

MINUTE ITEM

This Calendar Item No. C56 was approved as
Minute Item No. 56 by the California State Lands
Commission by a vote of 3 to 0 at its
8/26/97 meeting.

CALENDAR ITEM

C56

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08/26/97
PRC7990 W 25383

S 3

P. Pelkofer

AUTHORIZATION FOR A JOINT CULTURAL RESOURCES SURVEY PERMIT

APPLICANTS:

National Park Service
Point Reyes National Seashore
Attn: Don Nebaucher, Superintendent
Point Reyes, California 94956

National Oceanic and Atmospheric Administration
Gulf of the Farallones NMS
Attn: Ed Ueber, Manager
Fort Mason, Bldg. 201
San Francisco, CA 94123

California State Lands Commission
Attn: Peter Pelkofer, Senior Counsel
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825

AREA, TYPE LAND AND LOCATION:

20 acre parcel of ungranted tide and submerged land, located in the Pacific
Ocean, Drakes Bay, Marin County, California.

LAND USE:

Mapping, identification and retrieval of artifacts from historic sites and vessels.

TERM OF THE PROPOSED PERMIT:

For two years, commencing on September 1, 1997

CONSIDERATION:

The public benefit; Pursuant to 2 Cal Code Regs. 2003

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STATUTORY AND OTHER REFERENCES:

- A. Public Resources Code section 6301 (Administration of tide and submerged lands)
- B. Public Resources Code sections 6309, 6313 and 6314 (Shipwreck and Historic Maritime Resources Program)
- C. Public Resources Code section 6370, et seq.; 2 Cal. Code Regs. section 2954 (Environmentally significant public lands)
- D. 14 Cal Code of Regs. sections 15000 et seq. (State EIR Guidelines)

PERMIT STREAMING ACT DEADLINE:

N/A

OTHER PERTINENT INFORMATION:

1. At its meeting of July 11, 1997 the Commission approved an agreement with the National Park Service to conduct a joint submerged cultural resources survey of the Point Reyes National Seashore. This permit and the authorization to contract will implement that agreement. The agreement will be carried out by the National Parks Service (NPS), National Oceanic and Atmospheric Administration (NOAA), and the California State Lands Commission. Each of the parties exercises jurisdiction in the waters of the Pacific Ocean offshore of the Point Reyes National Seashore.

In 1982 and 1983 the NPS conducted an underwater remote sensing survey of the submerged land of Drake's Bay, the Headlands, and Ocean Beach. A number of historic shipwrecks were located and documented. In 1989 the State Lands Commission conducted a magnetometer survey of the same general area to verify the results of an earlier survey conducted under permit by Phoenician Enterprises. During each of the surveys magnetic anomalies were identified but the many locations were not dived to seek surface artifacts or when dives were made they disclosed nothing on the subsurface.

Since the conduct of these previous surveys the technology used to locate and recover historic artifacts has greatly improved and it is proposed that the sites be resurveyed and revisited in a new effort to locate and recover historic artifacts. It is proposed that a new survey be conducted using magnetometer, sidescan sonar, bottom classification unit and fathometer all interfaced with global positioning unit.

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Tests will be conducted to determine the efficacy of an injection dredge or other methods for removing sediment over sites in the Drakes Bay environment. Marine biologists will make a risk assessment of great white shark behavior in the area while trying different digging methods and testing shark repellent devices.

The project will be conducted over two years. The primary objectives of the 1997 research project are to detect and reevaluate shipwreck sites in preselected portions of Drakes Bay, and to recover selected cultural and shipwreck material from anomaly sites located during the research/survey phase. The 1998 season will continue tests and provide for more extensive excavations of selected anomaly sites that were discovered in the fall of 1997. Any artifacts that are recovered will be properly recorded and conserved. A final report of the research conducted will be prepared and produced for public distribution.

Other participants in the project will be the Gulf of the Farallones National Marine Sanctuary, San Francisco Maritime National Historic Park and the Institute for Western Maritime Archaeology at Berkeley.

The Institute for Western Maritime Archaeology at the University of California at Berkeley is a non-profit public benefit corporation dedicated to research, teaching and publication in maritime archaeology and history of the Pacific Coast. The Institute has agreed to furnish a marine archaeologist under contract to represent and protect the Commission interests in the project. A estimated budget for this service is attached and authorization is requested to contract with the Institute for this service.

2. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15025), the staff has prepared a Proposed Negative Declaration identified as EIR ND 681, State Clearinghouse No. 97072080. Such Proposed Negative Declaration was prepared and circulated for public review pursuant to the provisions of CEQA.

Based upon the Initial Study, the Proposed Negative Declaration, and the comments received in response thereto, there is no substantial evidence that the project will have a significant effect on the environment. (14 Cal. Code Regs. 15074(b).)

