

Board of Harbor Commissioners

Crescent City Harbor District

October 14, 2026

Regular Harbor Commission Meeting



Regular Meeting

Board of Harbor Commissioners of the Crescent City Harbor District

Chair Rick Shepherd, Vice Chair John Evans
Commissioner Gerhard Weber, Commissioner Dan Schmidt, Commissioner Annie Nehmer

AGENDA

Date: Wednesday, October 14, 2026

Time: Open Session: 2:00 p.m.

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#



1. Preliminary Items

- a. Call to Order**
- b. Roll Call**
- c. Pledge of Allegiance**



1. Preliminary Items

d. General Public Comments

The general comment period is provided for subjects not included on the agenda but within the subject matter jurisdiction of the District. Each person is limited to a maximum of 3 minutes of speaking time. To maintain meeting decorum, Board members and staff should refrain from responding to statements or questions during this time, but may be available to follow-up with members of the public after the meeting.



2. Consent Calendar:

Consent Calendar items are considered routine and will be approved by one motion. The public, staff, or Commissioners may request specific items be removed from the Consent Calendar for separate consideration.

- a) Approve minutes of the September 30, 2026 Special Meeting**
- b) Approve Community System Solutions September invoices:
#13116-02 HMGP, #701261-03 PIDP 2022, and #701262-03 PIDP 2024**

Public Comment?

Special Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	September 30, 2026 2:00 p.m.



Board of Harbor Commissioners of the Crescent City Harbor District

MINUTES

Regular Session, Wednesday, September 30, 2026, at 2:00 P.M.

These minutes were prepared pursuant to Government Code Section 54953(c)(2) and CCHD Board Bylaws Section 7.15(a). These are "Action Minutes" that are limited to recording actions taken by the Board.

1) Roll Call. Commissioners Present: Schmidt, Evans, Weber, Nehmer, Shepherd

2) Consent Calendar:

- a) Approve minutes of the August 26, 2026 Regular Meeting***
 - b) Approve Kimley-Horn August invoice# 37087017***
 - c) Approve Mitchell Law Firm August invoice #12081***
 - d) Approve Community System Solutions August invoice #13116-01 HMGP***
 - e) Approve Community System Solutions August invoice #701261-02 PIDP 2022***
 - f) Approve Community System Solutions August invoice #701262-02 PIDP 2024***
- Commissioner Schmidt made a motion to approve consent calendar items (a) through (f) and Commissioner Weber seconded the motion. Item (g) was moved for separate discussion and approval at the request of Commissioner Schmidt.

ACTION TAKEN: MOTION PASSED (approve consent calendar items (a) through (f))

AYES: EVANS, SHEPHERD, SCHMIDT, NEHMER // NAYS: WEBER

ABSENT: NONE // ABSTAIN: NONE

g) Approve GHD invoice #380-0097247 (Structural Engineering Inspection)

After discussing item #4 on the agenda, the Board returned to the consent calendar item (g). Commissioner Shepherd made a motion to approve item (g) and Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD // NAYS: NONE

ABSENT: NONE // ABSTAIN: NONE

3) Consider report from GHD Engineering on marina repair options following the 2025 tsunami.

4) Consider structural condition assessment of CCHD buildings conducted by GHD Engineering.

5) Consider and adopt amendments to the Finance & Administration Policies and Procedures Manual.

Commissioner Shepherd made a motion to adopt amendments to the Finance & Administration Policies and Procedures Manual and Commissioner Weber seconded the motion.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SHEPHERD // **NAYS:** SCHMIDT, NEHMER

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

Subsequently, there was a motion for reconsideration, pursuant to Rosenberg's Rules of Order, to rescind the approval, and have the agenda item considered collectively with agenda items 6 and 7

ACTION TAKEN: MOTION PASSED

AYES: EVANS, NEHMER, SCHMIDT, SHEPHERD // **NAYS:** WEBER

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

6) Consider and adopt revised Agreement for Professional Services template.

Commissioner Shepherd made a motion to continue agenda items 5, 6, and 7 to the October 14, 2026 Board meeting, after District Counsel had a chance to review the documents associated with each agenda item and propose any necessary changes, taking into consideration an email sent from Commissioner Nehmer to Mr. Plotz on September 29, 2026, and any other changes Mr. Plotz felt was appropriate for grant compliance purposes. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, NEHMER, SCHMIDT, SHEPHERD // **NAYS:** WEBER

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

7) Consider and adopt revised Records Management Handbook and Retention Schedule.

(see previous agenda item: continued until the meeting to be held on October 14th, 2026 per agenda item #6 motion)

8) Consider and approve new public restroom location for Coastal Conservancy South Beach Restroom grant.

Continued to a future meeting.

9) Consider and approve Halloween Fun Run for October 31, 2026.

Commissioner Shepherd made a motion to approve the Halloween Fun Run. Commissioner Nehmer seconded the motion.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD // **NAYS:** NONE

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

10) Consider and approve Harbor of Lights Festival for November 28, 2026.

Commissioner Schmidt made a motion to approve the Harbor Lights Festival for 2026 with a \$20 power credit for each boat that participates and with a marketing budget not to exceed \$750, Commissioner Weber seconded the motion.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD // **NAYS:** NONE

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

11) Dredging Update.

12) Communications, Reports, and Directions to Staff

a. Harbor Commissioner & Committee Reports

b. CEO/Harbormaster Report

c. Financial Report

i. Statement Summary Report as of August 31, 2026

ii. Balance Sheet by Month

iii. Profit and Loss by Month

iv. Profit and Loss by Class

v. Budget to Actual Report

vi. Cash Flow Report for August 2026

vii. Consider Staff Report on Pending Financial Matters

viii. Review Initial Cash Flow Projection Report for FY26/27

ix. Approve decrease in restricted funds from \$181,000 to \$56,000

Commissioner Weber made a motion to approve decreasing the amount of restricted funds from \$181,000 to \$56,000 and Commissioner Shepherd seconded the motion.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SCHMIDT, SHEPHERD // **NAYS:** NEHMER

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

x. Approve Fashion Blacksmith Settlement Payment in the amount of \$100,000

Commissioner Shepherd made a motion to approve making a Fashion Blacksmith Settlement Payment in the amount of \$100,000 and Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

AYES: EVANS, WEBER, SCHMIDT, NEHMER, SHEPHERD // **NAYS:** NONE

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

13) MEETING ADJOURNMENT

Attested by:

Justin Hanks
Clerk of the Board



INVOICE 13116-02 - September 2026
Agreement: HMGP - Grant Management
Date: September 30, 2026

To: Crescent City Harbor District

Invoice Time Period: September 1, 2026 – September 30, 2026

For: Professional Services: CalOES/FEMA HMGP grant - DR-4482-641-65R

Scope of Work Performed: Grant Administration services

- Multiple calls and emails each week with Harbor CEO to review project opportunities and discuss current grant project elements.
- Prepared and submitted Letter of Intent to apply for the Boating Infrastructure Grant (BIG) Program, FY27 cycle, for the H Dock Repair project.
- Started work on Statewide Park Development and Community Revitalization Program Grant application. Multiple calls with Harbor CEO and RV park lease holder to identify items to include in grant application.
- Led CalOES grant compliance review.
 - Worked with Harbor staff to get all needed documents
 - Provided documents to the Cal OES compliance review team – multiple times
 - Created responses to CalOES questions
 - Worked on Compliance Report for CalOES; reviewed responses with Harbor CEO, reviewed responses with CalOES.
 - Updated CCHD Finance Policy, Services Agreement template, Record Retention Policy documents for CCHD Board to adopt in order to meet CalOES requests.
 - Prepared materials and presented at Harbor Board meeting.
- Prepared Grant Reimbursement Request 1 for submittal.
- Worked with Cal OES staff on additional invoices that could be submitted
- detailed invoice tracking documentation to input invoice information received from CCHD.

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916-827-0016

- Created project element tracking chart for ongoing and remaining grant elements to be performed.

Charges by categories: Labor

Staff Member	Hourly Rate	Hours	Amount
Mike Bahr	\$100	40	\$4,000
Benita Jangala	\$75	8	\$600
Trinket Glasgow	\$65	22	\$1,430
Sami Burns	\$55	22	\$1,210
TOTAL			\$7,240

Total Due this Invoice: \$7,240

Please Make Check Payable to Community System Solutions

When Check is ready, please call Mika McKenzie at 541-968-9886 to pick up the check.

Thank you! Mike Bahr, CEO, Community System Solutions

Communitysystemsolutions.com
916-827-0016



INVOICE 701261-03 - September 2026
Agreement: PIDP 2022 - Grant Management
Date: September 30, 2026

To: Crescent City Harbor District

Invoice Time Period: September 1, 2026 – September 30, 2026

For: Professional Services: MARAD FY 2022 PIDP Grant No. 693JF72344010

Scope of Work Performed: Grant Management Services

- Discussion with MARAD staff, update on project and grant performance elements.
- Training with MARAD staff on reimbursement requests, MARAD invoicing form, and MARAD reporting document.
- Registered CSS and Harbor team in MARAD/Delphi eInvoicing billing and reporting platform, completed the necessary Delphi training.
- Prepared Grant Reimbursement Request 1 for submittal.
- Updated PIDP expense/budget tracking document to track invoices, budget, and reimbursement requests
- Updated internal tracker to review contract amounts in tandem with invoices, to ensure correct allocation per project phase.
- Reviewed updated grant management tools and templates with Harbor CEO.
- Incorporated grant management and project reporting tools into K-H Project Management online platform.
- Refined PIDP Harbor staff time tracking sheet with built in billing line coding.
- Reviewed coordination of staff time with the tracking sheet, QuickBooks, and grant invoicing.
- Loaded project documents into K-H Project Management online platform.
- Reviewed drafts of CCHD policy updates to meet grant requirements with Harbor CEO
- Reviewed project documents with Construction design team, multiple calls
- Reviewed response to permit agencies regarding permit questions
- Reviewed kick off meeting agendas and invitees with Project Manager, multiple calls

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916-827-0016

- Scheduled and then reschedule project kick off meetings
- Multiple calls with Harbor CEO regarding project elements.

Charges by categories: Labor

Role	Staff Member	Hourly Rate	Hours	Amount
Project Team Lead	Mike Bahr	\$100	24	\$ 2,400
Grant Project Lead	Benita Jangala	\$75	6	\$ 450
Data Management	Trinket Glasgow	\$65	16	\$ 1,040
Operations Support	Sami Burns	\$55	20.25	\$ 1,114
TOTAL				\$ 5,004

Total Due this Invoice: \$5,004

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When Check is ready, please call Mika McKenzie at 541-968-9886 to pick up the check.

Thank you! Mike Bahr, CEO, Community System Solutions

Communitysystemsolutions.com
916-827-0016



INVOICE 701262-03 - September 2026
Agreement: PIDP 2024 - Grant Management
Date: September 30, 2026

To: Crescent City Harbor District

Invoice Time Period: September 1, 2026 – September 30, 2026

For: Professional Services: MARAD FY 2024 PIDP Grant No. 693JF72540013

Scope of Work Performed: Grant Management Services

- Discussion with MARAD staff, update on project and grant performance elements.
- Training with MARAD staff on reimbursement requests, MARAD invoicing form, and MARAD reporting document.
- Registered CSS and Harbor team in MARAD/Delphi eInvoicing billing and reporting platform, completed the necessary Delphi training.
- Prepared Grant Reimbursement Request 1 for submittal.
- Updated PIDP expense/budget tracking document to track invoices, budget, and reimbursement requests
- Updated internal tracker to review contract amounts in tandem with invoices, to ensure correct allocation per project phase.
- Reviewed updated grant management tools and templates with Harbor CEO.
- Incorporated grant management and project reporting tools into K-H Project Management online platform.
- Refined PIDP Harbor staff time tracking sheet with built in billing line coding.
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- Reviewed project documents with Construction design team, multiple calls
- Reviewed response to permit agencies regarding permit questions

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916-827-0016

- Reviewed kick off meeting agendas and invitees with Project Manager, multiple calls
- Scheduled and then reschedule project kick off meetings
- Multiple calls with Harbor CEO regarding project elements.

Charges by categories: Labor

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Project Team Lead	Mike Bahr	\$100	24	\$ 2,400
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Thank you! Mike Bahr, CEO, Community System Solutions

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916-827-0016



3. Consider RV Park update from Daniel Dahan, Managing Director of Crescent City Beach Village.

download report:

https://www.ccharbor.com/files/0d788d3f2/CCBV_Update_on_Leased_Properties_2026.10.09.pdf

Public Comment?



4. **[3:00 PM] Review and discuss seawall and Citizens Dock Pier 1 funding and timeline. Receive reports from Community System Solutions and Kimley-Horn.**

Public Comment?

October 9, 2026



To: Mike Rademaker, Crescent City Harbor District CEO, and the Crescent City Harbor District Board of Commissioners

From: Mike Bahr, CEO, Community System Solutions

Board Agenda Item: Review and discuss seawall and Citizens' Dock Pier 1 funding and timeline. Receive reports from Community System Solutions and Kimley-Horn.

Background

The Board presentation will be in two parts: Project Funding, presented by CSS; and Project Overview and Timeline, presented by Kimley-Horn.

This agenda item is for discussion and information only.

This memo is an overview of project funding for the new seawall and Citizens' Dock Pier 1.

Attached to this memo is the project overview presentation prepared by Kimley-Horn.

Members of Community System Solutions (CSS) and Kimley-Horn (K-H) will be in attendance at the Board meeting to present these items.

Overall Funding for the Projects

Project Development: CCHD was awarded a \$927,000 Coastal Conservancy grant and \$1,350,000 from the FEMA/Cal OES Hazard Mitigation Grant Program (HMGP). Each grant has funded elements of the development work on Citizens' Dock and the seawall, as described below. (The Coastal Conservancy grant will serve as match funding for the PIDP construction grants.)

