

# Board of Harbor Commissioners

## Crescent City Harbor District

20 June 2023

# Regular Harbor Commission Meeting



# Regular Meeting

## Board of Harbor Commissioners of the Crescent City Harbor District

Wes White, President   Harry Adams, Secretary  
Rick Shepherd, Commissioner;   Brian Stone, Commissioner;   Gerhard Weber, Commissioner

### AGENDA

- Date:**      **Tuesday, June 20 2023**
- Time:**      **Open Session 2:00 p.m., Closed Session follows**
- Place:**      **101 Citizens Dock, Crescent City, CA, and via Zoom Webinar,**

### VIRTUAL MEETING OPTIONS

#### **TO WATCH (via online)**

<https://us02web.zoom.us/j/6127377734>

#### **TO LISTEN (via telephone)**

Dial (669) 900-6833, please enter 612 737 7734# (meeting ID)  
or, one tap mobile: +16699006833,,6127377734#

## **Call to Order**

## **Roll Call**

## **Pledge of Allegiance**

## **Public Comment**

*This portion of the Agenda allows the public to comment to the Board on any issue not itemized on this Agenda, however, the Board may not take action or engage in discussion on any item that does not appear on the Agenda. Periods when public comments are allowed, Harbor Commissioners will allow attendees to submit questions and/or comments using the Zoom in-meeting chat function. The Harbor Commission asks that members of the public keep questions and comments succinct and relevant.*

## **Regular Session**

## **1. Consent Calendar**

- a. Approval of the Meeting Minutes of the June 6, 2023 Regular Meeting.**
- b. Proclamation Regarding Pride Month.**

## **2. Comptroller's Report, Review Balances**

## **3. New Business**

- a. Review and Vote to Approve a Resolution Updating Individuals Authorized to Access, Manage, and/or Sign on CCHD Financial Accounts at Coast Central Credit Union.**
- b. Review and Vote to Approve a Resolution Designating CCHD Agents for Cal OES Applications.**
- c. Review and Vote to Approve Amended CCHD Bylaws.**
- d. Review and Vote to Approve Insurance Renewal Proposal from Redwoods Leavitt.**

## **4. Unfinished Business**

- a. Discuss Future Harbor Involvement in Tri-Agency, Review Bylaws, Budget, and Work Plan.**
- b. Beneficial Use Permit Update**
- c. Crescent City Harbor Police Department Update**

## **5. Communications and Reports**

- a. CEO/Harbormaster Report**
- b. Ad Hoc Committee Reports (as needed)**
- c. Harbor Commissioner Reports**

## **6. Closed Session**

### **a. CONFERENCE WITH LEGAL COUNSEL – ONGOING LITIGATION**

(Government Code section 54956.9(d)(2))

Ongoing Litigation: One case based on correspondence with Fashion Blacksmith regarding claim for damages

### **b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Government Code section 54956.9(d)(4))

Potential Initiation of Litigation: one potential case

### **c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code section 54957(b)(1))

Title: CEO/Harbormaster

## **6. Closed Session (continued)**

### **d. CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code section 54957.6)

Unrepresented Employee: CEO/Harbormaster

District's Designated Representative: Ruben Duran, General Counsel

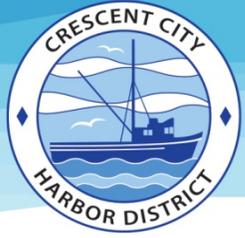
## **7. Adjourn Closed Session**

## **8. Report out of Closed Session**

## **9. Consideration of Amendment to Employment Agreement with CEO/Harbormaster**

## **10. MEETING ADJOURNMENT**

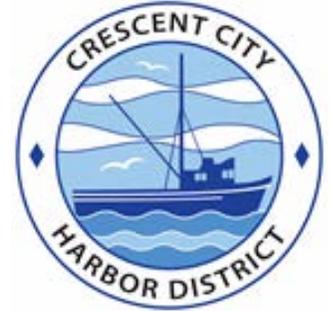
*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for Tuesday, July 18, 2023, at 2 p.m. PST. The Crescent City Harbor District complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to person with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132). Any person with a disability who requires modification in order to participate in a meeting should direct such request to (707) 464-6174 at least 48 hours before the meeting, if possible.*



## **1. Consent Calendar**

- a. Approval of the Meeting Minutes of the June 6, 2023 Regular Meeting.**

***Public Comment?***



<b>Regular Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District</b>	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	June 6, 2023 2:00 p.m.

## Board of Harbor Commissioners of the Crescent City Harbor District

### MINUTES

*Open Session, Tuesday June 6, 2023, at 2:00 P.M.*

**CALL TO ORDER:**      **2:00 PM**

**ROLL CALL:**

<i>PRESENT:</i>	<i>President</i>	WES WHITE
	<i>Secretary</i>	HARRY ADAMS
	<i>Commissioner</i>	RICK SHEPHERD
	<i>Commissioner</i>	BRIAN STONE
	<i>Commissioner</i>	GERHARD WEBER

*ABSENT:*      none

*QUORUM:*      yes

**PLEDGE OF ALLEGIANCE:**

**PUBLIC COMMENT:**

A member of the public inquired about ten-dollar administration fees being included in their electric bills. They also inquired about whether crab pot storage spaces were permitted outside the Harbor's permanent storage area.

An organizer of the upcoming Water Safety Day scheduled for the 10<sup>th</sup> of June requested yellow barricades be made available to control access to the event.

Another member of the public inquired about a proposal for a music festival scheduled for the 3<sup>rd</sup> of July.

No other members of the public commented.

**1) CONSENT CALENDAR:**

***1A) Approval of Meeting Minutes from the May 16th, 2023, Open Session.***

Commissioner Stone **motioned** to approve the previous meeting's minutes; Secretary Adams **seconded** the motion. President White called for a vote.

**POLLED VOTE** was called, **MOTION CARRIED:**

**AYES:** STONE, WEBER, ADAMS, SHEPHERD, WHITE // **NAYS:** NONE

**ABSENT:** NONE // **ABSTAIN:** NONE

**2) COMPTROLLER'S REPORT/ REVIEW BALANCES**

Comptroller Thomas Zickgraf reviewed current balances with the Board, and indicated that increased spending on legal fees was resulting in a lower than usual average balance. Zickgraf emphasized the importance of continuing to curtail discretionary spending and generating new revenue.

Comptroller Zickgraf also presented the Budget Draft for the 2023-2024 fiscal year, which included a much higher level of grant funding than previous years. Zickgraf emphasized that during the upcoming fiscal year, the Leadership Team would be working more with Community System Solutions (CSS) to provide project management and grant services. The team would also be working with CSS to generate new revenue sources and to ensure successful completion of grant funded contracts. Comptroller Zickgraf agreed to provide additional information to the Board members to help them develop a better understanding of projected non-grant funded revenue and expenses.

No members of the public commented.

**3) UNFINISHED BUSINESS**

***3A) Grants Update***

Aislene Dulane from CSS gave a presentation highlighting progress on grant applications. Dulane mentioned that "notices to proceed" had been issued by the California Coastal Conservancy for both the Citizens Dock and South Beach Restroom grants. Community meetings would be scheduled to receive input from the public, likely beginning in July or August.

Dulane also highlighted more grants CSS had started for the Harbor, including Storm Damage Mitigation and Offshore Wind Improvement Projects.

No members of the public commented.

### ***3B) Discuss Future Harbor Involvement with Tri-Agency***

President White reported that the Tri-Agency recently submitted a “Work Plan” based around the “Crescent City Economic Development Strategic Action Plan”, “Tri-Agency Economic Development Plan”, and strategic plans from the county, city, and harbor. The work plan focused on wind energy and its potential positive impact on the community. The work plan included a proposed budget, to which the Harbor would contribute ten thousand dollars. President White also reported that there would be a joint meeting toward the end of July.

A member of the public commented about the Harbor committing ten thousand dollars in the proposed budget. No other members of the public commented.

### ***3C) Harbormaster Conference Update***

Secretary Adams reported that he joined Harbormaster Tim Petrick in Sacramento for the first California Harbormaster’s Association Conference since 2019. Harbormaster Petrick reported that the conference covered a lot of important topics that would help the Harbor, highlighting that dredge permitting was an issue that many Harbormasters in the state were facing and they collectively wanted to streamline the process for future dredging projects.

No members of the public commented.

### ***3D) Dredge Tailings Beneficial Use Permit***

Harbormaster Petrick reported that conversations with the permitting agencies were going well, and permits would be ready once the permitted project for the moved sediment was prepared. Petrick stated that Front Street Park needed fill material, and he was meeting with Eric Wier to discuss moving forward with the permitted project.

A member of the public inquired about deadlines for dredging.

No other members of the public commented.

### ***3E) Dredge Permit Update***

Harbormaster Petrick presented to the Board a listing of work hours and tasks completed for an employee of the consulting firm Pacific Affiliates in relation to dredge permitting. The Board and public engaged in a discussion about how the lengthy permitting process had negatively impacted the Harbor.

No members of the public commented.

## **4) COMMUNICATIONS AND REPORTS**

### ***4A) CEO/Harbormaster Report***

Harbormaster Tim Petrick encouraged participation and support for the Children’s Business Fair scheduled for the 10<sup>th</sup> of June, as well as the Farmer’s Market on the same day.

**4B) AD HOC Committee Reports**

- a. Signage: Secretary Adams reported on potential new signage and pavement line markings in the Harbor.
- b. Finance: President White reported that the committee met to review the budget for the upcoming fiscal year.

**4C) Harbor Commissioner Reports**

- a. President White had nothing formal to report, but he admonished the public to observe proper meeting decorum, which had been lacking lately due to disparaging statements from the public that were not relevant to Harbor business.
- b. Secretary Adams had nothing to report.
- c. Commissioner Weber had nothing to report.
- d. Commissioner Stone reported that he visited the State capitol in Sacramento, and met with state legislators, notably Eduardo Garcia, chairman of the Public Utilities and Energy Commission, which was highly beneficial for the Harbor’s wind power efforts.
- e. Commissioner Shepherd had nothing to report.

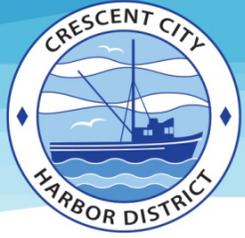
**5) ADJOURN OPEN SESSION**

*ADJOURNMENT TO THE BOARD OF HARBOR COMMISSIONERS NEXT REGULAR MEETING SCHEDULED FOR TUESDAY, JUNE 20, 2023, AT 2 P.M., VIA ZOOM WEB CONFERENCE AND IN-PERSON AT THE MAIN HARBOR OFFICE, LOCATED AT 101 CITIZENS DOCK ROAD.*

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Wes White, President

\_\_\_\_\_  
Harry Adams, Secretary



## **1. Consent Calendar**

### **b. Proclamation Regarding Pride Month.**

***Public Comment?***



## **PROCLAMATION OF THE CRESCENT CITY HARBOR DISTRICT**

### **“PRIDE MONTH”**

**JUNE 2023**

The Crescent City Harbor District (CCHD) is joining public agencies across California and the Nation in officially recognizing Pride Month, which is a month-long celebration held in June every year to honor and recognize the LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, and other sexual orientations and gender identities) community. The month is dedicated to acknowledging the influence and contributions of LGBTQ+ individuals to society and raising awareness of the community's ongoing struggle for equal rights, acceptance, and understanding.

This month – and every month – CCHD stands with the LGBTQ+ community as they take pride in who they are and whom they love. Pride Month is a time to remember the gift that is our remarkable diversity, making all of us stronger as we continue to pursue equality, acceptance, and freedom for all.

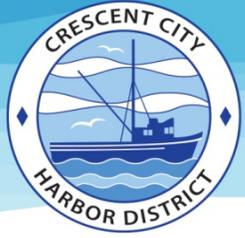
The LGBTQ+ community has fought tirelessly for their very right to exist and to be treated with the respect and equality that everyone deserves. But their fight is far from over. Around the world, and even here in the United States, members of the LGBTQ+ community face continuous, hate-fueled discrimination and violence. Across the country, deplorable efforts targeting our LGBTQ+ community are undoing decades of progress, attacking our foundational rights and freedoms as Americans. We must confront this rising tide of oppression and intolerance to ensure that all are safe and welcomed in our communities.

This month, we celebrate the resilience of the LGBTQ+ community and their hard-fought victories to advance acceptance and equality. We must also rededicate ourselves to the continued fight – standing together, united, to protect and build on our progress toward a better, more inclusive, and safer future for all.