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3. This activity involves lands identified as possessing significant environmental values pursuant to Public Resources Code sections 370, et seq. Based upon the staff's consultation with the persons nominating such lands and through the CEQA review process, it is the staff's opinion that the project, as proposed, is consistent with the use classification.

EXHIBITS:

- A. Location Map
- B. Draft contract with the Institute for Western Maritime Archaeology at Berkeley.

IT IS RECOMMENDED THAT THE COMMISSION:

1. CERTIFY THAT A NEGATIVE DECLARATION, EIR ND 681, STATE CLEARINGHOUSE NO. 97072080, WAS PREPARED AND ADOPTED FOR THIS PROJECT PURSUANT TO THE PROVISIONS OF THE CEQA AND THAT THE COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED THEREIN, AND THAT THE CONDITIONS OF THE PERMIT ARE PROPERLY COVERED UNDER SAID NEGATIVE DECLARATION.
2. DETERMINE THAT THE PROJECT, AS APPROVED, WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.
3. AUTHORIZE THE ISSUANCE OF A PERMIT FOR A JOINT SUBMERGED CULTURAL RESOURCES SURVEY OF DRAKES BAY, MARIN COUNTY, CALIFORNIA.
4. AUTHORIZE A CONTRACT FOR SERVICES WITH THE INSTITUTE FOR WESTERN MARITIME ARCHAEOLOGY AT THE UNIVERSITY OF CALIFORNIA AT BERKELEY.

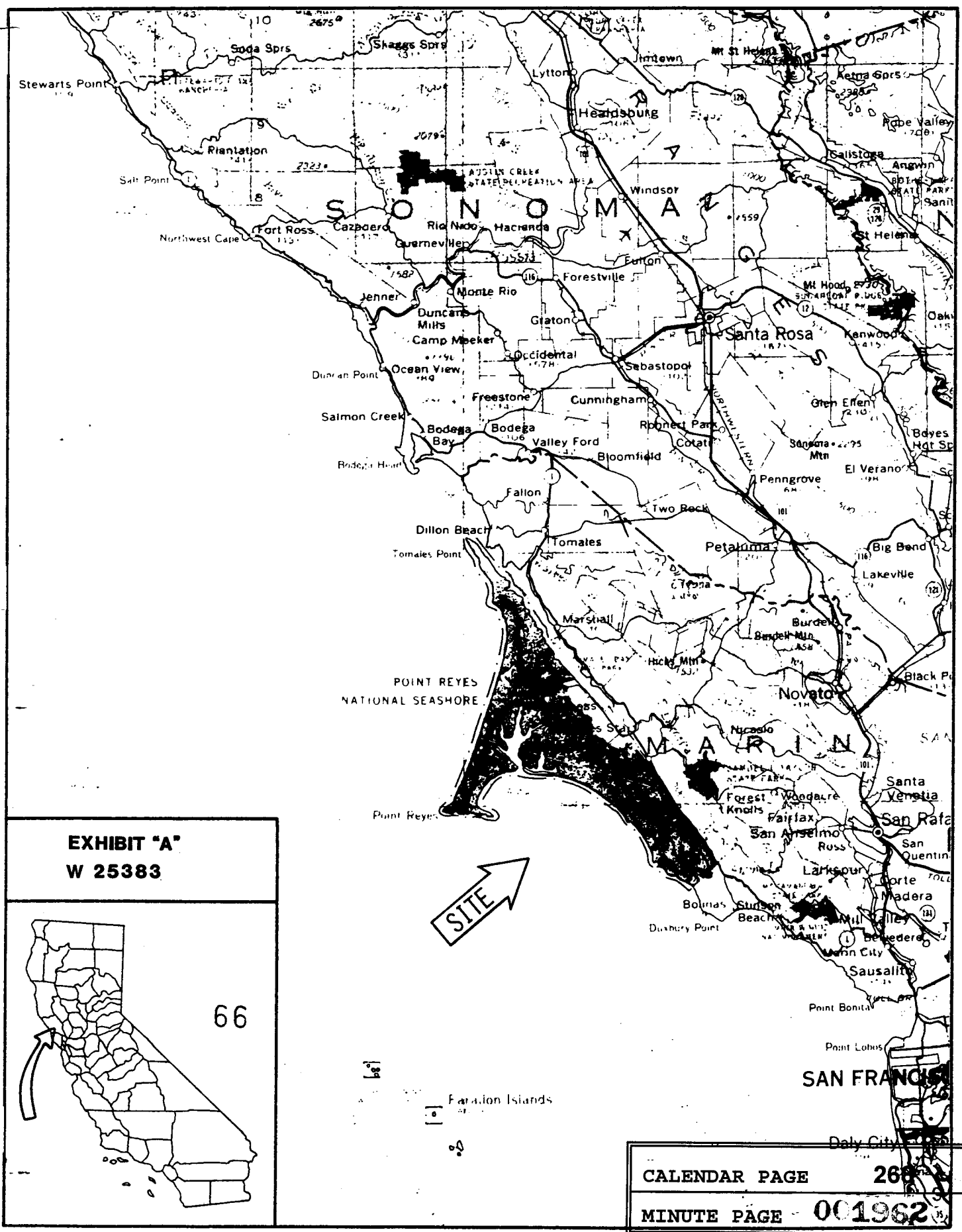


EXHIBIT "A"
W 25383



SITE →

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INTERAGENCY AGREEMENT

STD. 13 (REV. 9-89)

