

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

**DATE:** May 12, 2022

**TIME:** Closed Session – 5:00 P.M.  
Regular Session – 6:00 P.M.

**PLACE:** Join Zoom Meeting  
<https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402  
One tap mobile  
(669) 900-9128, 6917934402#

*Consistent with Executive Orders N-25-20 and N-29-20, the Board of Commissioners meeting location will not be physically open to the public. Members of the public may observe and participate in the meeting via Zoom or teleconference using the information set forth above.*

- 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 closed session items. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Closed Session Agenda. 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.*

**3. Move to Closed Session**

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: Humboldt County APN: 401-031-083-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Samoa Pacific Group, LLC. Under negotiation: price and terms of payment.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Property: Humboldt County APNs: 401-031-071-000 and 401-112-029-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Sniper Enterprises, LLC. Under negotiation: price and terms of payment.

**Agenda for May 12, 2022 Regular Board Meeting**

- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-054-000, 401-031-061-000, 401-112-013-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: California Redwood Company. Under negotiation: price and terms of payment.
- d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

**4. Call to Order Regular Session at 6:00 P.M. and Roll Call**

**5. Pledge of Allegiance**

**6. Report on Closed Session**

**7. 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. Callers can “raise their hand” by pressing (STAR) \*9 and unmute themselves by pressing (STAR) \*6.*

**8. Consent Calendar**

- a) Adopt Minutes for April 14, 2022 Regular Board Meeting
- b) Adopt Minutes for April 27, 2022 Special Board Meeting
- c) Receive District Financial Reports for March 2022
- d) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings

**9. Communications, Reports and Correspondence Received**

- a) Executive Director’s Report
- b) Staff Reports
- c) District Counsel and District Treasurer Reports
- d) Commissioner and Committee Reports
- e) Correspondence Received

**10. Unfinished Business**

- a) Consideration of Resolution 2022-04, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the Maritime Administration of the US Department of Transportation for a 2022 Port Infrastructure Development Program Grant for the Humboldt Offshore Wind Terminal Project**

*Recommendation:* Staff recommends the Board: Adopt Resolution 2022-04.

*Summary:* In mid-2021, the District applied for a \$56M grant from the Port Infrastructure Development Program (PIDP), which is administered by the Maritime Administration of the US Department of Transportation. Because the District's 2021 application was not awarded, staff has reformulated a new strategy and has prepared an application for a \$12M grant for the 2022 round of the PIDP. Attachment A to this staff report is a Resolution authorizing submittal of that grant application.

- b) Receive Report Regarding Status and Projected Schedule of Intertidal Mariculture Pre-permitting Project**

*Recommendation:* Staff recommends the Board: Receive a report.

*Summary:* The Board has requested a status report and projected schedule for the Intertidal Mariculture Pre-permitting project. Staff projects that the EIR for this project can come before the Board between October and December of this year. If the Board approves the EIR at that time, then the remaining permits can then be completed in the months that follow. New projects could utilize the suite of permits by the Summer of 2023.

**11. New Business**

- a) Official Vote To Elect One Candidate To Serve As a Regular Special District Member and One Candidate To Serve As Alternate Special District Member on LAFCo**

*Summary:* In lieu of a meeting, an Official Ballot has been received to fill one vacancy for a regular special district member of the Humboldt Local Agency Formation Commission and one vacancy for an alternate special district member. The elected candidates will serve a four-year term from July 1, 2022 to June 30, 2026.

- b) Review of Preliminary Budget and Goals for Tidelands, Redwood Marine Terminal I and Redwood Marine Terminal II**

*Recommendation:* Staff recommends the Board: Review and provide direction regarding the Preliminary budget and goals for Tidelands, Redwood Marine Terminal I and Redwood Marine Terminal II.

*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

**Agenda for May 12, 2022 Regular Board Meeting**

the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors no later than August 1<sup>st</sup>.

**c) Consider Adopting Resolution 2022-03, 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 2022-2023**

*Recommendation:* Staff recommends the Board: Adopt Resolution 2022-03.

*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.

**11. Future Agenda Items**

- a) Green Diamond Shared Services Agreement
- b) Dredge Update/Options on smaller dredges
- c) Hours Actualized by Bar Fly
- d) Commercial Salmon Season Update
- e) Mutual Aid Agreement

**13. Adjournment**

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

**April 14, 2022**

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 5:00 P.M., Regular Session met at 6:00 P.M. both via video conference with a teleconference option.

**CLOSED SESSION – 5:00 P.M.**

**PUBLIC COMMENT:** The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: No one.

**BUSINESS**

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of Purchase and or Lease of Real Property on Samoa Peninsula, Humboldt County, With Assessor’s Parcel Numbers, 401-031-083-000, 401-112-030-000, 401-031-054-000, 401-031-061-000, 401-112-013-000, 401-031-071-000, and 401-112-029-000, Pursuant to California Government Code § 54956.8. District Negotiators: Larry Oetker, Executive Director and Ryan Plotz, District Counsel. Negotiating Party: Town of Samoa, Green Diamond, Sniper Properties. Under Negotiation: Price and Payment Terms.
  
- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code section 54957(b)(1). Title: Executive Director – Larry Oetker

**REGULAR SESSION – 6:00 P.M.**

ROLL CALL:

PRESENT:       DALE  
                  HIGGINS  
                  KULLMANN  
                  MARKS  
                  NEWMAN

ABSENT:        NONE

QUORUM:       YES

**REPORT ON CLOSED SESSION:** No reportable action. Item B was continued to a subsequent meeting.

**MOMENT OF SILENCE IN HONOR OF LAURADA CURLESS (1931-2022)**

**PUBLIC COMMENT:** The following individuals addressed the Commission regarding subject matters not on the special session meeting agenda: No one.

**PLEDGE OF ALLEGIENCE**

**CONSENT CALENDAR**

- a) Adopt Minutes for March 10, 2022 Regular Board Meeting
- b) Receive District Financial Reports for February 2022
- c) Affirm the Findings Made in Resolution 2021-16 Regarding the Continued State of Emergency and Authorize the Continued use of Teleconference Meetings
- d) Approve a Change Order in the Amount of \$32,484.69 to the Clean Earth Contract to Remove Hazardous Materials from Redwood Marine Terminal II
- e) Consider Accepting for Filing District Permit No. 2022-03 City of Arcata Non-Motorized Boat Launch
- f) Approve Employment Contract for Natural Resources Coordinator
- g) Approve MOA-2022-023, a data-sharing Agreement between the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Center for Operational Oceanographic Products and Services (CO-OPS) and the Humboldt Bay Harbor, Recreation and Conservation District for the Quality Control and Dissemination of Data for the Humboldt Bay Physical Oceanographic Real-Time System (PORTS) to remain in effect until December 31, 2026

COMMISSIONER MARKS MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-G.

COMMISSIONER KULLMANN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

**COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED**

- a) Executive Director's Report
  - I. Executive Director presented Executive Director's report.
- b) Staff Reports
  - I. Staff presented on recent District activities.
- c) District Counsel and District Treasurer Reports
  - I. None.
- d) Commissioner and Committee Reports
  - I. Commissioners reported on recent activities and subcommittees.
- e) Correspondence Received
  - I. None.

**UNFINISHED BUSINESS**

- a) **Consider Adopting Amendment No. 4 to Ordinance No. 10: An Amendment to Ordinance 10 of the Humboldt Bay Harbor, Recreation and Conservation District Amending and Adjusting the Boundaries of the Election Divisions of the Humboldt Bay Harbor, Recreation and Conservation District**

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.  
COMMISSIONER MARKS MOVED TO CONDUCT A SECOND READING AND ADOPT AMENDMENT NO. 4 TO ORDINANCE NO. 10 BY TITLE ONLY "AN AMENDMENT TO ORDINANCE 10 OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT AMENDING AND ADJUSTING THE BOUNDARIES OF THE ELECTION DIVISIONS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT."  
COMMISSIONER NEWMAN SECONDED.  
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.  
Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN  
Noes: NONE  
Absent: NONE  
Abstain: NONE

**b) Consider Adopting Ordinance 20, An Ordinance of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District Relating to the Prohibition of the Storage and Handling of Coal and Petroleum Coke on District-Owned Property**

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Robin Gray-Stewart commented.
- IV. Chair Dale moved the discussion back to the Commission.  
COMMISSIONER KULLMANN MOVED TO CONDUCT A SECOND READING AND ADOPT ORDINANCE NO. 20 BY TITLE ONLY "AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT RELATING TO THE PROHIBITION OF THE STORAGE AND HANDLING OF COAL AND PETROLEUM COKE ON DISTRICT-OWNED PROPERTY."  
COMMISSIONER MARKS SECONDED.  
ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.  
Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN  
Noes: NONE  
Absent: NONE  
Abstain: NONE

**NEW BUSINESS**

**a) Shelter Cove Fishing Preservation, Inc. Janitorial Agreement**

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.  
COMMISSIONER HIGGINS MOVED TO APPROVE A JANITORIAL AGREEMENT WITH THE SHELTER COVE FISHING PRESERVATION, INC FOR TWO YEARS FROM APRIL 2022 TO MARCH 2024.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

**b) Consider Approving Resolution 2022-02, thereby: Approving Harbor District Permit #2022-01 with Associated Conditions of Approval, Approving an associated CEQA Notice of Exemption, and Establishing Findings Relative to the Permit Application (Hog Island Dock Repair)**

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO APPROVE RESOLUTION 2022-02 THEREBY APPROVING HARBOR DISTRICT PERMIT NO. 2022-01 WITH ASSOCIATED CONDITIONS OF APPROVAL, APPROVING AN ASSOCIATED CEQA NOTICE OF EXEMPTION, AND ESTABLISHING FINDINGS RELATIVE TO THE PERMIT APPLICATION FOR HOG ISLAND DOCK REPAIR.

COMMISSISONER KULLMANN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

**c) Review of Preliminary Budget and Goals for Woodley Island Marina, Shelter Cove and Fields Landing Boat Yard**

- I. Executive Director and District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Jennifer Kalt commented.
- IV. Chair Dale moved the discussion back to the Commission.
- V. Report only, no formal action was taken.

**d) Approve Purchase Order for Eel River Disposal to Allow for the Remaining Debris Piles at Redwood Marine Terminal II to be Removed.**

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER MARKS MOVED TO APPROVE PURCHASE ORDER NO 1754 FOR EEL RIVER DISPOSAL TO ALLOW FOR THE REMINING DEBRIS PILES AT REDWOOD MARINE TERMINAL II TO BE REMOVED.

COMMISSIONER NEWMAN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.



**Draft Minutes for April 14, 2022 Regular Board Meeting**

Ayes: DALE, HIGGINS, KULLMANN, MARKS, NEWMAN  
Noes: NONE  
Absent: NONE  
Abstain: NONE

**e) Receive a Report Regarding Upcoming Grant Application for Port Infrastructure Development Program**

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. Jennifer Kalt commented.
- IV. Chair Dale moved the discussion back to the Commission.
- V. Discussion only, no formal action was taken.

**FUTURE AGENDA ITEMS**

- a) Green Diamond Shared Services Agreement
- b) District-owned Dredge Update
- c) Comparisons from Prior FY Budget Goals and Expenditures
- d) Bar Fly – Actualized Hours
- e) Update on Mariculture Pre-permitting Process for Intertidal Areas
- f) Commercial Salmon Season Update (Commissioner Newman)
- g) CSDA Mutual Aid Agreement
- h) Port Infrastructure Development

**ADJOURNMENT – 7:36 P.M.**

COMMISSIONER KULLMANN MOVED TO ADJOURN THE APRIL 14, 2022 REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
COMMISSIONER MARKS SECONDED.

**APPROVED BY:**

**RECORDED BY:**

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Richard Marks  
Secretary of the Board of Commissioners

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Mindy Hiley  
Director of Administrative Services

**DRAFT MINUTES  
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS  
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

**April 27, 2022**

The Humboldt Bay Harbor, Recreation and Conservation District met in Special Session on the above date, Closed Session met at 6:00 P.M via video conference with a teleconference option.

