

HUMBOLDT COUNTY BOARD OF SUPERVISORS

NONAGENDA ITEM REQUEST

(Please complete all blanks)

DATE: January 23, 2017

TO: CLERK OF THE BOARD OF SUPERVISORS

SEE ACTION SUMMARY

FROM: Thomas K. Mattson, Director of Pubic Works

1. It is requested that the following nonagenda matter be heard at the meeting of 01/24/17.
(enter date)

SUBJECT: Emergency Detour Road Agreement with Humboldt Redwood Compancy, LLC

2. This item requires immediate Board action, because (check one, and explain below what circumstances occurred that require Board action after current agenda was posted and/or why an "emergency situation" exists):

XX An emergency situation exists as defined in Note 1 (a) below.
 The need to take action arose after the current agenda was posted.
 The item was posted as described in Note 1 (c) below.

EXPLANATION: Shively Road is closed due to a slip out. This agreement will allow for public access while a seasonal detour is constructed.

RECOMMENDED BOARD ACTION: Authorize the Director of Public Works to sign the attached agreement.

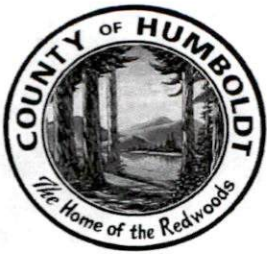
SUPERVISOR'S SIGNATURE: *Virginia Bass*

NOTE:

1. The Board may not take action on nonagenda items unless the Board:
- (a) Determines by a majority vote that an "emergency situation" exists (now defined by statute as a work stoppage or other activity which severely impairs public health, safety or both, or a crippling disaster which severely impairs public health, safety or both); or
 - (b) Determines by at least 4 votes when 5 members are present, 3 votes if 4 members are present, or 3 votes if 3 members are present, that the need to take action arose after the agenda was posted; or
 - (c) Determines that the item posted, as provided by law, for a prior meeting of the Board which occurred not more than five (5) calendar days before the date of the meeting at which action is to be taken, and at the prior meeting the item was continued to the meeting at which the action is to be taken.
2. Any Supervisor may request that consideration of a nonagenda item be deferred to a future regular agenda in the absence of a finding by the majority of board members present that circumstances necessitate immediate action on the item. Any item so deferred must be described on the regular agenda for the future meeting to which the item is deferred and shall be posted as required by law.

Approval of CAO *Amey N. Sen*

Approval of County Counsel *SM*




COUNTY OF HUMBOLDT

AGENDA ITEM NO.

For the meeting of: January 24, 2017

Date: 1/23/2017

To: BOARD OF SUPERVISORS

From:  Thomas K. Mattson, Public Works Director

Subject: Resolution Calling for the Emergency Use of Private Logging Roads in the Shively and Larabee Area and the Emergency Detour Road Agreement with Humboldt Redwood Company, LLC.

RECOMMENDATION(S): That the Board of Supervisors:

1. Adopt Resolution No. 17-12, calling for the emergency use of private logging roads by the residents of the Shively and Larabee areas for a temporary period (4/5 vote required);
2. Authorize the Director of the Humboldt County Department of Public Works to sign and execute the attached Emergency Detour Road Agreement with Humboldt Redwood Company, LLC.

SOURCE OF FUNDING: Road Fund -1200325

DISCUSSION: On January 21, 2017, Shively Road (County Road # C4F012) completely slid out and became unusable as a public road by the traveling public. The only alternative for ingress and egress to the Shively and Larabee areas was to request permission from Humboldt Redwood Company, LLC, to temporarily designate their logging roads as emergency detour roads for the traveling public. Once Shively Road is repaired and can be once again used as a public thoroughfare, the attached emergency detour road agreement will be terminated.

The attached Emergency Detour Road Agreement, to maintain and/or repair the detour roads and routinely remove trash and refuse from the roads throughout the term thereof. The attached Emergency Detour Road Agreement also requires the county to surrender the detour roads in as good condition as they were in when initially accepted for temporary use by the public.

