

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

DATE: July 11, 2024

TIME: Regular Session – 6:00 P.M.

PLACE: Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501

How to Observe and Participate in the Meeting:

Observe: Members of the public can attend the meeting in person or observe the meeting on Zoom at the following link: <https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402

One tap mobile

(669) 900-9128, 6917934402#

Public members observing on Zoom will not be able to participate or provide comment. Members of the public who may wish to provide public comment during the meeting must attend in person.

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at (707) 443-0801 at least 24 hours in advance of the meeting.

- 1. Call to Order Regular Session at 6:00 P.M. and Roll Call**
- 2. Pledge of Allegiance**
- 3. 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.*

Agenda for July 11, 2024 Regular Board Meeting

4. Consent Calendar

- a) Adopt Minutes for the June 13, 2024, Regular Board Meeting

5. Communications, Reports, and Correspondence Received

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

6. Unfinished Business

- a) **Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**

Recommendation: Receive the report and provide direction.

Summary: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. Updates may include project schedule, budget, funding opportunities, tasks completed, tasks underway, upcoming tasks, and the latest overall project strategy. This report will provide an update for July 2024.

7. New Business

- a) **Receive a Report from Students at Redwood Coast Montessori School on their Studies Related to Community and Wind Energy**

Recommendation: Receive the report and offer discussion.

Summary: Students at the Redwood Coast Montessori School (RCM) shared thoughtful, creative work with the RCM community that examined many of the issues challenging Humboldt County and the world while offering some action of their own to help mitigate those issues. Further, they shared ideas and strategies with their community about ways community members can help shape a more sustainable and equitable future. Specific to this presentation is work related to offshore wind and two students' specific interest in the proposed Humboldt Bay Offshore Wind Heavy Lift Marine Terminal.

- b) **Community Engagement Commitments and Strategies for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**

Recommendation: Adopt the "Community Engagement Commitments and Strategies for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project."

Summary: For several years, the District has been developing the "Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project." The District has developed a

Agenda for July 11, 2024 Regular Board Meeting

“Community Engagement Commitment and Strategy” document to guide public and community interactions for the project.

c) Consider Adoption of Resolution 2024-05, 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 2024-2025

Recommendation: Review and adopt Resolution 2024-05 and authorize the execution and acceptance of the California Department of Fish and Wildlife Grant Agreement No. Q2475052.

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.

d) Consider Adopting Resolution 2024-06, A Resolution Authorizing the Execution of the Application and Agreement for Social Security Coverage for Employees of the Humboldt Bay Harbor, Recreation and Conservation District who are Members of the California Public Employees Retirement System (Calpers)

Recommendation: Staff Recommends the Board Adopt Resolution 2024-06 and authorize the Executive Director to execute the Application and Agreement.

Summary: On November 9, 2023 the Board of Commissioners adopted Resolution 2023-21 establishing a retirement system under the Social Security Act. This Resolution is the next step of the process, executing the application and agreement for employees of the Harbor District to receive Social Security benefits.

8. Future Agenda Items

- a) Resolution Supporting Community Engagement
- b) Fiscal Year 2024-2025 Final Budget Adoption
- c) Issuance of a Solicitation of Interest and Request for Qualifications in support of the development and operation of the District’s proposed Heavy Lift Marine Terminal
- d) Wednesday, July 24, 2024, Special Meeting at 5:30 P.M.

9. Adjournment

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

June 13, 2024

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Regular Session met at 6:00 P.M. at the Wharfinger Building, One Marina Way, Eureka, CA 95501.

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PRESENT: DALE
 HIGGINS
 KULLMANN
 NEWMAN

ABSENT: BENSON

QUORUM: YES

PLEDGE OF ALLEGIENCE

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: Kevin McKernan.

CONSENT CALENDAR

- a) Adopt Minutes for the May 9, 2024, Regular Board Meeting
- b) Receive District Financial Reports April 2024
- c) Approve Purchase Order No. 2154 for Scribble Software Upgrade
- d) Second Amendment to Employment Agreement with Director of Administrative Services to Amend Management Leave

COMMISSIONER HIGGINS MOVED ACCEPT CONSENT CALENDAR ITEMS A-D.

COMMISSIONER NEWMAN SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes: DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: BENSON

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received
 - I. No correspondence received.
- b) Executive Director’s Report
 - I. Executive Director presented Executive Director’s report.
- c) Staff Reports

- I. Staff presented reports.
- d) District Counsel and District Treasurer Reports
 - I. No report.
- e) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS

- a) **Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**
 - 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.
 - V. Discussion item only, no formal action was taken.

NEW BUSINESS

- a) **Consultant Selection and Contracting for PIDP 2023 Grant Funding for the Redwood Marine Offshore Wind and Heavy Lift Multipurpose Marine Terminal Final Permitting and 30% Design Project**
 - I. District Staff presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. Barbara Brenner commented, her comments can be found in Attachment A.
 - IV. Chair Dale moved the discussion back to the Commission.
COMMISSIONER NEWMAN MOVED TO 1) SELECT MOFFATT & NICHOL AS THE CONSULTANT FOR THE PIDP 2023 REQUEST FOR QUALIFICATIONS FOR THE REDWOOD MARINE OFFSHORE WIND AND HEAVY LIFT MULTIPURPOSE MARINE TERMINAL FINAL PERMITTING AND 30% DESIGN PROJECT; AND 2) AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN A CONTRACT WITH MOFFATT & NICHOL FOR UP TO \$10,597,335.
COMMISSIONER KULLMANN SECONDED.
VOICE VOTE WAS CALLED, MOTION CARRIED.
Ayes: DALE, HIGGINS, KULLMANN, NEWMAN
Noes: NONE
Absent: BENSON
Abstain: NONE
- b) **Authorize an Agreement to Mutually Terminate Ground and Operating Leases Following Successful Completion of New Market Tax Credit Investments by and between the Humboldt Bay Harbor, Recreation and Conservation District and the Humboldt Bay Development Association**
 - 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 AUTHORIZE AN AGREEMENT TO MUTUALLY TERMINATE THE GROUND AND OPERATING LEASES FOLLOWING SUCCESSFUL COMPLETION OF NEW MARKET TAX CREDIT INVESTMENTS BY AND BETWEEN THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT AND THE HUMBOLDT BAY DEVELOPMENT ASSOCIATION.
COMMISSIONER NEWMAN SECONDED.
VOICE VOTE WAS CALLED, MOTION CARRIED.
Ayes: DALE, HIGGINS, KULLMANN, NEWMAN
Noes: NONE
Absent: BENSON
Abstain: NONE

c) Preliminary Budget Adoption for Fiscal Year 2024-2025

- 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 ADOPT THE PRELIMINARY BUDGET FOR FISCAL YEAR 2024-2025
COMMISSIONER NEWMAN SECONDED.
VOICE VOTE WAS CALLED, MOTION CARRIED.
Ayes: DALE, HIGGINS, KULLMANN, NEWMAN
Noes: NONE
Absent: BENSON
Abstain: NONE

FUTURE AGENDA ITEMS

- a) Resolution Supporting Community Engagement

ADJOURNMENT – 6:58 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

Public Comment From: Barbara Brenner, City of Eureka Resident
Submitted To: The Humboldt Harbor, Recreation and Conservation District
Regular Meeting of the Board of Commissioners, June 13, 2024

Congratulations on the opportunity to contract with Moffat & Nichol for the Final Permitting & 30% Design of the Heavy Lift Terminal. They appear to be a highly qualified and experienced firm and have submitted an impressive proposal.