**CLOSED SESSION – 6:04 P.M.**

**PUBLIC COMMENT:** The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: No one.

**BUSINESS**

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APN: 401-031-083-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel  
Negotiating parties: Samoa Pacific Group, LLC. Under negotiation: price and terms of payment.
- b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-071-000 and 401-112-029-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: Sniper Enterprises, LLC. Under negotiation: price and terms of payment.
- c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Humboldt County APNs: 401-031-054-000, 401-031-061-000, 401-112-013-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel. Negotiating parties: California Redwood Company. Under negotiation: price and terms of payment

**ADJOURNMENT – 7:02 P.M.**

**APPROVED BY:**

**RECORDED BY:**

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Richard Marks  
Secretary of the Board of Commissioners

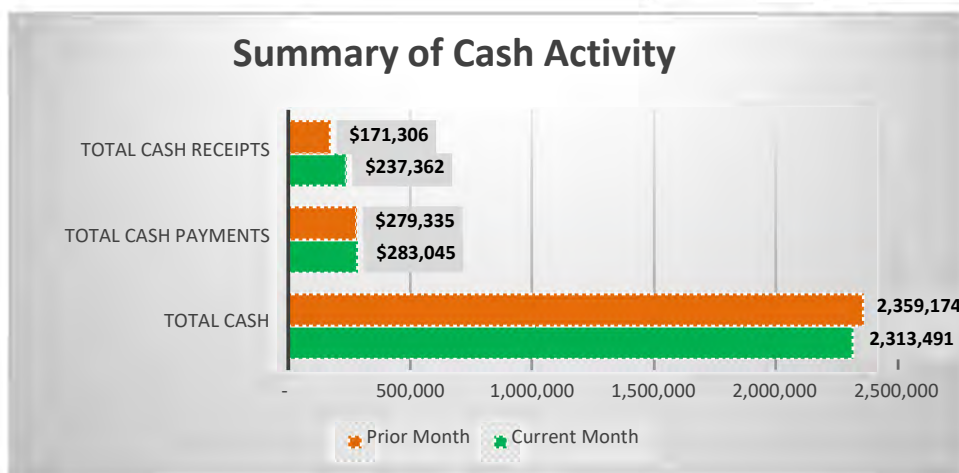
\_\_\_\_\_  
Mindy Hiley  
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended March 31, 2022 and February 28, 2022

	<u>3/31/22</u>	<u>2/28/22</u>
<b><u>Account Balances</u></b>		
Checking	\$ 98,359	\$ 269,681
Savings	24,544	38,026
Tariff	1,336,923	1,197,895
County Treasury	851,983	851,983
Cash on hand	1,682	1,589
<b>Total Cash</b>	<b><u>2,313,491</u></b>	<b><u>2,359,174</u></b>
Add: Accounts Receivable (less doubtful accounts)	665,009	643,118
Less: Accounts Payable	(12,926)	(122,577)
Available Cash and Receivables	<u>\$ 2,965,574</u>	<u>\$ 2,879,715</u>
<b><u>Change in Cash Balance</u></b>		
Balance, Beginning of Month	\$ 2,359,174	\$ 2,467,203
Monthly Deposits	237,362	171,306
Monthly Payments	(283,045)	(279,335)
Balance, End of Month	<u>\$ 2,313,491</u>	<u>\$ 2,359,174</u>
<b><u>Monthly Expenses Summary</u></b>		
Significant/Unusual Expenses:		
Humboldt Bay Development Assoc lease payment		\$ 53,733
Third payroll in month	\$ 20,597	
Sub-total, Significance/Unusual Expenses	<u>20,597</u>	<u>53,733</u>
General operating expenses and other misc. expense	262,448	225,602
Total Cash Payments	<u>\$ 283,045</u>	<u>\$ 279,335</u>
<b><u>Monthly Deposits Summary</u></b>		
Significant/Unusual Revenues:		
Sub-total, Significant/Unusual Revenues	<u>-</u>	<u>-</u>
General revenues	\$ 237,362	\$ 171,306
Total Cash Receipts	<u>\$ 237,362</u>	<u>\$ 171,306</u>



11:13 AM

## Humboldt Bay Harbor, Recreation &amp; Conservation District

## Balance Sheet

05/06/22

As of March 31, 2022

Accrual Basis

	Mar 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	26,658.61
10200.1 · Cash in PNC, Checking	68,913.24
10400 · CASH IN COUNTY - FUND 2720	816,464.59
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff PNC	1,336,922.60
10700.1 · Cash in bank, Water PNC	24,544.48
10901 · UNEXPENDED MARINA SURCHARGES	1,562,752.09
10903 · RESTRICTED CASH	-1,562,752.09
<b>Total Checking/Savings</b>	<b>2,310,302.40</b>
<b>Accounts Receivable</b>	
12000 · ACCTS RECEIVABLE	981,562.76
<b>Total Accounts Receivable</b>	<b>981,562.76</b>
<b>Other Current Assets</b>	
12100 · ALLOW FOR BAD DEBTS	-315,850.63
12200 · TAXES RECEIVBLE	328,564.00
12300 · INTEREST RECEIVBLE	5,906.96
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	27,802.55
12800 · LEASE RECEIVABLE	1,710.86
12900 · Accounts Receivable FSM	-901.65
1499 · Undeposited Funds	402.40
<b>Total Other Current Assets</b>	<b>5,897,009.49</b>
<b>Total Current Assets</b>	<b>9,188,874.65</b>
<b>Fixed Assets</b>	
<b>CAPITAL ASSETS, NET</b>	
14910 · BEACH PROPERTY	208,149.00
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15500 · MARINA, RESTAURANT COMPLEX	34,100.00
15600 · MARINA	10,529,004.29
15700 · FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 · SHELTER COVE	2,386,247.10
15900 · DREDGING COSTS	215,226.78
16000 · KING SALMON	15,143.99
16100 · MARINA DREDGE,CONSTR IN PROGRES	1,214,232.34
16400 · REDWOOD DOCK PROPERTY	3,010,194.30
16500 · HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 · TABLE BLUFF LIGHTHOUSE	361.44
16700 · AQUAPONICS PILOT FACILITY	96,036.61
16800 · REDWOOD TERMINAL 2	2,613,169.43
16900 · Dredge	1,215,423.27
17000 · ACCUMULATED DEPRECIATION	-17,855,858.17
<b>Total CAPITAL ASSETS, NET</b>	<b>10,840,739.21</b>
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
<b>Total Fixed Assets</b>	<b>10,898,334.96</b>
<b>Other Assets</b>	
19000 · Deferred Outflows of PERS	320,904.00
<b>Total Other Assets</b>	<b>320,904.00</b>

## Humboldt Bay Harbor, Recreation &amp; Conservation District

## Balance Sheet

05/06/22

As of March 31, 2022

Accrual Basis

	Mar 31, 22
<b>TOTAL ASSETS</b>	<b>20,408,113.61</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · ACCOUNTS PAYABLE	41,399.83
<b>Total Accounts Payable</b>	41,399.83
<b>Credit Cards</b>	
20112 · US Bank Visa	1,557.40
<b>Total Credit Cards</b>	1,557.40
<b>Other Current Liabilities</b>	
<b>Payroll tax &amp; Withholding Liab</b>	
21100 · FEDERAL WITHHOLDING TAX	-3,639.00
2111 · *DIRECT DEPOSIT LIABILITIES	-21,724.27
21200 · STATE WITHHOLDING TAX	-1,317.22
21300 · STATE UNEMPLOYMENT TAX	2,026.90
21400 · SOCIAL SECURITY/MEDICARE TAX	-1,069.00
21600 · PERS CARE/MEDICAL INSURANCE	1,977.40
21700 · PERS RETIREMENT	-0.93
21800 · STATE DISABILITY INSURANCE	-405.46
<b>Total Payroll tax &amp; Withholding Liab</b>	-24,151.58
20100 · LEASE PAYABLE TO HBDA	-245.00
20200 · NOTES PAYABLE	310,482.25
20400 · ACCRUED WAGES PAYABLE	30,648.93
20500 · ACCRUED INTEREST	37,694.66
20600 · ACCRUED VACATION PAYABLE	35,976.00
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	16,440.00
20802 · PLUG DEPOSITS ON HAND	1,020.00
20803 · SLIP DEPOSITS ON HAND	50,509.76
20804 · STORAGE DEPOSITS	3,698.15
20806 · LEASE SECURITY DEPOSIT	238,719.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,750.26
20808 · WAIT LIST DEPOSIT	3,000.00
<b>Total 20800 · DEPOSITS ON HAND</b>	316,137.59
22000 · DEFERRED LEASE INCOME	59,799.33
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	60,092.31
28000 · DEFERRED INCOME	159,379.27
28500 · OTHER DEFERRED CREDITS	723,523.92
<b>Total Other Current Liabilities</b>	5,615,337.68
<b>Total Current Liabilities</b>	5,658,294.91
<b>Long Term Liabilities</b>	
24001 · Gound Lease Amortization	-364,299.17
24003 · Groundlease Current Offset	-60,092.31
25200 · ENVIRONMENTAL REMEDIATION LIAB	10,162.77
25500 · OPEB Liability	220,710.00
25700 · BOND PAYABLE 2014 REFINANCING	1,968,656.20
25800 · BBVA Loan Payable	1,058,384.95
25900 · LESS CURRENT PORTION	-310,482.25
27000 · Net Pension Liability	1,150,835.00
27200 · Deferred Inflows of PERS	153,290.00
<b>Total Long Term Liabilities</b>	3,827,165.19
<b>Total Liabilities</b>	9,485,460.10
<b>Equity</b>	

# Humboldt Bay Harbor, Recreation & Conservation District

## Balance Sheet

As of March 31, 2022

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	<u>Mar 31, 22</u>
30500 · INVESTMENT IN FIXED ASSETS	9,229,635.59
30900 · RESTRICTED FUND BALANCE	1,562,751.98
31200 · GENERAL FUND BALANCE	
31000 · FUND BALANCE - TIDELANDS TRUST	-2,061,554.20
31200 · GENERAL FUND BALANCE - Other	-440,644.21
	<hr/>
Total 31200 · GENERAL FUND BALANCE	-2,502,198.41
Net Income	2,632,464.35
	<hr/>
Total Equity	10,922,653.51
	<hr/>
TOTAL LIABILITIES & EQUITY	<u><u>20,408,113.61</u></u>

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Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

05/06/22

March 2022

Accrual Basis

	Mar 22	Jul '21 - Mar 22
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Donations</b>		
46519 · Donations - Lighthouse	5.00	17.00
<b>Total Donations</b>	5.00	17.00
<b>Dredging Revenue</b>		
41318 · Dredging Surcharge - T	17,960.64	147,618.01
<b>Total Dredging Revenue</b>	17,960.64	147,618.01
<b>Fees</b>		
40108 · PERMITS-T	800.00	3,450.00
40808 · Pilotage Services - T	1,397.06	3,306.88
41308.1 · Poundage - T	0.00	3,279.22
41818 · Late Charges/Interest - T	725.00	7,415.00
41819 · Late Charges/Interest - NT	472.50	8,790.74
45608 · Chevron - Ports O&M - T	8,087.50	24,262.50
<b>Total Fees</b>	11,482.06	50,504.34
<b>Float Replacement Account</b>		
41418 · Float Replacement	6,039.88	49,678.07
<b>Total Float Replacement Account</b>	6,039.88	49,678.07
<b>Grant Revenue</b>		
<b>Conservation Grants</b>		
45208.3 · Conservation Grants, Gov't - T	0.00	2,749.00
<b>Total Conservation Grants</b>	0.00	2,749.00
<b>Harbor Grants</b>		
45208 · Harbor Grants, Other - T	0.00	10,529.50
45208.1 · Harbor Grants, Gov't - T	0.00	603,546.55
<b>Total Harbor Grants</b>	0.00	614,076.05
<b>Total Grant Revenue</b>	0.00	616,825.05
<b>Harbor Surcharge</b>		
40908 · Harbor Improvement Surcharge-T	18,869.65	118,899.07
<b>Total Harbor Surcharge</b>	18,869.65	118,899.07
<b>Interest Revenue</b>		
43108 · Interest Income - T	99.09	843.41
43109 · Interest Income - NT	13,650.00	122,850.04
43309 · Interest On Del Accts - NT	75.00	75.00
43318 · Interest On Del Accts - T	0.00	80.07
<b>Total Interest Revenue</b>	13,824.09	123,848.52
<b>Other Revenue</b>		
45908 · Other Revenue - T	2.00	23,739.00
45909 · Other Revenue - NT	130.00	6,900.40
46008 · Recovery of Bad Debt - T	3,735.16	3,735.16
<b>Total Other Revenue</b>	3,867.16	34,374.56
<b>Rent Income</b>		
40218 · Slip Rents - T	47,464.61	385,055.43
40318.1 · Transient Rentals - T	1,404.95	23,408.63
40518 · Equipment Rent - T	2,880.00	7,440.00
40519 · Equipment Rent - NT	143.05	4,724.52
40809 · Yard Rent - NT	931.20	8,380.80
41108 · Rents, Tidelands Leases - T	29,008.96	281,255.95
41309 · Storage - NT	5,468.92	44,322.08
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	5,007.69	45,069.21
41409 · Upland Rent - NT - Other	68,073.68	2,072,043.96
<b>Total 41409 · Upland Rent - NT</b>	73,081.37	2,117,113.17
<b>Total Rent Income</b>	160,383.06	2,871,700.58
<b>Sales</b>		
40119 · Concession Sales - NT	495.00	4,388.50
<b>Total Sales</b>	495.00	4,388.50

