

Jim Hurst  
Chair

Doug Albin  
Commissioner

Richard Shoemaker  
Commissioner

Dan Platt  
Commissioner

Grant Downie  
Commissioner

Anna Neumann  
Harbormaster

## **NOYO HARBOR COMMISSION REGULAR MEETING AGENDA**

**Thursday, July 13<sup>th</sup>, 2023 at 6PM**

### **Fort Bragg Town Hall**

363 N. Main Street,  
Fort Bragg, CA

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

The Noyo Harbor Commission welcomes input from the public. Please limit your comments to five minutes so that everyone may be heard. The Brown Act does not allow action to be taken on non-agenda items.

### **CORRESPONDENCE:**

None

### **CONSENT CALENDAR**

1. Approval of Minutes – Regular Meeting June 8<sup>th</sup>, 2023
2. Treasurer's report – June 2022

### **CONDUCT OF BUSINESS:**

1. Discussion and possible action on letter of Engagement from PnPCPA
2. Discussion on Letters of Intent for Saltonstall Kennedy Grant and NOAA Climate Resilience Regional Challenge
3. Discussion and possible action on SHN Task Order

4. Discussion and possible action on cooperative agreement with City of Fort Bragg

**CLOSED SESSION:**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (one potential case)

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8.)**

Property: 19200 S. Harbor Drive, 19300 S. Harbor Drive, Fort Bragg, CA 95437

Agency negotiator: Anna Neumann

Negotiating parties: William Daniels

Under negotiation: Terms

**STAFF REPORTS AND RECOMMENDATIONS:**

**District Office:**

FEMA project update

**Attorney Report:**

**Matters from the Commissioners:**

**ADJOURNMENT:** To the next regular meeting of Thursday August 10<sup>th</sup>, 2023, 6 pm



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Richard Shoemaker  
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Dan Platt  
Commissioner

Grant Downie  
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Anna Neumann  
Harbormaster

## **NOYO HARBOR COMMISSION REGULAR MEETING MINUTES**

**Thursday, June 8th, 2023, at 6PM**

**Fort Bragg Town Hall**

363 N. Main Street,  
Fort Bragg, CA

**CALL TO ORDER: Jim Hurst called the meeting to order at 6:00PM**

**ROLL CALL: All present with Grant Downie joining the meeting at 6:05 PM**

**PLEDGE OF ALLEGIANCE: Dan Platt**

**PUBLIC COMMENT ON NON-AGENDA ITEMS: None**

**CORRESPONDENCE: None**

**CONSENT CALENDAR: Approval of Minutes – Regular Meeting May 9<sup>th</sup>, 2023**

**MOTION: Dan Platt moved to approve the consent calendar. 2<sup>nd</sup> Doug Albin. Approved 5-0-0**

**CLOSED SESSION: CLOSED SESSION BEGAN AT 6:05 PM**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

**Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (one potential case)**

**REPORT OUT OF CLOSED SESSION: 7:47 PM THE COMMISSION GAVE DIRECTION TO ATTORNEY JIM JACKSON.**

## **CONDUCT OF BUSINESS:**

### **1. DISCUSSION AND POSSIBLE ACTION ON REMOVAL OF JOLENE:**

A short discussion was held about the removal of the Vessel Jolene from the parking lot at Noyo Harbor. Garry Swanson gave Noyo Harbor a quote of \$3500.00 to remove/cleanup/dispose of the Jolene. Attorney Jim Jackson suggested a cover letter be written and added to the contract requiring personnel performing demolition/cleanup work be required to wear the proper P.P.E. (Personal Protective Equipment)

**MOTION: Grant Downie moved to approve Gary Swansons quote to remove the vessel Jolene from the parking lot for \$3500.00, utilizing the proper P.P.E. 2<sup>nd</sup> Dan Platt. Approved 5-0-0**

### **2. DISCUSSION AND POSSIBLE ACTION ON FLAT RATE ELECTRICAL:**

Harbormaster Anna Neumann presented a flat rate fee chart to the commission that would offset power charges to the harbor from PGE by 50-60%. She pointed out that though some months tenants would pay more than their usage, other months they would pay less than their usage, and it would average out. There would be no charges to vessels who are out of their slips and communicate this with the Harbor Office.

**MOTION: Richard Shoemaker moved to approve the usage of the flat rate charges for full time tenants. 2<sup>nd</sup> Doug Albin. Approved 5-0-0**

### **3. DISCUSSION AND POSSIBLE ACTION ON FOUND VESSEL POLICY:**

Anna Neumann led a discussion about the problems presented by vessels that over-stay or park in slips without permission as well as vessels found in the harbor without record. It was decided that a \$50/night fee would be added to the normal slip rental nightly fee.

**MOTION: Grant Downie moved to accept the Found Vessel Policy, with grammatical changes made, and a nightly penalty fee of \$50/night be added to the regular nightly slip fee. 2<sup>nd</sup> Doug Albin. Approved 5-0-0**

### **4. DISCUSSION AND POSSIBLE ACTION ON CONTRACT BETWEEN THE CITY OF FORT BRAGG AND THE NOYO HARBOR DISTRICT:**

A discussion was held about the Harbormaster Anna Neumann working with the City of Fort Bragg on the LCP. Attorney Jim Jackson pointed out some places in the proposed Cooperative Agreement that would need revision or clarification. Jim Jackson

recommended that the indemnity clause in section 1(e) be stricken from the agreement. He further advised that the duties of the Harbormaster in section 1(a) be made more specific because as it is written it sounds like the Harbormaster is taking on all the tasks.

Sarah McCormick from the City of Fort Bragg was present for the discussion. Sarah recommended that Attorney Jim Jackson meet with the Cities Attorney Keith Collins to discuss the changes he felt needed to be made to the Cooperative Agreement. She also explained that tasks had not yet been assigned. The hours worked would be kept by each party and turned in for reimbursement at \$70/HR. She estimated the number of hours to be approximately 5 Hr./week and limited to \$50,000.00. She also explained that the time would not be paid if the task isn't completed.

The discussion will continue in the July Regular Meeting after Jim Jackson meets with Keith Collins, the City of Fort Bragg legal council.

**5. DISCUSSION ON THE NOYO HARBOR REVITALIZATION PROJECT:**

The Harbor District has been awarded a \$3.2 Million Dollar grant from the Employment Development Department. There is no match and funded at 100%. An advanced payment of \$800,968.00 will come to the Harbor District for the purchase of the ice plant from North Star. The project will be completed in 2025.

The First Goal of the Revitalization Project is to build an ice plant. A discussion was held about the new energy-efficient, environmentally sustainable ice plant that will be purchased and installed. The ice plant will be housed in three 40' containers, powered by solar energy and produce 30 tons of ice/day.

The second goal of the Revitalization Project is to train fisherman how to develop a business selling fish from their boats. West Business will be the lead on that project beginning in September.

The third goal is the Community Fish Market Incubator that will provide additional sales outlets. The Fish Market gives the community and fishermen direct access to one another.

A discussion was held about the ice plants' power needs, and Anna will investigate that further.

The new plant is expected to be able to operate at lower cost than the current plant and will benefit the fishermen.

**6. DISCUSSION AND POSSIBLE ACTION ON SOLAR FOR NOYO HARBOR DISTRICT:**

A short discussion was held about whether Anna should spend time pursuing solar energy for Noyo Harbor. NEM 2 would require the project to be online by 2026. The benefit to NEM 2 is the possibility of PGE buying back solar energy. After discussing the costs, the deadline, location of panels which would take up 50-60% of the parking lot,

Annas' availability, and the prospect of not seeing any advantage for 16 or more years, the commission decided that pursuing solar at this time is not beneficial.