Prepared by Art Reeve

CAO Approval TLER KC

REVIEW:

Auditor _____ County Counsel Sm Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

☐ Consent
☒ Departmental
☐ Public Hearing
☐ Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bdm
Seconded by Supervisor Wilson
And unanimously carried by those members present,
The Board hereby adopts the recommended action
contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Dated: Jan. 24, 2017
Kathy Hayes, Clerk of the Board

Meeting of: _____

By: [Signature]

The attached Emergency Detour Road Agreement is considered a project under the California Environmental Quality Act ("CEQA"). This project is categorically exempt from environmental review pursuant to Section 15301 – Existing Facilities and Section 15304 – Minor Alterations to Land of the CEQA Guidelines, and the application of this categorical exemption is not barred by one of the exceptions set forth in Section 15300.2 of the CEQA Guidelines. A Notice of Exemption is included in Attachment 3.

The recommended action supports the Board's Strategic Framework by creating opportunities for improved safety and health and protecting vulnerable populations.

FINANCIAL IMPACT: County is responsible for the maintenance of Humboldt Redwood Company's road, when open to the public.

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to adopt the attached resolution or approve the attached Emergency Detour Road Agreement. This option is not recommended since the attached resolution and agreement provides temporary public access for the residents of Larabee and Shively until the Shively Road is repaired, not approving this agreement will leave those residents without ingress and egress to their homes and properties.

ATTACHMENTS:

1. Resolution No. 17-12 calling for an emergency detour for the traveling public on private logging roads in the Shively and Larabee area
2. Emergency Detour Road Agreement
3. Notice of CEQA Exemption

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of January 24, 2017

RESOLUTION NO. 17-12

RESOLUTION CALLING FOR THE EMERGENCY USE OF PRIVATE LOGGING ROADS IN THE SHIVELY AND LARABEE AREA AND THE EMERGENCY DETOUR ROAD AGREEMENT WITH HUMBOLDT REDWOOD COMPANY, LLC

WHEREAS, on January 21, 2017, the public lost use of Shively Road, County Road, No. C4F012, due to land subsidence resulting from heavy rain fall; and

WHEREAS, Humboldt Redwood Company, LLC represents and warrants that it holds fee title to logging roads that can be used by residents of the Shively and Larabee areas to bypass the land slide on Shively Road; and


WHEREAS, pursuant to California Streets and Highway Code Section 969.5, the County of Humboldt desires to temporarily designate said logging roads as emergency detour roads ("Detour Roads") for temporary use as a public road to allow residents of the Shively and Larabee areas to access and leave their homes; and

WHEREAS, County of Humboldt and Humboldt Redwood Company, LLC have prepared and Emergency Detour Road Agreement, which sets forth the rights and responsibilities of each party regarding the temporary public use of the Detour Roads.

NOW, THEREFORE, BE IT RESOLVED by this Board of Supervisors as follows:

1. That said Board of Supervisors hereby determines that general county interest demands the repair of a road in the Shively and Larabee area owned by Humboldt Redwood Company, LLC;
2. That the Director of Public Works is hereby authorized to execute the Emergency Detour Road Agreement with Humboldt Redwood Company, LLC; and
3. That upon execution of the Emergency Detour Road Agreement, the Humboldt County Department of Public Works is authorized to proceed with maintenance and repairs of said roads in like manner of maintenance and repairs of a County Road.

Dated: January 24, 2017


VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bohn, seconded by Supervisor Wilson, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA

Certified copy of portion of proceedings, Meeting of January 24, 2017

RESOLUTION NO. 17-12

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL

Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

**EMERGENCY DETOUR ROAD AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT REDWOOD COMPANY, LLC.**

This Agreement, entered into this 24th day of January, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt Redwood Company, LLC., a Delaware limited liability company, hereinafter referred to as "OWNER," is made upon the following considerations:

WHEREAS, on January 21, 2017, the public lost use of Shively Road, County Road, No. C4F012, due to land subsidence resulting from heavy rain fall; and

WHEREAS, OWNER represents and warrants that it holds fee title to logging roads, described more particularly hereinafter, and as such has the exclusive right to enter into this Agreement; and

WHEREAS, pursuant to California Streets and Highway Code Section 969.5, COUNTY desires to temporarily designate said logging roads as emergency detour roads ("Detour Roads") for temporary use as a public road; and

WHEREAS, on January 24, 2017, the Humboldt County Board of Supervisors, by four-fifths (4/5) vote, adopted a resolution that approved the public use of the Detour Roads for the temporary period, as required by California Streets and Highway Code Section 969.5; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the temporary public use of the Detour Roads.

