

Jim Hurst Doug Albin Richard Shoemaker Dan Platt Grant Downie Anna Neumann
Chair Vice Chair Commissioner Commissioner Commissioner Harbormaster

Noyo Harbor Commission Meeting Agenda

Thursday November 21th, 2024 6pm

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.

Consent Calendar

1. Minutes October 2024
2. Financial Report October 2024
3. Amended Financial Report September 2024

Conduct of Business

1. Discussion and possible action on State Coastal Conservancy Grant including Resolution 2024-5
2. Discussion and possible action on amended budget for FY 2024-2025
3. Discussion and possible action on Vice Chair position

Staff Reports and Recommendations

Fish Cleaning Station

Theresa Marie & Vessel Demo Grants

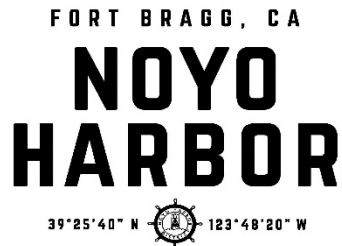
Matters from the Commissioners

CONDUCT OF BUSINESS (Closed Session)

1. Employee Review of Harbormaster

Government Code Section 54957

Adjournment to the next regular meeting



Jim Hurst Doug Albin Richard Shoemaker Dan Platt Grant Downie Anna Neumann
Chair Vice Chair Commissioner Commissioner Commissioner Harbormaster

Noyo Harbor Commission Meeting Agenda

Thursday October 10th, 2024 6pm

Town Hall,

363 N. Main Street, Fort Bragg, CA

Call to Order at 6:00pm by Chair Hurst

Roll Call

Present: Commissioner Platt, Commissioner Shoemaker, Vice Chair Albin, Chair Hurst.

Staff Present: Nick Savedra, Anna Neumann, Jim Jackson

Absent: Commissioner Downie

Pledge of Allegiance lead by Vice Chair Albin

Public Comment on Non-Agenda Items

Dominic Weave introduced himself to the commission and informed the commission that he would be applying for the open seat.

Consent Calendar

1. Minutes September 2024
2. Financial Report September 2024

Commissioner Shoemaker requested to remove the financial report.

A short discussion of how to correctly show the Insurance on the monthly profit and loss statement was had by the commissioners and staff.

Motion to approve minutes 1st Commissioner Shoemaker, 2nd Commissioner Platt.

Conduct of Business

1. Discussion and possible action payment of IRS fee
Harbormaster detail efforts to reduce penalties for IRS fees and her inability to make positive forward progress given the Internal Revenue Service's penalty waiver policies. Harbormaster suggested that the Commission use reserve funds to pay penalties as penalties would continue to increase over time.

Motion: Use reserve funds to pay Internal Revenue Service Penalties. 1st Commissioner Shoemaker, 2nd Commissioner Platt. Approved 4-0-1

2. Discussion and possible action on Resolution 2024-5

A discussion was held on the State Coastal Conservancy grant, the Harbormaster suggested that the commission not approve the resolution until they had a chance to review the grant agreement provided by the Conservancy. Commissioner Shoemaker suggested that the Community Sustainability Plan Ad Hoc get together to review the budget and work plan for the project prior to submitting the work to the Coastal Conservancy. There was general agreement on this plan and no motion was made. The Harbormaster shall bring this item back to the November agenda.

3. Discussion and possible action on fund raising campaigns

The Harbormaster relayed the public's desire to understand what donated funds would be used for and suggested the commission pick a topic. A general conversation was held and the commissioners decided that funds should be used to make purchases of equipment that is not in the general budget or complete projects outside of the annual budget.

Staff Reports and Recommendations

The Harbormaster requested to bring the budget back to the November meeting given the unexpected increase in insurance. The commission agreed.

Matters from the Commissioners

Chair Hurst led a short discussion on the appointment of new commissioners.

Commissioner Platt asked the Harbormaster about the Fish Cleaning Station and about potential vessel demo grants.

Break from 7:11 to 7:25pm

CONDUCT OF BUSINESS (Closed Session) began at 7:25

1. Employee Review of Harbormaster

Government Code Section 54957

Report out at 7:50. Completed employee review, Harbormaster is in good standing. Contract negotiations should be brought back in November.

Motion: Adjournment to the next regular meeting November 21st 2024 at 6pm. 1st Commissioner Platt, 2nd Commissioner Albin. Approved 4-0-1.

NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
October 2024

Chase Checking	\$127,741.22
Chase Money Market	\$34,145.44
LAIF	\$1,359,212.97
Total of all accounts	\$1,521,099.63
Funds Reserved for State Lands Commission Grant	\$105,308.99
Unsecured funds	\$1,415,790.64

**Noyo Harbor District
 Profit & Loss**

October 2024
Oct 24

Ordinary Income/Expense	
Income	
Electricity	632.00
Fish Markets	1,000.00
Ground Rent	2,942.50
Interest Income	18,243.96
Late Fees	547.50
Park & Launch	1,749.82
Slip Rental Contract	40,120.73
Slip Rental Transient	7,285.90
Total Income	<u>72,522.41</u>
Gross Profit	72,522.41
Expense	
Advertising Expense	35.95
Communications Expense	819.53
Dues and Subscriptions Exp	32.95
Emp. Health & Dental Insurance	6,587.56
Fuel Expense	255.77
Harbor Festival	971.75
Legal and Professional Fees	1,006.00
Office Expense	358.40
Payroll Tax Expense	10,025.07
Power	4,693.14
Repairs & Maintenance	7,238.93
Salary Expense	2,246.44
Sep. Ira	724.75
Utilities Expense	5,158.71
Wages Expense (Hourly)	14,307.21
Total Expense	<u>54,462.16</u>
Net Ordinary Income	18,060.25
Other Income/Expense	
Other Income	
EDD-CERF	85,129.39
Total Other Income	<u>85,129.39</u>
Other Expense	
EDD Project	35,978.80
FEMA 4683	2,815.00
Payroll Penalties	62,079.89
SLC Fish Cleaning Station	1,135.00
Total Other Expense	<u>102,008.69</u>
Net Other Income	<u>-16,879.30</u>
Net Income	<u><u>1,180.95</u></u>

	FY Year to Date	Budget	\$ Over Budget	% of Budget
Income				
Electricity	\$6,693.18	\$15,000.00	-8,306.82	44.62
Encroachment Leases	\$0.00	\$25,000.00	-25,000.00	0.00
Fish Markets	\$10,482.00	\$2,000.00	8,482.00	524.10
Ground Rent	\$9,017.54	\$24,000.00	-14,982.46	37.57
Income / Mdco. County				
Taxes	\$16,184.87	\$131,000.00	-114,815.13	12.35
Interest Income	\$35,770.80	\$45,000.00	-9,229.20	79.49
Late Fees	\$1,642.50	\$2,000.00	-357.50	82.13
Other Grant Proceeds	\$74.42	\$70,000.00	-69,925.58	0.11
Park & Launch	\$20,483.82	\$35,000.00	-14,516.18	58.53
Slip Rental Contract	\$142,163.27	\$460,000.00	-317,836.73	30.91
Slip Rental Transient	\$45,161.37	\$45,000.00	161.37	100.36
Total Income	\$287,673.77	\$854,000.00	-\$566,326.23	33.69
Expense				
Advertising Expense	\$596.82	\$500.00	96.82	119.36
Communications Expense	\$1,578.00	\$4,500.00	-2,922.00	35.07
Deferred Maintenance	\$2,072.35	\$10,000.00	-7,927.65	20.72
Dues and Subscriptions Exp	\$15,498.66	\$18,000.00	-2,501.34	86.10
Emp. Health & Dental				
Insurance	\$13,434.22	\$30,000.00	-16,565.78	44.78
Fuel Expense	\$995.53	\$5,000.00	-4,004.47	19.91
Insurance Property & Liability	\$259,853.06	\$230,000.00	29,853.06	112.98
Legal and Professional Fees	\$8,970.00	\$48,500.00	-39,530.00	18.49
Office Expense	\$4,786.17	\$11,800.00	-7,013.83	40.56
Operating Supplies	\$2,196.34	\$6,000.00	-3,803.66	36.61
Payroll Tax Expense	\$5,156.96	\$20,560.00	-15,403.04	25.08
Power	\$18,176.53	\$57,000.00	-38,823.47	31.89
Refund	\$0.00	\$1,000.00	-1,000.00	0.00
Repairs & Maintenance	\$19,449.28	\$40,000.00	-20,550.72	48.62
Salary Expense	\$12,495.19	\$70,000.00	-57,504.81	17.85
Sep. Ira	\$3,002.53	\$16,000.00	-12,997.47	18.77
Taxes & Assessments	\$7,514.40	\$7,000.00	514.40	107.35
Travel and Conferences	\$0.00	\$2,000.00	-2,000.00	0.00
Utilities Expense	\$19,617.34	\$65,000.00	-45,382.66	30.18
Wages Expense (Hourly)	\$51,717.32	\$187,000.00	-135,282.68	27.66
Total Expense	\$447,110.70	\$829,860.00	-382,749.30	53.88
Net Income	-\$159,436.93	\$24,140.00	-660.47	