**SHORT RECESS: THE COMMISSION TOOK A SHORT RECESS FROM 7:55 PM-8:02 PM**

**7. DISCUSSION AND POSSIBLE ACTION ON 2023-2024 BUDGET:**

A short discussion was held about the proposed 2023-24 budget. It was noted that Marina Dredging is not on the budget because it is not a budgeted expense/maintenance and therefore can receive FEMA funding.

A question was posed about the 2020-2021 budget as the expenditures do not appear to be recorded. Anna explained the actual revenues were not recorded in the SAGE program. Jim Hurst would like to personally investigate the past audit reports and suggested the 2022-2023 budget be used as reference for the 2023-2024 proposed budget. It was also noted that the credit card usage fee should be recorded in the budget. Anna Neumann explained that it was automatically deducted in DOCKWA. She will be figuring that amount out and making sure the budget reflects that.

The IRS fees are not currently present in the budget but will be added. Reserves may need to be added to cover the IRS fees in order to balance the budget.

**MOTION: Richard Shoemaker moved for the approval of the interim budget with modifications made of \$4,000.00 for the conference fund, with the final budget being approved in August. 2<sup>nd</sup> Dan Platt. Approve 5-0-0**

**STAFF REPORTS AND RECOMMENDATIONS:**

**DISTRICT OFFICE:**

Anna Neumann reported that FEMA did a site inspection of the harbor damage and determined that all the damages were indeed storm related.

H-Dock piling which broke has been billed to our insurance.

CALOES will be taking 6.5% from the harbor district on the 5 million dollar project. They will pay for the estimated change in sediment which they determined to be 1 year of sediment accumulated in a 30-day period.

**Attorney Report:**

**Matters from the Commissioners:**

Dan Platt would like to pursue paint testing on the vessels for destruction before bidding.

Grant Downie attended the sea otter summit. There was strong support at the summit for the reintroduction of sea otters to the coast. There will be an open house June 26 in Fort Bragg at the Noyo Center so the public can share their opinion on the subject.

The Savings Bank has offered to do a presentation for the Harbor on what they can offer. An AD HOC committee of Doug Albin, Jim Hurst and Anna Neumann will listen to their presentation.

**ADJOURNEMENT:**

**MOTION:** Doug Albin moved to adjourn to the next regular meeting of Thursday July 13<sup>th</sup> 2023, 6 pm. 2<sup>nd</sup> Dan Plat. Approved 5-0-0



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NOYO HARBOR DISTRICT  
STATEMENT OF ACCOUNTS  
June

Chase Checking	\$240,583.62
Chase Money Market	\$194,045.30
LAIF	\$1,690,758.63
SLC Funds Allocated	\$448,808.00
SLC Funds Spent	\$57,927.76
SLC Remaining	\$390,880.24
<b>Total of all accounts</b>	<b>\$2,125,387.55</b>
<b>Total of NHD Assests</b>	<b>\$2,067,459.79</b>

# Noyo Harbor District Profit & Loss

June 2023

Jun 23

Ordinary Income/Expense	
Income	
Encroachment Leases	328.08
Ground Rent	2,508.64
Park & Launch	2,157.00
Slip Rental Contract	40,137.00
Slip Rental Transient	4,941.88
Total Income	<u>50,072.60</u>
Gross Profit	50,072.60
Expense	
Advertising Expense	358.65
Bank Charges	842.51
Communications Expense	537.44
Deferred Maintenance	22.83
Emp. Health & Dental Insurance	1,963.64
Fuel Expense	310.91
Legal and Professional Fees	9,900.00
Office Expense	934.57
Operating Supplies	374.80
Payroll Tax Expense	3,704.09
Power	4,758.31
Refund	440.00
Repairs & Maintenance	3,899.31
Salary Expense	4,698.45
Sep. Ira	658.73
Taxes & Assessments	2,463.96
Utilities Expense	5,383.84
Wages Expense (Hourly)	7,725.97
Total Expense	<u>48,978.01</u>
Net Ordinary Income	1,094.59
Other Income/Expense	
Other Expense	
2020-21 SAVE Grant	2,463.21
FEMA 4683	7,712.50
SLC Fish Cleaning Station	225.00
Total Other Expense	<u>10,400.71</u>
Net Other Income	<u>-10,400.71</u>
Net Income	<u><u>-9,306.12</u></u>

## Noyo Harbor District Profit & Loss Budget vs. Actual June 2023

	Jun 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Electricity	0.00	1,250.00	-1,250.00	0.0%
Encroachment Leases	328.08	0.00	328.08	100.0%
Fish Markets	0.00	250.00	-250.00	0.0%
Ground Rent	2,508.64	3,333.31	-824.67	75.26%
Hoist Fees	0.00	83.33	-83.33	0.0%
Interest Income	0.00	402.50	-402.50	0.0%
Late Fees	0.00	333.33	-333.33	0.0%
Park & Launch	2,157.00	2,916.66	-759.66	73.95%
Property Tax RevCurrent	0.00	0.00	0.00	0.0%
Slip Rental Contract	40,137.00	54,166.66	-14,029.66	74.1%
Slip Rental Transient	4,941.88	5,000.00	-58.12	98.84%
<b>Total Income</b>	<b>50,072.60</b>	<b>67,735.79</b>	<b>-17,663.19</b>	<b>73.92%</b>
	50,072.60	67,735.79	-17,663.19	73.92%
<b>Expense</b>				
Advertising Expense	358.65	250.00	108.65	143.46%
Bank Charges	842.51			
Communications Expense	537.44	250.00	287.44	214.98%
Conferences & Meetings	0.00	416.66	-416.66	0.0%
CSP General	0.00	0.00	0.00	0.0%
DBW SAVE 20/21 Grant	0.00	0.00	0.00	0.0%
Deferred Maintenance	22.83	2,500.00	-2,477.17	0.91%
Dues and Subscriptions Exp	0.00	1,000.00	-1,000.00	0.0%
Emp. Health & Dental Insurance	1,963.64	2,083.33	-119.69	94.26%
Equipment Expense	0.00	83.33	-83.33	0.0%
Equipment Purchase	0.00	333.33	-333.33	0.0%
Fuel Expense	310.91	133.33	177.58	233.19%
Insurance Property & Liability	0.00	0.00	0.00	0.0%
Legal and Professional Fees	9,900.00	2,916.66	6,983.34	339.43%
Office Expense	934.57	625.00	309.57	149.53%
Operating Supplies	374.80	750.00	-375.20	49.97%
Outside Services	0.00	83.33	-83.33	0.0%
Payroll Tax Expense	3,704.09	2,583.33	1,120.76	143.38%
Power	4,758.31	4,583.37	174.94	103.82%
Professional Expense	0.00	1,666.66	-1,666.66	0.0%
Refund	440.00			
Repairs & Maintenance	3,899.31	3,750.00	149.31	103.98%
Salary Expense	4,698.45	5,650.00	-951.55	83.16%
Sep. Ira	658.73	1,250.00	-591.27	52.7%
Taxes & Assessments	2,463.96	250.00	2,213.96	985.58%
Tsunami Haz Mid Grand	0.00	0.00	0.00	0.0%
Utilities Expense	5,383.84	4,090.90	1,292.94	131.61%
Wages Expense (Hourly)	7,725.97	11,474.66	-3,748.69	67.33%