## Humboldt Bay Harbor, Recreation &amp; Conservation District

05/06/22

## Profit &amp; Loss

Accrual Basis

March 2022

	Mar 22	Jul '21 - Mar 22
<b>Tax Revenue</b>		
43509 · Property Tax Revenues	106,515.00	958,635.00
<b>Total Tax Revenue</b>	106,515.00	958,635.00
<b>Utility Surcharge</b>		
40409 · Utility Surcharge - NT	3,765.70	42,709.34
40418 · Utility Surcharge, Marina Dock	9,009.80	39,997.22
<b>Total Utility Surcharge</b>	12,775.50	82,706.56
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	0.00	178.05
<b>Total Income</b>	352,217.04	5,059,408.31
<b>Gross Profit</b>	352,217.04	5,059,408.31
<b>Expense</b>		
<b>Accounting/Auditing Services</b>		
52500 · Accounting Fees - T	1,380.00	18,902.25
52508 · Accounting Fees - NT	460.00	7,965.75
<b>Total Accounting/Auditing Services</b>	1,840.00	26,868.00
<b>Advertising &amp; Promotion</b>		
51000 · Advertising & Promotion - NT	20.00	1,322.47
51008 · Advertising & Promotion - T	230.96	1,176.19
<b>Total Advertising &amp; Promotion</b>	250.96	2,498.66
<b>Bad Debts</b>		
51308 · Bad Debts - T	7,241.22	24,151.31
<b>Total Bad Debts</b>	7,241.22	24,151.31
<b>Communications</b>		
51400 · Communications - NT	1,807.05	19,094.38
51408 · Communications - T	219.68	4,842.90
<b>Total Communications</b>	2,026.73	23,937.28
<b>Conference &amp; Meetings</b>		
51500 · Conferences & Meetings - NT	654.34	8,058.92
51508 · Conferences & Meetings - T	87.18	2,211.35
Conference & Meetings - Other	-298.97	0.00
<b>Total Conference &amp; Meetings</b>	442.55	10,270.27
<b>Dredging Expense</b>		
55608 · Dredging Expense - T	450.00	8,392.93
56708 · Dredging - GT	0.00	5,237.31
<b>Total Dredging Expense</b>	450.00	13,630.24
<b>Dues, Subscriptions &amp; Licences</b>		
51600 · Dues & Subscriptions - NT	3,178.12	35,528.27
51608 · Dues & Subscriptions - T	0.00	477.50
<b>Total Dues, Subscriptions &amp; Licences</b>	3,178.12	36,005.77
<b>Elections &amp; Government Fees</b>		
51700 · Elections & Prop Tax Assess-NT	0.00	69,176.05
51708 · Elections & Prop Tax Assess - T	0.00	2,500.22
<b>Total Elections &amp; Government Fees</b>	0.00	71,676.27
<b>Engineering Services</b>		
52400 · Engineering Fees - NT	1,113.75	29,727.15
52408 · Engineering Fees - T	7,467.25	65,665.00
<b>Total Engineering Services</b>	8,581.00	95,392.15
<b>Fuel</b>		
50400 · IMPUTED AUTO VALUE G/A	120.00	1,087.80
51200 · Automotive, Fuel- NT	2,426.73	5,521.27
51208 · Vessel Fuel	0.00	3,397.00
51218 · Automotive, Fuel - T	704.21	4,533.74
<b>Total Fuel</b>	3,250.94	14,539.81
<b>Grant Expenses</b>		



## Humboldt Bay Harbor, Recreation &amp; Conservation District

05/06/22

## Profit &amp; Loss

Accrual Basis

March 2022

	Mar 22	Jul '21 - Mar 22
<b>Conservation Grant Expenses</b>		
54408.3 · Conservation Grant Exp	0.00	500.00
<b>Total Conservation Grant Expenses</b>	0.00	500.00
<b>Harbor Grant Expenses</b>		
54408.1 · Harbor Grant Exp	30.00	340.00
<b>Total Harbor Grant Expenses</b>	30.00	340.00
<b>Total Grant Expenses</b>	30.00	840.00
<b>Insurance</b>		
51800 · Insurance - NT	7,431.82	68,210.81
51808 · Insurance - T	1,269.01	11,499.24
<b>Total Insurance</b>	8,700.83	79,710.05
<b>Interest Expense</b>		
55108 · Interest Expense - T	4,579.00	48,086.13
55109 · Interest Expense - NT	8,517.91	75,267.98
<b>Total Interest Expense</b>	13,096.91	123,354.11
<b>Legal Services</b>		
52300 · Legal Fees - NT	646.87	12,208.80
52308 · Legal Fees - T	215.63	4,895.50
<b>Total Legal Services</b>	862.50	17,104.30
<b>Maintenance - Equipment</b>		
51209 · Automotive, Repairs - NT	425.50	2,733.43
52710 · Repairs & Maint, Equip - NT	220.14	3,172.60
52718 · Repairs & Maint, Equip - T	1,020.59	8,257.55
<b>Total Maintenance - Equipment</b>	1,666.23	14,163.58
<b>Maintenance - Facilities</b>		
52708 · Repairs & Maint, Facilities - T	4,242.56	54,274.77
52709 · REPAIRS & MAINTENANCE G/NT	0.00	30,000.00
52719 · Repairs & Maint, Facilities - N	8,924.12	44,500.60
<b>Total Maintenance - Facilities</b>	13,166.68	128,775.37
<b>Maintenance - IT</b>		
57008 · Maintenance, IT Equip - T	338.75	1,251.25
57009 · Maintenance, IT Equip - NT	1,106.75	11,467.69
<b>Total Maintenance - IT</b>	1,445.50	12,718.94
<b>Maintenance Supplies</b>		
52008 · Maintenance Supplies - T	0.00	216.09
52010 · Maintenance Supplies - NT	1,789.04	17,541.32
<b>Total Maintenance Supplies</b>	1,789.04	17,757.41
<b>Office Supplies</b>		
51900 · Office Supplies - NT	1,791.37	25,786.57
51908 · Office Supplies - T	399.33	5,909.39
51918 · OFFICE EXPENSE M/T	41.38	205.14
52100 · Outside Services - NT	1,210.47	1,210.47
Office Supplies - Other	-104.91	0.00
<b>Total Office Supplies</b>	3,337.64	33,111.57
<b>Other Expenses</b>		
55419 · Other Expenses - NT	0.00	8,192.56
<b>Total Other Expenses</b>	0.00	8,192.56
<b>Other Professional/Outside Serv</b>		
52109 · Outside Services, Other - NT	1,749.00	4,495.34
52110 · OUTSIDE SERVICES M/A	372.00	3,733.00
52118 · Outside Services, Other - T	24,037.78	111,805.94
<b>Total Other Professional/Outside Serv</b>	26,158.78	120,034.28
<b>Permits</b>		
51618 · Permits - T	0.00	15,768.91
<b>Total Permits</b>	0.00	15,768.91

## Humboldt Bay Harbor, Recreation &amp; Conservation District

05/06/22

## Profit &amp; Loss

Accrual Basis

March 2022

	Mar 22	Jul '21 - Mar 22
<b>Personnel Expenses</b>		
<b>Commissioners Fees</b>		
50200 · Commissioner's Salaries - NT	1,470.00	12,950.00
50208 · Commissioner's Salaries - T	630.00	5,550.00
<b>Total Commissioners Fees</b>	2,100.00	18,500.00
<b>Payroll Burden</b>		
50500 · Payroll Benefits, Other - NT	12,312.34	282,843.23
50508 · Payroll Benefits, Other - T	2,117.47	88,779.32
6560 · Workers' Comp	3,135.84	29,989.86
<b>Total Payroll Burden</b>	17,565.65	401,612.41
<b>Salaries/Wages</b>		
50100 · Salaries & Wages - NT	63,088.68	600,570.04
50108 · Salaries & Wages - T	0.00	699.91
50119 · Sal. & Wages, Part-time - NT	0.00	1,680.00
<b>Total Salaries/Wages</b>	63,088.68	602,949.95
<b>Total Personnel Expenses</b>	82,754.33	1,023,062.36
<b>Planning Services</b>		
52200 · Planning Fees - NT	0.00	12,911.99
52208 · Planning Fees - T	0.00	10,062.36
<b>Total Planning Services</b>	0.00	22,974.35
<b>Rent Expense</b>		
52600 · Rent Expense - NT	500.00	3,334.00
54308 · Redwood Terminal 2 Lease Expens	17,650.00	170,122.90
<b>Total Rent Expense</b>	18,150.00	173,456.90
<b>Small Tools</b>		
52800 · Small Tools - NT	0.00	1,894.00
52808 · Small Tools - T	0.00	906.38
<b>Total Small Tools</b>	0.00	2,800.38
<b>Utilities</b>		
52909 · Utilities - NT	11,272.94	155,421.45
52918 · Utilities - T	42.30	37,036.86
53000 · Water, Sewer, & Refuse - NT	7,757.86	84,734.46
53008 · Water, Sewer, & Refuse - T	3,508.88	36,956.36
<b>Total Utilities</b>	22,581.98	314,149.13
<b>Total Expense</b>	221,001.94	2,426,943.96
<b>Net Ordinary Income</b>	131,215.10	2,632,464.35
<b>Net Income</b>	<b>131,215.10</b>	<b>2,632,464.35</b>

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Humboldt Bay Harbor, Recreation & Conservation District

