

MEMORANDUM OF UNDERSTANDING BETWEEN THE HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS & THE CITIES OF ARCATA, BLUE LAKE, EUREKA, FERNDALE, FORTUNA, RIO DELL, TRINIDAD AND THE COUNTY OF HUMBOLDT TO FUND A REGIONAL STAFF POSITION TO OVERSEE THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN

This memorandum of understanding to fund a Regional Climate Program Manager position (“Agreement”) is made between the Humboldt County Association of Governments (“HCAOG”) and the cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad and the County of Humboldt (“County”), referred to in this Agreement individually as an “Agency” or a “Party” and collectively as the “Agencies” or the “Parties.”

**RECITALS**

WHEREAS, the Agencies developed a regional Climate Action Plan (CAP) for the reduction of greenhouse gas emissions; and

WHEREAS, the Regional Climate Action Plan and a final environmental impact report were completed by the County and adopted by its Board of Supervisors on December 16<sup>th</sup>, 2025; and

WHEREAS, the Regional Climate Action Plan calls for the creation of a Regional Climate Committee and a Regional Climate Program Manager position to lead and coordinate the implementation of the Regional Climate Action Plan; and

WHEREAS, a Regional Climate Program Manager position would provide for regional efficiencies and cost-savings in completing the work outlined in the Regional Climate Action Plan; and

WHEREAS, the Agencies wish to create the Regional Climate Program Manager position within an existing Joint Powers Authority that represents all Agencies; and

WHEREAS, at its January 15, 2026 Board Meeting, the HCAOG Board directed staff to proceed with creating a Regional Climate Program Manager role at HCAOG, and

WHEREAS, the Board direction included developing and executing a cost sharing agreement for Agencies to pay for their proportional share of a Regional Climate Program Manager position;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

- 1. Recitals.** The above recitals are true and correct and incorporated herein by this reference.
- 2. Cost Sharing.**

- 2.1.** HCAOG agrees to form the Regional Climate Committee and create a regional Climate Program Manager position within the agency.
- 2.2.** HCAOG shall have sole discretion to negotiate the Climate Program Manager's salary and other benefits of employment.
- 2.3.** The term "Cost" as used in this Agreement means the fully burdened cost of the Climate Program Manager position and includes, but is not limited to, the employee's salary in accordance with the salary schedule attached to this Agreement as Exhibit A and incorporated herein by this reference (the "Salary Schedule"); the employee's retirement and insurance benefits; anticipated overhead expenses for the position, including travel expenses and equipment; and the cost of climate progress tracking software.
- 2.4.** Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad and the County (the "Member Agencies") shall share the Cost of the Regional Climate Program Manager position. HCAOG shall apportion the Cost to each Member Agency in proportion to the agency's share of the regional population. No agency shall pay more than the amount shown in the table below, which reflects the highest step in the salary schedule for the Regional Climate Program Manager position.

<b>Jurisdiction</b>	<b>2026 Proportional Share of Position Contribution (based on top employment salary step)<sup>1</sup></b>
Unincorporated County	\$98,520
Arcata	\$26,565
Blue Lake	\$1,590
Eureka	\$36,520
Ferndale	\$1,905
Fortuna	\$17,055
Rio Dell	\$4,520
Trinidad	\$415

<sup>1</sup> This amount includes \$5,000 for overhead and travel costs and \$18,000 for climate tracking software.

- 2.5.** Each Member Agency agrees to share in any regular increases to employment expenses in proportion to their share of the Cost. Examples of such increases include, but are not limited to, annual cost of living increases, employee insurance costs, retirement costs, etc, but does

not include changes to the Salary Schedule. HCAOG shall notify AGENCIES within ten (10) working days of being notified of any cost increases. HCAOG may only increase the Salary Schedule by amending this Agreement.