## **2. Comptroller's Report, Review Balances**

***Public Comment?***



### **3. New Business**

- a. Review and Vote to Approve a Resolution Updating Individuals Authorized to Access, Manage, and/or Sign on CCHD Financial Accounts at Coast Central Credit Union.**

***Public Comment?***

**RESOLUTION NO. 2023-08**

**A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE CRESCENT CITY HARBOR DISTRICT AUTHORIZING CERTAIN DESIGNATED HARBOR OFFICIALS TO ORDER THE DEPOSIT OR WITHDRAWAL OF MONIES, CONDUCT ESSENTIAL MANAGEMENT TASKS, AND ACT AS OFFICIAL SIGNATORIES ON FINANCIAL ACCOUNTS WITH THE COAST CENTRAL CREDIT UNION**

**WHEREAS**, the Board of Harbor Commissioners (“Board”) of the Crescent City Harbor District (the “District”) desires the efficient management of funds the District has on deposit in accounts presently held with the Coast Central Credit Union (“CCCU”); and

**WHEREAS**, CCCU requires that the Board designate authorized Account Users, Administrators, and Signatories for maintaining the account profile, approving/assigning additional users, and other general account access, for the purposes of inter alia, deposit, withdrawal, and transfers.

**NOW, THEREFORE, THE BOARD OF HARBOR COMMISSIONERS OF THE CRESCENT CITY HARBOR DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The following Harbor Officials, or their successors in office, shall be authorized to have the most expansive account access possible as Account Signatories, except that in the execution of documents, a minimum of two signatories must sign the document:

1. President of the Board of Harbor Commissioners (*currently Commissioner Wes White*)
2. Secretary of the Board of Harbor Commissioners (*currently Commissioner Harry Adams*)
3. Ad Hoc Finance Committee Member #1 (*currently Commissioner Wes White*)
4. Ad Hoc Finance Committee Member #2 (*currently Commissioner Gerhard Weber*)
5. CEO/Harbormaster (*currently Timothy Petrick*)

Section 3. The following Harbor Officials, or their successors in office, shall be authorized to manage accounts, but shall not be account signatories:

1. Comptroller (*currently Thomas Zickgraf*)
2. Office Manager (*currently Kristina Hanks*)

Section 4. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are severable. The Board declares that the Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED, ADOPTED AND SIGNED this \_\_\_\_\_ day of June, 2023, by the following vote, to  
wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Wes White, President  
Board of Harbor Commissioners  
Crescent City Harbor District

ATTEST:

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Clerk  
Board of Harbor Commissioners  
Crescent City Harbor District



### **3. New Business**

- b. Review and Vote to Approve a Resolution Designating CCHD Agents for Cal OES Applications.**

***Public Comment?***



**DESIGNATION OF APPLICANT'S AGENT RESOLUTION**

**NON-STATE AGENCIES**

**CCHD RESOLUTION NO. 2023-09**

**Cal OES ID No: 015-91000-00**

OES-FPD-130 (Rev. 10-2022)

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

BE IT RESOLVED BY THE Board of Commissioners OF THE Crescent City Harbor District  
(Governing Body) (Name of Applicant)

THAT Harbormaster/CEO, OR  
(Title of Authorized Agent)

Comptroller, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Crescent City Harbor District,  
(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 Crescent City Harbor District, 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 20 day of June, 20 23

\_\_\_\_\_  
 (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)

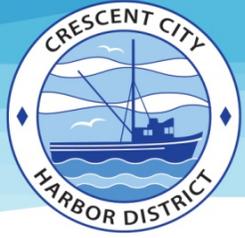
Crescent City Harbor District, do hereby certify that the above is a true and  
 (Name of Applicant)

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

of the Crescent City Harbor District on the 20 day of June, 20 23  
 (Name of Applicant)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)



### **3. New Business**

- c. Review and Vote to Approve Amended CCHD Bylaws.**

***Public Comment?***

## RESOLUTION NO. 2023-10

### A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE CRESCENT CITY HARBOR DISTRICT AMENDING THE BYLAWS OF THE CRESCENT CITY HARBOR DISTRICT.

**WHEREAS**, the Board of Harbor Commissioners (“Board”) of the Crescent City Harbor District (the “District”) last amended the District’s bylaws (“Bylaws”) on May 18, 2021; and

**WHEREAS**, an amendment to the District’s existing Bylaws requires a majority vote of at least three members of the Board; and

**WHEREAS**, the District’s Board desires to amend the District’s Bylaws as herein provided.

**NOW, THEREFORE, THE BOARD OF HARBOR COMMISSIONERS OF THE CRESCENT CITY HARBOR DISTRICT DO HEREBY RESOLVE AS FOLLOWS:**

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Article II, Section 2.5 of the District’s Bylaws shall be and hereby is amended as follows (additions shown in underline and deletions shown in ~~strikeout~~):

**Section 2.5: Harbor Commissioners.** Individual Harbor Commissioners are referred to as “Commissioners” and have the following powers and duties:

- a. Commissioners have one vote each in developing policies, passing ordinances, resolutions, and motions of the Board.
- b. Commissioners are to make every effort to attend all meetings of the Board.
- c. Commissioners serve on committees and accept responsibilities as appointed by the President.
- d. Commissioners communicate with the President and the Board concerning the District’s business.
- e. Commissioners coordinate with and provide feedback to the CEO regarding staffing requirements for the District.
- f. Two Commissioners will jointly participate with the CEO on interviews and hiring recommendations for all management positions.
- g. Commissioners represent the Board when so delegated by the President or the Board.
- h. Commissioners do not direct staff.
- i. Commissioners will, prior to taking office, take the official oath administered by a person authorized by law to administer the oath.
- j. Upon election of a Commissioner, the District will file with the Del Norte County Clerk/Recorder a bond in the sum of five thousand dollars (\$5,000.00) made payable to the District and conditioned on the faithful performance of his or her duties in accordance with Harbors & Nav. Code § 6056.
- k. When the office of a Commissioner becomes vacant during his or her term, the vacancy will be filled for the unexpired portion of the term by appointment made by the majority vote of the remaining Commissioners. If the vacant Commissioner post is not filled within 30 days of the vacancy, the vacancy will be filled by appointment by the Del Norte County Board of Supervisors. (Harbors & Nav. Code § 6054.3; Gov. Code § 1778)

1. Except where specifically authorized by Board action or for purely ceremonial purposes, individual Commissioners shall not make any statement, inference, or appearance or indicate in any way that he or she is representing the District or the Board on any action, decision, or policy direction. Individual Commissioners may not actually or implicitly promise or infer District or Board action, or promise that District staff will perform a specific action. When otherwise signing correspondence using their title as Commissioner and presenting their individual opinion and positions, individual Commissioners shall explicitly state that they do not represent the District and must not allow or encourage any inference that they are speaking on behalf of the Board, unless specifically authorized by the rest of the Board.

Section 3. The Board hereby adopts the Bylaws of the Crescent City Harbor District (“Bylaws”) as set forth in Exhibit “A,” attached hereto and incorporated herein in its entirety by this reference. A certified copy of the Bylaws are, at all times, on file in the District’s primary office located 101 Citizens Dock Road, Crescent City, California.

Section 4. The activity is not a project subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines, section 15060(c)(2)-(3).) In the alternative, if the activity does qualify as a project, it is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, section 15061(b)(3).)

Section 5. Approval of this Resolution to Amend the District’s Bylaws does not have any fiscal impact.

Section 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are severable. The Board declares that the Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

APPROVED, ADOPTED AND SIGNED this \_\_\_\_\_ day of June, 2023, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Wes White, President  
Board of Harbor Commissioners  
Crescent City Harbor District

ATTEST:

\_\_\_\_\_  
Clerk  
Board of Harbor Commissioners  
Crescent City Harbor District



# **BYLAWS**

## **OF THE**

# **CRESCENT CITY HARBOR DISTRICT**

[Proposed for Amendment on June, 20, 2023]

### **ARTICLE I – THE DISTRICT**

**Section 1.1: Name of District.** The name of the District is the "Crescent City Harbor District" its successors and assigns and is referred to as “the District.”

**Section 1.2: Seal of District.** The Seal of the District shall be in the form of two concentric circles with the words “CRESCENT CITY HARBOR DISTRICT” in the form as affixed on the last page of these Bylaws.

**Section 1.3: District Office.** The Office, the official mailing address, and the meeting place of the District Board of Harbor Commissioners is located at 101 Citizens Dock Road, Crescent City, CA 95531, until otherwise provided by Resolution or amendment to these Bylaws.

**Section 1.4: Board.** “The Board” means the Board of Harbor Commissioners, its successors and assigns.

### **ARTICLE II – OFFICERS**

**Section 2.1: Officers.** The elected officers of the District are the President and the Secretary, who will be elected from the members of the Board. The District must also appoint a Chief Executive Officer/Harbormaster (“CEO/Harbormaster”), who may not be a member of the Board. The Board may appoint other officers from time to time to serve at the pleasure of the Board and who will not be members of the Board.

**Section 2.2: President.** The President has the following responsibilities:

- a. The President presides at all meetings of the Board.
- b. The President acts as the Board's primary representative to the CEO/Harbormaster.
- c. The President may decide when special meetings of the full Board need to be called to deal with issues that cannot wait until the next regular Board meeting.
- d. The President appoints members of the Board to serve on any committees of the Board, and the President also appoints members of any other committees. All appointments by the President are subject to the consent of the person so appointed.

- e. The President may give other special assignments to Harbor Commissioners.
- f. The President will coordinate any communications with the news media on behalf of the Board.
- g. The President must also perform such other duties as assigned by the Board, these Bylaws, or as are commonly required of a presiding officer of a local government agency in California.
- h. The President oversees the Board's business and sets meeting schedules and agendas with input from other Board members and Harbor executive staff.
- i. In the absence of both the President and the Secretary, the most senior Commissioner in attendance will run any scheduled meetings.
- j. The President is authorized to sign checks and all documents as authorized by the Board.
- k. The President is elected by the Board annually and may be removed from office by the procedures outlined in Section 2.8 of these Bylaws.

**Section 2.3: Secretary.** The Secretary has the following responsibilities:

- a. The Secretary has the power to affix the District's Seal to all resolutions and ordinances adopted by the Board and to contracts and instruments authorized for execution on behalf of the District.
- b. The Secretary may, upon consultation with the CEO/Harbormaster, appoint a member of the District staff to assist in the Secretary's duties, such as preparing minutes and agenda packets.
- c. The Secretary acts as President pro-tem when the President is absent and is authorized to sign checks and attest to legal documents for the District as authorized by the Board.
- d. The Secretary is elected by the Board annually and may be removed by the procedures outlined in Section 2.8 of these Bylaws.

**Section 2.4: Board of Harbor Commissioners.** The Board has the following responsibilities:

- a. The Board is responsible for governance of the District [See (i.) below].
- b. The Board elects a President and Secretary annually.
- c. The Board adopts and bi-annually reviews the Budget, which will include an organizational diagram that identifies all current employment positions within the District and their status as full or part time positions. Any deviation from this Budget or organizational structure must be approved by the Board.
- d. The Board hires the CEO/Harbormaster, General Counsel, Special Counsel, auditors, engineers, and other outside consultants who serve at the pleasure of the Board.
- e. The Board approves travel requests over \$1,500.00 and approves any other expenditures of over \$12,000.00.
- f. The Board approves initiation and settlement of litigation by the District.
- g. The Board approves all Harbor leases and contracts over \$12,000.00.
- h. The Board develops specific plans to use as coordinating instruments for the Harbor's future.
- i. In compliance with applicable law, the Board develops and adopts ordinances, resolutions, bylaws, policies, and the public positions of the District.

