

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

DATE: September 10, 2026

TIME: Closed Session – 5:30 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.
- **ZOOM WILL NOT BE AVAILABLE AT THIS MEETING DUE TO TECHNICAL REASONS**

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@humboldtбай.org

1. Call to Order Closed Session at 5:30 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.

3. Move to Closed Session

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Terms of lease of real property in Fields Landing, Humboldt County, with Assessor's Parcel Numbers, 307-101-002 California pursuant to California Government Code § 54956.8. District negotiators: Chris Mikkelsen, Executive Director and Ryan Plotz, District Counsel. Negotiating party: Tod Reincke aka Reincke Marine Fabrication. Under negotiation: price and payment terms.

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 August 13, 2026
- b) Approve Purchase Order 2489 for the Pacific Offshore Wind Summit
- c) Approve Purchase Order 2491 for Gelin James
- d) Approve Employment Agreement for Natural Resources Coordinator
- e) Approve Lease Amendment for US Coast Guard

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
- 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 September 2026.

11. New Business

- a) Receive a Special Presentation from the Schatz Energy Research Center at Cal Poly Humboldt titled Humboldt Bay Shellfish Mariculture Business Survey: Assessing Economic Conditions and Contributions Adopt Resolution 2026-10 Aquaculture**

Recommendation: Receive the presentation and discuss as appropriate.

Summary: Tanner Etherton of Schatz Energy Research Center and California Sea Grant will provide a special presentation of their work examining the regional significance and economic importance of shellfish production in Humboldt Bay, highlighting the bay's High Health Status.

- b) Consider Adopting Resolution 2026-10, A Resolution Affirming the Humboldt Bay Harbor District's Commitment to Support the Sustainability of Humboldt Bay Mariculture Operations**

Recommendation: Staff recommends that the Board Adopt Resolution 2026-10, reaffirming its commitment to mariculture operations within Humboldt Bay.

Summary: Humboldt Bay yields a commanding portion of California's market-sized oysters and provides the majority of West Coast shellfish seed production. These successful bivalves are born from hatcheries and nurseries that benefit from the prime waters of the bay. Historically, the Humboldt Bay Harbor, Recreation and Conservation District supports regional aquaculture through proactive pre-permitting initiatives, infrastructure development, and lease management in both intertidal and subtidal zones. As development potential in and around Humboldt Bay creates challenges for mariculture, the District has a unique opportunity to reaffirm its commitment to working with the mariculture industry to understand, avoid, minimize, and mitigate current and future threats to the industry's sustainability.

- c) Authorize the Executive Director to Negotiate and Execute a Contract with the Northern California Indian Development Council to assist the District in Engaging Tribal Governments and Tribal Organizations in Planning and Design Activities Associated with the Heavy Lift Marine Terminal Project**

Recommendation: Staff recommends the Board authorize the Executive Director to negotiate and execute a contract with the Northern California Indian Development Council (NCIDC) in the amount of \$810,000. NCIDC will serve as a contractor to support specific elements of the Waterfront Facility Improvement Program (WFIP) grant related to California Tribal Organization Participation. Funding for these activities is derived from the WFIP Grant awarded to the District.

Summary: The District is currently advancing permitting, planning, and design for the proposed Heavy Lift Marine Terminal to support West Coast offshore wind energy development. An integral part of development is the inclusion, consultation, and participation of tribal entities. This contract is to engage Tribal governments and Tribal organizations in planning and design activities associated with the Heavy Lift Marine

Terminal Project. NCIDC will support Tribal participation by facilitating capacity-building opportunities that enable interested Tribes to engage in project-related discussions, engagement and consultation activities, and planning processes.

12. Adjournment

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

August 13, 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 – 5:01 P.M.

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

BUSINESS

- a) PUBLIC EMPLOYEE APPOINTMENT
Title: Special Counsel

REGULAR SESSION – 6:02 P.M.

ROLL CALL

PRESENT: BENSON
KULLMANN
NORTON

Commissioner Kullmann participated remotely pursuant to Government Code sections 54953.8 and 54953.8.3(c)(1), based upon a caregiving need involving a parent.

ABSENT: DALE
NEWMAN

QUORUM: YES

PLEDGE OF ALLEGIENCE

REPORT ON CLOSED SESSION: Commission met in closed session to consider the appointment of special counsel. Commission voted 3 to 0 to approve the appointment of the law firm Stoel Rives LLP to serve as special counsel with respect to permitting and environmental review associated with the Heavy Lift Multipurpose Marine Terminal Project. Executive Director Mikkelsen was given authorization to sign the engagement.

PUBLIC COMMENT: The following individuals addressed the Commission regarding subject matters not on the regular session meeting agenda: Rod Gonzales and Sebastian Elrite.

CONSENT CALENDAR

- a) Adopt Minutes for Regular Board Meeting on July 9, 2026
- b) Adopt Minutes for Special Board Meeting on July 16, 2026

- c) Approve an Employment Agreement for Marina Manager
- d) Receive District Financial Reports for May 2026
- e) Approve a Purchase Order to Complete a Six-Month Contract with Express Employment Professionals for Three Harbor Maintenance Workers

COMMISSIONER NORTON MOVED ACCEPT CONSENT CALENDAR ITEMS A-E.

COMMISSIONER BENSON SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: BENSON, KULLMANN, NORTON

Noes: NONE

Absent: DALE, NEWMAN

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received
 - I. Acknowledgement from SDRMA that the Humboldt Bay Harbor, Recreation and Conservation District has had no paid claims on property/liability insurance coverage in the last 5 years.
- b) Executive Director's Report
 - I. Executive Director presented Executive Director's report.
- c) Staff Reports
 - I. Staff presented a report.
- d) District Counsel Report
 - I. No report.
- e) District Treasurer Report
 - I. No report.
- f) District Engineer Report.
 - I. Executive Director presented the District Engineer report.
- g) District Planner Report
 - I. District Planner presented a 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. District staff presented the item with David Wills, Jon Finegold and Scott Lagueux of Moffat & Nichol.
 - II. The Commission discussed the item.
 - III. Vice Chair Benson opened the item to public comment. Rod Gonzales, Scott Frazier, Tina Manos, Todd Van Herpe, Sebastian Elrite, Sylvia Van Royen, Matt Simmons and Amy Jester commented.
 - IV. Vice Chair Benson moved the discussion back to the Commission.
 - V. Discussion item only, no formal action was taken.