However, it is surprising to find that development of a Humboldt Bay Masterplan is included in the scope of work for this contract and is scheduled to begin very soon, July 2024, next month.

I have neither seen nor heard any press releases or media reports about upcoming Humboldt Bay master planning. Therefore, it is very important to implement a community and stakeholder engagement process simultaneously with the start of Bay master planning. Bay master planning should not proceed without public participation.

Also, storage of military reserve transport ships in Humboldt Bay and all other plans under consideration by the Humboldt Bay Development Association should be incorporated into a master planning process that includes public participation.

Seeing "Community Engagement" later on the agenda, I thank you in advance for swiftly soliciting public participation in planning for these projects which will significantly change the Humboldt Bay and impact surrounding communities.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th 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
July 11, 2024

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: June 27, 2024

TITLE: Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. Updates may include project schedule, budget, funding opportunities, tasks completed, tasks underway, upcoming tasks, community engagement, and the latest overall project strategy. This report will provide an update for the month of July 2024.

DISCUSSION: Topics to be covered in the July 2024 monthly update include: upcoming public meetings; status of ongoing meetings with Tribes, fishermen, aquaculture tenants, neighborhood groups; and other topics.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Patrick Higgins

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STAFF REPORT
HARBOR DISTRICT MEETING
July 11, 2024

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: June 27, 2024

TITLE: Community Engagement Commitments and Strategies for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

STAFF RECOMMENDATION: Adopt the “Community Engagement Commitments and Strategies for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project.”

SUMMARY: For several years, the District has been developing the “Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project.” The District has developed a “Community Engagement Commitment and Strategy” document to guide public and community interactions for the project.

DISCUSSION: To date, the District has been awarded approximately \$455,000,000 in State and Federal grants to develop a 180-acre heavy lift multi-purpose marine terminal facility in Humboldt Bay to service offshore wind farms throughout the west coast of the US. Since early 2022, District staff has participated in literally hundreds of meetings with dozens of “interested parties and affected communities” (IPACs) (formerly known as “stakeholders”). In mid-2022, District staff developed an informal document to guide such engagements. An updated version was informally shared with the Board in late 2023. Earlier this month, staff updated the plan and recommends that the Board formally adopt the document and its commitments.

The document outlines the Harbor District’s commitments and strategies related to community engagement for the project. This is not meant to be final, comprehensive, or conclusive; additional community engagement strategies and commitments may be added to the document throughout the remaining lifetime of the project.

ATTACHMENTS:

- A. Community Engagement Commitments and Strategies for the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project (July 2024)

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

COMMUNITY ENGAGEMENT COMMITMENTS AND STRATEGIES FOR THE HUMBOLDT BAY OFFSHORE WIND HEAVY LIFT MARINE TERMINAL PROJECT

Adopted by the Harbor District Board of Commissioners: 7/11/24

(revised from 6/22/23; not adopted by the Board)

(revised from June 2022; not adopted by the Board)



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COMMISSIONERS

- 1st Division: Aaron Newman
- 2nd Division: Greg Dale
- 3rd Division: Stephen Kullmann
- 4th Division: Craig Benson
- 5th Division: Patrick Higgins

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Recreation and Conservation District**
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Community Engagement Commitments and Strategies: Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project

1. PURPOSE OF THIS DOCUMENT

This document outlines the Harbor District’s commitments and strategies related to community engagement for the Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project (described below). This is not meant to be final, comprehensive, or conclusive; additional community engagement strategies and commitments may be added to this document throughout the remaining lifetime of the project.

2. BACKGROUND

The Federal government has established goals of deploying 30 GW of offshore wind energy by the year 2030 and 110+ GW of offshore wind by 2050. The State of California has established goals of deploying 5 GW of offshore wind energy by 2030 and 25 GW of offshore wind energy by 2045. Studies by the Federal Bureau of Ocean Energy Management, the National Renewable Energy Lab, and the California Energy Commission have indicated that major port development throughout California will be required in order for the Federal/State goals to be realized. The Humboldt Bay Harbor, Recreation and Conservation District (District) is developing the Humboldt Bay Offshore Wind Heavy Lift Multipurpose

The District is committed to open and meaningful community engagement throughout the project lifetime.

Marine Terminal (“Project”)¹ to support offshore wind energy development. The District is committed to open and meaningful community engagement throughout the project lifetime. This document outlines the District’s commitments and strategies for communicating with interested parties, affected communities, and the general public. The District has established a community engagement strategy that will encourage early and meaningful input. The District will endeavor to carefully consider all comments received.

3. PROJECT PURPOSES

The proposed project will serve several purposes, including:

- A. Redevelop and repurpose a blighted and largely unutilized industrial site that formerly operated for decades as a major regional employment center.
- B. Create a diversity of new jobs and stimulate regional economic development.
- C. Develop a project that establishes Humboldt Bay as a global leader in addressing climate change and energy decarbonization by providing a critical role in offshore wind renewable energy development.
- D. Develop a facility that can contribute to the Federal goal of deploying 30 GW of offshore wind energy by the year 2030, the State goal of deploying 5 GW of offshore wind energy by 2030, and the State goal of deploying 25 GW of offshore wind energy by 2045.
- E. Provide the facilities and infrastructure required for Humboldt Bay to serve as the first floating offshore wind “staging and integration” port in California. According to the “California Floating Offshore Wind Regional Ports Assessment” study published by BOEM in January of 2023, Humboldt Bay is the only port capable of serving all three of the primary port needs of the offshore wind industry, which are: staging and integration (S&I), onsite manufacturing/fabrication (MF), and operations and maintenance (O&M). In addition, according to the BOEM study, only the Ports of Humboldt Bay, Los Angeles, and Long Beach are capable of conducting S&I functions. Among these three ports, only Humboldt Bay has immediately available developable space. Thus, a major purpose of the proposed project is to serve as California’s initial S&I port.

Establish Humboldt Bay as a global leader in addressing climate change and energy decarbonization.