**Section 2.5: Harbor Commissioners.** Individual Harbor Commissioners are referred to as “Commissioners” and have the following powers and duties:

- a. Commissioners have one vote each in developing policies, passing ordinances, resolutions, and motions of the Board.
- b. Commissioners are to make every effort to attend all meetings of the Board.
- c. Commissioners serve on committees and accept responsibilities as appointed by the President.
- d. Commissioners communicate with the President and the Board concerning the District’s business.
- e. Commissioners coordinate with and provide feedback to the CEO regarding staffing requirements for the District.
- f. Two Commissioners will jointly participate with the CEO on interviews and hiring recommendations for all management positions.
- g. Commissioners represent the Board when so delegated by the President or the Board.
- h. Commissioners do not direct staff.
- i. Commissioners will, prior to taking office, take the official oath administered by a person authorized by law to administer the oath.
- j. Upon election of a Commissioner, the District will file with the Del Norte County Clerk/Recorder a bond in the sum of five thousand dollars (\$5,000.00) made payable to the District and conditioned on the faithful performance of his or her duties in accordance with Harbors & Nav. Code § 6056.
- k. When the office of a Commissioner becomes vacant during his or her term, the vacancy will be filled for the unexpired portion of the term by appointment made by the majority vote of the remaining Commissioners. If the vacant Commissioner post is not filled within 30 days of the vacancy, the vacancy will be filled by appointment by the Del Norte County Board of Supervisors. (Harbors & Nav. Code § 6054.3; Gov. Code § 1778)
- l. Except where specifically authorized by Board action or for purely ceremonial purposes, individual Commissioners shall not make any statement, inference, or appearance or indicate in any way that he or she is representing the District or the Board on any action, decision, or policy direction. Individual Commissioners may not actually or implicitly promise or infer District or Board action, or promise that District staff will perform a specific action. When otherwise signing correspondence using their title as Commissioner and presenting their individual opinion and positions, individual Commissioners shall explicitly state that they do not represent the District and must not allow or encourage any inference that they are speaking on behalf of the Board, unless specifically authorized by the rest of the Board.

**Section 2.6: CEO/Harbormaster.** The CEO/Harbormaster serves at the pleasure of the Board and has the following responsibilities:

- a. The CEO/Harbormaster is responsible for recruiting and hiring personnel in accordance with these Bylaws, supervising staff performance, and the day-to-day operations of the District.

- b. The CEO/Harbormaster will act in accordance with these Bylaws as the Board's primary contact regarding recruiting and hiring personnel, staff performance, and day-to-day operations.
- c. The CEO/Harbormaster carries out the ordinances, resolutions, and policies of the Board.
- d. The CEO/Harbormaster prepares the agenda for all meetings of the Board in consultation with the President and staff.
- e. The CEO/Harbormaster is responsible for maintaining the records of the District, preparing the annual Budget, and the organizational structure of the employees for the District.
- f. The CEO/Harbormaster advises the Board, providing objective information, pros and cons of alternatives, and long-term consequences of decisions.
- g. The CEO/Harbormaster may make policy recommendations to the Board, but is bound by whatever action the Board takes.
- h. The CEO/Harbormaster initiates lease and union negotiations and brings draft agreements to the Board for approval.
- i. The CEO/Harbormaster will make a full report to the Board on any subject it requests and be transparent on all aspects of any requested report.

**Section 2.7: Additional Duties.** The Officers, the Board, and the Commissioners of the District must perform such other duties and functions from time to time as required by the Board, bylaws, resolutions, ordinances, or applicable law.

**Section 2.8: Election and Appointment of Officers.** The President and Secretary are elected from among the members of the Board, by a majority vote of the Board, and hold office until a successor is elected. Normally, an election is conducted at each annual meeting of the Board, providing a one-year term for each office. Any President or Secretary may continue in office by serving multiple terms consecutively. Notwithstanding any other provision herein, any President or Secretary may be removed from office by the affirmative vote of any three Harbor Commissioners.

**Section 2.9: Vacancies.** If the office of President or Secretary become vacant, the Board must elect a successor from the members of the Board at the next meeting, or as soon thereafter as possible.

**Section 2.10: Personnel.** The Board delegates the hiring of non-management personnel to the CEO/Harbormaster in accordance with these Bylaws.

**Section 2.11: Ethics Training.** All Management Personnel, Officers, and Commissioners of the District will complete at least two hours of training in general ethics principles and ethics laws relevant to his or her public service every two years. (Gov. Code § 53234, *et seq.*)

### **ARTICLE III – MEETINGS**

**Section 3.1. Swearing in of New Harbor Commissioners.** Harbor Commissioners who are duly elected pursuant to the Elections Code, take office at noon on the first Friday in December following the general District election. A Commissioner duly appointed to fill a vacancy must be sworn in as soon as feasible following their appointment. Prior to taking office, each Harbor Commissioner must take the official oath.

**Section 3.2: Annual Meeting.** The annual meeting of the Board will normally be the first regular meeting of the Board in January each calendar year, or such other date as the Board may find convenient.

**Section 3.3: Regular Meetings.** The Board will normally hold at least one regular meeting a month, at such time and place as is fixed by resolution of the Board. The meeting must be held within the District and will be open to the public. In addition to the notice required by law, the agenda for such meeting will be emailed to each member of the Board at least seventy-two (72) hours prior to the time of the meeting.

**Section 3.4: Special Meeting.** The President, or a majority of the members of the Board, may call a special meeting of the Board for the purpose of transacting any business designated in the special meeting agenda. In addition to the notice required by law, the agenda for a special meeting will be emailed to each member of the Board at least twenty-four (24) hours prior to the time of the special meeting.

**Section 3.5: Open Meetings.** All of the meetings of the Board will be open to the public except as otherwise authorized by law. All meetings will be conducted pursuant to applicable law.

**Section 3.6: Quorum.** The powers of governing the District are vested in the currently sitting Board. Three members of the Board constitute a quorum for the purpose of conducting meetings of the Board. When a quorum of the Board is present, action in the form of resolution or motion may be taken by a majority of those present unless otherwise required by law.

**Section 3.7: Agenda.** An agenda for meetings of the Board will be prepared and distributed as required by law. The CEO/Harbormaster is responsible for preparing and distributing the agenda in consultation with the President. Items may be placed on the agenda at the request of any Harbor Commissioner. In order to facilitate preparation and distribution of the agenda, Harbor Commissioners must submit the request and any supporting material to be included in the agenda packet to the CEO/Harbormaster at least six (6) calendar days prior to the next Board meeting. In order for an item to return on the agenda after action has been taken, only a Harbor Commissioner who voted on the prevailing side may request that it be placed on the agenda a second time.

**Section 3.8: Order of Business.** At each regular Board meeting, the following will be the order of business:

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comment
4. Consent Calendar.
5. Items of Business.
6. Reports.
7. Board Comments.

For the convenience of the Board or others, the President may modify the order of business for any regular or special meeting. For the convenience of the public, closed sessions for personnel or litigation matters generally will be held at the beginning or end of the meeting as determined by the Board.

**Section 3.9: Rules of Procedure.**

- a. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary and convenient. When necessary, the President may refer to Rosenberg's Rules of Order to supplement

the procedural rules established by law, contained in these Bylaws, or otherwise adopted by the Board.

- b. The President will call the meeting to order at the appointed time, announce the business before the Board in proper order, state and put all questions properly brought before the Board, preserve order and decorum, and decide all questions of order subject to an appeal to the entire Board.
- c. The President may participate in debate and vote on all issues before the Board.
- d. The President should not interrupt a speaker so long as the speaker is in order.
- e. The President will enforce the Board's rules for public participation.
- f. The President will rule any speaker out of order who is not in compliance with any rule or procedure, who is speaking too long, or who is being unduly repetitious, or who is extensively discussing irrelevancies.
- g. While on all questions of order and interpretation of the rules and priority of business it is the duty of the President to first decide the question, it is the privilege of any member of the Board to appeal the decision; and if the appeal is seconded, the Board will vote on whether the decision of the President stands.
- h. The Board may act by ordinance, resolution, or minute order (motion on the record.)
- i. Subject to appeal to the entire Board, the President may set the reasonable time for debate of a particular issue and may allot a reasonable time to each speaker, including members of the Board.
- j. The proper order for all actions is, after public comment is heard, for the members of the Board to ask clarifying questions, then for any member of the Board to make a motion (such as a motion to enact an ordinance), which if seconded, is subject for discussion prior to the vote. A motion for reconsideration may be made or placed on the agenda only by a member who voted with the prevailing side, although such a motion may be seconded by anyone.
- k. Each member of the Board attending a meeting will be allowed to speak, at least one time, prior to each vote on an issue. Speakers will obtain the floor from the President prior to speaking. The President may recognize himself or herself. The President will determine the order in which members of the Board speak.
- l. During discussion of a matter, members of the Board will confine themselves to the question before the Board. Members should refrain from attacking the motives of other members, but the nature and consequences of a measure may be condemned in strong terms. It is not the person, but the measure, that is subject to debate.

**Section 3.10: Public Participation.** The rules of public participation for Board meetings are set forth in the Brown Act and subject to the attached Appendix A.

**Section 3.11: Roll Call Vote on Resolutions, Ordinances, and Minute Orders.** Voting on all resolutions, ordinances, and minute orders coming before the Board of the District will be by roll call, and the ayes and nays will be entered upon the minutes of such meeting. No secret ballots are permitted.

**Section 3.12: Expenses over \$12,000.00.** Voting on all expenses over \$12,000.00 coming before the Board will be by roll call, and the ayes and nays will be entered upon the minutes of such meeting. No secret ballots are permitted.

## **ARTICLE IV- COMMITTEES**

**Section 4.1: Establishment.** The Board, by motion or resolution, may establish and dissolve committees from time to time. All committees will have such powers and authority as granted by the Board and may be modified from time to time.

**Section 4.2: Ad Hoc Committees.** Ad hoc committees are committees made up solely of two members of the Board for purposes of making investigations, gathering information, meeting with third parties or other agencies, and giving recommendations and advice to the Board. Ad hoc committees are generally expected to complete their business and make their recommendations to the Board within six months of their formation; although, the term may be extended if it turns out that it is impractical to complete the business or form the committee recommendations within that time.

**Section 4.3: President to Appoint.** The President will appoint members of all committees with agreement from the appointed members. The President may also appoint a new member to serve where a committee member is unable to attend or perform the functions of that committee member.

**Section 4.4: Standing Committees.** The Board may establish standing committees to be given such duties as the Board directs. Standing committees have continuing subject matter jurisdiction. Standing committees may be assigned or delegated such powers and decision-making responsibilities as deemed appropriate by the Board.

**Section 4.5: Other Committees.** The Board may establish other committees made up of any combination of representatives or users from the District, members of the public, or representatives of other agencies, as it deems appropriate.

**Section 4.6: Minutes and Formalities.** Unless required by law or Board action, ad hoc committees need not hold public meetings nor give advance notice of their meetings. Standing committees will prepare minutes of their meetings. Ad hoc committees will make regular written reports to the Board on any developments within the scope of the committee.

**Section 4.7: Application of the Brown Act.** Nothing in these Bylaws may be interpreted to allow any violation of the California Brown Act.

## **ARTICLE V - PASSAGE OF ORDINANCES**

**Section 5.1: Ordinances.** Ordinances will be enacted pursuant to the California Harbors & Navigation Code and any and all other applicable California laws. Before any ordinance may be adopted, the violation of which is a misdemeanor, a notice will be published in a newspaper of general circulation published in Del Norte County, stating generally the nature of the ordinance proposed, stating where and when a copy thereof may be inspected, and specifying the date, not less than twenty (20) days from the date of publication of such notice, on which the Board will meet for the purpose of adopting the ordinance. Ordinances will become effective immediately upon adoption by the Board unless another effective date is stated in the ordinances. All ordinances will be adopted and published as required by law.

**Section 5.2: Majority.** Passage of an ordinance requires the affirmative vote of three Harbor Commissioners.

## **ARTICLE VI - MISCELLANEOUS PROVISIONS**

**Section 6.1: Checks.** All checks of the District must be signed by at least two Commissioners. Any and all members of the Board are authorized to sign checks.

**Section 6.2: Access to Records.** The purpose of this section is to maximize access to the District's records for Harbor Commissioners, who must ultimately decide matters concerning the District, while keeping in mind the privacy concerns of personnel, the needs of litigation, and other legitimate concerns. Each member of the Board has access to read and review all records of the District, unless restricted by law. Private personnel records are not available to Harbor Commissioners, except as deemed necessary for the conduct of their business. Harbor Commissions generally should view personnel records in a closed session of the Personnel Committee or Board. The CEO/Harbormaster is responsible for maintaining the District's records. A Harbor Commissioner's request for access to nonpublic documents will be made through the CEO/Harbormaster. In the event of a dispute regarding access to the District's records, the CEO, the President, or a member of the Board may bring the matter before the entire Board, which will have ultimate responsibility for deciding such matters.

**Section 6.3: Attorney.**

a. The CEO/Harbormaster will be the Board's primary contact with any attorney representing the District. The President may also consult with any attorney representing the District with full Board approval.

b. The General Counsel will be the primary attorney representing the District. The General Counsel represents the District, not individual Commissioners. Nonetheless, the Board recognizes and affirms the right of individual Commissioners to consult directly and confidentially with the General Counsel on District related matters as they deem appropriate. Prudence should be used when exercising this privilege, and the subject matter of all consultations must be limited to official District business.

c. The President, the CEO/Harbormaster, or the Board may request that the General Counsel prepare a written opinion or attend a Board meeting to discuss legal issues.

d. The General Counsel will prepare or review leases, contracts, deeds and similar documents at the direction of the CEO/Harbormaster or the Board. Contracts, deeds, leases, and similar documents must include the General Counsel's signature approving the document as to form.

