

Jim Hurst Richard Shoemaker Dan Platt Grant Downie Domenick Weaver Anna Neumann
Chair Vice Chair Commissioner Commissioner Commissioner Harbormaster

Noyo Harbor Commission Meeting Agenda

Thursday March 13th 2025 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 February Regular Meeting 2025
2. Minutes February Special Meeting 2025
3. Financial Report February 2025

Conduct of Business

1. Discussion and possible action West Centers Request for Proposals
2. Discussion and possible action on Icehouse Construction Project Contract
3. Discussion and possible action on purchase of large vessel trailer
4. Discussion and possible action Vessel Demo Job
5. Discussion and possible action for Mendocino County CDBG Grant funds
6. Discussion on Prop 4 funds

Staff Reports and Recommendations

Harbor Festival Planning

Matters from the Commissioners

Attorney Report

Adjournment to the next regular meeting



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NOYO HARBOR DISTRICT
STATEMENT OF ACCOUNTS
28-Feb-25

Chase Checking	\$29,129.82
Chase Money Market	\$234,153.76
LAIF	\$1,373,953.09
Total of all accounts	\$1,637,236.67

Noyo Harbor District
Profit & Loss
February 2025

Feb 25

Ordinary Income/Expense	
Income	
Electricity	1,759.55
Encroachment Leases	4,621.72
Ground Rent	1,200.00
Late Fees	488.11
Other Grant Proceeds	20,089.00
Slip Rental Contract	31,565.64
Slip Rental Transient	4,085.32
Total Income	<u>63,809.34</u>
Gross Profit	63,809.34
Expense	
Advertising Expense	19.82
Communications Expense	394.13
Dues and Subscriptions Exp	23.00
Emp. Health & Dental Insurance	3,330.66
Fuel Expense	249.44
Insurance Property & Liability	852.88
Legal and Professional Fees	6,931.00
Office Expense	318.04
Operating Supplies	716.50
Payroll Tax Expense	5,670.11
Power	4,820.36
Repairs & Maintenance	1,075.21
Sep. Ira	5,468.66
Travel and Conferences	40.44
Utilities Expense	5,058.14
Wages Expense (Hourly)	16,119.54
Total Expense	<u>51,087.93</u>
Net Ordinary Income	12,721.41
Other Income/Expense	
Other Income	
EDD-CERF	631,862.81
Grant Reimbursements	1,956.91
Total Other Income	<u>633,819.72</u>
Other Expense	
EDD Project	18,887.38
FEMA 4683	2,580.00
Total Other Expense	<u>21,467.38</u>
Net Other Income	<u>612,352.34</u>
Net Income	<u><u>625,073.75</u></u>

	FY Year to Date	Budget	\$ Over Budget	% of Budget
Income				
Electricity	\$12,210.14	\$15,000.00	-2,789.86	81.40
Encroachment Leases	\$24,157.03	\$25,000.00	-842.97	96.63
Fish Markets	\$13,413.12	\$2,000.00	11,413.12	670.66
Ground Rent	\$17,011.67	\$24,000.00	-6,988.33	70.88
Income / Mdco. County				
Taxes	\$93,460.86	\$131,000.00	-37,539.14	71.34
Interest Income	\$50,510.92	\$45,000.00	5,510.92	112.25
Late Fees	\$2,130.61	\$2,000.00	130.61	106.53
Other Grant Proceeds	\$68,738.24	\$110,000.00	-41,261.76	62.49
Park & Launch	\$23,993.71	\$35,000.00	-11,006.29	68.55
Slip Rental Contract	\$283,194.16	\$445,000.00	-161,805.84	63.64
Slip Rental Transient	\$57,207.01	\$45,000.00	12,207.01	127.13
Total Income	\$646,027.47	\$879,000.00	-\$232,972.53	73.50
Expense				
Advertising Expense	\$637.53	\$500.00	137.53	127.51
Communications Expense	\$3,012.53	\$4,500.00	-1,487.47	66.95
Deferred Maintenance	\$2,194.40	\$10,000.00	-7,805.60	21.94
Dues and Subscriptions Exp	\$15,610.56	\$18,000.00	-2,389.44	86.73
Emp. Health & Dental				
Insurance	\$26,726.86	\$30,000.00	-3,273.14	89.09
Fuel Expense	\$1,934.17	\$5,000.00	-3,065.83	38.68
Harbor Festival	\$2,727.65			
Insurance Property & Liability	\$261,583.82	\$265,000.00	-3,416.18	98.71
Legal and Professional Fees	\$17,711.50	\$48,500.00	-30,788.50	36.52
Office Expense	\$4,948.21	\$11,800.00	-6,851.79	41.93
Operating Supplies	\$716.50	\$6,000.00	-5,283.50	11.94
Payroll Tax Expense	\$12,025.48	\$20,560.00	-8,534.52	58.49
Power	\$36,129.10	\$57,000.00	-20,870.90	63.38
Refund	\$0.00	\$1,000.00	-1,000.00	0.00
Repairs & Maintenance	\$28,901.22	\$40,000.00	-11,098.78	72.25
Salary Expense	\$36,993.44	\$70,000.00	-33,006.56	52.85
Sep. Ira	\$10,714.46	\$16,000.00	-5,285.54	66.97
Taxes & Assessments	\$7,514.40	\$7,000.00	514.40	107.35
Travel and Conferences	\$838.13	\$2,000.00	-1,161.87	41.91
Utilities Expense	\$40,252.47	\$65,000.00	-24,747.53	61.93
Wages Expense (Hourly)	\$110,992.97	\$187,000.00	-76,007.03	59.35
Total Expense	\$622,165.40	\$864,860.00	-245,422.25	71.94
Net Income	\$23,862.07	\$14,140.00		168.76