- 2.6.** If any Member Agency withdraws from this Agreement, each remaining Member Agency's contribution shall increase by the percentage of the withdrawing member's share of the regional population.
- 2.7.** HCAOG will invoice the Member Agencies each month at the address listed in section 3 below for their shares of Regional Climate Program Manager position. Member Agencies agree to pay all invoices for their portion of the Project within 30 days of receipt. If a Party disputes an invoice, that Party shall provide the written basis for the dispute no later than 14 calendar days after receipt. The Parties shall negotiate in good faith to resolve any such disputes. Each Party shall maintain all accounting records related to this Agreement for a minimum of four years.

### **3. Notices.**

- 3.1.** All notices that are required to be given by one Party to the other Party under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses, unless such addresses are changed by notice, in writing, to the other Party:

<b>Agency</b>	<b>Point of Contact</b>
Arcata	David Loya Community Development Department 736 F Street Arcata, CA 95521
Blue Lake	City Manager 111 Greenwood Road Blue Lake, CA 95525
Eureka	Cristin Kenyon Development Services Department 531 K Street Eureka, CA 95501
Ferndale	City Manager PO Box 1095 Ferndale, CA 95536-1095
Fortuna	City Manager 621 11 <sup>th</sup> Street Fortuna, CA 95540

<b>Agency</b>	<b>Point of Contact</b>
Humboldt County	John H. Ford Department of Planning and Building 3015 H Street Eureka, CA 95501
Rio Dell	Kevin Caldwell Community Development 675 Wildwood Avenue
Trinidad	City Manager 409 Trinity Street Trinidad, CA 95570

**3.2.** Each of these listed individuals may delegate work to other city staff within their department, provided they give notice to HCAOG.

**4. Term and Termination.**

- 4.1.** This Agreement is effective as of the date all parties have executed the Agreement.
- 4.2.** This Agreement shall terminate December 31<sup>st</sup>, 2030 unless extended by mutual written agreement of the parties.
- 4.3.** Any party may withdraw from this agreement by providing written notice in accordance with section 3 to this Agreement. Any agency electing to withdraw from this agreement shall remain responsible for proportional funding under the terms of this Agreement for the remainder of the fiscal year in which the notice of withdrawal is issued.
- 5.** **Indemnification.** Each Party shall indemnify and hold the other Parties harmless against all actions, claims, demands, and liabilities, and against all losses, damages, costs, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claims, demands, liabilities, losses, damages, costs, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of any Party. The obligations under this Section shall survive the termination of the Agreement.
- 6.** **Modification.** This Agreement may only be modified by a written amendment thereto, executed by all Parties.
- 7.** **Attorneys Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 8.** **Severability.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

9. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the law of the State of California, and the Parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Humboldt County, California.
10. **Entire Agreement.** This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.
11. **Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement that shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties and/or their designated representatives do not appear on the same page. This Agreement may be transmitted by facsimile or other electronic means and the reproduction of signatures by facsimile or other electronic means will be treated as binding as if originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officers.

## COUNTY OF HUMBOLDT

By: \_\_\_\_\_  
Name: Mike Wilson  
Title: Chair, Board of Supervisors

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY OF ARCATA

By: \_\_\_\_\_  
Name: Merritt Perry  
Title: City Manager

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY OF BLUE LAKE

By: \_\_\_\_\_  
Name: Jenny Short  
Title: City Manager

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY OF EUREKA

By: \_\_\_\_\_  
Name: Miles Slattery  
Title: City Manager

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY OF FERNDALE

By: \_\_\_\_\_  
Name: Jay Parrish  
Title: City Manager

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY OF FORTUNA

By: \_\_\_\_\_  
Name: Amy Nilsen  
Title: City Manager

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY OF RIO DELL

By: \_\_\_\_\_  
Name: Kyle Knopp  
Title: City Manager

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY OF TRINIDAD

By: \_\_\_\_\_  
Name: Eli Naffah  
Title: City Manager

Approved as to form:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

By: \_\_\_\_\_  
Name: Brendan Byrd  
Title: Executive Director

Approved as to form:  
By: \_\_\_\_\_  
Name: Conor Harkins  
Title: General Counsel

Date: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachment A: Salary Schedule**

DRAFT