NEW BUSINESS

a) Accept the Audit Report for the FY 2024-2025 Fiscal Year

- I. District Treasurer presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Benson opened the item to public comment. Rod Gonzales commented.
- IV. Vice Chair Benson moved the discussion back to the Commission.

COMMISSIONER NORTON MOVED TO ACCEPT THE AUDIT REPORT FOR THE 2024-2025 FISCAL YEAR.

COMMISSIONER KULLMANN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: BENSON, KULLMANN, NORTON

Noes: NONE

Absent: DALE, NEWMAN

Abstain: NONE

b) Authorize the Executive Director to Negotiate and Execute a Contract with Moffat & Nichol for the Continued and Expanded Planning, Permitting and Design Services, Funded by the California Energy Commission Waterfront Facility Improvement Program – OSW 25

- I. Executive Director presented the item.
- II. The Commission discussed the item.
- III. Vice Chair Benson opened the item to public comment. No one commented.
- IV. Vice Chair Benson moved the discussion back to the Commission.

COMMISSIONER NORTON MOVED TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH MOFFAT & NICHOL FOR THE CONTINUED AND EXPANDED PLANNING, PERMITTING AND DESIGN SERVICES, FUNDED BY THE CALIFORNIA ENERGY COMMISSION WATERFRONT FACILITY IMPROVEMENT PROGRAM – OSW 25.

COMMISSIONER BENSON SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes: BENSON, KULLMANN, NORTON

Noes: NONE

Absent: DALE, NEWMAN

Abstain: NONE

ADJOURNMENT – 8:20 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services



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

Purchase Order

Date	P.O. No.
9/3/2026	2489

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
2026 Pacific Offshore Wind Summit Platinum Sponsorship				\$15,000.00
Approved By:			Total \$15,000.00	



Offshore Wind California

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

RECEIVED
SEP 03 2026
H.B.H.R. & C.D.

Invoice

Date	Invoice #
9/3/2026	1390

Bill To

Humboldt Bay Harbor District
PO Box 1030
Eureka, CA 95502

Customers ID
Terms
Project

Date	Description	Quantity	Rate	Amount
4/1/2026	2026 Pacific Offshore Wind Summit Platinum Sponsorship		15,000.00	15,000.00

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 #: _____
Board of Commissioners
Approval Date: _____
(if required)

Total	\$15,000.00
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PO Box 1030
Eureka, CA 95502

Date	P.O. No.

Vendor

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

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EMPLOYMENT AGREEMENT
With
Michael Cipra

THIS AGREEMENT is between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a public entity, located in Humboldt County, California, herein referred to as "District", and Michael Cipra herein referred to as "Employee".

The parties recite that:

- A. District is a public entity with legal duties, powers, and obligations set forth in Sections 1 through 83 of Appendix 2 of the Harbors and Navigation Code of the State of California.
- B. Employee is willing to be employed by District, and District is willing to employ Employee in the unclassified, at-will position of Natural Resources Coordinator II on the terms and conditions hereinafter set forth.
- C. The position of Natural Resources Coordinator II is an unclassified service employee position as defined in Section 73 of Appendix 2 of the Harbors and Navigation Code. The position is an at-will position, and Employee shall have no property interest or contractual right to continued employment as Natural Resources Coordinator II for any specified period. Subject to applicable law, Employee's employment as Natural Resources Coordinator may be terminated at any time, with or without cause.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, DISTRICT AND EMPLOYEE COVENANT AND AGREE AS FOLLOWS:

- 1. Pursuant to this Agreement, Employee is employed as Natural Resources Coordinator II for the Humboldt Bay Harbor, Recreation and Conservation District effective September 1, 2026, and Employee hereby accepts and agrees to such employment.
- 2. Employee shall perform and complete the services and tasks set forth in and according to the time frame set forth in Exhibit "A", attached hereto and incorporated by reference, together with such other duties reasonably assigned by the Executive Director that are consistent with Employee's position and the needs of the District.
- 3. Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent perform all duties that may be required pursuant to the expressed and implicit terms as set forth by the Executive Director of the District. Such duties shall be rendered in Humboldt County, California and at such other place or places as District shall in good faith require or the interest, and needs or requests of District shall require or make advisable.
- 4. Employee shall serve in the position of Natural Resources Coordinator II at the will and pleasure of the Executive Director of District. Subject to

applicable law, the Executive Director may terminate Employee's employment as Natural Resources Coordinator II and this Agreement at any time, with or without cause and with or without advance notice. Nothing in this Agreement, the District's Personnel Policy, or any other District policy, practice, representation, or procedure shall be construed to create a right to progressive discipline, a property interest in continued employment as Natural Resources Coordinator II, or a right to employment for any specified term. Employee may resign at any time. The District requests that Employee provide at least thirty (30) days' written notice of resignation when reasonably practicable, but failure to provide such notice shall not alter the at-will nature of the employment relationship. Upon separation from District employment, Employee shall be paid salary earned through the effective date of separation and any accrued and vested leave or other benefits payable under applicable law and District policy.