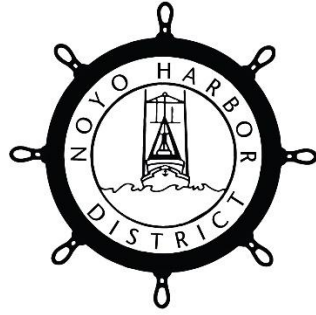
Noyo Harbor District

Payroll summary by employee report

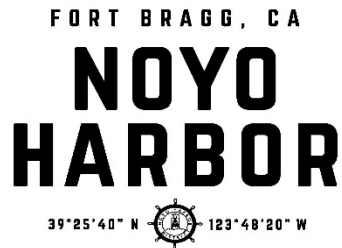
From Feb 01, 2025 to Feb 28, 2025 for all employees from all locations

Item	Total	Koski Bruce	Koski Jay	Neumann Anna T	Savedra Nicholas P	Scofield Robert
Hours - total	691.34	78	176	173.34	141	123
Hours - Regular Pay	477	78	136		140	123
Hours - Overtime Pay	1				1	
Hours - Vacation Pay	32		32			
Hours - Sick Pay	0				0	
Hours - Holiday Pay	8		8		0	
Hours - Salary	173.34			173.34		
Gross pay - total	\$ 20,049.24	\$ 1,581.84	\$ 5,264.16	\$ 6,294.00	\$ 4,414.80	\$ 2,494.44
Gross pay - Regular Pay	\$ 12,512.04	\$ 1,581.84	\$ 4,067.76		\$ 4,368.00	\$ 2,494.44
Gross pay - Overtime Pay	\$ 46.80				\$ 46.80	
Gross pay - Vacation Pay	\$ 957.12		\$ 957.12			
Gross pay - Sick Pay	\$ 0.00				\$ 0.00	
Gross pay - Holiday Pay	\$ 239.28		\$ 239.28		\$ 0.00	
Gross pay - Salary	\$ 6,294.00			\$ 6,294.00		
Pretax deductions - total						
Adjusted gross	\$ 20,049.24	\$ 1,581.84	\$ 5,264.16	\$ 6,294.00	\$ 4,414.80	\$ 2,494.44
Other pay - total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Employee taxes & deductions - total	-\$ 3,929.70	-\$ 187.96	-\$ 1,276.28	-\$ 1,365.93	-\$ 714.46	-\$ 385.07
Employee taxes - total	-\$ 3,929.70	-\$ 187.96	-\$ 1,276.28	-\$ 1,365.93	-\$ 714.46	-\$ 385.07

Employee taxes - Federal						
Income Tax	-\$ 1,658.67	-\$ 33.18	-\$ 616.95	-\$ 685.84	-\$ 193.24	-\$ 129.46
Employee taxes - Social						
Security	-\$ 1,243.05	-\$ 98.07	-\$ 326.38	-\$ 390.23	-\$ 273.72	-\$ 154.65
Employee taxes -						
Medicare	-\$ 290.71	-\$ 22.94	-\$ 76.33	-\$ 91.26	-\$ 64.01	-\$ 36.17
Employee taxes - CA						
Income Tax	-\$ 496.70	-\$ 14.79	-\$ 193.45	-\$ 123.08	-\$ 130.52	-\$ 34.86
Employee taxes - CA State						
Disability Ins	-\$ 240.57	-\$ 18.98	-\$ 63.17	-\$ 75.52	-\$ 52.97	-\$ 29.93
Employee Aftertax deductions - total						
Net pay	\$ 16,119.54	\$ 1,393.88	\$ 3,987.88	\$ 4,928.07	\$ 3,700.34	\$ 2,109.37
Employer taxes & contributions - total	\$ 1,740.41	\$ 158.98	\$ 438.63	\$ 498.70	\$ 393.41	\$ 250.69
Employer taxes - total	\$ 1,740.41	\$ 158.98	\$ 438.63	\$ 498.70	\$ 393.41	\$ 250.69
Employer taxes - FUTA						
Employer	\$ 51.65	\$ 9.49	\$ 8.98	\$ 4.30	\$ 13.92	\$ 14.96
Employer taxes - Social						
Security Employer	\$ 1,243.05	\$ 98.07	\$ 326.38	\$ 390.23	\$ 273.72	\$ 154.65
Employer taxes - Medicare						
Employer	\$ 290.71	\$ 22.94	\$ 76.33	\$ 91.26	\$ 64.01	\$ 36.17
Employer taxes - CA ETT	\$ 8.63	\$ 1.59	\$ 1.50	\$ 0.72	\$ 2.32	\$ 2.50
Employer taxes - CA SUI						
Employer	\$ 146.37	\$ 26.89	\$ 25.44	\$ 12.19	\$ 39.44	\$ 42.41
Company contributions - total						
Total payroll cost	\$ 21,789.65	\$ 1,740.82	\$ 5,702.79	\$ 6,792.70	\$ 4,808.21	\$ 2,745.13



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Jim Hurst Richard Shoemaker Dan Platt Grant Downie Domenick Weaver Anna Neumann
Chair Vice Chair Commissioner Commissioner Commissioner Harbormaster

Noyo Harbor Commission Meeting Minutes

Thursday February 13th 2025 6pm

Town Hall,

363 N. Main Street, Fort Bragg, CA

Call to Order at 6:02pm

Roll Call

Present: Commissioner Platt, Commissioner Downie, Commissioner Weaver, Vice Chair Shoemaker, Chair Hurst

Pledge of Allegiance

Public Comment on Non-Agenda Items

None

Consent Calendar

1. Minutes January 2025
2. Financial Report January 2025

Motion to approve: 1st Vice Chair Shoemaker, 2nd Commissioner Weaver. Approved 5-0-0

Conduct of Business

1. Discussion and possible action on SHN Task 5

The Harbormaster gave an update on the SHN Task 5. Commissioner Platt liked the idea of smaller task order and the ability to track the project and budget. Vice Chair Shoemaker requested a not to exceed of \$85,000 and for a hourly rate sheet to be attached to the task order. A conversation was held on an expected completion date of the task order and Chair Hurst suggested July 1st, 2025.

