

AGENDA
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

DATE: March 12, 2026

TIME: Closed Session – 5:00 P.M.
Regular Session – 6:00 P.M.

PLACE: Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501

How to Observe and Participate in the Meeting:

- **In Person** - Members of the public may observe and participate in the meeting by attending in person at Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.
- **Virtually** – Members of the public may observe and participate in the meeting virtually using the Zoom platform. Please note that any technical issues, regardless of cause, that prevents or delays public observation or participation via virtual means is not a basis to stop or delay the meeting, and, for this reason, members of the public should prioritize in-person attendance.

Zoom link: <https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402

One tap mobile

(669) 900-9128, 6917934402#

The Humboldt Bay Harbor, Recreation and Conservation District is committed to providing equal access to all District programs, services, and activities by providing accommodations for individuals with qualified disabilities as required under the Americans with Disabilities Act. With 72 hours prior notice, a request for reasonable accommodation or modification can be made. Please contact the Clerk of the Board at (707) 443-0801 or by email at mhiley@humboldtby.org

1. Call to Order Closed Session at 5:00 P.M.

2. Public Comment

Note: This portion of the Agenda allows the public to speak to the Board on the closed session items. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Closed Session Agenda. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners.

Agenda for Regular Board Meeting on March 12, 2026

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Assessor's Parcel Numbers 401-112-021 and 401-112-024, Samoa Peninsula, Humboldt County, California District negotiators: Chris Mikkelsen, Executive Director; Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and terms of payment.

4. Call to Order Regular Session at 6:00 P.M. and Roll Call

5. Pledge of Allegiance

6. Report on Closed Session

7. Public Comment

*Note: This portion of the Agenda allows the public to speak to the Board on the **various issues NOT itemized on this Agenda.** A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public NOT appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.*

8. Consent Calendar

- a) Adopt Minutes for Regular Board Meeting on February 12, 2026
- b) Receive District Financial Reports for January 2026
- c) Approve Purchase Order 2378 for Offshore Wind California
- d) Approve Purchase Order 2379 for Express Employment Professionals
- e) Charter Agreement Renewal for Lowell Wallace dba Humboldt Charter Company to Operate a Charter Service at Woodley Island Marina
- f) Charter Agreement Renewal for Jaimoe Kibby dba Humboats Kayak Adventures to Operate a Charter Service at Woodley Island Marina

9. Communications, Reports, and Correspondence Received

- a) Correspondence Received
- b) Executive Director's Report
- c) Staff Reports
- d) District Counsel Report
- e) District Treasurer Report

Agenda for Regular Board Meeting on March 12, 2026

- f) District Engineer Report
- g) District Planner Report
- h) Commissioner and Committee Reports

10. Unfinished Business

- a) **Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**

Recommendation: Receive report and provide direction.

Summary: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for March 2026. This month's update will focus on project schedule and a third-party community benefit study.

- b) **Receive a Status Update on the Preliminary Review and Discussion to Amend and Fully Restate Ordinance No. 9**

Recommendation: Receive a status update.

Summary: Through the general operations of the District, current industry practices, user behaviors, local codes, jurisdictional updates and the adoption of new state laws, it becomes necessary from time to time to review and update the Ordinances of the District. Ordinance No. 9 relates to the operations on Woodley Island Marina.

- c) **Receive a Status Update on the Consideration of Adopting Ordinance No. 21, An Ordinance of the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District Relating to the Prohibition, Storage, and Handling of Offshore Produced Oil on District-Owned Property**

Recommendation: Receive a status update.

Summary: There is substantial evidence that the storing or handling of oil poses a significant risk of spills, adversely affecting District-owned property and posing a danger to the health and safety of people living, working, visiting, and recreating on these and adjacent properties. Such spills can decimate marine life by coating sea birds, marine mammals, and the toxic poisoning of finfish, shellfish, and marine ecosystems, with long-term effects such as reduced reproduction and slow regrowth.

11. New Business

- a) **Consider Adopting Resolution 2026-04, A Resolution Designating the Executive Director and Director of Administrative Services as Authorized Agents for the Purpose of Applying for and Receiving Funds from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES)**

Agenda for Regular Board Meeting on March 12, 2026

Recommendation: Staff recommends the Board Adopt Resolution 2026-04 and designate staff as Authorized Agents of the District for a period of 3 years for matters related to federal and state disaster assistance.

Summary: Winter storms that occurred December 2022 through January 2023 significantly impacted District facilities including the Shelter Cover Breakwater and the Redwood Marine Terminal I dock. District Staff has engaged with FEMA/Cal OES through DR-4683-CA for disaster assistance to repair these facilities.

b) Consider Adopting Resolution 2026-05, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area for Fiscal Year 2026-2027

Recommendation: Review and adopt Resolution 2026-06 and authorize the execution and acceptance of the California Department of Fish and Wildlife Grant Agreement No. Q2675051 in the amount of \$23,649.00.

Summary: The California Department of Fish and Wildlife (CDFW) Office of Spill Prevention and Response (OSPR), in compliance with the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990, established five regional Harbor Safety Committees (HSC) throughout California as described in California Government Code 8670.23. Each HSC is responsible for planning for the safe navigation and operation of tankers, barges, and other vessels within each of California's principal harbors and must produce an annual Harbor Safety Plan (HSP) encompassing all vessel traffic within the harbor. These functions are essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.

c) Consideration of Initial Fiscal Year 2026-2027 Budget Preparation Schedule

Recommendation: Staff recommends that the Board direct staff to implement the proposed 2026-2027 Fiscal year Budget Preparation Schedule.

Summary: The Budget is prepared annually under the direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors no later than August 1st.

12. Adjournment

**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT**

February 12, 2026

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 5:00 P.M. and Regular Session met at 6:00 P.M. at the Woodley Island Marina meeting room, 601 Startare Drive, Eureka, CA 95501.

CLOSED SESSION – 5:00 P.M.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: No one.

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Property: Assessor’s Parcel Numbers 401-112-021 and 401-112-024, Samoa Peninsula, Humboldt County, California District negotiators: Chris Mikkelsen, Executive Director; Ryan Plotz, District Counsel. Negotiating party: California Marine Investments LLC. Under negotiation: price and terms of payment.

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PRESENT: BENSON
 DALE
 KULLMANN
 NEWMAN

ABSENT: NORTON

QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON CLOSED SESSION: No reportable action.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: No one.

CONSENT CALENDAR

- a) Adopt Minutes for Regular Board Meeting on January 8, 2026
- b) Receive District Financial Reports for November 2025
- c) Receive District Financial Reports for December 2025
- d) Approve Second Amendment to Employment Agreement for Director of Development
- e) Approve Third Amendment to Employment Agreement for Director of Administrative Services

Draft Minutes for February 12, 2026 Regular Board Meeting

COMMISSIONER DALE MOVED ACCEPT CONSENT CALENDAR ITEMS A-E.

COMMISSIONER BENSON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes: BENSON, DALE, KULLMANN, NEWMAN

Noes: NONE

Absent: NORTON

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received
 - I. None received.
- b) Executive Director's Report
 - I. Executive Director presented Executive Director's report.
- c) Staff Reports
 - I. No report.
- d) District Counsel Report
 - I. No report.
- e) District Treasurer Report
 - I. No report.
- f) District Engineer Report.
 - I. District Engineer presented a report.
- g) District Planner Report
 - I. No report.
- h) Commissioner and Committee Reports
 - I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS

- a) **Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project**
 - I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Discussion item only, no formal action was taken.

NEW BUSINESS

- a) **Receive a Special Presentation from the Humboldt Waterkeeper Team**
 - I. Jennifer Kalt and Sylvia van Royen presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Presentation item, no formal action was taken.
- b) **Review and Confirm Board Advisory Committees/Ad-Hoc Working Groups**

- I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Chair Kullmann approved current list of appointments.
- c) Consider Adopting Ordinance No. 21, An Ordinance of the Board of Commissioners of the Humboldt Bay, Harbor, Recreation and Conservation District Relating to the Prohibition, Storage and Handling of Offshore Produced Oil on District-Owned Property**
- I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. Tod Reincke and Jennifer Kalt commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER BENSON MOVED TO CONTINUE THIS ITEM TO A FUTURE DATE, TO BE DETERMINED.
COMMISSIONER NEWMAN SECONDED.
VOICE VOTE CALLED, MOTION CARRIED.
Ayes: BENSON, DALE, KULLMANN, NEWMAN
Noes: NONE
Absent: NORTON
Abstain: NONE
- d) Preliminary Review and Discussion to Amend and Fully Restate Ordinance No. 9**
- I. Executive Director presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. Tod Reincke, Susan Penn and Mark Condes commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
 - V. Introduction item only, no formal action was taken.
- e) Adoption of the Amended and Restate Joint Powers Agreement of the Redwood Region Economic Development Commission**
- I. Executive Director and Commissioner Dale presented the item.
 - II. The Commission discussed the item.
 - III. Chair Kullmann opened the item to public comment. No one commented.
 - IV. Chair Kullmann moved the discussion back to the Commission.
COMMISSIONER DALE MOVED TO ADOPT THE AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION.
COMMISSIONER BENSON SECONDED.
Ayes: BENSON, DALE, KULLMANN, NEWMAN
Noes: NONE
Absent: NORTON
Abstain: NONE

Draft Minutes for February 12, 2026 Regular Board Meeting

PUBLIC COMMENT: Chair Kullmann reopened this item. The following individuals addressed the Commission regarding subject matters on the closed session meeting agenda: Jeff Dunlap and Michelle Dunlap.

ADJOURNMENT – 7:45 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

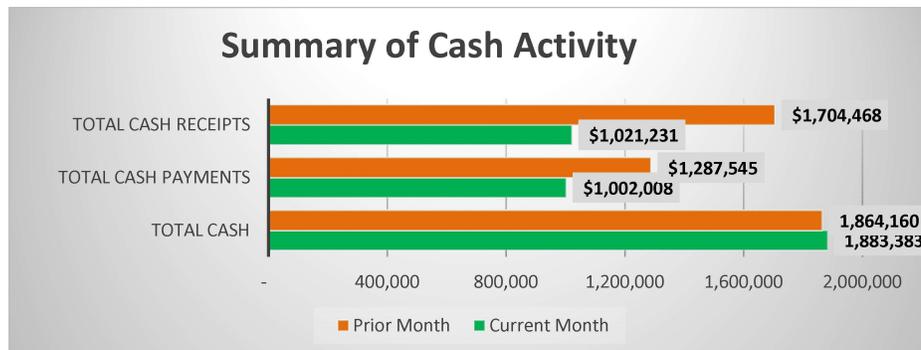
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended January 31, 2026 and December 31, 2025

	<u>1/31/26</u>	<u>12/31/25</u>
<u>Account Balances</u>		
Checking	\$ 116,401	\$ 46,532
Savings	617,560	674,670
County Treasury	1,148,202	1,141,758
Cash on hand	<u>1,220</u>	<u>1,200</u>
Total Cash	<u>1,883,383</u>	<u>1,864,160</u>
Less: Restricted cash for Marina surcharges	(950,982)	(962,270)
Less: Estimated unexpended grant proceeds and Nordic deposits included in cash above	<u>(577,930)</u>	<u>(733,560)</u>
Cash Available (Deficit), excluding unexpended grant proceeds and deposits	<u>354,471</u>	<u>168,330</u>
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 1,864,160	\$ 1,447,237
Monthly Deposits	1,021,231	1,704,468
Monthly Payments	<u>(1,002,008)</u>	<u>(1,287,545)</u>
Balance, End of Month	<u>\$ 1,883,383</u>	<u>\$ 1,864,160</u>
 <u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Moffat & Nichol expenditure	\$ 276,041	\$ 583,272
Redwood Community Action Agency	308,582	-
Property/Liability insurance payment	35,370	35,020
Flagstar Public Funding Loan Payment - Interest	-	104,720
PNC Bank Loan Payments - Principal	-	190,562
PNC Bank Loan Payments - Interest	-	43,775
Annual State Water Quality Control Board disposal fee	<u>36,055</u>	<u>-</u>
Sub-total, Significance/Unusual Expenses	<u>656,048</u>	<u>957,349</u>
General operating expenses and other misc. expense	<u>345,960</u>	<u>330,196</u>
Total Cash Payments	<u>\$ 1,002,008</u>	<u>\$ 1,287,545</u>
 <u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
CalTrans - Eelgrass project		\$ 10,555
US Dept. of Transportation, Maritime Administration	<u>\$ 812,944</u>	<u>618,075</u>
Sub-total, Significant/Unusual Revenues	<u>812,944</u>	<u>628,630</u>
General revenues	<u>208,287</u>	<u>1,075,838</u>
Total Cash Receipts	<u>\$ 1,021,231</u>	<u>\$ 1,704,468</u>



Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of January 31, 2026

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 PETTY CASH ON HAND	150.00
10100 CHANGE FUND ON HAND	300.00
10111 COIN MACHINE FUND	730.00
10200 CASH IN BANK, CHECKING	18,530.39
10200.1 Cash in PNC, Checking	98,870.45
10400 CASH IN COUNTY - FUND 2720	1,108,801.17
10500 CASH IN COUNTY - FUND 3872	39,401.01
10600.1 Cash in bank, Tariff PNC	519,485.91
10700.1 Cash in bank, Water PNC	98,074.51
10901 UNEXPENDED MARINA SURCHARGES	950,981.95
10902 UNEXP SURCHARGES AVAIL CASH ADJ	0.00
10903 RESTRICTED CASH	-950,981.95
Total Bank Accounts	\$1,884,343.44
Accounts Receivable	
12000 ACCTS RECEIVABLE	1,148,732.89
Total Accounts Receivable	\$1,148,732.89
Other Current Assets	
11200 US TREASURY BONDS	0.00
12001 OTHER RECEIVABLES	0.00
12002 DOUBTFUL ACCOUNTS RECEIVABLE	0.00
12100 ALLOW FOR BAD DEBTS	0.00
12200 TAXES RECEIVBLE	0.00
12300 INTEREST RECEIVBLE	0.00
12600 Note Receivable - NMTC	0.00
12650 Note Receivable - HBDA	9,145.45
12700 PREPAID EXPENSES	78,038.44
12750 Refunds Receivable	0.00
12800 LEASE RECEIVABLE	0.00
12900 Accounts Receivable FSM	0.00
1499 Undeposited Funds	40.00
Total Other Current Assets	\$87,223.89
Total Current Assets	\$3,120,300.22
Fixed Assets	
14800 SHIPWRECK PROPERTY	50,088.05
14900 DOG RANCH PROPERTY	7,507.70
16999 Combined Expense Pending Transf	0.00

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of January 31, 2026

	TOTAL
CAPITAL ASSETS, NET	
14910 SAMOA PROPERTY	208,149.00
14930 TOWN OF SAMOA PROPERTY	3,007,851.23
14940 BAY STREET PROPERTY	35,000.00
15000 AUTOMOTIVE EQUIPMENT	95,639.08
15100 OFFICE EQUIPMENT	193,303.88
15200 OPERATING EQUIPMENT	314,098.74
15400 1998 MARINA DREDGING PROJECT	0.00
15500 MARINA, RESTAURANT COMPLEX	0.00
15600 MARINA	10,529,004.29
15700 FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 SHELTER COVE	2,386,247.10
15900 DREDGING COSTS	215,226.78
16000 KING SALMON	15,143.99
16100 MARINA DREDGE,CONSTR IN PROGRES	5,056,597.48
16400 REDWOOD DOCK PROPERTY	3,010,194.30
16500 HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 TABLE BLUFF LIGHTHOUSE	361.44
16700 AQUAPONICS PILOT FACILITY	96,036.61
16800 REDWOOD TERMINAL 2	4,941,769.69
16900 Dredge	1,215,423.27
17000 ACCUMULATED DEPRECIATION	-20,529,193.17
Total CAPITAL ASSETS, NET	17,347,120.84
Total Fixed Assets	\$17,404,716.59
Other Assets	
12400 BNY LOAN RECEIVBLE	0.00
15300 CONSTRUCTION IN PROGRESS	4,476,165.83
18000 DEPOSITS	0.00
18500 OTHER DEFERRED ASSETS	0.00
18700 Deferred Lease Asset	2,950,006.00
19000 Deferred Outflows of PERS	482,524.00
Total Other Assets	\$7,908,695.83
TOTAL ASSETS	\$28,433,712.64
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 ACCOUNTS PAYABLE	135,087.88
Total Accounts Payable	\$135,087.88
Credit Cards	
20112 US Bank Visa	5,761.14

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of January 31, 2026

	TOTAL
Total Credit Cards	\$5,761.14
Other Current Liabilities	
20000.1 ACCOUNTS PAYABLE YR END ADJUST	0.00
20100 LEASE PAYABLE TO HBDA	0.00
20200 NOTES PAYABLE	190,571.30
20400 ACCRUED WAGES PAYABLE	38,925.89
20500 ACCRUED INTEREST	23,560.00
20600 ACCRUED VACATION PAYABLE	58,871.69
20700 ACCRUED SICK LEAVE PAYABLE	60,579.54
20800 DEPOSITS ON HAND	0.00
20801 KEY DEPOSITS ON HAND	19,720.00
20802 PLUG DEPOSITS ON HAND	1,430.00
20803 SLIP DEPOSITS ON HAND	57,636.24
20804 STORAGE DEPOSITS	4,409.15
20805 CONF. ROOM DEPOSITS	0.00
20806 LEASE SECURITY DEPOSIT	95,123.92
20807 STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 WAIT LIST DEPOSIT	6,425.00
20809 HAUL OUT DEPOSIT	0.00
Total 20800 DEPOSITS ON HAND	187,687.62
22000 DEFERRED LEASE INCOME	0.00
24000 Ground Lease Deferred Income	0.00
24002 Groundlease Current Def Income	0.00
27201 Deferred Inflows - OPEB	10,067.00
28000 DEFERRED INCOME	163,198.42
28400 DEFERREDINCOMECalTrans Spartina	335,913.42
28402 DEFERREDINCOME CalTrans Eelgrass	91,637.35
28500 OTHER DEFERRED CREDITS	0.00
Payroll tax & Withholding Liab	
2100 PAYROLL LIABILITIES	0.00
21000 WAGE GARNISHES	0.00
2110 DIRECT DEPOSIT LIABILITIES	0.00
21100 FEDERAL WITHHOLDING TAX	0.00
2111 *DIRECT DEPOSIT LIABILITIES	0.01
21200 STATE WITHHOLDING TAX	-0.03
21300 STATE UNEMPLOYMENT TAX	1,566.28
21400 SOCIAL SECURITY/MEDICARE TAX	-0.03
21500 AFLAC	0.00
21600 PERS CARE/MEDICAL INSURANCE	-2,721.32
21700 PERS RETIREMENT	-101.04
21701 PERS DEFERRED COMPENSATION	133.35
21800 STATE DISABILITY INSURANCE	0.00
21900 UNION DUES DEDUCTIBLE	-32.31