5. District shall pay Employee and Employee agrees to accept from District, \$81,517 per year in full payment of Employee's services for his position as, compensation to be set by the Board of Commissioners and as adjusted from time to time.
6. In addition to the foregoing, Employee shall receive ten days of Management Leave per fiscal year plus all the employee benefits for full-time employees as now established by the District's personnel policy, or different employee benefits as may be modified or established by the District in the future. However, nothing in this section or any other part of this Agreement shall be interpreted as preventing or precluding the District from rescinding, amending or otherwise modifying the existing Personnel Policy or from adopting additional personnel policies or procedures concerning the employment, including but not limited to modifications of the benefits of employment.
7. Employee's salary, job duties, and performance shall be reviewed in August of each year by the Executive Director of the District. The annual performance review may be used to adjust Employee's salary based upon the salary schedule for Mid-Management, Management, and Appointed Classifications, which has been approved by the Board of Commissioners. However, nothing in this section shall be construed as a promise or commitment by the District to increase compensation or concerning the amount of any such increase. A performance review does not entitle Employee to a salary increase, continued employment, or renewal of this Agreement.
8. The effective date of appointment of Employee as Natural Resources Coordinator II shall be September 1, 2026, and unless renewed, will terminate on August 30, 2028. The stated term of this Agreement does not create a right to employment through August 30, 2028, and does not limit the District's right to terminate Employee's at-will employment before that date. Expiration or nonrenewal of this Agreement shall not entitle Employee to severance, damages, additional compensation, or continued employment except as expressly required by applicable law or District policy.

9. Employee shall devote his full time, attention, knowledge, and skill solely and exclusively as Natural Resources Coordinator II, solely and exclusively to the business and interest of the District. District has classified the Natural Resources Coordinator II position as an exempt position under applicable federal and state wage-and-hour law. Employee may be required to work more than forty (40) hours in a workweek, including evenings, weekends, or other hours reasonably necessary to perform the duties of the position. Employee shall receive the salary established under Section 5 without additional overtime compensation, except to the extent otherwise required by applicable law.
10. The Natural Resources Coordinator II position is an unclassified, unrepresented management classification and is not included in the bargaining unit represented by International Union of Operating Engineers, Local Union No. 3, AFL-CIO. Accordingly, Employee's compensation and terms and conditions of employment as Natural Resources Coordinator II are not governed by the collective bargaining agreement applicable to that bargaining unit.
11. Employee shall abide by all applicable provisions of District's Personnel Policy as amended and with all other District policies and procedures currently in force or as may be implemented during the term of employment. Unless expressly stated otherwise in this Agreement, District policies do not constitute an employment contract and shall not modify Employee's at-will status. In the event of an irreconcilable conflict between this Agreement and a generally applicable District personnel policy, this Agreement shall control with respect to Employee, except to the extent otherwise required by law.
12. This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.
13. No waiver of modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
14. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other form. Any legal proceedings or actions arising out of this agreement shall be venued in Humboldt County, California.

15. Notwithstanding any other provision of this Agreement, any cash settlement related to termination of this Agreement shall comply with Government Code section 53260, as it may be amended from time to time. Regardless of the stated term of this Agreement, the maximum cash settlement Employee may receive in connection with termination shall not exceed Employee's monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement and, if the unexpired term exceeds eighteen (18) months, shall not exceed eighteen (18) months of Employee's monthly salary. Nothing in this Section or elsewhere in this Agreement creates any right or entitlement to severance pay or a termination settlement.
16. In accordance with Government Code section 53243.2, if Employee receives a cash settlement related to termination of this Agreement and is thereafter convicted of a crime involving an abuse of Employee's office or position, Employee shall fully reimburse District for that cash settlement as required by law. To the extent District provides Employee, pursuant to this Agreement, paid leave salary pending an investigation or funds for Employee's legal criminal defense, Employee shall reimburse District for such amounts to the extent required by Government Code sections 53243 and 53243.1.

Executed at Humboldt County, California, on the date first written below.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

Chris Mikkelsen, Executive Director

Date

EMPLOYEE

Michael Cipra

Date

NATURAL RESOURCES COORDINATOR

Conservation & Recreation

Under the direct or general supervision of the Executive Director or his/her designee, the Natural Resources Coordinator manages the professional and technical activities of the Harbor District's conservation, and recreation initiatives. Such activities are generally closely associated with District sponsored or other development projects around the bay that require mitigation, environmental enhancement, and recreational amenities as part of the approval process. Activities are also made possible by grant funds and coordinating with other government, nonprofit agencies, and community groups to achieve common objectives. The Natural Resources Coordinator is a full time, permanent, unclassified management position.

CLASS CHARACTERISTICS

Natural Resource Coordinator I: This is the initial management class in the Natural Resource Coordinator I and II series. This class is distinguished from the Natural Resources Coordinator II by the performance of the management tasks and duties assigned to positions within the series while gaining knowledge and abilities. As experience is gained, assignments become more varied and are performed with greater independence. This position is alternately staffed with the Natural Resources Coordinator II and incumbents may advance to the higher level upon meeting the promotional requirements established for the position.

Natural Resources Coordinator II: This is the mid management class in the Natural Resources Coordinator I and II series. This class is distinguished from the Natural Resources Coordinator I by the independent performance of the full range of more complex duties and the level of advanced expertise that is gained through years of experience. This class requires only limited direction as new or unusual situations arise. This class is flexibly staffed and normally filled by promotion from the Natural Resources Coordinator I, or when filled from the outside, requires satisfactory demonstration of ability to meet the requirements established for promotion to the position.

EXAMPLE OF DUTIES – duties may include, but are not limited to the following:

- Implement the policies contained in the Humboldt Bay Management Plan and coordinate periodic updates as needed
- Write, implement, and administer project grants
- Support and monitor permit applications and associated conditions of approval
- Assist with CEQA environmental documentation preparation and compliance.
- Coordinate and implementation of invasive species eradication programs
- Coordinate financing, and implementation of wetland, eelgrass, long fin smelt, and other habitat restoration and enhancement projects and initiatives
- Participate in field research, sampling, and data collection
- Participate in sediment management, including reuse, and sea level rise adaptation planning

- Document and analyze biological and technical information.
- Coordinate, with Executive Staff, in the acquisition, management, use, operation, and maintenance tide lands and upland coastal properties
- Research, plan, fund, and develop the District's recreation programs, projects and initiatives
- Support the permitting and implementation of District dredging activities and the beneficial reuse of sediment
- Provide project management and field supervision on assigned District and partner agency field projects
- Prepare meeting materials, reports, grant applications, and professional presentations
- Prepare and coordinates feasibility analysis of Conservation and Recreation projects
- Organize and catalogue regional technical studies and field data as they relate to the Humboldt Bay
- Attend project meetings in office and field
- Performs other duties as assigned.