Noyo Harbor District

Payroll summary by employee report

From Oct 01, 2024 to Oct 31, 2024 for all employees from all locations

Item	Total	Koski Bruce	Koski Jay	Neumann Anna T	Savedra Nicholas P	Scofield Robert
Hours - total	677.34	94.5	176	173.34	145	88.5
Hours - Regular Pay	494	94.5	166		145	88.5
Hours - Overtime Pay	0					0
Hours - Vacation Pay	0		0	0		
Hours - Sick Pay	10		10	0		
Hours - Holiday Pay	0		0			
Hours - Salary	173.34			173.34		
Gross pay - total	\$ 18,630.26	\$ 1,842.75	\$ 5,061.76	\$ 5,650.00	\$ 4,350.00	\$ 1,725.75
Gross pay - Regular Pay	\$ 12,692.66	\$ 1,842.75	\$ 4,774.16		\$ 4,350.00	\$ 1,725.75
Gross pay - Overtime Pay	\$ 0.00					\$ 0.00
Gross pay - Vacation Pay	\$ 0.00		\$ 0.00	\$ 0.00		
Gross pay - Sick Pay	\$ 287.60		\$ 287.60	\$ 0.00		
Gross pay - Holiday Pay	\$ 0.00		\$ 0.00			
Gross pay - Salary	\$ 5,650.00			\$ 5,650.00		
Pretax deductions - total						
Adjusted gross	\$ 18,630.26	\$ 1,842.75	\$ 5,061.76	\$ 5,650.00	\$ 4,350.00	\$ 1,725.75
Other pay - total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employee taxes & deductions - total	-\$ 3,539.63	-\$ 245.01	-\$ 1,214.99	-\$ 1,157.12	-\$ 702.02	-\$ 220.49
Employee taxes - total	-\$ 3,539.63	-\$ 245.01	-\$ 1,214.99	-\$ 1,157.12	-\$ 702.02	-\$ 220.49
Employee taxes - Federal Income	-\$ 1,457.94	-\$ 62.61	-\$ 591.34	-\$ 563.08	-\$ 190.00	-\$ 50.91
Employee taxes - Social Security	-\$ 1,155.07	-\$ 114.25	-\$ 313.83	-\$ 350.30	-\$ 269.70	-\$ 106.99
Employee taxes - Medicare	-\$ 270.14	-\$ 26.72	-\$ 73.40	-\$ 81.92	-\$ 63.08	-\$ 25.02

Employee taxes - CA Income Tax	-\$ 451.53	-\$ 21.16	-\$ 180.74	-\$ 99.66	-\$ 131.38	-\$ 18.59
Employee taxes - CA State	-\$ 204.95	-\$ 20.27	-\$ 55.68	-\$ 62.16	-\$ 47.86	-\$ 18.98
Employee Aftertax deductions -						
Net pay	\$ 15,090.63	\$ 1,597.74	\$ 3,846.77	\$ 4,492.88	\$ 3,647.98	\$ 1,505.26
Employer taxes & contributions -	\$ 1,425.21	\$ 140.97	\$ 387.23	\$ 432.22	\$ 332.78	\$ 132.01
Employer taxes - total	\$ 1,425.21	\$ 140.97	\$ 387.23	\$ 432.22	\$ 332.78	\$ 132.01
Employer taxes - FUTA Employer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employer taxes - Social Security	\$ 1,155.07	\$ 114.25	\$ 313.83	\$ 350.30	\$ 269.70	\$ 106.99
Employer taxes - Medicare	\$ 270.14	\$ 26.72	\$ 73.40	\$ 81.92	\$ 63.08	\$ 25.02
Employer taxes - CA ETT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employer taxes - CA SUI Employer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Company contributions - total						
Total payroll cost	\$ 20,055.47	\$ 1,983.72	\$ 5,448.99	\$ 6,082.22	\$ 4,682.78	\$ 1,857.76



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NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
30-Sep-24

Chase Checking	\$56,126.03
Chase Money Market	\$94,144.44
LAIF	\$1,340,969.01
Total of all accounts	\$1,491,239.48
Funds Reserved for State Lands Commission Grant	\$106,433.99
Unsecured funds	\$1,384,805.49

Noyo Harbor District
Profit & Loss
September 2024
Sep 24

Ordinary Income/Expense	
Income	
Electricity	1,169.84
Fish Markets	9,482.00
Ground Rent	3,425.04
Park & Launch	8,223.50
Slip Rental Contract	50,788.55
Slip Rental Transient	10,795.64
Total Income	83,884.57
Gross Profit	83,884.57
Expense	
Advertising Expense	210.87
Communications Expense	305.41
Dues and Subscriptions Exp	6,716.88
Emp. Health & Dental Insurance	2,442.98
Fuel Expense	196.10
Harbor Festival	1,172.92
Legal and Professional Fees	1,316.00
Office Expense	902.40
Payroll Tax Expense	4,559.54
Power	4,469.18
Repairs & Maintenance	2,174.24
Sep. Ira	793.77
Utilities Expense	3,678.09
Wages Expense (Hourly)	14,999.35
Total Expense	43,937.73
Net Ordinary Income	39,946.84
Other Income/Expense	
Other Expense	
2021-2022 SAVE Grant	14,300.00
EDD Project	20,555.73
FEMA 4683	3,020.00
SLC Fish Cleaning Station	870.00
Insurance Property & Liability	238,085.00
Total Other Expense	276,830.73
Net Other Income	-276,830.73
Net Income	<u>-236,883.89</u>

	FY Year to Date	Budget	\$ Over Budget	% of Budget
Income				
Electricity	\$6,061.18	\$15,000.00	-8,938.82	40.41
Encroachment Leases	\$0.00	\$25,000.00	-25,000.00	0.00
Fish Markets	\$9,482.00	\$2,000.00	7,482.00	474.10
Ground Rent	\$6,075.04	\$24,000.00	-17,924.96	25.31
Income / Mdco. County				
Taxes	\$16,184.87	\$131,000.00	-114,815.13	12.35
Interest Income	\$17,526.84	\$45,000.00	-27,473.16	38.95
Late Fees	\$1,095.00	\$2,000.00	-905.00	54.75
Other Grant Proceeds	\$74.42	\$70,000.00	-69,925.58	0.11
Park & Launch	\$18,734.00	\$35,000.00	-16,266.00	53.53
Slip Rental Contract	\$102,042.47	\$460,000.00	-357,957.53	22.18
Slip Rental Transient	\$37,875.57	\$45,000.00	-7,124.43	84.17
Total Income	\$215,151.39	\$854,000.00	-\$638,848.61	25.19
Expense				
Advertising Expense	\$560.84	\$500.00	60.84	112.17
Communications Expense	\$758.47	\$4,500.00	-3,741.53	16.85
Deferred Maintenance	\$2,072.35	\$10,000.00	-7,927.65	20.72
Dues and Subscriptions Exp	\$15,465.71	\$18,000.00	-2,534.29	85.92
Emp. Health & Dental				
Insurance	\$6,846.66	\$30,000.00	-23,153.34	22.82
Fuel Expense	\$739.76	\$5,000.00	-4,260.24	14.80
Insurance Property & Liability	\$259,853.06	\$230,000.00	29,853.06	112.98
Legal and Professional Fees	\$7,964.00	\$48,500.00	-40,536.00	16.42
Office Expense	\$3,369.26	\$11,800.00	-8,430.74	28.55
Operating Supplies	\$2,196.34	\$6,000.00	-3,803.66	36.61
Payroll Tax Expense	\$3,731.75	\$20,560.00	-16,828.25	18.15
Power	\$13,483.39	\$57,000.00	-43,516.61	23.66
Refund	\$0.00	\$1,000.00	-1,000.00	0.00
Repairs & Maintenance	\$12,210.35	\$40,000.00	-27,789.65	30.53
Salary Expense	\$6,845.19	\$70,000.00	-63,154.81	9.78
Sep. Ira	\$2,277.78	\$16,000.00	-13,722.22	14.24
Taxes & Assessments	\$7,514.40	\$7,000.00	514.40	107.35
Travel and Conferences	\$0.00	\$2,000.00	-2,000.00	0.00
Utilities Expense	\$14,458.63	\$65,000.00	-50,541.37	22.24
Wages Expense (Hourly)	\$41,935.76	\$187,000.00	-145,064.24	22.43
Total Expense	\$402,283.70	\$829,860.00	-427,576.30	48.48
Net Income	-\$187,132.31	\$24,140.00		-775.20