**Section 6.4: Compliance with Law.** These Bylaws must be interpreted as consistent with any and all applicable law.

## **ARTICLE VII – AMENDMENTS**

**Section 7.1: Amendments to Bylaws.** The Bylaws of the District may be amended by Resolution only with the approval of at least three members of the Board at a regular or special meeting.

The above Bylaws have been adopted by Resolution Number \_\_\_\_\_ on \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
President of the Board of Harbor Commissioners

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary of the Board of Harbor Commissioners

## APPENDIX A

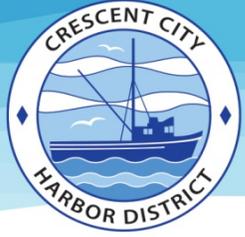
### RULES RELATED TO PUBLIC PARTICIPATION AT MEETINGS OF THE CRESCENT CITY HARBOR DISTRICT BOARD OF HARBOR COMMISSIONERS

- 1.) Every agenda for regular meetings of the Board will provide for an opportunity for members of the public to directly address the Board on any item of interest to the public before or during the Board's consideration of the item, so long as the item is within the subject matter jurisdiction of the District and providing that no action will be taken on any item not appearing on the agenda unless authorized by statute.
- 2.) Only members of the audience recognized by the President will have the floor. Any member of the public wishing to address the Board must seek recognition from the President by the raising of his or her hand during the discussion of the item or by submitting a written request for recognition to the Secretary prior to the meeting. Upon being recognized by the President, the person will state his or her name and identify any group or organization that he or she is representing. In the President's discretion, the period for public participation may be before or after any staff report on a particular item.
- 3.) Except for public hearings, each speaker will be limited to a maximum of three (3) minutes, and total public participation on any item will be limited to fifteen (15) minutes. The Board may extend the time limit for individual speakers or total audience participation, if in their discretion additional time is warranted. It is the responsibility of the President, or the President's designee, to keep track of time.
- 4.) Unless the Board determines that more time is warranted due to the complexity of, or public interest in, an item, each public hearing will be limited to thirty minutes, and individual speakers will be limited to five (5) minutes each. The Board may increase the time limits before or during a hearing if it determines such an increase is warranted.
- 5.) Irrespective of any time limits, the President will regulate a speaker who is speaking too long, being unduly repetitious, or extensively discussing irrelevancies.
- 6.) The President will rule a speaker out of order for cause. A speaker may not be ruled out of order due to substance of the comments unless comments are irrelevant to the subject at hand.
- 7.) After hearing from the public on an item, the President may close further audience participation to allow members of the Board to discuss the item among themselves and with staff. Harbor Commissioners may also ask for further comment or clarification from members of the audience after the public participation portion has otherwise been closed.
- 8.) Notwithstanding any other provision herein, the agenda and the Board need not provide an opportunity for members of the public to address the Board on any item that has already been considered by a committee composed exclusively of members of the Board at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item before or during the committee's consideration of the item. The Board will afford the public opportunity to speak on such an item if the Board determines that the item has been substantially changed since the committee heard the item.
- 9.) In the case of special meetings, the Board will limit public participation and discussion to only those items that were described in the notice of the meeting.

10.) The Board may exclude or expel any person who refuses to abide by the reasonable rules for public participation or who causes a disturbance. In addition, the Board may exclude or expel all persons from any meeting where a disturbance has been created that will not allow the meeting to continue unimpeded. In a case where persons have been expelled due to such a disturbance, the Board must readmit any journalists who were not involved in the disturbance and may establish a procedure for readmitting any individuals not responsible for willfully disturbing the orderly conduct of the meeting.

**SEAL OF THE CRESCENT CITY HARBOR DISTRICT**





### **3. New Business**

- d. Review and Vote to Approve Insurance Renewal Proposal from Redwoods Leavitt.**

***Public Comment?***



# Renewal Proposal

Prepared for:

*Crescent City Harbor District*

Presented by: Chris Dufour

**Redwoods Leavitt Insurance Agency**

785 E Washington Blvd., #4

Crescent City, CA 95531

Phone: (707)465-6508

Fax: (707)465-5422

License #0C66788



Date Prepared: June 15,2023

*This proposal is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid. This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums.*

# Redwoods Leavitt Insurance Agency Service Team

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**Your peace of mind is our priority and achieving that comes from both your comfort level with our service team and consistency with requests.** We believe you deserve top quality individuals and expertise from our support staff, and that is the foundation on which we have built our teams.

## ACCOUNT EXECUTIVE

Chris Dufour

[chris-dufour@leavitt.com](mailto:chris-dufour@leavitt.com)

*Responsibilities: Your Account Executive is responsible for your overall account supervision and coordination of services including negotiations with the insurance company, assisting with problem and dispute resolution and coverage questions.*

## ACCOUNT MANAGER

Dena Leong

[dena-leong@leavitt.com](mailto:dena-leong@leavitt.com)

*Responsibilities: Your Account Manager manages your questions and is the main point of contact on a day-to-day basis. Your Account Manager can manage technical questions, billing, audit, policy changes and detailed information as it pertains to your account.*

# Premium Summary

Insured: Crescent City Harbor District

## Premium Comparison

Line of Business	Expiring Term 2022-2023	Renewal Quote 2023-2024
Package – Marina Liability, Vessels, Equipment, & Docks	\$ 67,680.00	\$ 73,585
Commercial Property	11,303	13,976
Public Officials Management & Employment Practices Liability	7,123.14	13,371.39
Commercial Auto (6-month term)	8,210.80	8,884.80
Law Enforcement Professional Liability	n/a	20,285.63
<b>Total Premium</b>	<b>\$ 94,316.94</b>	<b>\$ 130,102.82</b>

*Subject to a minimum earned premium of 25% in the event the policy is cancelled for any reason.*

**Policy Number:** TBD  
**Line of Business:** Marine Liability  
**Effective/Expiration:** 07/01/2023 – 07/01/2024  
**Writing Company:** Markel Insurance Co.  
**Premium Quote** \$73,585

## Line of Business

Line of Business	Description	Writing Company
Commercial Fire	Docks	Markel Insurance Company
General Liability	Marina Operators Liability & Lessor's Risk	Markel Insurance Company
Inland Marine	Vessels & Equipment	Markel Insurance Company

## Named Insured and Locations

### First Named Insured

Firm Name	Dec Name App	Entity Type
Crescent City Harbor District	Crescent City Harbor District	Other

### Location Schedule

Loc #	Bldg #	Address	City	State	Zip Code	Description
00001		Citizens Dock Area	Crescent city	CA	95531	Docks
00002		Fashion Blacksmith Dock	Crescent City	CA	95531	Dock
00003	00001	161 Starfish Way	Crescent City	CA	95531	Safe Coast
00004	00001	151 Starfish Way	Crescent City	CA	95531	Pacific Choice
00005	00001	121 Starfish Way	Crescent City	CA	95531	Fashion Blacksmith
00006	00001	101 Citizens Dock Rd	Crescent City	CA	95531	District Office
00007	00001	160 Marine Way	Crescent City	CA	95531	
00008	00001	128 Anchor Way	Crescent City	CA	95531	
00009	00001	141 Starfish Way	Crescent City	CA	95531	
00010	00001	150 Marine Way	Crescent City	CA	95531	Coast Guard Aux
00011	00001	159 Starfish Way	Crescent City	CA	95531	RV Park

# General Liability

## General Coverage Information

**Coverage Type** Commercial General Liability  
**Occurrence/Claims Made** Occurrence

## Coverages/Limits

Coverage	Limit
General Aggregate	3,000,000
Products/Completed Ops Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Products/Completed Ops Aggregate	3,000,000
Fire Damage	50,000
Medical Expense	2,500
Hired Auto	1,000,000
Non-owned Auto	1,000,000
HNOA Aggregate	1,000,000
Each Occurrence	3,000,000

## Schedule of Hazards

Loc #	Prem Code	Class Code	Classification	Exposure
00001	S	10105	Primary \$1,000,000.00 - Boat moorage, storage, hauling, launching and services	535,500
00001	S	61217	Primary \$1,000,000.00 - Rents, concessions, grants, assessments and other revenue plus Wharfingers legal liability	1,038,431
00001	C	61217	\$2,000,000.00 Excess \$1,000,000.00	Flat Charge
00001	C	61217	Lessor's Risk - Policy Level	Flat Charge
00012	S	10331	Campground RV Park - 120 spaces	420,000

**Prem (premium) Code:** A = Area, C = Total Cost, G = Gallons, M = Admissions, P = Payroll, S = Gross Sales, T = Other, U = Unit

# Commercial Inland Marine

## Equipment Floater

Type of Operation Harbor District  
Territory of Operation Harbor area

## Scheduled Equipment

Year	Make	Model	Description	Serial #	Amount of Insurance
2004	Caterpillar	420D	Backhoe	FDP24810	54,500
2015		HH80 SD	Pump 3" High Head		52,000

## Scheduled Vessels

Year	Make	Description	Serial #	Amount of Insurance
		36' Landing Craft	36VP6437	10,455
		20' McGee Fiberskiff w/ Motor	CFZ4118X1000	10,000
		16' Steel Skiff w/ Motor		5,000

# Docks Property

## Premises

Loc #	Address
00003	Citizens Dock Area and Fashion Blacksmith Dock \$2,000,000 for Citizens - \$750,000 for FB

## Subject of Insurance

Loc #	Subject of Insurance	Amount	Valuation	Co-Ins %	Cause of Loss	Deductible
00003	Docks	2,750,000	Actual Cash Value	90	Full Form	25,000
00003	Business Income	121,480	Follows Loss		Full Form	

*Refer to actual policy for actual limits, deductibles, conditions, exclusions and details.*

*\$250,000 deductible for wind/wave/tsunami*

**Policy Number:** TBD  
**Line of Business:** Commercial Property  
**Effective/Expiration:** 07/01/2023 -07/01/2024  
**Writing Company:** Nationwide Mutual Insurance Co.  
**Premium Quote** \$13,976

## Line of Business

Line of Business	Description	Writing Company
Commercial Property	Buildings, Business Personal Property, Business Income	Nationwide Mutual Insurance Company

## Named Insured and Locations

### First Named Insured

Firm Name	Dec Name App	Entity Type
Crescent City Harbor District	Crescent City Harbor District	Other

### Location Schedule

Loc #	Bldg #	Address	Description
00001	00001	161 Starfish Way	Safe Coast
00002	00001	151 Starfish Way	Pacific Choice
00003	00001	121 Starfish Way	Fashion Blacksmith
00004	00001	101 Citizens Dock Road	District Office
00005	00001	150 Marine Way	Coast Guard Aux
00006	00001	101 Starfish Way	Maintenance Bays
00006	00002	101 Starfish Way	Maintenance. Storage
00007	00001	170 Marine Way	Crescent Seafood
00008	00001	245 Anchor Way	Harbor House
00009	00001	201 Citizens Dock Rd	Old Englund Marine
00010	00001	250 Anchor Way	Harbor Master Office

## Subject of Insurance

Loc #	Bldg #	Subject of Insurance	Amount	Valuation	Co-Ins %	Cause of Loss	Deductible
00001	00001	Building	2,859,100	Replacement Cost	090	Special form	25,000
00001	00001	Personal Property	6,100	Replacement Cost	090	Special form	25,000
00001	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00001	00001	BI w/ Extra Expense	77,785	Replacement Cost	090	Special form	25,000
00002	00001	Building	2,702,000	Replacement Cost	090	Special form	25,000
00002	00001	Personal Property	6,100	Replacement Cost	090	Special form	25,000
00002	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00002	00001	BI w/ Extra Expense	41,725	Replacement Cost	090	Special form	25,000
00003	00001	Building	1,754,300	Replacement Cost	090	Special form	25,000
00003	00001	Personal Property	23,000	Replacement Cost	090	Special form	25,000
00003	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00003	00001	BI w/ Extra Expense	51,000	Replacement Cost	090	Special form	25,000
00004	00001	Building	463,900	Replacement Cost	090	Special form	25,000
00004	00001	Personal Property	9,200	Replacement Cost	090	Special form	25,000
00004	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00004	00001	BI w/ Extra Expense	8,800	Replacement Cost	090	Special form	25,000
00005	00001	Building	281,000	Replacement Cost	090	Special form	25,000
00005	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00006	00001	Building	318,000	Replacement Cost	090	Special form	25,000
00006	00001	Personal Property	6,900	Replacement Cost	090	Special form	25,000
00006	00001	Building Ordinance or Law	27,800	Replacement Cost		Special form	25,000
00006	00002	Building	209,800	Replacement Cost	090	Special form	25,000
00006	00002	Building Ordinance or Law	27,800	Replacement Cost		Special form	25,000
00007	00001	Building	701,700	Replacement Cost	090	Special form	25,000
00007	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00007	00001	BI w/ Extra Expense	10,800	Replacement Cost	090	Special form	25,000
00008	00001	Building	716,000	Replacement Cost	090	Special form	25,000
00008	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00009	00001	Building	625,200	Replacement Cost	090	Special form	25,000
00009	00001	Building Ordinance or Law	55,600	Replacement Cost		Special form	25,000
00010	00001	Building	175,000	Replacement Cost	090	Special form	25,000
00010	00001	Personal Property	25,000	Replacement Cost	090	Special form	25,000