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of January 31, 2026

	TOTAL
Total Payroll tax & Withholding Liab	-1,155.09
Sales Tax Agency Payable	0.00
Total Other Current Liabilities	\$1,159,857.14
Total Current Liabilities	\$1,300,706.16
Long-Term Liabilities	
24001 Gound Lease Amortization	0.00
24003 Groundlease Current Offset	0.00
25000 DUE STATE OF CALIFORNIA	0.00
25100 NOTES PAYABLE- CMIA	0.00
25200 ENVIRONMENTAL REMEDIATION LIAB	0.00
25300 BOND PAYABLE - DEEP DREDGING	0.00
25400 Note Payable - No. Valley Bank	0.00
25500 OPEB Liability	94,816.00
25600 Note Payable-Coast Seafoods Co.	0.00
25700 BOND PAYABLE 2014 REFINANCING	993,386.92
25800 BBVA Loan Payable	625,800.42
25900 LESS CURRENT PORTION	-190,571.30
26000 CAPITAL LEASE PAYABLE	0.00
26100 Rate Stabilization Fund	4,928,000.00
27000 Net Pension Liability	1,479,612.00
27200 Deferred Inflows of PERS	38,154.00
27202 Deferred Inflows - Leases	2,690,202.00
Total Long-Term Liabilities	\$10,659,400.04
Total Liabilities	\$11,960,106.20
Equity	
3000 OPENING BALANCE EQUITY	0.00
30200 GOVT CONTRIBUTIONS MARINA	0.00
30201 ACCUM DEPR MARINA, EDA PORTION	0.00
30300 GOVT CNTRB/FL BOAT BLDG/RPR FAC	0.00
30301 ACCUM DEPR - FL BOAT BLDG & RPR	0.00
30400 GOVT CONTRIB - CA DEPT OF B&W	0.00
30401 ACCUM DEPR/SHELTER COVE B&W	0.00
30500 INVESTMENT IN FIXED ASSETS	11,208,910.72
30505 Change In Invest Fixed Assets	1,327,061.24
Total 30500 INVESTMENT IN FIXED ASSETS	12,535,971.96
30900 RESTRICTED FUND BALANCE	-2,148,290.54
30901 Restricted Fd Bal-Curr Yr Chang	3,100,425.07
Total 30900 RESTRICTED FUND BALANCE	952,134.53

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of January 31, 2026

	TOTAL
31200 GENERAL FUND BALANCE	1,998,049.71
31000 FUND BALANCE - TIDELANDS TRUST	-876,282.21
31100 Designated for General Fd Reser	0.00
31108 Designated Bal-Curr Yr Change	0.00
Total 31100 Designated for General Fd Reser	0.00
31201 General Fund-Change is Restrict	-3,129,718.75
31205 General Fund Invest Fixed Asset	0.00
31208 General Fund Change in Designat	0.00
Total 31200 GENERAL FUND BALANCE	-2,007,951.25
3900 RETAINED EARNINGS	971,591.01
Net Income	4,021,860.19
Total Equity	\$16,473,606.44
TOTAL LIABILITIES AND EQUITY	\$28,433,712.64

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

January 2026

	TOTAL	
	JAN 2026	JUL 2025 - JAN 2026 (YTD)
Income		
52708.1 Discount		105.04
Donations		
46519 Donations - Lighthouse		2.00
Total Donations		2.00
Dredging Revenue		
41318 Dredging Surcharge - T	22,438.49	135,607.16
Total Dredging Revenue	22,438.49	135,607.16
Fees		
40108 PERMITS-T	250.00	2,000.00
40808 Pilotage Services - T	693.56	2,179.58
41308.1 Poundage - T		30.34
41818 Late Charges/Interest - T	4,785.00	31,650.00
41819 Late Charges/Interest - NT	75.00	5,180.55
45608 Chevron - Ports O&M - T		16,175.00
Total Fees	5,803.56	57,215.47
Float Replacement Account		
41418 Float Replacement	7,125.76	42,709.37
Total Float Replacement Account	7,125.76	42,709.37
Grant Revenue		
Conservation Grants		
45208.3 Conservation Grants, Gov't - T	890.00	110,213.93
Total Conservation Grants	890.00	110,213.93
Harbor Grants		
45208.1 Harbor Grants, Gov't - T	230,144.54	4,039,709.89
Total Harbor Grants	230,144.54	4,039,709.89
Recreation Grants		
45208.2 Recreation Grants, Gov't - T		25,447.88
Total Recreation Grants		25,447.88
Total Grant Revenue	231,034.54	4,175,371.70
Harbor Surcharge		
40908 Harbor Improvement Surcharge-T	20,139.99	91,669.96
Total Harbor Surcharge	20,139.99	91,669.96
Interest Revenue		
43108 Interest Income - T	1,384.05	7,591.30
43109 Interest Income - NT	5,714.44	13,667.81
43318 Interest On Del Accts - T		504.04
Total Interest Revenue	7,098.49	21,763.15

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

January 2026

	TOTAL	
	JAN 2026	JUL 2025 - JAN 2026 (YTD)
Other Revenue		
45908 Other Revenue - T	1.00	14.10
45909 Other Revenue - NT	25,808.12	90,854.31
45911 Other Revenue - Spartina	127,119.16	574,576.87
Total Other Revenue	152,928.28	665,445.28
Rent Income		
40218 Slip Rents - T	55,415.44	335,216.80
40318.1 Transient Rentals - T	2,567.67	16,827.15
40518 Equipment Rent - T	1,396.21	3,688.04
40519 Equipment Rent - NT	210.00	670.00
40709 FL BUILDING SPACE RENT G/NT	3,404.85	23,833.95
40809 Yard Rent - NT	3,733.40	21,574.88
41108 Rents, Tidelands Leases - T	58,536.61	280,836.37
41309 Storage - NT	9,111.26	33,384.97
41409 Upland Rent - NT	63,242.28	502,734.10
Total Rent Income	197,617.72	1,218,766.26
Sales		
40118 SALES & PERMITS M/T	1,320.00	5,640.00
40119 Concession Sales - NT	1,131.00	4,872.55
Total Sales	2,451.00	10,512.55
Tax Revenue		
43509 Property Tax Revenues	-28.20	771,056.78
45009 Other Federal Tax Revenue		14.19
Total Tax Revenue	-28.20	771,070.97
Utility Surcharge		
40409 Utility Surcharge - NT	13,594.46	88,842.76
40418 Utility Surcharge, Marina Dock	7,291.73	41,513.53
Total Utility Surcharge	20,886.19	130,356.29
Total Income	\$667,495.82	\$7,320,595.20
GROSS PROFIT	\$667,495.82	\$7,320,595.20
Expenses		
57018 Bank Service Charges	462.99	3,274.29
Accounting/Auditing Services		
52500 Accounting Fees - T	8,994.00	65,098.88
52508 Accounting Fees - NT	2,998.00	24,736.62
Total Accounting/Auditing Services	11,992.00	89,835.50

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

January 2026

	TOTAL	
	JAN 2026	JUL 2025 - JAN 2026 (YTD)
Advertising & Promotion		
51000 Advertising & Promotion - NT	-960.00	-697.52
51008 Advertising & Promotion - T		171.97
Total Advertising & Promotion	-960.00	-525.55
Bad Debts		
51308 Bad Debts - T		175.00
Total Bad Debts		175.00
Communications		
51400 Communications - NT	1,140.45	7,997.30
51408 Communications - T	174.63	1,206.99
Total Communications	1,315.08	9,204.29
Conference & Meetings		
51500 Conferences & Meetings - NT	1,041.69	6,315.87
51508 Conferences & Meetings - T		249.23
Total Conference & Meetings	1,041.69	6,565.10
Depreciation		
53509 Depreciation - NT	68,204.00	477,428.00
Total Depreciation	68,204.00	477,428.00
Dredging Expense		
55608 Dredging Expense - T		40,267.00
56708 Dredging - GT	195.00	585.00
56718 Dredging - MT		
Total Dredging Expense	195.00	40,852.00
Dues, Subscriptions & Licences		
51600 Dues & Subscriptions - NT	705.00	25,916.31
51608 Dues & Subscriptions - T		2,553.64
Total Dues, Subscriptions & Licences	705.00	28,469.95
Elections & Government Fees		
51700 Elections & Prop Tax Assess-NT		21,698.86
Total Elections & Government Fees		21,698.86
Engineering Services		
52400 Engineering Fees - NT	1,880.00	28,832.40
52408 Engineering Fees - T		6,739.00
Total Engineering Services	1,880.00	35,571.40
Fuel		
51200 Automotive, Fuel- NT	889.34	4,974.47
51208 Vessel Fuel		719.23
51218 Automotive, Fuel - T	489.33	4,574.46
Total Fuel	1,378.67	10,268.16

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

January 2026

	TOTAL	
	JAN 2026	JUL 2025 - JAN 2026 (YTD)
Grant Expenses		
Conservation Grant Expenses		
54408.3 Conservation Grant Exp	0.00	5,242.50
Total Conservation Grant Expenses	0.00	5,242.50
Harbor Grant Expenses		
54408.1 Harbor Grant Exp	1,456.07	30,908.37
Total Harbor Grant Expenses	1,456.07	30,908.37
Recreation Grant Expenses		
54408.2 Recreation Grant Exp		0.00
Total Recreation Grant Expenses		0.00
Total Grant Expenses	1,456.07	36,150.87
Insurance		
51800 Insurance - NT	8,081.96	87,037.73
51808 Insurance - T		19,709.50
Total Insurance	8,081.96	106,747.23
Interest Expense		
55108 Interest Expense - T	4,156.00	45,257.36
55109 Interest Expense - NT	7,974.20	131,000.76
Total Interest Expense	12,130.20	176,258.12
Legal Services		
52300 Legal Fees - NT	2,544.38	39,519.02
52308 Legal Fees - T	683.12	3,039.99
Total Legal Services	3,227.50	42,559.01
Maintenance - Equipment		
51209 Automotive, Repairs - NT	475.25	3,159.79
52710 Repairs & Maint, Equip - NT	1,893.19	2,372.13
52718 Repairs & Maint, Equip - T	103.81	11,574.19
Total Maintenance - Equipment	2,472.25	17,106.11
Maintenance - Facilities		
52708 Repairs & Maint, Facilities - T	14,575.32	60,793.87
52719 Repairs & Maint, Facilities - N	2,353.57	24,393.38
Total Maintenance - Facilities	16,928.89	85,187.25
Maintenance - IT		
57008 Maintenance, IT Equip - T	442.50	4,499.50
57009 Maintenance, IT Equip - NT	287.50	2,300.00
Total Maintenance - IT	730.00	6,799.50
Maintenance Supplies		
52008 Maintenance Supplies - T		602.30

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

January 2026

	TOTAL	
	JAN 2026	JUL 2025 - JAN 2026 (YTD)
52010 Maintenance Supplies - NT	1,931.46	13,020.67
Total Maintenance Supplies	1,931.46	13,622.97
Office Supplies		
51900 Office Supplies - NT	6,456.66	44,094.40
51908 Office Supplies - T	1,020.99	3,991.70
52100 Outside Services - NT		14.32
Total Office Supplies	7,477.65	48,100.42
Other Expenses		
53709 Cash Over/Short - NT		-100.00
54405 Other Expenses - Spartina	127,119.16	515,347.60
55419 Other Expenses - NT		3,327.86
Total Other Expenses	127,119.16	518,575.46
Other Professional/Outside Serv		
52109 Outside Services, Other - NT	1,330.23	18,928.25
52118 Outside Services, Other - T		1,800.00
Total Other Professional/Outside Serv	1,330.23	20,728.25
Permits		
51610 Permits - NT		12,964.49
51618 Permits - T		2,811.00
Total Permits		15,775.49
Personnel Expenses		
Contract Temporary Services		
50310 Contract Temporary Services - N	143.51	143.51
Total Contract Temporary Services	143.51	143.51
Payroll Burden		
50500 Payroll Benefits, Other - NT	42,112.72	261,475.22
50508 Payroll Benefits, Other - T	9,378.82	68,486.04
6560 Workers' Comp	6,441.02	16,170.52
Total Payroll Burden	57,932.56	346,131.78
Salaries/Wages		
50100 Salaries & Wages - NT	136,875.32	687,825.73
50108 Salaries & Wages - T	1,695.65	1,695.65
Total Salaries/Wages	138,570.97	689,521.38
Total Personnel Expenses	196,647.04	1,035,796.67
Planning Services		
52200 Planning Fees - NT	3,100.00	5,480.09
52208 Planning Fees - T	161.25	21,314.42
Total Planning Services	3,261.25	26,794.51

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

January 2026

	TOTAL	
	JAN 2026	JUL 2025 - JAN 2026 (YTD)
Rent Expense		
52600 Rent Expense - NT	756.00	756.00
Total Rent Expense	756.00	756.00
Small Tools		
52800 Small Tools - NT	336.24	1,620.17
52808 Small Tools - T		121.26
Total Small Tools	336.24	1,741.43
Utilities		
52909 Utilities - NT	19,362.49	167,692.06
52918 Utilities - T	6,556.04	55,010.95
53000 Water, Sewer, & Refuse - NT	12,788.73	80,769.26
53008 Water, Sewer, & Refuse - T	5,289.94	38,815.83
Total Utilities	43,997.20	342,288.10
Total Expenses	\$514,097.53	\$3,217,804.39
NET OPERATING INCOME	\$153,398.29	\$4,102,790.81
Other Expenses		
Other Non-operating Expenses		
55409 OTHER EXPENSES G/NT	22,628.84	80,930.62
Total Other Non-operating Expenses	22,628.84	80,930.62
Total Other Expenses	\$22,628.84	\$80,930.62
NET OTHER INCOME	\$ -22,628.84	\$ -80,930.62
NET INCOME	\$130,769.45	\$4,021,860.19

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

January 2026

DATE	NUM	VENDOR	AMOUNT
10200.1 Cash in PNC, Checking			
01/02/2026	ACH01022026-01	CalPERS 457 Program	-350.00
01/02/2026	4566	Northern California Gloves	-442.87
01/02/2026	4560	B & B Portable Toilets	-133.69
01/02/2026	4563	Lawson Products, Inc.	-20.11
01/02/2026	4565	Network Help To Go	-575.00
01/02/2026	4562	Independent Business Forms, Inc.	-510.25
01/02/2026	4564	Mission Uniform & Linen	-604.36
01/02/2026	4561	Humboldt Community Services District	-18.00
01/02/2026	4568	Wiyot Tribe	-8,094.20
01/02/2026	4567	Pacific Coast Congress	-365.00
01/07/2026	ACH01072026-01	CalPERS Health	-23,385.01
01/16/2026	ACH01162026-01	CalPERS 457 Program	-325.00
01/16/2026	4569	Moffatt & Nichol	-246,325.47
01/16/2026	4580	Coastal Business Systems, Inc.	-481.98
01/16/2026	4596	Pierson Building Center	-560.98
01/16/2026	4604	Shelter Cove Fishing Preservation Inc	-2,083.33
01/16/2026	4572	314intermedia	-60.00
01/16/2026	4581	Englund Marine Supply	-764.37
01/16/2026	4605	Solink Corporation	-155.00
01/16/2026	4600	Reincke Marine Fabrication (RMF)	-756.00
01/16/2026	4583	Eureka Oxygen Company	-112.40
01/16/2026	4601	SDRMA	-350.20
01/16/2026	4585	Foster & Foster, Inc.	-1,300.00
01/16/2026	4602	Security Lock & Alarm	-19.29
01/16/2026	4588	Humboldt Bay Municipal Water Dist.	-1,407.81
01/16/2026	4594	Napa Auto Parts	-30.90
01/16/2026	4606	Standard Insurance Company	-305.60
01/16/2026	4582	Eureka Overhead Door Co., Inc	-1,563.00
01/16/2026	4587	Grossman Hague	-9,994.00
01/16/2026	4590	Humboldt Waste Management Authority	-752.65
01/16/2026	4589	Humboldt County Health & Human Services	-1,330.23
01/16/2026	4609	Western Chainsaw	-94.78
01/16/2026	4584	Fortuna Iron	-233.16
01/16/2026	4573	Advanced Security Systems	-220.50
01/16/2026	4575	BT Metal Sales and Fabrication, Inc.	-35.26
01/16/2026	4586	Gelinas James, Inc.	-1,312.50
01/16/2026	4597	Planwest Partners, Inc.	-9,851.62
01/16/2026	4607	StewTel, Inc.	-349.26
01/16/2026	4571	101Netlink	-370.00
01/16/2026	4592	Mission Uniform & Linen	-53.90
01/16/2026	4598	Recology Eel River	-574.79
01/16/2026	4593	Mitchell Law Firm, LLP	-1,935.00
01/16/2026	4599	Recology Humboldt County (061218064)	-402.28
01/16/2026	4577	CAPA	-7,606.98

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

January 2026

DATE	NUM	VENDOR	AMOUNT
01/16/2026	4603	Shafer's Ace Hardware #4726	-85.50
01/16/2026	4595	Nilsen Company	-33.02
01/16/2026	4608	Verizon Wireless	-372.52
01/16/2026	4576	Campton Electric Supply	-332.92
01/16/2026	4591	K&L Gates LLP	-14,818.50
01/16/2026	4578	City of Eureka (Sewer)	-2,216.72
01/16/2026	4579	City of Eureka (Water)	-8,052.02
01/16/2026	4612	SDRMA	-35,020.17
01/16/2026	4615	Wahlund Construction Inc.	-656.82
01/16/2026	4613	SHN Consulting Engineers & Geologists	-4,479.00
01/16/2026	4610	Amazon Business (Invoices)	-252.93
01/16/2026	4614	Verizon Wireless	-223.30
01/16/2026	4611	Recology Humboldt County (A0060000265)	-2,154.93
01/13/2026	ACH01132026-01	Pacific Gas & Electric (1906-4)	-6,258.36
01/13/2026	ACH01132026-02	Pacific Gas & Electric (8259-4)	-30,564.20
01/16/2026	4616	Redwood Community Action Agency	-240,105.63
01/30/2026	DD	Howser, Suzie	-958.58
01/30/2026	ACH01302026-01	CalPERS 457 Program	-325.00
01/30/2026	ACH01302026-02	CalPERS Health	-22,712.12
01/30/2026	ACH01302026-03	PERS Unfunded Accrued Liab	-10,916.00
01/28/2026	4627	Coastal Business Systems, Inc.	-530.18
01/28/2026	4631	Humboldt Waste Management Authority	-87.57
01/28/2026	4634	Network Help To Go	-575.00
01/28/2026	4621	Alber's Tractor & Ag Work	-1,060.00
01/28/2026	4635	Pacific Gas & Electric (Non-Energy)	-74.24
01/28/2026	4636	Platt Electric Supply	-336.24
01/28/2026	4622	Amazon Business (Invoices)	-1,658.87
01/28/2026	4623	B & B Portable Toilets	-133.69
01/28/2026	4632	Miller Farms Nursery	-234.83
01/28/2026	4629	Humboldt Bay Solar Fund LLC	-5,282.17
01/28/2026	4637	Shelter Cove Resort Improvement District	-217.12
01/28/2026	4640	Weist Law LLP	-495.00
01/28/2026	4633	Moffatt & Nichol	-3,370.02
01/28/2026	4624	Cal Poly Sponsored Programs Foundation	-11,538.53
01/28/2026	4638	Standard Insurance Company	-305.60
01/28/2026	4630	Humboldt Community Services District	-18.00
01/28/2026	4628	Eureka Overhead Door Co., Inc	-135.00
01/28/2026	4639	Valley Pacific Petroleum Services, Inc	-940.43
01/28/2026	4625	City of Eureka (Sewer)	-2,914.54
01/28/2026	4626	City of Eureka (Water)	-7,602.80
01/30/2026	ACH01302026-04	Pacific Gas & Electric (3494-4)	-337.95
01/28/2026	4642	Mission Uniform & Linen	-940.29
01/28/2026	4643	Redwood Community Action Agency	-68,476.54
01/28/2026	4644	State Water Resources Control Board	-36,055.00
01/28/2026	4645	State Water Resources Control Board	-4,212.00