NOW THEREFORE, the parties mutually agree as follows:

1. RIGHTS AND OBLIGATIONS OF OWNER:

- A. **Use of Premises.** OWNER agrees that the Detour Roads may be used and maintained by COUNTY as a public road, subject to the provisions of this Agreement. Any gates which OWNER has installed across said roads shall be open at all times during the term of this Agreement. No new gates shall be constructed by OWNER across the Detour Roads during the term of this Agreement.
- B. **Ownership of Premises.** It is expressly understood by the parties hereto that this Agreement does not in any way indicate any intent of OWNER to sell, or of COUNTY to purchase, the Detour Roads at any future date and this Agreement shall not commit OWNER in any way other than to dedicate the Detour Roads to public use for a temporary period. Upon the expiration or termination of this Agreement, the Detour Roads shall revert to OWNER with no resulting impairment of OWNER's right and title to the Detour Roads which existed prior to the execution of this Agreement.
- C. **Provision of Necessary Documents.** OWNER hereby agrees to provide COUNTY, upon request, any and all documents that are deemed necessary for the satisfactory performance of COUNTY's duties and obligations hereunder.
- D. **Notice of Violation of Legal or Contractual Requirements.** OWNER hereby acknowledges and agrees that, to the best of OWNER's knowledge, COUNTY is not in violation of any

local, state and federal laws, regulations or contractual requirements regarding the public use of the Detour Roads. If during the term of this Agreement, OWNER is notified of any violation of such local, state or federal laws, regulations or contractual requirements, OWNER shall promptly notify the COUNTY of such violation.

2. RIGHTS AND OBLIGATIONS OF COUNTY:

- A. **Legal and Contractual Compliance.** During the performance of its duties and obligations hereunder, COUNTY shall comply with the requirements of any and all applicable local, state and federal laws, regulations and contractual requirements, including, without limitation, all of the following:
1. The Final Environmental Impact Statement/Environmental Impact Report and Habitat Conservation/Sustained Yield Plan for Headwaters Forest Project, dated January 1999.
 2. Any and all Implementation Agreements regarding the Habitat Conservation Plan(s) for the properties of OWNER by and between the United States Fish and Wildlife Service, the National Marine Fisheries Service, the California Department of Fish and Wildlife ("CDFW"), the California Department of Forestry and Fire Protection, including, without limitation, the agreements assumed by OWNER in the reorganization of the Pacific Lumber Company, Scotia Pacific Lumber Company and Salmon Creek Corporation dated February 1999.
 3. Any and all Habitat Conservation Plans for the properties of OWNER, including the Habitat Conservation plan of February 1999 that was assumed by OWNER in the reorganization of Pacific Lumber Company, Scotia Pacific Lumber Company and Salmon Creek Corporation.
 4. Any and all Streambed Alteration Agreements regarding the properties of OWNER, including, without limitation, the Streambed Alteration Agreement regarding the Pacific Lumber Company Habitat Conservation Plan by and between CDFW, Pacific Lumber Company and Salmon Creek Corporation dated February 1999 that was assumed by OWNER in the reorganization of Pacific Lumber Company and Salmon Creek Corporation.
- B. **Maintenance.** During the term of this Agreement, COUNTY shall be solely responsible for the maintenance and/or repair of the Detour Roads. Prior to the performance of any maintenance and/or repair work on the Detour Roads, COUNTY shall consult with OWNER to ensure planned maintenance and/or repair work is in compliance with the OWNER's legal and contractual obligations, and does not conflict with OWNER's use of the Detour Roads. COUNTY shall have authority to install and maintain on the Detour Roads, such safety devices and measures which are deemed to be essential. Any compliance with local, state or federal road requirements pertaining to the performance of maintenance and/or repair work on the Detour Roads will be the sole responsibility of COUNTY. COUNTY shall not be responsible for maintenance and repair of the Detour Roads once public use thereof ceases.
- C. **Solid Waste Removal.** COUNTY shall routinely inspect the Detour Roads for trash and refuse at least every month throughout the term of this Agreement, and shall remove all trash and refuse on or near the road within thirty (30) days from the time of discovery.
- D. **Interference with OWNER's Use of the Premises.** COUNTY shall not limit, hinder or otherwise interfere with OWNER's use of the Detour Roads for any purpose.