REQUIREMENTS

- Must be knowledgeable of Humboldt Bay's and regional natural resources, staying current on modern best management practices of ecosystems – terrestrial or aquatic
- Must possess customer service skills with knowledge in customer service management, methods, and techniques, and treat all individuals with courtesy, dignity, and respect
- Ability to communicate well both verbally and in writing with internal and external staff, consultants, agencies, customers, and the public
- Possess strong organizational and problem-solving skills
- Must possess a valid California Driver License
- Possess a valid California Boater Card within six months of employment
- Possess valid basic First Aid and CPR certification within six months of employment
- Obtain a Transportation Worker Identification Credential within six months of employment
- Ability and skills required to tie-up and handle boats
- Must be willing to work nights, weekends, standby, and on-call, as necessary
- Must be proficient in the use of general office equipment, computer programs such as Microsoft Word, Excel, Power Point, Outlook and internet applications
- Pass a pre-employment physical and related screenings

PHYSICAL REQUIREMENTS:

Must be able to perform the physical aspects of the job, including sitting for periods of time, operating standard office equipment, including computers, working on and around boats and watercraft, climbing ladders and stairs, operating a motor vehicle, lifting or carrying up to 75 lbs. and working outside in varying weather and water conditions. The position must also be able to traverse/wade through marsh, tideland, and other uneven terrain.

EXPERIENCE AND TRAINING:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Natural Resources Coordinator I:

- A Bachelor's degree in a related field and at least three (3) years of experience in water management, oceanography, conservation, fisheries, wildlife, biology, botany, recreation, or a related field is desirable; or
- At least five (5) years of experience independently performing the duties in the field of parks & recreation, natural resources, biologist or similar position may qualify the applicant for the educational experience.

Natural Resources Coordinator II: Satisfactory demonstration of at least five (5) years of experience independently performing the duties and responsibilities of the Natural Resources Coordinator I. To advance the Natural Resources Coordinator II position, the candidate or incumbent must demonstrate the vision, knowledge and skills to complete assigned tasks with minimal oversight and supervision

SUPPLEMENTAL AGREEMENT	SUPPLEMENTAL AGREEMENT	DATE
	0028	31AUG2026
TO AGREEMENT NO.		
HSCG89-22-1-0032		
ADDRESS OF PREMISES		
CA EUREKA MOORING DOCK, OFFICE, LAND GOV'T PARKING		
THIS AGREEMENT, made and entered into this date by and between		
HUMBOLDT BAY HARBOR whose address is 601 Startare Drive Eureka, CA 95501 UEI - KC13AZ47BGR3		
Annual Option Year Renewal/Lease Modification: Pursuant to the terms of the aforementioned lease, the Government hereby exercises its option to renew for the period __01SEP26__ to __31AUG27__. Lease modified for a period of 12 months to include utilization of Slip F23, Slip F24, and a 14' X 16' office space adjacent to the office space currently occupied by the Government. The Government's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement. You will be notified immediately if funds do not become available for this procurement. Lease Name: CA Eureka Mooring Dock, Office, Land, Gov't. Parking Fiscal Year: 2026/2027 (September 1, 2026, through August 31, 2027) Annual Rent 2026/2027: \$ 50,129.28: monthly payments of \$ 4,177.44 payable in arrears Expiration Date: 08/31/2027 Fiscal Year 2026/2027 Annual Rent: \$ 50,129.28 This amendment is authorized under direct leasing authority 10 USC 3133 (a) All other terms and conditions of the permit shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above elate.		
LESSOR		
BY _____ (Signature)	_____ (Title)	
IN PRESENCE OF _____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA BY _____ (Signature)	Steven Heimes Real Estate Contracting Officer United States Coast Guard _____ (Official Use)	

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
September 10, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: September 1, 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 September 2026.

TENTATIVE SCHEDULE FOR TECHNICAL SPEAKERS: The following is a tentative schedule (subject to change) of technical speakers for upcoming Board meetings:

- **September 2026**
 - Buildings and aesthetics
 - Sediment Characterization Results
 - Geotech - what do results mean for design
 - Eelgrass Mitigation program
- **October 2026**
 - Woodley Island Marina Work Dock and Fishermen Storage
 - Humboldt Bay Waterfront Recreation Center
 - Stormwater and grading
 - Ground improvements and seismic
 - Navigation and tow-out simulation
- **November 2026**
 - Beneficial use findings
 - Shoreline stabilization
 - SLR and Hydrodynamic modeling
- Tsunami Risk
- **December 2026**
 - Onsite and offsite mitigation
 - Cultural resources
 - Anticipated land traffic volumes
 - Supply chain and workforce capacity
- **Additional topics that may be added:**
 - Anticipated ship traffic volume estimates and modeling. Add to the 10/8 Tow-out presentation?
 - Aquaculture related topics
 - Visual Simulations and Aesthetics
 - Schedule update
 - Community/Tribal Engagement
 - Permits
 - Community Benefit Program
 - Hydrodynamic model update
- **March or April 2027 – Draft EIR**

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
September 10, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: September 4, 2026

TITLE: Receive a Special Presentation from the Schatz Energy Research Center at Cal Poly Humboldt titled Humboldt Bay Shellfish Mariculture Business Survey: Assessing Economic Conditions and Contributions

STAFF RECOMMENDATION: Receive the presentation and discuss as appropriate.

SUMMARY: Tanner Etherton of Schatz Energy Research Center and California Sea Grant will provide a special presentation of their work examining the regional significance and economic importance of shellfish production in Humboldt Bay, highlighting the bay's High Health Status.

A link to the report may be found below:

<https://schatzcenter.org/pubs/2026-OSW-Humboldt-Shellfish-Survey-SchatzCenter.pdf>

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Jack Norton

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STAFF REPORT
HARBOR DISTRICT MEETING
September 10, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: September 3, 2026

TITLE: Consider Adopting Resolution 2026-10, A Resolution Affirming the Humboldt Bay Harbor District's Commitment to Support the Sustainability of Humboldt Bay Mariculture Operations

STAFF RECOMMENDATION: Staff recommends that the Board Adopt Resolution 2026-10, reaffirming its commitment to mariculture operations within Humboldt Bay.