Motion to approve Task Order 5 with a not to exceed of \$85,000, attached hourly rate sheet and completion date of July 1st, 2025. 1st Vice Chair Shoemaker, 2nd Commissioner Platt.

Approved 5-0-0

The Commissioners request the Harbormaster return with a list of dock design and construction companies.

2. Discussion and possible action on Vessel Demo Specialist

The commission had a discussion the vessel demolition specialist position and it was decided that the Harbormaster and Marina Manager should look into rental cost of heavy equipment

including trucks, trailers and excavators and what equipment would be necessary for the removal of vessels. The Harbormaster and Marina Manager are also going to investigate Hazardous Waste Operations and Emergency Response (HAZWOPER) trainings. The Harbormaster will also work with legal counsel to develop an equipment rental agreement that notes equipment failures are not the fault of, nor responsibility of the Harbor District to replace or refund.

3. Discussion and possible action on CLASS investments

After a discussion of the LIAF investment fund and the CLASS investment pool, the commission directed the Harbormaster not to proceed with CLASS investments.

4. Updates on Economic Development Department Grant

A general update was given on the Economic Development grant as we are half way through the project period and 51% spent down on the project. The commission should expect construction contracts for the develop of the infrastructure around the icehouse to be presented at the next meeting and the Harbormaster is working to set up delivery dates for the ice containers.

Staff Reports and Recommendations

BEVRI-Facilities Conditions Assessment

National Working Waterfront Conference

Fish to Fork Program

Matters from the Commissioners

Commissioner Downie spoke on the Salmon Disaster money being released to PMFC and asked about the Harbor District being eligible to receive funds. Commissioner Downie also asked about the Sanders Metal Works lease and requested the lease be brought to the March commission meeting.

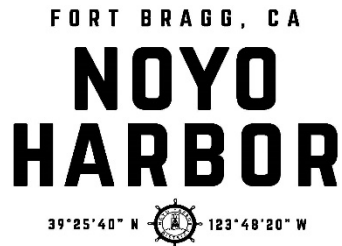
Commissioner Weaver thanked the commission for signing the Salmon letter and reported that Crescent City Harbor District and Humboldt County also sent in similar letters.

Vice Chair Shoemaker suggested reaching out to MCOG as they are in their 10 year panning process for road projects.

Attorney Report

None

Adjournment to the next regular meeting March 13th, 2025 at 7:47pm



Jim Hurst Richard Shoemaker Dan Platt Grant Downie Domenick Weaver Anna Neumann
Chair Vice Chair Commissioner Commissioner Commissioner Harbormaster

Noyo Harbor Commission Special Meeting Agenda

Thursday February 27th 2025 6pm

**Salmon Trollers Marketing Association,
19285 S. Harbor Drive, Fort Bragg, CA**

Call to Order at 6:00

Roll Call

Present: Commissioner Platt, Commissioner Weaver, Vice Chair Shoemaker, Chair Hurst

Absent: Commissioner Downie

Staff Present: Anna Neumann, Nick Savedra

Pledge of Allegiance

Public Comment on Non-Agenda Items

None

Consent Calendar

None

Conduct of Business

1. Discussion and possible action Resolution 2025-1

The Harbormaster led a discussion on the proposed USDA Rural Business Development Grant and requirement of Resolution 2025-1. The Harbormaster also presented the commission with a more detailed scope of work, timeline and the budget that had been developed for the grant project. Harbor commissioners had general questions about the program and Mary Makela spoke briefly about the what the property meant to her family and the work that had taken place there over the years.

The Harbormaster requested a change to the Resolution to note the match that the Harbor donate to the project and for the resolution to include the total project ask.

Motion was made to approve the resolution 2025-1 with changes requested by the Harbormaster. 1st Commissioner Platt 2nd Vice Chair Shoemaker. Approved 4-0-1

Staff Reports and Recommendations

Chair Hurst asked about the facilities conditions assessment that the Harbor District helped the City of Fort Bragg complete and the Harbormaster gave a quick update on the project.

Matters from the Commissioners

None

Attorney Report

Adjournment to the next regular meeting of March 13th 2025



Noyo Harbor District Agenda Item Summary

Meeting Date: 3/13/2025
Item Number: 1
Title: West Center FRP
Recommended Action: Approval or Recommendations

Analysis

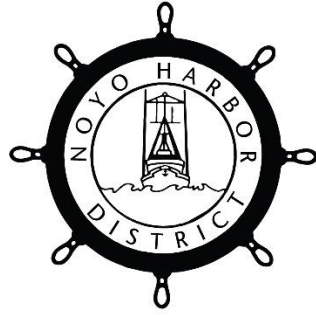
In response to the Stakeholder Report, West Center would like to release the following FRP to dig deeper into the fish processing concept for the Harbor District. The FRP would be completed as a part of the Economic Development grant and would assess the concept of fish processing from multiple perspectives. West Center would take the lead on this project.