Account QuickReport

As of March 31, 2022

05/06/22

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>10200.1 - Cash in PNC, Checking</b>					
Liability Check	03/02/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,480.33
Liability Check	03/02/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-3,953.66
Liability Check	03/03/2022		QuickBooks Payroll Serv...	Created by Payro...	-20,597.06
Bill Pmt -Check	03/04/2022	ACH	CalPERS 457 Program	457Match 03/04/...	-275.00
Liability Check	03/04/2022	ACH	CalPERS 457 Program	450348	-1,575.00
Liability Check	03/04/2022	ACH	PERS Unfunded Accrue...	2233447024	-4,419.98
Liability Check	03/04/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Bill Pmt -Check	03/04/2022	61952	101Netlink	WIM	-250.00
Bill Pmt -Check	03/04/2022	61953	ACWA JPIA	215	-23,396.76
Bill Pmt -Check	03/04/2022	61954	Advanced Security Syste...		-393.00
Bill Pmt -Check	03/04/2022	61955	Alliant Insurance Service...	22-23 Foreign Tr...	-500.00
Bill Pmt -Check	03/04/2022	61956	American Planning Asso...	R. Holmlund	-752.00
Bill Pmt -Check	03/04/2022	61957	BDI - M&S Arcata	WIM PO #1725	-386.06
Bill Pmt -Check	03/04/2022	61958	City of Eureka (Sewer)	2001-901804-02	-2,569.88
Bill Pmt -Check	03/04/2022	61959	City of Eureka (Water)	2001-901802-01	-5,324.84
Bill Pmt -Check	03/04/2022	61960	Englund Marine Supply		-189.25
Bill Pmt -Check	03/04/2022	61961	Eureka Oxygen Company		-372.91
Bill Pmt -Check	03/04/2022	61962	Francotyp-Postalia	466106100	-145.66
Bill Pmt -Check	03/04/2022	61963	Humboldt Bay Municipal ...	9002.001 RMT2	-1,029.64
Bill Pmt -Check	03/04/2022	61964	Kernen Construction	Rip Rap for WIM ...	-572.99
Bill Pmt -Check	03/04/2022	61965	LACO Associates	Project #07591.2...	-1,236.25
Bill Pmt -Check	03/04/2022	61966	Lawson Products, Inc.	10347668	-112.13
Bill Pmt -Check	03/04/2022	61967	Mission Uniform & Linen	299313	-114.55
Bill Pmt -Check	03/04/2022	61968	Moffatt & Nichol	Received 2/25/2...	-44,118.75
Bill Pmt -Check	03/04/2022	61969	Northern California Glove	3474	-188.46
Bill Pmt -Check	03/04/2022	61970	Pacific Gas & Electric (8...	0074698259-4	-10,743.69
Bill Pmt -Check	03/04/2022	61971	Pape Material Handling	340686, 490169,...	-971.73
Bill Pmt -Check	03/04/2022	61972	Pintermedia LLC		-60.00
Bill Pmt -Check	03/04/2022	61973	Reincke Marine Fabricati...		-6,200.00
Bill Pmt -Check	03/04/2022	61974	Schmidbauer Building S...	WIM	-4.17
Bill Pmt -Check	03/04/2022	61975	Shelter Cove Fishing Pre...	SC Janitorial Mar...	-2,083.33
Bill Pmt -Check	03/04/2022	61976	SHN Consulting Enginee...		-6,027.50
Bill Pmt -Check	03/04/2022	61977	Standard Insurance Com...	ST 908447 0001	-218.40
Bill Pmt -Check	03/04/2022	61978	State Water Resource C...	Humboldt Bay M...	-2,066.00
Bill Pmt -Check	03/04/2022	61979	StewTel, Inc.	April 2022	-317.90
Bill Pmt -Check	03/04/2022	61980	Western Chainsaw	WIM	-90.66
Bill Pmt -Check	03/10/2022		AT&T Phone	QuickBooks gen...	0.00
Bill Pmt -Check	03/11/2022	61990	Humboldt Waste Manag...	WIM	-582.49
Bill Pmt -Check	03/11/2022	61991	Mario's Marina, LLC	Fish Cleaning St...	-500.00
Liability Check	03/16/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,596.64
Liability Check	03/16/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,493.04
Liability Check	03/17/2022		QuickBooks Payroll Serv...	Created by Payro...	-22,190.79
Liability Check	03/17/2022	ACH	PERS Unfunded Accrue...	2233447024 B. A...	-0.93
Bill Pmt -Check	03/18/2022	61981	California Redwood Co.	Red Tank 01/18-...	-796.80
Bill Pmt -Check	03/18/2022	61982	Enterprise-Record, Merc...	Hog Island Oyste...	-234.09
Bill Pmt -Check	03/18/2022	61983	Eureka Oxygen Company		-84.00
Bill Pmt -Check	03/18/2022	61985	Matthew Bender & Co., I...	Harbor & Nav Co...	-347.76
Bill Pmt -Check	03/18/2022	61986	Napa Auto Parts		-1,765.55
Bill Pmt -Check	03/18/2022	61987	Nylex.net		-375.00
Bill Pmt -Check	03/18/2022	61988	Pacific Gas & Electric (3...	6598073494-4	-176.98
Bill Pmt -Check	03/18/2022	61989	Verizon Wireless		-357.03
Liability Check	03/18/2022	61993	Franchise Tax Board	549751986	-100.00
Liability Check	03/18/2022	61994	Operating Engineers Loc...	94-2262845	-299.04
Liability Check	03/18/2022	61995	Franchise Tax Board	558379330 Chris...	-100.00
Liability Check	03/18/2022	ACH	CalPERS 457 Program	450348	-1,575.00
Liability Check	03/18/2022	ACH	PERS Unfunded Accrue...	2233447024	-4,587.30
Liability Check	03/18/2022	ACH	State Disbursement Unit	0230000067964	-233.53
Bill Pmt -Check	03/18/2022	ACH	CalPERS 457 Program	457Match 03/18/...	-275.00
Bill Pmt -Check	03/18/2022	ACH	PERS Unfunded Accrue...	2233447024	-7,091.83
Check	03/18/2022	61996	Saxton, Brian	Tenant Refund	-405.73
Check	03/18/2022	61997	Sallee, Lucas	Tenant Refund	-254.00
Check	03/18/2022	61998	Slamkowski, David	Tenant Refund	-218.40
Bill Pmt -Check	03/18/2022	61999	AT&T Internet	831-000-8571 571	-1,745.16
Bill Pmt -Check	03/18/2022	1001	Campton Electric Supply		-13.22
Bill Pmt -Check	03/18/2022	1002	CAPA	Membership Due...	-2,728.12
Bill Pmt -Check	03/18/2022	1003	David L. Moonie & Comp...		-2,055.00
Bill Pmt -Check	03/18/2022	1004	Humboldt Bay Solar Fun...	HB0520	-9,249.84
Bill Pmt -Check	03/18/2022	1005	Julian Berg Designs	Aquaculture Inno...	-721.35

## Humboldt Bay Harbor, Recreation &amp; Conservation District

## Account QuickReport

05/06/22

As of March 31, 2022

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	03/18/2022	1006	Lawson Products, Inc.	10347668	-486.43
Bill Pmt -Check	03/18/2022	1007	Mad River Community H...	A0073115	-253.75
Bill Pmt -Check	03/18/2022	1008	Mission Uniform & Linen	299313	-943.43
Bill Pmt -Check	03/18/2022	1009	Mitchell Law Firm, LLP		-3,630.00
Bill Pmt -Check	03/18/2022	1010	North Coast Laboratories...	Samoa SWDS, P...	-1,749.00
Bill Pmt -Check	03/18/2022	1011	Pacific Gas & Electric (1...	Acct #06704919...	-635.97
Bill Pmt -Check	03/18/2022	1012	Pierson Building Center	1297	-1,046.16
Bill Pmt -Check	03/18/2022	1013	Recology Eel River	061097997	-418.42
Bill Pmt -Check	03/18/2022	1014	Recology Humboldt Cou...	061218064	-695.72
Bill Pmt -Check	03/18/2022	1015	Recology Humboldt Cou...	A0060000265	-1,596.50
Bill Pmt -Check	03/18/2022	1016	Security Lock & Alarm		-16.39
Bill Pmt -Check	03/18/2022	1017	Shafer's Ace Hardware	1586	-26.18
Bill Pmt -Check	03/18/2022	1018	Shelter Cove Resort Imp...	SC	-81.51
Bill Pmt -Check	03/18/2022	1019	SHN Consulting Enginee...	FLBY IGP	-2,975.60
Bill Pmt -Check	03/18/2022	1020	Southwest Answering Se...	1/27-2/23/2022 ...	-186.00
Bill Pmt -Check	03/18/2022	1021	Staples Credit Plan	6035 5178 1247 ...	-57.95
Bill Pmt -Check	03/18/2022	1022	Times Printing Co	Business Cards	-126.40
Bill Pmt -Check	03/18/2022	1023	US Bank Corporate Pay...	4246044555706...	-2,084.55
Bill Pmt -Check	03/18/2022	1024	Valley Pacific Petroleum ...	114137	-746.12
Bill Pmt -Check	03/18/2022	1025	Verizon Wireless		-107.76
Bill Pmt -Check	03/18/2022	1027	Coastal Business Syste...	WIM Copier Lease	-485.21
Bill Pmt -Check	03/18/2022	1028	Specialty Traffic Systems		-6.56
Bill Pmt -Check	03/18/2022	1029	Tenera Environmental Inc.	20236001	-24,037.78
Check	03/18/2022	1093	US Bank Corporate Pay...		-3,426.42
Bill Pmt -Check	03/25/2022		B & B Portable Toilets	QuickBooks gen...	0.00
Liability Check	03/29/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-1,640.85
Liability Check	03/29/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-4,341.20
Liability Check	03/30/2022	E-pay	Employment Developme...	499-0307-3 QB T...	-81.83
Liability Check	03/30/2022	E-pay	Internal Revenue Service	94-2262845 QB ...	-366.80
Liability Check	03/31/2022		QuickBooks Payroll Serv...	Created by Payro...	-21,746.52
Check	03/31/2022			Service Charge	-402.91
Total 10200.1 · Cash in PNC, Checking					-282,524.61
<b>TOTAL</b>					<b>-282,524.61</b>



COMMISSIONERS  
1<sup>st</sup> Division  
Aaron Newman  
2<sup>nd</sup> Division  
Greg Dale  
3<sup>rd</sup> Division  
Stephen Kullmann  
4<sup>th</sup> Division  
Richard Marks  
5<sup>th</sup> Division  
Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
(707)443-0801  
P.O. Box 1030  
Eureka, California 95502-1030

**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**May 12, 2022**

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

**FROM:** Larry Oetker, Executive Director

**DATE:** May 6, 2022

**TITLE: Affirmation of Adopted Resolution No. 2021-16 A Resolution of the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorize the Continued Use of Virtual Meetings**

---

**STAFF RECOMMENDATION:** Affirm the findings made in Resolution 2021-16 regarding the continued state of emergency and authorize the continued use of virtual meetings.

**SUMMARY:** On October 14, 2021 the Board of Commissioners adopted Resolution 2021-16 and, as per Section 4 of that Resolution, agreed to reconsider the findings within 30-days. The findings remain in effect as the COVID-19 pandemic has not subsided and the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act remains in place. Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings.

**DISCUSSION:** As a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance. Based on these recommendations, Staff recommends that the Board continue to conduct virtual meetings as authorized by AB 361.

**ATTACHMENTS:**

- A.** Adopted Resolution 2021-16

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

---

**RESOLUTION NO. 2021-16**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR,  
RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO  
GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND  
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

**WHEREAS**, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

**WHEREAS**, Assembly Bill 361, which was signed into law in September of 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings;

**WHEREAS**, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

**WHEREAS**, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance;

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;

**SECTION 2.** That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;

**SECTION 3.** That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e);

**SECTION 4.** That the Board will reconsider the above findings within 30-days of this Resolution.

**PASSED AND ADOPTED** by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **14<sup>th</sup> day of October 2021** by the following polled vote:

**AYES:** Dale, Higgins, Kullmann, Marks

**NOES:** ∅

**ABSENT:** ∅

**ABSTAIN:** ∅

**ATTEST:**

  
\_\_\_\_\_  
**Patrick Higgins, Secretary**  
**Board of Commissioners**

  
\_\_\_\_\_  
**Stephen Kullmann, President**  
**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. **2021-16** entitled,

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

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 **14<sup>th</sup> day of October 2021**; 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 **14<sup>th</sup> day of October 2021**.



---

**Patrick Higgins, Secretary  
Board of Commissioners**



## COMMISSIONERS

1<sup>st</sup> Division

Aaron Newman

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

4<sup>th</sup> Division

Richard Marks

5<sup>th</sup> Division

Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
 (707)443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030



**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**May 12, 2022**

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

**FROM:** Larry Oetker, Executive Director

**DATE:** May 6, 2022

**TITLE: Consideration of Resolution 2022-04, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the Maritime Administration of the US Department of Transportation for a 2022 Port Infrastructure Development Program Grant for the Humboldt Offshore Wind Terminal Project**

**STAFF RECOMMENDATION:** Staff recommends the Board: Adopt Resolution 2022-04.

**SUMMARY:** In mid-2021, the District applied for a \$56M grant from the Port Infrastructure Development Program (PIDP), which is administered by the Maritime Administration of the US Department of Transportation. Because the District's 2021 application was not awarded, staff has reformulated a new strategy and has prepared an application for a \$12M grant for the 2022 round of the PIDP. Attachment A to this staff report is a Resolution authorizing submittal of that grant application.

**DISCUSSION:** As presented to the Board in the past, the Harbor District is redeveloping the existing Redwood Marine Terminal to support the offshore wind industry in the Pacific region. These improvements will create a multipurpose terminal that can support existing industry as well as serve as a primary facility for the manufacturing, import, staging, preassembly, and loadout of large offshore wind components, including both wind turbine generation components and floating foundation components.

Offshore California wind development represents an economic opportunity for the Port, the Pacific region and the entire U.S. Offshore wind developers require the assurance of available heavy lift marine terminal facilities and upland infrastructure/laydown areas in order to bid on offshore wind leases and to finance the onshore manufacturing and logistic facilities necessary to help meet national goals of installing and deploying 30 GW of offshore wind power by 2030.

In mid-2021, the District prepared a conceptual Master Plan for the redevelopment of the Redwood Marine Terminal (see Attachment B). The District also prepared a Phasing Plan for the site, a slightly updated version of which can be found in Attachment C. In July of 2021, the

District submitted a grant application to the PIDP program seeking \$56M to construct Phase 1 and Phase 2. The District was not successful in acquiring that grant.