Project Construction: CCHD was awarded two Port Infrastructure Development Program (PIDP) grants from U.S. DOT MARAD. The 2022 PIDP grant for \$7,366,566 is to construct a new seawall, while the 2024 PIDP grant for \$8,000,000 is to construct a new Citizens' Dock. These are five-year grants, with the ability to extend an additional three years.

Additional grant funding applied for:

- Coastal Conservancy Construction Grant for \$1,000,000 for seawall and Citizens' Dock construction. This grant can be used as match for the PIDP grants.
- PIDP FY 2026: \$11,200,000 request for construction funding for Citizens' Dock Pier 2.

It is anticipated that awardees for both grants will be announced later in October.

(See attached CCHD Seawall and Citizens' Dock Grants Chart.)

Project Team Funding

Kimley-Horn has been chosen as the project manager while CSS has been chosen as the grant manager. The costs for each of those contracts will be paid for from the PIDP grants.

Kimley-Horn has also been chosen as the construction design team. The costs for their work will be funded through the HMGP, Coastal Conservancy, and PIDP grants.

Moffatt & Nichol is the environmental document and permit team. Their contract is being paid by the HMGP grant.

Environmental Documents Funding

The environmental assessment documents, both NEPA and CEQA, are complete and approved by all necessary regulatory agencies. These documents were paid for from the Coastal Conservancy and HMGP grant funds.

Permit Funding

Permits have been applied for from the U.S. Army Corps of Engineers, the Regional Water Board, and the California Coastal Commission.

The permit applications have been funded by the HMGP grant.

Moffatt & Nichol is leading the permitting work. Kimley-Horn is now also providing information to Moffatt & Nichol on some of the technical and timeline elements needed by the permitting agencies.

The final permit to apply for is the construction permit from the County of Del Norte. Kimley-Horn, CSS, and the Harbor CEO are meeting with the County planning team this week to review the project with them and discuss the permitting process. The final construction permit will be paid for with PIDP funds.

Construction Design Funding

The “30% design” documents are complete. They were paid for from the Coastal Conservancy grant and the HMGP grant.

Kimley-Horn has been hired to complete the 60% and 100% construction design documents.

The 60% design will be funded from the HMGP grant and the Coastal Conservancy Citizens’ Dock grant. Completion of the 60% design is expected by the end of 2026.

The 100% design documents for the seawall will be funded from the PIDP FY 2022 grant. The 100% design documents for Citizens’ Dock Pier 1 will be funded from the PIDP FY 2024 grant.

Construction Design Budget

Project	Grant	Amount
Seawall & Citizens' Dock	HMGP (60% Design)	\$205,586
Citizens' Dock	Coastal Conservancy (60%)	\$130,000
60% Design Total Budget		\$335,586
Seawall	PIDP FY 2022 (100% Design)	\$140,000
Citizens' Dock	PIDP FY 2024 (100% Design)	\$140,000
100% Design Total Budget		\$280,000
Design Total Budget		\$615,120

Project Construction Funding

Construction for the seawall will be paid for from the awarded PIDP FY 2022 grant.

Construction of Citizens' Dock Pier 1 will be paid for from the awarded PIDP FY 2024 grant.

The following are the construction budgets for each grant:

PIDP 2022 Seawall Construction Budget

Expenditure Line	PIDP Grant	CCHD Match	Total
Administrative and legal expenses	\$243,600.00	\$60,900.00	\$304,500.00
Architectural, engineering, and permitting	\$332,000.00	\$83,000.00	\$415,000.00
Other architectural and engineering	\$100,000.00	\$25,000.00	\$125,000.00
Project inspection fees	\$100,000.00	\$25,000.00	\$125,000.00
Site work	\$1,600,000.00	\$400,000.00	\$2,000,000.00
Demolition and removal	\$608,000.00	\$152,000.00	\$760,000.00
Construction	\$3,177,921.60	\$794,480.40	\$3,972,402.00
Equipment	\$244,000.00	\$61,000.00	\$305,000.00
Contingencies	\$961,044.00	\$240,261.00	\$1,201,305.00
TOTAL	\$7,366,565.60	\$1,841,641.40	\$9,208,207.00

PIDP 2024 Citizens' Dock Construction Budget

Expenditure Line	PIDP Grant	CCHD Match	Total
Administrative and legal expenses	\$202,500.00	\$40,500.00	\$243,000.00
Architectural, engineering, and permitting	\$25,000.00	\$25,000.00	\$50,000.00
Other architectural and engineering	\$100,000.00	\$25,000.00	\$125,000.00
Construction	\$6,372,500.00	\$1,709,500.00	\$8,082,000.00
Equipment	\$800,000.00	\$200,000.00	\$1,000,000.00
Contingencies	\$500,000.00	\$ -	\$500,000.00
TOTAL	\$8,000,000.00	\$2,000,000.00	\$10,000,000.00

This information and the attached PowerPoint are also being shared at a public open house on Tuesday, October 13, from 3:30 p.m. to 5:00 p.m. at the Harbor District office.

Attachments

- CCHD Seawall and Citizens' Dock Grants Chart
- CCHD_Board_Project_Overview_2026-10-14

CCHD SEAWALL AND CITIZENS DOCK GRANTS AWARDED					
Grant Name	Grant Funder	Funded Projects	Project Amount	Awarded to CCHD	Match Requirement
CA Coastal Conservancy Grant Citizen's Dock Planning	CA Coastal Conservancy	60% Design, Environmental Impact Studies and Permitting for construction of a new Citizens' Dock.	\$1,070,000	\$927,000	\$143,000 (met)
Harbor Mitigation Grant Program (HMGP)	CalOES FEMA	60% Design, Engineering & Studies for priority projects (seawall and Citizens' Dock)	\$1,500,000	\$1,350,000	\$150,000 (\$50,000+ met.)
Port Infrastructure Development Grant (PIDP) 2022	USDOT - MARAD	Construction of a new seawall	\$9,208,207	\$7,366,566	\$1,570,489 (\$275,000 met)
Port Infrastructure Development Grant (PIDP) 2024	USDOT - MARAD	Construction of Citizens Dock, Pier 1.	\$10,000,000	\$8,000,000	\$2,000,000

GRANTS APPLIED FOR					
Grant Name	Grant Funder	Requested Projects	Project Amount	Grant Amount Requested	Match Requirement
Port Infrastructure Development Grant (PIDP) 2026	USDOT - MARAD	Construction of Citizens Dock Pier 2	\$14,000,000	\$11,200,000	\$2,800,000
CA Coastal Conservancy Construction Grant	CA Coastal Conservancy	Construction of Citizens Dock Pier 1	\$19,208,207	\$1,000,000.00	\$200,000 (PIDP counts)



Kimley»Horn
Expect More. Experience Better.

PROJECT OVERVIEW & WALKTHROUGH

Seawall and Citizens' Dock, Pier 1 Project

Presented to the **CCHD Board of Commissioners**

Kimley-Horn • Project Management + Construction Design Services
MARAD Port Infrastructure Development Program (PIDP)

October 14, 2026

Meet the Kimley-Horn Team On Site



The same team that knows this project will carry it from design through construction.



Rob Sloop, PE
Principal-in-Charge

- Prior Engineer of Record & Harbor Master Plan lead
- Led 2025 tsunami damage assessment



Jerry Holcomb, PE
Project/Design Manager &
Engineer of Record

- Single point of contact to the Harbor CEO
 - Smith River native



Lauren Atwell
Deputy Project/Design Manager

- Day-to-day design, schedule & data coordination
 - Marine structures lead

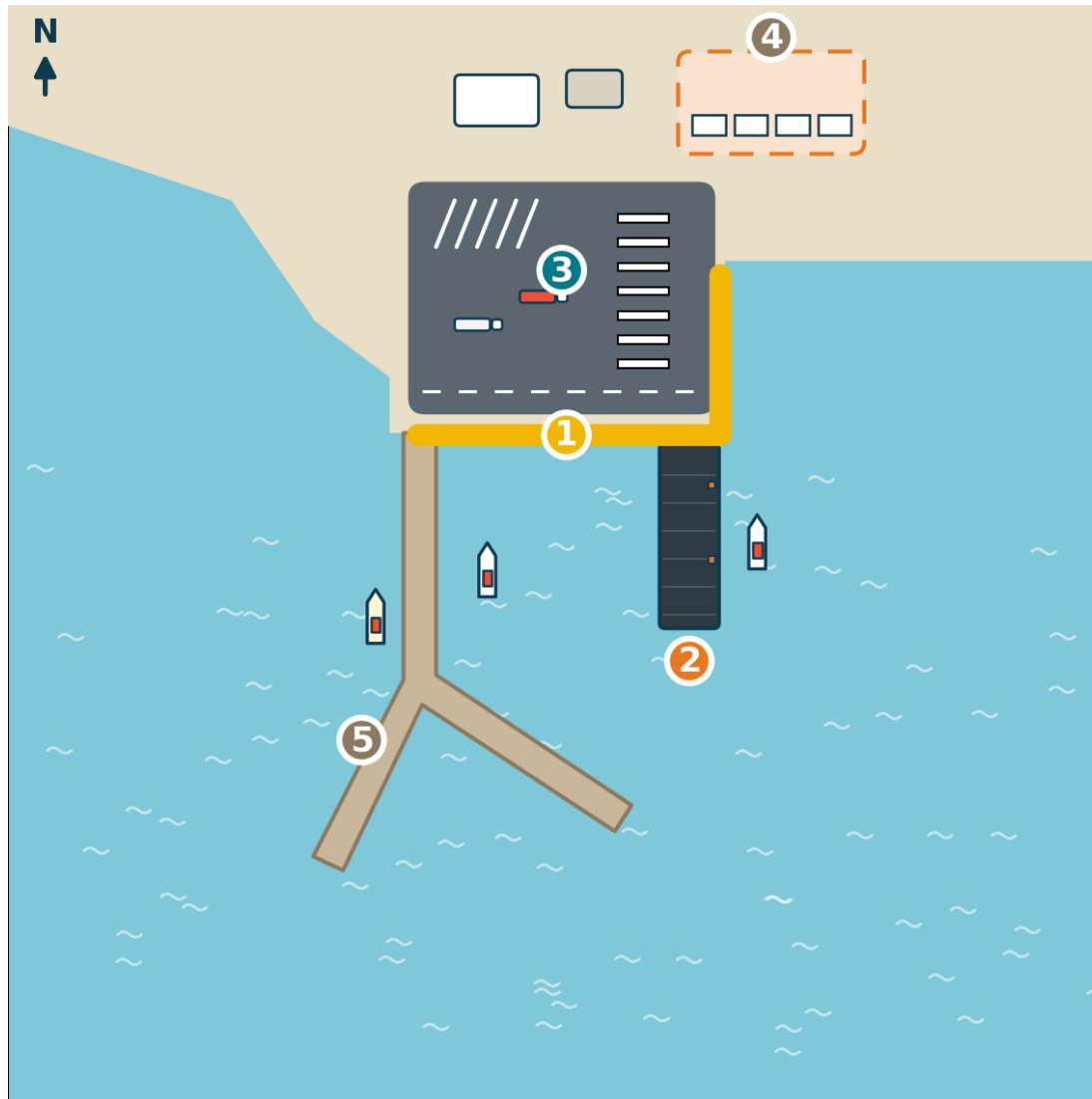


Lee Hellstrom, PE
Subject Matter Expert

- 15 years in piers, bulkheads & port construction
- Constructability & contractor coordination

Committed to Crescent City: one accountable team — design, PM, and construction support — from kick-off through grant closeout.

Phase 1 — Seawall & Pier 1 (Summer 1)



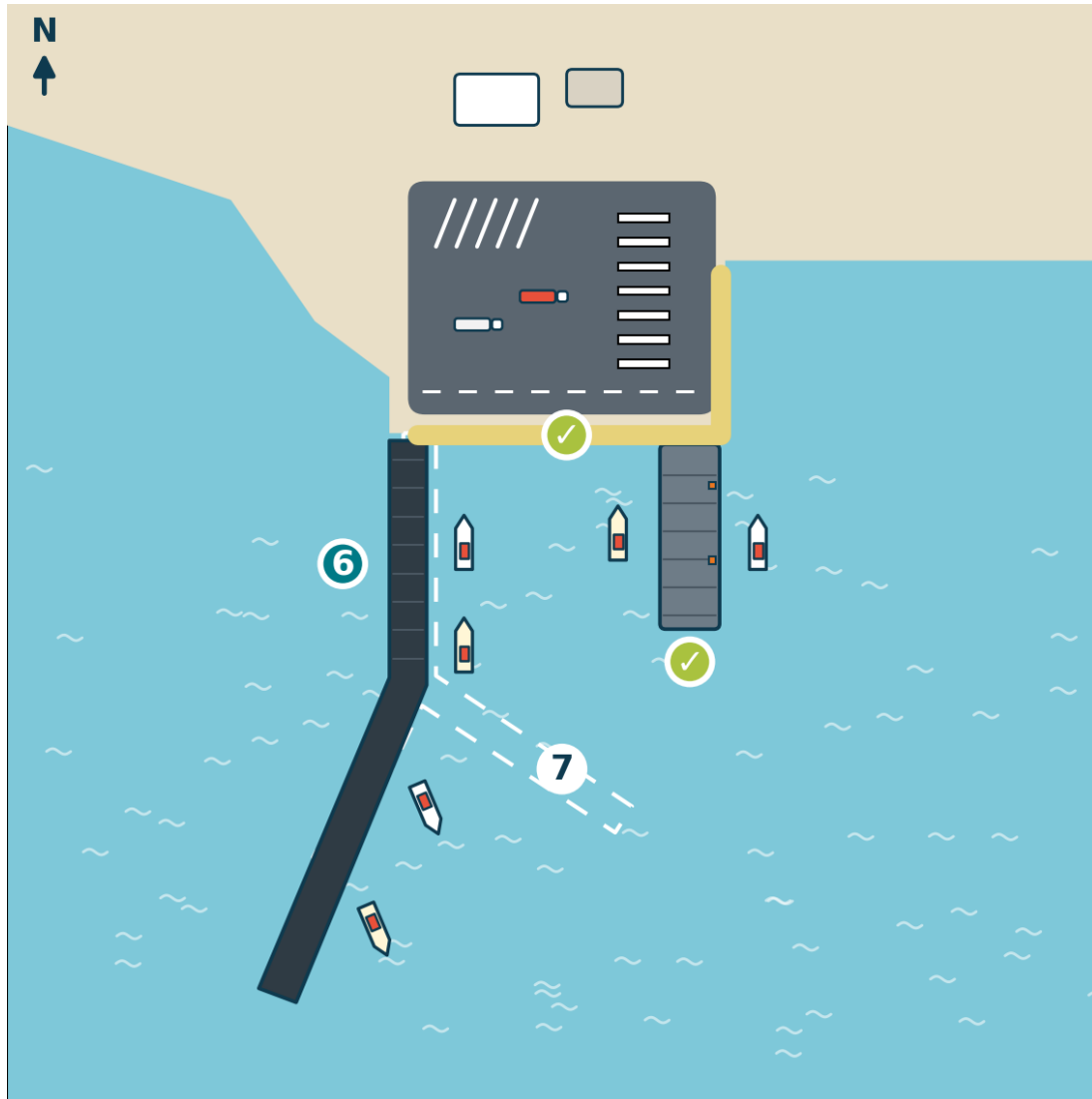
PHASE 1 • SUMMER 1

New seawall & Pier 1 — fleet keeps working

- 1 New Seawall**
Along the lot edge with east return
- 2 New Citizens' Dock, Pier 1**
Concrete pile-supported pier with hoists
- 3 Parking Lot & Roadway**
Rebuilt behind the new seawall
- 4 Freezer / Container Relocation**
Temporary area north of the lot
- 5 Existing Dock Stays Open**
Fleet keeps offloading during Phase 1