## Noyo Harbor District Profit & Loss Budget vs. Actual June 2023

	Jun 23	Budget	\$ Over Budget	% of Budget
Workers' Comp.	0.00	1,000.00	-1,000.00	0.0%
<b>Total Expense</b>	<b>48,978.01</b>	<b>47,723.89</b>	<b>1,254.12</b>	<b>102.63%</b>
<b>Net Ordinary Income</b>	<b>1,094.59</b>	<b>20,011.90</b>	<b>-18,917.31</b>	<b>5.47%</b>
<b>Other Income/Expense</b>				
2020-21 SAVE Grant	2,463.21			
FEMA 4683	7,712.50			
SLC Fish Cleaning Station	225.00			
	<u>10,400.71</u>			
<b>Net Other Income</b>	<b>-10,400.71</b>			
	<b><u>-9,306.12</u></b>	<b><u>20,011.90</u></b>	<b><u>-29,318.02</u></b>	<b><u>-46.5%</u></b>

# Noyo Harbor District

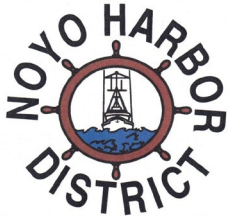
## Paycheck history report

Paychecks from Jun 01, 2023 to Jun 30, 2023 for all employees from all locations

Pay date	Name	Total pay	Net pay
06/16/2023	Koski, Bruce	\$ 734.40	\$ 649.11
06/16/2023	Koski, Jay	\$ 2,300.32	\$ 1,764.93
06/16/2023	McLaughlin, Kimberly A	\$ 1,321.92	\$ 1,106.63
06/16/2023	Neumann, Anna T	\$ 2,825.00	\$ 2,349.23
06/16/2023	*Torres, Robert J	\$ 528.00	\$ 482.85
06/01/2023	Koski, Bruce	\$ 954.72	\$ 823.73
06/01/2023	Koski, Jay	\$ 2,614.00	\$ 1,957.40
06/01/2023	McLaughlin, Kimberly A	\$ 1,334.88	\$ 1,116.37
06/01/2023	Neumann, Anna T	\$ 2,825.00	\$ 2,349.22
06/01/2023	Scotfield, Robert	\$ 956.28	\$ 824.95



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# NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

**AGENDA ITEM #: 1**  
**MEETING DATE: 7/13/2023**

## **TITLE**

Engagement Letter For PnPCPA auditor

## **RECOMMENDED ACTION**

Approval or Recommendation

## **ANALYSIS**

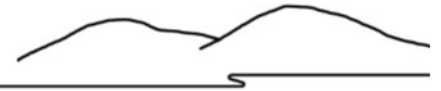
PnPCPA has been the auditor for the Harbor District and signing this agreement would allow PnPCPA to conduct the 2022-2023 audits. They will audit the Statement of Net Position, Statement of Activities, Statement of Revenues, Expenditures and Change in Fund Balance, Balance Sheet and Statement of Cash for the Noyo Harbor District.

## **FISCAL IMPACT**

Not to exceed \$8050.00, funds are in the budget to cover costs.

## **ATTACHMENTS**

Engagement Letter



June 19, 2023

Noyo Harbor District  
19101 S Harbor Dr  
Fort Bragg, CA 95437

Dear Board:

We are pleased to confirm our understanding of the services we are providing for Noyo Harbor District for the year-ended June 30 , 2023. We will audit the Statement of Net Position, Statement of Activities and where applicable the Statement of Revenues, Expenditures, and Change in Fund Balance, Balance Sheet and Statement of Cash Flows of Noyo Harbor District as of and for the year ended Noyo Harbor District.

Accounting standards generally accepted in the United States of America call for certain required supplementary information (RSI) to accompany the basic financial statements. The Governmental Accounting Standards Board also considers this information a necessary part of financial reporting as it provides perspective to the basic financial statements. Therefore, as part of this engagement, we will apply limited procedures to Noyo Harbor District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will primarily consist of inquiries of management regarding their methods of measurement and presentation. However, we will not express an opinion or provide any assurance on this RSI as our limited procedures do not provide us with sufficient evidence to do so under our professional standards. Consequently, the financial statements we present to you will include the following required RSI that will not be audited and, as such, our report will disclaim an opinion on this RSI:

- Management's Discussion and Analysis

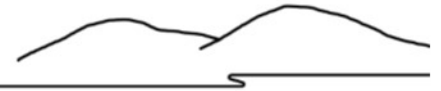
We also understand that supplementary information other than RSI will accompany Noyo Harbor District's basic financial statements. In accordance with auditing standards generally accepted in the United States of America, we will apply auditing procedures and other additional procedures deemed necessary to the following supplementary information accompanying the basic financial statements in order to provide an opinion on this information in relation to the financial statements as a whole.

### **Objective**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional supplementary information referred to above when considered in relation to the financial statements taken as a whole.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards (GAAS). Our professional standards as defined by GAAS require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement and are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. As such, our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of Noyo Harbor District and other procedures we consider necessary. The procedures we determine necessary will depend on our "auditor's" judgment and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or form an opinion, we may disclaim an opinion or not issue a report.





**Audit Procedures**

Our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of Noyo Harbor District and other procedures we consider necessary. The procedures we determine necessary will depend on our “auditor’s” judgment and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether from errors, fraudulent financial reporting, misappropriations of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If we deem it appropriate, our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and will include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters. These representations will include acknowledging our assistance with the preparation of your financial statements, the supplementary information, and notes accompanying these documents, and that you have reviewed and approved these documents, approved their release, and that you have accepted responsibility for them.

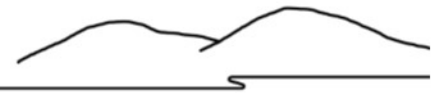
Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we will consider internal controls relevant to the preparation and fair presentation of the Noyo Harbor District’s financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your internal control. In accordance with our professional standards, we will communicate in writing to the appropriate level of management and those charged with governance matters concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of Noyo Harbor District’s compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that Noyo Harbor District complies with applicable laws, regulations, contracts, and other agreements.

Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Zach Pehling is the engagement partner for the audit services specified in this letter. His responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.



## **Responsibilities of Management and Those Charged with Governance**

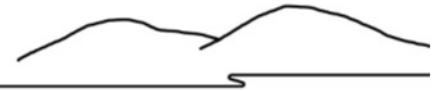
As part of our engagement, we may advise you about appropriate accounting principles and their application; however, the management of Noyo Harbor District acknowledges and understands that the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. This responsibility includes the financial statements, all accompanying information, and the representations that accompany them. As such, the management of Noyo Harbor District is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

By your signature below, you also acknowledge that the management of Noyo Harbor District is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements, and all accompanying information, that are free from material misstatement, whether due to fraud or error. This responsibility includes the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of the Noyo Harbor District and the respective changes in financial position and where applicable, cash flows, in conformity with accounting principles generally accepted in the United States of America. In addition, management is also responsible for having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization that involves management, employees who have significant roles in internal control, regulators, and others where fraud could have a material impact on the financial statements. The management of Noyo Harbor District is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting Noyo Harbor District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Noyo Harbor District complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your representation letter.

Management is also responsible for the preparation and fair presentation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree that you will confirm your understanding of your responsibilities with respect to the supplementary information in your representation letter. You further agree to include our report on the supplementary information in any document that contains and indicates that we have reported on such supplementary information.

Management's responsibilities also include designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the nonattest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them.

You further acknowledge and understand that management is responsible for providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.



**Written Report**

We expect to issue a written report upon completion of our audit of Noyo Harbor District's financial statements. Our report will be addressed to the Board of Directors of Noyo Harbor District. We cannot provide assurance that an unmodified opinion will be expressed on the financial statements. Circumstances may arise in which it is necessary for us to modify our opinion, add emphasis-of-matter or other-matter paragraphs, decline to express an opinion or withdraw from the engagement.