In March of 2022, the District received a grant of \$10.45M from the California Energy Commission to support the project. The CEC encouraged the District to utilize that \$10.45M as matching funds for Federal grants.

Harbor District staff has worked in collaboration with the District's contracted consultant Moffatt & Nichol to prepare a new grant application for the 2022 round of the Port Infrastructure Development Program (PIDP). This new grant application requests up to \$12 million in Port Infrastructure Development Program (PIDP) funding to support the construction of Phase 1 of the project as well as the design and permitting of other phases. The District intends to match the \$12M request with up to \$8M of District funds. This up to \$8M of District matching funds is to be drawn from the \$10.45M grant issued to the District this past March by the CEC. The grant application is due on May 16<sup>th</sup>. At the time of the drafting of this staff report (May 6<sup>th</sup>), staff is still evaluating the exact cost estimates and anticipates that some items may slightly change prior to application submittal.

Per the current draft of the grant application, the requested PIDP funding will support:

- Final design and construction of the northern access roadway (Phase 1).
- Final design and construction of wetland mitigation areas (Phase 1).
- Final design and construction of Phase 1 site improvements to allow for the above roadway improvements and an expanded marine terminal and lay down area to accommodate the extremely heavy offshore wind components and at an elevation that meets long term California standards for sea level rise, seismic and tsunami risk, and storm surge and flood risks (Phase 1).
- Acquisition of approximately 35.26 acres of land within the project area. It is the expectation of the District that by the time of grant award, the 35.26 acres of land will be owned by the Humboldt Bay Development Association (a public benefit corporation dedicated exclusively to port purposes). This acquisition will give the Port Authority clear control over the Phase 1 and Phase 2 portions of the envisioned project area and will allow the Port Authority to negotiate with potential offshore wind developers (Phases 1 and 2).
- Comprehensive National Environmental Policy Act (NEPA) documentation, California Environmental Quality Act (CEQA) documentation, and a suite of permits authorizing the long-term redevelopment of Redwood Marine Terminal for offshore wind marshalling, manufacturing, and maintenance, as well as other water dependent uses such as aquaculture and break bulk cargoes. These efforts are to include extensive early public outreach to interested stakeholders, including residents of the peninsula and tribal stakeholders (Phases 1 through 4).
- Engineering design (to the approximately 35% design level) for all four phases of the project (Phases 1 through 4).

The following table summarizes the above components of the project.

Task	Type	Project Phase(s)	Total Cost	
Construction: Access Road and Sea Level Rise Resiliency Upgrades	Construction	1	\$2,865,000	
Construction: Wetland Mitigation and Sea Level Rise Resiliency and Stormwater Upgrades	Construction	1	\$1,620,000	
Construction: Terminal Yard Sea Level Rise Resiliency	Construction	1-2	\$5,685,000	This amount may be reduced prior to grant submittal.
Property acquisition	Property Acq.	1-2	\$3,350,000	
Environmental/Permitting	Soft	1-4	\$3,480,000	
Engineering Design	Soft	1-2	\$3,000,000	
<b>TOTAL</b>			<b>\$20,000,000</b>	This amount may be reduced prior to grant submittal.
PIDP Grant Request (60% of total costs)			\$12,000,000	This amount may be reduced prior to grant submittal.
Matching Funds (40% of total costs)			\$8,000,000	This amount may be reduced prior to grant submittal.

Staff estimates that the results of the 2022 round of the PIDP grants will be announced in November of 2022, which project award allocations issued between March and September of 2023.

**ATTACHMENTS:**

- A** Resolution 2022-04
- B** Project Conceptual Master Plan
- C** Project Phasing Plan

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

---

**RESOLUTION NO. 2022-04**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A PORT INFRASTRUCTURE DEVELOPMENT GRANT APPLICATION FOR THE CONSTRUCTION OF A PHASE OF A NEW HEAVY LIFT MULTIPURPOSE TERMINAL TO SUPPORT THE OFFSHORE WIND INDUSTRY**

**WHEREAS**, on March 29<sup>th</sup>, 2021, the President Biden Administration announced a whole of government approach to catalyze offshore wind energy, strengthen the domestic supply chain, and create good-paying jobs, and

**WHEREAS**, as part of the Administration's announcement, the federal Department of Transportation's Maritime Administration announced funding under the Port Infrastructure Development Program (PIDP) to invest in port infrastructure to support offshore wind, and

**WHEREAS**, the PIDP grants are intended to support projects that strengthen and modernize port infrastructure and can support shore -side wind energy projects, such as storage areas, laydown areas, and docking of wind energy vessels to load and move items to offshore wind farms, and

**WHEREAS**, the federal Bureau of Energy Management (BOEM) has announced its intention to lease the Humboldt Call Areas in late 2022, and

**WHEREAS**, the Humboldt Call Area is approximately 30 miles directly offshore of Humboldt Bay and the State of California has projected that approximately 1.6 gigawatts of electricity will be generated from the Humboldt Call Area and the Morro Bay Call Area is projected to produce an additional three giga-watts of electricity by 2030, and

**WHEREAS**, BOEM has also identified future call areas off the Cape Mendocino and Del Norte Coast which are approximately 122 miles from Humboldt Bay and capable of producing a combined total of approximately 12.8 giga-watts of electricity;

**WHEREAS**, the Department of Defense has announced funding to the State of California to study the development of an undersea power line to go from the Humboldt, Mendocino, and Del Norte Call area to the San Fransisco metropolitan area grid system, and

**WHEREAS**, the California Governor Newsom Administration is coordinating closely with the Biden Administration to implement offshore wind off the California Coast, and

**WHEREAS**, the California Energy Commission formally awarded \$10.45 million in funding to support the Port of Humboldt Bay’s PDIP grant application to develop port infrastructure, and an additional \$9 million for transmission reports, public and tribal outreach, and to begin the environmental review process, and

**WHEREAS**, the Port has identified and prepared a master plan on approximately 180 acres of existing coastal dependent industrial lands to develop a new heavy lift terminal, upland tarmac, and manufacturing facilities which when fully developed will make Humboldt Bay the west coast hub for offshore wind, and

**WHEREAS**, the Port has prepared a 2022 PIDP grant application to cover the construction costs of Phase 1 and the permitting/design costs of Phases 1 through 4,

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** Authorizes the submission of a grant application under the Port Infrastructure Development Program to permit and develop strengthened and modernized port facilities to accommodate the full spectrum of offshore wind activities.

**SECTION 2.** Authorizes the Executive Director to sign all documents associated with the grant application.

**SECTION 3.** Authorizes the Executive Director to commit up to \$8 million of the \$11.45 million grant from the California Energy Commission; and up to \$690,000 of Harbor District in kind Staff time to implement the project.

**PASSED AND ADOPTED** by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **12<sup>th</sup> day of May 2022** by the following polled vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

**Greg Dale, President  
Board of Commissioners**

---

**Richard Marks, 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. **2022-04** entitled,

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A PORT INFRASTRUCTURE DEVELOPMENT GRANT APPLICATION FOR THE CONSTRUCTION OF A NEW HEAVY LIFT MULTIPURPOSE TERMINAL TO SUPPORT THE OFFSHORE WIND INDUSTRY**

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 **12<sup>th</sup> day of May 2022**; 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 **12<sup>th</sup> day of May 2022**.

---

**Richard Marks, Secretary**  
**Board of Commissioners**

REUSE OF DOCUMENTS: This document and the ideas and design incorporated herein, as an instrument of professional service, is the property of JULIAN BERG DESIGNS and shall not be reused in whole or part for any other project without JULIAN BERG DESIGNS written authorization.

PACIFIC OCEAN



NOTE: THIS MASTER PLAN AND THE IDEAS HEREIN ARE CONCEPTUAL IN NATURE AND ARE NOT INTENDED FOR PROJECT APPROVAL OR CONSTRUCTION. MORE DEVELOPED PLANS ARE TO BE BASED ON ACCURATE SURVEY AND BASE DATA INFORMATION.



