotal Operating Expenses: Equipment</b>	<b>\$0.00</b>
<b>E. INDIRECT COSTS</b>	
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0.00
<b>F. GRAND TOTAL (A+B+C+D+E)</b>	<b>\$21,274.00</b>

**9.01.1 Budget Flexibility:** Grantee must submit all budget line item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact.

Informal Budget adjustments between existing line items may be permitted. Any revision to the Line Item Budget Detail must comply with Section 5.07 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions that are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 - Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) of up to \$25,000 or 10% of the Agreement amount, whichever is less.

A formal Budget adjustment will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the

Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g. Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line item shifts **within** a budget category (e.g. Field Supplies to Travel) that exceed \$25,000 or 10% of the Agreement amount, whichever is less.

## **9.02 Payment Provisions**

**9.02.1 Disbursements:** Grantor will disburse Grant Funds to Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.07 – Schedule of Due Date and/or Deliverables.

Grant disbursements will be mailed to the following Grantee address:

<b>Grantee Name:</b>	Humboldt Bay Harbor Recreation and Conservation District
<b>Attention:</b>	Larry Oetker, Executive Director
<b>Address:</b>	P.O. Box 1030 Eureka, CA 95502-1030

**9.02.2 Invoice Documentation:** Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.07 – Schedule of Due Dates and/or Deliverables. The invoice package must be either mailed hard copy or electronic submission to CDFW Grant Manager contact located in Section 7 – Contacts.

**Requirements:** The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;

3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., Q2075051 -Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

**AUTHORIZED AGENT FOR GRANTEE**

By: DocuSigned by:  
Signature:   
Printed Name: Larry Oetker  
Title: Executive Director

Date: 5/5/2020

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

By:  
Signature: \_\_\_\_\_  
Printed Name: Valinda Roberts  
Title: Chief, Business Operations

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

*This Agreement is exempt from DGS-OLS approval, per SCM 4.06.*

1. **APPROVAL:** This Agreement is of no force or effect until signed by both Parties and approved by CDFW or Grantor. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT:** This Agreement is not assignable by Grantee, either in whole or in part, without the consent of CDFW in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that CDFW, the Department of General Services (DGS), the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes

of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in Grant Funds.

**13. RIGHT TO TERMINATE:**

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all funds received under this Agreement and return to CDFW all Grant Funds received under this Agreement which have not been previously expended to provide the services outlined within this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

**14. CONFIDENTIALITY OF DATA:** Grantee shall protect from disclosure all information made available by CDFW. Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

**15. DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include this Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

**16. USE OF SUBCONTRACTOR(S):** If Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, CDFW Grant Manager shall be notified immediately, in writing.

Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

**17. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW, and any subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

**18. TRAVEL AND PER DIEM (if applicable):** Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.

**19. LIABILITY INSURANCE (as applicable):** Unless otherwise specified in the Agreement, when Grantee submits a signed Agreement to the State, Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the (DGS), and Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. **GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
21. **PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES:** Property, exclusive of real property, as used in this exhibit shall include the following:
  - a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
  - b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
  - c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
  - d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

Grantee may purchase property under this Agreement only if specified in the Budget section. All property purchased by Grantee is owned by Grantee. CDFW does not claim title or ownership to

the property but, requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by Grantee are reimbursed by CDFW, Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item(s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Grantee's invoice(s).

Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Funds.

Prior written authorization by the CDFW Grant Manager shall be required before Grantee will be reimbursed for any property purchases not specified in the budget. Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant Funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant Funds cannot be used for property if specifically prohibited in the authorizing Legislation or restricted in the terms of the program.

Should this Agreement be cancelled for any reason, any property purchased with Grant Funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by Grantee under this Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

May 4, 2020

Larry Oetker, Executive Director  
Humboldt Bay Harbor, Recreation and Conservation District  
P.O. Box 1030  
Eureka, CA 95502

Re: Q2075051 – Harbor Safety Committee Secretariat Services – Humboldt Bay

**ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER**

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

DocuSigned by:  
  
061A216C0D9740A...  
\_\_\_\_\_  
Authorized Signature

5/5/2020

\_\_\_\_\_  
Date

Larry Oetker      Executive Director

\_\_\_\_\_  
Printed Name and Title of Person Signing