

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE REDWOOD COAST ENERGY AUTHORITY  
AND  
THE HUMBOLDT FISHERMEN’S MARKETING ASSOCIATION**

This Memorandum is entered into this 31<sup>st</sup> day of August, 2018 (“Effective Date”), by and between:

1. REDWOOD COAST ENERGY AUTHORITY (“RCEA”), a California Joint Powers Authority, having an office at 633 3<sup>rd</sup> Street, Eureka, CA, 95501, whose members include the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, and the Humboldt Bay Municipal Water District; and
2. HUMBOLDT FISHERMEN’S MARKETING ASSOCIATION, INC. (“HFMA”), a California nonprofit corporation, having an office at 3 Commercial Street, Eureka, CA 95501.

RCEA and HFMA are referred to herein either in singular as “Party” or in plural as the “Parties.”

**PREAMBLE:**

By creating access to economically priced renewable energy, renewable resource diversification, and enhanced economic activity in coastal areas, floating offshore wind energy development represents tremendous opportunity for the State of California. This is especially true of Humboldt County, where the wind resource offshore is particularly strong and Humboldt Bay is endowed with characteristics that make it well suited for harbor investment and utilization to support the deployment of offshore wind power systems.

The North Coast region is also home to a commercial fishing industry that provides sustainably-caught seafood to our community and many others. For many generations these commercial fisheries have provided a livelihood for local fishermen and their families, and it continues to be a key element of our region’s economy and local culture.

The Parties recognize that a viable commercial fishing industry is integral to the economy and culture of the North Coast and that the development of offshore wind energy will permanently impact the commercial fishing industry economically and culturally. They recognize that such development should be pursued in a manner that minimizes and mitigates impacts to fishing so that both endeavors can sustainably coexist for the benefit of our community.

## **AGREEMENT**

The Parties agree to cooperate and work together in good faith for the purpose of ensuring that the efforts of RCEA and its project partners to develop a floating offshore wind energy project off the coast of Humboldt County proceed in a way that effectively identifies, avoids, minimizes, and mitigates impacts to the commercial fishing industry to the greatest extent possible. As part of this agreement, the Parties agree to work together:

1. To maintain open and honest communication and to inform the other Party in a timely fashion of relevant developments that could affect or impact the goals of this agreement;
2. To identify and evaluate any potential impacts to commercial fishing interests associated with the offshore wind project's development, operation, and decommissioning, and to take reasonable steps to avoid and minimize those impacts;
3. To work together and with RCEA's development partners to negotiate a future agreement and/or processes to address and mitigate any impacts that cannot be avoided in ways that, to the extent possible, fairly consider the needs of all local fishermen (not just those that are currently members of HFMA), including the identification and stipulation of a sufficient permanent source of funding for such an agreement and/or process;
4. To seek out and cooperate as appropriate on mutually beneficial grant or public funding opportunities (such as for harbor infrastructure improvements) that are consistent with the goals of this agreement;
5. To coordinate and cooperate with state and other relevant officials in ways that advance the goals of this agreement;
6. To identify and reasonably address the additional needs of either party that may arise during the offshore wind project development process.

This Memorandum does not establish a joint venture, partnership, or business unit of any kind between the Parties, nor does it necessarily create a financial or subsequent legal obligation on behalf of either Party. Further, the Memorandum does not grant or create an exclusive right to negotiate between RCEA and HFMA; and either party is free to negotiate or explore similar agreements with other persons and entities.

## **GOVERNING LAW**

The substantive laws of the State of California shall govern this agreement and any questions concerning its validity, construction or performance, without regard to the conflicts of laws provisions thereof. The Parties agree to submit to the non-exclusive jurisdiction of the courts in California in relation to any dispute arising out of or in connection with this Agreement, whether based in contract, tort (including negligence) or otherwise.


## **TERM**

This Agreement shall commence on the Effective Date and terminate on the first to occur of any of the following events: (a) the passage of five years from the Effective Date; (b) the Parties mutual agreement to terminate this Agreement; (c) the Parties mutual agreement to supersede this Agreement with another form of legal agreement; (d) if either Party is placed into liquidation, bankruptcy, administration, receivership or any similar process; or (e) by material breach of a Party.

Signed (date): 8/31/18

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Humboldt Fishermen's Marketing Association  
Harrison Ibach, President  
3 Commercial Street  
Eureka, CA 95501



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Redwood Coast Energy Authority  
Matthew Marshall, Executive Director  
633 3<sup>rd</sup> Street  
Eureka, CA 95501