NUMBER

097069

THIS AGREEMENT is entered into this _____ day of _____, 19____, by and between the undersigned State Agencies:

Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom, time for performance including the terms, date of commencement and date of completion, and provision for payment per (1225 and 8752-8752.1 SAM.)

Distribution:

- Agency providing services
 Agency receiving services
 Department of General Services (unless exempt from DGS approval)
 Controller

See Attached

(Continued on _____ sheets which are hereby attached and made a part hereof)

NAME OF STATE AGENCY RECEIVING SERVICES <u>State Lands Commission</u> CALLED ABOVE (SHORT NAME) <u>SIC</u>	NAME OF STATE AGENCY PROVIDING SERVICES <u>University of California Berkeley</u> CALLED ABOVE (SHORT NAME) <u>UCB</u>
AUTHORIZED SIGNATURE ▷	AUTHORIZED SIGNATURE ▷
PRINTED NAME AND TITLE OF PERSON SIGNING <u>David W. Brown, Chief, Fiscal & Info. Services</u>	PRINTED NAME AND TITLE OF PERSON SIGNING
FUND NUMBER AND NAME	FUND NUMBER AND NAME

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,000.00	PROGRAM/CATEGORY (CODE AND TITLE) (OPTIONAL USE)	FUND TITLE Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE)	STATUTE 1997
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		FISCAL YEAR 97/98
SIGNATURE OF ACCOUNTING OFFICER X	T.B.A. NO.	B.R. NO.
DATE	CALENDAR PAGE 269	
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PURPOSE:

Contractor agrees to perform an archaeological component of the National Parks Service's proposed Submerged Cultural Resources Assessment and Survey in Drakes Bay as stated herein and in Exhibit A.

Any inconsistency in this Agreement unless otherwise provided herein shall be resolved by giving precedence in the following order:

- A) Standard Agreement
- B) Exhibit A

TERM:

This agreement shall be in effect from September 1, 1997, subject to any necessary State agency approvals, and shall continue in full force and effect through and until the 30th day of January 1998.

TOTAL COST:

The total cost of the agreement shall not exceed \$6,000.00.


STATE PROJECT OFFICER:

The Project Officer for the State, for the work of the agreement, shall be Peter Pelkofer and all requests for service, reports, invoices etc., shall be coordinated through him at (916)574-1854.

UNIVERSITY CONTACT PERSONS:

The principal investigator will be James M. Allan at (510)643-5833.

LOCATION & MAILING ADDRESS:


State Lands Commission
100 Howe Avenue
Sacramento, CA 95825

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REQUIRED PAYMENT DATE:

Compensation to contractor for services shall be total payment upon completion of services and delivery of reports.

BILLING:

Contractor shall invoice the State in arrears. The invoice must be submitted in duplicate and bear the identifier **C97069**. Payments made to the Contractor as specified herein shall include all taxes of any description, Federal, State and Municipal assessed against Contractor by reason of this agreement.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

By signing hereon the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Government Code Section 14780.5.

BUDGET STATEMENT:

Notwithstanding the foregoing, all payments hereunder are contingent upon sufficient funding being made available by the Legislature for this program.

In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the above budget bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of the contract in any manner.

DISPUTES:

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under or relating to the performance of this agreement which is not disposed of by agreement shall be decided by the State's Project Officer, who shall reduce his/her decision to writing and shall transmit a copy thereof to the contractor. The decision of the Project Officer shall be deemed final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the contractor transmits to the State a written appeal. Said appeal shall be supported with specificity. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard before the State Lands Commission and to offer evidence in support of its appeal. Pending the final

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resolution of any such dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the written decision of the Project Officer which is the subject of the contractor's appeal.

NONDISCRIMINATION CLAUSE:

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATEMENT OF COMPLIANCE:

The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

EXAMINATION AND AUDIT:

The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the contract in accordance with Government Code Section 10532. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

AMERICANS WITH DISABILITIES ACT:

By signing this contract, the contractor assures that it complies with the American Disabilities Act of 1990 (42 USC Section 012101 et. Seq.), which prohibits discrimination on the basis of disability as well as with all applicable regulations and guidelines pursuant to the ADA.

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