**Other Matters**

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, copies, and telephone calls), except that we agree that our gross fee, including expenses, will not exceed 8,050.00 for the audit for this contract. An initial deposit of 4,025.00 due at the beginning of the year and the remainder due at completion of the audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for 7 years. However, Zach Pehling CPAs does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 7-year period Zach Pehling CPAs shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to Noyo Harbor District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

\_\_\_\_\_  
Zach Pehling

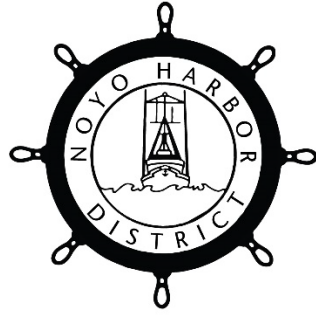
**RESPONSE:**

This letter correctly sets forth the understanding of Noyo Harbor District.

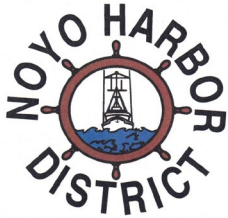
**APPROVED:**

\_\_\_\_\_  
Noyo Harbor District

\_\_\_\_\_  
Date



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## NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

**AGENDA ITEM #: 2**  
**MEETING DATE: 7/13/2023**

### TITLE

Letter of Intent

### RECOMMENDED ACTION

None-Discussion

### ANALYSIS

The District Office has been working on letter of intent for two different grants. Letters of intent alert funders of potential projects and applications, if funders are interested, they will invite us to complete a full application. Letter of intent are usually two pages and do not require an extensive amount of work on behalf of the grantee.

Saltonstall-Kennedy Grant – For this letter of intent we are asking for additional funds to expand local and regional markets for sustainable seafood on the Northern California Coast. This program would play into the Marine Based Entrepreneurial Training Program funded by the EDD. The project aims to increase demand for the area's domestic seafood products, develop marketing strategies for sustainable and local products, and improve regional public relations.

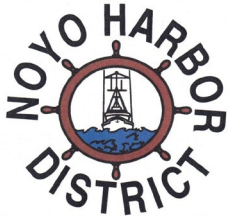
NOAA Climate Resilience Regional Challenge- A full project has yet to be developed however it is likely that the Harbor District will partner with the Mendocino College and City of Fort Bragg on this project. Ideally the District would not be the final applicant as we are nearly the offices capacity to take on more work. This NOAA project has two funding tracks, the first is Regional Collaborative Building and Strategy Development. This track funds up to \$2 million and can be used to increase the Noyo Ocean Collectives capacity to implement on the ground resilience and adaptations actions. The Collective is working together to develop a project. The second track is the Implementation of Resilience and Adaptation Actions. This funds implementation projects between \$15 million and \$75 million. Funds would all for the design and implementation of construction projects. Once again, the District is working with the Collective to develop projects. Marina Redevelopment may be a complete project for this funding source.

**FISCAL IMPACT**

None- Letter of intent are designed to keep cost down

**ATTACHMENTS**

None



# NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

**AGENDA ITEM #: 3**  
**MEETING DATE: 7/13/2023**

## TITLE

Task Order 5

## RECOMMENDED ACTION

Approval

## ANALYSIS

The following task order would allow SHN to bring on a subcontractor to conduct destructive testing on the vessels that are participating the State Lands Commission vessel destruction program.

## FISCAL IMPACT

\$19147.50 covered via the SLC grant

## ATTACHMENTS

Task Order 5

## Task Order No. 5

### SHN–Noyo Harbor District Master Services Agreement

#### 1. Master Services Agreement

This Task Order represents the mutual agreement of SHN and Noyo Harbor District for the project described below. The Task Order will be performed and controlled under the terms and conditions of the Master Services Agreement between SHN Consulting Engineers & Geologists, Inc. and Noyo Harbor District (421058) dated October 14, 2021.

#### 2. Project Description

- A. The scope of work to be provided by SHN through a sub-consultant to CLIENT includes asbestos survey, representative paint sampling for lead, and lead waste characterization sampling, for demolition of six vessels.

#### 3. Scope of Services

- A. The professional services provided by SHN will be performed by BRUNELLE & CLARK CONSULTING, LLC, sub-consultant, to perform services as outlined in **Attachment A**.

#### 4. Work Schedule

- A. SHN will perform the services described in the Scope of Services, in conformance with the following schedule:
- (i) Work will be performed on an as-needed basis and as required to meet Noyo Harbor District's timelines and any potential grant deadlines.

#### 5. Fees

SHN will be compensated for these services on a time and expenses basis. Fees are estimated as nineteen thousand one hundred and forty seven dollars and fifty cents (\$19,147.50).

Fees DO NOT include Prevailing Wage Rates.

In Witness Whereof, the parties have executed this Task Order the day and year first set forth.

**SHN Consulting Engineers & Geologists, Inc.**

**CLIENT:**

**Noyo Harbor District**

Address: 335 S. Main Street

Address:

19101 S. Harbor Drive

Willits, CA 95490

Fort Bragg, CA 95437





By: Jason Island, PE  
\_\_\_\_\_  
Title: Willits Regional Principal  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
License #: PE 64809  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



# ***BRUNELLE & CLARK CONSULTING, LLC***

June 18, 2023

To: SHN Engineers & Geologists, Inc.  
Attn: Natalie Mclaughlin  
329 Redwood Avenue  
Fort Bragg, CA 95437

**Re: Proposal: Asbestos Survey, Lead Sampling & Lead Waste Characterization, For Demolition Of Six Vessels At The Noyo Harbor, In Fort Bragg, CA.**

Dear Mrs. Mclaughlin:

I have reviewed your request for services. I can provide an asbestos survey, representative paint sampling for lead, and lead waste characterization sampling, for demolition of six vessels at the Noyo Harbor, located in Fort Bragg, CA.

The survey includes the following six (6) vessels:

- Captain Cook
- Empress
- Angeline
- Blue Northern
- Miss Smith
- Avispa

Each vessel will be sampled and reported separately. The survey will include the following tasks for each vessel:

- The asbestos survey includes all suspect materials on the interior and exterior of each vessel.
- The paint sampling for lead includes representative sampling of all building component types on the interior and exterior of each vessel.
- Lead waste characterization sampling includes one bulk sample per vessel, representing the entire demolition waste for each separate vessel.

The asbestos survey will provide for compliance with the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations concerning renovation activities (40 CFR, Part 61, Subpart M), and for compliance with Cal/OSHA regulations (8 CCR 1529) for worker protection.

Paint sampling will be conducted using a portable X-ray fluorescence (XRF) paint analyzer and will provide data for compliance with the Cal/OSHA Lead in Construction Standard Title 8, CCR Section 1532.1, and the California Code of Regulations Title 17, CCR 35000-36100.

Lead waste characterization sampling/testing for the anticipated demolition waste stream will provide for compliance with the federal (40 CFR 260-262) and state (22 CCR 66262) hazardous waste regulations.

The person completing the survey and report is certified through the Division of Occupational Safety & Health (DOSH) as an Asbestos Building Inspector and a Certified Asbestos Consultant (CAC), and is certified by the California Department of Public Health (CDPH) as a Lead Inspector/Assessor/Supervisor.

Project costs include travel, site sampling, laboratory costs, data review, and preparation of the final reports.

**I can complete the above specified project for a “Per Vessel” cost of \$2,775.00 per vessel.**

**Client: \_\_\_\_\_ approves this proposal, and agrees to pay a Lump Sum of \$16,650.00 for the above-described asbestos and lead survey.**

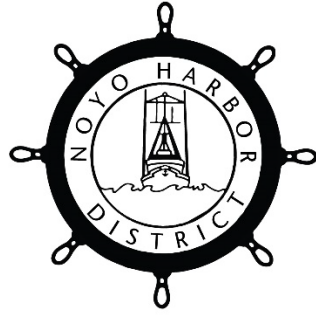
**Client Signature/Date: \_\_\_\_\_**

Please call if you have any questions.