**Policy Number:** TBD  
**Line of Business:** Professional Liability  
**Effective/Expiration:** 07/01/2023 -07/01/2024  
**Writing Company:** Kinsale Insurance Co.  
**Premium Quote** \$13,371.39

## Line of Business

Line of Business	Writing Company
Public Officials Management & Employment Practices Liability	Kinsale Insurance Co

## Named Insured and Locations

### First Named Insured

Firm Name	Dec Name App	Entity Type
Crescent City Harbor District	Crescent City Harbor District	Other

## Coverages/Limits

Coverage	Limit
Aggregate	1,000,000
Public Officials Liability and Employment Practices Liability	1,000,000 shared limits
Each Claim Deductible	25,000

\*Prior & Pending Litigation Date: 7/1/23

**Policy Number:** TBD  
**Line of Business:** Professional Liability  
**Effective/Expiration:** 07/01/2023 - 07/01/2024  
**Writing Company:** Kinsale Insurance Co.  
**Premium Quote** \$20,285.63

### Line of Business

Line of Business	Writing Company
Law Enforcement Professional Liability	Kinsale Insurance Co

### Named Insured and Locations

#### First Named Insured

Firm Name	Dec Name App	Entity Type
Crescent City Harbor District	Crescent City Harbor District	Other

### Coverages/Limits

Coverage	Limit
Aggregate	1,000,000
Each Wrongful Act	1,000,000
Each Wrongful Act Deductible	50,000

**Policy Number:** 02320327-6  
**Line of Business:** Business Auto  
**Effective/Expiration:** 07/01/2023 - 01/01/2024  
**Writing Company:** United Financial Casualty Co  
**Premium Quote** \$8,884.80

## Named Insured and Locations

### First Named Insured

Firm Name	Dec Name App	Entity Type
Crescent City Harbor	Crescent City Harbor	Other

### Business Auto Coverages/Limits

Coverage	Limit
Combined single limit	2,000,000
Uninsured motorist combined single limit	2,000,000
Medical payments	5,000

The coverage symbols on a business automobile policy are used to identify which autos qualify as covered autos for each of the coverage being purchased. It is important to make sure that the appropriate symbol has been chosen for each of the coverage desired. A coverage symbol must appear by a coverage shown on the policy declarations page for coverage to apply.

### Liability & Physical Damage Covered Auto Symbols

Liability	7
Medical Payments	7
Uninsured Motorist	6
Underinsured Motorist	6
Comprehensive	7
Collision	7

#### Auto Symbol/ Description

- 1 Any Auto
- 2 Owned Autos Only
- 3 Owned Private Passenger Autos Only
- 4 Owned Autos Other Than Private Passenger
- 5 Owned Autos Subject to No-Fault
- 6 Owned Autos Subject to Compulsory Uninsured Motorist Law
- 7 Specifically Described Autos
- 8 Hired Autos Only
- 9 Non-Owned Autos Only

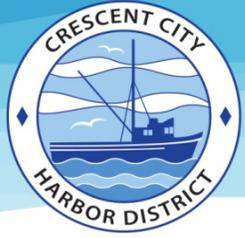
### Vehicle Schedule

Veh #	Year	Make	Model	Vehicle Identification	LIA	Med Pay	UM/UIM	Comp Ded	Coll Ded
00001	2004	Ford	F350 Super Duty	1FDSF34L14ED01426	X	X	X		
00002	1997	Ford	F350	1FTHF36GXVED04051	X	X	X		
00003	1999	Ford	Ranger	1FTYR14V7XPA18971	X	X	X		
00004	2000	Nissan	Frontier	1N6ED26T3YC376660	X	X	X		
00005	2007	Ford	Ranger	1FTYR10DX7PA90227	X	X	X		
00006	2009	Cargo	Trailer	5NHUBL6209T422025	X				
00007	2022	GMC	Sierra C3500/K3	1GT38PE74NF171570	X	X	X	500	500
00008	2022	Ford	Ranger	1FTER1EH5NLD32912	X	X	X	500	500
00009	2022	Ford	Ranger	1FTER1EH6NLD32093	X	X	X	500	500
00010	2022	GMC	Sierra C1500/K1	3GTNHAED6NG527205	X	X	X	500	500

**X-Indicates Coverage Blank-No Coverage**

## Driver Information

Driver #	Name	Please Advise if any Drivers Need to be Added/Removed
0001	Richard Salvaressa	
0002	Justin Hanks	
0003	Robert Josey	



## **4. Unfinished Business**

- a. Discuss Future Harbor Involvement in Tri-Agency, Review Bylaws, Budget, and Work Plan.**

***Public Comment?***

## **JOINT POWERS AGREEMENT FOR TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY**

THIS JOINT POWERS AGREEMENT, originally made and entered on this 27th day of April, 2023, by and between the COUNTY OF DEL NORTE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", the CITY OF CRESCENT CITY, California, a municipal corporation, hereinafter referred to as "CITY", and the CRESCENT CITY HARBOR DISTRICT, a public agency duly formed and operating in Del Norte County, California, under the Harbors and Navigation Code of the State of California hereinafter referred to as "DISTRICT" is enacted by said parties this \_\_\_\_\_ day of 2023.

Recitals: This Agreement is made with reference to the following facts:

- (a) **WHEREAS**, the Joint Exercise of Powers Act, Government Code section 6500 et seq., permits two or more public agencies by agreement to jointly exercise any powers common to the contracting parties, and further provides additional powers; and
- (b) **WHEREAS**, the Members further have the common powers to establish programs to meet the social needs of their population, including promoting the economic development and welfare of their communities, and to do all acts necessary to participate in any federal program whereby federal funds are granted for purposes of public works or community improvement, pursuant to Government Code sections 12100 et seq., 26227, 52200 et seq., and 53703; and
- (c) **WHEREAS**, the Members, in a joint effort, have created the Del Norte Comprehensive Economic Development Strategy ("CEDS") in accordance with 13 C.F.R §303.7, which states: "CEDS are designed to bring together the public and private sectors in the creation of an economic roadmap to diversify and strengthen Regional economies. The CEDS should analyze the Regional economy and serve as a guide for establishing Regional goals and objectives, developing and implementing a Regional plan of action, and identifying investment priorities and funding sources. Public and private sector partnerships are critical to the implementation of the integral elements of a CEDS set forth in paragraph (b) of this section. As a performance-based plan, the CEDS will serve a critical role in a Region's efforts to defend against economic dislocations due to global trade, competition and other events resulting in the loss of jobs and private investment." The CEDS is updated periodically.
- (d) **WHEREAS**, the Members adopt individual economical development strategies as well, such as the Crescent City Economic Development Strategic Action Plan (CCEDSAP), the Crescent City Harbor Strategic Plan (CCHDSP), and Community Economic Resiliency Fund (CERF) Pilot Program.

- (e) **WHEREAS**, the geographic isolation of Del Norte County requires the coordination and efforts of all governmental entities in the County, including the Indian Tribes, to demand and aid in the maintenance and development of transportation routes to the rest of the state and to demand and aid in the development and maintenance of electrical and broadband infrastructure.
- (f) **WHEREAS**, California Senate Bill 100, Officially titled “The 100 Percent Clean Energy Act of 2018” sets a goal of powering all retail electricity sold in California and state agency electricity needs with renewable and zero-carbon resources—those such as solar and wind energy that do not emit climate-altering greenhouse gases. Complying with state goals and mandates requires a coordinated effort from all local governmental entities.
- (g) **WHEREAS**, the necessity for additional and improved public facilities and services, stimulation of public and private economic development activities, initiating new and more effective financial assistance procedures and mechanisms as required for further public and private economic development programs and projects, presents problems which cannot be adequately met by individual public agencies in this area; and
- (h) **WHEREAS**, the COUNTY, CITY and DISTRICT, have heretofore formally created the TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY and have appointed two representatives from each such public agency to serve as the GOVERNING BOARD of said TRI-AGENCY; and
- (i) **WHEREAS**, the parties hereto recognize that the exigencies of the economic problems in this area and within their respective jurisdictions require that the COUNTY, CITY and DISTRICT unify and coordinate their efforts in solving said economic problems by entering into this Agreement to provide for the joint exercise of their said powers in implementing this area's economic development goals.
- (j) **WHEREAS**, such a Joint Powers Agreement is authorized by the provisions of Title I, Division 7, Chapter 5 (commencing with section 6500) of the Government Code of the State of California which authorizes the joint exercise by agreement of two or more public agencies of any power common to them;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**ARTICLE I**

**DEFINITIONS**

**SECTION 1.01. GENERAL.** Unless the context otherwise requires, the words and terms defined in this ARTICLE shall, for the purposes hereof, have the meanings herein specified.

**SECTION 1.02. ACT.** ACT means Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.

**SECTION 1.03. ADMINISTRATIVE EXPENSE.** Administrative expense means those sums of money required to be expended by the AUTHORITY from an administrative expense fund to be established and maintained by the AUTHORITY to finance those costs of administering this Agreement and for carrying out the powers and functions authorized in this Agreement.

**SECTION 1.04. AUTHORITY,** AUTHORITY means the TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY created pursuant to this Agreement.

**SECTION 1.05. FISCAL YEAR.** Fiscal year means the period from July 1 to and including the following June 30.

**SECTION 1.06. GOVERNING BOARD.** GOVERNING BOARD means the GOVERNING BOARD of the AUTHORITY established pursuant to this Agreement.

**SECTION 1.07. STATE.** State means the state of California.

**ARTICLE II**

**PURPOSE**

**SECTION 2.01. PURPOSE** It is the purpose of the AUTHORITY to provide a united, coordinated, orderly, positive and more effective means for implementing and carrying into execution the various economic development plans and programs of the Members. The AUTHORITY will effectively implement, coordinate and administer general economic development programs for the County of Del Norte, State of California, including the City of Crescent City and the Crescent City Harbor District, in accordance with local, state and federal laws. General economic development programs shall include but are not limited to, public works projects, projects which raise the economic and educational levels of the residents of Del Norte County, projects which provide jobs, and projects which assist industrial development.

### ARTICLE III

#### FORMATION AND ORGANIZATION

SECTION 3.01 CREATION OF AUTHORITY. Pursuant to the ACT, there is hereby created a public entity to be known as the "TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY", herein called "AUTHORITY". The AUTHORITY is a public entity separate and apart from COUNTY, CITY and DISTRICT and shall administer this Agreement, subject only to the restrictions that the City of Crescent City would have if it were administering and executing this Agreement, and any other express limitation set forth in this agreement.

SECTION 3.02 GOVERNING BOARD the AUTHORITY shall be administered by a GOVERNING BOARD of six (6) members and three (3) alternates. Two (2) members and one (1) alternate member shall be appointed by the City council of CITY from its Council two (2) members and one (1) alternate member shall be appointed by the Board of Supervisors of COUNTY from its Board; and two (2) members and one (1) alternate member shall be appointed by the Board of Harbor Commissioners of DISTRICT from its Board. Alternates shall have voting powers only if one or more of its members from the same jurisdiction are absent. The GOVERNING BOARD shall be called the "GOVERNING BOARD OF THE TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY". All voting power of the AUTHORITY shall reside in the GOVERNING BOARD.

Each member of the GOVERNING BOARD shall serve at the pleasure of the authority that appointed that member. Each member shall cease to be a member of the GOVERNING BOARD when such member ceases to hold office on the governing body of the authority that appointed that member. Vacancies on the GOVERNING BOARD shall be filled by the respective appointing parties. Any member of the GOVERNING BOARD of the AUTHORITY may be removed at any time in the same manner as that member was appointed.