Fiscal Impact

This will be incorporated into the Economic Development Grant

Attachments

Feasibility Analysis for a Fish Processing Center



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REQUEST FOR PROPOSALS

Feasibility Analysis for a Fish Processing Center

Issue Date: March 17, 2025

Proposal Due Date: April 7, 2025, 3:00 PM PST

I. Introduction

The Noyo Harbor District is seeking proposals from qualified consulting firms to conduct a Feasibility Analysis and Preliminary Construction Planning for the development of a fish processing center within the Noyo Harbor District. The intent of this study will be to assess the economic viability, regulatory requirements, and operational feasibility of the proposed facility.

II. Project Overview

The proposed fish processing center aims to:

- Increase value-added opportunities for commercial fishermen.
- Enhance economic sustainability for the harbor district.
- Improve local seafood availability for regional and national markets.

III. Scope of Work

The selected consultant will be responsible for delivering a comprehensive analysis that includes, but is not limited to:

1. Market Analysis

- Demand assessment for processed fish products (fresh, frozen, smoked, etc.).
- Competitor analysis: Existing processing centers and potential market gaps in the region.
- Pricing trends and distribution channels for locally processed fish.
- Assess environmental and permitting requirements.
- Consumer trends and preferences for sustainable seafood.

2. Financial Viability & Profit Margin Analysis

- From Fishermen's Perspective:
 - Estimated cost savings and revenue increases from local processing.
 - Analysis of dockside vs. off-site fish sales margins.
 - Impact of processing on operational expenses (fuel, labor, logistics).
 - Revenue Projections from Value-Added Processing:
 - **Packaging & Fresh Filleting:** Additional revenue per pound for portioned and vacuum-sealed products.
 - **Canning:** Increased shelf-life and premium pricing for specialty products like smoked canned salmon or tuna.
 - **Smoking & Curing:** Higher-margin for products such as smoked salmon, vs fresh fillets.
- From Harbor District's Perspective:
 - Potential lease revenue from processing facility tenants.
 - Utility, maintenance, and operational cost projections.
 - Cold Storage Revenue Projections:
 - Short-term storage fees for fishermen and seafood distributors.
 - Long-term leasing opportunities for seafood wholesalers.

- Blast freezing services for premium storage of high-value seafood.
- Funding opportunities (grants, public-private partnerships, investment incentives).

3. Permitting & Regulatory Analysis

The feasibility study must outline the permits required at the local, state, and federal levels, including:

- Federal Permits & Regulations:
 - U.S. Food and Drug Administration (FDA) – Seafood HACCP Compliance
 - Compliance with Hazard Analysis and Critical Control Point (HACCP) regulations for seafood safety.
 - FDA registration for seafood processing facilities.
 - U.S. Department of Agriculture (USDA) – Labeling & Inspection (if applicable for certain processed products).
 - Army Corps of Engineers – Section 10/404 Permits (if impacting navigable waters or wetlands).
- State Permits & Regulations (California):
 - California Department of Public Health (CDPH) – Processed Food Registration (PFR):
 - Required for businesses engaged in seafood processing, packaging, and storage.
 - California Department of Fish and Wildlife (CDFW) – Commercial Fish Business License:
 - Required for handling, processing, and selling commercial seafood products.
 - California Air Resources Board (CARB) – Air Quality Compliance:
 - Permits related to emissions from refrigeration, smoking, and processing operations.
 - California State Water Resources Control Board – Wastewater Discharge Permits:
 - Required if discharging processing water into municipal systems or directly into waterways.
- County & Local Permits:
 - County Health Department – Food Facility Permit:
 - Oversight of sanitation, food handling, and safety protocols for processing facilities.
 - County Environmental Health Division – Industrial Wastewater Permit:
 - If the facility generates and discharges wastewater into local treatment systems.
 - County Building & Zoning Permits:
 - Compliance with local zoning codes for food processing facilities.
 - Fire and safety permits for the operation of processing equipment.
 - Harbor District/County Business License:
 - Required for operating a commercial facility within the harbor jurisdiction.

4. Infrastructure & Site Analysis

- Suitability of available land or buildings for fish processing.
- Infrastructure upgrades required (power, water, cold storage, transportation access).
- Capital investment estimates and construction timelines.

5. Business Model Recommendations

- Ownership and operational structures (Harbor-run, co-op, private lease model).

- Potential partnerships with seafood distributors, restaurants, or retail outlets.
- Financial projections over a 5-10 year period.

6. Preliminary Facility Design & Construction Planning

- Development of conceptual site plans based on feasibility study findings.
- Identification of facility layout for optimal processing flow.
- Evaluation of potential facility sizes and capacity to meet market demand.
- Recommendations for sustainable design features and compliance with environmental regulations.
- Cost estimates for construction, utilities, and equipment procurement.

IV. Deliverables

The consultant must provide:

- A comprehensive feasibility report with key findings and recommendations.
- An executive summary outlining economic impact and viability.
- A presentation for stakeholders, including fishermen and harbor leadership.

V. Proposal Submission Requirements

Each proposal must outline specific tasks that will be undertaken, demonstrate the Consultant's approach and knowledge base, and explain the methodology that will be used to complete the tasks. At a minimum, the proposal should include the following components:

1. Summary of the qualifications of the consultant team
2. Understanding of the project's objectives
3. Detailed scope of services for Feasibility Study, including a narrative explaining each work task.
4. Key deliverables
5. Project timeline
6. Project budget
7. Consultant team members qualifications and their roles
8. List of references

Vi. EVALUATION OF PROPOSALS

Noyo Harbor District and West Center's advisory committee will be established to provide support for and oversight of consultant's work. Consultant should plan for coordinating with this committee prior to award of the contract.