¹ <https://humboldt-bay.org/humboldt-bay-offshore-wind-heavy-lift-marine-terminal-project-3>



Community Engagement Commitments and Strategies: Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project

- F. Design and construct the site in such a way that it can serve multiple purposes either simultaneous with the offshore wind energy functions described above or following the conclusion of the need for those offshore wind energy functions. Additional purposes could include breakbulk uses, dry bulk, wood product manufacturing/shipping, cargo laydown/storage/transport, and/or other related maritime transport uses that require heavy-lift wharfs and large laydown yards.
- G. Create incentives and funding streams for continued and improved maintenance of Humboldt Bay port facilities, including year-round maintenance of channel and marina depths.
- H. To the degree feasible, develop a marine terminal site with modern environmental standards related to minimization of greenhouse gas emissions, onsite renewable energy generation, green building materials, the electrification of terminal operations, and the facilities needed to accommodate vessel shore power.
- I. Prepare the site for sea level rise.
- J. Establish a modern eco-friendly shoreline transition between the marine environment and the upland development.
- K. Address any residual soil contamination that currently exists at the site.
- L. Generate revenue for the Harbor District that can be used for general District purposes throughout the rest of the Bay, including dredging, conservation, ecological restoration, and recreation programs.

4. COMMUNITY ENGAGEMENT COMMITMENTS AND OBJECTIVES

Throughout the life of the project, the District endeavors to meet the following objectives related to community engagement:

- **Inclusiveness and equity:** The District will strive to involve the people that will be most affected by the project while respecting cultural and language differences. The District will work to identify and remove barriers to participation that have historically disengaged residents and communities.
- **Cultural competence:** The District will work to recognize, understand, and respond effectively to racial, ethnic, cultural, and linguistic experiences of interested parties and effected communities.
- **Sharing of background information:** The District will provide educational content to interested parties to ensure that all participants are well informed and understand the greater context of proposed project activities.
- **Easy participation:** The District will create mid-project milestones that offer various ways for various audiences to learn about the project and to provide input via electronic and in person channels.
- **Transparency:** The District will act with integrity in open process, while providing access to clear, reliable information. The District will ensure that final versions of all district-generated and publicly funded project-related documents/studies are available to all interested parties.
- **Meaningful engagement and opportunities for input:** The District will facilitate open, inclusive, equitable, and unbiased processes that allow various audiences genuine opportunities to provide input, to give recommendations, and to offer feedback.
- **Timely communication:** The District will regularly and reliably communicate major project decisions/activities in a timely and predictable manner.
- **Respect:** The District will receive discussions and feedback in an open and respectful manner, regardless of differences in perspective, opinion, or desired outcome. Participants should feel heard.
- **Evaluation:** The District will regularly assess the objectives and strategies of this document in pursuit of fair and productive civic engagement. The District will revise this document as needed to apply on-going “lessons learned.”



Community Engagement Commitments and Strategies: Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project

5. IMPACTS, EQUITY, AND ENGAGEMENT INTERNAL EVALUTATION CRITERIA

At each stage in the project, the Harbor District will consider the following:

1. Who is positively impacted by the decision?
2. Who may be negatively impacted and for how long?
3. What are the main concerns, issues and interests of the interested parties and affected communities?
4. Will any individuals, institutions, or groups be disproportionately impacted?
5. Is additional public input needed or required?
6. Are there any linguistic or cultural barriers to engaging with impacted/interested parties and affected communities?

6. ANTICIPATED CATEGORIES OF INTEREST GROUPS, INTERESTED PARTIES, AFFECTED COMMUNITIES

The Harbor District anticipates that this project will be of interest to many different categories of interested parties and affected communities (IPACs). The District will strive to be accessible to each category/type of IPAC and will strive to hear all interests, concerns, and requests. A preliminary list of categories of IPACs is presented below, including representative examples within each category:

- Tribal governments identified by the Native American Heritage Commission as the Tribes with whom the District should communicate regarding this project:
 - Bear River Band of the Rohnerville Rancheria
 - Big Lagoon Rancheria
 - Blue Lake Rancheria
 - Cher-Ae Heights Indian Community of the Trinidad Rancheria
 - Hoopa Valley Tribe
 - Karuk Tribe
 - Resighini Rancheria
 - Round Valley Reservation/ Covelo Indian Community
 - Wiyot Tribe
 - Yurok Tribe
- Other Tribal governments in the general region that request to be informed and provide input on the project.
- Individuals/businesses related to fishing/aquaculture and various fishing related groups/organizations, such as:
 - Humboldt Area Saltwater Anglers
 - Humboldt Fishermen's Marketing Association
 - Pacific Coast Federation of Fishermen's Association/Institute for Fisheries Resources
 - California Fishermen's Resiliency Association
 - Others tbd
- Individuals and associations of residents that live near the project site, such as:
 - Peninsula Community Collaborative
 - Others tbd
- Individuals/businesses that own properties, docks, wharfs, and/or shipping facilities adjacent to or within Humboldt Bay
- Individual business owners and business-advocacy organizations, such as:
 - Greater Eureka Area Chamber of Commerce
 - Humboldt Builders Exchange
 - Others tbd
- Labor advocacy organizations and labor unions, such as:
 - State Building and Construction Trades Council
 - The Humboldt and Del Norte Construction Trades Council
 - Operating Engineers Union No. 3
 - International Longshore and Warehouse Union (ILWU)
 - Laborers' International Union Local 324
 - Carpenters' Union Local 751
 - Others tbd
- Local/regional environmental/conservation advocacy NGOs and non-profits, such as:
 - Environmental Protection Information Center (EPIC)
 - Humboldt Baykeeper
 - Friends of the Dunes
 - Humboldt 350.org
 - Northcoast Environmental Center
 - Redwood Region Audubon
 - Surfrider Foundation Humboldt
 - Citizens Protecting Humboldt Bay (CPHB)
- Local/regional advocacy NGOs, non-profits, and community organizations
 - Redwood Community Action Agency (RCAA)
 - The Redwood Region Climate and Community Resilience Hub (CORE Hub)
 - The North Coast Offshore Wind Community Benefits Network
 - Housing advocacy groups
- Other NGOs and non-profits, such as:
 - California Association of Port Authorities (CAPA)
 - Humboldt Bay Development Association (HBDA)
 - Redwood Coast Energy Authority (RCEA)
 - Others tbd



Community Engagement Commitments and Strategies: Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project