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

January 2026

DATE	NUM	VENDOR	AMOUNT
01/30/2026	4646	Express Services, Inc.	-143.51
01/30/2026	ACH01302026-05	Francotyp-Postalia	-300.00
01/28/2026	ACH01302026-06	CA Dept of Tax and Fee Administration	-440.00
01/29/2026	0408011146828822320	Moffatt & Nichol	-26,345.65
Total for 10200.1 Cash in PNC, Checking			\$ -881,515.74



Humboldt Bay Harbor, Recreation & Conservation District

PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.
2/23/2026	2378

Vendor
Offshore Wind California PO Box 955 Menlo Park, CA 94026 510-681-4483

Ship To
Humboldt Bay Harbor, Recreation and Conservation District PO Box 1030 Eureka, CA 95502

Description	Qty	Rate	Class	Amount
2025 General Membership Nov 7, 2025 - Nov 6, 2026				\$10,000.00
Approved By:			Total \$10,000.00	



Offshore Wind California

PO Box 955
Menlo Park, CA 94026
510.681.4483 offshorewindca.org
Fed ID: 84-2096843

Invoice

Date: 11/7/2025
Invoice #: 1357

Bill To

Humboldt Bay Harbor District
PO Box 1030
Eureka, CA 95502

Customers ID
Terms
Project

Date	Description	Quantity	Rate	Amount
11/7/2025	2025 General Membership Nov 7, 2025 - Nov 6, 2026		10,000.00	10,000.00

Contacts: Chris Mikkelsen, Mindy Hiley

Payments due as follows:
\$2,500 Dec 1 2025
\$2,500 Jan 1, 2026
\$2,500 Feb 1, 2026
\$2,500 March 1, 2026

ACH Payment to:

Offshore Wind California
Chase Bank
ABA \Routing Number: 325070760
Account Number: 509282676

International Payments via wire:

Offshore Wind California
Chase Bank
SWIFT: CHASUS33
Account Number: 509282676

PAYMENT APPROVED

By: _____

Account #: _____

\$ 2,500

Board of Commissioners

Approval Date: _____
(if required)

Total \$10,000.00

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
March 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: February 4, 2026

TITLE: Approve a Purchase Order for a Six-Month Contract with Express Employment Professionals

STAFF RECOMMENDATION: Approve Purchase Order No. 2379 to Express Employment Professionals for \$32,000.

SUMMARY: An Overnight Lot and Facility Monitor position has been sourced through Express Employment Professionals to provide security during evenings at Harbor District Properties. This purchase order approves a six-month contract for these services.

ATTACHMENTS:

- A. PO No. 2379 for Express Employment Professionals



Humboldt Bay Harbor, Recreation &
Conservation District
PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.
3/05/2026	2379

Vendor
Express Employment Professionals PO Box 844277 Los Angeles, CA 90084-4277 (707) 268-1866

Ship To
Humboldt Bay Harbor, Recreation and Conservation District PO Box 1030 Eureka, CA 95502

Description	Qty	Rate	Class	Amount
Overnight Lot & Facility Monitor Six Month Contract Approved by Board of Commissioners on March 12, 2026		\$30.43/hr	M	\$32,000
Approved By:			Total \$32,000.00	

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
Lowell Wallace
dba *Humboldt Charter Company*
550 Annahy Dr.
Fortuna, CA 95540

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **LOWELL WALLACE** an individual, dba ***Humboldt Charter Company*** hereinafter referred to as "**Lowell Wallace.**"

WHEREAS, Lowell Wallace will be the Lessee of Slip Number **17**, Float **D**, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about January 24, 2025 **Lowell Wallace** made written request to operate the business ***Humboldt Charter Company*** on a vessel moored at Slip Number **17**, Float **D** at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.7, subparagraph (a) of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Lowell Wallace**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Lowell Wallace**, an individual, to operate the business ***Humboldt Charter Company*** for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Lowell Wallace** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for three (3) years commencing May 01, 2025 and terminating on April 30, 2028. District or **Lowell Wallace** may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with **Lowell Wallace** with or without cause or reason by giving **Lowell Wallace** sixty (60) days written notice of termination and **Lowell Wallace** shall terminate his business, as defined in Paragraph 1, (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Lowell Wallace**, at 550 Annahy Drive, Fortuna, CA 95540. In the event **Lowell Wallace** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Lowell Wallace** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Lowell Wallace** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
3. In addition to the monthly rental payable by **Lowell Wallace** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Lowell Wallace** shall

pay District the sum of two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: May 01, 2025, **Lowell Wallace** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Lowell Wallace** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Lowell Wallace** from liability for bodily injury, death, or property damage as a result of his operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Lowell Wallace** shall forthwith cease and stop his **Humboldt Charter Company** business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Lowell Wallace** shall, prior to commencing operation of **Humboldt Charter Company** obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license, and California Department of Fish and Wildlife licenses.
6. **Lowell Wallace** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **Lowell Wallace** and **Lowell Wallace** shall indemnify and hold harmless District, its

Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Lowell Wallace** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Lowell Wallace** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

7. **Lowell Wallace** at all times shall comply and shall obtain compliance of Lessee's family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Lowell Wallace** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.
9. **Lowell Wallace** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Lowell Wallace** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director of the District and, shall reasonably conform

in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.

10. This Permit and Agreement is not transferable or assignable by **Lowell Wallace** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Lowell Wallace** shall be null and void.
11. This Permit and Agreement is non-exclusive, and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Lowell Wallace** is hereby notified by the District that this Permit and Agreement to Operate ***Humboldt Charter Company*** in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Lowell Wallace** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Lowell Wallace** agrees and acknowledges that he has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Lowell Wallace** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessels for Woodley Island Marina **Lowell Wallace** hereby acknowledges that he has actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Lowell Wallace** agrees to and

shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and his Berthing Permit and Rental Agreement for his vessel, for Woodley Island Marina.

EXECUTED on, _____, 2026, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**Stephen Kullmann, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Lowell Wallace, an individual, dba, *Humboldt Charter Company*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2026

By _____
**Lowell Wallace, Owner
*Humboldt Charter Company***

**HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT**

**PERMIT AND AGREEMENT TO
OPERATE KAYAK RENTAL SERVICES**

Startare Drive
Woodley Island Marina
PO Box 1030
Eureka, CA 95501

PERMITEE:
Jaimoe Kibby
dba *Humboats Kayak Adventures*
1200 Cheee-Gery In Unit C
Arcata, CA 95521

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **JAIMOE KIBBY**, individually, DBA, **HUMBOATS KAYAK ADVENTURES** hereinafter referred to as "Humboats".

WHEREAS, Humboats desires to operate the Humboats Kayak Adventures as a kayak rental, tour and lesson business from the Woodley Island Marina; and

WHEREAS, on or about February 9, 2026 **Jaimoe Kibby** made written application to renew the Permit to operate the business Humboats Kayak Adventures at Slip Number 02, Float A at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.7, of the District prohibits any commercial endeavor or charter service for hire, subparagraph (a), without a special permit from the District and payment of permit.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of Humboats hereinabove referred to:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit Humboats, an independent contractor, to operate the business Humboats Kayak Adventures for the purpose of rentals, tours and

2026 Humboats Kayak Adventures

lessons from Woodley Island Marina. For the purpose of this Permit and Agreement, Humboats commercial endeavor shall be referred to as "Kayak Rental Service". Diving or diving instruction from or on said vessels shall not be allowed and shall be prohibited at all times.

2. As described in Exhibit A, Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; Humboats is permitted to use Slip Number 02, Float A, at the Woodley Island Marina for their vessels and barge.
3. As described in Exhibit B, Woodley Island Marina Storage Application, Humboats is permitted to use two (3) storage spaces in the Woodley Island Marina Storage Yard.
4. The term of this Permit and Agreement shall be for three (3) years commencing March 01, 2026 and terminating on February 28, 2029. District or Humboats may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with Humboats with or without cause or reason by giving Humboats sixty (60) days written notice of termination and Humboats shall terminate their Kayak Rental Service sixty (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to Jaimoe Kibby, 1200 Cheee-Gery Ln Unit- C, Arcata, CA 95521. In the event Humboats is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and Humboats' Berthing Permit is terminated pursuant to said Agreement, this Kayak Rental Service Permit and Agreement shall terminate forthwith on the date of termination of Humboats' Berthing Permit and Rental Agreement without the requirement of the hereinabove set forth sixty (60) day notice of termination provisions.
5. In addition to the monthly/yearly rental payable by Humboats to the District

2026 Humboats Kayak Adventures

pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", Humboats shall pay District the sum of Two hundred fifty dollars (\$250.00) per year for this Permit to carry on a Kayak Rental Service pursuant to this Agreement. All rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days' notice.

6. Humboats shall pay District all fees described in the agreement and as detailed in Exhibit A and Exhibit B of the agreement on an annual basis.
7. On or prior to the date of the Agreement, to wit: March 01, 2026 Humboats shall purchase and maintain throughout the term of the Permit and Agreement, Commercial General Liability insurance covering Humboats' operation of their Kayak Rental Service operation pursuant to the terms of the Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring Humboats from liability for bodily injury, death, or property damage as a result of their Kayak Rental Service operation and shall name District as an additional insured and provide District with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. **The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence.** In the event said liability insurance policy is cancelled or terminated, Humboats shall forthwith cease and stop their Kayak Rental Service for hire operation at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
8. Humboats shall prior to commencing operation of their Kayak Rental Service obtain any and all necessary permits and licenses applicable to Humboats operation.

9. Humboats agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with Humboats' Kayak Rental Service operation and Humboats shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, Humboats agrees to hold harmless, indemnify, and hold District non-responsible for any of Humboats' Kayak Rental Service operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.
10. Humboats at all times shall comply and shall obtain compliance of Lessee's family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No. 9, the Woodley Island Marina Rules and Regulations, California Boating Law and those of federal and state government.
11. Humboats at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. Vessels underway within the marina limits shall be for the purpose of mooring, entering or leaving a berth. Cruising between piers and under gangways is strictly prohibited. Humboats may place a sign on the vessels the size of which must be approved by the District's Executive Director. Humboats may place a directional sign for incoming traffic onto the Marina at a location and the type and size sign which is approved by the Executive Director of the District, which shall reasonably conform in size, shape, and colors of the signs heretofore existing on the Woodley Island Marina.
12. This Permit and Agreement is not transferable or assignable by Humboats

without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by Humboats shall be null and void.

13. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
14. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
15. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
16. Humboats is hereby notified by the District that this Permit and Agreement to Operate Kayak Rental Services in conjunction with the Berthing Permit and Rental Agreement for the vessels for the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that Humboats and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. Humboats agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code that Humboats may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate Kayak Rental Services in conjunction with the Berthing Permit and Rental Agreement for the vessels for Woodley Island Marina. Humboats hereby acknowledges that they have actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. Humboats agrees to and shall pay all possessory interest taxes levied any governmental agencies by reason of this Permit and Agreement to Operate Kayak Rental Services and

2026 Humboats Kayak Adventures

their Berthing Permit and Rental Agreement for their vessels, for Woodley Island Marina.

EXECUTED on, _____, 2026, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**STEPHEN KULLMANN, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Jaimoe Kibby, an individual, dba, HUMBOATS KAYAK ADVENTURE as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2026

By _____
**Jaimoe Kibby, Owner
HUMBOATS KAYAK ADVENTURE**

COMMISSIONERS
 1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Craig Benson
 5th Division
 Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
March 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: March 2, 2026

TITLE: Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for March 2026. This month's update will focus on project schedule and a third-party community benefit study.

FUNDING UPDATE: During the September 2025 Board meeting, staff reported that the Federal Department of Transportation withdrew/terminated the Humboldt Bay Heavy Lift Marine Terminal project's PIDP and INFRA grants. The Federal government communications indicated that our project is inconsistent with Federal priorities, including the installation of solar panels to produce on-site power, inclusion of EV charging infrastructure for employee parking spaces, and overall support for "... the growth of zero-emission transportation and society-wide decarbonization."

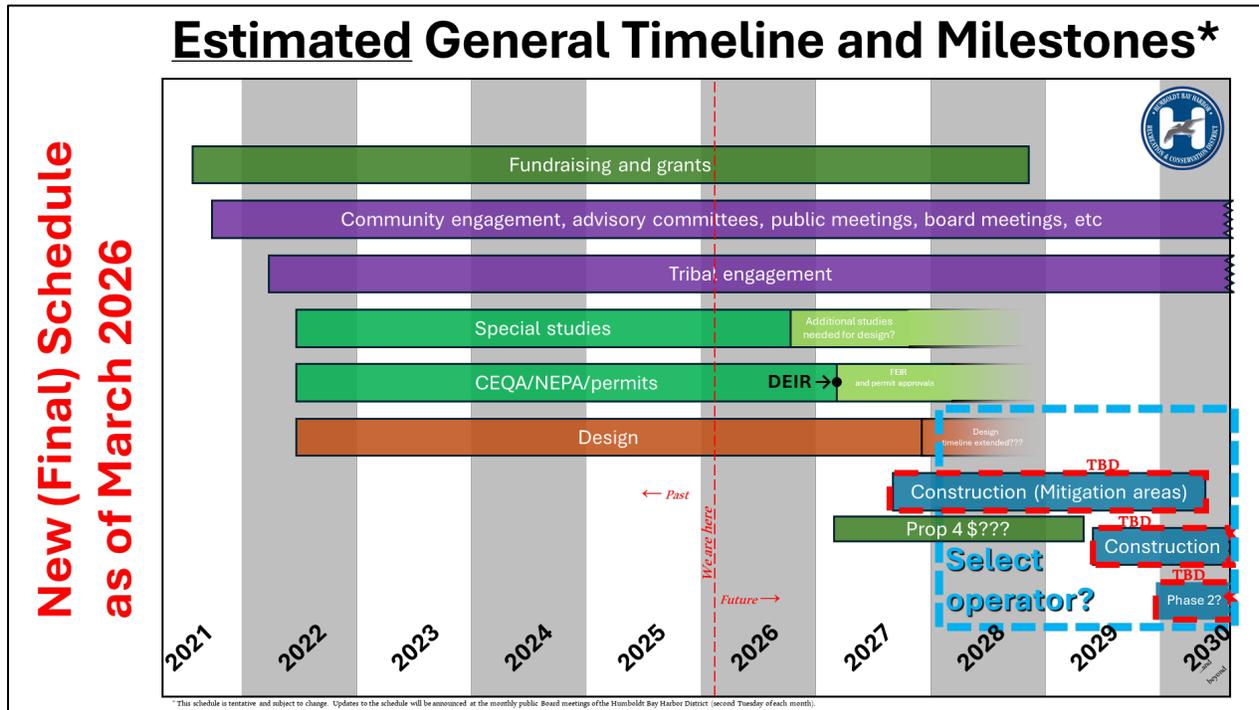
At the September meeting, staff reported the plan to do the following unless directed to do otherwise by the Board:

1. Temporarily pause most parts of the project, including community engagement.
2. Work with the California Energy Commission (CEC) to replace the lost Federal funds that were dedicated to permitting, design, and community engagement.
3. As soon as project funding is replaced, bring the project back online.
4. Continue to include on-site renewable energy generation, EV charging options, and other "green terminal" efforts in the permitting and design.
5. Work with the CEC to activate the \$18.25M WFIP grant recently awarded to the District.

Steps 1 through 3 are now complete. Steps 4 and 5 are underway.

SCHEDULE UPDATE: An older version of the schedule graphic below was presented to the Board during the August 2025 Board meeting, just prior to the cancelation of the PIDP grant. An

updated version was shared after the cancellation of PIDP. The project went into a pause while the District re-configured the budget with the State grants. The graphic below shows the updated schedule. Despite the pause in the project, the schedule remains generally the same from last August, with only a few differences/delays. Because of grant deadlines, the CEQA DEIR must be delivered to the Board one year from today (at the March 2027 Board meeting). The schedule for the coming 12 months will be very busy. Staff will provide detailed schedule updates when needed at Board meetings.