Proposals will be evaluated on the following criteria:

- Expertise and understanding of the industry sector
- Past experience in developing the financial analysis in the scope of work
- Specialized knowledge of commercial fishing, and canning operations and its competitive assets
- Experience with business cost analysis within the blue economy sector
- Qualifications of staff assigned to project
- Quality of relevant references
- Cost Structure

VII. PROPOSAL SUBMISSION

- **RFP Release Date:** March 17, 2025
- **Proposal Submission Deadline:** April 7, 2025 By 3 PM
- **Selection Notification:** April 14, 2025
- **Project Completion Target:** July 15, 2025

Submit proposals via email to maryanne@westcenter.org;

Subject head: Noyo Harbor Feasibility Proposal_ <Company name of applicant>.

For inquiries and questions

Mary Anne Petrillo

Community Engagement Consultant

West Business Development Center

maryanne@westcenter.org

(510)504-3284

All eligible proposals will be reviewed and finalized by the Noyo Harbor / West Center advisory committee during the week of April 7, 2025. All agencies submitting proposals will be notified via email or mail on the status and the final selection no later than April 14, 2025.

If there is more than (1) one vendor for final consideration, the committee may require the final vendors to appear for a remote interview or provide additional information to determine the final selection.

Noyo Harbor District anticipates awarding a single contract to procure the services needed in by April 15, 2025 with the work to be completed by July 15, 2025. The anticipated budget for the Project range is approximately \$15k - \$25K and is subject to final terms negotiated under a professional services contract. West Center reserves the right to negotiate final terms with the successful proposer. West Center also reserves the right to negotiate amendments to the contract for additional market analyses or consulting related to the Project without conducting a new consultant solicitation process.

ABOUT Noyo Harbor District

The Noyo Harbor District in Fort Bragg, CA, is a vital hub for commercial fishing, recreation, and maritime industry along the Northern California coast. Home to a historic working waterfront, the harbor supports local fisheries, tourism, and the Blue Economy, while fostering sustainable marine practices and economic resilience in the region.

<https://noyoharbordistrict.org/> | 19101 S Harbor Dr. Fort Bragg, CA 95437 | (707) 964-4719

ABOUT West Business Development Center

West Business Development Center is a 501(c)(3) nonprofit organization funded primarily by the U.S. Small Business Administration (SBA). It provides reliable no-cost confidential counseling and relevant training programs to entrepreneurs throughout Mendocino and Lake County. West Center hosts the [Mendocino Small Business Development Center](#) and the [Mendocino Women's Business Center](#)

www.westcenter.org | Location: 345 N. Franklin St. Fort Bragg, CA | 707 964 7571



Noyo Harbor District Agenda Item Summary

Meeting Date: 3/13/2025
Item Number: 2
Title: Vessel Demo Job
Recommended Action: Approval or Recommendations

Analysis

Attached is the contracts that will be released with the notice inviting bids for the construction of the icehouse.

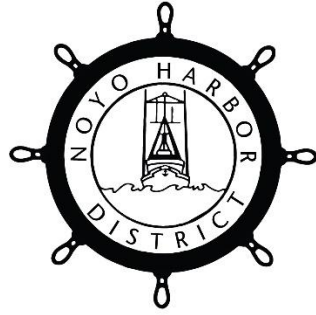
Currently the Harbormaster is working with North Star Ice and Get Moving to ensure the flake ice containers are on site for the contractor walk through. If all goes according to plan the contract will come back to the commission for approval on May 15th.

Fiscal Impact

Funded via Economic Development Grant

Attachments

Construction Contract



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**Construction Agreement
ICE HOUSE PROJECT**

**Noyo Harbor District
Fort Bragg, California**

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Agreement

This Agreement is dated as of the 6th day of June in the year 2024, by and between Noyo Harbor District (hereinafter called "District" and _____ called "Contractor").

District and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Work

Contractor shall complete the Work as specified or indicated in the District's Contract Documents entitled Noyo Harbor District Ice House Project. Quality control shall be performed and compliance with the Contract shall be verified by qualified professionals selected by the District or the District's representative.

To include the performance of all the work and the furnishing of all the labor, supplies, tools, and equipment to install the North Star Ice Equipment, demolish existing infrastructure, construct foundation, decking, electrical, connections to utilities including water, sewer, and stormwater.

Contractor has had an opportunity to thoroughly inspect the subject matter of this agreement. Contractor accepts the Work and is satisfied that it can complete the Work for the contract price. District shall be responsible for obtaining all required permits prior to Work commencing by Contractor.

Contractor is aware that the project is funded by the Employment Development Department of California, funding agency may at any and all reasonable times during the term of this Agreement, enter the Project area for purposes of inspecting the Project area and have the right to review the Contractor's records.

Article 2: Completion of Work

The Work shall be completed to the satisfaction of the District within **60 DAYS** from the commencement date stated in the Notice to Proceed. In no event, however, shall the Work to be performed under this contract be considered to be complete until all construction items called for as stated in *Article 1: Work* has been completed and the contract price paid in full.

Article 3: Liquidated Damages

- A. District and the Contractor recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the District will sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the District liquidated damages in the sum of One Thousand Dollars (\$1,000) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions except as otherwise provided by extension of time pursuant to Article 12 of the General Conditions. It is further understood and agreed in accordance with

California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

- B. Liquidated damages will continue to accrue at the stated rate until final completion of the Work. Accrued liquidated damages may be deducted by the District from amounts due or that become due to the Contractor for performance of the Work. Liquidated damages may not be waived or reduced by District unless expressly waived or reduced in writing by the Construction Manager.