- Local, State, and Federal governmental agencies (regulatory/permitting agencies, utility providers, funding agencies, and other government agencies)
 - US Army Corp of Engineers (USACE)
 - US Coast Guard
 - Bureau of Ocean Energy Management (BOEM)
 - US Department of Transportation, Maritime Administration (MARAD)
 - US Environmental Protection Agency (EPA)
 - National Marine Fisheries Services (NOAA NMFS)
 - US Fish and Wildlife Service
 - California Native American Heritage Commission (NAHC)
 - California Energy Commission (CEC)
 - California Public Utilities Commission (CPUC)
 - State Lands Commission (SLC)
 - California Coastal Commission (CCC)
 - California Department of Fish and Wildlife (CDFW)
 - California State Transportation Agency (CalSTA)
 - California Department of Transportation (Caltrans)
 - North Coast Regional Water Quality Control Board
 - North Coast Unified Air Quality Management District
 - California Governor’s Office of Business and Economic Development (GoBiz)
 - California State Coastal Conservancy (SCC)
 - California Department of Housing and Community Development (HCD)
 - California Governor’s Office of Planning and Research
- California Workforce Development Board
- Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD)
- County of Humboldt (various departments)
- Humboldt Harbor Safety Committee
- Samoa Enhanced Infrastructure Finance District
- City of Eureka
- Humboldt Bay Municipal Water District
- Samoa Peninsula Community Services District
- PG&E
- Other utility-related public service districts and utility providers
- The Workforce Development Coalition of Humboldt County
- The California Energy Commission’s Humboldt Bay Wind Port State Agency Working Group
- Local, State, and Federal elected officials
- Educational organizations/institutions, such as:
 - CalPoly Humboldt
 - College of the Redwoods
 - Humboldt County Office of Education
 - Others tbd
- Private citizens
- Private development companies, offshore wind development companies, etc.
- Other west coast ports
- Many others are expected and welcome

7. PUBLIC MEETINGS

At a minimum, the Harbor District will host the following meetings that will be open to the general public:

- Monthly Harbor District Board Meetings
 - These typically occur on the 2nd Thursday of each month at 6pm. An agenda for each meeting is released at least 72 hours in advance of each meeting.
 - Project-specific items may or may not occur at any given meeting (each item includes a public comment period).
 - Adoption of Harbor District permit for the project following the certification of the Final CEQA EIR.
- CEQA:
 - CEQA NOP Public Hearing (includes a public comment period). This meeting has already occurred.
 - CEQA DEIR Public Hearing (includes a public comment period).
 - CEQA FEIR Public Hearing (includes a public comment period).
- In addition to Board and CEQA public meeting, the District will also hold “General Public Meetings”:
 - Two general public meetings occurred in 2023.
 - District staff spoke about the project at numerous public events throughout 2023 and early 2024.
 - Between one and three additional public meetings will be held between July of 2024 and March of 2025.
 - At least one additional neighborhood-focused public meeting will be held on the Samoa Peninsula (within three miles of the project site) per calendar year in the years 2023, 2024, and 2025.



Community Engagement Commitments and Strategies: Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project

8. COMMUNICATIONS TO THE GENERAL PUBLIC, INTERESTED PARTIES, AND AFFECTED COMMUNITIES

The Harbor District will engage in the following forms of communication to the general public and IPACs:

- Starting in July of 2024, a small quarterly newsletter about Offshore Wind in Humboldt Bay will be distributed once each quarter to the general email distribution list and will be posted on the District website.
- Interested parties may sign up to join a general email distribution list. The District will maintain an on-going list of interested parties. Once per quarter, members of the email distribution list will receive an email that summarizes relevant project updates. The total number of emails may occasionally exceed one email per quarter.
- The District maintains a project-specific webpage on the District's website. Updates will be periodically posted on the Harbor District website: <https://humboldtbay.org/humboldt-bay-offshore-wind-heavy-lift-marine-terminal-project-3>.
- Planned project schedules will be periodically updated on the project-specific webpage.
- The District will post final versions of project-related documents/studies on the project-specific webpage.
- New informational videos will be periodically posted on the Harbor District website and the Harbor District YouTube channel: <https://www.youtube.com/@humboldtbayharbordistrict>.
- CEQA-related and permit-related public hearing notices will be periodically posted in a local newspaper(s).
- The District may periodically issue press releases.
- The District will participate in media interviews.

9. COMMUNICATIONS AND MEETINGS WITH SPECIFIC INTEREST GROUPS, INTERESTED PARTIES, AND AFFECTED COMMUNITIES

The Harbor District will participate in many communications and limited-invite meetings with various categories of interest groups, interested parties, and affected communities, including:

- Meetings with Tribal governments. For a list of the Tribes that has been identified by the Native American Heritage Commission as the Tribes with whom the District should communicate, see Section 6 of this document above. The District will communicate with other Tribal governments in the general region that request to be informed about the project.
- Meetings with various interest groups, interested parties, and affected communities. For examples of the types of groups/organizations with whom the District will meet, see Section 6 of this document above.
- Meetings with various governmental agencies related to permitting, funding, utilities, and other topics. For examples of the agencies with whom the District expects to meet, see Section 6 of this document above.
- Upon request, District staff will attend meetings of various community interest groups (such as Rotary clubs, Chambers of Commerce, Peninsula Community Collaborative, etc). If requested to do so, District staff will provide a general presentation at such meetings. The District will not guarantee attendance of more than one meeting per interest group per quarter.

10. COMMUNITY-BASED PROJECT ADVISORY COMMITTEES

The Harbor District will establish a series of community-based project advisory committees to assist with the envisioning and evaluation of the project. At a minimum, the following committees will be established:

1. Technical Advisory Committee (TAC)
2. Community Engagement and Community Benefit Program Advisory Committee (CAC)
3. Green Terminal Committee (GTC) (~12 members)
4. Environmental Mitigation Subcommittee



Community Engagement Commitments and Strategies: Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project

5. Dredge Material Testing and Management Regulation Committee
6. Aquaculture Committee
7. HBHRC Board Fisheries Sub-Committee
8. Other committees to be established as needed.

The objectives and details of the committees are provided here:

- Overall objectives of the various advisory committees:
 - Focus exclusively on the Heavy Lift Wind Terminal Project (and not offshore wind farms or electrical transmission projects).
 - Seek to understand and represent the perspectives of everyday citizens and a diverse range of stakeholder categories while simultaneously seeking to understand and support the project's underlying purposes.
 - Receive information about on-going project design and then serve as citizen scientists that accurately understand the nuances of the project.
 - Provide advisory recommendations to the project management team, who will convey those recommendations to the design/permitting team.
 - Help the broader community to accurately understand the project by sharing reliable sources of information.
- **Committee #1: Technical Advisory Committee (TAC)**
 - Status: Established in early-2024. Meets approximately quarterly.
 - Committee-specific Objectives:
 - See "Objectives and overall mission" of all Advisory Committees (listed above).
 - Receive periodic updates from engineering/permitting/mitigation consultants.
 - Provide analysis and recommendations of the project's technical components: engineering, permitting, mitigation, etc.
 - Provide recommendations regarding community engagement on technical topics.
 - Other objectives to be suggested by committee.
- **Committee #2: Community Engagement and Community Benefit Program Advisory Committee (CAC)**
 - Status: To be established in July 2024. Meets approximately every other month.
 - Committee specific objectives:
 - See "Objectives and overall mission" of all Advisory Committees (listed above).
 - Receive periodic updates about project, especially those elements most directly related to community engagement and the planned "Community Benefit Program."
 - Provide recommendations regarding community engagement. Recommendations can include when engagement should occur, how often, where, what types, with whom, etc.
 - Provide recommendations regarding the District's planned "Community Benefit Program."
 - Other objectives to be suggested by committee.
- **Committee #3: Green Terminal Committee (GTC)**
 - Status: To be established in July 2024. Meets approximately every other month.
 - Committee specific objectives:
 - See "Objectives and overall mission" of all Advisory Committees (listed above).
 - Receive periodic updates about project, especially those elements most directly related to policies associated with energy, water quality, and related topics.
 - Provide recommendations regarding the development of a "Green Terminal Strategy," which will ultimately be adopted by the District Board.
- **Committee #4: Environmental Mitigation Subcommittee**
 - Status: Established in mid-2023. Meets approximately every other month.



Community Engagement Commitments and Strategies: Humboldt Bay Offshore Wind and Heavy Lift Marine Terminal Project

- Committee specific objectives:
 - Provide the District and its consultants with access to the resources, guidance, and feedback of resource agency ecologists, environmental scientists, and mitigation specialists.
 - Provide feedback and ideas from the various regulatory agencies that will be involved in issuing permits, determining impacts, and establishing biological mitigation requirements.
- **Committee #5: Dredge Material Testing and Management Regulation Committee**
 - Status: Established in mid-2023. Meets approximately every other month.
 - Committee specific objectives:
 - Provide the District and its consultants with access to the resources, guidance, and feedback of resource agency ecologists, environmental scientists, and mitigation specialists.
 - Provide feedback and ideas from the various regulatory agencies that will be involved in issuing permits, determining impacts, and establishing requirements for dredging of the project.
- **Committee #6: Aquaculture Committee**
 - Status:
 - Already established (in mid-2023). Meets approximately monthly.
 - Consists of 30+ owners/employees of various Humboldt-based aquaculture businesses, representatives of aquaculture advocacy organizations, and staff members of various regulatory agencies.
 - Committee specific objectives:
 - Generally represent the broad aquaculture community.
 - Provide the District and its consultants with information, feedback, and guidance about the concerns, needs, and requests of the aquaculture community as they relate to the HLMT project.
- **Committee #7: HBHRCD Board Fisheries Sub-Committee**
 - Status:
 - This is a previously-existing sub-committee of the HBHRCD Board that consists of two elected Board members (appointed by the Board President) and representatives of the fishing community as determined by the Board President.
 - Meets as needed and/or as determined by Executive Director.
 - This existing committee will discuss the HLMT project periodically.
 - Committee specific objectives:
 - Generally represent the broad fishing community.
 - Provide the District and its consultants with information, feedback, and guidance about the concerns, needs, and requests of the fishing community as they relate to the HLMT project.



COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th 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
July 11, 2024

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: July 2, 2024

TITLE: Consider Adopting Resolution 2024-05, 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 2024-2025

STAFF RECOMMENDATION: Review and adopt Resolution 2024-05 and authorize the execution and acceptance of the California Department of Fish and Wildlife Grant Agreement No. Q2475052.

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 2024-05
- B** CDFW OSPR Grant Agreement Q2475052

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

RESOLUTION NO. 2024-05

**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 2024-2025**

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 11th day of July 2024, by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**GREG DALE, President
Board of Commissioners**

**AARON NEWMAN, 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. 2024-05 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 2024-2025**

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 11th day of July 2024; 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 11th day of July 2024.

Aaron Newman, Secretary
Board of Commissioners



State of California - Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 P.O. Box 944209
 Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**OFFICE OF SPILL PREVENTION AND RESPONSE
 HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES
 HUMBOLDT BAY
 GRANT AGREEMENT NUMBER – Q2475052**

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 Humboldt Bay Harbor, Recreation and Conservation District (Grantee) for the purposes set forth herein. The Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, the Grantor and the 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 5.07 – General Terms and Conditions, the Grantor shall provide the Grantee with a maximum of \$21,274.00 (Grant Funds) to financially support and assist the Grantee's implementation of Harbor Safety Committee Secretariat Services, Humboldt Bay (Project).

2.02 Term: The term of this Agreement July 1, 2024, or upon the Grantor's approval, whichever is later, through June 30, 2025.

SECTION 3 – ELIGIBLE USES OF GRANT

Only the Grantee expenditures that are necessary to implement this 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.

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SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Grantor as follows:

- 4.01 Existence and Power:** The Grantee is a public entity, validly existing, and in good standing under the laws of California. The 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 the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable in accordance with this 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 the Grantee to complete this Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** The Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** The Grantee agrees that only the Grantee expenditures that are necessary to implement this 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. The 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 the 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 the Grantor to fund this 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:** The 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 the Grantor.

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- 5.07 General Terms and Conditions:** The Public Entities General Grant Provisions (Exhibit 1.a) and the 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. The 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. The 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>. The Grantee shall pay the prevailing wage to all persons employed in the performance of any part of this Project if required by law to do so.
- 5.10 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that this Project received funds through the CDFW. Further, the 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 the 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:** The 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 the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the 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.

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

6.03 Project Description: The Grantee will manage this Project as described below:

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

The Grantee 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 the Grantee and procured with funding provided by the Grantor.

6.06 Project Implementation: Consistent with the Grantee's proposal for this Project, the 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

The Grantee's Program Administrator and Administrative Support 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, finalizing progress and final reports.

All aspects of this Project will be overseen by the Grantee Program Administrator and will be assisted by Administrative Support.

Task 2 – Secretarial Services

The Grantee Program Administrator, assisted by the Administrative Support, will provide secretariat services, along with associated expendable materials and supplies to the HSC.

Task 3 – HSC Meetings

The Grantee Program Administrator, assisted by the Administrative Support, will organize and plan for bimonthly full HSC meetings, as well as any

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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.

Task 4 – Database Maintenance

With assistance from an Information Technology Subcontractor (Subcontractor 1), the Grantee Program Administrator, assisted by the Administrative Support, 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. The Grantee Program Administrator, assisted by the Administrative Support, 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. The Grantee will work with Subcontractor 1 to maintain the HSC database.

Task 5 – Meeting Schedule

Annually, the Grantee Program Administrator, assisted by the Administrative Support, will prepare and circulate the current-year meeting schedule to all parties identified in the HSC database.

