

**INTER-DEPARTMENTAL MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
HUMBOLDT COUNTY, COUNTY ADMINISTRATIVE OFFICE- ECONOMIC  
DEVELOPMENT DIVISION  
AND  
HUMBOLDT COUNTY DEPARTMENT OF AVIATION  
FOR FISCAL YEARS 2021-2022 THROUGH 2023-2024**

This Inter-Departmental Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Humboldt County Economic Development Division of the County Administrative Office, hereinafter referred to as “HCEDD” and the Humboldt County Department of Aviation, hereinafter referred to as “HCDA,” is made upon the following considerations:

WHEREAS the Humboldt County Board of Supervisors’ Strategic Framework includes initiatives and activities which support self-sustaining and vibrant ports of entry into the County and,

WHEREAS the County of Humboldt’s Comprehensive Economic Development Strategy (CEDs) references air service and transportation as being critical components of Humboldt County’s economic strategy and,

WHEREAS creating a financially independent airport and enhancing airport operations, including pursuing marketing, leasing and development opportunities for County owned airport property, has been part of the Board of Supervisors’ strategic framework and Vision for Humboldt County and,

WHEREAS the parties desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the administration of services by and between HCEDD and HCDA.

NOW THEREFORE, the parties hereto mutually agree as follows.

1. PURPOSE

HCDA and HCEDD enter into this Memorandum of Understanding (MOU) for Project SOAR (Sourcing Opportunities for new Airport Revenues) for the enhancement and improvement of economic autonomy and sustainability for the California Redwood Coast - Humboldt County Airport (ACV) and other County operated airports located throughout the county.

2. RIGHTS AND RESPONSIBILITIES OF HCEDD

- a. HCEDD shall provide up to thirty (30) hours per month of staff support to HCDA. Staff support shall be at Economic Development Specialist or Economic Development Coordinator level (as assigned by the HCEDD Director). Under the direction of the HCDA Director, the assigned Economic Development staff will perform the services as outlined in Exhibit B to this MOU titled Scope of Services.
- b. The two departments agree to assign staff to meet at least once per week for one (1) hour to discuss strategies, services, and progress under this agreement. The parties agree to keep each other informed and apprised of activity outside of this agreement which may impact or effect the services thereof. Where clarity is lacking in this agreement added provisions shall be created by mutual agreement between the parties.

3. DATA COLLECTION AND SUBMISSION

The parties shall exercise discretion to maintain and provide to each party pertinent data and

performance metrics which are related to the responsibilities and services as described herein.

4. TERM

This MOU shall be effective August 1, 2021 and shall remain in full force and effect until June 30th, 2024, unless sooner terminated as provided herein.

5. COMPENSATION:

a. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.

b. Additional Services. Any additional services not otherwise provided for herein shall not be compensated by HCDA. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of HCEDD. HCEDD shall notify HCDA, in writing, at least six (6) weeks prior to the date upon which HCPBD estimates that the maximum payable amount will be reached.

6. PAYMENT:

HCEDD shall submit to HCDA quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU by the tenth (10<sup>th</sup>) day of each calendar quarter. HCEDD shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Invoices shall be in a format approved by the HCEDD Director and the Humboldt County Purchasing Team, and shall include, without limitation, the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices.

7. CONTACT INFORMATION

For HCEDD:  
Humboldt County Economic Development Division  
Attention: Division Director  
825 5<sup>th</sup> Street #112  
Eureka, California 95501

For HCDA:  
Humboldt County Department of Aviation  
Attention: Department Director Cody Roggatz  
3561 Boeing Ave.  
McKinleyville, CA 95519

8. REPORTING REQUIREMENTS

a. General Reporting Requirements. HCEDD agrees to provide HCDA with any and all reports that may be required by the FAA and/or other state or Federal aviation agencies for compliance with this MOU. HCDA shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations, and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the

format required by the State of California as appropriate.

- b. Quarterly Progress Reports. HCEDD shall prepare quarterly progress reports which include, without limitation, the types, length, and cost (hours) of services provided under this MOU. Any and all quarterly progress reports prepared pursuant to the terms and conditions of this MOU shall be submitted to HCDA in electronic and hardcopy.

**9. DISPUTE RESOLUTION:**

Should either party be found deficient in any aspect of performance under this MOU or fail to perform under the agreed standards, the deficient party will have the responsibility of submitting a proposed corrective action plan to the other party. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within 45 days after notification of deficiencies by the other party. Should the deficient party fail to present a corrective action plan as required or take appropriate corrective action, this MOU will automatically terminate.