Noyo Harbor District

Payroll summary by employee report

From Sep 01, 2024 to Sep 30, 2024 for all employees from all locations

Item	Total	Koski Bruce	Koski Jay	Neumann Anna T	Savedra Nicholas P	Scotfield Robert
Hours - total	680.84	80.5	168	173.34	124	135
Hours - Regular Pay	464.5	80.5	128		124	132
Hours - Overtime Pay	3					3
Hours - Vacation Pay	0		0	0		
Hours - Sick Pay	60		40	20		
Hours - Holiday Pay	0		0			
Hours - Salary	153.34			153.34		
Gross pay - total	\$ 18,433.18	\$ 1,569.75	\$ 4,831.68	\$ 5,650.00	\$ 3,720.00	\$ 2,661.75
Gross pay - Regular Pay	\$ 11,545.03	\$ 1,569.75	\$ 3,681.28		\$ 3,720.00	\$ 2,574.00
Gross pay - Overtime Pay	\$ 87.75					\$ 87.75
Gross pay - Vacation Pay	\$ 0.00		\$ 0.00	\$ 0.00		
Gross pay - Sick Pay	\$ 1,802.32		\$ 1,150.40	\$ 651.92		
Gross pay - Holiday Pay	\$ 0.00		\$ 0.00			
Gross pay - Salary	\$ 4,998.08			\$ 4,998.08		
Pretax deductions - total						
Adjusted gross	\$ 18,433.18	\$ 1,569.75	\$ 4,831.68	\$ 5,650.00	\$ 3,720.00	\$ 2,661.75
Other pay - total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employee taxes & deductions - total	-\$ 3,433.83	-\$ 187.82	-\$ 1,127.85	-\$ 1,157.13	-\$ 531.39	-\$ 429.64
Employee taxes - total	-\$ 3,433.83	-\$ 187.82	-\$ 1,127.85	-\$ 1,157.13	-\$ 531.39	-\$ 429.64
Employee taxes - Federal Income Tax	-\$ 1,407.58	-\$ 35.31	-\$ 540.72	-\$ 563.08	-\$ 114.40	-\$ 154.07

Employee taxes - Social Security	-\$ 1,142.85	-\$ 97.32	-\$ 299.56	-\$ 350.30	-\$ 230.64	-\$ 165.03
Employee taxes - Medicare	-\$ 267.29	-\$ 22.76	-\$ 70.06	-\$ 81.93	-\$ 53.94	-\$ 38.60
Employee taxes - CA Income Tax	-\$ 413.33	-\$ 15.16	-\$ 164.36	-\$ 99.66	-\$ 91.49	-\$ 42.66
Employee taxes - CA State Disability Ins	-\$ 202.78	-\$ 17.27	-\$ 53.15	-\$ 62.16	-\$ 40.92	-\$ 29.28
Employee Aftertax deductions - total						
Net pay	\$ 14,999.35	\$ 1,381.93	\$ 3,703.83	\$ 4,492.87	\$ 3,188.61	\$ 2,232.11
Employer taxes & contributions - total	\$ 1,410.14	\$ 120.08	\$ 369.62	\$ 432.23	\$ 284.58	\$ 203.63
Employer taxes - total	\$ 1,410.14	\$ 120.08	\$ 369.62	\$ 432.23	\$ 284.58	\$ 203.63
Employer taxes - FUTA Employer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employer taxes - Social Security Employer	\$ 1,142.85	\$ 97.32	\$ 299.56	\$ 350.30	\$ 230.64	\$ 165.03
Employer taxes - Medicare Employer	\$ 267.29	\$ 22.76	\$ 70.06	\$ 81.93	\$ 53.94	\$ 38.60
Employer taxes - CA ETT Employer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employer taxes - CA SUI Employer	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Company contributions - total						
Total payroll cost	\$ 19,843.32	\$ 1,689.83	\$ 5,201.30	\$ 6,082.23	\$ 4,004.58	\$ 2,865.38



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NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 1

MEETING DATE:
11/21/2024

TITLE

State Coastal Conservancy Marina Redevelopment Grant

RECOMMENDED ACTION

Approval

ANALYSIS

The Harbormaster attended the State Coastal Conservancy meeting where the Conservancy approved NHD's grant application for Marina Redevelopment Planning for \$750,000.

The proposed work plan is as follows:

Community Outreach

- Engage with tribes.
- Hold at least two fishermen focused stakeholder meetings, engaging 150 active commercial or recreational fishermen and pleasure boaters.
 - Formally assess feedback as it relates to redevelopment and integrate suggestions into design phase.
- Hold at least two local stakeholder meetings, engaging 150 community members.
 - Formally assess feedback as it relates to redevelopment and integrate suggestions into design phase.

Noyo Harbor Redevelopment Study

- Establish communication channels with the appropriate staff at CA Coastal Commission, US Army Corp of Engineers, CA State Lands Commissions, CA Department of Fish and Wildlife, and North Coast Regional Water Control Board.
- Develop an understanding of the required work to permit the project with each of the required agencies, including required studies for each permit and associated cost of studies and application fees. Including CEQA and NEPA.
- Submit CEQA permit application.
- Gather and inventory relevant information and studies for each required permit and identify gaps in information.
- Develop timelines of construction once implementation funding is received.

- Identify risks and potential mitigation measures.
- Identify potential funding sources for implementation.
- Present Noyo Harbor Redevelopment Study at Mendocino County Board of Supervisors meeting and City of Fort Bragg Council meeting.

Construction Plans

- Develop cost estimate based on designs.
- 60% design for the entire marina redevelopment project

FISCAL IMPACT

This project is 100% funded with no match

ATTACHMENTS

Resolution 2024-5

Grant Agreement G24-029

Work Plan

AGREEMENT NUMBER G24-029	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-1676848	

THIS AGREEMENT is entered into this _____ day of _____, 2024 in the State of California, by and between:



AGENCY State Coastal Conservancy	and
GRANTEE'S NAME Noyo Harbor District	

I. SCOPE OF AGREEMENT

Pursuant to Chapter 7 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the Noyo Harbor District (“the grantee”) a sum not to exceed \$750,000 (seven hundred fifty thousand dollars) (“funds”), subject to this agreement.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Noyo Harbor District
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzl, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Anna Neumann, Harbormaster
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 19101 South Harbor Drive Fort Bragg, CA 95437 Phone: (707) 964-4719

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY	FUND TITLE/PROP NO.			
\$750,000.00	Other Local Assistance	Greenhouse Gas Reduction Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-601-3228	CHAPTER 12	STATUTE 2022	FISCAL YEAR 22/23	
TOTAL AMOUNT ENCUMBERED TO DATE \$750,000.00	PROJECT NAME Noyo Harbor Marina Redevelopment Planning				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER				DATE	

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez
Procurement and
Contracts Manager

The grantee shall use the funds to prepare the Noyo Harbor Marina Redevelopment Study (“the project”) for Noyo Harbor located in the city of Fort Bragg, Mendocino County as shown on Exhibit A, which is incorporated by reference and attached.

The project consists of conducting community engagement, preparing 60% designs, permit applications and California Environmental Quality Act documents for the redevelopment of Noyo Harbor marina.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Commission of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
 - a. The work program for the project as provided in section “V. WORK PROGRAM.”
 - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
 - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XIII. INSURANCE.”