SUMMARY: Humboldt Bay yields a commanding portion of California's market-sized oysters and provides the majority of West Coast shellfish seed production. These successful bivalves are born from hatcheries and nurseries that benefit from the prime waters of the bay. Historically, the Humboldt Bay Harbor, Recreation and Conservation District supports regional aquaculture through proactive pre-permitting initiatives, infrastructure development, and lease management in both intertidal and subtidal zones. As development potential in and around Humboldt Bay creates challenges for mariculture, the District has a unique opportunity to reaffirm its commitment to working with the mariculture industry to understand, avoid, minimize, and mitigate current and future threats to the industry's sustainability.

ATTACHMENTS:

A Resolution 2026-10

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

RESOLUTION NO. 2026-10

**A RESOLUTION AFFIRMING THE HUMBOLDT BAY HARBOR DISTRICT'S COMMITMENT TO
SUPPORT THE SUSTAINABILITY OF HUMBOLDT BAY MARICULTURE OPERATIONS**

WHEREAS, Humboldt Bay has a thriving mariculture industry that provides immense value to the region economically, culturally, and through the production of sustainable seafood; and

WHEREAS, Humboldt Bay produces the majority of consumable oysters in California and has a vital role in providing shellfish seed throughout the U.S. West Coast; and

WHEREAS, mariculture activities in Humboldt Bay have an important ecological role by improving water quality and providing diverse, structured habitat; and

WHEREAS, the Humboldt Bay mariculture industry has adopted methods such as off-bottom culture that minimize environmental impacts; and

WHEREAS, the District has existing leases with private, nonprofit, and academic entities for existing mariculture operations in Humboldt Bay; and

WHEREAS, potential new projects, including but not limited to the proposed Humboldt Bay Heavy Lift Marine Terminal, include components that can affect mariculture operations such as through increased shipping, dredging and construction activities; and

WHEREAS, the mariculture industry's ongoing success is directly linked to Humboldt Bay's Shellfish High Health Program, which documents the absence of shellfish diseases in Humboldt Bay; and

WHEREAS, the Humboldt Bay Harbor District is committed to working with the mariculture industry to understand, avoid, minimize, and mitigate current and future potential threats to the sustainability of the mariculture industry.

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

1. Harbor District staff shall work with the mariculture industry to assess how the Harbor District may establish a participatory role in the Humboldt Bay Shellfish High Health Program.

2. The Harbor District shall use available tools (for example, project design modifications and permit conditions) to avoid, minimize, and mitigate as appropriate, potential effects of projects to the mariculture industry.
3. Harbor District staff shall facilitate regular meetings and ongoing correspondence with the mariculture industry to collaboratively work together to ensure long-term industry sustainability.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the **10th day of September 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. **2026-10** entitled,

A RESOLUTION AFFIRMING THE HUMBOLDT BAY HARBOR DISTRICT'S COMMITMENT TO SUPPORT THE SUSTAINABILITY OF HUMBOLDT BAY MARICULTURE OPERATIONS

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 10th day of September 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 **10th day of September 2026**.

**Aaron Newman, Secretary
Board of Commissioners**

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

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Craig Benson

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STAFF REPORT
HARBOR DISTRICT MEETING
September 10, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: September 3, 2026

TITLE: Authorize the Executive Director to Negotiate and Execute a Contract with the Northern California Indian Development Council to assist the District in Engaging Tribal Governments and Tribal Organizations in Planning and Design Activities Associated with the Heavy Lift Marine Terminal Project

STAFF RECOMMENDATION: Staff recommends the Board authorize the Executive Director to negotiate and execute a contract with the Northern California Indian Development Council (NCIDC) in the amount of \$810,000. NCIDC will serve as a contractor to support specific elements of the Waterfront Facility Improvement Program (WFIP) grant related to California Tribal Organization Participation. Funding for these activities is derived from the WFIP Grant awarded to the District.

SUMMARY: The District is currently advancing permitting, planning, and design for the proposed Heavy Lift Marine Terminal to support West Coast offshore wind energy development. An integral part of development is the inclusion, consultation, and participation of tribal entities. This contract is to engage Tribal governments and Tribal organizations in planning and design activities associated with the Heavy Lift Marine Terminal Project. NCIDC will support Tribal participation by facilitating capacity-building opportunities that enable interested Tribes to engage in project-related discussions, engagement and consultation activities, and planning processes.

A portion of the contract budget may be used to provide participation support and capacity-building assistance to Tribal organizations to facilitate their engagement in these project activities. Such assistance may include stipends, participation support, technical assistance, training opportunities, or other capacity-building resources that support Tribal participation in project engagement activities.

ATTACHMENTS:

- A. Draft Contract
- B. Scope of Work

Purchase Order No.XXXX

**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
NORTH COAST INDIAN DEVELOPMENT COUNCIL FOR
OSW-25-005 WATERFRONT IMPROVEMENT PROGRAM GRANT**

This Agreement is made on September XX, 2026 between the Humboldt Bay Harbor, Recreation and Conservation District, a Special District of the State of California (referred to as "District"), and the North Coast Indian Development Council (NCIDC), a 501(c)(3) public charity (referred to as "Consultant").

RECITALS

WHEREAS, the District desires professional services to assist in certain work described briefly as OSW-26-002 WATERFRONT IMPROVEMENT PROGRAM GRANT referred to herein as the "Services" or "Project".

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the District desires to retain Consultant for such Services; and

WHEREAS the Services under this Agreement are funded in whole or in part by a grant awarded to the District by the California Energy Commission ("CEC"), and such funding requires the flow-down of certain terms and conditions to subrecipients and consultants performing grant-funded work.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, "Scope of Work and Compensation" attached hereto and incorporated herein and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement.
2. Standards of Performance:
 - A. *Standard of Care*. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 - B. *Accuracy of Services*. District shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in District-furnished information. However, District shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by District to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
 - C. *Special Conditions*. Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: _____ Special Conditions; X No Special Conditions.
3. Compensation for Services, Payment:
 - A. *Compensation*. District shall pay Consultant as set forth in Exhibit A, not to exceed \$810,000.