- A. No person while serving as a member of the GOVERNING BOARD of the AUTHORITY shall be eligible to be appointed to any other salaried office or employment in the service of the AUTHORITY nor shall that member become eligible for such appointment within one year after that member has ceased to be a member of the GOVERNING BOARD of the AUTHORITY.
- B. The members of the GOVERNING BOARD of the AUTHORITY shall be compensated for time spent and reimbursed for reasonable and necessary expenses incurred in the performance of their duties as provided in the bylaws.

SECTION 3.03. REGULAR MEETINGS. The GOVERNING BOARD shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held once each month. The date, hour and place of the holding of regular meetings shall be fixed by resolution

of the GOVERNING BOARD, and a copy of such resolution shall be filed with each party hereto.

SECTION 3.04. RALPH M. BROWN ACT. All meetings of the GOVERNING BOARD, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the RALPH M. BROWN ACT (commencing with Section 54950 of the Government Code of the State of California).

SECTION 3.05. MINUTES. The Secretary of the AUTHORITY shall cause to be kept minutes of the meetings of the GOVERNING BOARD and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the GOVERNING BOARD.

SECTION 3.06. QUORUM. Four (4) members of the GOVERNING BOARD shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn, from time to time; provided that both of the following shall occur for the approval of any action of the GOVERNING BOARD: (a) the affirmative vote of at least four (4) members of the GOVERNING BOARD and (b) that there is at least one (1) vote on the prevailing side from each of CITY, COUNTY, and DISTRICT.

SECTION 3.07. RULES. The GOVERNING BOARD of the AUTHORITY may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

SECTION 3.08. OFFICE. The GOVERNING BOARD of the AUTHORITY may establish and maintain an office within the area as it deems will best facilitate the accomplishment of the objectives and purposes of the AUTHORITY.

SECTION 3.09. BOUNDARIES. The TRI-AGENCY ECONOMIC DEVELOPMENT AUTHORITY shall encompass all of the territory within the geographical boundaries of DEL NORTE COUNTY, California.

SECTION 3.10. AUTHORITY OF PARTIES TO AGREEMENT. The delegation of certain powers to the AUTHORITY shall not affect or diminish the authority of any of the parties to this agreement. Each party to this agreement shall have and retain the authority, within a reasonable time after notice, to determine if the proposed project is in compliance with all rules, regulations, permits and standards within its jurisdiction as would apply to any other project.

**ARTICLE IV**  
**OFFICERS AND EMPLOYEES**

**SECTION 4.01. CHAIRMAN, VICE-CHAIRMAN AND SECRETARY.** The GOVERNING BOARD shall elect a Chairman and Vice-Chairman and shall appoint a secretary who may, but need not, be a member of the GOVERNING BOARD. The officers shall perform the duties normal to said offices; and

- A. The Chairperson shall sign all contracts on behalf of the AUTHORITY and perform such other duties as may be imposed by the GOVERNING BOARD;
- B. The Vice-Chairperson shall act, sign contracts, and perform all of the Chairperson's duties in the absence of the Chairperson; and
- C. The Secretary shall countersign all contracts on behalf of the AUTHORITY, perform such other duties as may be imposed by the GOVERNING BOARD, and keep minutes of all meetings and cause a copy of the minutes to be forwarded to each of the members of the GOVERNING BOARD and to COUNTY, CITY and DISTRICT.

**SECTION 4.02. DESIGNATION OF TREASURER.** The Del Norte County Treasurer shall serve as the Treasurer for the AUTHORITY pursuant to Government Code Section 6505.5.

**SECTION 4.03. LEGAL ADVISOR.** Del Norte County Counsel shall serve as legal advisor to the AUTHORITY, and all time and expenses of such representation shall be considered a contribution from the COUNTY. The AUTHORITY may hire such additional counsel as required and shall bear the cost out of its own operating funds.

**SECTION 4.04. OTHER EMPLOYEES.** The GOVERNING BOARD shall have the power to appoint and employ such other officers, employees, consultants, advisors and independent contractors as may be necessary for the purposes hereof.

**SECTION 4.05. COMPENSATION.** The GOVERNING BODY shall determine the compensation of, and pay from AUTHORITY funds (including payment from funds which the AUTHORITY may receive from time to time in the form of federal and state grants) the salaries, wages, fees and other compensation of such planning, engineering, legal financial, or other technical and professional personnel, consultants, and other employees of the AUTHORITY.

**SECTION 4.06. NON-CIVIL SERVICE.** Nothing herein contained shall be construed as making the AUTHORITY a department of the COUNTY, CITY or DISTRICT or as placing any of the officers, counsel, personnel, or employees of the AUTHORITY under any form of

Civil Service or merit system or under any other form of specially protected employment right or status.

## ARTICLE V

### POWERS

SECTION 5.01. GENERAL POWERS. The AUTHORITY created by this Agreement shall exercise its general powers relating to economic development.

As provided in the ACT, the AUTHORITY shall be a public entity separate from the parties hereto. The AUTHORITY shall have the power to administer, carry out and implement the stated purposes of the AUTHORITY, including, but not limited to, the power to finance, acquire, construct, lease, operate and maintain project structures, buildings and facilities; all subject to the provisions of this Agreement.

SECTION 5.02. REVENUE BONDS. The AUTHORITY, as a separate public entity, shall have the power to issue revenue bonds pursuant to the laws of the State of California as the same now reads or may be hereafter amended, and to provide for the repayment thereof. The AUTHORITY shall also have all the powers provided for in Article 2 of the ACT (commencing with Government Code Section 6540), as said ACT now reads or may be hereafter amended.

SECTION 5.03. SPECIFIC POWERS. The AUTHORITY is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers for the purposes of this Agreement including, but not limited to, any or all of the following:

- A. To make and enter into contracts;
- B. To employ agents, employees, consultants, and independent contractors;
- C. To acquire, construct, manage, maintain or operate any buildings, works, or improvements;
- D. To acquire, hold or dispose of real and personal property, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise;
- E. To sue and be sued in its own name, except as otherwise provided by law. The exercise by the AUTHORITY of the power to sue or be sued in its own name shall be subject to the restrictions on the exercise of such power applicable to CITY.

An action to determine the validity of any Contract may be brought pursuant to Chapter 9 (commencing with section 860), Title 10, Part 2 of the Code of Civil Procedure of the State of California.

- F. To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of COUNTY, CITY or DISTRICT;
- G. To apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States of America or of the State of California, or from any other public agency or from other sources, public or private, and expend such funds for the purposes set forth in this Agreement;
- H. To delegate portions of its functions to an advisory body or administrative entity for the purposes of program development or program implementation; provided, however, that any annual budget of the agency to which the delegation is made must be approved by the GOVERNING BOARD of the AUTHORITY.
- I. To invest any money in the treasury, pursuant to Section 6505.5 of the ACT, that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to California Government Code Section 53600, et seq., as hereafter modified and supplanted;
- J. To carry out and enforce all the provisions of this Agreement;
- K. To contract for and obtain insurance against any insurable risk reasonably anticipated to result from the exercise of any powers or functions of the AUTHORITY or the performance of any duties by the officers and employees of the AUTHORITY;
- L. To make, adopt, amend, and repeal its bylaws, rules, resolutions, and procedural regulations not inconsistent with, and to carry into effect, the powers granted in and purposes of this Agreement;
- M. To perform such duties and functions as may be necessary or appropriate for the administration and coordination of federal or state assisted economic planning and development programs and projects within the geographical boundaries of Del Norte County, California;
- N. To do any perform any and all acts necessary to participate in federal or state assisted economic development projects within the jurisdictional boundaries of the AUTHORITY, including, without limitation, applying for, accepting and administering grants or other financial assistance from the federal government, the state, or other public agencies, or from any other sources, public or private, for such economic development projects; to use and expend such funds for any of the purposes as described or referred to in this Agreement; and to enter into and carry out contracts or agreements in connection therewith which are not inconsistent with the purposes and powers of the AUTHORITY as set forth in this Agreement; and

O. To adopt a seal and alter it at its pleasure.

P. To establish appropriate operating committees and special advisory commissions to assist the AUTHORITY in carrying out the purposes of this Agreement as set forth in ARTICLE II and to assist the AUTHORITY in implementing economic development projects and programs to improve the quality of life in the area.

SECTION 5.04. RESTRICTIONS ON POWERS. The following specific restrictions on the powers and functions of the AUTHORITY shall apply and be observed by the AUTHORITY:

- A. The AUTHORITY shall have no taxing powers.
- B. The AUTHORITY shall not interfere in the internal affairs of a member entity.
- C. The AUTHORITY shall have no veto power over grant applications submitted to State or federal agencies by a member entity.
- D. The AUTHORITY shall not operate any form of lending program, including, but not limited to, revolving loan programs, intermediate relending programs, or any other program which requires the AUTHORITY to borrow or otherwise obligate itself for the purpose of directly financing community businesses.

SECTION 5.05. CLAIMS. All claims and actions for money or damages against the AUTHORITY and its officers and employees are governed by Division 3.6 (commencing with Section 810) of Title I of the Government Code of the State of California. The AUTHORITY shall be deemed a "public entity" within the meaning of Section 811.2 of Division 3.6 of Title I of said Government Code.

SECTION 5.06. INTERESTS IN CONTRACTS. The provisions of Article 4 (commencing with Section 1090), and Article 4,5 (commencing with Section 1100), Chapter 1, Division 4, Title 1 of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of the AUTHORITY.

SECTION 5.07. ENFORCEMENT BY AUTHORITY. The AUTHORITY is hereby authorized to take any or all legal actions necessary and permitted by law to enforce this Agreement.

## ARTICLE VI

### METHOD OF PROCEDURE

SECTION 6.01. ASSUMPTION OF RESPONSIBILITIES. Upon completion of the initial organization of the GOVERNING BOARD and the appointment of the Secretary and Legal Advisor, the AUTHORITY shall proceed to carry out its duties and responsibilities as set forth in this Agreement.

SECTION 6.02. PRIOR APPROVAL OF GOVERNING BODY FOR CONSTRUCTION OF IMPROVEMENTS. Prior to the commencement of any action, including action to secure funding, associated with an economic development project which would involve the construction of improvements, the AUTHORITY shall first obtain approval from the governing body of the jurisdiction in which the improvement is proposed to be located.

SECTION 6.03. FINANCING ACTIVITIES PRECEDING CONSTRUCTION.

The AUTHORITY shall secure funds or a firm commitment of funds adequate to finance the activities necessary to be carried out prior to the award of a contract for the construction of any public project or other economic development project, which includes, but is not limited to, the preparation of construction plans and specifications, and the acquisition of permits, rights-of-way and land necessary for the construction. The AUTHORITY shall secure such funds through federal and state grants, the issuance of bonds, advances from the parties hereto, or by any combination thereof.

SECTION 6.04. ACTIVITIES PRECEDING CONSTRUCTION. Upon securing funds (or a firm commitment of funds) deemed adequate by the GOVERNING BOARD to finance the cost of the activities necessary to be carried out prior to the award of a contract for the construction of any public project or other economic development project, the AUTHORITY shall proceed to contract with one or more engineering and/or architectural firms for the preparation of construction plans and specifications, to acquire said necessary permits, rights-of-way and land, and to carry out all other activities which are necessarily to be performed prior to the award of a contract for the construction of any public works or other economic development project .

Nothing contained in this Agreement shall be construed as limiting or restricting the timing or procedure to be followed by the AUTHORITY in obtaining financing required for implementation of any project, if some other or different procedure or timing is required by any federal or state agency providing financial assistance to the AUTHORITY.

SECTION 6.05. PROJECT FINANCING. Prior to, or upon completion of the preparation of construction plans and specifications, the AUTHORITY shall secure funds (or a firm commitment of funds) adequate to finance the cost of constructing the development project. The AUTHORITY shall secure such funds or firm commitment of such funds through federal and state grants and from the issuance of revenue bonds and from other available sources. Said funds shall be adequate, with the proceeds of prior bond issues, if any, to finance the entire cost of that portion of the public project for which said plans and specifications have been completed, including, but not limited to, the costs of repaying advances made to the AUTHORITY by the parties hereto and for which repayment was a condition of such advance, the cost of all activities necessarily carried out by the AUTHORITY prior to the award of a contract for the construction, Interest expenses estimated to accrue prior to the completion of construction, and the estimated cost of the construction and all costs incidental thereto.

SECTION 6.06. CONSTRUCTION. Upon securing funds (or a firm commitment of funds) deemed adequate by the GOVERNING BOARD to finance the entire cost of constructing any economic development project, the AUTHORITY shall proceed to contract with one or more firms for the construction of each such economic development project .