III. TERM OF AGREEMENT

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT”. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on December 31, 2026 (“the termination date”) unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by September 30, 2026 (the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than October 31, 2026.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its September 5, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

V. WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. For each project component, the project budget must list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

VI. COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of 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.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

VIII. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "X. PROJECT COMPLETION", and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to

keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive

Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

X. PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in section “III. TERM OF AGREEMENT”. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section “III. TERM OF AGREEMENT”:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project will be deemed complete as of the date of the letter.

XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding

authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy 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 parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

XII. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

XIII. INSURANCE

Throughout the term of this agreement, the grantee shall procure and 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, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's 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.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
 - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 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 must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.

- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
- a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies must contain, or to be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents and employees are additional insureds 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, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage must be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

- d. Coverage does 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.
5. Acceptability of Insurers. Insurance must 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 Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

XIV. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under

investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

XV. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

XVI. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XVII. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XVIII. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

XIX. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

XXI. INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

XXII. ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

XXIII. TIMELINESS

Time is of the essence in this agreement.

XXIV. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXV. AMENDMENT

Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

XXVI. SURVIVAL

The obligations in sections "VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.

Exhibit A: Project Location

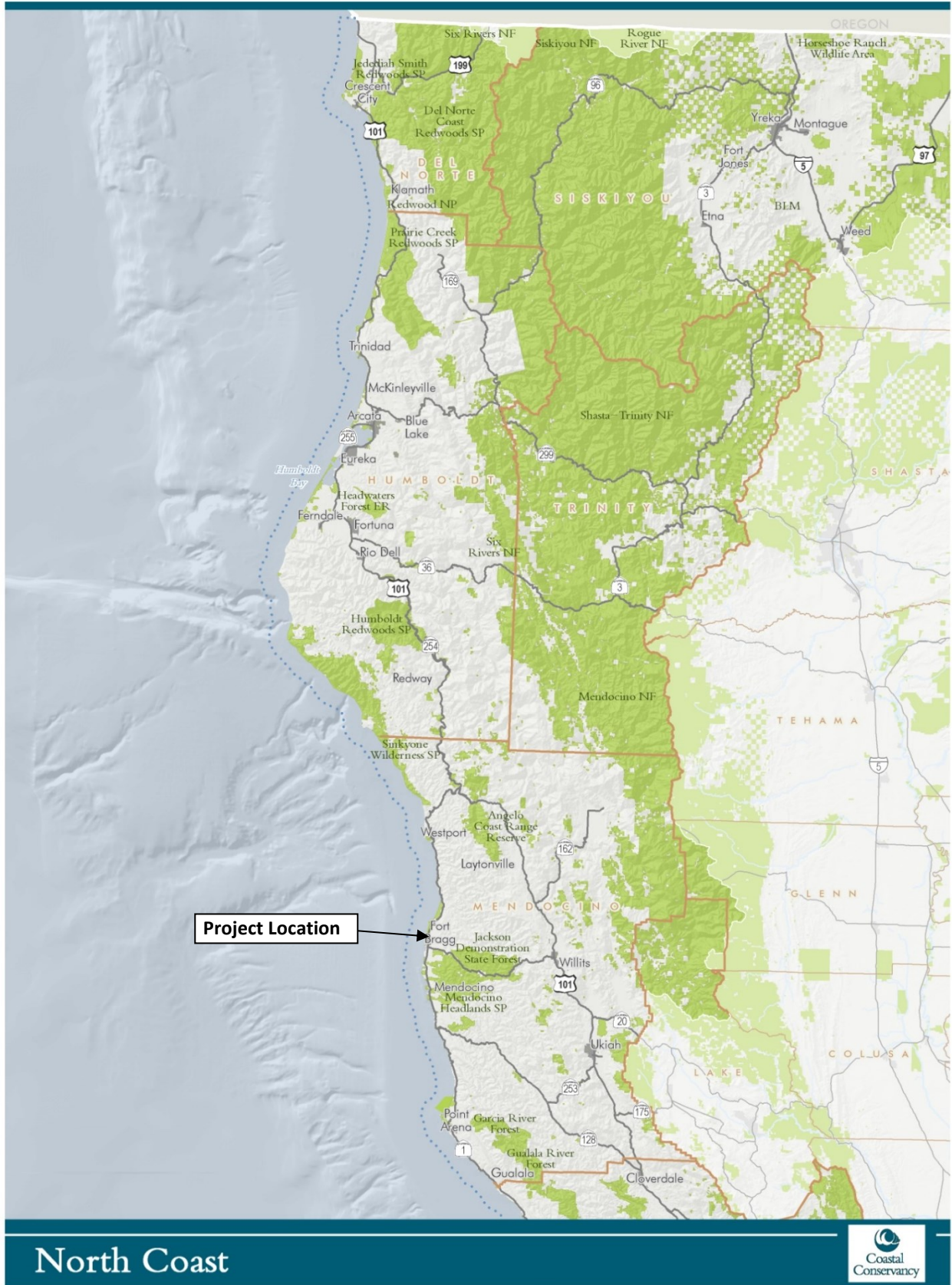


Figure 1: Regional map of project location

Exhibit A: Project Location



Figure 2: Noyo Harbor marina site map

Exhibit B: Resolution

COASTAL CONSERVANCY

Staff Recommendation
September 5, 2024

NOYO HARBOR MARINA REDEVELOPMENT PLANNING

Project No. 24-032-01
Project Manager: Fanny Yang

RECOMMENDED ACTION: Authorization to disburse up to \$750,000 to the Noyo Harbor District to undertake the Noyo Harbor Marina Redevelopment Planning Project which consists of conducting community engagement and a planning study; and preparing 60% designs, permit applications, and California Environmental Quality Act documents for the redevelopment of Noyo Harbor Marina in Mendocino County.

LOCATION: Noyo Harbor, Fort Bragg, Mendocino County

EXHIBITS

Exhibit 1: [Project Location Map](#)

Exhibit 2: [Project Photos](#)

Exhibit 3: [Project Letters](#)

RESOLUTION AND FINDINGS

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed seven hundred fifty thousand dollars (\$750,000) to the Noyo Harbor District (“the grantee”) to undertake the Noyo Harbor Marina Redevelopment Planning Project which consists of conducting community engagement and a planning study; and preparing 60% designs, permit applications, and California Environmental Quality Act documents for the redevelopment of Noyo Harbor Marina in Mendocino County.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 7 of Division 21 of the Public Resources Code, regarding the restoration of urban waterfront areas.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a \$750,000 grant to the Noyo Harbor District (District) to undertake the Noyo Harbor Marina Redevelopment Planning Project which consists of conducting community engagement and a planning study; and preparing 60% designs, permit applications, and CEQA documents for the redevelopment of Noyo Harbor marina in Mendocino County (see Exhibit 1).

For more than 72 years, Mendocino County's Noyo Harbor, an all-weather port receiving the most traffic of all ports between Bodega Bay and Humboldt Bay, has played a leading role in the region's commercial and recreational fishing industry. Noyo Harbor is home to one of California's top ten commercial fishing fleets and has a substantial shore-side business cluster at the waterside area serving the fishery and a growing tourism industry. The harbor consistently provides important healthy food sources, enhanced careers, economic community benefits, and serves as an enduring part of the area's cultural heritage. Commercial and recreational fishing, tourism, restaurants, and marine services are dependent on this working harbor, both supporting and relying upon port infrastructure, waterfront businesses, and informed consumers.

Originally constructed in the 1970s, the current marina layout for Noyo Harbor does not promote the best use of the space and the deteriorating infrastructure can no longer support the daily wear and tear that is required for an active facility. In addition, commercial and recreational fishing vessel sizes have increased since the marina was built, and it can no longer accommodate the current fleet. Despite District staff's regular maintenance schedule and budget for repairs, impacts from climate change such as sea level rise and severe winter storm surges are negatively affecting the marina's infrastructure. Replacing the original wooden docks with concrete docks will help secure marina infrastructure in response to such impacts.