- B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to District no more than once per month and no later than the 15th day of each month.
- C. *Payments.* All reasonable efforts will be made by District to pay undisputed invoices within 60 days of receipt. If District contests an invoice, District may withhold that portion so contested and pay the undisputed portion.
- D. *Withholding Of Payment.* The District may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

- A. *Commencement.* Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until March 31, 2028. No work, services, material or equipment shall be performed or furnished under this Agreement until the District has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion.* Consultant shall complete Services as set forth in Exhibit A. If District authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then District shall be entitled to the recovery of proximate damages resulting from such failure.
- C. *Suspension and Termination.*
 - 1) Suspension. At any time and for any reason, District may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the District has provided written notice to Consultant to re-commence Services.
 - 2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 3) Project Suspension or Abandonment. The District may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to consultant.

- D. *Payments Upon Termination.* In the event of any termination under this Section 4, Consultant will be entitled to invoice the District and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- E. *Delivery of Project Materials to District.* Prior to the effective date of termination, the Consultant will deliver to District all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which District has compensated Consultant, and all such material shall become the property of the District upon delivery.
5. Independent Contractor: Consultant, in performing Services, shall act as an independent contractor and shall have control of their work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the District. Consultant is not to be considered an agent or employee of the District. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.
6. Insurance: Consultant shall maintain insurance throughout the duration of this Agreement and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- A. *Commercial General Liability (CGL):* Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- B. *Automobile Liability:* ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. *Workers' Compensation:* as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. *Professional Liability (Errors and Omissions):* Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.
- F. *General Conditions Pertaining to Insurance:*
- 1) Consultant shall have its insurer endorse the third-party general liability coverage to include as additional insureds the District, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the District. Consultant's policy shall not seek contribution from the District's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

- 2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - 3) All self-insured retentions (SIR) must be disclosed to the District for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.
 - 4) The District reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the District's right.
 - 5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the District.
 - 6) Consultant agrees to waive subrogation rights against the District regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
 - 7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the District at or prior to the execution of the Agreement.
 - 8) All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the District's protection without the District's prior written consent.
 - 9) The District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increased benefit to the District.
 - 10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
7. Indemnity: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and any and all of its boards (including, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any all of the Indemnified Parties from

and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written consent of the District. In the event subcontracting is approved, the following shall apply:
 - A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - B. Each subcontractor shall be obligated to Consultant and District in the same manner and to the same extent as Consultant is obligated to District under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
 - C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from District, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. Document Submission and Title to Documents: Consultant 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 is considered work made for hire and shall be the property of District upon delivery. District may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
10. Permits and Licenses: Prior to execution of the Agreement, the Consultant shall obtain and maintain throughout the Agreement period all licenses and permits required by law including but not limited to a valid business license from the agency having jurisdiction over the area where work is to be performed, and to submit a copy of all such licenses and permits to District prior to performing any work.
11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.

13. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to District or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow District representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
14. Designated Representatives. With the execution of this Agreement, Consultant and District shall designate specific individuals to act as Consultant's and District's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of District under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.
15. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.
16. Disputes. District and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
17. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between District and Consultant for the Services and supersedes all prior written or oral understandings.
18. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
19. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
21. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
22. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.

23. Waiver. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Scope of Work and Compensation

Exhibit B: Special Conditions

Exhibit CEC-1: California Energy Commission (CEC) Flow-Down Terms and Conditions (Subrecipient). Consultant acknowledges that the Services under the Agreement are funded in whole or in part by the California Energy Commission and agrees to comply with Exhibit CEC-1, which is incorporated herein and made a material part of this Agreement.

Exhibit D: Subrecipient Invoice and Documentation Requirements. Consultant shall submit invoices and supporting documentation in accordance with Exhibit D, Subrecipient Invoice and Documentation Requirements.

In the event of any conflict between this Amended Agreement and Exhibit CEC-1, Exhibit CEC-1 shall control with respect to California Energy Commission requirements.

25. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

DESIGNATED REPRESENTATIVES:

DISTRICT:

Name:

Title: Executive Director

Phone: 707-443-0801

Email:

CONSULTANT:

Name: _____

Title: _____

Phone: _____

Email: _____

(Signatures on following page)

Executed in Eureka, California on _____ (date)

DISTRICT:

By: _____

Signature: _____

Executive Director

Date: _____

CONSULTANT:

Firm Name: _____

By: _____

Signature: _____

Title: _____

Date: _____

Address: _____

Email: _____

State License #: _____

Employer Tax ID#: _____

EXHIBIT A
SCOPE OF WORK AND COMPENSATION

DRAFT

EXHIBIT B
SPECIAL CONDITIONS

DRAFT

EXHIBIT CEC-1

California Energy Commission (CEC) Flow-Down Terms and Conditions (Subrecipient)

This Exhibit CEC-1 is incorporated into and made a material part of the Professional Services Agreement between the **Humboldt Bay Harbor, Recreation and Conservation District** ("District") and **Consultant**. Consultant acknowledges that the Services are funded in whole or in part by a grant from the **California Energy Commission (CEC)** and agrees to comply with the terms of this Exhibit.

In the event of a conflict between this Agreement, this Exhibit CEC-1, and the CEC prime award (including Exhibit C thereto), the CEC prime award shall control:

1. Standard of Performance

Consultant shall perform all work using the degree of skill and care required by customarily accepted good professional practices applicable to the type of work performed, consistent with CEC requirements.

2. Products, Reports, and Publications

All reports, studies, technical memoranda, data, models, drawings, and other deliverables required under this Agreement ("Products") shall be prepared in accordance with CEC requirements.

All public-facing Products shall include the CEC-required legal notice and copyright statement, as applicable. Consultant shall not release draft Products to third parties without prior written approval from the District.