- Known dates:
 - June 1 – Project description complete
 - August 15 – Special studies complete (for CEQA)
 - ~ August X – CEQA NOP re-released
 - ~ February 2027 – DEIR released for public comment
 - March 2027 – DEIR goes before District Board
- Forecasted dates:
 - ??? 2027/2028? – FEIR and permit approvals
 - ??? 2027/2028? – Mitigation construction
 - ??? 2027/2030? – Select operator?
 - ??? 2029/2031? – HLMT construction

TECHNICAL SPEAKERS: Guest technical speakers will resume starting this month. The District will host public policy specialists and economists from Oregon State University to discuss an on-going study regarding community benefits. Next month (April 2026), technical speakers from the project team will begin again. Staff is working to prioritize topics from the following list:

- Topics not yet presented to the Board:

- Green Terminal analyses
- Electrical load
- Solar
- On-site utilities
- Community/Tribal Engagement Update
- CEQA strategy and timeline
- Permits strategy and timeline
- Workforce Capacity
- Tow-out and ship modeling
- Bio mitigation
- Sound/noise impact modeling
- Visual Sims
- Aquaculture topics
- Cultural Resources
- Onsite mitigation
- Previous topics that may need to be revisited:
 - Foundation Assembly
 - Terminal Operations
 - General site plan and state of the on-going project design
 - WIM Work Dock and Fishermen Storage
 - Woodley Island Sailing and Recreation Center (Public Recreation Access: Fishing Pier, Kayak Launch, or other)
 - Community Benefit Program
 - SAP, dredging, and marine Geotech
 - Wharf design
 - Wet storage
 - Hydrodynamic model and navigation assessment
 - Ground improvements and seismic
 - Sea Level Rise preparation
 - Stormwater
 - Seismic and Tsunami
 - Roadway access
- March 2026 - First hearing of CEQA DEIR

OSU OSW Study and Guest Speakers: Over the past two years, a coalition of Universities has been conducting a US Department of Energy funded study on community perspectives regarding offshore wind development (<https://www.pmec.us/offshore>). The study included interviews and surveys of residents around Humboldt Bay, Coos Bay, and Westport, Washington. An event was held on January 14 at the Wharfinger Building during which the following topics were discussed:

- How are coastal community members thinking about offshore wind?
- What are the primary interests and concerns – and how do these vary within and between West Coast port towns?
- Are local residents engaging in “community benefit agreement” planning – and if so, how do they feel about these processes?

- Do residents have access to clear, accurate, and current information about wind development plans and opportunities within their own community?

The study team conducted interviews/surveys in the Humboldt Bay region in early 2025. The study authors will present a summary of their findings to the District Board during this Board meeting.

District staff encourages the Board to re-read the January 2026 Board meeting staff report regarding the HLMT project, which focused heavily on Community Benefits. That report and a recording of the staff presentation can be found here: <https://humboldtbay.org/meeting-documents-2026>.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
March 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: March 4, 2026

TITLE: Receive a Status Update on the Preliminary Review and Discussion to Amend and Fully Restate Ordinance No.9

STAFF RECOMMENDATION: Staff recommends the Board receive a status update on the review and discussion to amend and fully restate Ordinance No. 9.

SUMMARY: Through the general operations of the District, current industry practices, user behaviors, local codes, jurisdictional updates and the adoption of new state laws, it becomes necessary from time to time to review and update the Ordinances of the District. Ordinance No.9 relates the operations on Woodley Island Marina.

District staff is working with current tenants, users, visitors, local jurisdictions and interested parties to review, consider, update, amend and fully restate Ordinance No.9 for the betterment of all users of the waters and lands of the District's jurisdiction.

ATTACHMENTS:

A: Working Draft of the Amended and Restated Ordinance No.9

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

ORDINANCE NUMBER 9

THE WOODLEY ISLAND MARINA RULES AND REGULATIONS ORDINANCE

AN ORDINANCE ESTABLISHING RULES, REGULATIONS AND ENFORCEMENT PROCEDURES FOR THE
WOODLEY ISLAND MARINA

THE BOARD OF HARBOR COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND
CONSERVATION DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

ARTICLE 1 SHORT TITLE; DEFINITIONS

Section 1.1 Short Title

This ordinance shall be known as “The Woodley Island Marina Rules and Regulations Ordinance.”

Section 1.2 Definitions

For the purposes of this ordinance, certain words and phrases used herein are defined as follows:

- a) “District” means the Humboldt Bay Harbor, Recreation and Conservation District.
- b) “Board” or “Board of Commissioners” shall mean the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District.
- c) “Humboldt Bay” shall mean the land and overlying waters, to the limit of tidal action, of what is commonly known as Humboldt Bay, Humboldt County, California, including the land and overlying waters of all the streams and estuaries tributary thereto to the limit of tidal action.
- d) “Woodley Island Marina” shall mean the boat marina and ancillary facilities owned and operated by District located on Woodley Island and within the Eureka Channel inner reach between Woodley Island on the mainland of the City of Eureka from the most westerly point of Woodley Island east to the Eureka Samoa Bridge of State Route 255, Eureka, Humboldt County California.
- e) “Berth” means a place assigned by the District to tie a vessel.
- f) “Float” includes any floating platform normally used for mooring or securing of vessels.
- g) “Harbor” shall mean the Woodley Island Marina under the management and control of District.
- h) “Harbor Master” shall mean the Chief Executive Officer or a designated representative of the District.
- i) “Mooring” means any weight, chain, rope, floating objects, structure or appliance used alone or together for the purposes of holding a vessel in a particular place and which is not carried on board such vessel as regular equipment when underway.

- j) "Anchoring" means attaching a vessel to the bottom or shore of Woodley Island Marina using equipment, lines, ropes, chain or cable which is carried on board such vessel as regular equipment when underway.
- k) "Sailing Vessel" means a vessel propelled by sail alone.
- l) "Pier" means a structure built out into the water with piles for use as a landing place.
- m) "Berthing Permit and Rental Agreement" shall give the lessee the right to use the berth described in the rental agreement for a period of 30 days on a periodic month to month tenancy.
- n) "Slip" means a vessel's berth alongside a float.
- o) "Temporary Assignment" shall mean the right to interim use of the berth described in the assignment by any vessel requesting use of the facilities for less than 30 days.
- p) "Lessee" means the legal owner, operator, or individual in possession of a vessel using a berth or slip by authority of District under a Berthing Permit and Rental Agreement or Temporary Assignment.
- q) "Vessel" includes every description of water craft used or capable of being used as a means of transportation on water, except the following: (1) a seaplane on the water; (2) a water craft specifically designed to operate on a permanent fixed course, the movement of which is restricted to or guided on such permanently fixed course by means of a mechanical device on a fixed track or arm to which the water craft is attached or by which the water craft is controlled, or by means of a mechanical device attached to the water craft itself.
- r) "Wharf area" shall mean and include pier, wharf, bulkhead, bulkhead wharf, seawall, seawall structure, embankment, thoroughfare, and other port terminal facility areas along side of which vessels may lie or which are suitable for and are to be used in the loading and unloading, assembling, distribution and handling of merchandise.
- s) "Abandoned vessel" means any vessel moored, anchored or aground at the Woodley Island Marina or other District owned dock facility in excess of 24 hours without a valid Berthing Permit and Rental Agreement or Temporary Assignment.

ARTICLE 2 AUTHORITY OF THE HARBOR MASTER

Section 2.1 Duties of the Harbor Master

The Harbor Master, the Eureka Police Department, Humboldt County Sheriff, United States Coast Guard, or their designated representatives shall have authority to enforce the provisions of this ordinance and all lawful regulations and laws affecting the Woodley Island Marina. It shall be the duty of the Harbor Master to:

- a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District, the waters and uplands in the Woodley Island Marina.
- b) Assign moorings, anchorages or berths to vessels within the Woodley Island Marina.

- c) Execute on behalf of the District Berthing Permit and Rental Agreements and Temporary Assignments for the assignment of moorings or berths to vessels within the Woodley Island Marina.
- d) Order any vessel improperly moored, anchored or berthed, or in violation of any provision in this ordinance, to change its position to one as he shall designate or to remove the same from the Woodley Island Marina, and in the event his orders are not complied with to cause such vessel to be moved and to collect the cost thereof from such vessel lessee or owner thereof.
- e) Report promptly to the proper authorities any violation of the laws of the United States for the protection of navigation and the preservation of navigable waters or any violation of the state or local laws or regulations.

ARTICLE 3 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities within the confines of the Woodley Island Marina shall assume all risk of damage or loss to his property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to vessels within the Woodley Island Marina.

Section 3.2 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any vessel or its contents, gear, and equipment thereof, or any loss or damage thereto howsoever occasioned, and any use of District's facilities, including moorage or storage shall be at the sole risk of Lessee.

Section 3.3 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invitees of all laws, ordinances, rules and regulations, including those of the federal and state government, the City of Eureka and the District. District may remove any vessel or its contents, gear or equipment from a slip to any other slip/berth or mooring in Humboldt Bay, or to place the same in storage at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the vessel or District's property or to repair District's facilities or for any other reason in the best interest of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 3.4 Removal of Vessel

In the event District deems it necessary to resecure or relocate a vessel for any reason, Lessee shall pay a reasonable cost or charge therefore, plus all costs and materials used therefor. District shall assume no responsibility for the safety of a vessel and shall not be liable for fire, theft, or any damage to a vessel, its equipment, or any property in or on the vessel by reason of District's decision either to resecure the vessel or not to resecure the vessel.

Section 3.5 District Not Liable for Removal

Removal, relocation or storage of vessels as provided in the ordinance shall be without liability to the District, its employees or agents.

ARTICLE 4 BERTHING ASSIGNMENT PERMITS

Section 4.1 Berth Assignments

No person (including the owner, master, operator, or person in possession of a vessel) shall moor or anchor a vessel at or in the Woodley Island Marina without having first secured a Berthing Permit and Rental Agreement or Temporary Assignment from the Harbor Master in the form and manner provided therefor. Berth assignments shall be made from a chronological waiting list. A vacant berth assignment will be offered first to that person highest on the list for that size berth assignment and then, if refused, in sequence to those next on the list. Acceptance of a berth assignment must be indicated within five (5) days of notification by payment of rent and deposits, and execution of a berth assignment permit and indemnity agreement, and a statement of ownership and registration.

Section 4.2 Termination of Rights

Upon expiration of the Berthing Permit and Rental Agreement or Temporary Assignment, unless extended or renewed, the Berthing Permit and all rights thereunder shall automatically cease and terminate. No Berthing Permit and Rental Agreement or Temporary Assignment shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Berthing Permit and Rental Agreement or Temporary Agreement. No Berthing Permit shall be renewed until all fees and charges due and payable to the District shall have been paid in full.

Section 4.3 Moorage Purposes Only

A berthing assignment shall authorize the holder thereof to use the moorage facilities for moorage purposes only and grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except as provided in the ordinances and regulations of the District.

Section 4.4 Permits Non-Assignable

Berthing Permit and Rental Agreement or Temporary Assignments shall be non-assignable and are not transferable. No attempted transfer of assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any berthing assignment shall be valid or effective and shall automatically terminate any Berthing Permit and Rental Agreement or Temporary assignment. Sale or transfer of a vessel covered by a Berthing Permit and Rental Agreement or Temporary Assignment transfers no rights or privileges inherent in the Berthing Permit and Rental Agreement or Temporary Assignment, nor guarantees the issuance of a new Berthing Permit and Rental Agreement or Temporary Assignment.

Section 4.5 Permits Issues to Individuals Only

Berthing Permit and Rental Agreements and Temporary Agreements shall be issues only with respect to a named individual or government entity and shall be valid only in respect to that individual or government entity.

Section 4.6 Reassignment of Moorage Space

Moorage spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Woodley Island Marina so requires. Holders of a Berthing Permit and Rental Agreement and Temporary Assignment may apply for reassignment; however, reassignment is not a right or privilege inherent in the Berthing Permit and Rental Agreement or Temporary Assignment.

Section 4.7 Temporary Reassignment of Moorage Space

Vessels to which berthing assignment permits apply may be temporarily assigned or reassigned to other berths or spaces under the control of the Harbor Master to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Woodley Island Marina facilities.

Section 4.8 Moorage Space May Not Be Sublet

Mooring Space designated by a Berthing Permit and Rental Agreement or Temporary Assignment may not be sublet by Lessee.

Section 4.9 Revocation of Berthing Permit

Any Berthing Permit and Rental Agreement or Temporary Assignment permit may be revoked immediately by the Harbor Master if the holder thereof violates any provision of this ordinance, or any provision of the Berthing Permit and Rental Agreement and Temporary Assignment agreement.

Section 4.10 Notice of Cancellation to District

A Berthing Permit and Rental Agreement may be cancelled by the holder thereof upon 30 days written notice to the Harbor Master.

Section 4.11 Notice to District

As a condition to the issuance of a Berthing Permit and Rental Agreement and Temporary Assignment permit, the holder thereof shall at all times keep the Harbor Master informed of his or her current mailing address, telephone number, and legal owner's address and telephone number. The holder thereof shall also notify the Harbor Master immediately upon any change of ownership of the vessel to which his Berthing Permit and Rental Agreement applies and shall further notify the Harbor Master immediately upon vacating the moorage space assigned to the vessel. Failure to keep the Harbor Master informed as to the provisions set forth in this paragraph shall be grounds for revocation of the Berthing Permit and Rental Agreement and Temporary Assignment by District forthwith.

Section 4.12 Notice by Mail

Upon notice by certified mail, return receipt requested, or by personal service delivered to the holder of a Berthing Permit and Rental Agreement and Temporary Assignment that the Berthing Permit and Rental Agreement and Temporary Assignment has been revoked by the District pursuant to this ordinance, and after the expiration of 3 days from the date when said notice was personally delivered or 3 days from the date that the certified mail was deposited with the United States Post Office, the Harbor Master may remove any vessel or other personal property left by the holder thereof upon the District's properties and dispose of the same in such manner as the District may deem proper.

Section 4.13 Refusal of Moorage

District shall have the right at all times to refuse moorage or to refuse to issue a Berthing Permit and Rental Agreement and Temporary Assignment to any vessel that may be in the opinion of the Harbor Master to be unsightly, unseaworthy, improperly maintained, or that may present a danger to District's property or other vessels.

ARTICLE 5 MOORAGE RATES AND USE

Section 5.1 Moorage Rates

Moorage rates and charges for Berthing Permit and Rental Agreement and Temporary Assignment Permit shall be adopted by resolution of the Board of Commissioners.

a) Section 5.2 Payment of Moorage Rates Payment of Moorage Rates by month-to-Month Tenants, Late Charges and Interest

All moorage fees and other charges are payable in full at the time of issuance by District of the Berthing permit and Rental Agreement and the Temporary Assignment Permit. All moorage fees and charges for use of slip in excess of 30 days shall be payable at the time of the issuance of the Berthing Permit and Rental Agreement by District, or within 10 days of billing by District. Failure of a month-to-month tenant to pay moorage fees and other charges or failure to pay charges within 10 days of the date of billing shall be a violation of this ordinance. If a month-to-month tenant fails to pay all moorage fees and charges due within 10 days from the date of billing, tenant shall pay to District a late penalty charge each month as follows: if the tenant's balance is \$0.01 to \$50.00 the late penalty charge is \$5.00 per month; if the tenant's balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; and if the tenant's balance is in excess of \$100.01 the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the moorage fees and charges are not paid within 10 days of the date of billing. Past due accounts (accounts not paid within 10 days from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

b) Payment of Moorage Rates by Annual Yearly Lease Tenants, Late Charges and Interest

All moorage fees and other charges are payable in full at the time of issuance by District of the Berthing Permit and Rental Agreement and the Temporary Assignment Permit. All moorage fees and charges for use of a slip by yearly lease tenants shall be payable at the time of the issuance of the Berthing Permit and Rental Agreement by the District, or within 20 days of billing by the District. Failure of a yearly lease tenant to pay moorage fees and other charges or failure to pay charges within 20 days of the date of billing shall be a violation of this ordinance. If a yearly lease tenant fails to pay all moorage fees and charges due within 20 days from the date of billing, tenant shall pay to District a late penalty charge each month as follows: if the tenant's balance is \$0.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; and if the tenant's balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the moorage fees and charges are not paid within 20 days of the date of billing. Past

due accounts (accounts not paid within 20 days by yearly lease tenants from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.3 Security Deposit

District shall charge in addition to the above for a Berthing Permit and Rental Agreement a security deposit which shall be a sum equal to one month 's rental charge.

Section 5.4 Change of Moorage Rates

District shall have the right to change or increase the moorage rates for a Berthing Permit and Rental Agreement for a slip by giving lessee 30 days oral or written notice.

Section 5.5 Exclusive Possession

District may issue a Berthing Permit and Rental Agreement to a lessee for exclusive possession or use of such berth in sum per foot, based upon the length of the slip used, length of lessee's vessel, or combined length of vessels, whichever is greater. In the event lessee's use is based upon a monthly rental for exclusive use or possession of such berth, District may not sublet the use of the slip to others so long as lessee is not in default in any of the terms of the Berthing Permit and Rental Agreement or any law or ordinances, except in case of emergency.

Section 5.6 Non-Exclusive Possession

District may issue a Berthing Permit and Rental Agreement for non-exclusive possession or use of such berth in a sum per foot, based upon the length of the slip used, length of lessee's vessel, or combined length of vessels whichever is greater. In the event lessee's use is based upon a monthly rental for non-exclusive use, possession of the slip is for non-exclusive possession or use of such berth. Non-exclusive possession or use of the slip or berth means a right to the use of specific slip or berth when such specific slip or berth is also used intermittently by owners, even though such possession or right to use such a slip or berth is paramount to any use by others. District reserves the right to assign to others the right to use such facility when lessee's use is based upon a non-exclusive use. In the event lessee's use is based upon non-exclusive use as provided for in the Berthing Permit and Rental Agreement, and lessee's vessel will be absent from a slip for a stated period of time of 5 days or more, District may, at its sole option, allow use of sublet of the slip by another vessel for such stated period and District may, in its sole and absolute discretion, collect moorage fees from another vessel and lessee shall receive no credit or reimbursement from District. Prior to lessee's vessel departure of 5 days or more, lessee shall notify District of the vessel's intended schedule and the District shall have the right to rent the slip to other vessels, including but not limited to transient vessels during lessee's absence. District shall be under no obligation to have the slip clear for lessee prior to the intended estimated time of arrival unless lessee notifies the District at least 24 hours in advance of its arrival.

Section 5.7 Receipts

The Harbor Master shall prepare and sign all receipts in triplicate for all moneys paid as rental or otherwise, giving the original receipt to the payers, delivering one carbon copy to the Treasurer of the District and keeping one carbon copy on file in the District's records. The Harbor Master shall be subject

to such further rules and regulations as may be provided by the Board of Commissioners by resolution or motion.

ARTICLE 6 RULES AND REGULATIONS

Section 6.1 Tampering with or Boarding Vessels

It shall be unlawful for any person to willfully injure, break, remove or tamper with any part of any vessel in the Woodley Island Marina, any waterway or facility thereof, or to climb into or upon any vessel without the consent of the owner unless in the performance of official duties or to protect life or property.

Section 6.2 Hours of Darkness

During hours of darkness, a lessee, boat owner, crew member, their guests and invitees shall be the only persons allowed in the dock area. All other persons shall be considered trespassers. It shall be unlawful for any persons other than a lessee, boat owner, crew member, their guests and invitees to go upon the dock area during hours of darkness except as permitted by the Harbor Master.

Section 6.3 Minors in Harbor

It shall be unlawful for any person under the age of 13 years to go, remain, or be upon any of the gangways, floats or vessels in the Woodley island Marina unless such person is accompanied by an adult, or unless such person has the written permission of the owner of any vessel located at the Woodley Island Marina to go upon such vessel, or unless such person has permission of the Harbor Master.