Conceptual graphic — not to scale

Phase 2 — Pier 2 & Existing Dock Removal (Summer 2)



PHASE 2 • SUMMER 2

Pier 2 replaces the existing dock

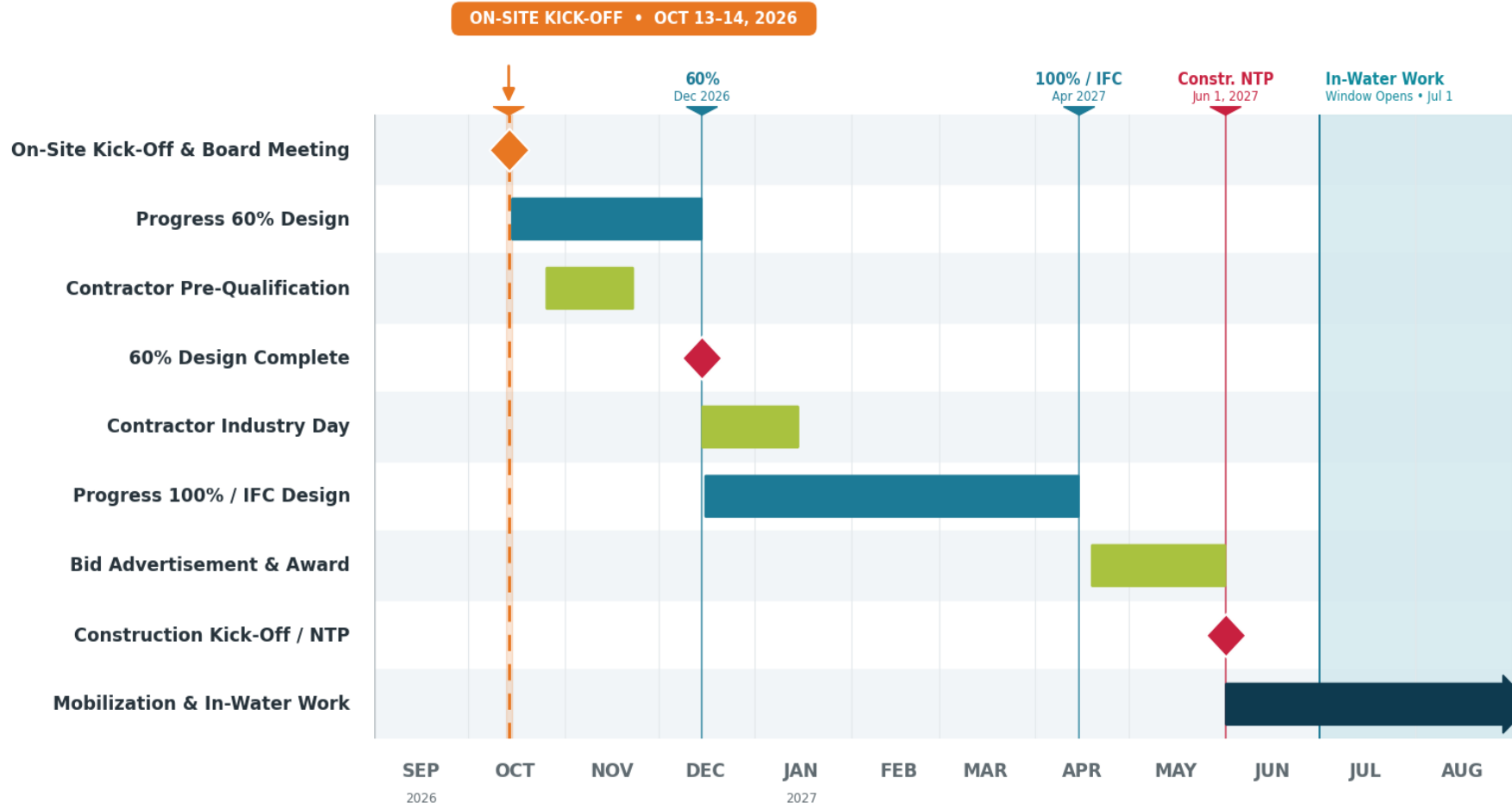
- 6 Pier 2 (Future Stage)**
New dock along the breakwater
- 7 Existing Dock Removed**
Demolished once Pier 2 opens
- Phase 1 Complete**
Seawall & Pier 1 open for the fleet

Conceptual graphic — not to scale

Project Schedule — Design Through Construction Start



PROJECT TIMELINE — DESIGN THROUGH CONSTRUCTION START



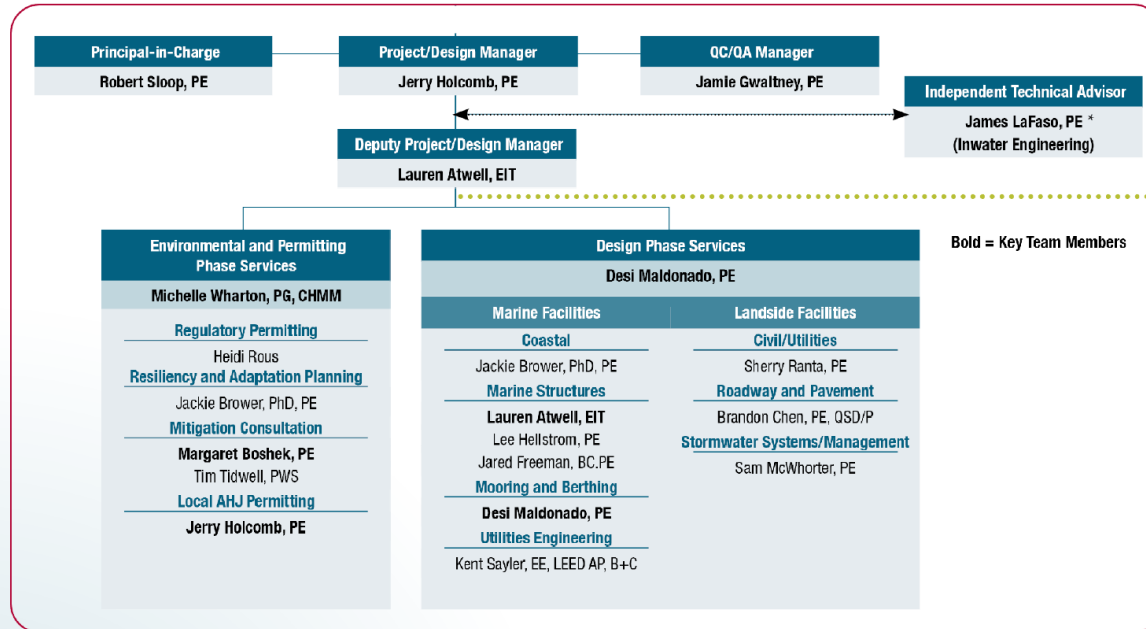
THE PATH AHEAD

- Oct 13–14, 2026**
On-site kick-off; 60% design to Dec
- Nov 2026**
Contractor Pre-Qualification
- Dec–Jan**
Contractor Industry Day
- Dec 2026–Apr 2027**
Progress 100% / IFC design
- Apr–May 2027**
Bid advertisement & award
- Jun 1, 2027**
Construction kick-off / NTP
- By Jul 1**
In-water work window opens

Critical driver: the in-water work window (targeted July 1) governs the schedule — we sequence design, bid, and NTP to start in-water work as the window opens.

Project Organization — One Integrated Team

Crescent City Harbor District



*Provides independent technical advice of major engineering decisions, structural concepts, constructability, and overall design approach at key milestones.



Through this structure, the District will work with **one experienced leader, Jerry Holcomb, PE**, while benefiting from the depth of an integrated team and the dedicated project management resources already in place under the Project Management contract.

- Design Services (This Contract)
- Project Management Services (Separate Contract)
- ◄► Independent Technical Advice



One Point of Contact

Jerry Holcomb, PE is the District's single point of contact for all matters related to this project



Clear Roles. Clear Contracts.

- Design and engineering services are provided under this contract.
- Project management and integration services are provided under the separate Project Management contract



Accountability

- Clear accountability
- Seamless coordination
- Shared commitment to delivering a successful project for the District

On-Site This Week — Coordination Meetings



Our team is on site October 13-14 to launch the project in person — walking the site, confirming utility conflicts, and coordinating with agencies, tenants, and stakeholders before design accelerates.



Site Walks — Utility Conflicts

Oct 13 AM: walk the seawall & Pier 1 with maintenance staff; confirm utility conflicts.



Harbor Commission Session

Oct 14, 3 PM: project kick-off, schedule, grant compliance & Q&A.



Public Open House

Oct 13, 3:30 PM: site walk and layout review to gather community input.



Commercial Fishing & Tenants

Oct 13: container owners, fish buyers & fishermen — relocation, hoist access, phasing.



Local Agency Meetings

Oct 13 PM: Del Norte County planning, Fire Marshal & utility agencies.



Permit Status — Moffatt & Nichol

Oct 14 AM: permit status, in-water windows & 30% design hand-off.

Also on site: each session captures input and action items that feed directly into the accelerating design.

Critical Immediate Decision Points

A handful of near-term decisions protect the schedule and the July 1 in-water window. These are the items we ask the Board and staff to prioritize now.



Authorize the Utility Survey Now

The utility survey is the biggest schedule-protector — commissioning it now lets results feed the 60% design without rework.



Confirm Permit Status & Path

Follow up on RWQCB 401 and downstream Coastal Commission, USACE, and Del Norte County approvals to hold the in-water window.



Buy America & Long-Lead Items

Begin domestic-preference planning and identify long-lead materials early to protect grant eligibility and the construction start.



30% Design Hand-Off

Secure the prior designer's CAD, calculations, and studies so our team advances the design with no delay.



Kimley»Horn
Expect More. Experience Better.

THANK YOU

Questions & Discussion

Prepared for the Crescent City Harbor District — Board of Commissioners

Jerry Holcomb, PE • Project/Design Manager & Engineer of Record

jerry.holcomb@kimley-horn.com • 562.363.5051

1300 Clay Street, Suite 900, Oakland, CA 94612



4. **[3:00 PM] Review and discuss seawall and Citizens Dock Pier 1 funding and timeline. Receive reports from Community System Solutions and Kimley-Horn.**

Download supplemental figures:

https://www.ccharbor.com/files/ea4348d2b/Kimley-Horn_CCHD_Site_Visit_Figures_2026.10.09.pdf

Public Comment?



5. **Consider and adopt Resolution No. 2026-18 to implement grant compliance recommendations from Cal OES, which were subsequently reviewed and revised by District Counsel. The Resolution will adopt a revised Finance & Administration Manual; adopt a Standard Form Professional Services Agreement with delegation to District Counsel; confirm the Kimley-Horn agreement (Resolution 2026-15); and adopt a revised Records Management Handbook and Retention Schedule.**

Public Comment?



To: Board of Harbor Commissioners

From: Mike Rademaker, CEO/Harbormaster for CCHD
Mike Bahr, CEO for Community System Solutions

Date: October 9, 2026 (for the Regular Meeting of October 14, 2026)

Subject: Resolution No. 2026-18 – Adoption of Grant-Compliance Revisions to the Finance & Administration Policies and Procedures Manual, the Services Agreement Template, and the Records Management Handbook and Retention Schedule (Cal OES HMGP Compliance Assessment)

Recommended Action

Adopt Resolution No. 2026-18, which in a single action:

- adopts the Finance & Administration Policies and Procedures Manual, Updated October 2026, Version 3.2, superseding prior versions (Article II);
- approves the revised Professional Services Agreement, with its attachments, as the District's Standard Form Professional Services Agreement and authorizes District Counsel to make legal, technical, and conforming modifications for future consultants (Article III);
- confirms that the Kimley-Horn and Associates agreement negotiated under Resolution No. 2026-15 is consistent with that resolution and may be executed, and makes the federal findings the grant file requires (Article IV); and
- approves the amended Records Management Handbook and Retention Schedule and adopts the retention schedule in it as the District's records retention schedule under Government Code section 60201 (Article V).

Suggested motion: *"I move to adopt Resolution No. 2026-18."* (Roll-call vote.)

Background

This is the second Board meeting for this item. At the Board's request, the separate agenda items from the September 30, 2026 meeting have been combined into one agenda item, and District Counsel has reviewed each document.