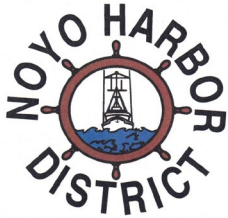


Zindar Brunelle  
Certified Asbestos Consultant, #14-5295  
Certified Lead Inspector/Assessor, #LRC-00000482  
Certified Lead Supervisor, # LRC-00000481

Ph: (707) 672-5345  
P.O. Box 1138, Arcata, CA 95518  
zbconsult@outlook.com



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# NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

**AGENDA ITEM #: 4**  
**MEETING DATE: 7/13/2023**

## **TITLE**

Cooperative Agreement Between City of Fort Bragg and Harbor District

## **RECOMMENDED ACTION**

Approval or Direction

## **ANALYSIS**

Legal Council has taken recommendations from June meeting and worked with the City Attorney to update the Cooperative agreement between the City of Bragg and the Noyo Harbor District.

## **FISCAL IMPACT**

Over the course of the agreement the District Office could earn up to \$50,000

## **ATTACHMENTS**

Cooperative Agreement

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF FORT BRAGG  
AND THE NOYO HARBOR DISTRICT**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between City of Fort Bragg (“City”), a municipal corporation, and the Noyo Harbor District, a special district organized under section 6200 et. seq. of the Harbors and Navigation Code (“District”) (collectively the “Parties”).

A. Recitals.

- 1) The City has entered into a grant agreement with the California Coastal Commission, agreement number LCP-22-07 (“Grant Agreement”) which is attached to this Agreement as Exhibit A. The purpose of the Grant Agreement is to fund the development of a communications and engagement plan and a blue economy visioning, resiliency and implementation plan as set forth in Tasks 2, 3 and 4 of the Grant Agreement (“Project”); and
- 2) The Parties desire to work collaboratively on the Project for the mutual benefit of both agencies.

B. Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Duties of the Parties:

- a. District shall assist the City in the preparation of a draft communications and engagement plan and a blue economy visioning, resiliency and implementation plan as more specifically described in Exhibit B to the Grant Agreement attached hereto as Exhibit A, including project management, outreach and coordination and development of the Noyo Harbor Blue Economy Visioning Resiliency and Implementation Plan.
- b. District shall participate in regularly scheduled meetings between City Administration and District’s Harbormaster Anna Neumann to discuss the implementation of the Project.
- c. City shall pay District an hourly rate of Seventy Dollars \$70.00 for services performed under this Agreement in amount not to exceed \$50,000. This obligation of the City is contingent on the receipt of funds under the Grant Agreement. City shall have no obligation to pay District using general funds.
- d. District shall submit to City monthly invoices detailing its services and the amount of time spent performing services under this Agreement.

2. This Agreement supersedes any and all other agreements, either oral or in writing, between parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be effective unless it is in writing signed by all parties.
3. The term of this Agreement shall commence upon the date of mutual execution and shall continue thereafter until performance by both parties has been completed in compliance with this Agreement, unless sooner terminated in accordance with this subsection. Unless otherwise agreed upon in writing, either party may immediately terminate for a material breach by the other that remains uncured following service of not less than ten (10) days prior written notice of such breach. In addition, this Agreement may be terminated by either party upon thirty (30) days prior written notice.
4. If either Party requests additional work that is beyond the scope of the original Project, and not considered by both Parties to be a necessary part of the Project, said work, if approved by both Parties, will be paid solely by the party requesting the work, unless both Parties agree by written amendment to allocate the cost in some mutually acceptable manner by written amendment to this Agreement.
5. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days.
6. In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to those costs and attorney(s) fees directly arising from any third-party legal action against a Party to this Agreement.

Notices permitted or required to be provided pursuant to this Agreement shall be sent to the following addresses:

City of Fort Bragg	Noyo Harbor District
City Manager 416 N. Franklin Street Fort Bragg, CA 95437	Harbormaster 19101 South Harbor Drive Fort Bragg, CA 95437

- i. By notice to the other party, either party may, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.
7. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement, or as a result of any duty, covenant, obligation or undertaking established herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF FORT BRAGG

\_\_\_\_\_  
Bernie Norvell, Mayor

ATTEST:

\_\_\_\_\_  
Cristal Munoz, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Keith F. Collins, City Attorney

NOYO HARBOR DISTRICT

ATTEST:

\_\_\_\_\_  
By: Jim Hurst, Chair

\_\_\_\_\_  
By: Anna Neumann, Harbormaster

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney James A. Jackson  
Noyo Harbor District Counsel



EXHIBIT A  
Grant Agreement

CALIFORNIA COASTAL COMMISSION  
**STANDARD GRANT AGREEMENT**

(Rev 05/2022)

AGREEMENT NUMBER <b>LCP-22-07</b>
FEDERAL ID NUMBER <b>94-6000335</b>

STATE CONTROLLER'S OFFICE IDENTIFIER <b>3720-LCP2207</b>
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1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Fort Bragg

2. The term of this

Agreement is: March 31, 2023 Through December 1, 2026 (End Term Date)  
 or date of execution

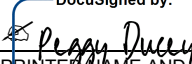
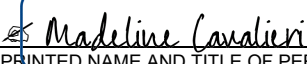
3. The maximum amount  
 of this Agreement is:

\$ 898,990.00  
 Eight Hundred Ninety-Eight Thousand Nine Hundred Ninety Dollars & No Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	9 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	2 pages
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
<input checked="" type="checkbox"/> EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
<input type="checkbox"/> EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

GRANTEE		<b>California Coastal Commission                      Use Only</b>  <input checked="" type="checkbox"/> This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>City of Fort Bragg</b>		
BY (Authorized Signature) DocuSigned by: 	DATE SIGNED (Do not type) <b>04/07/2023</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Peggy Ducey, City Manager</b>		
ADDRESS <b>416 N Franklin Street, Fort Bragg CA 95437</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Coastal Commission</b>		
BY (Authorized Signature) DocuSigned by: 	DATE SIGNED (Do not type) <b>04/07/2023</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Madeline Cavalieri, Deputy Executive Director</b>		
ADDRESS <b>455 Market Street, Suite 200, Room 228, San Francisco, CA 94105</b>		

**EXHIBIT A**

**SCOPE OF WORK**

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.
2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

<b>State Agency:</b> California Coastal Commission	<b>Grantee:</b> City of Fort Bragg
Name: Kelsey Ducklow ("Grant Manager")	Name: Sarah McCormick
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 416 N Franklin Street Fort Bragg, CA 95437
Phone: (415) 904-2335	Phone: (707) 961-2827 x113
Fax: (415) 904-5400	Fax:
Email: <a href="mailto:kelsey.ducklow@coastal.ca.gov">kelsey.ducklow@coastal.ca.gov</a>	Email: smccormick@fortbragg.com

3. Primary project contact:

<b>State Agency:</b> California Coastal Commission	<b>Grantee:</b> City of Fort Bragg
Section/Unit: Statewide Planning Unit	Section/Unit:
Name: Awbrey Yost	Name: Sarah McCormick
Address: 1385 8th St., Suite 130 Arcata, CA 95521	Address: 416 N Franklin Street Fort Bragg, CA 95437
Phone: (707) 826-8950, ext. 203	Phone: (707) 961-2827 x113
Fax: N/A	Fax:
Email: <a href="mailto:awbrey.yost@coastal.ca.gov">awbrey.yost@coastal.ca.gov</a>	Email: smccormick@fortbragg.com

## EXHIBIT A

### SCOPE OF WORK

**Name of Local Government:** City of Fort Bragg

**Name of Project:** Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan

**Funding Source:** California Coastal Commission

**Specific Program:** Local Coastal Program Local Assistance Grant Program

**Federal Tax ID#:** 94-6000335

**Budget Summary:**

CCC funding: \$898,990

Other funding:

Total project cost: \$898,990

**Term of Project:** March 2023 – December 2026

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#### **A. PROJECT DESCRIPTION**

The City of Fort Bragg will develop a communications and engagement plan (CEP), and Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) that will support a strategic climate resilience planning effort, and the findings will be integrated into an LCP update for both the City of Fort Bragg and County of Mendocino.