Section 6.4 Use of Vessels as a Residence

No vessel moored or berthed within the Woodley Island Marina shall be used as a place of residence except the holder of a Live Aboard Permit issued by the District as provided in Article 10 hereafter. Living aboard or overnight occupancy of any vessel in the Harbor for more than 3 consecutive nights on the vessel by any person or persons at any time is strictly prohibited, except the holder of Live Aboard Permit issued by the District as provided in Article 10 hereafter. No vessel shall be used as a residence, except a transient vessel occupying a berth under a temporary assignment for less than thirty (30) days or the holder of Live aboard Permit issued by the District as provided in Article 10 hereafter. For the purpose of this regulation, and vessel used as an overnight accommodation for 1 or more persons in excess of 3 nights in any 7-day period shall be considered a residence.

Section 6.5 Refuse

- a) No persons shall throw, discharge, or deposit from any vessel or from the shore or float, or in any other manner any refuse matter, human waste, fish parts, bilge water, or garbage of any kind whatsoever into or upon the water of the Harbor or in, no or upon the banks, walls, sidewalk, parking area, or any waters within the boundaries of the Harbor.

- b) No person shall dump or discharge oil, spirits, inflammable liquid or contaminated bilge water into the Harbor. All garbage shall be deposited in receptacles furnished by the District.
- c) No person on board any vessel moored in the Harbor shall use the sanitary facilities, toilet, sinks on board such vessel unless it is equipped with a marine sanitary device or other approved device for sewage disposal that is in proper working order.
- d) No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas of the Harbor, or throw or deposit such materials in the waters of such areas.
- e) Pets shall not be allowed to commit any nuisance within the Harbor and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet. Dogs shall not be allowed on any dock, pier or on the Harbor grounds except while on leash, accompanied by its owner and going to and from a motor vehicle and vessel. Cats or other pets shall not be allowed on any dock, pier or on the Harbor grounds except while on leash or transported manually and accompanied by its owner and going to and from a motor vehicle and a vessel. Dogs, cats and other pets are prohibited at all times on any vessel holding a Live Aboard Permit as provided for in Article 10 hereafter. Any person or vessel holding a Live Aboard Permit shall remove all dogs, cats and other pets from the vessel.
- f) Bulk fueling of any vessel in the Marina is prohibited.
- g) The use of AC-DC battery chargers within the Marina is prohibited and no person shall use AC-DC battery chargers.

Section 6.6 Wharves, Floats and Piers

- a) All vessels must be secured so that no part including bow sprit, boom, boomkin, or equipment shall block any portion of the walkways.
- b) A vessel may extend beyond the fairway end of the slip if, in the discretion of the District, does not create a navigational hazard.
- c) Walkways and fingers may not be obstructed in any manner except for a landing step as hereinafter provided. Landing steps must be of the floatable kind, not used for storage and shall not be more than one-half the width of the finger. When not in use, landing steps shall be kept on board the vessel.
- d) No tires, ropes, canvases or other materials shall be nailed or attached to finger piers, docks and piles without the written approval of the District. Dock lockers or similar dock storage is prohibited. Only floatable type fenders are permitted within the marina. Vehicle tires are specifically prohibited.
- e) Major repairs or servicing of a vessel in the Marina are prohibited except upon the prior written authorization of the District. Vessel maintenance work shall be limited to that required to maintain vessel seaworthy and in operable condition. No person shall obstruct piers and access to fingers with tools and equipment used for minor maintenance and repair.
- f) No person shall engage in exterior power spray painting in the Marina. The sanding of surfaces shall be by hand or small power sander only within the Marina and all

persons sanding surfaces shall control all sand, paint and dust and keep the same out of the waters of the Marina.

- g) No persons shall display on any vessel a "For Sale" sign in excess of 150 square inches on the face.
- h) At such time as it may become necessary to perform work onboard a vessel involving use of welding or burning equipment, every person intending to engage in welding or burning on board a vessel shall notify the District of the nature and extent of the proposed work, the workman or company doing the work and the date and time the work shall be performed. This notification shall be given to the District prior to the start of work and whenever practical at least one day before the work is to be performed. All such work of welding or burning shall be performed only at the Marina work dock. No persons shall engage in welding or burning on board a vessel in any location in the Marina other than the Marina work dock.
- i) Mooring lines shall be provided by permittee or lessee using a slip and shall be of sufficient number, strength and size to insure that vessels remain securely moored under all conditions. Any mooring lines provided by the District to secure any vessel shall be charged to the vessel owner and lessee at a reasonable value thereof, plus installation costs.

Section 6.7 Uses Prohibited

- a) No business or commercial enterprise, including charters and vessels carrying passengers for hire, shall be conducted in the Marina except under special permit of the District and upon payment of such rates as may be adopted by the District.
- b) No brokers, peddlers, agents or solicitations shall be permitted in the Harbor except upon the prior written consent of the District.
- c) No person shall enter upon the premises known as the Wildlife Habitat Area and enclosed by fences where signs forbidding trespass are displayed except by written permit from the District or the California Department of Fish and Game.

Section 6.8 Crews and Guests

Owners of vessels and a lessee of the Berthing Permit and Rental Agreement and persons in possession of vessels are responsible for crews and guests aboard a vessel for compliance with all rules, regulations and provisions of the Berthing Permit and Rental Agreement and Temporary Assignment while in the harbor.

Section 6.9 Documentation or Registration

All vessels required to be either documented with the United States Government or registered with the state must remain currently documented or registered to retain a berth assignment.

Section 6.10 Fishing and Swimming

- a) No person shall engage in fishing from the Marina walkways, fingers or floats
- b) Recreational swimming in the Marina is prohibited. Diver maintenance of a vessel is permitted only after notification given by the owner or lessee of a vessel first

notifying the District. All diver maintenance of vessels shall provide for a tender in attendance and display of a diving flag.

Section 6.11 Speed in Marina

- a) Speed within the main channel of the Marina shall be limited to five (5) nautical miles per hour or less.
- b) Speed between piers and mooring areas shall be limited to no wake.
- c) Vessels under way within the Marina limits shall be for the purpose of mooring, entering or leaving a berth. Cruising between piers is strictly prohibited.
- d) All persons operating a vessel in the Woodley Island Marina shall be liable for all property damage, bodily injury or death caused by the wake of the vessel.

ARTICLE 7 PARKING AND VEHICLE CODE REGULATIONS

Section 7.1 Authority

The following regulations are adopted pursuant to Section 21113 of the California Vehicle Code and shall apply to the Woodley Island Marina parking areas.

Section 7.2 Obstruction of Traffic

No vehicle shall be parked so as to obstruct the road, driveway, gate or other public access.

Section 7.3 Bicycles and Motorcycles

Bicycles and motorcycles and motor driven cycles are subject to all requirements of this article and shall not be permitted on any pier or any float except when manually transported to or from a vessel occupying a berth in the marina.

Section 7.4 Parking of Vehicles

A lessee may park one motor vehicle only in the Marina parking area as designated by the Harbor Master. The District reserves the right to regulate all parking of motor vehicles, including guests and invitees or lessee. The use by lessee of the Districts parking area shall be as a licensee only. The District may require a lessee to display a District's vessel lessee's decal on lessee's vehicle while on the Marina premises.

Section 7.5 Overnight Parking of Vehicles

No overnight parking of vehicles of any kind shall be permitted except under the provisions of a permit issued by the Harbor Master. The Harbor Master may issue a parking permit for a vehicle listed on the permit statement up to a maximum of one vehicle for each lessee.

Section 7.6 Dry Storage of Trailers and /or Trailered Boats

Designated areas of land may be used for storage of boat trailers, trailered boats, or recreational vehicles as approved by the Harbor Master, upon payment of fees as designated by motion or resolution of the Board of Commissioners. Storage of these vehicles shall be prohibited except in areas designated

for such use by the District and after issuance of a permit by the Harbor Master.

Section 7.7 Regulation of Parking

The District reserves the right to regulate parking of motor vehicles and to require parking stickers. All vehicles left unattended or illegally parked shall be towed away at the owner's or lessee's expense.

Section 7.8 Prohibited Parking Areas

No person shall park a vehicle upon or adjacent to the Highway 255 interchange, the entrance road to the Maina known as Startare Drive, or in any location in the Woodley Island Marina wherein parking is prohibited by sign.

ARTICLE 8 DEFAULT

Section 8.1 Termination of Permits

In the event of any default by lessee in the payment of rent or lessee's other obligations as set forth in the Berthing Permit and Rental Agreement or Temporary Assignment, or lessee's other obligations hereunder, as set forth in this ordinance, the District may forthwith terminate the lessee's Berthing Permit and Rental Agreement or Temporary Assignment and lessee's rights thereunder without further notice, in which event lessee shall promptly surrender the premises, remove the vessel and pay the District all sums to which the District may be entitled, including damages, damage to District's property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 8.2 Re-entry by District

As an additional remedy to the District as that set forth in paragraph 8.1 above, for any such default by lessee, the District may without terminating the Berthing Permit and Rental Agreement and Temporary Assignment, re-enter the slip and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to this effect is given by the District to lessee and the District may remove all persons on the vessel and property therefrom, transfer such property or vessel to a public warehouse, anchorage or elsewhere at the expense of lessee and relet the premises for the account of lessee. In this event, lessee shall be responsible and liable to the District for all costs of re-entry, repossession, handling, storage and anchorage charges, attorney's fees, marshal or sheriff's fees, advertising, and any other costs or expense to the District incurred by the District by reason of any default hereunder by lessee or by reason of the District exercising any of its rights hereunder.

Section 8.3 Lessee's Failure to Comply

In the event the Board of Commissioners of the District determines that lessee has failed to comply with the terms and provisions of the Berthing Permit and Rental Agreement or Temporary Assignment or with the ordinances, rules and regulations promulgated by the District, for the safety of District's marina, the Berthing Permit and Rental Agreement and Temporary Assignment may be

terminated forthwith by the District and upon being so notified in writing by the District., lessee shall immediately remove his vessel from the assigned berth and out of and away from District's marina facilities.

ARTICLE 9 ENFORCEMENT

Section 9.1 Violation of Ordinance

The Harbor Master or his designated representative shall have full authority to enforce the provisions of this ordinance and to issue citations for violations of any provision of this ordinance.

Section 9.2 Violation a Misdemeanor

Any person violating any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$500.00 per offense, or by imprisonment in the county jail for a period not to exceed six months, or both such fine and imprisonment. Each day any person is in violation of the provisions of this ordinance shall constitute a separate offense punishable as provided herein.

ARTICLE 10 LIVE ABOARD PERMIT AND USE OF VESSEL AS A RESIDENCE

Section 10.1 This article shall regulate persons living upon vessels with the Woodley Island Marina

Section 10.2 Living Aboard Vessel Prohibited Except As Provided for Herein

Article 6, section 6.4 is incorporated herein and made a part hereof as if fully set forth.

Section 10.3 Application for Live Aboard Permit

- a) Any non-transient commercial or recreational vessel leasing a berth for a period of 30 days or more shall be required to make application to the District for an annual Live Aboard Permit prior to persons residing or living aboard a vessel.
- b) The application shall identify the persons who shall live aboard the vessel.

Section 10.4 Live Aboard Permit

- a) Upon the filing of an application for live aboard, an inspection of the vessel shall be made by the District to determine vessel suitability for live aboard.
- b) Live aboard vessels shall be in a seaworthy (ocean cruising) condition and of a design suitable for recreational or commercial operation on the waters of the Pacific Ocean. Live Aboard permits shall not be granted for vessels such as houseboats, barges, floating homes, or other vessels not designed for or safely capable of navigating open waters.
- c) Each live aboard vessel shall comply with all local, federal and State of California laws, rules and regulations, including those pertaining to navigational, marine sanitation devices, and safety equipment. No vessel shall at any time discharge untreated sewage or wastewater into the waters of Humboldt Bay in violation of

existing law. Live aboard vessels in the Woodley Island Marina equipped with holding tanks shall deposit all sewage and wastewater into the sewage pumping system provided by the District.

- d) Pets shall not be allowed to commit any nuisance within the Harbor and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet. Dogs shall not be allowed on any dock, pier, or on the Harbor grounds except while on leash, accompanied by its owner and going to and from a motor vehicle and vessel. Cats or other pets shall not be allowed on any dock, pier or on the Harbor grounds except while on leash or transported manually and accompanied by its owner and going to and from a motor vehicle and a vessel. Dogs, cats and other pets are prohibited at all times on any vessel holding a Live aboard Permit. Any person or vessel holding a Live Aboard Permit shall remove all dogs, cats and other pets from the vessel.
- e) Vessels holding a Live Aboard Permit shall be inspected upon reasonable notice by the District at any time to determine if the vessel complies with all local federal State of California or District laws, rules and regulations.
- f) The location of the live aboard vessel berth assigned shall be designated by District and shall be at the convenience of the Marina.
- g) The number of permitted live aboard vessels shall not exceed twenty-four (24) in the Woodley Island Marina.
- h) Only the registered owner of the vessel, the registered owner's family and crew members and employees of the owner shall be allowed to live on permitted vessels to the numerical limit set by the District.
- i) Vessels shall not be leased or rented to third parties for the purpose of residency. Any transfer, assignment or subletting of the Live Aboard Permit without the written consent of the District is prohibited.
- j) No appurtenances, structures, or writing shall be placed on the exterior of a permitted live aboard vessel without the written permission of the District.
- k) Holders of Live Aboard Permits shall agree to enhance Woodley Island Marina security and surveillance assistance to District by calling attention to District attendant or staff damage to any vessels on pier, unauthorized persons visiting piers, or possible violations of law.
- l) That upon a finding by District that the applicant complies with the provisions of this Ordinance and upon applicant executing a Live Aboard Permit Agreement, District may issue an annual permit for live aboard upon a vessel. District may at any time forthwith terminate the Live Aboard Permit Agreement or live aboard status of a vessel for cause, noncompliance with the conditions of this Ordinance or the Live Aboard Permit Agreement or by giving thirty (30) days written notice of termination to the Permittee/Lessee.
- m) The District shall have the right in the Live Aboard Permit to limit the maximum number of persons living aboard a vessel.

Section 10.5 Fees and Charges for Live Aboard Vessels

- a) The applicant for a Live aboard Permit shall pay to the District an initial application and inspection fee of Fifteen (\$15.00) Dollars.
- b)
 - 1. For the first two (2) persons living aboard, a fee of One Dollar and thirty-cents (\$1.30) per foot per month based upon the length of the slip used, length of the vessel, or combine length of vessels, whichever is greater when all of the rent is paid in advance on an annual basis. For the first two (2) persons living aboard, a fee of One Dollar and fifty cents (\$1.50) per foot per month based upon the length of slip used, length of vessel, or combined length of vessels, whichever is greater when the rental is paid on a monthly basis.
The effective date of this Amendment is 30 days after date of first publication in the Times-Standard newspaper, Eureka, California.
 - 2. For each additional person over the age of twelve (12) years, an additional fee of twenty-five cents (\$0.25) per foot per month based upon the length of slip used, length of vessel, or combined length of vessels, whichever is greater.
- a) That the fees and charges set forth in this Section 10.5 shall apply to those persons living aboard vessels on or after September 1, 1981, and for which a Live Aboard Permit is issued thereafter.
- b) That the rates, charges and fees for live aboard moorage as provided for in this Article 10 shall be modified, altered or changed upon Amendment to this Ordinance or resolution of the Board of Commissioners.

Section 10.6 Effective Date of this Amendment

That this ordinance is an urgency ordinance passed for the immediate preservation of the public peace, health or safety and shall take effect upon its publication in the Times-Standard newspaper, Eureka, California

ARTICLE 11 STORAGE ON WOODLEY ISLAND

Section 1.0 This article shall regulate the storage of marine supplies and equipment on Woodley Island.

Section 1.1 Storage of Marine Supplies and Equipment Prohibited Except as Provided for Herein.

Section 1.2 Definitions

- a) "Lessee" means the legal owner, operator, or individual in possession of a properly executed Berthing Permit and Rental Agreement or Temporary Assignment using a berth or slip by authority of District.
- b) "Storage Permit and Rental Agreement" shall give the Lessee the right to use the storage area described in the Storage Permit and Rental Agreement for a period of not less than thirty (30) days on a periodic month to month tenancy.

- c) "Temporary Assignment for Storage" shall give the Lessee the right to interim use of the storage area described in the Temporary Assignment of Storage agreement by any Lessee requesting use of the facilities for a period of one (1) day to a maximum of fourteen (14) days.
- d) "Storage Area" shall mean the paved area of Woodley Island at the most extreme northwestern point, surrounded by a chain link fence.
- e) "Work Yard" shall mean the paved area of Woodley Island along the north side of the work dock and west of the Maintenance building, surrounded by a chain link fence.

Section 2.0 Duties of the Harbor Master

Section 2.1 It shall be the duty of the Harbor Master to:

- a) Carry out and enforce the orders of the Board, the provisions of this ordinance and all regulations and laws of the District, the waters and uplands in the Woodley Island Marina.
- b) Assign Storage Permit and Rental Agreement and Temporary Assignment of Storage to Lessee with the Woodley Island Marina.
- c) Execute on behalf of the District Storage Permit and Rental Agreements and Temporary Assignments for Storage for the assignment of storage within the Woodley Island Marina.
- d) Order any Lessee improperly using storage or in violation of any provision in this ordinance, to change its position to one as shall be designated by the Harbor Master or to remove the same from the Woodley Island Marina, and in the event that the Harbor Master's orders are not complied with, to cause such storage items to be moved and/or removed, and to collect the cost thereof from the Lessee.

Section 3.0 LIABILITY OF LESSEE

Section 3.1 Assumption of Risk

Any person using the facilities within the confines of the Woodley Island Marina shall assume all risk of damage or loss to his/her property and the District assumes no risk on account of fire, theft, act of God, or damage of any kind to any items stored within the Woodley Island Marina.

Section 3.2 Hold Harmless

Lessee covenants and agrees to indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees and representatives, against any and all damages to property or injuries or death of any person or persons arising from Lessee's use of the District's facilities, or from intentional, careless, or negligent acts of conduct (or failure to act) of Lessee or his agents, employees, guests or representatives, and to further defend, indemnify and save harmless the District, its Board of Commissioners, its Harbor Master, employees or representatives against any and all claims, actions, proceeding, expenses and liabilities whatsoever arising therefrom or connected therewith.

Section 3.3 District Not Liable for Loss

The District shall not be liable in any manner or for any cause whatsoever for any supplies and equipment thereof, or any loss or damage thereto howsoever occasioned, storage shall be at the sole risk of Lessee.

Section 3.4 Damage to District property

Lessee agrees to pay, on demand of District, for all damage done to District's property or facilities by Lessee or the items stored, or by Lessee's agents, employees or representatives.