Maintaining a working waterfront is a key priority for the region, as identified by the District's Community Sustainability Plan (CSP) funded by the Conservancy in 2017. The purpose of the CSP was to 1) assess the current condition of the harbor's commercial fishing industry and working waterfront in relation to economic, regulatory, social and environmental factors; 2) engage the fishing, business, government and local communities in plan development; and 3) based on the findings and community feedback, recommend priority implementation projects that result in a stable and vibrant commercial and recreational fishing industry and visitor-serving waterfront infrastructure. CSPs are required by the Magnuson-Stevens Fishery

Conservation and Management Act (MSA) for communities that wish to remain eligible to participate in catch share programs. Developing an MSA-compliant CSP also enables communities to apply for future grants and funding to implement the plan's recommendations from a variety of federal and other sources. A significant amount of public input was used to develop the twelve projects that were identified as priority projects in the CSP. The input was compiled based on surveys, interviews, and stakeholder meeting in the initial phases of the planning process. A total of 12 projects were identified, with the marina redevelopment project being identified as the 5th priority project. Other priority projects that the District is currently implementing include 1) planning and permitting for a fuel dock; 2) installing an icehouse facility with a flake machine to produce ice for keeping caught fish fresh; 3) working with the US Army Corps of Engineers to develop an offshore disposal site for dredged marina sediment; and 4) working with Caltrans to conduct a feasibility study of vehicular circulation patterns at the Harbor to identify safe pedestrian access, parking, and emergency routes. The proposed project will complement these initiatives to create a sustainable and resilient Noyo Harbor.

The proposed project will prepare a planning study, complete up to 60% planning designs for the marina layout and dock replacement, and prepare permit applications and CEQA documentation. These deliverables enable the District to apply for future grants and funding for construction. The vision for the marina redevelopment is to utilize new infrastructure and technology that will be able to withstand intensified storm events and the impacts of climate change. For example, the designs are expected to provide for replacing the current wooden docks with concrete floating docks and replacing cresol pilings with concrete pilings. During the planning process, the District will have an opportunity to update the layout of the marina to better accommodate the needs of the modern fishing and boating industry. The Noyo Harbor Marina Redevelopment Study will allow the District to develop a full understanding of the scope of work required to redevelop and will include input from stakeholders and permitting agencies, including the California Coastal Commission, US Army Corps of Engineers, North Coast Regional Water Quality Control Board, California Department of Fish and Wildlife and California State Lands Commission.

Site Description: Noyo Harbor is located at the mouth of Noyo River in Fort Bragg and has a rich history of commercial fishing, logging, and commerce. The Noyo River supports an anadromous fishery including steelhead trout, coho salmon, and Chinook salmon, all of which are listed as threatened under the federal Endangered Species Act. The area's fish stocks and forests have sustained the community in Fort Bragg, from the days of the indigenous Pomo people to the current residents, along with a growing tourism industry. Noyo Harbor's primary commercial fisheries include the groundfish trawl, urchin dive, Chinook salmon troll, Dungeness crab, and sablefish and rockfish/lingcod hook and line and trap fisheries. The harbor also has a substantial shore-side business cluster, with approximately 25 businesses at or near the waterside area. There are several fish buyers with hoists and receiving stations, including on-site receiver/processors, a retail fish market and shipbuilding and boat repair facilities. Shore side infrastructure consists of a 256-slip boat basin, service facilities, a work hoist, two launch ramps, parking, and storage areas.

The proposed project will be specifically focused on the marina. Originally constructed in the 1970's, the marina is primarily comprised of wooden docks, steel brackets, cresol covered

pilings and polystyrene floats. There are 9 docks and 266 slips in the marina. There are 191 long term tenants in the marina and 75 slips reserved for seasonal or transient vessels. Of the 191 long term tenants, 100 vessels are commercial fishing vessels and 91 are either recreational fishing vessels or pleasure craft. The majority of seasonal or transient tenants are recreational fishing vessels. In the spring and fall, Noyo Harbor sees a considerable amount of traveling boaters as they transit from the Pacific Northwest, usually from British Columbia or Seattle, Washington to Baja, Mexico.

Grant Applicant Qualifications: The District is well positioned to carry out this project. The primary mission of the District is to ensure that the harbor is a viable operational and financial entity, providing fishery support facilities and boating and marine-related opportunities to the public. The District has been successful in the execution of State grants in the past, having managed and navigated grants from the Conservancy, California Office of Emergency Services' Tsunami Hazard Mitigation Grant Program, Division of Boating and Waterways' Salvaged and Abandoned Vessels Grant Program, and the State Lands Commission. District staff will continue to provide long-term management, maintenance, and care of the marina after completion of the proposed project.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on September 23, 2021, in the following respects:

Selection Criteria

1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.

See the "Consistency with Conservancy's Strategic Plan" section below.

2. Project is a good investment of state resources.

The proposed project is a good investment of state resources because 1) it will enhance the sustainability of a regional fishery of statewide importance; 2) it is consistent with the City of Fort Bragg's "Blue Economy Visioning, Resiliency and Implementation Plan" funded by the California Coastal Commission as part of the City's Local Coastal Program(LCP) update; and 3) it will contribute to meeting the state's climate resilience and economic sustainability goals as required by the Governor's 30x30 Executive Order.

3. Project benefits will be sustainable or resilient over the project lifespan.

The proposed project benefits will be sustainable and resilient over the project lifespan. The proposed project will not make future climate adaptation more difficult. The proposed project will use best available data on sea level rise in the marina redevelopment planning. The sea level rise data includes insights on other hazards, such as tsunami hazards and coastal flooding. In the permitting process, the proposed project will provide information on how design plans will accommodate and mitigate the negative impacts of sea level rise and climate change. The District has identified potential implementation funding from the U.S. Department of

Transportation’s FY2024 Port Infrastructure Development Program. The District had applied to the FY2023 funding round but was not selected for funding, due to the funders’ concerns with the lack of planning and design documents associated with the project. The proposed project will directly address concerns from potential funders, as it will produce planning and design deliverables to be used for future implementation.

4. Project delivers multiple benefits and significant positive impact.

The proposed project will deliver multiple benefits such as planning for future impacts of climate change on marina infrastructure, bolstering commercial fishing vessel amenities, and creating opportunities for blue economy growth in the harbor. The redevelopment of the marina is expected to attract new businesses to Noyo Harbor and Fort Bragg, bringing jobs and industry with them, which will provide new opportunities for local people, including commercial fishermen, as traditional resource extractive industries of logging and fishing decrease along the Mendocino coast.

5. Project planned with meaningful community engagement and broad community support.

The proposed project was planned with significant public input to develop priority projects for the Harbor. The input was compiled based on surveys, interviews, and stakeholder meetings in the initial phases of the planning process. A total of 12 projects were identified, with the marina redevelopment project being identified as the 5th priority project; the top four priority projects are in process separately, as discussed above. The proposed project will include meaningful community engagement, engaging with local and regional communities in a public co-visioning process for the marina redevelopment. This will be achieved through stakeholder engagement meetings, presentations to the Mendocino County Board of Supervisors and the Fort Bragg City Council. Utilizing both the current Blue Economy effort led by the Noyo Ocean Collective and the City of Fort Bragg’s Blue Economy Visioning, Resiliency, and Implementation Plan, the proposed project will have multiple opportunities to engage with other stakeholders such as the City of Fort Bragg, West Business Development Center, Mendocino-Lake Community College, and the Noyo Center for Marine Science on how the marina redevelopment can be a part of the blue economy discussion.

PROJECT FINANCING

Coastal Conservancy	\$750,000
Project Total	\$750,000

Conservancy funds are expected to derive from a Fiscal Year 2022/2023 appropriation of Greenhouse Gas Reduction funds (GGRF) to the Conservancy for the urgent sea level rise adaptation and coastal resilience needs (Budget Act of 2022, as amended by the Budget Act of 2023, SB 101, Chapter 12, Statutes of 2023). The proposed project will incorporate sea level rise, potential tsunami inundation, and climate change impact analyses into the 60% designs for redevelopment of the marina at Noyo Harbor.

The Greenhouse Gas Reduction Fund Investment Plan and Communities Revitalization Act (Health and Safety Code (HSC) Sections 39710 – 39723) requires that GGRF funds be used to (1) facilitate the achievement of reductions of greenhouse gas (GHG) emissions consistent with the Global Warming Solutions Act of 2006 (HSC Sections 38500 et seq), and (2) to the extent feasible, achieve other co-benefits, such as maximizing economic, environmental and public health benefits and directing investment to disadvantaged communities (HSC 39712(b)). The Global Warming Solutions Act of 2006 sets forth (among other things) certain GGRF funding priorities (HSC Section 38590.1).

The California Air Resources Board (CARB) has adopted guidelines that establish program goals that agencies must achieve with their GGRF funds.