#### **B. TASKS**

The proposed planning work and related studies will support the Mendocino Coast's regional strategy to address climate change through supporting blue economy initiatives.

#### **Task 1: Project Initiation and Management**

##### 1.1 Project Initiation

1.1.1 Prepare RFP and secure professional services from qualified consultants to assist the City in completing the identified technical reports and studies.

##### 1.2 Grant Administration

1.2.1 The City's Grants Coordinator will process and track invoices and submit quarterly reports.

##### 1.3 Project Management

## EXHIBIT A

- 1.3.1 Project coordination and implementation will be managed by -Special Projects Manager, Sarah McCormick with the assistance of Noyo Harbormaster, Anna Neumann.

### Task 1 Deliverables/Outcomes:

- RFP(s) for technical reports and studies
- Quarterly progress reports and requests for funds (RFFs)

### Task 2: Equitable Outreach and Coordination through all Tasks

Over the past two years, the City has led a regional conversation through extensive outreach and has forged relationships with a diverse and wide range of community stakeholders, environmental advocates, policymakers, and regulators with the purpose of exploring the potential of blue economy opportunities to address climate impacts and improve local livelihoods and the quality of life for our low-moderate income community. Outreach and coordination efforts will continue with those actively engaged, while simultaneously conducting further communication and engagement to attract additional perspectives and amplify marginalized voices.

#### 2.1 Agency Coordination

The following agencies share responsibility for the Noyo Harbor: Noyo Harbor District, Mendocino County, California Coastal Commission, Dept. of Fish & Wildlife, Dept. of Boating & Waterways, and US Army Corps. of Engineers.

- 2.1.1 The proposed project will provide an opportunity for the City, County and Harbor to partner on climate resilient strategy for the Noyo Harbor. The proposed project will not only result in a LCP update for the City of Fort Bragg, but also inform Mendocino County's LCP update concerning allowable land uses and policies for the zoning designation, Fishing Village.
- 2.1.2 The City's Local Coastal Program represents a unique partnership with the State, and the City is committed to upholding the Coastal Act and incorporating CCC staff into the process leading up to LCP update and throughout the certification process.
- 2.1.3 The US Army Corps of Engineers conducts regular maintenance dredging and the dredging spoils are stored near the mouth of the river. This project will engage with the Corps to evaluate existing dredging schedule, needs, and reconsider disposal plan in response to sea level rise assessment.

#### 2.2 Noyo Ocean Collective

- 2.2.1 The City of Fort Bragg, Noyo Harbor District, Sherwood Valley Band of Pomo, Mendocino College, Mendocino County, and Noyo Center for Marine Science have

## EXHIBIT A

formed a regional partnership, coined the Noyo Ocean Collective. The intent of this group is to: coordinate communication about blue economy strategy to community; share resources and partner on grant proposals, and align individual organizations' work plans to implement blue economy initiatives.

### 2.3 Community & Stakeholder Communication and Engagement

The first step in development of the Communication and Engagement Plan (CEP) will be to conduct an audit of the previous engagement work, review outcomes, and isolate the salient themes. The CEP that will outline the overarching goals, define the stakeholders and the public, the role of the public and stakeholders in shaping and realizing the project, the overall timeline, and opportunities for engagement (i.e., workshops, email, website schedule of workshops, and the final outcome). The CEP will act as a project charter to provide the public, stakeholders, (including harbor and marina tenants, businesses, other facility users, direct stakeholders as well other relevant stakeholders) a clear guide, and understanding of roles responsibilities, actions, accountability, and outcomes of the project. It will outline how, when, and where to engage; discuss process and protocol; and ensure accountability, effective management, and clear outcomes. The CEP will craft clear and consistent messages and develop clear schedule and timeline for community engagement. The CEP will outline a variety of progressive strategies to communicate and engage with frontline communities, including posting and promoting the project and engagement opportunities on social media, by meeting people where they are at community events and community centers, by conducting pop-up and tabling events, and within interactive and tactile driven workshops. The City may also elect to convene a Task Force. The CEP will utilize the following tools:

#### 2.3.1 Personal Interviews

The City will conduct individual or small group interviews with Watermen's Alliance and various fishing associations to ensure there are common goals and common understanding about the Plan and the LCP. Subsequently, the City team will conduct personal interviews with community leaders, non-governmental organizations, community-based organizations, and other community members in order to ascertain what the priorities, community strengths, assets, needs, risks, and vulnerabilities are. The outcomes of these personal interviews will inform the next steps of the strategy, specifically, how community members want to be involved, when is the best time and place to be involved, and what community members want out of a process. At the close of the interviews and discussion with the team, the City may develop a survey that will be utilized at community events, workshops, and placed on materials via a QR code to capture the community strengths assets, needs, risks, vulnerabilities, and priorities.

#### 2.3.2 Social Media Posts

Social media outlets will be used as a tool to provide cogent messaging and visual content about a variety of project-related outreach opportunities, including information about the Plan, opportunities to participate in workshops, pop-up events,

## EXHIBIT A

opportunities to learn about the project and provide feedback at community events, and to communicate where the team is in the development of the Plan.

Social Media posts will be branded; use Americans with Disabilities Act (ADA) accessible colors, images, and branding associated with the Plan; and contain plain language and related messages that utilize a fifth-grade level of reading proficiency. Social media posts will be in English, Spanish, and other languages, as appropriate. The development and scheduling of social media posts will be developed along the timeline of the various engagement and outreach opportunities, such as community events, pop ups, and workshops. Three social media posts will be developed per activity, i.e., three social media posts associated with each community event. These will be scheduled for a week before the event, three days prior to the event, and the day of the event. Drafts and final social media posts for all events will be provided in draft form before they are finalized.

### 2.3.3 Tabling at Community Events or Pop-Up Events

Prior to workshops and to create enthusiasm and awareness of the Plan and related workshops, the City will work with the Noyo Ocean Collective to identify and attend community events that are already occurring in order to provide an overview of the Plan and process, opportunities to talk to people about the project, conduct the survey, and preview the blocks and interactive pop-up model of the Harbor.

### 2.3.4 Workshops

A total of three to five workshops will be organized over the course of the Plan development and sequenced to progressively build upon themes required for a successful Plan and outcomes. Workshops will be structured for the purposes of understanding, creating meaningful dialogue, and discussing the development of reduction and adaptation strategies and strategies for implementation. Each workshop will contain elements of presentation, breakout and processing, and reporting out. Workshop facilitation and materials will be in English and Spanish and ADA compliant.

An effective tool for community projects is using tactile tools, which engages more sensory components of a participant and can lead to more creativity and cooperation. This strategy also ignites the power of play, which allows people to let their guards down a bit and communicate about complex concepts in a more relaxed environment. At public events and workshops, the City team will utilize blocks, community mapping, and models to create organic conversation and interaction and provide an opportunity for people to envision and play with the scope and outcomes of the project. These opportunities also provide a wider lens to view the entire community, spatial inputs and outputs and connectivity.

The Plan will require technical information to be communicated in a relatable and accessible way for various communities in the City at various outreach and workshop events, as well as in materials in the Plan. Visual storytellers will work in concert with

## EXHIBIT A

technical subject matter experts to shape complex processes into visual stories tailored to the community.