3. Intellectual Property

Ownership and use of intellectual property shall be governed by the CEC prime award.

- Consultant retains ownership of intellectual property developed under this Agreement, subject to the CEC's license, access, and march-in rights.
- Products identified in the Scope of Work are owned by the CEC.
- Consultant shall preserve intellectual property for at least three (3) years after final CEC payment and provide access to the CEC upon request.

Nothing in this Agreement shall limit the CEC's rights under Sections 19–21 of the CEC Exhibit C.

4. California Taxpayer Access to Publicly Funded Research Act

Consultant shall comply with the California Taxpayer Access to Publicly Funded Research Act, including requirements for public access to peer-reviewed manuscripts and other publications developed within the scope of this Agreement.

5. Payment and Cost Requirements

Consultant shall invoice only for actual, allowable Incurred and Paid Costs in accordance with CEC requirements.

- No advance payments are permitted unless expressly authorized by the CEC.
- Consultant shall pay all Incurred Costs within 14 calendar days of receiving payment for those costs.
- Profit, if applicable, shall not exceed 10% of eligible CEC funds and shall comply with CEC restrictions.

Failure to comply may result in repayment obligations or withholding of funds.

6. Recordkeeping, Cost Accounting, and Auditing

Consultant shall maintain complete and accurate records sufficient to substantiate all costs for at least three (3) years after final CEC payment.

The CEC, the Bureau of State Audits, and the District shall have the right to access, inspect, and audit such records during normal business hours upon reasonable notice.

7. Prevailing Wage (If Applicable)

If any work constitutes public works under California law, Consultant shall comply with all prevailing wage requirements and certify compliance as required by the CEC.

8. Confidential and Personal Information

Consultant shall comply with all CEC requirements for the receipt, use, protection, and nondisclosure of confidential and personal information, including implementation of required security measures and nondisclosure agreements prior to access.

9. Indemnification

Consultant shall indemnify, defend, and hold harmless the CEC, the State of California, and the District to the extent required under the CEC prime award for claims arising from Consultant's performance under this Agreement.

10. Termination and Sanctions

This Agreement is subject to termination in accordance with the CEC prime award, including termination related to Executive Order N-6-22 (Russia Sanctions).

11. Access to Sites and Records

Consultant shall provide the CEC and its representatives reasonable access to project sites and records related to this Agreement.

12. CEC as Third-Party Beneficiary

The California Energy Commission is an express third-party beneficiary of this Agreement. Consultant agrees that any action brought by the CEC shall be venued in Sacramento County, California.

13. Sub-Subawards

Consultant shall not assign, subcontract, or otherwise transfer any portion of the Services to a lower-tier entity without prior written approval from the District and, where required, the CEC. Any approved sub-subaward shall include equivalent CEC flow-down terms.

14. Survival

The following provisions shall survive expiration or termination of this Agreement: recordkeeping and audit rights, intellectual property, confidentiality, access to sites and records, indemnification, third-party beneficiary rights, and publication requirements.

EXHIBIT D

Subrecipient Invoice and Documentation Requirements

For purposes of this Exhibit, "District" means the Humboldt Bay Harbor, Recreation and Conservation District and "Subrecipient" means the Consultant.

1. Invoice Submission

The Subrecipient shall submit itemized invoices to the District, no more frequently than monthly (unless otherwise approved in writing by the District). Invoices must reflect actual, allowable costs incurred during the invoicing period and must be submitted in a form acceptable to the District.

2. Required Invoice Elements

Each invoice must include, at a minimum:

- Subrecipient legal name and address
- Invoice number and invoice date
- CEC Agreement or project reference number (if provided by the District)
- Billing period covered by the invoice
- Detailed cost breakdown by CEC-approved budget category
- Description of work performed or costs incurred sufficient to demonstrate allowability and alignment with the approved scope of work
- Total amount requested for reimbursement for the invoicing period
- Cumulative billed-to-date amount (if requested by the District)

3. Labor Costs

Invoices including labor costs must be supported by:

- Employee or position title
- Applicable hourly rate(s) consistent with the approved budget
- Number of hours worked during the invoicing period
- Certification that labor charges are supported by contemporaneous timekeeping records

Timekeeping records and payroll documentation shall be retained by the Subrecipient and made available to the District or the California Energy Commission upon request.

4. Non-Labor Costs

Invoices including non-labor costs (e.g., supplies, equipment, travel, subcontracted services) must:

- Identify the nature and purpose of each expense
- Demonstrate that costs are necessary, reasonable, and allocable to the approved scope of work

Receipts, vendor invoices, or equivalent source documentation shall be retained by the Subrecipient and provided to the District upon request. The District may require submission of such documentation with an invoice if deemed necessary for review or compliance.

Travel and Per Diem. Travel costs reimbursed with California Energy Commission funds shall comply with the travel and per diem requirements of the California Energy Commission, including any applicable state rate limitations and prior approval requirements. Travel costs that do not comply with applicable CEC requirements are not eligible for reimbursement.

5. Reimbursement Basis; No Advances

All payments under this Agreement shall be made on a reimbursement basis only. Advance payments are not permitted unless expressly authorized in writing by the District and permitted under the applicable California Energy Commission Agreement.

6. Review and Approval

Payment of any invoice is subject to:

- The District's review and approval of invoice accuracy and allowability
- Verification that costs are consistent with the approved budget and scope of work
- Availability of funds under the applicable California Energy Commission Agreement

The District reserves the right to withhold payment for costs that are inadequately documented or determined to be unallowable.

7. Record Retention and Audit Access

The Subrecipient shall retain all financial records, invoices, receipts, timekeeping records, and supporting documentation related to this Agreement for the period required under the California Energy Commission Agreement (and in no event less than three (3) years following final payment), and shall make such records available to the District and the California Energy Commission upon request for audit, monitoring, or compliance purposes.

8. Equipment Purchased with CEC Funds.

Any equipment reimbursed in whole or in part with California Energy Commission funds shall be subject to the equipment requirements of the applicable CEC agreement, including provisions related to allowability, prior approval (if required), title, inventory, use, and disposition. The Subrecipient shall maintain equipment records and make such records available to the District and the California Energy Commission upon request.