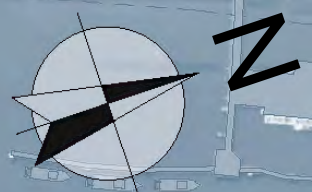
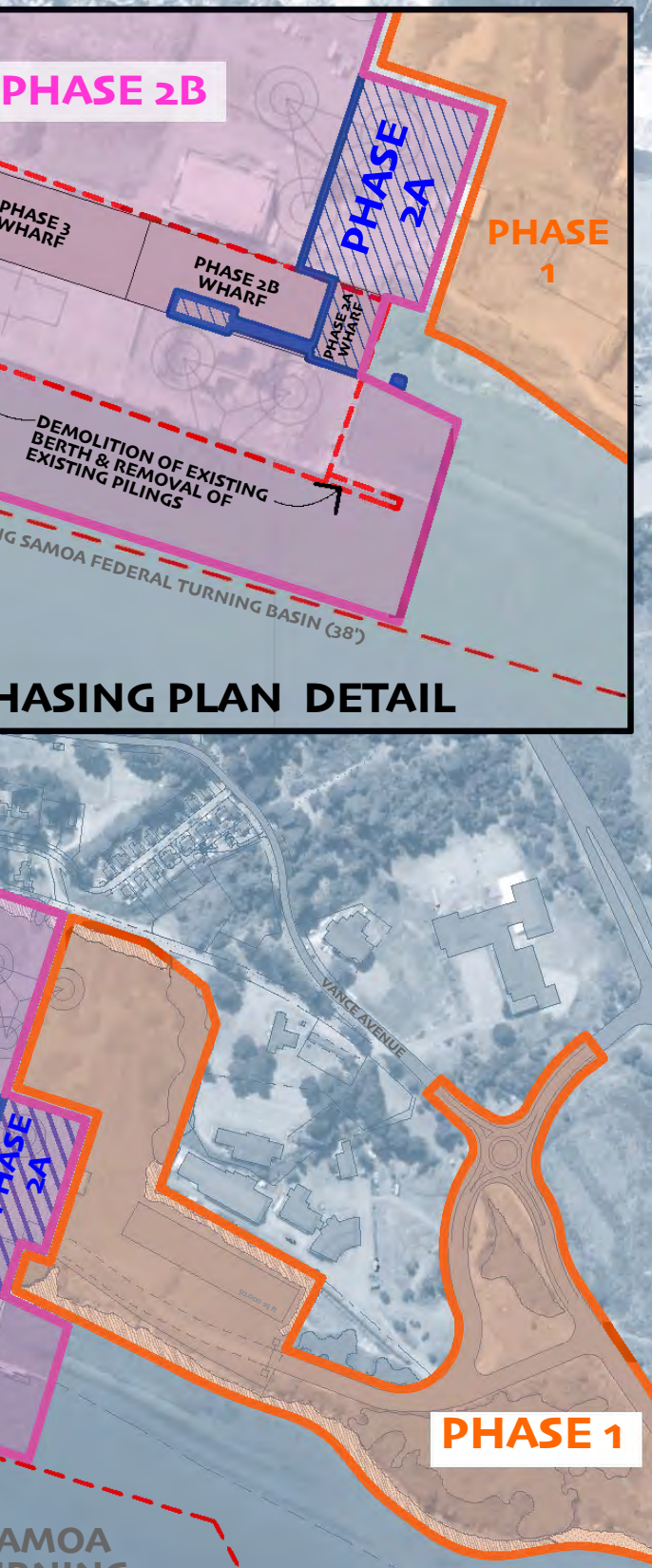
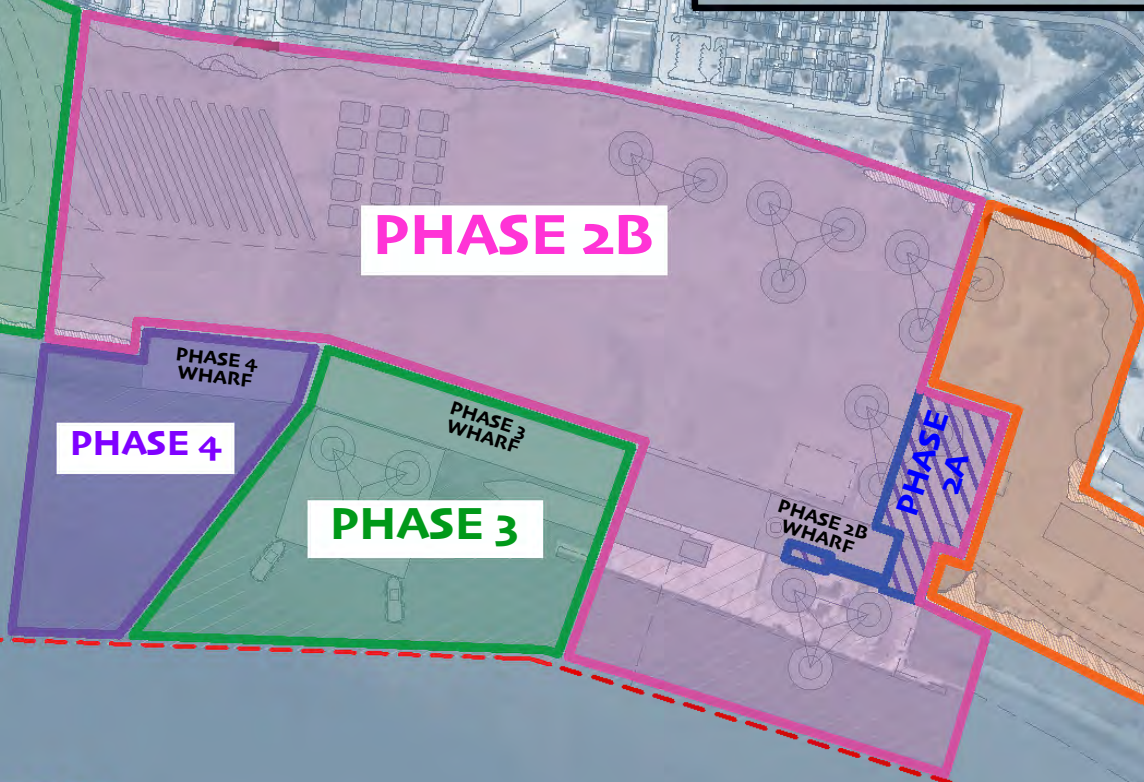
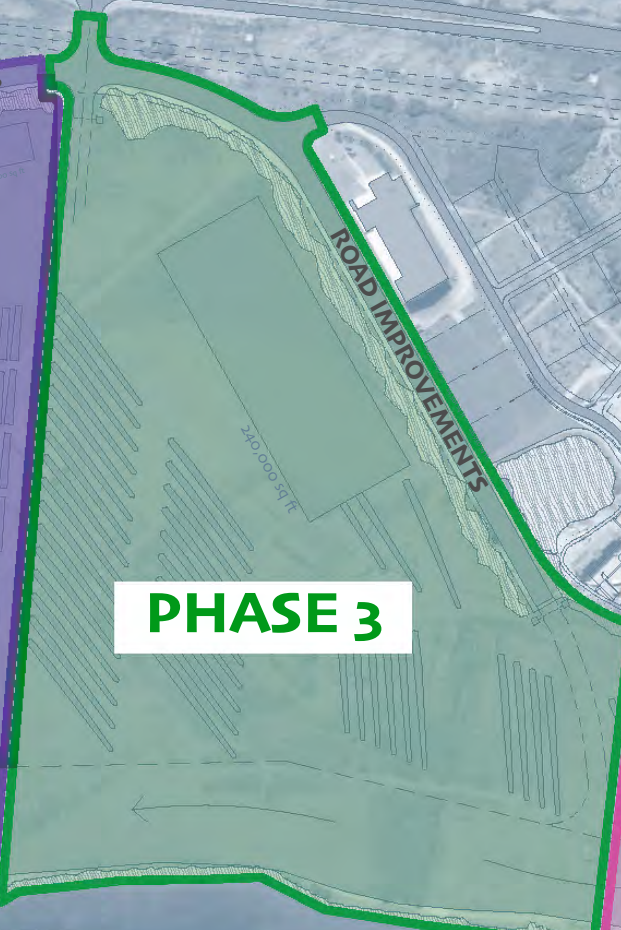
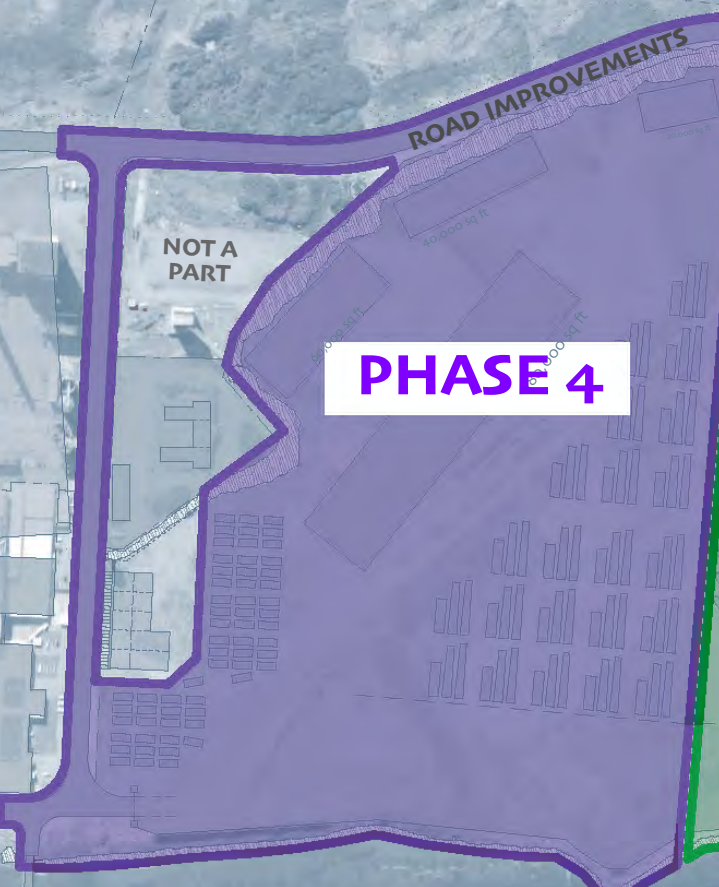
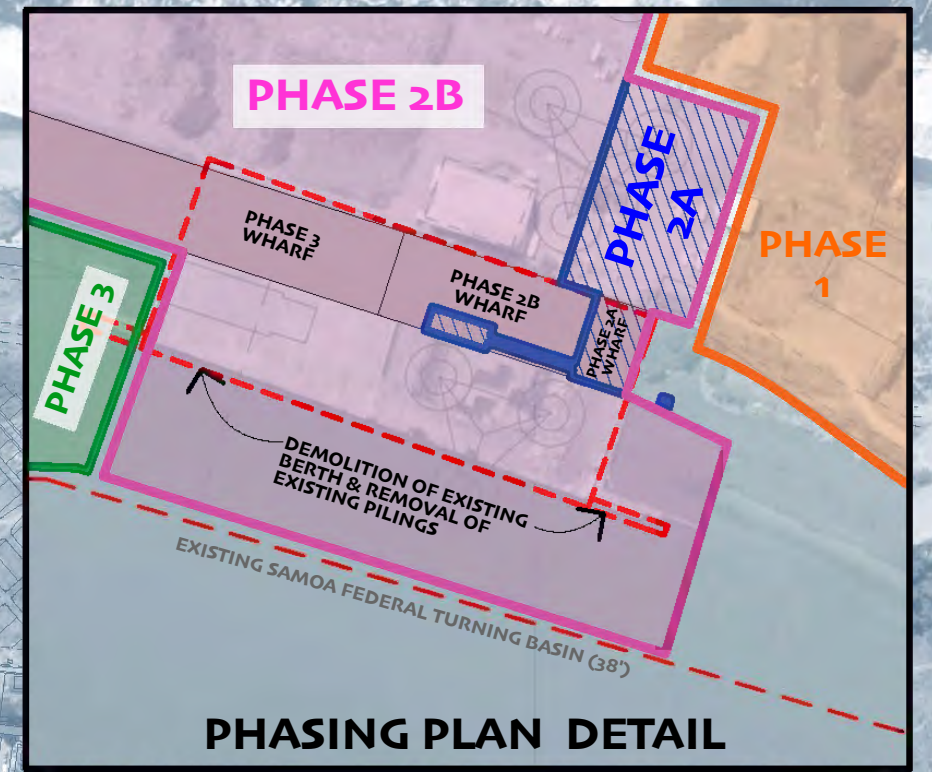
# HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL MASTER PLAN

**JULIAN BERG DESIGNS**  
 ARCHITECTURE & PLANNING  
 ARCATA, CALIFORNIA, 95521  
 julianbergdesigns.com  
 TEL: (707) 407-8870  
 7.29.21

PACIFIC OCEAN

NEW NAVY BASE ROAD

TOWN OF SAMOA



EXISTING SAMOA FEDERAL CHANNEL (38')

HUMBOLDT BAY

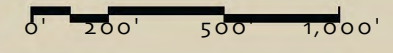
EXISTING SAMOA FEDERAL TURNING BASIN (38')

NOTE: THIS MASTER PLAN AND THE IDEAS HEREIN ARE CONCEPTUAL IN NATURE AND ARE NOT INTENDED FOR PROJECT APPROVAL OR CONSTRUCTION. MORE DEVELOPED PLANS ARE TO BE BASED ON ACCURATE SURVEY AND BASE DATA INFORMATION.



**HUMBOLDT BAY OFFSHORE WIND AND HEAVY LIFT MARINE TERMINAL PHASING PLAN**

**JULIAN BERG DESIGNS**  
ARCHITECTURE & PLANNING  
ARCATA, CALIFORNIA, 95521  
julianbergdesigns.com  
TEL: (707) 407-8870







COMMISSIONERS  
 1<sup>st</sup> Division  
 Aaron Newman  
 2<sup>nd</sup> Division  
 Greg Dale  
 3<sup>rd</sup> Division  
 Stephen Kullmann  
 4<sup>th</sup> Division  
 Richard Marks  
 5<sup>th</sup> Division  
 Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
 (707)443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030

**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**May 12, 2022**

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

**FROM:** Rob Holmlund, Development Director

**DATE:** May 6, 2022

**TITLE:** Receive Report Regarding Status and Projected Schedule of Intertidal Mariculture Pre-permitting Project

**STAFF RECOMMENDATION:** Receive a report.

**SUMMARY:** The Board has requested a status report and projected schedule for the Intertidal Mariculture Pre-permitting project. Staff projects that the EIR for this project can come before the Board between October and December of this year. If the Board approves the EIR at that time, then the remaining permits can then be completed in the months that follow. New projects could utilize the suite of permits by the Summer of 2023.

**DISCUSSION:** Prior to 2016, the District engaged in a process to pre-permit various areas throughout the Bay for mariculture uses. At the time, this included the areas now known as “Sub-tidal” and “Inter-tidal” pre-permitting areas. The objectives of the program were to:

- Allow for an expansion of commercial mariculture activities in Humboldt Bay
- Create jobs and improve the local economy
- Increase local and sustainable seafood production
- Reduce permitting expenses
- Decrease permitting risks
- Accommodate small farmer expansion and promote new entry for start-up businesses

The basic concept was for the District, as Tideland Trustee, to complete a suite of permitting requirements and then lease pre-permitted properties to mariculture operators. The District would then be responsible for managing and monitoring permit conditions. The project included finding suitable tidelands, completing permitting requirements, screening and selecting tenants, completing lease processes, monitoring tenant activities, and creating a fund reserve to continue expansion.

In 2016, the project was broken into two geographies: Sub-tidal and Intertidal. Below is a generalized timeline for the Sub-tidal pre-permitting process:

- January 2016: The Intertidal and Subtidal geographies were separated from one another.
- February 2016: The Subtidal EIR was certified.
- 2016 through 2017
  - Permits for the Subtidal areas were obtained throughout 2016 and 2017 (Coastal Commission CDP, NCRWQCB 401, USACE Section 10).
  - District efforts were primarily funded through a Headwaters Grant.
  - Subtidal leases began successfully operating by late 2017.