The Board is being asked to adopt revisions to three District documents based on the compliance assessment that the California Governor's Office of Emergency Services (Cal OES) conducted of the District's Hazard Mitigation Grant Program (HMGP) subaward, FEMA-DR-4482-CA, Project No. 641-65R. A compliance assessment is a standard part of grant oversight that most funders perform at some point during the open grant period. The Cal OES review was comprehensive and covered the entire grant period. (The list of items Cal OES reviewed is in the September 30, 2026 agenda packet.)

Cal OES identified and recommended improvements to the District's grant practices and asked that several grant-management procedures be codified in District documents. Its recommendations focused on four areas: vendor and contractor eligibility verification, procurement practices, federal contract provisions, and grant record retention. The three documents revised to implement those recommendations are:

- the Finance & Administration Policies and Procedures Manual;
- the Services Agreement Template with attachments; and
- the Records Management Handbook and Retention Schedule.

At the September 30 meeting the Commissioners asked that District Counsel review the proposed revisions. District Counsel Ryan Plotz reviewed the requirements of the HMGP subaward, both MARAD Port Infrastructure Development Program (PIDP) grants, and the State Coastal Conservancy grant, and then reviewed each document against those requirements. That review is complete, and Mr. Plotz made revisions and additions to each document. The documents as revised by counsel are attached to the resolution as Exhibit A (Finance Manual), Exhibit B (Services Agreement Template, in the form negotiated with Kimley-Horn), and Exhibit C (Records Handbook), together with a summary list of the revisions made to each document.

Changes to the Finance Manual and the Records Handbook are shown in red, with deleted language in strikethrough. The services agreement was rewritten by Mr. Plotz, who recommended using the District's professional services agreement form as the starting point rather than continuing to revise the form previously circulated.

Mr. Plotz describes the scope of his work as follows: his review *"was intended as a grant-compliance review, not a comprehensive legal review of the entire manual. In particular, I focused on the procurement, contracting, recordkeeping, contractor eligibility, certifications, and related federal compliance provisions that may affect the*

District's administration of its grant-funded projects. I did not independently review every provision of the manual for compliance with all potentially applicable state, federal, employment, accounting, or other legal requirements." He adds that *"the revisions are intended to give the District a stronger written compliance framework."*

Why One Resolution

Staff recommends adopting all three documents by a single resolution rather than by separate resolutions or minute motions, for four reasons:

- The Board asked that the documents come back as one item, and they share one subject: implementing the Cal OES compliance assessment.
- Cal OES, MARAD, and the District's auditors will want a certified copy of the governing body's action showing that the corrective measures were adopted on a date certain. One numbered resolution with the three documents as exhibits is the cleanest record for that purpose; a minute excerpt is weaker documentation.
- The resolution is drafted so that each document stands on its own. Section 1.3 makes each Article a separate and independent action, so the Board can later amend or replace any one document without reopening the others, and Section 1.4 commits the Board to a comprehensive review of each document during 2027, after the newly elected Board is seated.

The Three Documents and What the Resolution Does With Each

1. Finance & Administration Policies and Procedures Manual, Version 3.2 (Exhibit A; Article II). The revisions conform the District's procurement standards to 2 C.F.R. Part 200 (cost or price analysis, noncompetitive procurement, time-and-materials contracts, qualifications-based selection of engineering firms, contract administration, and SAM.gov verification of contractor eligibility); add procedures for federal award monitoring and reporting, cost allowability and reimbursement, compliance disclosures, and federal contract certifications and flow-down provisions; update the Manual to reflect the operation of the RV parks by the leaseholder and current District positions and systems; conform the negotiated-lease provisions to the Brown Act; and make clerical corrections. Article II adopts the Manual, supersedes all prior versions, and designates the Manual (with the Records Handbook and the District's Conflict of Interest Code) as the District's documented procurement procedures and written standards of conduct for purposes of 2 C.F.R. § 200.318.

Two features of Article II deserve attention. First, several references in the Manual (for example, the \$12,000 figure in the procurement section) do not match the contracting limits the Board has placed in the District Bylaws. Rather than redraft those provisions now, Section 2.2 provides that the Bylaws, ordinances, and resolutions of the Board control over the Manual, so nothing in the Manual expands anyone's contracting or spending authority. Those references will be conformed in the 2027 comprehensive

review. Second, Section 2.5 sets out how the Manual is maintained: the CEO/Harbormaster, with counsel's concurrence, may make clerical, citation, and procedural updates that do not change a policy, threshold, approval authority, or internal control, with a written report to the Board within 60 days; anything else requires a Board resolution.

2. Services Agreement Template (Exhibit B; Article III). Mr. Plotz rebuilt the services agreement from the District's professional services agreement form. The body of the agreement covers scope, compensation and a not-to-exceed ceiling, payment and invoicing tied to grant reimbursement deadlines, independent-contractor status, warranties, suspension and debarment, notice, indemnity (conforming to Civil Code section 2782.8 for design professionals), insurance, dispute resolution, termination and duties on termination, work product, audit, confidentiality, and the grant "safe harbor" clause. Attachment A is the scope of services; Attachment B is the insurance requirements; Attachment C contains the federal and grant funding provisions required by the HMGP, PIDP, and Coastal Conservancy agreements, including the 2 C.F.R. Part 200 Appendix II provisions, the MARAD terms (first-tier responsibility, tax-delinquency and felony certifications, text-messaging policy, foreign-market restrictions, conflict-of-interest and mandatory notices), Byrd anti-lobbying, Clean Air and Clean Water Act, small and disadvantaged business steps, recovered materials, the Section 889 telecommunications prohibition, Build America, Buy America, Title VI, labor standards, cargo preference, environmental conditions, lower-tier flow-downs, and cost-allocation and invoice support; Attachments C-1, C-2, and C-3 are the lobbying certification and the USDOT Title VI Appendix A clauses and Appendix E authorities.

Article III approves the agreement, read without the Kimley-Horn-specific content, as the District's Standard Form Professional Services Agreement, and directs District Counsel to prepare a bracketed master version within 60 days. It then authorizes District Counsel, without returning to the Board, to make the kinds of changes that are legal and technical in nature: filling in engagement-specific terms approved by the Board; conforming the form to changes in law or to the requirements of a particular grant; removing provisions that do not apply (for example, the design-professional indemnity for a consultant who is not a design professional, or the federal attachments for an engagement with no federal funds); scaling insurance requirements to the engagement in consultation with the CEO/Harbormaster; negotiating legal terms; making any change that is more protective of the District; and clerical corrections. The Board keeps control of what matters to it: the business terms (scope, fee, ceiling, and term), the approval of every award that requires Board approval under the Bylaws, and a short list of "Reserved Modifications" that always require Board approval, such as a cap on the consultant's liability, a reduction of the consultant's indemnity, any indemnity running from the District, loss of the District's right to terminate for convenience, binding arbitration or a change of venue, consultant ownership of deliverables, advance payment, or exclusivity. A Reserved Modification can be approved as part of the Board's approval of the award itself if it is identified in the staff report, so no separate trip to the Board is needed. Counsel's approval as to form will be documented in each contract file, and the Standard Form will be reviewed at least every two years.

3. Kimley-Horn and Associates agreement (Article IV). On August 26, 2026, the Board adopted Resolution No. 2026-15, which selected the preferred proposer under the District's Request for Proposals for construction design services and authorized the CEO/Harbormaster to negotiate and execute a professional services agreement, subject to review and approval as to form by District Counsel and to the condition that material changes in scope, compensation, term, or risk allocation be returned to the Board. The attached agreement is the product of that negotiation: it is the Standard Form with Kimley-Horn's scope, fee schedule, and funding provisions, with a time-and-materials structure and an aggregate not-to-exceed amount of \$615,120 that includes all labor, expenses, and subconsultant costs. The Board is not being asked to award a new contract. Article IV confirms that the agreement is the one contemplated by Resolution No. 2026-15, that the services in Attachment A are the construction design services for which the firm was selected, and that the agreement is within the parameters of that resolution, so that the CEO/Harbormaster may execute it with no further Board action. Article IV also makes the determinations that the grant file needs and that Resolution No. 2026-15 did not address: that a time-and-materials contract with a ceiling is the only suitable contract type for these services (2 C.F.R. § 200.318(j)); that a cost or price analysis was performed (2 C.F.R. § 200.324); and that the agreement contains the required federal provisions. Scope changes and any increase in the ceiling still require Board approval; the CEO/Harbormaster may sign only no-cost time extensions and administrative amendments.

4. Records Management Handbook and Retention Schedule (Exhibit C; Article V). The amendments add provisions on electronic and digital security and on the retention of federal award records, update statutory references, classify all District records by category with a retention period for each, and establish a standard protocol that must be followed before any record is destroyed. The Handbook identifies the records that may not be destroyed under Government Code section 60201(d), such as formation records, ordinances, Board minutes, and records tied to pending claims, litigation, Public Records Act requests, construction, debts, real property, and contracts. Article V approves the amended Handbook, adopts its retention schedule under section 60201(b)(2), authorizes the CEO/Harbormaster or designee to destroy records in accordance with the schedule and protocol without further Board action, and allows reproduced records kept in a trusted system to be treated as originals under section 60203. The CEO/Harbormaster may make clerical and citation corrections with counsel's concurrence; any material change to the retention schedule must come back to the Board by resolution.

Scope of This Action and Future Review

As discussed at the September 30 meeting, the revisions before the Board are the ones needed to address the Cal OES compliance findings and to strengthen the District's compliance framework for its current and future federally funded projects. Counsel's review was limited to that purpose. The Commissioners can address other changes to these documents in the future, and Section 1.4 of the resolution directs staff and

counsel to bring each document back for comprehensive review during 2027, after the Board elected in November has been seated. Nothing in the resolution prevents the Board from amending any of the documents sooner.

Adoption of the resolution will allow the District to report to Cal OES that the compliance assessment findings have been addressed by action of the governing body.

Fiscal Impact

Adoption of the three documents has no direct cost beyond staff time to implement them. The Kimley-Horn agreement is funded under the HMGP, PIDP, and Coastal Conservancy grants; the resolution does not increase the amount previously authorized under Resolution No. 2026-15.

Attachments

- Resolution No. 2026-18

Exhibit A – Finance & Administration Policies and Procedures Manual, Updated October 2026, Version 3.2 (redline)

Exhibit B – Professional Services Agreement with Kimley-Horn and Associates, Inc., with Attachments A, B, C, C-1, C-2, and C-3

Exhibit C – Records Management Handbook and Retention Schedule, as amended (redline)

- Summary list of the revisions made to each document

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CRESCENT CITY HARBOR DISTRICT ADOPTING GRANT-COMPLIANCE REVISIONS TO DISTRICT POLICIES AND CONTRACT DOCUMENTS IN RESPONSE TO THE CAL OES COMPLIANCE ASSESSMENT OF THE DISTRICT'S HAZARD MITIGATION GRANT PROGRAM SUBAWARD, BY (1) ADOPTING THE FINANCE & ADMINISTRATION POLICIES AND PROCEDURES MANUAL (UPDATED OCTOBER 2026, VERSION 3.2); (2) APPROVING THE DISTRICT'S STANDARD FORM PROFESSIONAL SERVICES AGREEMENT AND DELEGATING AUTHORITY TO DISTRICT COUNSEL TO MODIFY IT FOR FUTURE ENGAGEMENTS; (3) CONFIRMING THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. NEGOTIATED PURSUANT TO RESOLUTION NO. 2026-15; AND (4) APPROVING THE AMENDED RECORDS MANAGEMENT HANDBOOK AND RETENTION SCHEDULE, ADOPTING THE RECORDS RETENTION SCHEDULE SET FORTH THEREIN PURSUANT TO GOVERNMENT CODE SECTION 60201, AND AUTHORIZING THE DISPOSITION OF DISTRICT RECORDS IN ACCORDANCE THEREWITH

WHEREAS, the Crescent City Harbor District ("District") is an independent special district organized and existing under Sections 6000 et seq. of the Harbors and Navigation Code, and the Board of Harbor Commissioners ("Board") is the legislative body of the District; and

WHEREAS, the Board is authorized under Harbors and Navigation Code sections 6070, 6071, 6078, and 6085, Government Code section 53060, and other applicable law to adopt ordinances, regulations, and policies necessary for the administration of the District, including policies governing the creation, maintenance, retention, and disposition of District records and the receipt, custody, and disbursement of District funds; to contract for the services of engineers, attorneys, and other persons specially trained, experienced, and competent to furnish special services and advice in engineering, financial, economic, accounting, legal, and administrative matters; and to accept financial assistance from the United States and the State of California; and

WHEREAS, the District is the subrecipient of a Hazard Mitigation Grant Program ("HMGP") subaward, FEMA-DR-4482-CA, Project No. 641-65R (Cal

OES Subaward No. DR4482-AP00641), administered by the California Governor's Office of Emergency Services ("Cal OES"); the recipient of Port Infrastructure Development Program ("PIDP") grants from the United States Department of Transportation, Maritime Administration ("MARAD"), under Fiscal Year 2022 Grant No. 693JF72344010 and Fiscal Year 2024 Grant No. 693JF72540013; and the grantee under California State Coastal Conservancy Grant No. 22-154 (collectively, the "Funding Agreements"); and

WHEREAS, Cal OES conducted a compliance assessment of the District's administration of the HMGP subaward covering the grant period, and recommended that certain grant management practices, including contractor and vendor eligibility verification, procurement practices, Federal contract provisions, and the retention of grant records, be codified in the District's written policies and contract documents; and

WHEREAS, as a recipient and subrecipient of Federal financial assistance, the District must maintain financial management systems and effective internal control over Federal awards (2 C.F.R. §§ 200.302 and 200.303), maintain and use documented procurement procedures that conform to 2 C.F.R. §§ 200.317 through 200.327 (2 C.F.R. § 200.318(a)), maintain written standards of conduct covering conflicts of interest (2 C.F.R. § 200.318(c)(1)), include the contract provisions required by 2 C.F.R. § 200.327 and Appendix II to 2 C.F.R. Part 200 in its contracts, and retain and provide access to Federal award records as required by 2 C.F.R. §§ 200.334 through 200.338; and