### 2.3.5 Public Meetings before Decision Makers

Project findings will be presented at the following: 1) regularly scheduled meetings of the City Council, Noyo Harbor Commission, Sherwood Valley Band of Pomo Tribal Council, County Board of Supervisors; California Coastal Commission; 2) board meetings of various local organizations including Waterman's Alliance, Fort Bragg Unified School District, Mendocino College; and 3) community gatherings such as Noyo Fish Market, and Fort Bragg Farmer's Market.

### **Task 2 Deliverables/Outcomes:**

- Draft Communication and Engagement Plan (CEP)
- Final CEP

### **Task 3: Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan**

Comprehensive baseline information about the existing environmental, physical, and economic conditions of Noyo Harbor is needed in order to prepare this area for a changing climate and position the harbor for blue economy investment. This task will gather appropriate existing information about the harbor to support the development of the Blue Economy Visioning, Resiliency, and Implementation Plan.

#### 3.1 Harbor Improvements and Blue Economy Opportunities Identification

- 3.1.1 Site-specific analysis of the scenarios and impact of sea level rise, tsunami hazards, and increased erosion due to increased wave action within the harbor to mitigate expected sea level rise and inform future development considerations. This analysis will use the best available science, consider sea level rise for the time scales associated with the expected life of development considered in the Harbor Blue Economy Visioning, Resiliency, and Implementation Plan, and will use the County of Mendocino's Round 8 LCP grant sea level rise analysis as appropriate. This analysis will be used to identify opportunities and limitations for proposed development, infrastructure needs, and adaptation needs in the harbor.
- 3.1.2 Parcel inventory to identify current land use(s), economic contribution, boundaries, and historic status. Space within the harbor is limited, and a comprehensive review of existing development is needed to inform strategy for increasing overall productivity.
- 3.1.3 Harbor facilities conditions assessment to inform the planning effort, including inspections to assess and document the present condition of facilities and remaining life. The effort includes data review, interviews with Harbor District Management, City and County Officials and marina users to gather understanding of any chronic maintenance needs, operational issues or concerns, and development of a targeted



## EXHIBIT A

scope of the conditions assessments on key facilities. The assessment is expected to focus on structural integrity, mooring basin analysis including size, vessel type, term of lease, condition of docks, etc., in order to maximize use and benefit to the local economy. The assessment will also identify needed harbor improvement/projects, and provide repair and replacement costs.

- 3.1.4 Technical studies including an aquaculture feasibility study that incorporates a water quality assessment and considers future climate impacts on potential aquaculture operations; and an analysis of special district management of the harbor.
- 3.1.5 Identify opportunities and limitations of the harbor's transition to blue economy uses; adaptation and resiliency measures based on the site-specific sea level rise and hazard assessment; a suite of potential projects to pursue in and around Noyo Harbor; and potential partners and funding sources.
- 3.1.6 Conduct public outreach on the Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan consistent with the Communication and Engagement Plan.

### **Task 3 Deliverables/Outcomes:**

- Draft Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan
- Final Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan

### **Task 4. Local Coastal Program Amendment**

LCP Grant Program funding will not only result in an update to the City's LCP, but will also inform Mendocino County's LCP update related to land classifications within the Fishing Village zoning designation. Likewise, the County's LCP Grant Program application identifies a sea level rise vulnerability assessment that encompasses the entirety of the County's coastline, including the coastline of Fort Bragg. The City will consider and incorporate into LCP planning and policies as relevant and appropriate the findings from Mendocino's Round 8 LCP Grant work related to sea level rise and Noyo Harbor.

#### 4.1 Coordination with Mendocino County

- 4.1.1 Incorporate joint City/County outreach efforts into the CEP, including public workshops and meetings with relevant stakeholders and decision makers.
- 4.1.2 Incorporate Mendocino County LCP planning findings (as relevant and appropriate) related to sea level rise and Noyo Harbor.
- 4.1.3 Present final Noyo Harbor report and City LCP amendment to Mendocino County Board of Supervisors at a public meeting.

#### 4.2 Coordination with California Coastal Commission Staff

- 4.2.1 Incorporate sea level rise policies (at a minimum including baseline SLR policies of the type described by the Local Government SLR Working Group).
- 4.2.2 Prepare draft LCP Amendment to incorporate findings of Noyo Harbor Visioning, Resiliency and Implementation Plan.

**EXHIBIT A**

- 4.2.3 Public outreach and comment on draft LCPA
- 4.2.4 Revise LCP Amendment to incorporate comments from Commission staff and the public
- 4.2.5 Local adoption of LCP Amendment
- 4.2.6 Submit LCP Amendment to Coastal Commission
- 4.3 Public Outreach and Engagement
  - 4.3.1 CEP will function as project charter to ensure Noyo Harbor report reflects community objectives as it is the community that will be implementing recommendations and future projects.

**Task 4 Deliverables/Outcomes:**

- Draft LCP Amendment
- Locally adopted LCP Amendment
- Submittal of LCP Amendment to Coastal Commission

**C. SCHEDULE**

Project start/end dates:

<b>Task 1. Project Initiation and Management</b>	<b>Projected start/end dates:</b>
1.1 Project Initiation	March 2023
1.2 Grant Administration	March 2023 – October 2026
1.3 Project Management	March 2023 – October 2026
Outcome/Deliverables: <ul style="list-style-type: none"> <li>a. Quarterly progress reports and RFFs</li> <li>b. Close-out</li> </ul>	<ul style="list-style-type: none"> <li>a. Quarterly for duration of grant term</li> <li>b. October 2026</li> </ul>
<b>Task 2. Equitable Outreach and Coordination</b>	<b>Projected start/end dates:</b>
2.1 Agency Coordination	April 2023 – October 2026
2.2 Noyo Ocean Collective	March 2023 – October 2026
2.3 Community Engagement	March 2023 – October 2026
Outcome/Deliverables <ul style="list-style-type: none"> <li>a. Draft Communication and Engagement Plan (CEP)</li> <li>b. Final CEP</li> <li>c. Implementation of CEP</li> </ul>	<ul style="list-style-type: none"> <li>a. August 1, 2023</li> <li>b. September 29, 2023</li> <li>c. September 2023 – January 2026</li> </ul>
<b>Task 3. Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan</b>	<b>Projected start/end dates:</b>
3.1 Site-specific sea level rise analysis	September 2023 – March 2024

**EXHIBIT A**

3.2 Parcel inventory and site conditions assessment	September 2023 – March 2025
3.2 Identification of blue economy opportunities and investment	September 2023 – March 2025
Outcome/Deliverables a. Draft Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan (Noyo Harbor Plan) b. Final Noyo Harbor Plan	a. June 2, 2025 b. September 30, 2025
<b>Task 4. LCP Amendment</b>	<b>Projected start/end dates:</b>
4.1 Coordination with Mendocino County	June 2025 – September 2025
4.2 Coordination with CCC staff	June 2025 – October 2026
Outcome/Deliverables a. Draft LCP Amendment b. Locally adopted LCP Amendment c. Submittal of LCP Amendment to Commission	a. June 1, 2026 b. September 30, 2026 c. October 15, 2026

**D. BENCHMARK SCHEDULE**

ACTIVITY	COMPLETION DATE
LCP Amendment Project Launch	June 2025
Final Communication and Engagement Plan	September 29, 2023
Final Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan	September 30, 2025
Draft LCP Amendment	June 1, 2026
Locally adopted LCP Amendment	September 30, 2026
Submittal of LCP Amendment to Commission	October 15, 2026

## **EXHIBIT A1**

### **DEFINITIONS**

1. The term “Agreement”; this Grant Agreement.
2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.
4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
5. The term “Executive Director”; the Executive Director of the Commission.
6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL<sup>®</sup> Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.
8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.
9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.
10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.
11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.
12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.
13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