Section 3.5 Risk of Lessees

This Storage Permit and Rental Agreement is for rental of space only, such space to be used at the sole risk of Lessee and neither the District nor the Board of Commissioners, its Harbor Master, employees or representatives, shall be responsible or liable to any extent or in any manner for the care or protection of the items, gear, equipment, or contents, or for any loss or damage of whatever kind or nature to said items, gear equipment, or contents however caused or occasioned. Lessee hereby releases the District from all claims and causes of action therefore that exist or may arise in the future.

Section 3.6 District Non-Responsibility

The District shall not be liable in any manner or for any cause whatsoever for Lessee's space or its contents, gear and equipment thereof, or any loss or damage thereto howsoever occasioned any us of District facilities, including storage and shall be at the sole risk of Lessee. Lessee acknowledges and agrees that the District has made and makes no warranties or representations, either expressed or implied, with respect to the present of future suitability or condition of District storage areas, facilities, walks, ramps, equipment, building, premises or other property under the control of the District. Lessee understand that District premises and facilities are located on lands owned by the District and Lessee agrees to indemnify and hold harmless the District, the Economic Development Administration, the California Department of Boating and Waterways and their respective officers, agents and employees from against all claims, demands, liability, damage and loss including attorney's fees actually uncured for injuries or death to persons, or property (including the District) by reason of any matter, act, failure to act or omission arising out of or relating to the operation, use or possession of Lessee's items, this space, or District premises or facilities, or parcel leased by Lessee, Lessee's family, agents, employees, business visitors or invitees occurring at any time during the existence of this Agreement.

Section 3.7 Indemnification

District does not hereby assume custody or possession of the items nor any responsibility whatsoever for the care or protection of same. Rather, Lessee hereby assumes all risks associated with the use and occupancy of the space and agrees that District, its Directors, officers, agents and employees shall not be liable for any injury, including death, to any person caused by any use or occupancy of the space or arising from any accident or fire or other casualty therein or thereabout or from any other cause whatsoever, nor shall District, its

Directors, officers, agents or employees be liable for any loss of or damage to any gear, equipment, fittings, fixtures, contents and other articles belonging to Lessee or located in or about the space or the Marina. Lessee hereby agrees to indemnify and hold District, its Directors, officers, agents and employees harmless from all liability for any such injury, loss, damage or claim, including without limitation, reasonable attorney's fees and court costs.

Section 3.8 Permits Issues to Individuals Only

Storage Permit and Rental Agreement and Temporary Assignment for Storage shall be issues only with respect to a names individual or government entity and shall be valid only in respect to that individual or government entity.

Section 3.9 Assignment and Subletting

Lessee shall have no right or power whatsoever to assign this Storage Permit and Rental Agreement or sublet the space or any part thereof to any person or party whatsoever or for use by any other person or party whatsoever. No attempted transfer or assignment whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting, shall be valid or effective, but shall automatically terminate this Storage Permit and Rental Agreement.

Section 3.10 Notice to District

As a condition to the issuance of a Storage Permit and Rental Agreement and Temporary Assignment for Storage, the Lessee thereof shall at all times keep the Harbor Master informed of his/her current mailing address, telephone numbers, along with any additional emergency telephone numbers. The Lessee thereof shall also notify the Harbor Master immediately upon any change of ownership of items to which his/her Storage Permit and Rental Agreement or Temporary Assignment for Storage applies, and further agrees to ensure that items transferred or sold shall be removed from the facility, and shall further notify the Harbor Master immediately upon vacating the storage space assigned to the individual. Failure to keep the Harbor Master informed as to the provisions set forth in this paragraph shall be grounds for revocation for Storage by the District forthwith.

Section 3.11 Storage Assignment

- a) The location of the storage space shall be designated by the District and shall be at the convenience of the Marina
- b) No person shall store items at or in the Woodley Island Marina without having first secured a Storage permit and Rental Agreement or Temporary Assignment for Storage from the Harbor Master in the form and manner provided therefor. Storage assignments shall be made from a chronological waiting list. A vacant storage assignment will be offered first to that person highest on the list for that size storage assignment and then, if refused, in sequence to those next on the list. Acceptance of a storage assignment must be indicated within five (5) days of notification by payment of rent and deposits, and execution of a Storage permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.12 Storage Purposes Only

- a) A Storage Permit and Rental Agreement shall authorize the Lessee thereof to use the designated storage area at the Woodley Island Marina for storage purposes only and also authorizes the Lessee use of the work yard area for a maximum of three (3) days per calendar month at no additional cost for the purpose of storing, repairing or servicing of equipment. Any additional days spent in the work yard shall require a Temporary Assignment for Storage. District grants no further rights, privileges or uses. Additional or varying uses shall not be allowed except as provided in the ordinance and regulations of the District or under written authority by the District.
- b) A Temporary Assignment for Storage shall authorize the Lessee thereof to use the designated work yard at the Woodley Island Marina for a period of one (1) day to maximum of fourteen (14) days for temporary storage, repairs or servicing of equipment.

Section 3.13 Abandoned Property

All items will be considered abandoned when left on Woodley Island without a properly executed Storage Permit and Rental Agreement or Temporary Assignment for Storage or when left after termination of Storage Permit and Rental Agreement or Temporary Assignment for Storage for more than twenty-four (24) hours. In the event items are deemed abandoned, District shall post a thirty (30) day notice of intent to remove, sale, scrap, or destroy such items at the expiration of the thirty (30) days. If items are claimed within the thirty (30) days, owner shall pay the District for all temporary storage, relocation, and resecuring of the items plus all costs associate with the temporary storage of said items. If items are claimed but fees are not paid, items will still be considered abandoned. If items are not claimed within thirty (30) days they shall become property of the District and the District shall have the right to remove, sale, scrap or destroy such items.

Section 3.14 Permits Non-Assignable

Storage Permits and Rental Agreements or Temporary Assignments for Storage shall be non-assignable and are not transferable. No attempted transfers or assignments, whether voluntary or involuntary, by operation of law, under legal process of proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting thereof of any storage assignment shall be valid or effective and shall automatically terminate any Storage Permit and Rental Agreement or Temporary Assignment for Storage. Sale or transfer of any supplies and equipment covered by Storage Permit and Rental Agreement of Temporary Assignment for Storage transfers no right or privileges inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage, nor guarantees the issuance of a new Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.15 Sale of Items

Any sale or transfer of legal title in and to the items shall serve as an automatic termination of the Storage Permit and Rental Agreement and al rights of Lessee.

Section 3.16 Reassignment of Storage Space

Storage spaces may be reassigned at the discretion of the Harbor Master if an orderly administration of the Woodley Island Marina so requires. Holders of a Storage Permit and Rental Agreement and Temporary Agreement for Storage may apply for reassignment. However, reassignment is not a right or privilege inherent in the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 3.17 Temporary Reassignment of Storage Space

Items to which a Storage Permit and Rental Agreement or Temporary Assignment for Storage apply may be temporarily assigned or reassigned to other areas or spaces under the control of the Harbor Master to accommodate repairs, improvements, maintenance, construction, emergencies, or when necessary in order to permit maximum efficient public utilization of the Woodley Island Marina facilities.

Section 3.18 Storage Space May Not Be Sublet

Storage space designated by a Storage Permit and Rental Agreement or Temporary Assignment for Storage may not be sublet by Lessee.

Section 3.19 Notice of Cancellation to the District

A Storage Permit and Rental Agreement may be cancelled by the holder thereof upon thirty (30) days written notice to the Harbor Master. All items stored under the provisions of the Storage Permit and Rental Agreement shall be removed from the facility within the thirty (30) days.

Section 3.20 Failure to Comply, Revocation and Termination

If the Board of Commissioners or its Harbor Master determines the Lessee has failed to comply with the terms and provisions of the Storage Permit and Rental Agreement or Temporary Assignment for Storage or with the ordinances, rules and regulations promulgated from time to time by the District, for the safety of District's Marina, the Storage Permit and Rental Agreement or Temporary Assignment for Storage may be terminated forthwith by the District and upon being so notified in writing by the District, Lessee shall immediately remove all items from the assigned space and out of and away from District's facilities.

Section 3.21 Termination of Rights

- a) Upon expiration of Storage Permit and Rental Agreement or Temporary Assignment for Storage all rights thereunder shall automatically cease and terminate. No Storage Permit and Rental Agreement or Temporary Assignment for Storage shall be renewed if the holder thereof is in violation of any of the terms of this ordinance or regulations of the District or the Storage Permit and Rental Agreement or Temporary Assignment for Storage. No Storage Permit and Rental Agreement shall be renewed until all fees and charges due and payable to the District have been paid in full.

- b) If the Lessee holds possession of the premises after notice of termination by the District, Lessee's rental obligation to the District shall be at the monthly rental rate for Lessee's original agreement, or newest agreement, whichever is greater until Lessee actually vacates said space and otherwise upon all the Agreements herein contained.

Section 4.0 STORAGE RATES AND USE

Section 4.1 Storage Rates

Storage Rates are to be set by the Board of Commissioners at a duly held meeting.

Section 4.2 Security Deposit

District shall charge, in addition to the above , for a Storage Permit and Rental Agreement, a security deposit which shall be a sum equal to one month's rental charge and shall be refundable upon termination or applied towards the final month's rent.

Section 4.3 Change of Storage Rates

District shall have the right to change or increase the storage rates for a Storage Permit and Rental Agreement and Temporary Assignment for Storage by giving Lessee thirty (30) days oral or written notice.

Section 4.4 Non-Exclusive and Exclusive Possession

District may issue a Storage Permit and Rental Agreement for non-exclusive use of such space in a sum per square foot, based upon the area used. Lessee's use is based upon a monthly rental for non-exclusive use; possession of the space is for non-exclusive possession or use of such space. Non-exclusive possession or use of the space means a right to the use of specific space when such specific space is also used intermittently by others, even though such possession or right to use such space is paramount to any use by others. District reserves the right to assign to others the right to use such facilities when Lessee's use is based upon non-exclusive use. In the event Lessee's use is based on non-exclusive use as provided for in the Storage Permit and Rental Agreement and Temporary Assignment of Storage, and Lessee's space will be vacant for a stated period of time of five (5) days or more, District may, at its sole option, allow use of sublet of the space by another Lessee for such stated period and District may, in its sole and absolute discretion, collect storage fees from another Lessee and Lessee shall receive no credit or reimbursement from District. Prior to Lessee's departure from the space for a stated period of five (5) days or more, Lessee shall notify District of the Lessee's intended schedule and the District shall have the right to rent the space to other Lessees, including but not limited to temporary individuals during Lessee's absence. District shall be under no obligation to have the space clear for Lessee prior to the intended estimated time of arrival unless Lessee notifies the District at least twenty-four (24) hours in advance of his/her arrival.

Section 4.5 Notice of Possessory Interest Tax

Lessee is hereby notified by District that this Storage Permit and Rental Agreement or property interest created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Section 107 to 108 of the California Revenue and Taxation Code and that Lessees and/or

party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Section 5.0 PAYMENT OF STORSGE RATES

Section 5.1 Payment of Storage Rates by Month-to-Month Tenants, Late Charges and Interest

- a) All storage fees and other charges are payable in full at the time of issuance by District of the Storage Permit and Rental Agreement and the Temporary Assignment of Storage. All storage fees and charges for use of a storage area in excess of thirty (30) days shall be payable at the time of issuance of the Storage Permit and Rental Agreement by District.
- b) Failure of a month-to-month tenant to pay storage fees and other charges or failure to pay charges within ten (10) days of the date of mailing shall be in violation of this ordinance. If month-to-month tenant fails to pay all storage fees and charges due within ten (10) days from the date of billing, tenant shall pay District a late penalty charge each month as follows: if the tenant's account balance is \$0.01 to \$50.00, the late penalty charge is \$5.00 per month; if the tenant's account balance is \$50.01 to \$100.00, the late penalty charge is \$10.00 per month; and if the tenants account balance is in excess of \$100.01, the late charge penalty is \$15.00 per month. Late penalty charges are assessed if the storage fees and all other charges are not paid withing ten (10) days of the date of billing. Past due accounts (accounts not paid within ten (10) days from the date of the monthly billing) in addition to the late penalty charges shall have interest accrued on the unpaid balance at 1% per month.

Section 5.2 Default

In the even of any default by Lessee in the payment of rent or Lessee's other obligations as set forth in Ordinance No.9, the Woodley island Marina Rules and Regulations, the District may forthwith terminate the Storage Permit and Rental Agreement or Temporary Assignment for Storage and Lessee's rights hereunder without further notice, in which event Lessee shall promptly surrender the premises, remove all items from the District property and pay to the District all sums to which the District may be entitles, including damages, damage to District property, reasonable attorney's fees or other expenses for liability incurred by the District by reason of any such default.

Section 5.3 Re-Entry

As an additional remedy to the District for any such default by Lessee, the District may, without terminating the Storage Permit and Rental Agreement or Temporary Assignment for Storage, re-enter the space and take possession thereof. Provided, however, that no such re-entry shall be construed as an election to terminate unless written notice to this effect is givenby the District to Lessee and the District may remove all items and property therefrom, transfer such items and property to a public warehouse or elsewhere, at the expense of Lessee and relet the premises for the account of Lessee. Lessee shall be responsible and liable to the District for all cost or re-entry, repossession, handling, storage charges, attorney's fees, marshal or sheriff's fees, advertising and any other cost or expense to the District incurred by the District by reason of any default hereunder by Lessee or by reason of the District exercising any of its rights hereunder.

Section 5.4 Lien

Lessee acknowledges that the District has a lien upon all items stored and any property of Lessee located on the premises or under the control of the District to secure payment and performance of all obligations of Lessee hereunder which lien may be enforced by the District by using the procedure for enforcement of liens.

Section 5.5 Legal Fees

In the event it is necessary to institute legal proceedings to enforce any of the terms herein, or in the event of the breach of this Agreement by Lessee, Lessee shall pay to District its reasonable attorney's fees as fixed by the court.

Section 6.0 RULES AND REGULATIONS

Section 6.1 Rules and Regulations

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invites with all laws, ordinances, rules and regulations including those of the federal and state government, the County of Humboldt, the City of Eureka, the District and Ordinance No. 9, the Woodley Island Marina Rules and Regulations. Furthermore, Lessee shall at all times keep and maintain Lessee's space in a safe, orderly and clean condition while Lessee is renting said space. Lessee irrevocably authorized and appoints the District to remove Lessee's items and/or to remove any contents, gear or equipment from said space to any other space or storage in Humboldt Bay, or to place the same in storage at Lessee's expense if, in the discretion of the District, it may be necessary for the safety or security of the items or District property, or to repair District's facilities or for any other reason and the District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.

Section 6.2 Lessee's Care of Space

Lessee shall be responsible for keeping assigned storage area and any area used by Lessee in a clean and orderly condition. Clean up, removal and disposal of all garbage into trash receptacles furnished by the District shall be done on a daily basis and is the Lessee's responsibility. It shall also be Lessee's responsibility to gain compliance from Lessee's crew members, guests and invitees to keep storage area free of debris. Failure to keep assigned storage area and area used by Lessee shall be grounds for termination of the Storage Permit and Rental Agreement or Temporary Assignment for Storage.

Section 6.3 Modification of Space

No modification or alteration to District property shall take place without the express written consent of the District. Lessee agrees to make a written report to District of any conditions existing on or about the Marina which Lessee believes to be a hazardous condition or which might develop into a hazardous condition.

Section 6.4 Refuse

- a) No persons shall store, throw, discharge, or deposit in any other manner any reuse matter, bilge water, garbage, human waste, fish, shellfish, fish parts, dead animals,

or other putrefying matter of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.

- b) No person shall store, dump or discharge oil, spirits, inflammables, explosives or hazardous materials of any kind whatsoever into or upon the storage area or in, on or upon the banks, walls, sidewalks, parking area, or any waters within the boundaries of the storage area.
- c) Pets shall not be allowed in the storage area or any area of the Woodley Island Marina or be allowed to commit any nuisance within the Woodley Island Marina and the owners of said pets shall be responsible for cleaning up any nuisance or mess left by said pet.

Section 6.5 Repair and Services of Equipment

Major repairs or servicing of equipment in the storage area is prohibited. Every person intending to engage in any repairs or servicing of equipment or any welding or burning shall notify the District of the nature and extent of the proposed work and shall move the items to the work yard area to perform such work. This notification shall be given to the District prior to the start of work and whenever practical at last one day before the work is to be performed.

Section 6.6 For Sale

No Person shall display on any item a "For Sale" sign in excess of 150 square inches on the face.

Section 6.7 Securing and Security

- a) Storage area and work yard may remain locked at all times and District shall not be liable or responsible for security of items stored at the Woodley Island Marina while storage area and work yard are locked or unlocked.
- b) All items shall be placed and secured so that no part shall block any portion of any walkway, alleyway or extend beyond the boundary or space allowed by the Storage Permit and Rental Agreement and Temporary Assignment for Storage unless approved by District.
- c) At all times during which items are in storage, Lessee shall cause it to be clearly marked with the Lessee's name or vessel name and safely and properly secured in a manner acceptable to District. If District deems it necessary to make or resecure any or all items for any reason, Lessee agrees to pay a reasonable service charge for doing so, plus the cost of all materials used therefore. However, District assumes no responsibility for the safety of the items and shall not be liable for fire, theft, or any damage to the items or property be reason of District's decision either to resecure the items or to not resecure the items.
- d) The Chief Executive Officer, through the Board of Commissioners, has sole discretion over individual height requirement for the space.

Section 6.8 Hours of Darkness

During hours of darkness, Lessee, crew members, their guests and invitees shall be the only persons allowed in the storage area. All other persons shall be considered trespassers.

Section 6.9 Tampering with Storage Items

It shall be unlawful for any person to willfully injure, break, remove, or tamper with any part of any item stored at or on the Woodley Island Marina, any waterway or facility thereof, or to climb onto or upon any item without the consent of the owner unless in the performance of official duties or to protect life or property.

Section 6.10 Removal of Storage Items

- a) In the event District deems it necessary to remove or relocate storage items for any reason, Lessee shall pay a reasonable cost or charge thereof, plus all costs and materials used therefor. Removal, relocation or storage of items as provided in this ordinance shall be without liability to the District, its Harbor Master, employees or representatives. District shall assume no responsibility for the safety of storage items and shall not be liable for fire, theft, or any damage to storage items by reason of District's decision either to remove or relocate the storage items or not to remove or relocate the storage items.
- b) District may remove any supplies and equipment from a storage area to any other storage area at Lessee's expense if in the discretion of the District it may be necessary to do so for the safety or security of the items or District's property or to repair District's facilities, or for any other reason in the best interest of the District, and District shall have no liability for any loss or damage resulting therefrom or for any failure to move the same.
- c) Items left in the work yard beyond the maximum number of days allowed will be subject to removal and storage at the Lessee's expense.