SECTION 6.07. OPERATION MAINTENANCE. Upon completion of construction of each public portion of PROJECT INDEPENDENCE, the STRATEGIC PLAN or other economic development project and final acceptance thereof by the GOVERNING BOARD, the AUTHORITY may operate and maintain said public project, with its own personnel, by contract with one or more of the parties hereto, or by contract with a third party, as determined by the GOVERNING BOARD, or transfer the ownership, operation and maintenance to one of the parties hereto as may be most consistent with the powers and jurisdiction of such party. Provided, however, that no such transfer shall be made by the AUTHORITY in violation of any grant condition or regulation imposed by any federal or state agency that provided financial assistance for said project. However, AUTHORITY agrees to request approval and consent to make such transfer in those instances where It is deemed to be consistent with the long-range purpose and intent of this Agreement and where such transfer would be in the best public interest.

Notwithstanding the above, it is understood by all parties that the disposition of any and all completed projects is subject to approval by each party in whose jurisdiction the project is or was located.

## ARTICLE VII

### FINANCIAL PROVISIONS

SECTION 7.01. FISCAL YEAR. The fiscal year of the AUTHORITY shall be from July 1 of each year to and including June 30 of the following year.

SECTION 7.02. CONTRIBUTIONS. The Member agencies may contribute funds for the operation of the AUTHORITY. The expenditure of funds contributed to the AUTHORITY by the parties hereto shall be used only for ordinary administrative and operating expenses of the AUTHORITY and for payment of fees and costs incurred or to be incurred by the AUTHORITY in connection with the preparation, filing and processing of one or more applications for federal financial assistance required for the implementation of the economic development plan as referred to hereinabove in this Agreement.

SECTION 7.03. ADVANCES. In addition to the financial contributions required to be made by each party hereto as set forth In SECTION 7.02 above, each of the parties to this Agreement may advance to the AUTHORITY money in such sums as may be mutually agreed upon by such party and the GOVERNING BOARD of the AUTHORITY. An amount equal to all advances so made by each party, plus interest thereon at a rate to be mutually agreed upon by

the AUTHORITY and the party making such advance, shall be repaid by the AUTHORITY in cash. Repayment shall be made by the AUTHORITY at such time or times as the AUTHORITY and the party making such advance shall mutually agree at the time such advance is made.

SECTION 7 04. ANNUAL BUDGET.

A. The GOVERNING BOARD of the AUTHORITY shall, on or before March 1 of each year, prepare and submit to each party hereto a budget estimate of the expense of conducting the AUTHORITY for the ensuing year.

B. The budget estimate shall be in such form as the GOVERNING BOARD may prescribe using the guidelines of the California State Controller. The budget estimate shall contain a summary of the fiscal policy of the AUTHORITY for the budget year and shall include data showing the relation between the total proposed expenditures and the total anticipated income or other means of financing the budget for the ensuing year, contrasted with the corresponding data for the current year. The budget may be published with the County budget. The budget estimates may include unappropriated balance item to be available for appropriation in the ensuing fiscal year to meet contingencies other than contingencies resulting from temporary insufficiencies in the revenues of the AUTHORITY.

C. After submission of the budget estimate, the GOVERNING BOARD shall fix a time and a place for hearing by the GOVERNING BOARD thereon. The GOVERNING BOARD shall cause notice of such hearing to be published at least ten (10) days prior to the date set for hearing in a newspaper of general circulation in the area pursuant to Sections 6060 and 6061 of the Government Code of the State of California, and shall give mailed notice of such hearing to each party to this Agreement.

At the budget hearing the GOVERNING BOARD may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.

Upon the conclusion of the budget hearing and not later than May 1 of each year the GOVERNING BOARD shall approve the budget estimate as submitted to the parties hereto or as revised by the GOVERNING BOARD, and thereupon the same shall constitute the final budget for the ensuing fiscal year.

The several items of the final budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the final budget.

SECTION 7 .05. RECORDS AND ACCOUNTS. The AUTHORITY shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the AUTHORITY; said books of account shall be open to inspection at all times by any

representative of any of the parties hereto, or by any accountant or person authorized by any party hereto to inspect said books of account. The Treasurer shall, in accordance with Section 6505 of the ACT, cause the books of account and other financial records of the AUTHORITY to be audited annually.

### **ARTICLE VIII - TERMINATION**

**SECTION 8.01. TERM.** This Agreement shall be dated and effective the date of its last execution by the governing boards of the parties and shall continue until rescinded or terminated as provided herein.

**SECTION 8.02. UNILATERAL WITHDRAWAL.** The Agreement between the parties shall remain in effect as to any party, unless and until it is terminated as to such party by notice in writing to all other parties given by withdrawing party at least one hundred eighty (180) days in advance of the effective date of such termination; provided that such termination by and as to any party shall not terminate this Agreement as to the remaining parties or the existence of the AUTHORITY herein created. The jurisdiction of AUTHORITY over the territorial area of the withdrawing party shall be extinguished upon the effective date of said withdrawal. The debts, liabilities and assets of AUTHORITY shall remain the property and obligation of AUTHORITY and the withdrawing party shall have no interest in, nor obligation relating to, AUTHORITY assets and liabilities. No withdrawal shall be effective until the withdrawing party has paid all contributions to AUTHORITY that said withdrawing party has legally and nonrevocable committed.

**SECTION 8.03. MUTUAL TERMINATION.** Should all the governing boards of the parties agree to dissolution of the AUTHORITY as a legal entity, all debts of and advances of AUTHORITY shall be paid, and then the property of AUTHORITY, whether real or personal, shall be divided among and distributed to all of the parties who at any time during the existence of AUTHORITY were parties to this Agreement in proportion to the costs borne by each such party to the AUTHORITY during its legal existence by unreimbursed contributions made pursuant to this Agreement.

### **ARTICLE IX - MISCELLANEOUS PROVISIONS**

**SECTION 9.01. NOTICES.** Notices hereunder shall be sufficient if delivered to:

COUNTY - COUNTY ADMINISTRATIVE OFFICER  
981 H Street, Suite 210  
Crescent City, CA 95531

CITY - OFFICE OF THE CITY MANAGER  
CITY OF CRESCENT CITY 377 J Street  
Crescent City, California 95531

DISTRICT - OFFICE OF THE HARBORMASTER  
CRESCENT CITY HARBOR DISTRICT 101 Citizens Dock Road  
Crescent City, California 95531

SECTION 9.02. AMENDMENT OF AGREEMENT. This Agreement may be amended by an agreement approved by all of the entities hereto. Approval of the GOVERNING BOARD of the AUTHORITY shall not be required for amendment of this Agreement.

SECTION 9.03. PARTIAL INVALIDITY. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 9.04. HEADINGS. The section headings in this Agreement are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

SECTION 9.05. CONSENT. Whenever In this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 9.06 LAW GOVERNING. This Agreement is made in the State of California under the constitution and laws of such State and is to be so construed.

SECTION 9.07 SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year written above.

ATTEST:

COUNTY OF DEL NORTE

\_\_\_\_\_

Supervisor Wilson

\_\_\_\_\_  
Supervisor Howard

ATTEST:

CITY OF CRESCENT CITY

\_\_\_\_\_  
Councilman Greenough

\_\_\_\_\_  
Councilman Inscore

ATTEST:

CRESCENTY CITY HARBOR DISTRICT

\_\_\_\_\_  
Commissioner White

\_\_\_\_\_  
Commissioner Stone

**BUDGET**  
**FISCAL YEAR 2023/2024**

<u>Line Item</u>	<u>Description</u>	<u>Proposed Budget</u>
<b>REVENUE:</b>		
9XXXX	Interest	\$0.00
9XXXX	Contributions (Del Norte County)	\$70,000.00
9XXXX	Contributions (City of Crescent City)	\$30,000.00
9XXXX	Contributions (Harbor District)	\$10,000.00
9XXXX	Miscellaneous Revenue/Reimbursements	\$0.00
<b>Total Revenue:</b>		<b>\$110,000.00</b>
<b>EXPENDITURES:</b>		
Salaries and Benefits		
1XXXX	Payroll	\$0.00
1XXXX	Payroll Taxes	\$0.00
1XXXX	Retirement	\$0.00
1XXXX	Employee Benefits	\$0.00
1XXXX	Employee Life Insurance	\$0.00
1XXXX	Workers Compensation	\$0.00
<b>Total Salaries and Benefits:</b>		<b>\$0.00</b>
Services and Supplies		
2XXXX	Communications	\$500.00
2XXXX	Liability Insurance	\$1,000.00
2XXXX	Property Insurance	\$0.00
2XXXX	Maintenance - Office Equipment	\$0.00
2XXXX	Maintenance - Vehicle	\$0.00
2XXXX	Printing	\$500.00
2XXXX	Postage	\$100.00
2XXXX	Office Supplies	\$100.00
2XXXX	Memberships	\$0.00
2XXXX	Professional Services	\$106,300.00
2XXXX	Rents/Leases	\$0.00
2XXXX	Minor Equipment	\$0.00
2XXXX	Audit Services	\$1,500.00
2XXXX	Travel/Training	\$0.00
2XXXX	Vehicle Fuel	\$0.00
2XXXX	Utilities	\$0.00
<b>Total Operating Expenses:</b>		<b>\$110,000.00</b>
Other Charges		
3XXXX	Loan Repayment (yearly until paid)	\$0.00
3XXXX	Department Allotment	\$0.00
<b>Total Non- Operating Expenses:</b>		<b>\$0.00</b>
Revenue Over (Under)		\$0.00

# Tri Agency Work Plan Spring 2023

The following work plan of the Tri-Agency Economic Development Authority (the “Tri-Agency”) is focused on the Del Norte Comprehensive Economic Development Strategy (CEDS), the Crescent City Economic Development Strategic Action Plan (CCEDSAP), the Crescent City Harbor Strategic Plan (CCHDSP), and Community Economic Resiliency Fund (CERF) Pilot Program with funding to be initiated during the 2023/24 fiscal year. In partnership with the University of California Cooperative Extension, Economic Development position hired for Del Norte, Trinity and Humboldt Counties, the Agency and staff to be hired will work cooperatively to implement goals of the CEDS, CCEDSAP, CCHDSP and CERF Program to continue the positive momentum needed so all businesses and community succeed.

## Del Norte Economic Development Vision

The Del Norte economic vision for over ten years has been.

**“To develop a sustainable economic base by retaining, expanding and attracting new business by balancing the needs of both the business and residential communities while considering the effects of economic development on the environment of our unique redwoods and coastal community.”** (CEDS, 41)

The TEAMS acronym provides categories for economic development and the CEDS provides specific goals outlined below to reach them. (CEDS 41) Research into maximizing Del Norte's value from OFWs would support many of these goals.

- **T: Transportation, Technology, Tourism**
- **E: Education, Environment**
- **A: Agriculture, including Forestry and Fishing**
- **M: Manufacturing, Medicine**
- **S: Small Business and Sovereign Nation (DNATL) Success** (CEDS 41)

**Goal 1:** Diversify the regional economy to include technology-based firms, light manufacturing and health care enterprises that provide living wages to local workers.

**Goal 2:** Promote successful tourism industry expansion.

**Goal 3:** Support expansion of sustainable agricultural, forestry and fishery products. **Goal 4:** Invest in improving and maintaining a comprehensive transportation network that meets the needs of local industry, commuters and visitors.

**Goal 5:** Enhance education, workforce training, housing and healthy lifestyle opportunities in the County to support existing residents and businesses as well as the workforce of the future.

**Goal 6:** Create a thriving small business environment which fosters entrepreneurship and innovation. (CEDS 41)

### **Staffing needs (Priority 1)**

As budgeted, the Tri-Agency will hire an Economic Development Director to help implement the agencies Workplan. The Tri-Agency efforts and handle day to day activities and meeting logistics. Funding for this position could come from the CERF Pilot Program funds if Del Norte is awarded funds from this grant. A full-time staffer to conduct economic development research and community outreach is critical to success. Some meeting logistical duties that this position would cover will ensure Brown Act compliance and communication with the community. Recipes 1B and 1C of the Crescent City Economic Development Strategic Action Plan (CCEDSAP) call for a city economic development coordinator position and an economic development council which are roles this position and Tri-Agency can fill. Revitalizing Tri Agency is recipe 1P in the CCEDSAP and this road has already been started down with the resolving of the USDA debt.