**EXHIBIT B**  
**BUDGET**

<i>City of Fort Bragg</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
<b>LABOR COSTS<sup>1</sup></b>			
<b>City Staff Labor</b>			
<b>Task 1 – Invoicing and Reporting and Project Management</b>	<b>\$45,990.00</b>		<b>\$45,990.00</b>
<b>Task 2 – Outreach Efforts and CEP Development</b>	<b>\$95,000.00</b>		<b>\$95,000.00</b>
<b>Task 3 – Draft/Final Report</b>	<b>\$118,000.00</b>		<b>\$118,000.00</b>
<b>Task 4 – LCP Amendment</b>	<b>\$45,000.00</b>		<b>\$45,000.00</b>
<b>Total Labor Costs</b>	<b>\$303,990.00</b>		<b>\$303,990.00</b>
<b>DIRECT COSTS</b>			
<b>Consultants<sup>2</sup>/Partners</b>			
<b>Noyo Harbor Master Anna Neuman</b>			
<b>Task 1 – Project Management</b>	<b>\$10,000.00</b>		<b>\$10,000.00</b>
<b>Task 2 – Outreach and coordination</b>	<b>\$20,000</b>		<b>\$20,000</b>
<b>Task 3 – Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan</b>	<b>\$20,000</b>		<b>\$20,000</b>
<b>Unidentified Consultants</b> (to be selected through competitive RFP process; specific budget items will be updated once consultants are chosen)			
<b>Task 2 – CEP Support</b>	<b>\$25,000.00</b>		<b>\$25,000.00</b>
<b>Task 3 – Site specific sea level rise vulnerability, tsunami hazards, and erosion assessment</b>	<b>\$190,000.00</b>		<b>\$190,000.00</b>
<b>Task 3 – Parcel Survey</b>	<b>\$30,000.00</b>		<b>\$30,000.00</b>
<b>Task 3 – Facilities Assessment</b>	<b>\$90,000.00</b>		<b>\$90,000.00</b>
<b>Task 3 – Water Quality / Aquaculture Assessment</b>	<b>\$150,000.00</b>		<b>\$150,000.00</b>

<sup>1</sup> Amount requested should include total for salary and benefits.

<sup>2</sup> All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

**EXHIBIT B**

<i>City of Fort Bragg</i>	<i>CCC Grant Total</i>	<i>Match/Other Funds</i>	<i>Total (LCP Grant Funds + Match/Other Funds)</i>
<b>Task 3 – Special District Analysis</b>	<b>\$20,000.00</b>		<b>\$20,000.00</b>
<b>Task 4 – LCP Update</b>	<b>\$40,000.00</b>		<b>\$40,000.00</b>
<b>Consultants Total</b>	<b>\$595,000.00</b>		<b>\$595,000.00</b>
<b>Total Direct Costs</b>	<b>\$898,990.00</b>		<b>\$898,990.00</b>
<b>OVERHEAD/INDIRECT COSTS<sup>3</sup></b>			
<b>City Staff Overhead/Indirect Costs</b>	-		-
<b>TOTAL PROJECT COST</b>	<b>\$898,990</b>		<b>\$898,990</b>

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<sup>3</sup> Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”

**EXHIBIT B1**

**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**(Local Coastal Programs)**

1. **Request for Funds**

- A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the “RFF Form”), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:
- California Coastal Commission  
Attn: Awbrey Yost  
Statewide Planning Division  
1385 8th St., Suite 130  
Arcata, CA 95521
- C. Each RFF form shall contain the following information:
1. Grantee’s name and address as shown in this Agreement.
  2. Invoice number and date of the RFF
  3. Time period covered by the RFF form during which work was actually done.
  4. Agreement number as shown on this Agreement.
  5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
  6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
  7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
  8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

## EXHIBIT B1

- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.
- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

## 2. **Budget Contingency Clause**

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and



**EXHIBIT B1**

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

## EXHIBIT C

### **GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENTS**: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.
4. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, 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.
5. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
6. **NO CREATION OF AGENT RELATIONSHIP**: 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 the State.

**EXHIBIT C**

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

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

8. **CERTIFICATION CLAUSES**: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.
9. **TIMELINESS**: Time is of the essence in this Agreement.
10. **COMPENSATION**: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. **ANTITRUST CLAIMS**: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C**

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

**EXHIBIT C**

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
14. 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.
15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

## EXHIBIT D

### Special Terms and Conditions

1. PROJECT EXECUTION:

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$898,990 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see "Amendments" under EXHIBIT C).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.
- F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.
- G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

## EXHIBIT D

### 2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of \$10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

### 3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

## EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

### 4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding \$10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

### 5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

### 6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.



## EXHIBIT D

### 7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

### 8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING" clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

### 9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

### 10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

## EXHIBIT D1

### Local Coastal Program (LCP) Terms and Conditions

#### Definitions

1. The term “Benchmark”; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.
2. The term “Disadvantaged Community” refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in [CalEnviroScreen 4.0](#), a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.
3. The term “General Fund” or the acronym “GF” all refer to the General Fund.
4. The term “LCP” refers to Local Coastal Program.
5. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*
6. The term “Low-Income Community” refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development’s [adopted list of state income limits](#).
7. The term “Materials”; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this Grant Agreement.
8. The term “Other Sources of Funds”; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
9. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

**EXHIBIT D1**

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.
11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.
15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.
16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.
17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.
18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.
19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

## EXHIBIT D1

### LCP Terms and Conditions

#### 1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

#### 2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

#### 3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

## EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

#### 4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

## EXHIBIT D1

of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy ([adopted August 2018](#)).

### 5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

### 6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

### 7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

**EXHIBIT D1**

1. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- |   |  |
|---|--|
| 1. General Liability:<br>(Including operations, products and completed operations, as applicable) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | \$1,000,000 per accident for bodily injury and property damage.  |

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee’s insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

## EXHIBIT D1

- E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.
- F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
- G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

### 8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's [Sea Level Rise Policy Guidance](#), [Critical Infrastructure Guidance](#), Local Government Working Group [Baseline SLR LCP policies](#), and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

### 9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment, (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including [Rising Seas in California](#) (Griggs et al. 2017), the most recently adopted update to the [State Sea-Level Rise Guidance](#), and the most recent version of the [Safeguarding California Plan](#). Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's



## EXHIBIT D1

Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

### 10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

### 11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

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The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

## EXHIBIT E

### **CERTIFICATION (GCC-1/2019)**

The Grantee's signor CERTIFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

### **GRANTEE CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
  
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 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:
    - 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 workplace policy statement; and,
    - 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 payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

**EXHIBIT E**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

## EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of \$100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For Grantee Agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

## EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated

**EXHIBIT E**

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

**EXHIBIT F**

**INFORMAL AMENDMENT**

**Amendment to \_\_\_\_\_**

1. This amendment (the "Amendment") is made by \_\_\_\_\_ and \_\_\_\_\_, parties to the agreement \_\_\_\_\_ dated (the "Agreement").

2. As of (date), the Agreement is amended as follows:

\_\_\_\_\_

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Representative of Coastal Commission:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_





Jim Hurst  
Chair

Doug Albin  
Vice Chair

Richard Shoemaker  
Commissioner

Dan Platt  
Commissioner

Grant Downie  
Commissioner

Anna Neumann  
Harbormaster

### Staff Reports

FEMA Updates – Office staff and SHN has been working with FEMA and CAL OES staff to move projects forward toward funding. FEMA has had questions on the sediment containment cell, the amount of sediment that entered in the marina during the storm, the fiscal responsibility of the District verse the fiscal responsibility of the Army Corps, and questions about dock maintenance. We have been working through all the questions and provide information so that we move forward.