Section 6.11 Compliance with Rules

At all times Lessee shall comply and shall obtain the compliance of Lessee's family, agents, employees, business visitors and invitees of all laws, ordinances, rules and regulations including those of the federal and state government, and the County of Humboldt, the City of Eureka, the District and Ordinance No. 9.

Section 7.0 MISCELLANEOUS

- a) Waiver of any provision hereof by the District shall not be deemed a continuing waiver or waiver of any other condition.
- b) No alteration, amendment or modification hereof shall be effective unless in writing signed by Lessee and the District.
- c) This is the only Agreement between the parties pertaining or related to the storage area or work yard and no oral agreements exist between the parties as to any matters related to the storage area or work yard whatsoever.
- d) All notices shall be deemed served 72 hours after deposit un the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to Lessee at the address respective parties have shown herein.

- e) This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.
- f) District retains the right to add to, alter, amend or modify any of the terms and conditions contained herein and said addition, alteration, amendment or modification by District shall become binding upon Lessee forthwith.

Lessee agrees to all of the provisions, terms and conditions of Ordinance No.9, the Woodley Island Marina Rules and Regulations. A copy of which is posted on the window of the District office located at 601 Startare Drive, Woodley Island Marina, Eureka, California, 95501 and is available to Lessee upon request.

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
(707)443-0801
P.O. Box 1030
Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
March 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: March 4, 2026

TITLE: Receive a status update on the Consideration of Adoptions Ordinance No. 21, An Ordinance of the Board of Commissioners of the Humboldt Bay, Harbor, Recreation and Conservation District Relating to the Prohibition, Storage and Handling of Offshore Produced Oil on District-Owned Property

STAFF RECOMMENDATION: Receive a status update.

SUMMARY: There is substantial evidence that the storing or handling of oil poses a significant risk of spills, adversely affecting District-owned property and posing a danger to the health and safety of people living, working, visiting, and recreating on these and adjacent properties. Such spills can decimate marine life by coating sea birds, marine mammals, and the toxic poisoning of finfish, shellfish, and marine ecosystems, with long-term effects such as reduced reproduction and slow regrowth.

Storing and handling oil on District-owned lands would be inconsistent with the District’s purpose and mandate, as set forth in its Master Plan and Appendix 2 of the California Harbors & Navigation Code.

ATTACHMENTS:

A. Ordinance No. 21

ORDINANCE NO. 21

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT RELATING TO THE PROHIBITION OF THE STORAGE AND HANDLING OF OIL PRODUCED FROM OFFSHORE OIL AND GAS DRILLING OPERATIONS ON DISTRICT-OWNED PROPERTY

The Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District does ordain as follows:

SECTION 1. Findings

The Board of Commissioners finds and declares:

- A. Proposals have been advanced and are under consideration by state and federal agencies for offshore oil and gas exploration, drilling, and production off the North Coast of California, including offshore areas adjacent to Humboldt Bay.
- B. Offshore oil and gas drilling and production operations proposed for the North Coast would reasonably require the use of onshore port, staging, storage, transfer, and handling facilities to support offshore activities.
- C. Absent express action by the District, District-owned property could be used for the staging, storage, or handling of oil produced from offshore drilling operations.
- D. The storage and handling of oil associated with offshore drilling and production operations poses a significant risk of spills, particularly in proximity to marine waters and sensitive coastal environments.
- E. Spills of oil staged or handled on District-owned lands could result in discharges to the navigable waters, shorelines, and tidelands of Humboldt Bay, harming public trust resources and public health and safety.
- F. Oil spills associated with offshore oil and gas production can cause severe and long-lasting harm to marine life and ecosystems, including seabirds, marine mammals, fin-fish, and shellfish.
- G. Oil spills and petroleum contamination associated with offshore oil handling facilities can result in long-term contamination of coastal lands, limiting reuse and redevelopment.
- H. District-owned lands are uniquely vulnerable to the impacts of oil spills due to their proximity to Humboldt Bay, tidal waters, wetlands, and sensitive habitats.
- I. While the District does not regulate offshore oil and gas exploration or production, it has the authority to determine how District-owned property is used, and allowing the storage or handling of oil produced from offshore drilling operations on District lands would facilitate such offshore development.

- J. Allowing the storage or handling of oil produced from offshore drilling operations on District-owned lands would be inconsistent with the District's purposes and mandate, as set forth in its Master Plan and Appendix 2 of the California Harbors and Navigation Code, including protection of water quality, conservation of natural resources, recreational use, and preservation of fisheries.
- K. In adopting this Ordinance, the District acts solely in its proprietary capacity as a landowner, and not as a regulator of offshore oil and gas activities or of private property.

SECTION 2. Intent

- A. This Ordinance is intended to protect and promote the health, safety, and welfare of the residents, visitors, and workers within the District by reducing the release of pollutants into the environment because of oil storage and handling.
- B. This Ordinance is also intended to reduce the public health, safety, or welfare impacts caused by the storage and handling of oil.
- C. This Ordinance is also intended to reduce the adverse impact on ecological and natural resources of Humboldt Bay, including tide and submerged lands, caused by the storage and handling of oil.
- D. This Ordinance prohibits making District-owned property available for the storage, handling, staging, transfer, or other support of oil produced from offshore oil and gas drilling or production operations.

SECTION 3. Definitions

As used in this Ordinance, the following terms have the following meanings:

- A. Oil means crude oil and related petroleum products produced from offshore oil and gas exploration, drilling, or production operations, including oil transported from offshore facilities for staging, transfer, or storage, but excluding finished petroleum products such as gasoline, diesel fuel, lubricants, and similar fuels used for ordinary marine, residential, or District maintenance purposes.
- B. District means the Humboldt Bay Harbor, Recreation, and Conservation District formed pursuant to Appendix 2 of the California Harbors and Navigation Code.
- C. Property Owned by the District means property in which the District holds a proprietary or fiduciary interest, including fee, trust, or leasehold interests. To the extent the District possesses a leasehold interest in lands affected by this Ordinance, this Ordinance shall apply solely to District agents, invitees, and licensees.
- D. Store or Handle or Storing or Handling, or Storage or Handling means to allow or maintain any containers, tanks, or holding vessels, including without limitation warehoused, or located above ground, underground, or within mobile containers,

or to load, unload, stockpile, or otherwise handle an/or manage, temporarily or permanently, oil.

SECTION 4. Prohibition On Storage and/or Handling of Oil

The District shall not lease, license, permit, or otherwise make District-owned property available for the storage, handling, staging, transfer, or other support of oil produced from offshore oil and gas drilling or production operations, except as necessary for the general operations of the District.

SECTION 5. Exemptions

The following non-commercial uses are exempt from the provisions of Section 4, above: residential, educational, scientific, recreational, religious, craft or cultural uses in which persons store or handle only incidental, consumer-scale quantities of oil or petroleum coke customarily associated with personal, educational, or maintenance activities. These exemptions are intended to apply only to incidental, non-commercial uses and shall not be construed to allow the storage or handling of oil associated with offshore oil and gas drilling or production operations. Nothing in this Section shall be construed to allow use of District-owned property to support offshore oil and gas drilling or production operations.

SECTION 6. Exceptions

- A. The provisions of this Ordinance are not applicable to the extent, but only to the extent, that they would violate the constitution or laws of the United States or of the State of California.
- B. Any person claiming to be adversely affected by an unlawful or unconstitutional application of this Ordinance may apply to the Executive Director of the District for an exception, setting forth the basis for the application and requesting an exception. The Executive Director or her/his designee must respond in writing within twenty-one (21) days, granting or denying the exception. Such determination of exception shall be published to the District website. An exception may be granted only upon a written determination that strict application of this Ordinance would violate the Constitution or laws of the United States or the State of California, and that granting the exception would not materially undermine the purposes and findings of this Ordinance. The burden of proof shall be on the applicant.
- C. Within ten (10) calendar days after publication of the determination of exception, any determination by the Executive Director that an exception will be granted or denied may be appealed by any person aggrieved by such action to the Board of Commissioners. If no appeal is filed, the Executive Director's decision is final.
- D. The Secretary of the Board will set the appeal for hearing before the Board of Commissioners at a regular or special meeting within sixty (60) calendar days and give notice to the applicant, the appellant, and by publication pursuant to

Government Code § 6061 not less than 10 days prior to the hearing. The hearing will be conducted *de novo*. The Board may continue the hearing from time to time. The Board's findings and determination on the appeal will be final and conclusive.

SECTION 7. Conflicting Provisions

Where a conflict exists between the requirements in this Ordinance and applicable requirements contained in other Ordinances of the District, the applicable requirements of this Ordinance prevail.

SECTION 8. CEQA

The Board of Commissioners finds, pursuant to the California Environmental Quality Act (CEQA), Guidelines section 15378, that this ordinance is not a Project as defined by CEQA. Furthermore, the ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) as it is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. These exemptions are intended to apply only to incidental, non-commercial uses and shall not be construed to allow the storage or handling of oil associated with offshore oil and gas drilling or production operations.

SECTION 9. Publication and Effective Date.

This Ordinance shall be published, within 15 days from the passage thereof, with the names of the members voting for and against it at least once in a daily newspaper of general circulation printed and published in the District. This ordinance shall take effect and be in force thirty (31) days from the date of its publication.

Introduced, passed, and adopted by the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District on this 12th day of February 2026, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen Kullmann, President
Board of Commissioners

ATTEST:

Aaron Newman, Secretary
Board of Commissioners

COMMISSIONERS
 1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Craig Benson
 5th Division
 Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
March 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: February 23, 2026

TITLE: Consider Adopting Resolution 2026-04, A Resolution Designating the Executive Director and Director of Administrative Services as Authorized Agents for the Purpose of Applying for and Receiving Funds from the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (Cal OES)

STAFF RECOMMENDATION: Staff recommends the Board Adopt Resolution 2026-04 and designate staff as Authorized Agents of the District for a period of 3 years for matters related to federal and state disaster assistance.

SUMMARY: Winter storms that occurred December 2022 through January 2023 significantly impacted District facilities including the Shelter Cover Breakwater and the Redwood Marine Terminal I dock. District Staff has engaged with FEMA/Cal OES through DR-4683-CA for disaster assistance to repair these facilities.

DISCUSSION: As the District is seeking disaster assistance from FEMA and Cal OES, Cal OES requires, through resolution, the District to assign authorized agents to represent the District for matters related to completing applications, engaging in the application process, and executing related task orders and agreements. The required designation may be for a special disaster or for a period of 3 years to include future incidents. As the District has had the recurring occasion to apply for disaster assistance, and as time is of the essence when applying for such assistance, staff is recommending the 3-year designation.

ATTACHMENTS:

- A. Resolution 2026-04**
- B. Cal OES Form 012**

**HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

RESOLUTION NO. 2026-04

A RESOLUTION DESIGNATING THE EXECUTIVE DIRECTOR AND DIRECTOR OF ADMINISTRATIVE SERVICES AS AUTHORIZED AGENTS FOR THE PURPOSE OF APPLYING FOR AND RECEIVING FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES)

WHEREAS, A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all applicants to be able to receive funding from the California Governor's Office of Emergency Services (Cal OES). A new resolution must be submitted if previously submitted resolution is older than three (3) years from the last date of approval. Cal OES requires use of their form without modification; this serves as an introduction and designates a Harbor District Resolution Number to the document (Exhibit 1).

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. that the governing body of the above agency does hereby resolve that the Executive Director and Director of Administrative Services are Authorized Agents for Cal OES.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 12th day of March 2026 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Stephen Kullmann, President
Board of Commissioners**

**Aaron Newman, Secretary
Board of Commissioners**

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2026-04** entitled,

A RESOLUTION DESIGNATING THE EXECUTIVE DIRECTOR AND DIRECTOR OF ADMINISTRATIVE SERVICES AS AUTHORIZED AGENTS FOR THE PURPOSE OF APPLYING FOR AND RECEIVING FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES (CAL OES)

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 12th day of March 2026; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of March 2026.

Aaron Newman, Secretary
Board of Commissioners



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20__

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
 (Name) (Title)

_____, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the _____
 (Governing Body)

of the _____ on the _____ day of _____, 20__.
 (Name of Applicant)

 (Signature)

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



List of Authorized Agents

Entity Name:

Cal OES ID:

- Enter each Authorized Agent (AA) as listed on the Designation of Applicant's Agent Resolution (Cal OES 130) for Non-State Agencies **or** as it appears on the Signature Authority (Cal OES 130SA) for California State Agencies.
- Check box to receive electronic copies of Cal OES Notification of Obligation and/or Payment packages. (Minimum 1 AA.)
- Email addresses must use an email that shares the official entity URL.

Authorized Agent Name	Authorized Agent Title	Email Address	Email Pkg?
<input type="text" value="Chris Mikkelsen"/>	<input type="text" value="Executive Director"/>	<input type="text" value="cmikkelsen@humboldtбай.org"/>	<input checked="" type="checkbox"/>
<input type="text" value="Mindy Hiley"/>	<input type="text" value="Director of Administrative Services"/>	<input type="text" value="mhiley@humboldtбай.org"/>	<input checked="" type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>

• An Approved Contact may be designated by an AA to request or receive information on grant payment status. Add them by inputting their information below. (Ex. Accounting/Admin offices) Must use an official email URL.

Approved Contact Name	Approved Contact Title	Email Address	Email Pkg?
<input type="text" value="Rob Holmlund"/>	<input type="text" value="Director of Development"/>	<input type="text" value="rholmlund@humboldtбай.org"/>	<input checked="" type="checkbox"/>
<input type="text" value="Natalie McLaughlin"/>	<input type="text" value="Project Analyst"/>	<input type="text" value="nmclaughlin@shn-engr.com"/>	<input checked="" type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
 (707)443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT
HARBOR DISTRICT MEETING
March 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: March 5, 2026

TITLE: Consider Adopting Resolution 2026-05, A Resolution to Authorize the Execution of a Grant Agreement and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area for Fiscal Year 2026-2027

STAFF RECOMMENDATION: Review and adopt Resolution 2026-05 and authorize the execution and acceptance of the California Department of Fish and Wildlife Grant Agreement No. Q2675051 in the amount of \$23,649.00.

SUMMARY: The California Department of Fish and Wildlife (CDFW) Office of Spill Prevention and Response (OSPR), in compliance with the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990, established five regional Harbor Safety Committees (HSC) throughout California as described in California Government Code 8670.23. Each HSC is responsible for planning for the safe navigation and operation of tankers, barges, and other vessels within each of California's principal harbors and must produce an annual Harbor Safety Plan (HSP) encompassing all vessel traffic within the harbor. These functions are essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.

DISCUSSION: To ensure that HSCs have the necessary resources to execute their designated duties, the OSPR Administrator has made grant funds available in each region to provide an executive secretariat to act as the coordinator for facilitating all communications between HSCs, subcommittees, and the OSPR. CDFW has approved the Humboldt Bay Harbor District to conduct the Secretariat Services for the HSC of the Humboldt Bay Area.

Secretariat activities are performed continuously on an annual basis and mainly consist of facilitating and hosting bi-monthly HSC meetings; Administrative support to the HSC; and editing, publication, and distribution of the annual Humboldt Bay HSP. The maximum reimbursement for the performance of all duties required by the agreement is \$23,649 per fiscal year. No matching funds are required.

ATTACHMENTS:

- A** Resolution 2026-05
- B** CDFW OSPR Grant Agreement No. Q2675051

***HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT***

RESOLUTION NO. 2026-05

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA FOR FISCAL YEAR 2026-2027

WHEREAS, the People of the State of California have enacted the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 covering all aspects of marine oil spill prevention and response in California. The provisions of the Act are implemented by the Administrator who heads the Office of Spill Prevention and Response; and

WHEREAS, California Government Code section 8670.23 directs the Administrator to establish a Harbor Safety Committee for the Humboldt Bay Area; and

WHEREAS, The Administrator has made grant funds available to provide an executive secretariat to ensure that Harbor Safety Committees have all resources necessary to execute their designated duties; and

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District is the Port Authority for Humboldt Bay and is a member of the Harbor Safety Committee of the Humboldt Bay Area; and

WHEREAS, the Humboldt Bay Harbor, Recreation and Conservation District, as a qualified local government agency, validly existing and in good standing under the laws of California, applied to the California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area; and

WHEREAS, the California Department of Fish and Wildlife has approved the Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to receive payment for said services; and

WHEREAS, the California Department of Fish and Wildlife requires a Resolution from the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District approving and authorizing the financial assistance of the Secretariat Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District hereby:

1. Accepts the award of a Harbor Safety Committee Secretariat Services Grant in the amount of \$23,649.00 from the California Department of Fish and Wildlife Office of Spill Prevention and Response; and

2. Certifies that the Humboldt Bay Harbor, Recreation and Conservation District has reviewed, understands, and agrees to the provisions contained in the grant agreement; and
3. Delegates the authority to the Executive Director, or his/her designee, to execute the grant agreement and any subsequent amendments with the State of California for the purposes of this grant, and to execute all other documents needed in connection with the Secretariat Services Grant Program.

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 12th day of March 2026, by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**STEPHEN KULLMANN, President
Board of Commissioners**

**AARON NEWMAN, Secretary
Board of Commissioners**

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2026-05 entitled:

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A GRANT AGREEMENT AND ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE OF THE HUMBOLDT BAY AREA FOR FISCAL YEAR 2026-27

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 12th day of March 2026; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of March 2026.

Aaron Newman, Secretary
Board of Commissioners



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**OFFICE OF SPILL PREVENTION AND RESPONSE
HARBOR SAFETY COMMITTEE SECRETARIAT SERVICES
HUMBOLDT BAY
GRANT AGREEMENT NUMBER – Q2675051**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: Humboldt Bay Harbor, Recreation and Conservation District
PO Box 1030
Eureka, CA 95502-1030

SECTION 1 – LEGAL BASIS OF AWARD

Pursuant to State of California Budget Act, Chapter 33, Item 3600-101-0320, the California Department of Fish and Wildlife (Grantor or CDFW), and in compliance with the Oil Spill Prevention and Response Act of 1990 as described in California Government Code 8670.23, the Office of Spill Prevention and Response (OSPR) Administrator is authorized to enter into this Grant Agreement (Agreement) and to make an award to the Humboldt Bay Harbor, Recreation and Conservation District (Grantee) for the purposes set forth herein. The Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, the Grantor and the Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.07 – General Terms and Conditions, the Grantor shall provide the Grantee with a maximum of \$23,649.00 (Grant Funds) to financially support and assist the Grantee’s implementation of Harbor Safety Committee Secretariat Services, Humboldt Bay (Project).