Tri Agency will hire a grant writer to use grant opportunities open to the Tri-Agency. Funding for this position could come from the CERF Pilot Program funds if Del Norte is awarded funds from this grant. As a JPA with the City Harbor and County Tri Agency can apply for a wide variety of grants which makes it an obviously centralized point to route applications through. Grant writing is a complicated process and the greatest odds of success tend to come with professional grant writers. Grant funding opportunities were listed as by the CEDS SWOT analysis as a key opportunity and this position will support realizing that opportunity. (CEDS 37)

Tri Agency should hire a research assistant to aid the above positions, specifically on wind energy. Funding for this position could come from the CERF Pilot Program funds if Del Norte is awarded funds from this grant. Given the close relationship of Tri Agency with UC Cooperative Extension they would a natural choice for a research assistant. This position will be critical for boots on the ground work and data analysis to support tri agency work.

### **Wind Energy Research Needs and Justification (Priority 2)**

Leases for offshore floating wind farms (OFWs) have been sold in Humboldt and Morrow Bay totaling over \$750. Studies show that Del Norte has some of the fastest sustained offshore wind, and our harbor makes us even more attractive to offshore wind developers. (Schatz)

Strong justification for Tri-Agency advancing our wind power knowledge can be found in the Comprehensive Economic Development Strategy (CEDS) and CCEDSAP. Using the SWOT

analysis shows that wind energy leverages assets of the community and addresses liabilities. Our Strengths of port and airport make us attractive for long term O&M jobs, there is potential for living wage job creation addressing a weakness in the community and OFWs leverage the opportunity for more green energy production. (CEDS, 3-4) Finally OFWs help mitigate downsides to fishermen with 1-time payments to the fleet and bring the possibility of helping reverse the trend of falling income levels. (CEDS, 5)

The CEDS states “economic diversification should be a key objective for Del Norte County.” (CEDS, 39) OFWs would add an industry cluster outside of the main clusters identified in the CEDS to diversify our local economy. OFWs also have the possibility to diversify our power source if cables are landed here.

Wind energy contributes to a sustainable economic base because of its long timescale and possibility for long term O&M jobs and ongoing payments for land leases or landing fees. As a green energy project being constructed almost certainly out of view of the shore this project preserves our environment and viewshed.

Using the TEAMS acronym OFWs support the T with increases in local Technical capacity and E with CBA money going toward career Education and Environment as it would provide vast amounts of green energy. (CEDS, 41)

OFWs directly address goal 1.2- leverage resources to create green energy production. (CEDS 42) While not directly addressing goal 3.4 and 4.5-complete the harbor sea wall and improve harbor facilities OFWs could provide landing fees and lease payments to the harbor to allow them to pay for more improvements.(CEDS, 44) Potential CBA benefits are aimed at technical and vocational education addressing goal 5.1 and 5.2- development and expansion of technical training in k-12 and adult education settings.(CEDS, 45)

### **Wind Energy Focus Areas**

Del Norte County and its citizens have various ways of benefiting from this project, firstly community benefit agreements (CBAs). These are agreements between the developer and the community, currently a CBA of 30% of the lease price with specific allocations is being enforced and BOEM but anything above that and details on allocation are up for negotiation with no assurances from BOEM. CBA negotiation strategy and CBA structure are key areas for Tri-Agency to better understand and research to get ahead of the curve on.

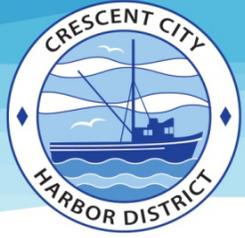
Transmission and landing will be important areas for Tri-Agency to study to get the most benefit for Del Norte and to facilitate easy installation. With legal and physical restrictions on

most transmission corridors this agency has an opportunity to influence where transmission will be directed. There is possibility for landing fees or discounted power which could provide ongoing benefits for Del Norte.

An overarching economic impact analysis of wind energy on Del Norte would be a research project of great undertaking but could have very useful results. The better we can quantify the impacts of wind power the more efficiently we can direct our efforts to the highest impact causes. A study of what industries, for how long and how great an impact wind power will have on the local economy can shape how we negotiate with wind developers and help show wind powers value to the local community.

#### Works Cites

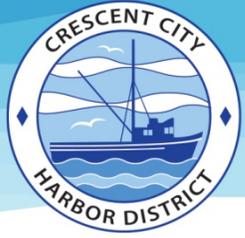
Schatz - Del Norte County Offshore Wind Preliminary Feasibility Assessment Final Report  
May 2021 <https://tethys.pnnl.gov/sites/default/files/publications/Del-Norte-County-Offshore-Wind-Preliminary-Feasibility-Assessment.pdf>



## **4. Unfinished Business**

### **b. Beneficial Use Permit Update**

***Public Comment?***



## **4. Unfinished Business**

### **c. Crescent City Harbor Police Department Update**

***Public Comment?***

# Harbor Police

## Background, Benefits, & Future Goals

June 20, 2023



### STAFF REPORT

**Background:** The CCHD Ordinance Code establishes the Harbormaster as the District’s chief law enforcement authority. Furthermore, the Code provides that the Harbormaster may appoint individual peace officers or an entire law enforcement agency to enforce laws within the District. (CCHD Ord. No. 17-1983, 18-1983, 21-1986, 35-2009, & 50-2021 §§ 3.020-030) (Harb. & Nav. Code § 663.5) (Cal. Penal Code §§ 830.33(b) & 836) However, anyone representing themselves as a “peace officer” must also be certified by the California Commission on Peace Officer Standards and Training (POST). (11 Cal. Code of Reg. § 1202)

The Harbormaster may also appoint civilians (individuals who are not certified by POST, and therefore not “peace officers”) to perform limited law enforcement functions. (Ord. No. 50-2021 § 3.020) Historically, the Harbormaster has primarily appointed civilians who serve as limited-function Harbor Patrol officers (formerly referred to as “security officers”). In practice, Harbor Patrol officers have primarily observed, surveilled, and reported criminal activity to the Del Norte County Sheriff’s Office (which has concurrent jurisdiction within the District), and Harbor officers have rarely taken direct action to stop criminal activity. Nonetheless, in exigent circumstances, civilian Harbor officers have the same arrest authority as private persons who may effect a “citizen’s arrest.”

**Current Challenges:** Harbor Patrol incident logs have documented a growing level of frustration among the public with recurrent crimes that are less serious in nature, but still very impactful and exasperating for the public. Because they are considered less serious, these crimes typically cannot be given prompt attention by the Sheriff’s Office. The most common occurrences are simple violations such as reckless driving, illegal parking, illegal dumping, and failing to pay required Harbor fees. Property crimes such as theft and vandalism have also been increasing according to Harbor Patrol logs.

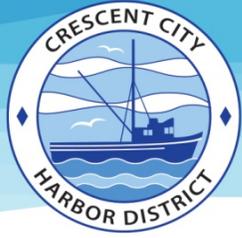
Although these crimes are considered less serious, they have a major impact on victims. Furthermore, their frequent recurrence has steadily drained the finances of the Harbor and its small business tenants. Losses occur not only from the direct impacts of the crimes, but also from secondary effects, such as decreased tourism, and decreased capital investments from developers who become disinclined. These hidden costs are a major reason why expenditures to increase Harbor law enforcement capabilities would be fiscally prudent on the balance.

In 2019, the Harbor analyzed potential approaches to increase law enforcement capabilities. Outside security contractors were considered, but ruled out due to their high cost and reduced accountability to the public. An attractive option was to enhance enforcement through the professionalization of the existing Harbor Patrol, by having officers obtain POST certification. This approach held the promise of improving the level of service provided to the public, while also reducing the liability risk to the Harbor. Certified peace officers are better trained in de-escalation tactics and methods of safe arrest, and are afforded special immunity protections under the law, reducing liability. With these considerations in mind, the certification effort began slowly in 2019, and gained momentum in 2022 once several employees satisfied the minimum POST certification requirements.

At this time, certified Harbor peace officers are not yet taking enforcement action above the level of civilian Harbor Patrol officers. This means primarily observing and reporting criminal activity, as opposed to intervening. Training is ongoing, as Harbor peace officers continue to work through curriculum developed by POST. Training is being supervised by POST certified field training officers, including former Sheriff’s deputies with decades of experience. Harbor peace officers will not be permitted to exercise their full authority until they have accumulated a minimum of 820 hours of classroom and physical tactics training, and 14 weeks of field training. Additional maritime search and rescue training will help to address the deficit that emerged following the permanent closure of the local Coast Guard station.

**Future Directions:** It is the intention of CCHD to follow the example provided by many small harbors throughout California, such as Santa Barbara, Ventura, Santa Cruz, and Port San Luis, that operate limited-function Harbor Police Departments, placing a strong emphasis on boating safety, search and rescue, community engagement, and maritime law enforcement. The goal is to fill in gaps left by other law enforcement agencies, and to avoid being duplicative of those agencies. This often means addressing less serious crimes that cannot receive the full attention of other law enforcement agencies, or addressing maritime incidents that require the specialized abilities of Harbor officers.

CCHD is now well positioned to receive federal and state grant funding to support the advancement of its public safety mission. This is how the Santa Cruz Harbor Patrol, and many others, were able to obtain the equipment they needed to begin operations in earnest. Santa Cruz is now largely self-sustaining from new revenue that is a direct result of policing activities. Parking enforcement, citations, and annual grant funding offset virtually all of the policing expenses, while the public now benefits from an enhanced public safety presence and community outreach.



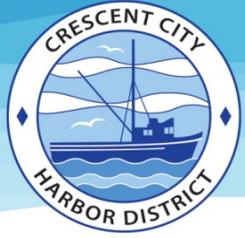
## **4. Communications and Reports**

### **a. CEO/Harbormaster Report**

Notices have been sent to crab pot space renters regarding long term pot storage. We will not be allowing year round storage in the parking spaces. As per past rules pot storage will be allowed for 30 days beyond the close of crab season in paid and authorized spaces.

Dock gate installation has begun. The new gates have required some adjustment to fit properly but Rich Salvaressa and his team have done a beautiful job installing them. There are a couple of changes that are necessary. The work dock ramp gate would restrict some of the fishing boat operations. We have identified a new location on the dock for the gate restricting access to A dock boats. At this time the gates are unlocked and we will be setting up the fob system for access.

Water Safety day was a rousing success. Hundreds of 5th grade students watched demonstrations of safety and enforcement equipment. Thank you to Enrique Ortega and Becky Barlow for all of your hard work in running another perfect learning opportunity for our community.



## 4. Communications and Reports

### a. **CEO/Harbormaster Report** *(continued)*

Also a huge success was the 2nd Annual Children's Business Fair. Thank You Annie Nehmer for organizing the event.

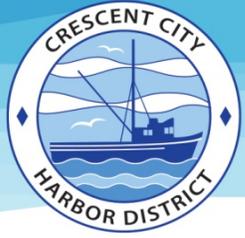
I will be presenting about the projects that we are working on in the harbor and our Economic Development plans at the Del Norte Economic Development Summit at Lucky 7 Casino on Friday the 19th.



## **4. Communications and Reports**

### **b. Ad Hoc Committee Reports (as needed)**

***Public Comment?***



## **4. Communications and Reports**

### **c. Harbor Commissioner Reports**

**(1) Commissioner Gerhard Weber**

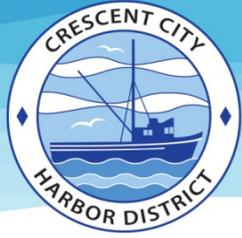
**(2) Commissioner Rick Shepherd**

**(3) Commissioner Brian Stone**

**(4) Secretary Harry Adams**

**(5) President Wes White**

***Public Comment?***



## **5. Adjourn to Closed Session**

### **a. CONFERENCE WITH LEGAL COUNSEL – ONGOING LITIGATION**

(Government Code section 54956.9(d)(2))

Ongoing Litigation: One case based on correspondence with Fashion Blacksmith regarding claim for damages

### **b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

(Government Code section 54956.9(d)(4))

Potential Initiation of Litigation: one potential case

### **c. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code section 54957(b)(1))

Title: CEO/Harbormaster

## **5. Closed Session (continued)**

### **d. CONFERENCE WITH LABOR NEGOTIATORS**

(Government Code section 54957.6)

Unrepresented Employee: CEO/Harbormaster

District's Designated Representative: Ruben Duran, General Counsel

## **6. Adjourn Closed Session**

## **7. Report out of Closed Session**

## **8. Consideration of Amendment to Employment Agreement with CEO/Harbormaster**

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for Tuesday, July 18, 2023, at 2 p.m. PDT. The Crescent City Harbor District complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132). Any person with a disability who requires modification in order to participate in a meeting should direct such request to (707) 464-6174 at least 48 hours before the meeting, if possible.*