- E. **Surrender of Premises.** Upon expiration or termination of this Agreement, COUNTY shall surrender the premises to OWNER in the same condition as when it was initially accepted.

3. **TERM:**

This Agreement shall begin on January 22, 2017 and shall remain in full force and effect until Shively Road, County Road No. C4F012, is repaired and can be once again used as a public road, unless sooner terminated as provided herein.

4. **TERMINATION:**

- A. **Breach of Contract.** Either party may immediately terminate this Agreement in the event that the other party materially defaults in performing any obligation under this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein.
- B. **Without Cause.** This Agreement may be terminated by COUNTY or OWNER without cause upon thirty (30) days advance written notice. Such notice shall include the effective date of the termination.
- C. **Termination for Insolvency.** Either party may terminate this agreement immediately upon receiving written notice of any action taken by or against the other party under any insolvency or bankruptcy proceeding, including, without limitation, the appointment of a receiver to take possession of all, or substantially all of the other party's assets or a general assignment by the other party for the benefit of creditors.
- D. **Road Damage.** Either party may terminate this Agreement upon seven (7) days advance written notice, in the event the Detour Roads become damaged due to fire, flood, earthquake or any other natural disaster.
- E. **Effect of Termination for Breach.** In the event of any termination of this Agreement due to the breach of either party, the non-breaching party shall be entitled to pursue any and all rights and remedies provided by law.

5. **NOTICE:**

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be deemed effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Either party may change its address for notice at any time by giving written notice of such change to the other party in the manner set forth herein.

COUNTY: Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Director of Department of Public Works
1106 Second Street
Eureka, California 95501

OWNER: Humboldt Redwood Company, LLC.
Attention: Ben Hawk, Forest Manager
P. O. Box 712
Scotia, California 95565

6. **RECORD RETENTION:**

Each party hereby agrees to timely prepare accurate and complete records relating to the performance of its duties and obligations hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

7. **CONFIDENTIAL INFORMATION:**

In the performance of this Agreement, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information received hereunder in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

8. **NON-DISCRIMINATION COMPLIANCE:**

In connection with the execution of this Agreement, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

9. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

By executing this Agreement, OWNER certifies that it is not a Nuclear Weapons Contractor, in that OWNER is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. OWNER agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if OWNER subsequently becomes a Nuclear Weapons Contractor.

10. **INDEMNIFICATION:**

- A. **Mutual Indemnity.** Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. **Comparative Liability.** Notwithstanding Paragraph A above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.

- C. **Effect of Insurance.** Acceptance of the insurances required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the performance of the duties and obligations set forth herein regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification to be provided by either party.

11. INSURANCE REQUIREMENTS:

- A. **General Insurance Requirements.** Without limiting either party's indemnification obligations set forth herein, each party will maintain, throughout the term of this Agreement, at its own expense, any and all appropriate insurance coverage or self-insurance to cover all of its operations, including, without limitation, comprehensive general liability, comprehensive automobile, workers' compensation and professional liability – error omission policies, in the amount of One Million Dollars (\$1,000,000.00) for each individual policy.
- B. **Insurance Notices.** Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Director of Department of Public Works
1106 Second Street
Eureka, California 95501

OWNER: Humboldt Redwood Company, LLC.
Attention: Ben Hawk, Forest Manager
P. O. Box 712
Scotia, California 95565

12. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant employee, partnership, joint venture or any other similar association. Both parties agree that neither party shall be entitled to any benefits to which the other party's employees are entitled, including, without limitation, overtime, retirement benefits, leave benefits or workers' compensation. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees and volunteers.

13. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

Each party agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and permits applicable to the public use of the Detour Roads. Each party further agrees to comply with all applicable local, state and federal licensure and certification requirements.

14. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and/or federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall

be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

15. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or contract referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

16. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

17. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

18. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

19. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

20. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

21. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

22. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

23. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews.

24. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other for the alleged failure of the other to perform or keep any provision of this Agreement to be performed, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include costs and fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

25. SURVIVAL:

The duties and obligations of the parties set forth in Section 6 – Record Retention, Section 7 – Confidential Information and Section 10 – Indemnification shall survive the expiration or termination of this Agreement.

26. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

27. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

28. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. COUNTERPARTS AND SIGNATURES:

This Agreement may be executed in separate counterparts, by either an original signature, signature transmitted by facsimile transmission or signature by transmitted by email attachment or other similar process. Each copy so executed shall be deemed to be an original and all copies so executed shall constitute one and the same agreement.

31. ENTIRE AGREEMENT:

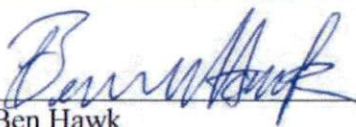
This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

32. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

HUMBOLDT REDWOOD COMPANY, LLC.:

By: 
Ben Hawk
Forest Manager

Date: 1-23-2017

COUNTY OF HUMBOLDT:

By: _____
Thomas K. Mattson
Director, Department of Public Works
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
January 24, 2017)

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS REVIEWED AND APPROVED:

By: _____
Risk Management

Date: _____

HUMBOLDT COUNTY

NOTICE OF EXEMPTION

To: Humboldt County Clerk/Recorder
825 5th Street, 5th Floor
Eureka, CA 95501
707-445-7593

From: Humboldt County Public Works
1106 Second St.
Eureka, CA 95501
707-445-7741

Project Title: Shively Road Emergency Detour Road Agreement

Project Location - Specific: Humboldt Redwood Company (HRC) logging road near the community of Shively. Detour begin at intersection of Shively Road (County Road #C4F012) near PM 3.5

GPS Coordinates: Latitude 40.454801°

Longitude -124.023507°

Description of Nature, Purpose, and Beneficiaries of Project:

Significant winter storms of January 2017 caused a portion of Shively Road to fail thus necessitating the closure of the roadway. In order to provide essential services to the communities of Shively and Larabee, the County plans to establish an emergency Agreement with Humboldt Redwood Company (HRC) to use their private logging roads as a detour. During the term of this Agreement, the County shall be solely responsible for the maintenance and/or repair of the detour roads. This Agreement shall begin on January 22, 2017 and shall remain in full force and effect until Shively Road, County Road No. C4F012, is repaired and can be once again used as a public road unless sooner terminated as per Agreement.

Name of Public Agency Approving Project: Humboldt County Public Works Department

Name of Person or Agency Carrying Out Project: Humboldt County Public Works Department

Exempt Status: *Emergency: Section 15269* (a) ☐ (b) ☒ (c) ☐ (d) ☐

Reason why project is exempt:

Emergency repairs to publicly or private owned serviced facilities necessary to maintain service essential to the public health, safety or welfare.

Contact Person: Arthur Reeve

Email: AReeve@co.humboldt.ca.us

Telephone: 707-445-7421

Arthur Reeve

Digitally signed by Arthur Reeve
DN: cn=Arthur Reeve, o=Humboldt County Public Works,
ou=Deputy Director, email=AReeve@co.humboldt.ca.us, c=US
Date: 2017.01.23 15:18:13 -08'00'

Signature of Humboldt County Representative

Andrew Bundschuh

Printed Name

NOE Received / Posted Through (Stamp Below)

Title Environmental Compliance Manager **Date Signed** January 23, 2017