Consistent with the CARB 2018 Funding Guidelines, the Noyo Harbor Marina Redevelopment Planning Project will help the Conservancy meet its GGRF program goals because the project will:

- Facilitate GHG emission reductions (which includes carbon sequestration) and further the purposes of AB 32 and related statutes;
- Benefit priority populations, with a focus on maximizing disadvantaged community benefits;
- Maximize economic, environmental, and public health co-benefits to the State;
- Foster job creation;
- Leverage funds to provide multiple benefits and to maximize benefits.

The proposed project will meet these goals by contributing to a more resilient marina for the fishing communities to dock their vessels, thereby decreasing the need for boaters to expend fuel to travel from nearby ports to Fort Bragg and the Mendocino region. By planning for redevelopment of the marina to be resilient to sea-level rise, intense storms, and tsunamis, the project will enable avoidance of flooding and infrastructure damage and the resulting GHG emissions from remediation and rebuilding. The proposed project will plan for improving the overall marina infrastructure for commercial and recreational use, which will foster job creation for the fishing industry and blue economy initiatives. This will help result in a more stable and vibrant commercial and recreational fishing industry, with visitor-serving waterfront infrastructure at Noyo Harbor.

Unless specifically identified as “Required Match,” the other sources of funding and in-kind contributions described above are estimates. The Conservancy does not typically require matching funds or in-kind services, nor does it require documentation of expenditures from other funders or of in-kind services. Typical grant conditions require grantees to provide any funds needed to complete a project.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project will be undertaken pursuant to Chapter 7 (Sections 31300-31316) regarding the restoration of urban waterfronts, as follows:

Section 31300 states that California’s urban waterfronts are in need of restoration in order to be the vital economic and cultural component of the community they once were, and that the encouragement of planned private sector development in these areas is a benefit to citizens of the state as well as the local citizenry in affected urban waterfront areas. The proposed project will facilitate the revitalization of Noyo Harbor.

Section 31307 authorizes the Conservancy to award grants to public agencies for the restoration of urban coastal waterfront areas. The proposed grant will enable the District to enhance the economic vitality of the area’s fisheries and waterfront facilities.

The proposed project is also consistent with Section 31316, which authorizes the Conservancy to undertake projects and award grants for activities that are compatible with the preservation, restoration or enhancement of ocean, coastal or watershed resources within urban coastal watershed areas. Projects or activities may include, but are not limited to, exhibits or events emphasizing coastal, watershed, or ocean resource education, or maritime history, or the development of amenities and infrastructure. The proposed project will complete planning and designs for improving the resilience of Noyo Harbor marina infrastructure and amenities.

Finally, in selecting projects for funding, the Conservancy is required by Section 31305 to support projects that promote excellence in design and which exhibit innovation in sensitively integrating built features into the natural coastal environment. The proposed project will achieve these objectives in the marina improvements as it will enable the District to incorporate sea level rise vulnerabilities into the planning and designs. Further, an environmentally sensitive interface between Noyo Harbor and the natural coastal environment is a key component of all the CSP’s recommendations to facilitate a resilient commercial fishing industry and marine-related recreation and tourism.

CONSISTENCY WITH CONSERVANCY’S [2023-2027 STRATEGIC PLAN](#):

Consistent with **Goal 1.1 Commit Funding to Benefit Systemically Excluded Communities**, the proposed project will invest in the sustainability and resiliency of the Noyo Harbor marina for fishing and recreational use by disadvantaged communities in Fort Bragg and the Mendocino region. Most employment opportunities are in service, hospitality, and fishing, and the median household income is less than 60% of the statewide average, classifying the city as a severely disadvantaged community.

Consistent with **Goal 1.3 Support Meaningful Engagement by Systemically Excluded Communities**, the proposed project will include meaningful community engagement, engaging with local and regional communities in a public co-visioning process for the marina redevelopment, through stakeholder engagement meetings, presentations to the Mendocino County Board of Supervisors and the Fort Bragg City Council.

Consistent with **Goal 2.6 Piers and Waterfront**, the proposed project will support planning and design for the revitalization of Noyo Harbor through multi-benefit coastal resilience improvements for the marina, including dock replacements and removal of derelict infrastructure.

Consistent with **Goal 4.1 Sea Level Rise Adaptation Projects**, the proposed project will complete planning and engineering designs to improve the Noyo Harbor marina's resilience to climate change impacts such as intense storms and sea level rise.

CEQA COMPLIANCE:

The proposed project is statutorily exempt from review under CEQA pursuant to 14 California Code of Regulations Section 15262, which exempts planning and feasibility studies for possible future actions that have not yet been approved, adopted, or funded. The proposed planning project consists of preparing 60% design plans, conducting CEQA review, and preparing permit applications. Upon approval of the project, Conservancy staff will file a Notice of Exemption.

WORK PROGRAM

Noyo Harbor District
Noyo Harbor Marina Redevelopment Planning
Conservancy Grant Agreement #G24-029
Today's Date 11/21/2024

I. PROJECT DESCRIPTION

The purpose of this project is to complete the planning work necessary for the redevelopment of the Noyo Harbor Marina. The Grantee will complete the Noyo Harbor Marina Redevelopment Study which will coalesce all the information necessary to redevelop the marina. From stakeholder input to the identification of timelines and budgets for all necessary permits, the study will act as the roadmap for redeveloping the layout of the marina and coastal resilience infrastructure improvements once construction funds have been secured. The Grantee will also prepare 60% designs and engineering plans, prepare permits, and move through the California Environmental Quality Act (CEQA) review process.

II. SCOPE OF WORK

Task 1 Project Management

The Grantee will coordinate with Conservancy Project Manager to keep him/her informed about the status of the project. The Grantee will be responsible managing the budget and schedule, submitting requests for disbursement, and other project management activities. Before hiring subcontractors for work under this grant agreement, the Grantee will submit subcontractors to perform specified tasks for the review and approval of the Conservancy Project Manager. In the progress reports, the Grantee will document all subcontractor activities, subcontractor activities, deliverables completed, progress, issues and proposed resolutions.

Task Deliverable(s): progress reports, invoices, and subcontract documentation

Task 2 Community Outreach

The Grantee will hold at least two vessel owner focused stakeholder meetings to capture the input of the local recreational and commercial fishing fleet. The grantee will also host two local stakeholder meetings to engage with local community members to ensure their needs are met in the redevelopment of the marina. The Grantee will work to engage with

the Sherwood Valley Band of Pomo as appropriate to ensure their input is incorporated in the redevelopment of the marina. The Grantee will use surveys to gather specific information on needs.

The Grantee will also present the project at the City of Fort Bragg Council Meeting and Mendocino County Board of Supervisors meetings to gather input from local leaders.

Task Deliverables: results of stakeholder survey, notes and/or minutes from community meetings, meeting photos, presentation and outreach materials

Task 3 Noyo Harbor Marina Redevelopment Study

The Grantee will produce the Noyo Harbor Marina Redevelopment Study which will act as a roadmap for the redevelopment process. SHN Consulting Engineers & Geologist has an active contract with the Noyo Harbor District on projects related to the 2019 Community Sustainability Plan, which includes marina redevelopment. SHN will work with the Harbor District to complete task as they relate to the Redevelopment Study. Overall the study will:

- Outline results of stakeholder engagement as it related to marina redevelopment
- Identify and complete necessary technical studies require for permit applications including CEQA (for example, eel grass survey and report, marina mammal survey and report, ect). Identify any additional needs for NEPA.
- Develop timelines of construction once implementation funding is received.
- Identify risks and potential mitigation measures.
- Identify potential funding sources for implementation.

Task Deliverable: Final Noyo Harbor Marina Redevelopment Study, copies of permits and submitted applications

Task 4 Designs

The Grantee will produce 30% and 60% design plans for the redevelopment of the marina's docks and shoreside infrastructure. Plans will utilize mitigation efforts, stakeholders needs, recommendations from relevant agencies identified in the Noyo Harbor Marina Redevelopment Study.

Task Deliverables: 30% design draft and final, 60% design draft and final

III. PERMIT COMPLIANCE

The project is a planning project and the grantee will be completing permits as part of the project task deliverables. The Noyo Harbor Marina Redevelopment Study will help identify what permits will be required for future implementation.