While the Sub-tidal permitting process was quickly completed and the District currently leases several sub-tidal areas to mariculture operators, the Intertidal areas experienced numerous delays. Below is a generalized timeline of the Intertidal permitting process:

- January 2016: The Intertidal and Subtidal geographies were separated from one another.
- January to April 2017
  - The Harbor District develop one EIR for the Intertidal Mariculture Pre-Permitting Project and proposed Yeung Oyster Farm.
  - An CEQA Notice of Preparation (NOP) was released on March 23, 2017 to solicit DEIR scope input and comments.
  - The District received written comments from 13 entities including three agencies, local interest groups, residents, and non-governmental organizations.
  - The District held a public scoping meeting on April 18, 2017 to hear public comments, and also met with stakeholders and regulatory agency staff.
  - Among other comments, the District received feedback that more detailed mapping of eelgrass (*Zostera marina*) should be completed at the project sites and that project alternatives should be considered to better avoid eelgrass.
- May 2017
  - Detailed eelgrass mapping of the sites was conducted, and project designs were modified to avoid the mapped eelgrass.
  - The mapping results and proposed new lease areas were incorporated into a Scoping Report resulted in revised project description.
- December 2017
  - The Harbor District released a scoping report outlining the changes made to the project sites based on public feedback, describing the District's EIR scoping process, and containing comments received on the proposed project during the scoping period.
- 2018-2020
  - The proposed project was revised to include updated project areas and a new proposed cultivation area, other project elements remained similar.
  - NOP issued for updated project in January 2019.
  - A Draft Environmental Impact Report (EIR) for the Humboldt Bay Mariculture Intertidal Pre-Permitting Project and Yeung Oyster Farm (SCH# 2017032068) was prepared and circulated from August 19 – October 5, 2020.
  - Comments received from over 19 agencies, organizations, and individuals.
- 2021-2022

- In response to the comments received, the Harbor District substantially modified the project by removing proposed shellfish culture from northeastern Humboldt Bay. As such, the proposed project size has been significantly reduced.
- Due to this substantial project change, the Harbor District plans to recirculate the Humboldt Bay Mariculture Intertidal Pre-Permitting Project Draft EIR in the summer of 2022.
- Next Steps
  - Stakeholder outreach, recirculate DEIR, coordinate with regulatory agencies, submit permit applications, solicit for lease area tenants, CA department of public health water sampling required for certain areas.
  - Additional permits required:
    - WB
    - USACE
    - CDP
    - State Health Department

The most crucial next step is to remove the East Bay from the project description and then update the EIR. Following that, the District can initiate the process to complete the CEQA document. Per staff's estimates, the final EIR could come before the Board for a decision between October and December of this year. See the two schedule scenarios below:

Intertidal Mariculture Pre-Permitting EIR 2022 Schedule (Fast Scenario)									
Task	May	June	July	August	Sept.	Oct.	Nov.	Dec.	
	Week 1 Week 2 Week 3 Week 4 Week 5	Week 6 Week 7 Week 8 Week 9 Week 10	Week 11 Week 12 Week 13 Week 14 Week 15	Week 16 Week 17 Week 18 Week 19	Week 20 Week 21 Week 22 Week 23 Week 24	Week 25 Week 26 Week 27 Week 28	Week 29 Week 30 Week 31 Week 32	Week 33 Week 34 Week 35 Week 36	
0.1: Revise Draft EIR (dated Oct. 2021)									
0.2: Re-engage Stakeholders									
0.3: Prepare Notice of Availability (NOA)									
1.1: File NOA with County, submit NOC & DEIR to SCH, post on District website									
1.2: Distribute to agencies and interested parties									
1.3: Recirculate Draft EIR for 45-day comment period									
1.4: Review and respond to comments									
1.5: Prepare Final EIR									
1.6: Prepare Board Packet Materials									
1.7: Board consideration									

Intertidal Mariculture Pre-Permitting EIR 2022 Schedule (Slow Scenario)									
Task	May	June	July	August	Sept.	Oct.	Nov.	Dec.	
	Week 1 Week 2 Week 3 Week 4 Week 5	Week 6 Week 7 Week 8 Week 9 Week 10	Week 11 Week 12 Week 13 Week 14 Week 15	Week 16 Week 17 Week 18 Week 19	Week 20 Week 21 Week 22 Week 23 Week 24	Week 25 Week 26 Week 27 Week 28	Week 29 Week 30 Week 31 Week 32	Week 33 Week 34 Week 35 Week 36	
0.1: Revise Draft EIR (dated Oct. 2021)									
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0.3: Prepare Notice of Availability (NOA)									
1.1: File NOA with County, submit NOC & DEIR to SCH, post on District website									
1.2: Distribute to agencies and interested parties									
1.3: Recirculate Draft EIR for 45-day comment period									
1.4: Review and respond to comments									
1.5: Prepare Final EIR									
1.6: Prepare Board Packet Materials									
1.7: Board consideration									



RECEIVED

APR 18 2022

H.B.H.R. & C.D.

Date: April 15, 2022  
 To: Board of Directors of Independent Special Districts  
 From: Colette Santsche, Executive Officer  
**Subject: OFFICIAL BALLOT – Independent Special District Election**

The term of office for one of the regular special district members and the alternate special district member on LAFCo expires on June 30, 2022.

**Current Special District Terms**

Designation	Current Member	Term of Office (ends on June 30)
Regular Member	Debra Lake, Fruitland Ridge Fire Protection District	2020 - 2024
Regular Member	Troy Nicolini, Peninsula Community Services District	2018 - 2022
Alternate Member	David Couch, McKinleyville Community Services District	2018 - 2022

The basic process for selecting special district members to LAFCo is set forth in Government Code Section 56332. This provides for a meeting to be convened among representatives from each of the 48 independent special districts in Humboldt County, unless the Executive Officer determines that a meeting is not feasible. Based on Government Code Section 56332, it has been determined that a meeting of this "Independent Special District Selection Committee" for the purpose of selecting special district members is not feasible due to the likelihood that a quorum would not be achieved. As such, both the nominating process and the election itself will be conducted by mail on behalf of the Independent Special District Selection Committee by the LAFCo Executive Officer.

**Previously, a request for nominations was sent on January 28, 2022, which provided for the opportunity for independent special district boards to nominate candidates to fill the special district member vacancies.** The nomination period ended on April 8, 2022.

**Enclosed is an official ballot to elect one candidate to serve as a regular special district member and one candidate to serve as alternate special district member on LAFCo with a term beginning on July 1, 2022 and expiring June 30, 2026.**

Please mark selection directly onto the ballot, voting for no more than one (1) candidate per seat. **Ballots must be returned to Humboldt LAFCo, 1125 16th Street, Suite 202, Arcata, CA 95521 on or before June 24, 2022 at 5:00 p.m.**

Your district is encouraged to participate in this election process. For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be deemed elected. Any nomination and ballot received by the Executive Officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the Executive Officer shall extend the date to submit ballots by 60 days and notify all districts of the extension.

An election schedule with information about the counting of ballots and successful candidate notification is enclosed.

If you have any questions, please contact LAFCo staff at [colettem@humboldtlaaco.org](mailto:colettem@humboldtlaaco.org) or you can leave a voicemail at (707) 445-7508.

## Election Schedule

LAFCo call for nominations letter mailed	Friday, January 28, 2022
Nominations due to LAFCo	By 5:00 p.m., Friday, April 8, 2022
Ballots mailed from LAFCo via certified mail	No later than Friday, April 15, 2022
Election Day – Ballots due to LAFCo	By 5:00 p.m., Friday, June 24, 2022
Election results mailed from LAFCo	No later than Monday, June 30, 2022

## Independent Special Districts

Big Lagoon Community Services District	Resort Improvement District No. 1
Briceland Community Services District	
Carlotta Community Services District	Arcata Fire Protection District
Fieldbrook-Glendale Community Services District	Blue Lake Fire Protection District
Humboldt Community Services District	Briceland Fire Protection District
Loleta Community Services District	Bridgeville Fire Protection District
Manila Community Services District	Ferndale Fire Protection District
McKinleyville Community Services District	Fruitland Ridge Fire Protection District
Miranda Community Services District	Garberville Fire Protection District
Orick Community Services District	Humboldt No. 1 Fire Protection District
Orleans Community Services District	Kneeland Fire Protection District
Palmer Creek Community Services District	Myers Flat Fire Protection District
Patrick Creek Community Services District	Petrolia Fire Protection District
Peninsula Community Services District	Redway Fire Protection District
Phillipsville Community Services District	Rio Dell Fire Protection District
Redway Community Services District	Telegraph Ridge Fire Protection District
Riverside Community Services District	Willow Creek Fire Protection District
Scotia Community Services District	
Weott Community Services District	Humboldt Bay Harbor, Recreation and Conservation District
Westhaven Community Services District	Humboldt County Resource Conservation District
Willow Creek Community Services District	North Humboldt Recreation and Park District
Alderpoint County Water District	Southern Humboldt Community Healthcare District
Hydesville County Water District	Fortuna Cemetery District
Jacoby Creek County Water District	Petrolia Cemetery District
Humboldt Bay Municipal Water District	
Garberville Sanitary District	

**OFFICIAL BALLOT**  
**INDEPENDENT SPECIAL DISTRICT ELECTION**  
**REGULAR MEMBER**

Mark selection directly onto the ballot, voting for no more than one (1) candidate. Ballots must be returned to the LAFCo office at 1125 16<sup>th</sup> Street, Suite 202, Arcata, CA 95521, on or before June 24, 2022 at 5:00 p.m.

Name of District: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Please vote for one of the following candidates for REGULAR special district member:**

- DAVID COUCH (incumbent alternate member)**  
Sponsor: McKinleyville Community Services District
- ED DUGGAN**  
Sponsor: Willow Creek Community Services District
- MICHAEL HANSEN**  
Sponsor: Humboldt Community Services District
- TROY NICOLINI (incumbent)**  
Sponsor: Peninsula Community Services District

The Board hereby selects the above candidate to fill the term beginning on July 1, 2022 and expiring on June 30, 2026, as a regular special district member of the Humboldt Local Agency Formation Commission.

Board action taken on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: \_\_\_\_\_

NOSE: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DISTRICT REPRESENTATIVE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

**OFFICIAL BALLOT**  
**INDEPENDENT SPECIAL DISTRICT ELECTION**  
**ALTERNATE MEMBER**

Mark selection directly onto the ballot, voting for no more than one (1) candidate. Ballots must be returned to the LAFCo office at 1125 16<sup>th</sup> Street, Suite 202, Arcata, CA 95521, on or before June 24, 2022 at 5:00 p.m.

Name of District: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Please vote for one of the following candidates for ALTERNATE special district member:**

- HEIDI J. BENZONELLI**  
Sponsor: Humboldt Community Services District
- DAVID COUCH (incumbent)**  
Sponsor: McKinleyville Community Services District
- TROY NICOLINI (incumbent regular member)**  
Sponsor: Peninsula Community Services District
- C. CAROLINE SNOW**  
Sponsor: Willow Creek Community Services District

The Board hereby selects the above candidate to fill the term beginning on July 1, 2022 and expiring on June 30, 2026, as a regular special district member of the Humboldt Local Agency Formation Commission.

Board action taken on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: \_\_\_\_\_

NOSE: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DISTRICT REPRESENTATIVE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

COMMISSIONERS  
 1<sup>st</sup> Division  
 Aaron Newman  
 2<sup>nd</sup> Division  
 Greg Dale  
 3<sup>rd</sup> Division  
 Stephen Kullmann  
 4<sup>th</sup> Division  
 Richard Marks  
 5<sup>th</sup> Division  
 Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
 (707) 443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030



**STAFF REPORT - HARBOR DISTRICT MEETING**

**May 12, 2022**

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

**FROM:** Larry Oetker, Executive Director

**DATE:** May 6, 2022

**TITLE: Review of Preliminary Budget and Goals for Tidelands, Redwood Marine Terminal I and Redwood Marine Terminal II**

**STAFF RECOMMENDATION:** Staff recommends the Board: Review and provide direction regarding the Preliminary budget and goals for Tidelands, Redwood Marine Terminal I and Redwood Marine Terminal II.