2.02 Term: The term of this Agreement is July 1, 2026, or upon the Grantor’s approval, whichever is later, through June 30, 2027.

SECTION 3 – ELIGIBLE USES OF GRANT

Only the Grantee expenditures that are necessary to implement this Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Grantor as follows:

- 4.01 Existence and Power:** The Grantee is a public entity, validly existing, and in good standing under the laws of California. The Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed, and delivered on behalf of the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable in accordance with this Agreement’s terms.

SECTION 5 – GRANTEE’S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to the Grantee to complete this Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** The Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** The Grantee agrees that only the Grantee expenditures that are necessary to implement this Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. The Grantee acknowledges that it may not transfer Grant Funds between or among budget line-items without written approval from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Payment Schedule:** Payments shall be made to the Grantee according to the payment and report schedule identified in Section 8 – Reports.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow the Grantor to fund this Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, the Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** The Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by the Grantor.
- 5.07 General Terms and Conditions:** The Public Entities General Grant Provisions

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

(Exhibit 1.a) and the Notice of Economic Sanctions (Exhibit 3) are attached hereto and made a part of this Agreement.

- 5.08 Amendments:** This Agreement may only be amended in accordance with Section 5.07 – General Terms and Conditions. The Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. The Grantee must include an explanation of and justification for any such request.
- 5.09 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. The Grantee shall pay the prevailing wage to all persons employed in the performance of any part of this Project if required by law to do so.
- 5.10 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that this Project received funds through the CDFW. Further, the Grantee shall include appropriate acknowledgement of credit to the Office of Spill Prevention and Response (OSPR) Grant Program and its implementing agency, the CDFW, for the Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.11 California Business and Professions Code Compliance:** The Grantee shall be responsible for obtaining the services of an appropriately licensed professional or appropriately licensed professionals if required by the California Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** Each Harbor Safety Committee (HSC) is responsible for planning for the safe navigation and operation of tankers, barges, and other vessels within each of California's major harbors, and producing an annual Harbor Safety Plan (HSP). This function is considered to be essential to the consistent achievement of maritime safety and the prevention of major marine oil pollution incidents.
- 6.02 Objectives:** To ensure the HSC's are able to execute their designated duties, the OSPR Administrator has entered into grant agreements in each region to provide an executive secretariat which will act as the coordinator for facilitating all

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

communications between the HSC, subcommittees, and the OSPR regarding the editing, publication and distribution of the annual Humboldt Bay HSP. The activities are performed continuously on an annual basis.

6.03 Project Description: The Grantee will manage this Project as described below:

The Grantee's Program Administrator will serve as the coordinator for setting up full and subcommittee meetings of the Humboldt Bay HSC. The Grantee will facilitate these meetings, as well as facilitate communications between the Committee, its subcommittees, interested parties, and the OSPR.

The Grantee's Secretarial Support will complete the various administrative tasks such as taking meeting minutes, maintaining databases, mailings, posting of notices, and safety plan distribution.

6.04 Location: Activities and meetings will primarily take place in the administration building in Humboldt County, California (Property).

6.05 Materials and Equipment: All materials (e.g., office supplies, notices, pamphlets, bulletins, harbor safety plans, etc.) necessary for the HSC will be furnished by the Grantee and procured with funding provided by the Grantor.

6.06 Project Implementation: Consistent with the Grantee's proposal for this Project, the Grantee will complete the following tasks in accordance with Section 6.07 – Schedule of Due Dates and/or Deliverables:

Task 1 – Project Management and Administration

The Grantee's Program Administrator will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, administering subcontracts, invoicing and payments, finalizing progress and final reports.

All aspects of this Project will be overseen by the Grantee's Program Administrator and will be assisted by Administrative Support .

Subtask 1.1 – Secretariat Services

The Grantee Program Administrator, assisted by the Administrative Support, will provide secretariat services, along with the associated expendable materials and supplies to the HSC.

Subtask 1.2 – HSC Meetings

The Grantee Program Administrator, assisted by Administrative Support, will organize and plan for bimonthly full HSC meetings, as well as any subcommittee or ad hoc HSC meetings. All meetings and HSC business shall be conducted in accordance with the California Brown Act, Public Records Act, and the Federal Americans with Disabilities Act.

Subtask 1.3 – Meeting Information

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

The Grantee Program Administrator, assisted by the Administrative Support, will post HSC meeting announcements and agendas in a conspicuous, publicly accessible space at the offices of the Humboldt Bay Harbor Recreation and Conservation District.

Subtask 1.4 – Correspondence

The Grantee Program Administrator, assisted by Administrative Support, will prepare and circulate correspondence as required by the HSC. At the Program Administrator's request, the Grantee personnel will circulate notices of HSC vacancies and any public hearings or workshops that OSPR may be conducting in the local area.

Subtask 1.5 – Record Maintenance

The Grantee Program Administrator, assisted by the Administrative Support, will store and maintain, in an orderly manner, a paper record of all meeting materials (as referenced above), HSC-generated documents, and any other materials which support HSC business, or were provided at HSC meetings. This is the official HSC record which is deemed to be the State property and shall be transferred to OSPR upon request by the Project Manager.

Subtask 1.6 – Bollard Pull Testing

The Grantee Program Administrator, assisted by the Administrative Support, will maintain copies of current bollard pull test certificates issued by the International Association of Classification Societies for tugboats, which escort tank vessels in Humboldt Bay in accordance with state regulations.

Subtask 1.7 – Media Contacts

The Grantee Program Administrator, assisted by Administrative Support, will direct all media contacts for work performed under this agreement to OSPR's public information officer.

Subtask 1.8 – Acknowledgement of the Media

The Grantee Program Administrator, assisted by the Administrative Support, will acknowledge the support of the State of California whenever publicizing the work under this agreement in any media form.

Subtask 1.9 – Information Requests

Media and public requests for public documents, such as agendas and approved minutes, will be addressed directly by the Grantee Program Administrator, assisted by the Administrative Support.

Task 2 – Database Maintenance

With assistance from an Information Technology Subcontractor (Subcontractor 1), the Grantee Program Administrator, assisted by Administrative Support, will maintain a complete database of all HSC members and alternates, agency liaisons, advisors, Chairs of the other four HSCs, and all parties who have attended a meeting or expressed interest in HSC's business. This HSC database will be used for all mail distributions, notifications and/or contacts. The Grantee will work with Subcontractor 1 to maintain the HSC database.

Task 3 – Meeting Schedule

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

The Grantee Program Administrator, assisted by Administrative Support, will prepare and circulate the current-year meeting schedule to all parties identified in the HSC database.

Task 4 – Meeting Attendance

The Grantee Program Administrator, assisted by Administrative Support, will travel to and attend all full HSC meetings, as well as any subcommittee or ad hoc HSC meetings. The Grantee Program Administrator, assisted by the Administrative Support, will prepare meeting agendas and minutes.

Task 5 – Meeting Materials

The Grantee Program Administrator, assisted by Administrative Support, will prepare and circulate meeting materials including, but not limited to, meeting notices, agendas, minutes, correspondence, announcements, and handout materials. Meeting materials should be received by the parties identified in the HSC database at least five working days prior to an upcoming meeting. To be in compliance with the Brown Act, in no case shall parties receive materials less than 72 hours prior to an upcoming meeting. Electronic communications may be used, but requests for paper media will be accommodated.

Task 6 – Committee Roster

The Grantee Program Administrator, assisted by the Administrative Support, will maintain a current HSC roster (a subset of the HSC database) of all HSC members and alternates, agency liaisons, and advisors. The Grantee Program Administrator, assisted by the Administrative Support, will provide a copy of the roster to all parties identified in the HSC database at least once a year, or when significant changes occur.

Task 7 – HSC Database

Subcontractor 1 will publish and circulate the current HSP as approved by the HSC, as well as any revisions of addendums, to all parties identified in the HSC database. Use of electronic media is preferred, but requests for paper copies will be accommodated.

6.07 Schedule of Due Dates and Deliverables:

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports	Due within 30 days following each calendar quarter (March, June, September, December)

Q2675051
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
			following grant execution.
		Monthly Invoices	Due within 30 days following each calendar month following grant execution.
		Final Report	June 30, 2027
		Final Invoice	June 30, 2027
1.1	Secretarial Services	Provide Secretarial Servies/Materials	June 15, 2027
1.2	HSC Meetings	Conduct Meetings	June 15, 2027
1.3	Meeting Information	Post HSC Meeting Information	June 15, 2027
1.4	Correspondence	Prepare and Circulate Correspondence	June 15, 2027
1.5	Record Maintenance	Maintain Records	June 15, 2027
1.6	Bullard Pull Testing	Maintain Certificates	June 15, 2027
1.7	Media Contacts	Direct Media Contacts	June 15, 2027
1.8	Acknowledgement of the Media	Acknowledge the State of CA	June 15, 2027
1.9	Information Requests	Address Requests	June 15, 2027
2	Database Maintenance	Maintain Database	June 15, 2027
3	Meeting Schedule	Annually Prepare and Circulate HSC Meeting Schedule	June 15, 2027
4	Meeting Attendance	Provide Secretariat Services. Attend HSC Meetings Every Other Month on the Third Thursday	July 31 2026, September 30 2026, November 28 2026, January 30 2027, March 31 2027, May 29 2027
5	Meeting Materials	HSC Materials and Meeting Minutes Shall Be Posted	No later than 14 days after each meeting.
6	Committee Roster	Maintain Committee Roster	June 15, 2027

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
7	HSC Database	Prepare and Submit Humboldt Bay Area HSP	June 15, 2027

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager		Grantee Project Manager	
Name:	Reuben Macaspac	Name:	Chris Mikkelsen
Title:	Oil Spill Prevention Specialist	Title:	Executive Director
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	601 Startare Drive Eureka, CA 95501
Phone:	(916) 708-3753	Phone:	(707) 443-0801
Email:	reuben.macaspac@wildlife.ca.gov	Email:	Cmikkelsen@humboldtby.org

Direct all administrative inquiries to:

CDFW Grant Coordinator		Grantee Project Coordinator	
Name:	Julia-Malia Olea	Name:	Denise Guerra
Title:	Contract/Grant Coordinator	Title:	Office Assistant
Address:	P.O. Box 944209 Sacramento, CA 94244-2090	Address:	601 Startare Drive Eureka, CA 95501
Phone:	(916) 216-1303	Phone:	(707) 443-0801 ext. 124
Email:	julia-malia.olea@wildlife.ca.gov	Email:	dguerra@humboldtby.org

SECTION 8 – REPORTS

8.01 Progress Reports: The Grantee shall submit Quarterly Progress Reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide the Grantee with a sample Progress Report upon request.

Requirements: The Progress Reports will consist of one hard copy or one electronic PDF copy. The Progress Reports shall describe specific grant activities that are not captured in the meeting minutes such as: accomplishments achieved; problems and solutions; and any pertinent information that may become available to the HSC during the quarter. Since the Agreement is for one year, Progress Reports are required for the first three quarters only. The fourth-quarter Progress Report will serve as the Final Report.

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

8.02 Final Report: The Grantee shall submit a Final Report by the date listed in Section 6.07 – Schedule of Due Dates and/or Deliverables. The report shall summarize the life of this Agreement and describe the work and results pursuant to Section 6 – Project Statement. The Final Report will consist of one hard copy or one electronic PDF copy. As stated above, the fourth quarter Progress Report will serve as the final report. It shall contain all items required in the quarterly report as well as a brief summation of all project activities performed throughout the complete term of the grant. The Final Report will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide the Grantee with a sample Final Report template, upon request.

8.03 Document Accessibility: CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all Office of Spill Prevention and Response Harbor Safety Committee Secretariat Services Grant Program Final Reports will be posted to CDFW’s website, grantees must ensure that the WCAG standards for adequate accessibility to people with disabilities are met for all Reports and associated submittals. Final Reports, and all associated documents, should be submitted as Word Documents for ease of editing to meet WCAG standards.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: The Grantor will provide an amount not to exceed \$23,649.00 as detailed in the Line-Item Budget Detail (Budget) below. The Grantee or its partners will provide up to \$0.00 in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement. The Grantee will provide the Grantor accurate records of all cost share with the Grantee’s Final Report.

Line-Item Budget Detail	
A. PERSONNEL SERVICES	
Program Administrator (\$70/hour @ 35 hours)	\$2,450.00
Administrative Support (\$30/hour @ 367 hours)	\$11,010.00
Subtotal Personnel Services	\$13,460.00
Staff Benefits 25% (If Applicable)	\$3,365.00
Total Personnel Services	\$16,825.00
B. OPERATING EXPENSES: GENERAL	
Field Supplies (List Grantee field supplies in Section 6.05 – Materials and Equipment)	\$4,840.10
Travel (Not to exceed state reimbursement rates)	\$1,250.00
Zoom License (12mo @ \$13.325/mo)	\$159.90
Subtotal Operating Expenses: General	\$6,250.00
C. OPERATING EXPENSES: SUBCONTRACTORS	
Subcontractor 1 – HSC Website Maintenance	\$574.00
Subtotal Operating Expenses: Subcontractors	\$574.00

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

Line-Item Budget Detail	
D. OPERATING EXPENSES: EQUIPMENT	
Not Applicable	\$0.00
Subtotal Operating Expenses: Equipment	\$0.00
E. INDIRECT COSTS	
Indirect Charge Rate 0% (Applies to Sections A + B only)	\$0.00
F. GRAND TOTAL (A+B+C+D+E)	\$23,649.00

9.01.1 Budget Flexibility: The Grantee must submit all budget line-item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact.

Informal Budget adjustments between existing line items may be permitted. Any revision to the Line-Item Budget Detail must comply with Section 5.08 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 – Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line-item shifts **within** a budget category (e.g., Field Supplies to Travel) of up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line-item shifts **within** a budget category (e.g., Field Supplies to Travel) that exceed \$25,000 or 10% of the Agreement amount, whichever is less.

9.02 Payment Provisions:

9.02.1 Disbursements: The Grantor will disburse Grant Funds to the Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

in Section 6.07 – Schedule of Due Date and/or Deliverables.

The Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	Humboldt Bay Harbor, Recreation and Conservation District
Attention:	Denise Guerra
Address:	PO Box 1030 Eureka, CA 95502-1030

9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee’s performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there is cost share involved with this Project, the final invoice must include a budget summary of cost share expenditures by fund source. The CDFW Grant Manager will provide the Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.07 – Schedule of Due Dates and/or Deliverables. The invoice package must be either mailed hard copy or electronic submission to CDFW Grant Manager contact located in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. The printed name of the Grantee on company letterhead;
3. The Grantee’s business address, including P.O. Box, City, State, and Zip Code;
4. The name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;
6. This Agreement number and the sequential number of the invoice (i.e., Q2675051-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
9. The original signature of the Grantee; and
10. The Grantee must provide supporting documentation for the invoice and actual receipts.

Q2675051

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:
Signature: _____
Printed Name: Chris Mikkelsen
Title: Executive Director
Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:
Signature: _____
Printed Name: Amy Mowrer
Title: Branch Manager, Business Management Branch
Date: _____

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



March 4, 2026

Chris Mikkelsen
Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive
Eureka, CA 95501

Re: Q2675051 – Harbor Safety Committee Secretariat Services - Humboldt Bay

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

Authorized Signature Date

Chris Mikkelsen, Executive Director
Printed Name and Title of Person Signing



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without written approval from CDFW.
4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

CDFW agrees to indemnify, defend, and save harmless Grantee and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors,



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CDFW in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of CDFW or its officers, agents, and employees.

6. **DISPUTES**: Grantee shall continue with its responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

- 9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 10. REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

- 11. RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

- 12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature of any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for this Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.a or amend this Agreement to reflect any reduction of funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both Parties or by any Party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all Grant Funds received under this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

14. USE OF SUBCONTRACTOR(S): If Grantee desires to accomplish part of the Project through the use of one or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, or their designated representatives with respect to subcontractors that complies with Section 4 of this Exhibit 1.a.;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.a; and
- e. Upon termination of any subcontract, the CDFW Grant Manager shall be notified immediately, in writing.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

- 15. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.
- 16. TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.
- 17. LIABILITY INSURANCE :** Unless otherwise specified in this Agreement, when Grantee submits a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without 30-days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combined, then Grantee's liability insurance shall provide such coverage for the subcontractor.

- 18. GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
- 19. EQUIPMENT PURCHASES:** For purposes of this Agreement, "**Equipment**" means tangible personal property having a useful life of four years, and "**Major Equipment**" means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW's request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

- 20. GRANTEE'S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee's process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.
- 21. DRUG-FREE WORKPLACE CERTIFICATION:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.

22. UNION ORGANIZING: Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
- b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
- c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

23. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

Grant Agreement Number: Q2675051

Grantee Name: Humboldt Bay Harbor, Recreation and Conservation District

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

COMMISSIONERS
 1st Division
 Aaron Newman
 2nd Division
 Greg Dale
 3rd Division
 Stephen Kullmann
 4th Division
 Craig Benson
 5th Division
 Jack Norton

Humboldt Bay
Harbor, Recreation and Conservation District
 (707) 443-0801
 P.O. Box 1030
 Eureka, California 95502-1030



STAFF REPORT - HARBOR DISTRICT MEETING

March 12, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: March 1, 2026

TITLE: **Consideration of Initial Fiscal Year 2026-2027 Budget Preparation Schedule**

STAFF RECOMMENDATION: Staff recommends that the Board direct staff to implement the proposed 2026-2027 Fiscal Year Budget Preparation Schedule.

SUMMARY: The Budget is prepared annually under the direction of the Executive Director. In accordance with CA Harbors and Navigation Code Section 6093, on or before June 15, the District Board shall estimate and determine the amount of money required by the Harbor District and shall adopt a preliminary budget. Per Section 6093.3, the final budget shall be reported to the Board of Supervisors no later than August 1st.

DISCUSSION: Staff recommends utilizing the following schedule to review goals, revenue, and expenditures by programmatic activity. These meetings will double as strategy sessions, which will be used by the Board, Executive Director, and District Staff to clearly understand where each activity is financially and what we can reasonably accomplish within our financial means. Staff will work with the Budget Subcommittee to prepare the budget and bring the complete budget to the Board for approval.

Date	Meeting Type	Purpose
April 09	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Woodley Island Marina 2. Fields Landing Boat Yard 3. Dredging
May 14	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Redwood Marine Terminal I 2. Redwood Marine Terminal II 3. Shelter Cove
June 11	Regular	A) Preliminary Goals, Income, and Expenditures: 1. Port Operations 2. Conservation and Recreation Programs 3. Administrative Services 4. General Operating and Staffing 5. Follow-up discussion from previous budget meeting topics B) Adopt Preliminary Budget
July 09	Regular	Budget Adoption and Transmission to the County Board of Supervisors