IV. SCHEDULE

Work Completion Date: September 30th, 2026
Final Request for Disbursement and Final Progress Report: October 31st, 2026
Grant Termination Date: December 31st, 2026

The Grantee will submit project deliverables to the Conservancy project manager as listed in the schedule below. In the event the Grantee anticipates a delay in the project schedule, the Grantee shall inform the Conservancy Project Manager by email prior to the scheduled due date of that task or deliverable.

In the event the project cannot be completed prior to the completion date of the Grant Agreement, the Grantee shall request an extension by email, providing justification for the extension and a revised schedule of completion. There is no guarantee that the grant agreement will be extended.

Task Number	Task Title	Deliverable	Estimated Start Date	Estimated Completion Date
1	Project Management	Progress Reports & Invoices	Not Applicable	Monthly throughout the contract term
		Subcontractor Documentation		Prior to subcontractor starting work
2	Community Outreach	Surveys, Meeting Notes, Meeting Photos, Presentation & Outreach Materials	November 2024	August 2026
3	Noyo Harbor Marina Redevelopment Study	Final Noyo Harbor Marina Redevelopment Study	November 2024	August 2026
		Copies of permits and submitted permit applications	November 2024	August 2026
4	Designs	30% design drafts and final, 60% design drafts and final	January 2025	August 2026

V. BUDGET OVERVIEW

Task Number	Task Title	Coastal Conservancy Grant	Estimated Other Funding	Total Budget
1	Project Management	\$39,000	\$0	\$39,000
2	Community Outreach	\$31,000	\$0	\$31,000
3	Noyo Harbor Marina Redevelopment Study	\$185,000	\$0	\$185,000
4	Designs	\$447,000	\$0	\$447,000
	Indirect Cost Rate (6.4%)	\$48,000	\$0	\$48,000
TOTAL		\$750,000	\$0	\$750,000

VI. BUDGET DETAIL

A) Grantee Expenditures

1.) Direct Expenditures –11,000

Community Engagement Materials - \$3,000

Printing of poster boards and handouts for stakeholder meetings, signage for stakeholder meetings, online survey platform and printed survey information for stakeholder meetings. Includes design fees.

Marketing -\$4,000

Radio broadcasting fees, print, and online advertisements for survey and stakeholder meetings to ensure public is aware of the effort.

Venue Rental \$2,000

Rental fees for venue to host 4 stakeholder meetings.

Food- \$2,000

Water, tea, coffee and snacks for stakeholders meetings

Incidental Supplies or Personal Equipment, Clothing or Uniforms

None

Vehicles or Equipment

None

Travel Costs

None

2.) Staff time/Labor \$69,000

Program Management – \$39,000
Noyo Harbor Marina Redevelopment Study – \$20,000
Community Outreach – \$10,000

Stipends

None

3.) Indirect Costs

Indirect costs will be billed at a rate of 6.4% which equals 6.4% of total grant cost.

B) Subcontractors

West Center for Business Development: \$20,000

West Center will help with outreach for stakeholder meetings, and act as a liaison between the Harbor District and various state and federal agencies.

<https://www.westcenter.org/economic-development/blue-economy/>

SHN Consulting Engineers and Geologist: \$612,000

SHN has a standing contract with the Noyo Harbor District to complete projects as they relate to the Community Sustainability Plan. SHN will help the Harbor District complete the Noyo Harbor Marina Redevelopment Study and provide draft and final designs for marina redevelopment.

<https://www.shn-engr.com/>

VII. PLAN FOR ACKNOWLEDGMENT

Once grant agreements are signed the Harbor District will issue a press release which will include funding acknowledgments.

State Coastal Conservancy logo will be used in all promotional materials for stakeholder meetings and media created for project promotion.

State Coastal Conservancy will be verbally acknowledged in all stakeholder meetings.

State Coastal Conservancy will be acknowledged in all public draft and final reports.

State Coastal Conservancy will be acknowledged in any presentation given to any agency through the course of the project.

Resolution No. 2024-5

Resolution of the Noyo Harbor District

Approving the Grant of Funds from the
State Coastal Conservancy

For Noyo Harbor Redevelopment Planning

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy (“Conservancy”) under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

WHEREAS, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy’s Strategic Plan and that best achieve the Conservancy’s statutory objectives, in light of limited funding.

WHEREAS, at its September 5th, 2024 meeting, the Conservancy adopted a resolution authorizing a grant to The Noyo Harbor District (“grantee”) for Noyo Harbor Redevelopment Planning (“the project”). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy September 5th, 2024 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

WHEREAS, the Conservancy requires that governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Conservancy grant agreement number G24-029.

NOW, THEREFORE, be it resolved that the grantee hereby:

1. Approves the award of grant funding from the Conservancy for the project.
2. Acknowledges that it has or will have sufficient funds to complete the project and, if any property is acquired as part of the project to operate and maintain the property, and, if any facilities are constructed as a part of the project, to operate and maintain the facilities for a reasonable period, not less than the useful life of the facilities.
3. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the project.
4. Authorizes any of the following named officers or employees of the grantee to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the project and to comply with the Conservancy’s grant requirements, including, without limitation, the grant agreement: Chair of the Noyo Harbor District, Harbormaster of the Noyo Harbor District.

APPROVED AND ADOPTED October 10th, 2024.

I, (PRINT NAME HERE) _____, the undersigned, hereby certify that the above Resolution No. 2024-5 was duly adopted by the grantee by the following roll call vote:

Ayes:

Noes:

Absent:

(Clerk)

Signature: _____



NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 2

MEETING DATE: 11/21/2024

TITLE

Budget Modification

RECOMMENDED ACTION

Approval

ANALYSIS

The with the addition of the State Coastal Conservancy grant and the increase in annual insurance rates the Harbormaster wanted to re-assess the District's annual budget.

ATTACHMENTS

Amended Budget 2024-2025

Noyo Harbor District (NHD)

	Budget 2021/2022	Budget 2022/2023	Actual Revenue 2022/2023	Budget 2023/2024	Actual Revenues 2023/2024	Proposed Budget 2024/2025
Revenues						
Slip Rental - Contract	525,000.00	650,000.00	453,476.26	456,000.00	421,204.35	445,000.00
Slip Rental - Transient	50,000.00	60,000.00	47,039.04	43,000.00	46,569.57	45,000.00
Hoist Fees	3,000.00	1,000.00	660.00	1,000.00	495.56	500.00
Park & Launch	30,000.00	35,000.00	22,906.56	25,000.00	35,290.00	35,000.00
Ground Rent	30,000.00	40,000.00	34,342.08	30,000.00	19,600.00	24,000.00
Encroachment Leases	20,000.00	20,000.00	14,218.75	20,000.00	24,759.00	25,000.00
Electric	0.00	15,000.00	958.54	10,000.00	13,418.45	15,000.00
Late Fees	3,000.00	4,000.00	30.00	2,000.00	2,771.11	2,000.00
Income -Marina Based	661,000.00	825,000.00	573,631.23	587,000.00	564,108.04	591,500.00
Community Fish Markets	5,000.00	3,000.00	7,712.29	3,000.00	2,362.00	2,000.00
Property Tax Rev-Current	112,000.00	117,000.00	120,408.53	117,260.00	130,807.64	131,000.00
Interest Income	5,000.00	4,830.00	25,737.87	30,000.00	49,433.58	45,000.00
Local Coastal Program Update- City Of Fort Bragg				20,000.00	200	30,000.00
Economic Development Department						60,000.00
State Coastal Conservancy						20,000.00
Other Revenues	122,000.00	124,830.00	153,858.69	170,260.00	182,803.22	288,000.00
Total Revenues	783,000.00	949,830.00	727,489.92	757,260.00	746,911.26	879,500.00

