

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

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

A. Recitals.

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

B. Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Duties of the Parties:

- a. District shall assist the City in the preparation of a draft communications and engagement plan and a blue economy visioning, resiliency and implementation plan as more specifically described in Exhibit B to the Grant Agreement attached hereto as Exhibit A, including project management, outreach and coordination and development of the Noyo Harbor Blue Economy Visioning Resiliency and Implementation Plan.
- b. District shall participate in regularly scheduled meetings between City Administration and District’s Harbormaster Anna Neumann to discuss the implementation of the Project.
- c. City shall pay District an hourly rate of Seventy Dollars \$70.00 for services performed under this Agreement in amount not to exceed \$40,000. This obligation of the City is contingent on the receipt of funds under the Grant Agreement. City shall have no obligation to pay District using general funds.
- d. District shall submit to City monthly invoices detailing its services and the amount of time spent performing services under this Agreement.
- e. District shall comply with all provisions of the Grant Agreement that apply to subcontractors and/or consultants.

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

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

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

- i. By notice to the other party, either party may, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.

7. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement, or as a result of any duty, covenant, obligation or undertaking established herein.

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

CITY OF FORT BRAGG

Bernie Norvell, Mayor

ATTEST:

Cristal Munoz, Acting City Clerk

APPROVED AS TO FORM:

Keith F. Collins, City Attorney

NOYO HARBOR DISTRICT

ATTEST:

By: Jim Hurst, Chair

By: Anna Neumann, Harbormaster

APPROVED AS TO FORM:

Attorney James A. Jackson
Noyo Harbor District Counsel

EXHIBIT A
Grant Agreement