Task 6 – Meeting Attendance

The Grantee Program Administrator, assisted by the Administrative Support, will travel to and attend all full HSC meetings, as well as any subcommittee or ad hoc HSC meetings. The Grantee Program Administrator, assisted by the Administrative Support, will prepare meeting agendas and minutes.

Task 7 – Meeting Materials

The Grantee Program Administrator, assisted by the Administrative Support, will 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. 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

The Grantee Program Administrator, assisted by the Administrative Support, will post HSC meeting announcements and agendas in a conspicuous, publicly accessible space at the offices of the Humboldt Bay Harbor Recreation and Conservation District.

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Task 9 – Correspondence

The Grantee Program Administrator, assisted by the Administrative Support, will prepare and circulate correspondence as required by the HSC. At the Program Administrator's request, the Grantee personnel will circulate notices of HSC vacancies and any public hearings or workshops that OSPR may be conducting in the local area.

Task 10 – Committee Roster

The Grantee Program Administrator, assisted by the Administrative Support, will maintain a current HSC roster (a subset of the HSC database) of all HSC members and alternates, agency liaisons, and advisors. The Grantee Program Administrator, assisted by the Administrative Support, will 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

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

Task 12 – HSC Database

Subcontractor 1 will 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

The Grantee Program Administrator, assisted by the Administrative Support, will 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

The Grantee Program Administrator, assisted by the Administrative Support, will direct all media contacts for work performed under this agreement to OSPR's public information officer.

Task 15 – Acknowledgement of the Media

The Grantee Program Administrator, assisted by the Administrative Support, will acknowledge the support of the State of California whenever publicizing the work under this agreement in any media form.

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

6.07 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports	September 30, 2024 December 30, 2024 March 31, 2025
		Monthly Invoices	Due within 30 days following each calendar month following grant execution.
		Final Report	June 30, 2025
		Final Invoice	June 30, 2025
5	Meeting Schedule	Annually Prepare and Circulate HSC Meeting Schedule	June 15, 2025
6	Meeting Attendance	Provide Secretariat Services. Attend HSC Meetings Every Other Month on the Third Thursday	July 2024 September 2024 November 2024 January 2025 March 2025 May 2025
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, 2025

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:

CDFW Grant Manager		Grantee Project Manager	
Name:	Reuben Macaspac	Name:	Chris Mikkelsen
Title:	Oil Spill Prevention Specialist	Title:	Executive Director
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	601 Startare Drive Eureka, CA 95501

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Phone:	(916) 375-5928	Phone:	(707) 443-0801
Email:	Reuben.macaspac@wildlife.ca.gov	Email:	Cmikkelsen@humboldtby.org

Direct all administrative inquiries to:

CDFW Grant Coordinator		Grantee Project Coordinator	
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) 216-1303	Phone:	(707) 443-0801 ext. 124
Email:	julia-malia.olea@wildlife.ca.gov	Email:	ashehan@humboldtby.org

SECTION 8 – REPORTS

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

Requirements: The Progress Reports will consist of one hard copy or one electronic PDF copy. The Progress Reports shall describe specific grant activities that are not captured in the meeting minutes such as: accomplishments achieved; problems and solutions; and any pertinent information that may become available to the HSC during the quarter. Since the Agreement 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: The 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 the Grantee with 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

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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: The Grantor will provide an amount not to exceed \$21,274.00 as detailed in the Line-Item Budget Detail (Budget) below. The Grantee or its partners will provide up to \$0.00 in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement. The Grantee will provide the Grantor accurate records of all cost share with the Grantee's Final Report.

Line-Item Budget Detail	
A. PERSONNEL SERVICES	
Program Administrator (\$50.00/hour @ 33 hours)	\$1,650.00
Administrative Support (\$30.00/hour @ 350 hours)	\$10,500.00
Subtotal Personnel Services	\$12,150.00
Staff Benefits 25%	\$3,037.50
Total Personnel Services	\$15,187.50
B. OPERATING EXPENSES: GENERAL	
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
Subtotal Operating Expenses: General	\$5,651.50
C. OPERATING EXPENSES: SUBCONTRACTORS	
HSC Website Maintenance (Subcontractor 1) (\$36.25/month @ 12 months)	\$435.00
Subtotal Operating Expenses: Subcontractors	\$435.00
D. OPERATING EXPENSES: EQUIPMENT	
Not Applicable	\$0.00
Subtotal Operating Expenses: Equipment	\$0.00
E. INDIRECT COSTS	
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0.00
F. GRAND TOTAL (A+B+C+D+E)	\$21,274.00

9.01.1 Budget Flexibility: The 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:

Q2475052**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

1. Revisions which 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:** The Grantor will disburse Grant Funds to the 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.

The Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	Humboldt Bay Harbor Recreation and Conservation District
Attention:	Larry Oetker
Address:	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 the 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 this Project, the final invoice must include a budget summary of cost

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HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

share expenditures by fund source. The CDFW Grant Manager will provide the 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. The printed name of the Grantee on company letterhead;
3. The Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. The 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., Q2475052-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 the Grantee under the terms of this grant;
9. The original signature of the Grantee; and
10. The Grantee must provide supporting documentation for the invoice and actual receipts.

Q2475052

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

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:  EA48F72938BB454...

Signature: _____

Printed Name: Chris Mikkelsen

Title: Executive Director

Date: 6/25/2024

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By: _____

Signature: _____

Printed Name: Amy Mowrer

Title: Branch Manager, Business Management Branch

Date: _____

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



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2475052

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

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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EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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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



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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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



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2475052

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

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.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2475052

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

- 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



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2475052

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

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: Q2475052

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.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



April 25, 2024

Chris Mikkelsen
Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive
Eureka, CA 95501

Re: Q2475052 – HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES – HUMBOLDT BAY

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

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

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

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

DocuSigned by:

FA48F79385B454

Authorized Signature

6/25/2024

Date

Chris Mikkelsen, Executive Director
Printed Name and Title of Person Signing

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th 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
July 11, 2024

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: July 5, 2024

TITLE: Consider Adopting Resolution 2024-06, A Resolution Authorizing the Execution of the Application and Agreement for Social Security Coverage for Employees of the Humboldt Bay Harbor, Recreation and Conservation District who are Members of the California Public Employees Retirement System (Calpers)

STAFF RECOMMENDATION: Staff Recommends the Board Adopt Resolution 2024-06 and authorize the Executive Director to execute the Application and Agreement.

SUMMARY: On November 9, 2023 the Board of Commissioners adopted Resolution 2023-21 establishing a retirement system under the Social Security Act. This Resolution is the next step of the process, executing the application and agreement for employees of the Harbor District to receive Social Security benefits.