EXHIBIT A

Scope of Work – Northern California Indian Development Council Humboldt Bay Harbor, Recreation and Conservation District

OVERVIEW

This scope of work supports the Humboldt Bay Harbor, Recreation and Conservation District's Waterfront Facility Improvement Program grant awarded by the California Energy Commission (CEC). The Northern California Indian Development Council (NCIDC) will serve as a contractor to support specific elements of this grant related to California Tribal Organization Participation.

This scope of work was developed collaboratively by the District and NCIDC (Contractor) and aligns with the scope defined in the District's grant agreement with the CEC.

Certain tasks included below are retained solely to maintain alignment with the task numbering and structure of the CEC grant agreement. NCIDC does not have budget or responsibility for those tasks, but they are included to preserve consistency for project administration, invoicing, and reporting. All activities described in this scope of work will be implemented in accordance with applicable California Energy Commission grant requirements and District policies.

SCOPE OF WORK

I. TASK 1 GENERAL PROJECT TASKS

NCIDC is not responsible for activities under this task. These activities will be conducted by a separate contractor retained by the District.

II. TASK 2 ENGAGEMENT

NCIDC is not responsible for activities under this task. These activities will be conducted by a separate contractor retained by the District.

III. TASK 3 TRIBAL PARTICIPATION

Subtask 3.1 California Tribal Organization Participation

The purpose of this subtask is for the Contractor to assist the District to engage Tribal governments and Tribal organizations in planning and design activities associated with the Heavy Lift Marine Terminal Project. The Contractor will support Tribal participation by facilitating capacity-building opportunities that enable interested Tribes to engage in project related discussions, engagement and consultation activities, and planning processes. A portion of the project budget may be used to provide participation support and capacity building assistance to Tribal organizations to facilitate their engagement in project activities. Such assistance may include stipends, participation support, technical assistance, training opportunities, or other capacity-building resources that support Tribal participation in project engagement activities.

All capacity-building assistance will be administered in accordance with applicable California Energy Commission grant requirements and District policies. Assistance provided under this subtask will be directly tied to project participation activities and will not be structured as wages or compensation for time.

The Contractor will perform the following activities in support of Tribal participation and capacity-building efforts:

1. Project Kick-off

- a) Participate in Kick-off meeting with District staff.
- b) Attend a regularly scheduled Board of Commissioners meeting early in the project timeline to present Contractor's role, objectives, and expected outcomes.

2. Document Contributions

The Contractor will collaborate with the District to prepare a "Tribal Participation Strategy" document. This will include:

EXHIBIT A
Scope of Work – Northern California Indian Development Council
Humboldt Bay Harbor, Recreation and Conservation District

- a. Participation in up to three meetings regarding the document.
- b. Authoring the “Capacity Building” chapter of the document.
- c. Providing recommendations and input on other sections of the document as appropriate.

The District will prepare the remainder of the document with input and collaboration from the Contractor.

3. Implementation

The Contractor will implement relevant portions of the “Capacity Building” chapter of the “Tribal Participation Strategy.”

4. Collaboration

The Contractor will work with the District to identify Tribal governments and Tribal organizations that may be interested in participating in project-related engagement activities and may benefit from capacity-building support.

5. Coordination

The Contractor will coordinate with participating Tribes to identify the types of capacity-building assistance that would best support their participation in project activities.

Coordination may include:

- a. Meetings
- b. Phone calls
- c. Emails
- d. Surveys
- e. Other appropriate communication methods

6. Capacity Building Plan

The Contractor will prepare and submit a Capacity Building Options Selection and Distribution Plan outlining the types of capacity-building assistance that may be provided and the proposed process for distributing funds.

The plan will:

- a. Establish a fair and transparent selection process for determining recipients.
- b. Describe the criteria used to determine levels of support.
- c. Outline administrative procedures, including record-keeping, accounting, and legal compliance.
- d. Be submitted to the District for review and approval prior to distribution of funds.

The plan may be refined during the project as needed, subject to District review and approval.

7. Administration

The Contractor will administer approved capacity-building assistance, including:

- a. Documenting the selection process used to determine recipients.
- b. Maintaining documentation and records associated with the distribution of funds, including issuance, receipts, accounting and legal compliance.

8. Community Benefits Evaluation

The Contractor will assist the District in evaluating potential community benefits associated with the project.

Activities include:

- a. Participation in up to three meetings with the District regarding community benefits.
- b. Contribute to a Technical Memorandum describing strategies for community benefits.

9. Project Close-Out

At the conclusion of the project the Contractor will:

- a. Prepare a “Tribal Participation Report” summarizing the process and outcomes of Tribal engagement and capacity building activities.
- b. Attend a regularly scheduled Board of Commissioners meeting to present project outcomes.

EXHIBIT A
Scope of Work – Northern California Indian Development Council
Humboldt Bay Harbor, Recreation and Conservation District

Contractor Deliverables:

- Introductory presentation to District Board.
- “Capacity Building” chapter of the “Tribal Government Consultation and Engagement Strategy” document.
- Capacity Building Options Selection and Distribution Plan (draft and final)
- Tribal Participation Plan (draft and final)
- Tribal Participation Plan Report

IV. TASK 4 COMMUNITY PARTICIPATION

NCIDC is not responsible for activities under this task. These activities will be conducted by a separate contractor retained by the District.

V. TASK 5 STUDIES AND PLANNING

NCIDC is not responsible for activities under this task. These activities will be conducted by a separate contractor retained by the District.

VI. TASK 6 DESIGN AND MITIGATION PLANNING

NCIDC is not responsible for activities under this task. These activities will be conducted by a separate contractor retained by the District.

VII. TASK 7 DESIGN PLANNING

NCIDC is not responsible for activities under this task. These activities will be conducted by a separate contractor retained by the District.

VIII. PROJECT SCHEDULE

The overall Project is expected to take two years after notice to proceed. See the Excel spreadsheet in Attachment X for details.