WHEREAS, at its regular meeting of September 30, 2026, the Board considered proposed revisions to the District's Finance & Administration Policies and Procedures Manual, its services agreement template, and its Records Management Handbook and Retention Schedule prepared in response to the Cal OES recommendations; requested that District Counsel review the proposed revisions for compliance with the requirements of the Funding Agreements; and requested that the three documents be returned to the Board for consideration as a single agenda item; and

WHEREAS, District Counsel has completed that review, which was directed to the procurement, contracting, recordkeeping, contractor eligibility, certification, and related Federal compliance provisions of the documents rather than to a comprehensive review of every provision of each document, and has made revisions and additions to each document, which are before the Board in the forms attached to this Resolution; and

WHEREAS, the Board intends by this Resolution to adopt the revisions necessary to implement the Cal OES recommendations and to strengthen the District's written framework for compliance with the Funding Agreements and other Federal and State awards, and intends to undertake a more comprehensive review of each of the documents approved by this Resolution during 2027 for possible further revision; and

Finance & Administration Policies and Procedures Manual

WHEREAS, the District maintains a Finance & Administration Policies and Procedures Manual ("Manual") as a working guide for District staff that sets out the District's accounting methods and practices, cash management, accounts receivable, accounts payable, business credit card, procurement, boat and marina management, maintenance, records management, and related policies and procedures, the most recent prior version of which was approved by the Board in 2024; and

WHEREAS, District staff, with the assistance of District Counsel, have prepared an updated Manual (Updated October 2026, Version 3.2) that, among other things, conforms the District's procurement standards to 2 C.F.R. Part 200, including the requirements governing cost or price analysis, noncompetitive procurement, time-and-materials contracts, qualifications-based selection of architectural and engineering services, contract administration, and verification of contractor eligibility through the System for Award Management; adds procedures for Federal award monitoring and reporting, cost allowability and reimbursement, compliance disclosures, and contract certifications and flow-down provisions; updates the Manual to reflect the operation of the District's recreational vehicle parks by a leaseholder and the District's current positions, systems, and practices; conforms the Manual's provisions concerning negotiated leases to the Ralph M. Brown Act; and makes clerical and conforming revisions, all as set forth in the updated Manual in substantially the form attached to this Resolution as Exhibit "A"; and

WHEREAS, the Manual is intended to operate in harmony with, and not to supersede or enlarge, the Bylaws of the District, the ordinances and resolutions of the Board, the limits on contracting and expenditure authority established by the Board, and applicable Federal and State law; and

WHEREAS, the Board has reviewed the updated Manual and finds that its adoption will promote sound financial management, effective internal

controls, compliance with the requirements of the Funding Agreements, and accountability and transparency in the use of public funds; and

Professional Services Agreement; Standard Form

WHEREAS, the District issued a Request for Proposals for construction design services for the Seawall Replacement Project and the Citizens Dock/Pier 1 Replacement Project (collectively, the “Projects”), received and evaluated proposals in accordance with the criteria and procedures set forth in the Request for Proposals, and by Resolution No. 2026-15, adopted August 26, 2026, selected Kimley-Horn and Associates, Inc., a North Carolina corporation (“Consultant”), as the District’s preferred proposer and authorized the CEO/Harbormaster to negotiate and execute a professional services agreement with Consultant, subject to the conditions stated in that Resolution, including review and approval of the agreement as to form by District Counsel; and

WHEREAS, in the course of that negotiation, District Counsel prepared, on the basis of the District’s professional services agreement form, the Professional Services Agreement between the District and Consultant attached to this Resolution as Exhibit “B” (the “Agreement”), which incorporates the insurance requirements set forth in Attachment B thereto and the Federal and State grant funding provisions required by the Funding Agreements, including the contract provisions required by Appendix II to 2 C.F.R. Part 200, the MARAD General Terms and Conditions and PIDP Exhibits incorporated into the MARAD Funding Agreements, and the United States Department of Transportation Title VI contract clauses and nondiscrimination authorities, as set forth in Attachments C, C-1, C-2, and C-3 thereto; and

WHEREAS, the Agreement provides for Consultant to perform the services described in Attachment A thereto (the “Services”) on a time-and-materials basis in accordance with the fee schedule in Attachment A, subject to an aggregate Not-to-Exceed Amount of Six Hundred Fifteen Thousand One Hundred Twenty Dollars (\$615,120) that includes all labor, travel, subconsultant costs, and other project expenses, and provides that Consultant exceeds the Not-to-Exceed Amount at its own financial risk; and

WHEREAS, the Services consist of professional engineering, design, permitting-support, and related services whose extent, sequence, and duration depend upon regulatory agency review, funding agency

requirements, and field conditions that cannot be determined with sufficient confidence at this time to permit the Services to be procured for a fixed price, and the Board has accordingly determined, for purposes of 2 C.F.R. § 200.318(j), that no other type of contract is suitable for the Services and that the Agreement includes a ceiling price that Consultant exceeds at its own risk; and

WHEREAS, District staff verified through the System for Award Management (SAM.gov) that Consultant and its principals are not suspended, debarred, or otherwise excluded from participation in Federal awards, and retained documentation of that verification in the procurement file; and

WHEREAS, the Agreement reflects the District's current standard terms concerning compensation, payment, independent contractor status, warranties, indemnification, insurance, dispute resolution, termination, work product, audit, confidentiality, and grant compliance, and the Board desires to approve the form of the Agreement, exclusive of the content particular to Consultant and the Projects, as the District's Standard Form Professional Services Agreement for use in future professional services engagements, so that such engagements are documented on uniform terms approved by the Board that include the Federal and State contract provisions identified in the Cal OES compliance assessment; and

WHEREAS, the Board further desires to authorize District Counsel to conform the Standard Form to the legal, regulatory, funding, insurance, and technical requirements of each future engagement, in the exercise of District Counsel's professional legal judgment and subject to the standards set forth in this Resolution, without the necessity of separate Board approval of each such modification, while reserving to the Board its authority over the business terms of each engagement, the award of each contract requiring Board approval under the Bylaws of the District, and the categories of modification identified in this Resolution as reserved to the Board; and

WHEREAS, the Board finds that the authority delegated to District Counsel by this Resolution is administrative, legal, and technical in character; is governed by the standards and limitations set forth herein; and does not delegate any legislative or policy-making function of the Board; and

Records Management Handbook and Retention Schedule

WHEREAS, Chapter 7 (commencing with Section 60200) of Division 1 of Title 6 of the Government Code governs the destruction of records of special districts, and Government Code section 60201(b)(2) authorizes the legislative body of a district to adopt, by resolution, a record retention schedule that complies with guidelines provided by the Secretary of State pursuant to Government Code section 12236, classifies all records of the district by category, and establishes a standard protocol for the destruction of records, following which the district may destroy or dispose of records in accordance with the schedule and protocol; and

WHEREAS, on February 3, 2020, the District adopted its Records Management Handbook and Retention Schedule (“Handbook”) pursuant to Government Code section 60201, to establish records management practices for the District and to guide District staff in determining how long District records are to be retained before they are eligible for disposition; and

WHEREAS, District staff, with the assistance of District Counsel, have prepared amendments to the Handbook that, among other things, add provisions governing electronic and digital security and the retention of Federal award records, update statutory references, classify all records of the District by category and specify the retention period applicable to each category, and establish a standard protocol for the destruction of District records, all as set forth in the amended Handbook in substantially the form attached to this Resolution as Exhibit “C”; and

WHEREAS, the Records Retention Schedule set forth in the amended Handbook has been prepared with reference to the Local Government Records Management Guidelines published by the Secretary of State pursuant to Government Code section 12236; and

WHEREAS, the amended Handbook identifies the categories of records that may not be destroyed pursuant to Government Code section 60201(d), including records relating to the formation or reorganization of the District, ordinances, minutes of the Board, records relating to pending claims, litigation, Public Records Act requests, construction, debts, real property, and contracts, and records of compensation and expense reimbursement, and provides that such records shall be retained as required by law; and

WHEREAS, the Board has reviewed the amended Handbook and finds that the retention and destruction of District records in accordance with the amended Handbook will promote the efficient, economical, and secure management of District information, facilitate timely responses to requests for public records, and serve the interests of the District and of the public; and

California Environmental Quality Act

WHEREAS, adoption of the Manual, approval of the Standard Form, the delegation of authority to District Counsel, and approval of the amended Handbook are organizational or administrative activities of the District that will not result in a direct or indirect physical change in the environment and are therefore not a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines section 15378(b)(5); and

WHEREAS, confirmation of the Agreement authorizes the procurement of professional engineering and design services and does not approve the Projects, commit the District to a definite course of action with respect to the construction of the Projects, or foreclose the consideration of alternatives or mitigation measures, and the District has completed certain reviews required by CEQA and the National Environmental Policy Act (“NEPA”) before approving construction of the Projects (State CEQA Guidelines sections 15004(b) and 15262); the Projects were properly analyzed under CEQA, and nothing in this Resolution alters that analysis; and the District will complete any further CEQA and NEPA analysis as may be required.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF HARBOR COMMISSIONERS OF THE CRESCENT CITY HARBOR DISTRICT THAT:

ARTICLE I. GENERAL PROVISIONS

Section 1.1. Recitals. The foregoing recitals are true and correct and are incorporated into this Resolution by this reference.

Section 1.2. Exhibits. The following exhibits are attached to and incorporated into this Resolution: Exhibit “A,” the Finance & Administration Policies and Procedures Manual (Updated October 2026, Version 3.2); Exhibit “B,” the Professional Services Agreement between the District and Kimley-

Horn and Associates, Inc., with Attachments A, B, C, C-1, C-2, and C-3, which also constitutes the Standard Form approved by Article III; and Exhibit “C,” the amended Records Management Handbook and Retention Schedule.

Section 1.3. Separate and Independent Actions. Each of Articles II, III, IV, and V of this Resolution constitutes a separate and independent action of the Board. The Board would have taken each such action regardless of whether it took any other action set forth in this Resolution, and any Article may be amended, superseded, or repealed by subsequent action of the Board without affecting any other Article.

Section 1.4. Purpose; Subsequent Comprehensive Review. The actions taken by this Resolution implement the recommendations of the Cal OES compliance assessment and strengthen the District’s written framework for compliance with the Funding Agreements and other Federal and State awards. The Board directs the CEO/Harbormaster and District Counsel to present each of the documents approved by this Resolution to the Board for comprehensive review during 2027, together with any recommended amendments. Nothing in this Resolution limits the authority of the Board to amend any such document at any time, subject to the procedures for amendment set forth in Sections 2.5 and 5.6 and Article III of this Resolution.

ARTICLE II. FINANCE & ADMINISTRATION POLICIES AND PROCEDURES MANUAL

Section 2.1. Adoption of Manual. The Board hereby adopts the Finance & Administration Policies and Procedures Manual (Updated October 2026, Version 3.2) in substantially the form attached to this Resolution as Exhibit “A.” From and after the effective date of this Resolution, the Manual supersedes and replaces all prior versions of the Finance & Administration Policies and Procedures Manual and shall govern the matters addressed therein; provided, however, that a procurement for which a solicitation was issued before the effective date of this Resolution may be completed in accordance with the procedures in effect when the solicitation was issued.

Section 2.2. Relationship to Bylaws, Ordinances, Resolutions, and Applicable Law.

(a) The Manual shall be construed consistently with the Bylaws of the District, the ordinances and resolutions of the Board, and applicable

Federal and State law, and nothing in the Manual amends or repeals any of them. In the event of a conflict between the Manual and the Bylaws, an ordinance or resolution of the Board, or applicable law, the Bylaws, ordinance, resolution, or law shall control, and the Manual shall apply to the extent not inconsistent therewith.

(b) Without limiting subsection (a), nothing in the Manual, including the dollar thresholds and approval references in its Procurement section, enlarges, delegates, or otherwise modifies the contracting, purchasing, or expenditure authority of the CEO/Harbormaster or of any other officer or employee of the District beyond the limits established by the Board in the Bylaws or by resolution, or dispenses with any approval of the Board required thereby.

(c) Where 2 C.F.R. Part 200, the terms and conditions of a Federal or State award, or a requirement of a pass-through entity imposes a requirement that is more restrictive than the Manual, the more restrictive requirement shall govern the affected procurement, expenditure, or record.

Section 2.3. Designation for Federal Award Purposes. The Board designates the Manual, together with the District's Records Management Handbook and Retention Schedule (as approved by Article V of this Resolution) and the District's Conflict of Interest Code, as the District's documented procurement procedures, written standards of conduct covering conflicts of interest, and financial management and internal control policies for purposes of 2 C.F.R. §§ 200.302, 200.303, and 200.318, and directs that they be maintained and made available to Federal awarding agencies, pass-through entities, auditors, and monitors upon request.

Section 2.4. Implementation. The CEO/Harbormaster is authorized and directed to implement the Manual; to require the acknowledgments and training provided for therein; to maintain the official adopted copy of the Manual, bearing the signatures of the Chair of the Board and the CEO/Harbormaster evidencing its adoption, in the records of the District; and to make the Manual available to District staff.

Section 2.5. Administrative Updates and Amendments.

(a) **Administrative Updates.** The CEO/Harbormaster, with the concurrence of District Counsel, may make clerical, formatting, and

conforming corrections to the Manual, including updates to statutory, regulatory, and grant citations; changes in position titles and in the names of software, financial institutions, vendors, and forms; and revisions to operational procedures that implement, but do not change, a policy adopted by the Board. No administrative update shall alter (i) an approval authority, signature requirement, or dollar threshold; (ii) a segregation of duties or other internal control; (iii) a provision required by 2 C.F.R. Part 200, a Federal or State award, or applicable law; or (iv) any other provision in a manner that the CEO/Harbormaster or District Counsel determines constitutes a change in policy. Each administrative update shall be identified by a revised version number and date on the cover page of the Manual, documented in a change log maintained with the Manual, and reported in writing to the Board at a regular meeting within sixty (60) days.