DISCUSSION: On September 14, 2023 the Board of Commissioner approved the Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO. In Chapter 7.03 the Union and the District agreed to begin the process of having Social Security deducted/paid from wages at the rate determined by the Social Security Administration. In April 2024, employees received ballots and decided whether or not they wanted to enroll in Social Security.

ATTACHMENTS:

- A. Resolution 2024-06
- B. SOC - Step 4 Division Application & Agreement

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

RESOLUTION NO. 2024-06

A RESOLUTION AUTHORIZING The Execution of the Application and Agreement for Social Security Coverage for Employees of the Humboldt Bay Harbor, Recreation and Conservation District who are Members of the California Public Employees Retirement System (Calpers)

WHEREAS, a division of the California Public Employees Retirement System (Calpers) with respect to eligible employees of the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter referred to as “Public Agency”, who are members of and in positions covered by said retirement system, has been conducted in accordance with Federal and State Laws and State regulations for the purposes of coverage under the insurance system established by the Federal Social Security Act and a deemed retirement system, hereinafter referred to as Group B of the California Public Employees Retirement System (Calpers) has been established thereby as provided in Section 218(d)(6) of the Federal Social Security Act, composed of positions of members of such retirement system who desire coverage under the said insurance system; and

WHEREAS, the Public Agency desires to file an application with the State and to enter into an agreement with the State to extend coverage under the said insurance system on behalf of the Public Agency to services performed by individuals as employees of the Public Agency as members of a coverage group, as defined in Section 218(d)(4) of the Federal Social Security Act, of the said Group B of the California Public Employees Retirement System (Calpers); and

WHEREAS, official form “Application and Agreement” containing the terms and conditions under which the State will affect such inclusion has been examined by this body;

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

That said Application and Agreement on said official form be executed on behalf of the Public Agency and submitted to the State to provide coverage under the California State Social Security Agreement of March 9, 1951, of all services performed by individuals as employees of the Public Agency as members of a coverage group (as defined in Section 218(d)(4) of the Social Security Act) of said Group B California Public Employees Retirement System (Calpers), except the following:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Applicant as indicated in Resolution No. 2023-21 adopted at a meeting of the Board of Commissioners on November 9, 2023:

None

The effective date of coverage of services under said agreement to be July 1, 2025; and

BE IT FURTHER RESOLVED, that Chris Mikkelsen, Executive Director, PO Box 1030, Eureka, CA 95501, is hereby authorized and directed to execute said Application and Agreement on behalf of and as Authorized Agent of the Public Agency and to forward same to the State for acceptance and further action; and

BE IT FURTHER RESOLVED, that authority hereafter to act as Authorized Agent, and so to conduct all negotiations, conclude all arrangements, submit all reports, and sign all agreements and instruments which may be necessary to carry out the letter and intent of the aforesaid application and agreement, in conformity with all applicable Federal and State laws, rules and regulations, is vested in the position of Executive Director.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 11th day of July 2024 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Aaron Newman, Secretary
Board of Commissioners**

**Chris Mikkelsen
Executive Director**

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. 2024-06 entitled,

A Resolution Authorizing The Execution of the Application and Agreement for Social Security Coverage for Employees of the Humboldt Bay Harbor, Recreation and Conservation District who are Members of the California Public Employees Retirement System (Calpers)

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 911th day of July 2024; 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 11th day of July 2024.

Aaron Newman, Secretary
Board of Commissioners



Official State Social Security Administrator
California Public Employees' Retirement System

P.O. Box 720720, Sacramento, CA 94229-0720 | Phone: (916) 795-0810 | Fax: (916) 795-3005
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov/sssa

June 19, 2024

CalPERS ID No.: 2233447024

Mindy Hiley
Director Of Administrative Services
Humboldt Bay Harbor Recreation And Conservation District
PO Box 1030
Eureka, CA 95501

Dear Mindy Hiley,

Thank you for submitting the Social Security division election ballots and certification.

The next step is the adoption of the Resolution authorizing the execution of the Application and Agreement for Social Security coverage for employees of the Humboldt Bay Harbor Recreation And Conservation District who are members of the California Public Employees Retirement System (Calpers). We have enclosed two partially completed Resolutions and Applications and Agreements to be used. The forms contain the terms of coverage indicated in the Resolution adopted by the Board of Commissioners. Chris Mikkelsen, as Authorized Agent, should sign all copies of the enclosed Application and Agreement. Two originals of the adopted certified Resolution and two originals of the signed Application and Agreement should be returned to this office.

Upon receipt of the above, we will request the Federal Government to include the Humboldt Bay Harbor Recreation And Conservation District in the Social Security program.

These documents should not be modified in any way, as only the content included in the documents provided by this office will be accepted.

If you have any questions regarding the enclosed information, please contact this office at (916) 795-0810.

Sincerely,

A handwritten signature in cursive script that reads "Liza Lopez".

Liza Lopez
State Social Security Administrator Program

Enclosures

RESOLUTION NO. _____
(To Accompany Application and Agreement)

WHEREAS, a division of the California Public Employees Retirement System (Calpers) with respect to eligible employees of the Humboldt Bay Harbor Recreation And Conservation District , hereinafter referred to as "Public Agency", who are members of and in positions covered by said retirement system, has been conducted in accordance with Federal and State Laws and State regulations for the purposes of coverage under the insurance system established by the Federal Social Security Act and a deemed retirement system, hereinafter referred to as Group B of the California Public Employees Retirement System (Calpers) has been established thereby as provided in Section 218(d)(6) of the Federal Social Security Act, composed of positions of members of such retirement system who desire coverage under the said insurance system; and

WHEREAS, the Public Agency desires to file an application with the State and to enter into an agreement with the State to extend coverage under the said insurance system on behalf of the Public Agency to services performed by individuals as employees of the Public Agency as members of a coverage group, as defined in Section 218(d)(4) of the Federal Social Security Act, of the said Group B of the California Public Employees Retirement System (Calpers) and

WHEREAS, official form "Application and Agreement" containing the terms and conditions under which the State will affect such inclusion has been examined by this body;

NOW, THEREFORE, BE IT RESOLVED, that said Application and Agreement on said official form be executed on behalf of the Public Agency and submitted to the State to provide coverage under the California State Social Security Agreement of March 9, 1951, of all services performed by individuals as employees of the Public Agency as members of a coverage group (as defined in Section 218(d)(4) of the Social Security Act) of said Group B California Public Employees Retirement System (Calpers), except the following:

1. All services excluded from coverage under the agreement by Section 218 of the Social Security Act; and
2. Services excluded by option of the Applicant as indicated in Resolution No. 2023-21 adopted at a meeting of the Board of Commissioners on November 9, 2023:

None

The effective date of coverage of services under said agreement to be July 1, 2025; and

BE IT FURTHER RESOLVED, that Chris Mikkelsen, Deputy Executive Director, PO Box 1030, EUREKA, CA 95501, is hereby authorized and directed to execute said Application and Agreement on behalf of and as Authorized Agent of the Public Agency and to forward same to the State for acceptance and further action; and

BE IT FURTHER RESOLVED, that authority hereafter to act as Authorized Agent, and so to conduct all negotiations, conclude all arrangements, submit all reports, and sign all agreements and instruments which may be necessary to carry out the letter and intent of the aforesaid application and agreement, in conformity with all applicable Federal and State laws, rules and regulations, is vested in the position of Deputy Executive Director.