Article 4: Prevailing Wages

- A. Pursuant to California Labor Code Section 1771, Contractor and any subcontractor shall pay all workers employed in execution of the Work in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the Work.
- B. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- C. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.
- D. Contractor and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. Contractor is responsible for ensuring compliance with this section.
- E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

Article 5: Contract Price

- A. District shall pay Contractor for completion of the Work the sum of \$_____, based on the bid price of same and in accordance with the Contract Documents.
- B. Notwithstanding any provisions herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the District current information requested on the "Vendor Information" form available from the District.
- C. In no case shall the total contract compensation exceed \$_____, without prior written authorization by the Harbormaster. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without the prior written authorization of the Harbormaster.

Article 6: Bonds

- A. Before entering upon the performance of the Work, the Noyo Harbor District shall cause the Contractor to furnish Performance, and Payment/Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price. These Bonds shall remain in effect at least until one (1) year after the date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents.
- B. The form of the Performance, Payment/Labor and Materials are provided by the District as part of the Contract Documents. Only such bond forms provided by the District are acceptable, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- C. If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the District.
- D. All Bonds required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required.

Article 7: Payment Procedures

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Construction Manager as provided in the General Conditions.

Article 8: Retention

- A. Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the District to ensure performance under

the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract.

- B. Alternatively, the Contractor may request and the District shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. The Contractor shall be responsible for paying all fees for the expenses incurred by the escrow account and all expenses of the District. These expenses and payment terms shall be determined by the District's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District, pursuant to the terms of this section. The Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure the performance of the Contractor.
- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.

Article 9: Contract Documents

The Contract Documents which comprise the entire agreement between the District and the Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Labor and Materials Bond
- Performance Bond
- General Conditions
- Supplementary General Conditions (if any)
- Special Provisions
- Addenda (if any)
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 9. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

Article 10: Changes in Work

Owner Directed Change Orders. The Owner may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Article.

Writing Requirement. Change orders and other amendments to the Contract Documents may be made only by writing executed by authorized representatives of the Owner and the Contractor.

Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the Owner and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the District and Construction Manager no later than the time of the proposed change.

All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the Owner. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, may be accomplished by the Time for Completion then in effect.

Change Order Pricing. Change order pricing will be governed by the following:

- Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.
- Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15) percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.
- **Liability Under Unapproved Change Orders.** The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the

performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 3. The Contractor will have all of the obligations and the Owner will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 3.

- **Changes Subject to Contract Documents.** Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, except as modified by such change orders or amendments.
- **Disputed District Directed Change Orders.** If the Contractor disputes an Owner directed change order following a reasonable effort by the and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the Owner, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the Owner to resolve the dispute, or within the time specified in the disputed District directed change order, whichever is later. In performing Work consistent with a disputed Owner-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
- **Disputed Contractor Proposed Change Orders.** If the Owner disputes a Contractor proposed change order, the Owner and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the Owner. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the Owner and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

Article 11: Insurance

Contractor and any subcontractor shall not commence work under this Agreement until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the District's Attorney as to form and carrier and the Harbormaster as to sufficiency, nor shall Contractor allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the Contractor and/or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

- 1. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability coverage
 - b. Insurance Services Office form number covering Automobile Liability, code 1 (any auto)
 - c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
- 2. Certificates naming Noyo Harbor District as additional insured shall be provided by Contractor's insurance provider

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- 1. General Liability: \$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 liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit)
- 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage
- 3. Employer's Liability: Bodily Injury by Accident, \$1,000,000 each accident; Bodily Injury by Disease, \$1,000,000; policy limit Bodily Injury by Disease, \$1,000,000 each employee
- 4. Bodily Injury or Death \$1,000,000 each person
 \$1,000,000 each occurrence
- 5. Property and Product Damage \$1,000,000 each occurrence
 \$1,000,000 aggregate
- 6. Fire Insurance 90% of the full insurable value of all insurable components of the Project

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; the State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of the Grantee and in respect to the Project, and this policy shall not be canceled without thirty (30) days prior written notice to Grantee; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The District, its officers, officials, employees, agents and volunteers, are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the District. All endorsements are to be received and approved by the District before work commences. As an alternative to the District's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Article 11: Indemnification

- A. Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, the District, their officers, officials, employees, agents, and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification by the Contractor shall include, but not be limited to, liability of claims:
1. Resulting directly or indirectly from the performance of the Work by the Contractor, its subcontractors, suppliers, laborers, employees, or agents and any other person, firm, entity, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity, or corporation who may be injured or damaged by Contractor in performance of this agreement;
 2. Resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, suppliers, laborers, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
 3. Arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought by or on behalf of such employees against the District and/or the Construction Manager;
 4. Arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor, its subcontractors, employees, or agents;
 5. Arising directly or indirectly from the use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;

6. Arising directly or indirectly from the breach of any warranties, whether express or implied, made to the District or any other parties by the Contractor, its subcontractors, employees, or agents;
 7. Arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
 8. Arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
 9. Arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, Suppliers, or any of their employees or agents; and
 10. Arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the District, Construction Manager, their consultants, sub consultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the Contractor's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the Work thereon.
- B. The Contractor shall reimburse the District for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said District in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Pursuant to California Public Contract Code Section 9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

Article 12: Disclaimer and Indemnity Concerning Labor Code Section 6400

By executing this agreement the Contractor understands and agrees that with respect to the Work, and notwithstanding any provision in this contract to the contrary, the Contractor, and/or its privities, including, without limitation, subcontractors, suppliers and others engaged by the Contractor in the performance of the Work shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither District nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400 with respect to the performance of the Work by the Contractor and/or its privities.