(b) **Amendments.** Any amendment to the Manual other than an administrative update under subsection (a) shall be adopted by resolution of the Board.

(c) **Periodic Review.** The CEO/Harbormaster shall cause the Manual to be reviewed at least once every two (2) years, and following any material change in Federal or State requirements applicable to the District's financial management or procurement, and shall present any recommended amendments to the Board.

ARTICLE III. STANDARD FORM PROFESSIONAL SERVICES AGREEMENT; DELEGATION TO DISTRICT COUNSEL

Section 3.1. Approval of Standard Form Professional Services Agreement.

(a) **Approval.** The Board hereby approves the form of the Agreement attached to this Resolution as Exhibit "B," read without the Engagement-Specific Content, as the District's standard form of professional services agreement (the "Standard Form"). Within sixty (60) days after the adoption of this Resolution, District Counsel shall prepare, and shall thereafter maintain, a master version of the Standard Form in which the Engagement-Specific Content is shown as blanks or bracketed placeholders.

(b) **Engagement-Specific Content.** “Engagement-Specific Content” means the content of the Agreement that necessarily varies with each engagement, including the identity, form of organization, and notice information of the consultant; the Scope of Services, fee schedule, compensation, Not-to-Exceed Amount, and term; the Projects and Funding Agreements referenced in the Agreement and the grant-specific provisions of Section 16 and Attachments C through C-3 of the Agreement; and any signature blocks and certifications identifying the consultant.

(c) **Professional Services.** For purposes of this Resolution, “professional services” means services of the kind described in Government Code section 53060, including architectural, engineering, environmental, land surveying, construction management, planning, financial, accounting, grant administration, information technology, and other consulting or advisory services, but does not include public works construction contracts, the purchase of goods, leases, employment agreements, or agreements for legal services, which shall be approved in such form as the Board determines.

(d) **District Counsel.** As used in this Resolution, “District Counsel” means the attorney or law firm appointed by the Board as general counsel to the District, acting through any attorney designated by that attorney or firm.

(e) **Use of the Standard Form.** From and after the effective date of this Resolution, each professional services agreement entered into by the District shall be prepared on the Standard Form, with the Engagement-Specific Content completed and such Permitted Modifications as District Counsel may approve under Section 3.2, unless the Board approves a different form for a particular engagement or District Counsel determines that a different form is required by a funding agency or is otherwise necessary or more appropriate for the engagement. For an engagement within the contracting authority of the CEO/Harbormaster, the CEO/Harbormaster may use the Standard Form or an abbreviated form approved by District Counsel.

Section 3.2. Delegation to District Counsel; Permitted Modifications.

(a) **Permitted Modifications.** District Counsel is authorized, without further action of the Board, to modify the Standard Form for any

engagement in the following respects (each, a “Permitted Modification”):

- (1) the completion, insertion, and revision of Engagement-Specific Content consistent with the business terms approved by the Board or, for an engagement within the contracting authority of the CEO/Harbormaster, by the CEO/Harbormaster;
- (2) modifications that District Counsel determines, in the exercise of professional legal judgment, are necessary or advisable to comply with, conform to, or reflect applicable Federal, State, or local law or regulation; the requirements of a Funding Agreement, pass-through entity, or awarding agency; or a judicial or administrative decision, including the addition, deletion, or revision of required contract provisions, certifications, and flow-down clauses;
- (3) the deletion or conforming revision of provisions that are inapplicable to the particular engagement, including provisions applicable only to design professionals within the meaning of Civil Code section 2782.8, provisions applicable only to engagements funded by a Federal or State award, and provisions associated with a particular funding source;
- (4) modifications of the insurance requirements of Attachment B that District Counsel, in consultation with the CEO/Harbormaster, determines are appropriate to the nature, size, and risk of the engagement, provided that any reduction of a required coverage or limit below those set forth in Attachment B shall be identified in the staff report for an engagement requiring Board approval;
- (5) modifications of the legal terms of the Standard Form, including its provisions concerning warranties, indemnification, work product, confidentiality, audit, dispute resolution, termination, and general provisions, that are negotiated with a consultant and that District Counsel determines, in the exercise of professional legal judgment, are legally appropriate and consistent with the protection of the District’s interests, other than Reserved Modifications;

(6) modifications that District Counsel determines are more protective of the District than the corresponding provisions of the Standard Form; and

(7) clerical, formatting, numbering, and cross-reference corrections, and updates to the names of agencies, forms, and citations.

(b) Reserved Modifications. The following modifications (“Reserved Modifications”) require the approval of the Board, which may be given as part of the Board’s approval of the award of the particular agreement if the Reserved Modification is identified in the staff report for that action:

(1) a limitation or cap on the consultant’s liability to the District, other than the proportionate-fault limitation applicable to design professionals under Civil Code section 2782.8;

(2) a waiver, reduction, or narrowing of the consultant’s obligation to indemnify, defend, or hold harmless the District below that provided in the Standard Form, except to the extent required by Civil Code sections 2782 or 2782.8 or other applicable law;

(3) an obligation of the District to indemnify, defend, or hold harmless the consultant or any other person;

(4) the elimination of the District’s right to terminate for convenience;

(5) an agreement to binding arbitration, or a change of governing law or venue from that provided in the Standard Form;

(6) a provision granting the consultant ownership of, or restricting the District’s use of, deliverables beyond the provisions of Section 13 of the Standard Form;

(7) an obligation of the District to pay compensation in advance of performance, a retainer, or compensation not tied to services performed; and

(8) a grant of exclusivity, a right of first refusal, or any other commitment of the District extending beyond the engagement.

(c) **Standard of Judgment; Conclusive Effect.** In exercising the authority delegated by this Section, District Counsel shall exercise independent professional judgment with the objectives of protecting the legal interests of the District, preserving the District's eligibility for and compliance with the Funding Agreements and other sources of funding, and maintaining the uniformity of the District's agreements. District Counsel's good-faith determination that a modification is a Permitted Modification shall be conclusive as to the authority of the CEO/Harbormaster to execute an agreement containing it.

(d) **Approval as to Form.** District Counsel's approval as to form of each agreement prepared on the Standard Form, which may be given by electronic mail, shall be obtained before execution and retained in the contract file.

Section 3.3. Effect on Future Board Approvals. Whenever, after the effective date of this Resolution, the Board approves the award of a professional services agreement or authorizes its execution, the Board's action shall be deemed to approve an agreement on the Standard Form, with Engagement-Specific Content consistent with the business terms approved by the Board and with such Permitted Modifications as District Counsel may approve, and the CEO/Harbormaster shall be authorized to execute the agreement in that form without further action of the Board, unless the Board expressly provides otherwise.

Section 3.4. No Award; No Third-Party Rights. Approval of the Standard Form does not authorize the award of any contract, appropriate any funds, create any right in any consultant or other person, or modify the contracting or expenditure authority of the CEO/Harbormaster under the Bylaws of the District. The Standard Form is not a contract of the District until it has been completed, approved as to form by District Counsel, and executed pursuant to an award authorized in accordance with the Bylaws of the District and applicable law.

Section 3.5. Maintenance and Review of Standard Form. District Counsel shall maintain the master version of the Standard Form; shall incorporate into it Permitted Modifications of general application, including modifications required by changes in law or in funding requirements; and

shall report such modifications in writing to the Board at a regular meeting within sixty (60) days. District Counsel shall review the Standard Form at least once every two (2) years and shall present to the Board for approval any revision that District Counsel recommends and that is not a Permitted Modification.

ARTICLE IV. PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.

Section 4.1. Confirmation of Agreement Negotiated Pursuant to Resolution No. 2026-15. The Board confirms that the Agreement attached to this Resolution as Exhibit “B” is the professional services agreement contemplated by Resolution No. 2026-15; that the Services described in Attachment A to the Agreement are the construction design services for which Consultant was selected by that Resolution; that the Agreement is materially consistent with the Request for Proposals, Consultant’s proposal, the scope of services reviewed by the Board, and the budgetary authority of the District as established by the Board; and that District Counsel has reviewed and approved the Agreement as to form. To the extent that Section 5 of Resolution No. 2026-15 would otherwise require the Agreement, or any term of it, to be returned to the Board for further direction, the Board hereby approves the Agreement in the form attached, with an aggregate Not-to-Exceed Amount of Six Hundred Fifteen Thousand One Hundred Twenty Dollars (\$615,120) payable from the Funding Agreements and District matching funds. The CEO/Harbormaster is authorized to execute the Agreement pursuant to Resolution No. 2026-15 and this Resolution, with such changes as District Counsel may approve that do not increase the Not-to-Exceed Amount or materially alter the Scope of Services, and no further action of the Board is required for its execution.

Section 4.2. Conditions; Administration.

(a) Before executing the Agreement, the CEO/Harbormaster shall obtain Consultant’s executed Certification Regarding Lobbying (Attachment C-1) and shall confirm that the verification of Consultant’s eligibility described in the recitals of this Resolution is current. Before issuing any notice to proceed, the CEO/Harbormaster shall obtain and approve the certificates and endorsements of insurance required by Attachment B.

(b) The CEO/Harbormaster is authorized to take such actions as are necessary or appropriate to administer the Agreement in accordance with its terms and the Funding Agreements, including the submission of the Agreement to Cal OES, MARAD, and the State Coastal Conservancy for any review or concurrence required by the Funding Agreements, and the issuance of notices to proceed.

Section 4.3. Amendments; Reserved Authority of the Board.

(a) Consistent with Sections 1 and 3.3 of the Agreement and Section 5 of Resolution No. 2026-15, any change or addition to the Scope of Services and any increase in the Not-to-Exceed Amount shall require the prior approval of the Board.

(b) The CEO/Harbormaster may, with the approval of District Counsel as to form, execute amendments to the Agreement that (i) extend the time for performance of the Services without additional compensation; (ii) update notice information, key personnel, or references to the Funding Agreements; (iii) incorporate additional or revised contract provisions required by a Funding Agreement or by Federal or State law; or (iv) make other administrative changes that do not alter the Scope of Services, the compensation or Not-to-Exceed Amount, the term, or the allocation of risk between the parties.

(c) Nothing in this Resolution modifies the limits on the contracting or expenditure authority of the CEO/Harbormaster established by the Bylaws of the District or by other action of the Board.

Section 4.4. Determinations for Federal Award Purposes. The Board determines that (a) a time-and-materials type contract with a ceiling price is the only suitable type of contract for the Services, for the reasons stated in the recitals of this Resolution, as required by 2 C.F.R. § 200.318(j); and (b) the Agreement contains the contract provisions required by Appendix II to 2 C.F.R. Part 200 and by the Funding Agreements. The CEO/Harbormaster shall cause the documentation supporting these determinations to be retained in the procurement file for the Agreement in accordance with 2 C.F.R. § 200.318(i) and the amended Handbook.

ARTICLE V. RECORDS MANAGEMENT HANDBOOK AND RETENTION SCHEDULE

Section 5.1. Approval of Amended Handbook. The Board hereby approves the amended Records Management Handbook and Retention Schedule in substantially the form attached to this Resolution as Exhibit “C.” The amended Handbook supersedes and replaces the Handbook adopted February 3, 2020, and shall govern the management, retention, and disposition of all records of the District from and after the effective date of this Resolution.

Section 5.2. Adoption of Records Retention Schedule. Pursuant to Government Code section 60201(b)(2), the Board hereby adopts the Records Retention Schedule set forth in the amended Handbook as the record retention schedule of the District. The Board finds that the Records Retention Schedule (a) complies with the guidelines provided by the Secretary of State pursuant to Government Code section 12236; (b) classifies all records of the District by category and specifies the retention period applicable to each category; and (c) establishes a standard protocol for the destruction of records, which the District shall follow.

Section 5.3. Findings Regarding Destruction of Records. The Board finds that the retention periods and the standard destruction protocol set forth in the amended Handbook are appropriate to the operational, fiscal, and legal needs of the District, and that the destruction or disposition of District records in accordance with the amended Handbook is consistent with the interests of the District and of the public. Nothing in this Resolution or the amended Handbook authorizes the destruction of any record described in Government Code section 60201(d) except as permitted by that section, or of any record that is the subject of a pending claim, litigation, litigation hold, audit, investigation, or request under the California Public Records Act, or that is subject to a retention or access requirement of a Federal or State award.

Section 5.4. Authorization to Destroy Records. The CEO/Harbormaster, or the CEO/Harbormaster’s designee, is hereby authorized to destroy or dispose of District records in accordance with the amended Handbook, including its Records Retention Schedule and standard destruction protocol, without further action of the Board. Pursuant to Government Code section 60200, the CEO/Harbormaster or designee is further authorized to destroy or dispose of, at any time, any duplicate record, paper, or document the original

or a permanent photographic record of which is in the files of any officer or department of the District.

Section 5.5. Reproduced Records. Pursuant to Government Code section 60203, the CEO/Harbormaster or designee is authorized to destroy any District record that is not expressly required by law to be filed and preserved, other than a record described in Government Code section 60201(d), that has been reproduced by photographic, electronic imaging, or other method in a trusted system that meets the standards of Government Code section 12168.7, provided that the reproduction accurately and completely reproduces the original in all details, does not permit additions, deletions, or changes to the original document image, and is placed in conveniently accessible files with provision made for preserving, examining, and using the reproduction. Each such reproduction shall be deemed an original record for all purposes.

Section 5.6. Implementation Authority. The CEO/Harbormaster is authorized and directed to implement the amended Handbook; to designate the District officers and employees responsible for the retention, protection, and destruction of District records in accordance with the amended Handbook; and, with the concurrence of District Counsel, to make such clerical, formatting, and conforming corrections to the amended Handbook, including updates to statutory and regulatory citations, as do not materially alter the categories of records, retention periods, or destruction protocol approved by the Board. Any material amendment to the Records Retention Schedule shall be adopted by resolution of the Board.