**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 no later than August 1<sup>st</sup>.

**DISCUSSION:**

Date	Meeting Type	Purpose
April 14	Regular	A) Review Preliminary Budget with Preliminary Goals, Income, and Expenditures: 1. Woodley Island Marina 2. Fields Landing Boat Yard 3. Shelter Cove
May 12	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Tidelands 2. Redwood Marine Terminal I 3. Redwood Marine Terminal II
June 9	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Port Operations 2. Dredging 3. Conservation and Recreation Programs 4. Administrative Services 5. General Operating and Staffing 6. Follow up discussion from previous budget meeting topics B) Review the Fee Schedule C) Adopt Preliminary Budget
July 14	Regular	Budget Adoption, Fee Schedule, and Transmission to Board of Supervisors
July 21	Special	If Necessary

**ATTACHMENTS:**

- A. Preliminary goals for Tidelands, Redwood Marine Terminal I and Redwood Marine Terminal II



# TIDELANDS / VESSELS GOALS

- Annual haul out & maintenance of each District vessel
- Fire One - Upgrade or replace forward mounted monitor
- Fire One – Upgrade tower electronics and navigation accessories
- Fire One – Repair auto-pilot feature
- Port Authority – Repaint all anti-slip surfaces on deck and roof
- Port Authority – upgrade on board wash down system

# TIDELANDS Preliminary Budget - Expense

Location	Cost
Fire One	\$20K
Port Authority	\$5K
Work Boats	\$5K
Total	\$30K

# RMT I GOALS

- Maintain storage and warehouse for Fisheries and Aquaculture
- Maintain roads and clear overgrowth vegetation from surrounding areas
- Continue to pursue Multi-purpose Dock Design & Development Options
- Work with the THA to close sale transaction

# RMT I Preliminary Budget - Revenue

Location	Cost
Warehouse	\$11.2K
Storage	\$19.5K
Dock Fees	\$0.00K
Total	\$30.7K

# RMT I Preliminary Budget: Maintenance Expenses

Location	Cost
Shore-up Redwood Dock	\$5K
Main Building	\$5K
Roads & Land Maintenance	\$10K
Total	\$20k

# RMT II GOALS

- Continue target marketing efforts on aquaculture and other water related uses while allowing non water related uses on an interim basis
- Nordic Aquafarms:
  - Assist tenant to obtain necessary permits to develop an upland fish farm
  - Remove all debris piles in within the lease area
  - Develop building plans for future tenant relocation

# RMT II GOALS

- Permit and develop a master saltwater intake for 1MM gallons per day using the existing sea chest(s)
- Conduct annual routine maintenance and structural integrity assessment of Outfall line
- Continue dock upgrades by replacing failing planks and rails
- Remove remaining contents of Liquors Silos
- Repair perimeter fence and replace entry gates
- Upgrade warehouse lighting

# RMT II Preliminary Budget

Item	Amount
Estimated Income	\$587K



# RMT II Preliminary Budget

Item	Cost
Dock Improvements	\$20K
Warehouse Lighting	\$20K
Site Clean Up - Debris Removal	\$15K
Outfall Maintenance	\$60K
Removal of Liquors from Silos	\$20K
Total	\$135k

# RMT II Needs Deferrals

Item	Cost
Dock Improvements	\$20K
Security Fence	\$15K
Roads & Parking	\$10K
Exterior & Security Lighting	\$15K
Painting	\$10K
Total Deferral	\$70K

## COMMISSIONERS

1<sup>st</sup> Division

Aaron Newman

2<sup>nd</sup> Division

Greg Dale

3<sup>rd</sup> Division

Stephen Kullmann

4<sup>th</sup> Division

Richard Marks

5<sup>th</sup> Division

Patrick Higgins

**Humboldt Bay**  
**Harbor, Recreation and Conservation District**  
 (707)443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030



**STAFF REPORT**  
**HARBOR DISTRICT MEETING**  
**May 12, 2022**

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

**FROM:** Larry Oetker, Executive Director

**DATE:** May 2, 2022

**TITLE: Consider Adopting Resolution 2022-03, 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 2022-2023**

**STAFF RECOMMENDATION:** Staff recommends the Board: Adopt Resolution 2022-03.

**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.

**DISCUSSION:** 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.

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 2022-03
- B** Secretariat Grant Agreement

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

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**RESOLUTION NO. 2022-03**

**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 2022-2023**

**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 12<sup>th</sup> day of May 2022, by the following polled vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**GREG DALE, President Board of  
Commissioners**

**ATTEST:**

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**RICHARD MARKS, 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. 2022-03 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 2022-2023**

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 12<sup>th</sup> day of May 2022; 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 12<sup>th</sup> day of May 2022.

\_\_\_\_\_  
RICHARD MARKS, Secretary  
Board of Commissioners



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



Agenda Item 11c.  
Attachment B

April 29, 2022

Larry Oetker  
Humboldt Bay Harbor, Recreation and Conservation District  
601 Startare Drive  
Eureka, CA 95501

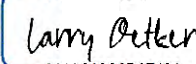
Re: Q2275051 Harbor Safety Committee Secretariat Services - Humboldt Bay

**ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER**

The attached Grant Agreement shall be of no force or effect until it is signed by the California Department of Fish and Wildlife (CDFW). The signing of this Grant Agreement 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 Grant Agreement 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 a failure to sign and return this letter with your signed Grant Agreement will result in a delay in approving your Grant Agreement.

DocuSigned by:  
  
061A216C0D9748A...  
\_\_\_\_\_  
*Authorized Signature*

4/29/2022  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Larry Oetker Executive Director  
*Printed Name and Title of Person Signing*



State of California - Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
P.O. Box 944209  
Sacramento, CA 94244-2090  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

GAVIN NEWSOM, Governor  
*CHARLTON H. BONHAM, Director*



**OFFICE OF SPILL PREVENTION AND RESPONSE  
HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES GRANT PROGRAM  
HUMBOLDT BAY  
GRANT AGREEMENT NUMBER – Q2275051**

**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, 2022, or upon Grantor approval, whichever is later, through June 30, 2023.

**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.



**Q2275051**

**HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT**

**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 – Reports.
- 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.

## Q2275051

### HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

- 5.07 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a) and Notice of Economic Sanctions (Exhibit 3) are 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 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.
- 5.10 Acknowledgement of Credit:** Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW. Further, Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.11 California Business and Professions Code Compliance:** Grantee shall be responsible for obtaining the services of an appropriately licensed professional or appropriately licensed professionals if required by the California Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act).

If Grantee fails to perform in accordance with the compliance provisions of this Agreement, Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

## 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

**Q2275051**

**HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT**

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 Committee, 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 administration building in 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.

All aspects of the Project will be overseen by the Grantee 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, Public Records Act, and the Federal Americans with Disabilities Act.

**Q2275051**

**HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT**

**Task 4 – Database Maintenance**

With assistance from an Information Technology Subcontractor, the Grantee will 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 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 in the HSC database.

**Task 6 – Meeting Attendance**

Travel to and 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 will 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 Program Administrator’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 11 – 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

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record which is deemed to be State property and shall be transferred to OSPR upon request by the Project Manager.

**Task 12 – 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 preferred, but requests for paper copies will be accommodated.

**Task 13 – 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 14 – Media Contacts**

Grantee will direct all media contacts for work performed under this agreement to OSPR's public information officer.

**Task 15 – Acknowledgement in the Media**

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

**Task 16 – Information Requests**

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

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

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Deliverables</u></b>	<b><u>Estimated Completion Dates</u></b>
1	Project Management and Administration	Quarterly Progress Reports	September 30, 2022 December 31, 2022 March 31, 2023
		Monthly Invoices	Due within 30 days following each calendar month following grant execution
		Final Report	June 30, 2023
		Final Invoice	June 30, 2023
5	Meeting Schedule	Annually prepare and circulate HSC meeting schedule	June 15, 2023
6	Secretariat Services. Meeting Attendance	Provide secretariat services. Attend HSC meetings every other	July 2022 September 2022 November 2022 January 2023

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<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
		month on the third Thursday	March 2023 May 2023
7	Meeting Materials	HSC materials and meeting minutes shall be posted	No later than 14 days after each meeting
12	HSC Database	Prepare and submit Humboldt Bay Area HSP	June 15, 2023

**SECTION 7 – CONTACTS**

The 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 Sacramento, CA 94244-2090	Address:	601 Startare Drive Eureka, CA 95501
Phone:	(916) 375-5928	Phone:	(707) 443-3401
Email:	<a href="mailto:Reuben.macaspac@wildlife.ca.gov">Reuben.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 Coordinator:</b>	
Name:	Julia-Malia Olea	Name:	Amber Shehan
Title:	Contract/Grant Coordinator	Title:	Office Assistant II
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	601 Startare Drive Eureka, CA 95501
Phone:	(916) 375-5967	Phone:	(707) 443-0801 ext 124
Email:	<a href="mailto:julia-malia.olea@wildlife.ca.gov">julia-malia.olea@wildlife.ca.gov</a>	Email:	<a href="mailto:ashehan@humboldtbay.org">ashehan@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

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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.

**8.03 Document Accessibility:** CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all Office of Spill Prevention and Response Harbor Safety Committee Secretariat Services Grant Program Final Reports will be posted to CDFW's website, grantees must ensure that the WCAG standards for adequate accessibility to people with disabilities are met for all Reports and associated submittals. Final Reports, and all associated documents, should be submitted as Word Documents for ease of editing to meet WCAG standards.

**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.

<b>Line-Item Budget Detail</b>	
<b>A. PERSONNEL SERVICES</b>	
Program Administrator (\$50/hr@33hrs)	\$1,650.00
Administrative Support (\$30/hr@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 (List Grantee field supplies in 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>	

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<b>Line-Item Budget Detail</b>	
Not Applicable	
<b>E. INDIRECT COSTS</b>	
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0
<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 5.08 – 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.

Formal Budget adjustments 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.



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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
<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. If there is cost share involved with the Project, the final invoice must include a budget summary of cost share expenditures by fund source. 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:

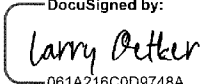
1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., Q2275051-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.

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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:    
 Signature: \_\_\_\_\_   
 DocuSigned by: 061A216C0D9748A

Printed Name: Larry Oetker

Title: Executive Director

Date: 4/29/2022

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

By: \_\_\_\_\_   
 Signature: \_\_\_\_\_

Printed Name: Melinda Peacock

Title: Chief, Business Management Branch

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

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



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1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. 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 written approval from CDFW.
4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, 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 the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor 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. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all 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.

CDFW agrees to indemnify, defend, and save harmless Grantee and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors,



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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 CDFW in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of CDFW or its officers, agents, and employees.

6. **DISPUTES**: Grantee shall continue with its 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 on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment



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are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this 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. REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

- 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 CDFW as set forth in this Section 11. CDFW 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



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is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW 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 this 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 State Legislature of any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for this Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.a or amend this Agreement to reflect any reduction of funds.

**13. RIGHT TO TERMINATE:**

- a. This agreement may be terminated by mutual consent of both Parties or by any Party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all Grant Funds received under this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

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

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, or their designated representatives with respect to subcontractors that complies with Section 4 of this Exhibit 1.a.;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.a; and
- e. Upon termination of any subcontract, the CDFW Grant Manager shall be notified immediately, in writing.



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- 15. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW and any of Grantee's 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 of Grantee's subcontractors.
- 16. TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and 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 the CDFW Grant Manager.
- 17. LIABILITY INSURANCE :** Unless otherwise specified in this Agreement, when Grantee submits a signed Agreement to CDFW, Grantee shall also furnish to CDFW 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 CDFW 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 30-days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the 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 year. New certificates of insurance are subject to the approval of CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW 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. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance



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or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combined, then Grantee's liability insurance shall provide such coverage for the subcontractor.

- 18. 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.
- 19. EQUIPMENT PURCHASES:** For purposes of this Agreement, "**Equipment**" means tangible personal property having a useful life of four years, and "**Major Equipment**" means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW's request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

- 20. GRANTEE'S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee's process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.
- 21. DRUG-FREE WORKPLACE CERTIFICATION:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
    1. the dangers of drug abuse in the workplace;
    2. the person's or organization's policy of maintaining a drug-free workplace;
    3. any available counseling, rehabilitation, and employee assistance programs; and,
    4. penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    1. receive a copy of the company's drug-free policy statement; and





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2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.

**22. UNION ORGANIZING:** Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
- b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
- c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

**23. GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

**Grant Agreement Number:** Q2275051

**Grantee Name:** Humboldt Bay Harbor, Recreation and Conservation District

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

EO N-6-22 was issued by California Governor Gavin Newsom on March 4, 2022. This EO calls upon businesses, non-governmental organizations, and public entities in California to ensure compliance with the economic sanctions imposed by the United States government in response to Russia’s actions in Ukraine, including any sanctions imposed under California law.

The Grantee acknowledges EO N-6-22 of the Governor of California and warrants that Grantee and its subcontractors are not subject to any economic sanctions related to the Order. If during the term of the agreement the Grantee becomes subject to sanctions under Executive Order N-6-22, the Grantee will notify the CDFW contract manager.

CDFW may terminate any agreements with Grantees failing to comply with current Federal, State, and/or Local orders, guidelines, and directives, including EO N-6-22.