The Contractor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors, the District, its officials, officers, employees, agents, volunteers and consultants, on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor, including, without limitation, all losses, damages or penalties directly or indirectly resulting from exposure to hazards in performance of the Work in violation of the California Labor

Code. The Contractor shall indemnify, defend and hold harmless the District, its officials, officers, employees, agents, volunteers and consultants from and against any or all losses, liability, expense, claim costs (including costs of defense), suits, damages and penalties (including, without limitation, penalties pursuant to the California Labor Code) directly or indirectly resulting from exposure to hazards in performance of the Work in violation of the California Labor Code, except such liability or costs caused by the active negligence, sole negligence or willful misconduct of the District.

Article 13: Independent Contractor

It is understood and agreed that in the performance of this Agreement, Contractor (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the District. Contractor has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

Article 14: Subcontractors

Contractor must obtain the District's prior written consent for subcontracting any Work pursuant to this Agreement. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between Contractor and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name District as an additional insured.

Article 15: Compliance with Laws/Provisions

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

1.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not

demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

2.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

2.3 *Withholding for unpaid wages and liquidated damages.* The Noyo Harbor District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

2.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 2.1 through 2.4 of this section.

3. CLEAN AIR ACT

3.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

3.2 The contractor agrees to report each violation to the Noyo Harbor District and understands and agrees that the Noyo Harbor District will, in turn, report each violation as required to assure notification to the GRANT Administrator, and the appropriate Environmental Protection Agency Regional Office.

3.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT.

4. FEDERAL WATER POLLUTION CONTROL ACT

4.1 The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.2 The contractor agrees to report each violation to the Noyo Harbor District and understands and agrees that the Noyo Harbor District will, in turn, report each violation as required to assure notification to the GRANT Administrator, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT.

5. DEBARMENT AND SUSPENSION

5.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 This certification is a material representation of fact relied upon by Noyo Harbor District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Noyo Harbor District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

6.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

6.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. PROCUREMENT OF RECOVERED MATERIALS

7.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- 7.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 7.1.2 Meeting contract performance requirements; or
 - 7.1.3 At a reasonable price.
- 7.2 Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 7.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

8. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- 8.1 The Contractor agrees to provide Noyo Harbor District, GRANT representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 8.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 8.3 The Contractor agrees to provide the GRANT Administrators or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Article 16: Notices

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein.

Notice shall be given as follows:

District:	Harbormaster Noyo Harbor District 19101 S. Harbor Drive Fort Bragg, CA 95437
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Telephone: (707) 964-4719

Contractor:

Name
Contractor Company
Street Address
City, State, Zip

Article 17: Governing Law/Venue

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Mendocino.

Article 18: Non-Waiver

The District's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

Article 19: Third Party Beneficiaries

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

Article 20: Assignment

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

District and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 21: Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Article 22: Attorney's Fees

If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Article 23: Sole and Only Agreement

This Agreement constitutes the sole and only Agreement between the parties. Any agreements or representations not expressly set forth in this instrument are null and void.

Signatures Appear On Next Page

In Witness Whereof, District and Contractor have caused this Agreement to be executed the day and year first above written.

District

Contractor

By _____

(Corporate Seal)

Attest

Attest

Address for giving notices

Noyo Harbor District

19101 S. Harbor Drive

Fort Bragg, CA 95437

Address for giving notices

Company

Street

City, State, Zip

License No. _____

Approved as to Form:

Agent for service of process:

(Signature)

(Title)

End of Agreement

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Agreement Certificate

STATE OF CALIFORNIA (if Corporation)

_____) ss:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____ a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ President of the Corporation, be and is hereby authorized to execute the Agreement dated _____, 20____, by and between this Corporation and _____ and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

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Noyo Harbor District Agenda Item Summary

Meeting Date: 3/13/2025
Item Number: 3
Title: Large Trailer Purchase
Recommended Action: Approval or Recommendations

Analysis

As Sanders Metal Works is closing Justin Sanders has offered to sell the large vessel trailer to the Harbor District for \$5,000. The trailer can hold vessels up to 45ft and has been used in the past by contractors to remove large vessels as a part of our vessel removal programs. Purchasing the vessel would alleviate some of the issues that the District has as it completes their removal programs.

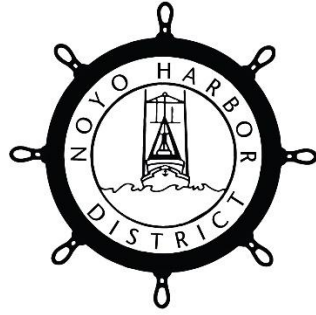
Fiscal Impact

\$5,000

Under our equipment purchase we have budgeted \$1,000.

Attachments





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Noyo Harbor District Agenda Item Summary

Meeting Date:	3/13/2025
Item Number:	4
Title:	Vessel Demo Job
Recommended Action:	Approval or Recommendations

Analysis

The Harbormaster and Jim Jackson have been working together to create the job contract for an occasional employee to help the harbor dismantle vessels.

A pay schedule for daily and weekly equipment is attached based on cost to rent similar equipment from Rental Places.