ARTICLE VI. GENERAL

Section 6.1. CEQA. The Board finds that (a) the adoption of the Manual, the approval of the Standard Form, the delegation of authority to District Counsel, and the approval of the amended Handbook are not a project within the meaning of CEQA pursuant to State CEQA Guidelines section 15378(b)(5) because they are organizational or administrative activities of the District that will not result in a direct or indirect physical change in the environment; and (b) confirmation of the Agreement is not an approval of the Projects and does not commit the District to a definite course of action with respect to their construction, and the District will complete any environmental review required by CEQA before approving construction of the Projects (State CEQA Guidelines sections 15004(b) and 15262).

Section 6.2. Severability. If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application 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.

Section 6.3. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED, ADOPTED AND SIGNED this 14th day of October, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rick Shepherd
Chair, Board of Harbor Commissioners
Crescent City Harbor District

ATTESTED:

Gerhard Weber,
Secretary and Commissioner, Board of Harbor Commissioners
Crescent City Harbor District

EXHIBIT “A”

**FINANCE & ADMINISTRATION POLICIES AND PROCEDURES
MANUAL**

(Updated October 2026, Version 3.2)

[Download]

[https://www.ccharbor.com/files/05b7b0211/CCHD_Finance_and_Admin_Manual - Plotz Redline v3.2.pdf](https://www.ccharbor.com/files/05b7b0211/CCHD_Finance_and_Admin_Manual_-_Plotz_Redline_v3.2.pdf)

EXHIBIT “B”

PROFESSIONAL SERVICES AGREEMENT

**BETWEEN THE CRESCENT CITY HARBOR DISTRICT AND
KIMLEY-HORN AND ASSOCIATES, INC.**

**(with Attachments A, B, C, C-1, C-2, and C-3; also the Standard Form
Professional Services Agreement approved by Article III)**

[Download]

[https://www.ccharbor.com/files/9a4d5c9a2/Prof Svcs Agmt District Response to KH Edits RP Edits 2026.10.09.pdf](https://www.ccharbor.com/files/9a4d5c9a2/Prof_Svcs_Agmt_District_Response_to_KH_Edits_RP_Edits_2026.10.09.pdf)

EXHIBIT “C”

**RECORDS MANAGEMENT HANDBOOK AND RETENTION
SCHEDULE**

(Adopted February 3, 2020; Amended October 14, 2026)

[Download]

[https://www.ccharbor.com/files/9bfcf9bf9/CCHD_Records_Mgmt_Handbook -
_rp-ver2 - 2026.10.09.pdf](https://www.ccharbor.com/files/9bfcf9bf9/CCHD_Records_Mgmt_Handbook_-_rp-ver2_-_2026.10.09.pdf)

Summary of revisions that were made to each document.

Agreement for Professional Services template and Exhibit C to the Agreement

The changes to the agreement are as follows:

- Defined what “in writing” means per Cal OES request.
- Added Automobile and Workers Compensation Insurance requirements to the current template, pulling from a previous CCHD Contract. These requirements are also applicable to certain Federal and State grants.
- Added definitions in the Confidentiality section from previous contracts.
- Added necessary language regarding the System for Award Management (SAM.gov) and debarment and suspension as required by Cal OES.
- Added language addressing termination for cause or convenience, including required actions following termination.
- Added a Safe Harbor Clause from previous iterations of CCHD contracts, identifying applicable grant or funding agreements and incorporating required funding terms and provisions into the contract by reference.
- Added additional nondiscrimination clauses applicable to PIDP and other Federal grants.
- Added a date line under the signatures.
- Exhibits include all pass down federal requirements to contractors being paid from grant funds and/or working on grant funded projects.

Finance & Administration Policies and Procedures Manual

The sections updated in this amendment are the Introduction, Cash Management, Procurement, and Records Management. Specific additions or revisions are:

- The Introduction adds language clarifying that subcontracts include all applicable federal provisions.
- The Procurement section adds four new subsections: Solicitation and Competition, Procurement Dispute Resolution, Documentation, and Contract Administration.
 - The Procurement introduction now addresses compliance with applicable federal and state procurement requirements, including 2 CFR Part 200.
 - Procurement procedures from previously approved District procurement documents were incorporated to clarify purchasing thresholds, approval requirements, and competitive or noncompetitive procurement methods applicable at different dollar amounts.
 - The Solicitation and Competition subsection further establishes requirements for open competition, solicitation of bids or quotes, and vendor selection.

- The Ethics Statement was amended to include the Procurement Code of Conduct to support fair and ethical procurement practices.
- The Procurement Dispute Resolution subsection establishes procedures for addressing disputes related to District procurements.
- The Documentation subsection establishes requirements for maintaining adequate procurement records and supporting documentation.
- The Contract Administration subsection establishes procedures for oversight and proper documentation throughout the contract period.
- Under Records Management the sections Monitoring & Reporting Performance Period and Documentation of Contractor Eligibility were added
 - The Monitoring & Reporting section establishes procedures for oversight and completion of applicable federal award reporting and closeout requirements.
 - The Documentation of Contractor Eligibility section formalizes the process for verifying prospective vendors through SAM.gov before contract award or execution and retaining documentation of that verification.

Records Management Handbook and Retention Schedule

The proposed amendments are shown in the attached manual in red text.

The primary addition is a new Federal Award Records section. This section specifies that records supporting Federal awards and grant-funded activities must be retained in accordance with applicable Federal requirements. These records include financial records, supporting documentation, procurement and contract records, invoices, reimbursement and match documentation, reports, and other records supporting administration of a Federal award.

The amended policy establishes a minimum retention period of three years after submission of the final financial report for the applicable Federal award. A longer retention period applies when required by the terms of the award, applicable State or local law or regulation, or another provision of the District's Records Management Handbook and Retention Schedule.

The amendment also clarifies that Federal award records may not be destroyed while an audit, monitoring, compliance review, litigation, claim, investigation, or other matter involving those records remains unresolved.

The handbook was also updated to provide an Electronic/Digital Security Policy addressing the management and protection of District information assets. The policy applies to paper and electronic records, stored and transported data, hardware, software, and establishes guidance for asset inventory, change and

configuration management, cybersecurity threat and vulnerability management.

The policy recognizes the District's existing practices for managing authorized devices and monitoring its network, while establishing procedures for identifying and assessing cybersecurity threats and vulnerabilities as District systems and projects change. It also provides for the use of outside cybersecurity expertise, as appropriate, to assist with monitoring threats and vulnerabilities affecting District digital systems and assets.

The handbook further clarifies the treatment of electronic communications for records-management purposes. Communications that document substantive District actions or decisions are to be preserved as District records, while routine or transitory communications may be disposed of after their temporary administrative value has ended.

The Federal Award Records addition directly addresses the Cal OES advisory recommendation. The Electronic/Digital Security Policy revisions were incorporated at the same time to provide the District with a framework for managing both physical and electronic records.



- 6. Consider and adopt Resolution No. 2026-19 approving the Hoist and Dock Lease with Dandy Fish Company, Inc. and Long Fisheries Inc. for the premises at 100 Neptune Way; authorizing the CEO/Harbormaster, with District Counsel's approval as to form, to finalize and execute the lease with nonsubstantive changes; and adopting the lease as the District's Standard Form Hoist and Dock Lease, with authority for District Counsel, in consultation with the CEO/Harbormaster, to adapt it for Caito Fisheries, LCZ Unloaders, and other hoist operators to promote a fair and consistent lease structure, subject to Board approval of future leases and material departures except as otherwise separately authorized.**

Public Comment?



To: Board of Harbor Commissioners

From: Mike Rademaker, CEO/Harbormaster

Date: October 9, 2026 (for the Regular Meeting of October 14, 2026)

Subject: Resolution No. 2026-19 - Approval of the Dandy Fish Company and Long Fisheries Hoist and Dock Lease and Adoption of a Standard Form Hoist and Dock Lease

Recommended Action

Adopt Resolution No. 2026-19, which in a single action:

- approves the revised Hoist and Dock Lease with Dandy Fish Company, Inc. and Long Fisheries Inc. for 100 Neptune Way (Article II);
- authorizes the CEO/Harbormaster, with District Counsel's approval as to form, to finalize and execute that lease with nonsubstantive changes, and to administer it within the limits stated in the resolution (Article II); and
- adopts the general lease form as the District's Standard Form Hoist and Dock Lease and authorizes District Counsel, in consultation with the CEO/Harbormaster, to adapt it for Caito Fisheries, LCZ Unloaders, and other hoist operators, while preserving the Board's approval authority over future leases and material departures (Article III).

Background

The proposed lease provides for continued fish offloading and processing at 100 Neptune Way. The Board is also being asked to establish a common lease framework for other hoist operators. A standard form will allow District Counsel and staff to prepare leases using consistent provisions for payment, permitted use, compliance, maintenance, insurance, indemnification, default, and surrender. Each lease can then be adapted to its actual premises and operations, with the Board retaining its authority over the transaction and material departures.

Why One Resolution

The proposed action combines approval of the specific Dandy/Long lease with adoption of the general form as a model. It follows the approach proposed in Resolution No.

2026-18 for the professional services agreement: the Board approves the transaction and standard framework, Counsel may make defined legal and technical adaptations, and material business decisions remain with the Board.

The Lease and What the Resolution Does

1. Approval of the Dandy and Long lease

Article II approves the lease in substantially the form attached as Exhibit A. The principal terms are:

- Tenants: Dandy Fish Company, Inc., a California corporation, and Long Fisheries Inc., an Oregon corporation. Each is jointly and severally liable for the entire rent and all other lease obligations.
- Premises and use: the buildings and surrounding area described in Section 2.1, exclusive use of two hoist areas and the truck pit at 100 Neptune Way, for fish offloading and processing.
- Term and initial rent: November 1, 2026, through October 31, 2031; initially \$3,000 per hoist per month, totaling \$6,000 per month. Rent commences on the later of November 1, 2026, or Board approval. Monthly Minimum Rent means the base monthly Rent, excluding poundage fees and other charges. Poundage fees under the District's Fee Schedule are additional.
- Annual rent adjustments: beginning November 1, 2028, and each November 1 thereafter during the term, the then-current Monthly Minimum Rent increases by the greater of 2% or the arithmetic average of seven annual changes in the CPI-U, West Region, All Items, not seasonally adjusted (1982-84 = 100), BLS Series CUUR0400SA0. Section 4.7 uses the seven most recent completed calendar years with published annual-average data as of the adjustment date, with each change measured against the preceding year and negative changes included.

The unrounded percentage is applied to the aggregate monthly rent, and the resulting rent is rounded to the nearest cent. Later BLS publications do not trigger a true-up, arrearage, or reconciliation of that adjustment. The example in the lease averages seven rates of 3%, 4%, 5%, 3%, 2%, 1%, and 2% to approximately 2.86%; the underlying unrounded average controls the calculation. Section 4.7 also addresses a comparable successor index.

- Property insurance: Tenant must maintain fire and extended coverage casualty insurance for the Premises buildings and insurable improvements at 100% replacement cost, excluding land, with the District named as loss payee as its interest may appear. Tenant must also insure its own fixtures and personal property at 100% replacement cost. Sections 2.6 and 7.2(d) place procurement of this coverage on Tenant.
- Pollution insurance: Section 7.2(e) requires premises pollution coverage of at least \$2 million for each claim or pollution condition, or each occurrence if written on an occurrence basis, and \$2 million aggregate for each annual policy period. Coverage addresses bodily injury, property damage, cleanup, natural resource

damages, and defense costs from sudden or gradual pollution associated with Tenant's operations, including discharges to harbor waters. It must continue during the term and for 60 months after expiration or earlier termination.

Claims-made pollution coverage must have a retroactive date no later than commencement and preserve continuous protection. A runoff policy or extended reporting arrangement may satisfy the 60-month requirement only if District Counsel and the CEO/Harbormaster, consulting the District's insurance adviser, determine in writing that it preserves the required coverage, limits, and duration, including protection for lease-period conditions first discovered or claims first made during that period.

- Other obligations: tenant responsibilities for the specified taxes, utilities, maintenance, repairs, regulatory compliance, indemnification, and other insurance. The general liability and pollution policies provide additional-insured protection, the property policy provides loss-payee protection, and the required policies include waiver-of-subrogation protection for the District.

The lease does not provide a security deposit, renewal option, or right to hold over. Those terms are not added by the resolution. The lease also provides for satisfaction of the limited right of first refusal held by Alaska Ice Seafoods Inc., doing business as Fathom Seafood. Before execution, Counsel will need to confirm that any consent, acknowledgment, or evidence of authority needed to give effect to that provision is documented.

2. Finalization and execution without another Board vote

Sections 2.1 through 2.3 authorize the CEO/Harbormaster to execute the approved lease after District Counsel approves the final document as to form. Counsel and the CEO/Harbormaster may correct typographical and drafting errors, formatting, numbering, cross-references, citations, and administrative information, and clarify wording without changing its substantive effect. They may also complete the actual execution date and accurately document the premises already approved by the Board.

The limit is substantive effect. The delegation does not permit changes to rent, the rent adjustment formula or timing, or other economic terms; the tenant parties; the premises or use rights; commencement or expiration dates; renewal rights; the right-of-first-refusal arrangement; or material maintenance, insurance, indemnity, termination, or other risk provisions. This includes material changes to the property or pollution insurance requirements and their duration. A material change must return to the Board even if proposed as a legal correction or as additional protection for the District.

Counsel's written approval, which may be given by email, and a record of final changes will be retained in the lease file. Section 2.4 permits administration and later written amendments under the same nonsubstantive standard. It does not authorize forgiveness of accrued rent, release of a tenant, or a material amendment. This identifies the nonsubstantive amendments the CEO/Harbormaster may approve under Section 12.13 of the lease.

3. Adoption and adaptation of the standard form

Article III adopts the general lease form without Lease-Specific Content. Counsel will prepare a master version within 60 days, using blanks or optional provisions for such matters as the tenant, property description, hoist count, initial rent, first rent adjustment date, other transaction dates, and permitted use. The annual adjustment method in Section 4.7 and tenant insurance requirements in Sections 2.6 and 7.2 remain the Standard Form baseline. Departures from the adjustment method and material insurance changes require Board approval.