Expenses	Budget 2021/2022	Budget 2022/2023	Actual Expense 2022/2023	Budget 2023/2024	Actual Expense 2023/2024	Proposed Budget 2024/2025
Payroll and Employee Burdens						
Harbormaster	60,000.00	60,000.00	69,850.00	70,000.00	62,302.12	70,000.00
Wages Hourly 2 F.T. 2 P.T.	95,000.00	137,696.00	115,033.29	116,000.00	116,839.96	187,000.00
Emp. Health & Dental Insurance	85,000.00	25,000.00	22,933.02	24,000.00	28,722.00	30,000.00
Sep. Ira	20,000.00	15,000.00	7,641.67	8,100.00	8,421.36	16,000.00
Payroll Tax Expense	31,500.00	31,000.00	15,459.44	17,000.00	14,569.18	20,560.00
Employee Totals	291,500.00	268,696.00	230,917.42	235,100.00	230,854.62	323,560.00
Utilites						
Utilities Expense (Trash/Water)		90,000.00	66,332.11	68,000.00	67,371.09	65,000.00
Power		55,000.00	53,105.79	55,000.00	55,056.01	57,000.00
Utilities	130,000.00	145,000.00	119,437.90	123,000.00	122,427.10	122,000.00
Insurance Property & Liability	195,000.00	210,000.00	266,203.25	210,000.00	221,587.21	265,000.00
Legal and Professional Fees						
Legal	15,000.00	35,000.00	13,193.48	24,000.00	16,450.00	20,000.00
Consultant	10,000.00	20,000.00	38,291.91	25,000.00	18,776.00	20,000.00
Auditor	8,000.00	10,000.00	8,000.00	8,500.00	4,025.00	4,500.00
Legal and Professional Totals	33,000.00	65,000.00	59,485.39	57,500.00	39,251.00	44,500.00

	Budget 2021/2022	Budget 2022/2023	Actual Expense 2022/2023	Budget 2023/2024	Actual Expense 2023/2024	Proposed Budget 2024- 2025
Office and Admin Expenses						
Office Expense	6,000.00	6,000.00	12,399.46	11,000.00	7,887.92	10,000.00
Office Equipment	1,500.00	1,500.00		800.00	760.00	800.00
Conferences & Meetings	5,000.00	5,000.00	4,541.15	5,000.00	1,750.00	2,000.00
Dues and Subscriptions Exp	3,000.00	12,000.00	12,104.20	10,000.00	10,958.91	18,000.00
Advertising Expense	500.00	3,000.00	1,435.88	800.00	295.80	500.00
Communications Expense	3,000.00	3,000.00	4,737.61	4,500.00	4,265.75	4,500.00
Taxes & Assessments	32,000.00	3,000.00	4,622.82	3,000.00	1,472.00	7,500.00
Refunds			4,240.00	1,000.00	707.10	1,000.00
Office and Admin Expenses	26,500.00	33,500.00	44,081.12	36,100.00	28,097.48	44,300.00
Grounds						
Repairs & Maintenance	35,000.00	45,000.00	27,493.50	28,000.00	39,481.13	40,000.00
Operating Supplies	9,000.00	9,000.00	5,834.23	7,000.00	4,059.16	6,000.00
Equipment Purchase	10,000.00	4,000.00		0.00		1,000.00
Equipment Expense	3,000.00	1,000.00		0.00		
Fuel Expense	1,500.00	1,600.00	4,156.61	5,000.00	3,128.21	5,000.00
Deferred Maintenance	65,000.00	30,000.00	29,126.17	10,000.00		10,000.00
Maintenance & Repairs	123,500.00	90,600.00	66,610.51	50,000.00	46,668.50	62,000.00
Grant Expenses						
Save Grant	0.00	13,000.00	0.00	10,000.00	2,271.45	2,000.00
Grant Expenses	0.00	13,000.00	0.00	10,000.00	2,271.45	2,000.00
Total Expenses	799,500	825,796	786,736	721,700	691,157	863,360
Net Income	(16,500)	124,034	(59,245.67)	35,560.00	55,753.90	16,140.00

Active Grants

SAVE Grant 2022/2023	Total Award	Remaining	Match	Remaining Match	2024/2025 Yearly Impact
End Date: 9/30/2024	\$80,000.00	\$40,650.00	\$8,000.00	\$4,065.00	-\$2,000.00

State Lands Commission	Total Award	Remaining	Match	Remaining Match	2024/2025 Yearly Impact
End Date: 10/2026	\$448,808.00	\$131,919.21	\$0.00	\$0.00	\$0

EDD - CERF Pilot	Total Award	Remaining	Match	Remaining Match	2024/2025 Yearly Impact
End Date: 12/2025	\$3,203,872.00	\$2,541,872.00	\$0.00	\$0.00	\$60,000

State Coastal Conservancy	Total Award	Remaining	Match	Remaining Match	2024/2025 Yearly Impact
End Date: 1/2026	\$750,000	\$750,000	\$0.00	\$0.00	\$20,000

Account/Reserve Information

Current Cash Balances

Chase Checking	\$187,915.79
Chase Money Market	\$156,125.24
LAIF	\$1,553,442.17
Total	\$1,897,483.20

**Total not pre-allocated to
grant fundings**

	\$1,765,563.99
6 Month operating expense	\$270,000.00
Reserves	\$1,495,563.99

Positions	Pay Rates	Salary	Hours Per Week	Total
Harbormaster		70000.00	40	70,000.00
Marina Manager	30.00		40	62,400.00
Full Time Maintance	29.19		40	60,715.20
Part Time Maintance	20.50		30	31,980.00
Part Time Maintenance	20.50		30	31,980.00
Totals				\$257,075

Noyo Harbor District

Payroll summary by employee report

From Jul 01, 2023 to Mar 31, 2024 for all employees from all locations

Item	Total
Hours - total	5003.81
Hours - Regular Pay	3349.75
Hours - Overtime Pay	0
Hours - Bonus	0
Hours - Vacation Pay	113
Hours - Sick Pay	23
Hours - Holiday Pay	40
Hours - Salary	1478.06
Gross pay - total	\$ 127,881.18
Gross pay - Regular Pay	\$ 74,556.02
Gross pay - Overtime Pay	\$ 0.00
Gross pay - Bonus	\$ 0.00
Gross pay - Vacation Pay	\$ 3,364.10
Gross pay - Sick Pay	\$ 730.34
Gross pay - Holiday Pay	\$ 1,053.60
Gross pay - Salary	\$ 48,177.12
Pretax deductions - total	
Adjusted gross	\$ 127,881.18
Other pay - total	\$ 0.00
Employee taxes & deductions - total	-\$ 22,726.54
Employee taxes - total	-\$ 22,726.54
Employee taxes - Federal Income Tax	-\$ 9,061.77
Employee taxes - Social Security	-\$ 7,928.62
Employee taxes - Medicare	-\$ 1,854.28
Employee taxes - CA Income Tax	-\$ 2,647.25
Employee taxes - CA State Disability Ins	-\$ 1,234.62
Employee Aftertax deductions - total	
Net pay	\$ 105,154.64
Employer taxes & contributions - total	\$ 10,379.33
Employer taxes - total	\$ 10,379.33
Employer taxes - FUTA Employer	\$ 149.11
Employer taxes - Social Security Employer	\$ 7,928.62
Employer taxes - Medicare Employer	\$ 1,854.28
Employer taxes - CA ETT	\$ 24.85
Employer taxes - CA SUI Employer	\$ 422.47
Company contributions - total	
Total payroll cost	\$ 138,260.51



NOYO HARBOR DISTRICT AGENDA ITEM SUMMARY

AGENDA ITEM #: 3

MEETING DATE: 11/21/2024

TITLE

Vice Chair Position

RECOMMENDED ACTION

ANALYSIS

Commissioners should consider the appointment of a new Vice Chair as previous Commissioner Albin served as Vice Chair.

ATTACHMENTS



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Staff Reports

Fish Cleaning Station

The construction on the Fish Cleaning Station is completed and a final walk through will be completed by the Harbormaster before payment is made to Akeff Construction. We still need to get a fillet table build and the Marina Manager has been developing options. Viking Charters has also begin cooking crab from their charter trips next to A dock and we will likely move that operation under the fish cleaning station for the winter and until a table is secured. Overall the structure looks really nice and we have had introductory talks with Braggadoon about creating some signage for the station that would include some fillet etiquette, information about the Harbors and thanking the funders. Overall, the project will be slightly over budget by ~\$3,000 but the Harbormaster intends to use funds from Harbor Festival to cover the run over.

Therese Marie/ Vessel Demo Funds

The Theresa Marie remains in the Draggers Yard after her removal from the river in late October. The owner has removed his personal belongings off the vessel and we are waiting for funds before we begin the abatement process. The District was invited to submit a full application to the Boat USA Vessel Abatement Program, that application is due on the 2nd of December. Funds will cover the abatement of 12 vessels within the District. We are also still waiting on final grant agreements from the SAVE grant program before we begin dismantling recreational CF vessels.