**10. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:**

- a. General Legal Requirements. Each party agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- b. Conflict with Federal regulations. Any portion of this MOU violating federal requirements related to the HCDA’s obligations and Grant Assurances as an airport receiving federal funding shall be set aside.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

**HUMBOLDT COUNTY DEPARTMENT OF AVIATION:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cody Roggatz, Director

**HUMBOLDT COUNTY ADMINISTRATIVE OFFICE- ECONOMIC DEVELOPMENT DIVISION:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Administrative Officer

**LIST OF EXHIBITS:**

- Exhibit A – Schedule of Rates
- Exhibit B – Scope of Services

**EXHIBIT A**  
**SCHEDULE OF RATES**

1. Up to 30 hours per month for services rendered under this MOU shall be paid for and from the General Fund Allocation which is given annually to HCEDD.
2. For work performed in *excess* of 30 hours, (which shall receive prior approval from parties to this MOU) HCDA shall reimburse HCEDD at the rate of \$65.00 per hour, plus expenses (mileage, printing, supplies, etc.).
3. For fully executed (signed, permitted, certificate of occupancy, and open for operation) commercial leases wherein HCEDD provided material guidance and assistance under the services described in this MOU, HCDA shall pay HCEDD at a rate of 2% of the total gross rental revenues of the first and initial term of the lease (paid annually, post rent receipt).
4. For executed (completed, permitted, certificate of occupancy) development projects wherein HCEDD provided material guidance and assistance under the services described in this MOU HCDA shall pay HCEDD at a rate of 2% of the total gross project revenues of the first term of the lease (post revenue receipt). Where no recurring revenue is generated, but where development of property has a onetime measurable and direct economic payout or impact to HCDA (such as a property sale or development fee paid to HCDA), HCDA shall pay a flat development fee equal to 1% of the project.

**EXHIBIT B**  
**SCOPE OF SERVICES**

I. HCEDD shall provide staff support to aid and assist in the following program areas (below). Under the direction of the HCDA Director the assigned Economic Development staff will:

**1. Airport Marketing, branding, and promoting.**

- a. Work with HCDA staff, airline, and aviation stakeholders to develop and promoting new and existing air service and offerings.
- b. Assist HCDA staff in recruiting new airlines, aviation, and non-aeronautical services.
- c. Assist HCDA staff in orchestrating and managing airport marketing efforts and events.
- d. Assist HCDA staff with development of an in terminal, revenue generating, marketing program. Revenue generation shall follow the rate schedule terms below.
- e. Assist HCDA staff with re-development of the HCDA's website, including linking the HCDA website to the HCEDD's website and HCEDD's website to HCDA's website, and associated marketing efforts.

**2. Commercial Lease Assistance**

*For space available for lease which is located inside the terminal. Hanger space excluded.*

- a. Engage with the business and brokerage community to identify, solicit, recruit, and qualify prospect lessees.
- b. Assist HCDA with development, processing, and analysis of Requests for Proposals (RFPs), Request for Qualifications (RFQs), and/or similar measures.
- c. Assist HCDA and other County staff in negotiating and drafting tenant leases.
- d. Assist HCDA in marketing and promoting leasehold opportunities located inside the airport terminal.

**3. Development assistance**

*For commercially zoned undeveloped airport parcels to be developed for commercial, industrial, or retail (non-aeronautical) use.*

- a. Engage with the business and brokerage community to identify, solicit, recruit, and qualify prospect lessees.
- b. Provide concierge service to act as a liaison between project developer/contractor and County and State entitlement agencies (i.e., such as the Humboldt County Planning and Building, Humboldt County Planning Commission, Humboldt County Division of Environmental Health, etc.)
- c. Assist HCDA and other County staff in negotiating development agreements.
- d. Participate in Airport Planning efforts as it relates to potential aeronautical and non-aeronautical development.

**4. Supervision of personnel**

Staff provided by HCEDD and who are performing services under this agreement will report to the HCDA Director for program and project guidance (i.e. as it relates to services provided in this MOU) but shall continue to operate under the supervision and purview of the HCEDD Director. Staff time worked to provide services under this MOU shall be tracked and recorded in accord with the established time tracking and cost allocation policies and procedures of HCEDD.

## II. **Services under this MOU – HCDA**

HCDA shall provide reciprocal support to HCEDD by:

1. Allowing HCEDD to use airport facilities to promote and conduct economic development activity related to the County's Comprehensive Economic Development Strategy (CEDS) to conduct meetings with stakeholders, for promotional activities and for advertising economic development strategies and opportunities (as approved by the HCDA Director).
2. Keeping HCEDD apprised of service, facility and aviation activity which may influence planning and outcomes of county economic development strategies under the purview of HCEDD.
3. Allowing HCEDD to engage and participate in Aviation events, activities, and meetings where there is potential for direct benefit under the County's Comprehensive Economic Development Strategy (CEDS).
4. Participating in Economic Development business recruitment and attraction meetings, conferences, trade shows and seminars where aviation service, facilities may be a deciding factor in attracting or recruiting a business/employer to the area.