Humboldt Bay Harbor Recreation And Conservation
District

Presiding Officer

Deputy Executive Director

Date

CERTIFICATION

I, _____, _____ (Title) of the Humboldt Bay Harbor
Recreation And Conservation District , State of California, do hereby certify the foregoing to be
a full, true, and correct copy of Resolution No. _____ adopted by the Board of
Commissioners of the Humboldt Bay Harbor Recreation And Conservation District at the
regular meeting held on the ____ day of _____, _____, as the same appears of record in my
office.

Signature

Title

Date

APPLICATION AND AGREEMENT

For the purposes of this application and agreement, any reference made herein to any State or Federal statute or statutes, or regulations, or part thereof, applies to all amendments thereto now or hereafter made.

For the purposes of this application and agreement, "Federal System" means Old-Age, Survivors, and Disability and Health Insurance system established by the Federal Social Security Act, "Federal agency" means the Commissioner of Social Security, or successor in function to such officer, "Board" means the Board of Administration of the Public Employees' Retirement System, acting on behalf of the State of California.

The Humboldt Bay Harbor Recreation And Conservation District , a public agency as defined in Section 22009 of the Government Code* hereinafter called Applicant, hereby makes application to the Board to execute a modification to the California State Social Security Agreement extending thereunder the Federal System to all services performed by individuals as employees of the Applicant in a coverage group (as defined in Section 218(d)(4) of the Social Security Act*) of the Group B of the California Public Employees Retirement System (Calpers), a deemed retirement system established by division of a retirement system pursuant to Section 218(d)(6) of the Social Security Act, composed of positions of members desiring coverage under said insurance system, except the following:

1. Those services mandatorily excluded from said agreement by Section 218 of the Social Security Act. *

2. The following services excluded by option of the Applicant pursuant to Resolution No. 2023-21, adopted on November 9, 2023:

None

*See Attachment

In order to carry into effect the common governmental duties under such statutes and in consideration of the mutual promises hereinafter made, the Applicant and the Board agree as follows:

1. The Board will execute a modification to the California State Social Security Agreement to extend thereunder the Federal System to the services of employees of Applicant as hereinbefore applied for.
2. Applicant will comply promptly and completely, throughout the term of this application and agreement, with the letter and intent of all statutes of the State of California, and Section 218 of the Federal Social Security Act, and applicable Federal and State regulations adopted pursuant thereto.
3. Applicant shall pay to the Federal Government amounts equivalent to the sum of taxes (employer-employee contributions) imposed under the Federal Insurance Contributions Act if the services of employees covered by the application and agreement constituted employment as defined in such Act. Applicant shall keep or cause to be kept accurate records of all remuneration for such services, said records to be maintained as required by Federal or State regulations, and said records shall be available for inspection or audit by the Board or its designated representative.
4. Applicant will prepare and submit such wage reports as may be required.

5. Applicant shall pay and reimburse the State at such times as may be determined by the State:
 - (a) Any sums of money that the State may be obligated to pay or forfeit to the Federal Government by reason of any failure of the Applicant, for any cause or reason, to pay the contributions, penalties, or interest required by the agreement between the Federal agency and the State at such time or in such amounts as required by the said agreement and any State or Federal regulations adopted pursuant thereto.
 - (b) In such amounts as may be determined by the State, its proportionate share of any and all costs incurred by the State in the administration of the Federal System as it affects the Applicant and its employees.
 - (c) In such amounts as may be determined by the State, the cost of any and all work and services relating to any division for the purposes of coverage under the Federal System held with respect to the coverage group for which coverage under the Federal System is requested herein.
 - (d) In such amounts as may be determined by the State, the costs of any audits of the books and records of the Applicant made by the State or its designated representatives pursuant to Section 22559 of the Government Code.
6. The coverage herein provided for shall be effective July 1, 2025.
7. That, subject to the aforesaid provisions and applicable law, this application and agreement may be amended by the mutual consent of the parties in writing.

8. After the filing of this application and agreement, its acceptance and execution by the State shall constitute it a binding agreement between the Applicant and the State of California with respect to the matters herein set forth.

Humboldt Bay Harbor Recreation And Conservation District

Signed by:

Authorized Agent

And by:

Witness

Title

Date

ACCEPTED: _____
STATE OF CALIFORNIA

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
Liza Lopez
State Social Security Administrator
State Social Security Administrator Program

ATTACHMENT

Section 22009, Government Code:

"Public Agency" means the State, any city, county, city and county, district, municipal or public corporation or any instrumentality thereof, or boards and committees established under Chapter 10 of Division 6 of the Agricultural Code, Chapter 754 of Statutes of 1933, as amended, or Chapter 307 of the Statutes of 1935, as amended, the employees of which constitute one or more coverage groups or retirement system coverage groups.

Section 218(d)(4):

For the purposes of subsection (c) of this section, the following employees shall be deemed to be a separate coverage group:

- (A) all employees in positions which were covered by the same retirement system on the date the agreement was made applicable to such system (other than employees to whose services the agreement already applied on such date);
- (B) all employees in positions which became covered by such system at any time after such date; and
- (C) all employees in positions which were covered by such system at any time before such date and to whose services the insurance system established by this title has not been extended before such date because the positions were covered by such retirement system - including employees to whose services the agreement was not applicable on such date because such services were excluded pursuant to subsection (c)(3)(B).

The following services are mandatorily excluded:

- (a) service performed in a policeman's or fireman's position, covered by a retirement system at the time coverage is extended to the Public Agency;
- (b) service performed by an individual who is employed to relieve him from unemployment;
- (c) service performed in a hospital, home, or other institution by a patient or inmate thereof;
- (d) covered transportation service (as defined in Section 210(k) of the Social Security Act, as amended);
- (e) service (other than agricultural labor or service performed by a student) which is excluded from employment by any provision of Section 210(a) of the Social Security Act, other than paragraph 7 of such section, or service the remuneration for which is excluded from wages by paragraph (2) of Section 209(h);

- (f) service performed by an individual as an employee on a temporary basis in case of fire, storm, snow, earthquake, or similar emergency;
- (g) services performed by election officials or election workers for each calendar year in which the remuneration paid for such service is less than the threshold amount mandated by law.