Fiscal Impact

Ideally hiring a vessel demo specialist will reduce the overall cost of vessel demolition and make the Harbor District more competitive for grant funds to dismantle vessels. Currently we are paying roughly \$40,000-\$60,000 per vessel under construction contracts to dispose of multiple vessels or \$20,000-\$30,000 for one time projects. Contractors usually can remove and dispose of a vessel within 48 hours and average dumpster fees are roughly \$2,000 per dumpster. The price per vessel is drastically increased by requiring contractor licenses, the mobilization cost of out of town contractors and the requirement to pay prevailing wages for employees. By completing this work in house, we will reduce overall expenses for these projects.

Attachments

Vessel Demo Job Description with Rates



Jim Hurst
Chair

Richard Shoemaker
Vice Chair

Dan Platt
Commissioner

Grant Downie
Commissioner

Domenick Weaver
Commissioner

Anna Neumann
Harbormaster

Vessel Demolition Specialist

The Noyo Harbor District is seeking to hire Vessel Demolition Specialist to be an occasional employee in the event an abandoned vessel requires abatement or a vessel is surrendered to the Harbor District by its owner. No hours are guaranteed through this position and work may take place at night, on weekends and outside of normal business hours.

Pay: \$40-60 per hour DOE

Use rental equipment to remove and abate vessel

Work with other harbor staff to ensure hazardous materials have been abated from the vessel

Work with other harbor staff to remove petroleum based products

Work with other harbor staff to coordinate dumpsters

Ideal employee should:

have experience in heavy equipment operations

have working knowledge of vessel abatement and/or vessel construction

have working knowledge of how to haul out vessel

If providing their own equipment the following rental rates will be followed additional equipment can be negotiated:

Type	Hourly	Daily	Weekly
Dump Truck 5YRD	\$80	\$600	\$3,000
15 Ton excavator	\$120	\$900	\$4,300



Noyo Harbor District Agenda Item Summary

Meeting Date: 3/13/2025
Item Number: 5
Title: CDBG
Recommended Action: Recommendations

Analysis

The County of Mendocino has \$600,000 in program income funds that they are making available for grant projects within the county that meet Community Block Development Grant project requirements. These project requirements focus on economic development, job retention or creation and housing. For this project the Harbormaster recommends we submit the Makela's property acquisition project. We are much more likely to receive funds from the county level than the Rural Business Development Grant funds submitted last week as that was a nation wide project.

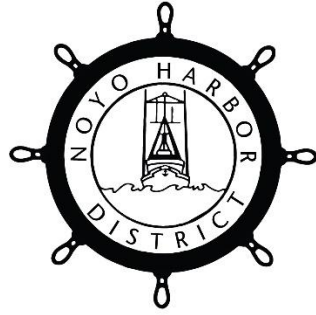
In addition to the Counties income funds the state has \$3.3 million available for other funding projects. This application would need to move through the county and is very competitive but the Harbormaster would like to build out a larger property acquisition project for the Salmon Trollers Marketing Association, Colbert and Katzeff property.

Property acquisition grants would be the best option for the Harbor District. Under the CDBG grant contracts any planning grant funds must lead to construction within 6 years or the project must repay 100% of the granted funds. A property acquisition grant would be a open and shut project.

Fiscal Impact

CDBG projects are 100% funded

Attachments



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Noyo Harbor District Agenda Item Summary

Meeting Date: 3/13/2025
Item Number: 6
Title: Prop 4
Recommended Action: NA

Analysis

Prop 4 funds and program are on the horizon and it is imperative that the Harbor District ensure that we are prepared to accept funds, have valid projects on hand and complete applications.

The Harbormaster pulled the following funding allocations from the Prop 4 text:

- (1) Three billion eight hundred million dollars (\$3,800,000,000) for safe drinking water, drought, flood, and water resilience programs, in accordance with Chapter 2 (commencing with Section 91000).
- (2) One billion five hundred million dollars (\$1,500,000,000) for wildfire and forest resilience programs, in accordance with Chapter 3 (commencing with Section 91500).
- (3) One billion two hundred million dollars (\$1,200,000,000) for coastal resilience programs, in accordance with Chapter 4 (commencing with Section 92000).
- (4) Four hundred fifty million dollars (\$450,000,000) for extreme heat mitigation programs, in accordance with Chapter 5 (commencing with Section 92500).
- (5) One billion two hundred million dollars (\$1,200,000,000) for biodiversity protection and nature-based climate solution programs, in accordance with Chapter 6 (commencing with Section 93000).
- (6) Three hundred million dollars (\$300,000,000) for climate-smart, sustainable, and resilient farms, ranches, and working lands programs, in accordance with Chapter 7 (commencing with Section 93500).
- (7) Seven hundred million dollars (\$700,000,000) for park creation and outdoor access programs, in accordance with Chapter 8 (commencing with Section 94000).
- (8) Eight hundred fifty million dollars (\$850,000,000) for clean air programs, in accordance with Chapter 9 (commencing with Section 94500). 90600. (a) An amount that equals not more than the lesser of 7 percent of the funds or twenty million dollars (\$20,000,000)

allocated for a grant program pursuant to this division may be used to pay the administrative costs of that program.

Depending on grant language and request for application for each program there appear to be several sections listed that the Harbor could ultimately apply for.

Fiscal Impact

Attachments

Staff Reports

Harbor Festival Planning

Anna, Nick and Aspen Logan from West Center have begun planning the Harbor Festival. This years festival will be hosted in S. Harbor rather than N. Harbor and have a strong focus on local seafood and the fishing community. While the last few years the festival has been fun, it wasn't the true celebration of the Harbor, rather just a good party. This year's festival will hopefully include a fish taco completion and fillet contest.