The provisions addressing Fathom's existing right of first refusal and Dandy's authority to resolve cotenant disputes are excluded from the general form. Joint and several liability will ordinarily be retained for multiple tenants, subject to the resolution's reservation of Board authority, and conformed for a single tenant.

Counsel, working with the CEO/Harbormaster, may prepare and negotiate future leases, conform legal requirements, remove inapplicable provisions, adapt insurance terminology while preserving the material coverage and protections required by the Standard Form, and make permitted legal and technical refinements. The Board retains approval of each future lease and its business terms except where authority has been separately and expressly delegated. Approval of the model alone does not award leases to Caito, LCZ, or any other operator, and does not change existing leases.

Reserved Modifications require express Board approval. These include material changes to liability or indemnity, insurance coverage, limits, duration, or allocation of responsibility; additional District maintenance or capital obligations; weaker default or termination rights; new renewal or priority rights; binding arbitration; and other material departures. Rent and the adjustment formula and timing also remain Board-reserved business terms. A departure may be approved with the particular lease if identified and explained in its staff report; it does not require a separate action on the master form.

4. Fair and consistent treatment of hoist operators

Section 3.4 calls for comparable protections and obligations for similarly situated operators. Differences must be supported by relevant circumstances, such as the number and capacity of hoists, premises size and condition, access, permitted operations, term, and maintenance responsibilities. Material departures and material differences in economics or obligations among comparable operators must be explained to the Board.

The resolution therefore establishes a common framework without automatically extending the Dandy/Long initial rental amount or transaction-specific rights to every operator. Applicable nondiscrimination and public-trust requirements continue to apply. The master form will be maintained with a version date and change log; generally applicable updates will be reported to the Board within 60 days, and the form will be reviewed at least every two years.

Environmental Review

Section 4.1 finds approval of the lease categorically exempt under State CEQA Guidelines section 15301, Class 1 (Existing Facilities). The lease continues fish

offloading and processing at the existing buildings, two hoist areas, truck pit, and associated premises at 100 Neptune Way, involving negligible or no expansion of existing use. The resolution does not approve new construction or expansion of use. Section 8.2 of the lease preserves the requirements for Landlord consent and applicable permits for alterations.

The resolution includes a Board finding, based on the record before it, that no exception under State CEQA Guidelines section 15300.2 applies.

Adoption of the Standard Form and the administrative delegation, standing alone, do not authorize physical changes and are not a project under State CEQA Guidelines section 15378(b)(5). Future leases, physical work, or proposed expansions remain subject to any required environmental review and permits before approval.

Fiscal Impact

The following minimum-rent illustration assumes rent commences November 1, 2026, performance continues throughout the scheduled 60-month term, and each annual adjustment is the 2% floor. There is no November 2027 increase; the initial term includes three adjustments, on November 1 in 2028, 2029, and 2030. Each adjusted aggregate monthly rent is rounded to the nearest cent.

Period	Monthly Minimum Rent	Rent for Period
November 2026 - October 2027	\$6,000.00	\$72,000.00
November 2027 - October 2028	\$6,000.00	\$72,000.00
November 2028 - October 2029	\$6,120.00	\$73,440.00
November 2029 - October 2030	\$6,242.40	\$74,908.80
November 2030 - October 2031	\$6,367.25	\$76,407.00

Total base rent at the 2% floor is \$368,755.80, or \$8,755.80 more than the \$360,000 flat-rent total under the prior draft. Rent will be higher if the applicable seven-year CPI average exceeds 2% at an adjustment date. These are gross contractual base-rent amounts before District expenses and do not quantify any increase over revenue under the interim agreement. Poundage fees and other charges are additional; the lease alone does not establish the amount of those receipts.

The revised lease assigns procurement of premises fire and casualty insurance and the specified pollution insurance to Tenant. The District retains its other responsibilities under the approved lease. Adopting and maintaining the Standard Form requires staff and legal time but does not itself appropriate funds or authorize additional leases. Future leases and material departures will be presented with their own fiscal implications when Board approval is required.

Attachments

- Resolution No. 2026-19, with Exhibit A - Hoist and Dock Lease between the Crescent City Harbor District, Dandy Fish Company, Inc., and Long Fisheries Inc.

RESOLUTION NO. 2026-19

A RESOLUTION OF THE CRESCENT CITY HARBOR DISTRICT APPROVING A HOIST AND DOCK LEASE WITH DANDY FISH COMPANY, INC. AND LONG FISHERIES INC. FOR 100 NEPTUNE WAY; AUTHORIZING FINALIZATION AND EXECUTION WITH NONSUBSTANTIVE CHANGES; AND ADOPTING A STANDARD FORM HOIST AND DOCK LEASE WITH AUTHORITY FOR DISTRICT COUNSEL TO ADAPT IT FOR OTHER HOIST OPERATORS

WHEREAS, the Crescent City Harbor District ("District") is an independent special district organized and existing under Sections 6000 et seq. of the Harbors and Navigation Code, and the Board of Harbor Commissioners ("Board") is the legislative body of the District; and

WHEREAS, Harbors and Navigation Code sections 6074 and 6078 authorize the District to lease property and take actions necessary and convenient to the exercise of its powers, subject to applicable law and restrictions governing District property; and

WHEREAS, the District and Dandy Fish Company, Inc., a California corporation, and Long Fisheries Inc., an Oregon corporation (collectively, "Tenant"), propose to enter into the Hoist and Dock Lease presented as Exhibit "A" (the "Lease") for continued fish offloading and processing at 100 Neptune Way, Crescent City, California; and

WHEREAS, the Lease provides for a five-year term beginning November 1, 2026, and ending October 31, 2031; initial monthly rent of \$3,000 per hoist, totaling \$6,000 for two hoists, with annual adjustments under Section 4.7 beginning November 1, 2028; additional poundage fees under the District's Fee Schedule; tenant-maintained property and pollution insurance; and joint and several liability of the two tenants for all obligations under the Lease; and

WHEREAS, the Board desires to approve the Lease and authorize the CEO/Harbormaster, with District Counsel's approval as to form, to finalize and execute it with nonsubstantive changes that implement the Board's approval without changing the approved business terms or material rights and obligations; and

WHEREAS, the Board also desires to adopt the general form of the Lease, excluding its transaction-specific content, as the District's Standard Form Hoist and Dock Lease for use and adaptation by District Counsel for leases with Caito Fisheries, LCZ Unloaders, and other hoist operators, to promote a fair and consistent lease structure across competing lessees; and

WHEREAS, a consistent lease structure should provide comparable legal protections and obligations for similarly situated operators while allowing differences justified by the premises, facilities, operations, term, or other relevant circumstances, subject to applicable law and the Board's approval authority; and

WHEREAS, the authority delegated by this Resolution is administrative, legal, and technical in character, is governed by the standards and limitations stated herein, and does not delegate the Board's legislative or policy-making functions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF HARBOR COMMISSIONERS OF THE CRESCENT CITY HARBOR DISTRICT THAT:

ARTICLE I. GENERAL PROVISIONS

Section 1.1. Recitals. The foregoing recitals are incorporated into this Resolution by this reference.

Section 1.2. Exhibit. Exhibit "A" is the 19-page Hoist and Dock Lease between the District, Dandy Fish Company, Inc., and Long Fisheries Inc., revised October 9, 2026.

Section 1.3. District Counsel. "District Counsel" means the attorney or law firm appointed by the Board as general counsel to the District, acting through an attorney designated by that attorney or firm.

ARTICLE II. APPROVAL AND EXECUTION OF THE LEASE

Section 2.1. Approval of Lease. The Board hereby approves the Lease in substantially the form presented as Exhibit "A," including its annual rent adjustments and revised tenant property and pollution insurance requirements, together with the other business terms and allocation of responsibilities stated therein. These substantive revisions are included in the Board's approval of the exhibit. This approval satisfies the Board-approval condition in Section 1.1 of the Lease. The CEO/Harbormaster is authorized to finalize and execute the Lease on behalf of the District, subject to District Counsel's approval as to form and the limitations of this Article.

No further Board action is required for execution of a Lease that complies with this approval.

Section 2.2. Nonsubstantive Finalization.

- (a) District Counsel and the CEO/Harbormaster are authorized, without further Board action, to make nonsubstantive changes necessary or appropriate to complete the Lease, correct clerical or drafting errors, eliminate inconsistencies, clarify language without changing its substantive effect, and conform the document to the Board's action. Such changes may include formatting, numbering, cross-references, citations, administrative contact information, signature information, the actual date of execution, and descriptions or exhibits that accurately document the premises and rights already approved by the Board.
- (b) A change is nonsubstantive only if it does not change a Board-approved business term or materially alter a party's rights, obligations, or allocation of responsibility, liability, or risk. Further Board approval is required for a substantive change affecting the actual identity of either tenant; the premises, number of hoists, exclusive-use areas, or permitted use; rent, including its adjustment formula or timing, fees, credits, deposits, or other economic terms; commencement or expiration dates or duration; renewal, extension, or holdover rights; the disposition of the existing right of first refusal; or the material rights and obligations concerning maintenance, improvements, casualty, indemnification, insurance, default, termination, assignment, or surrender. Completing the execution date does not authorize changing the term or rent commencement provisions.
- (c) A change that materially alters the approved transaction requires Board approval even if proposed to comply with law or to increase protection of the District. The broader authority to adapt the Standard Form for future leases under Article III does not enlarge the authority to change the Lease approved by this Article.

Section 2.3. Approval as to Form and Execution Records. District Counsel's approval as to form of the final Lease shall be obtained before execution and retained in the lease file; that approval may be documented by signature or electronic mail. The CEO/Harbormaster shall confirm the tenants' authorized signatures and administrative information, retain the final executed Lease and a record of changes from the Board-approved exhibit, and obtain the insurance documentation required by the Lease when due. Before execution, District Counsel shall confirm that any consent,

acknowledgment, or evidence of authority necessary to implement Section 1.2 of the Lease concerning the existing right of first refusal has been obtained.

Section 2.4. Administration and Amendments. The CEO/Harbormaster is authorized to administer the Lease in accordance with its terms and existing District authority and, with District Counsel's approval as to form, to execute written amendments limited to nonsubstantive changes meeting Section 2.2. Each amendment shall be signed as required by Section 12.13 of the Lease. This authority does not permit the waiver of accrued rent or other amounts due, the release of either tenant from liability, or a material amendment without further Board approval. Exercise of a right expressly provided by the Lease remains subject to the District's applicable approval requirements.

ARTICLE III. STANDARD FORM HOIST AND DOCK LEASE

Section 3.1. Adoption and Scope of the Standard Form.

- (a) The Board approves the general form of the Lease in Exhibit "A," read without Lease-Specific Content, as the District's Standard Form Hoist and Dock Lease ("Standard Form"). The Standard Form shall be the starting point for proposed new or replacement hoist leases with Caito Fisheries, LCZ Unloaders, and other hoist operators. It applies to hoist and associated dock or shoreside premises leases; it does not establish a standard form for unrelated categories of District leases.
- (b) "Lease-Specific Content" means content that varies with a particular transaction, including tenant identities and organizational forms; notice and signature information; prior and interim lease history; premises descriptions, maps, buildings, land area, hoists, truck pits, and access or exclusive-use areas; initial rent, fees, deposits, commencement and expiration dates, the first rent adjustment date, duration, and permitted uses; and any separately approved allocation of operational responsibilities.
- (c) Lease-Specific Content also includes Recital D and Section 1.2 concerning the limited right of first refusal held by Alaska Ice Seafoods Inc., doing business as Fathom Seafood, and the portion of Section 2.4 granting Dandy Fish Company, Inc. authority to resolve disputes between the cotenants. Those provisions are specific to the approved transaction and are not general provisions to be carried into other leases. Joint and several liability provisions shall ordinarily be retained for a multiple-tenant lease, subject to Section 3.3, and may be conformed for a single-tenant lease without releasing an existing obligor.

- (d) Within sixty (60) days after adoption of this Resolution, District Counsel, in consultation with the CEO/Harbormaster, shall prepare a master Standard Form using blanks or bracketed placeholders for Lease-Specific Content and appropriate optional provisions for different premises or tenancy arrangements.
- (e) The annual rent adjustment method in Section 4.7 of the Lease and the tenant insurance requirements in Sections 2.6 and 7.2 shall be retained as the Standard Form baseline, subject to the Board's authority under Section 3.3. Transaction-specific initial rent and the first adjustment date may be completed as Lease-Specific Content; that authority does not permit a departure from the adjustment method or a material change in the insurance requirements without Board approval.

Section 3.2. Delegation to District Counsel and CEO/Harbormaster.

- (a) District Counsel, in consultation with the CEO/Harbormaster, is authorized to prepare and negotiate proposed hoist leases on the Standard Form. Proposed business terms and material departures may be developed for presentation to the Board; this authority to prepare and negotiate does not itself authorize their approval or execution.
- (b) Subject to Section 3.3, District Counsel may approve the following modifications without separate Board approval of the form ("Permitted Modifications"):
 - (1) Complete Lease-Specific Content consistently with the business terms approved by the Board or under a separate, applicable delegation of authority.
 - (2) Conform provisions to applicable federal, state, or local law, judicial or administrative decisions, permits, or funding requirements, and remove or revise provisions that do not apply to the premises, operations, or tenancy.
 - (3) Adapt insurance terminology, forms, and endorsements to the relevant risks and policy types, in consultation with the CEO/Harbormaster, while preserving the material coverage and protections required by the Standard Form and the Board's approval.
 - (4) Negotiate legal, administrative, and technical refinements that District Counsel determines are appropriate to the transaction, consistent with the District's interests and the fairness standards in Section 3.4, and do not constitute a Reserved Modification or materially alter the business terms approved by the Board.

- (5) Make provisions more protective of the District, provided the change is consistent with Section 3.4 and does not affect a matter reserved to the Board; and correct clerical, drafting, formatting, numbering, cross-reference, and citation errors.
- (c) District Counsel shall exercise independent professional legal judgment within the limits of this Resolution. District Counsel's written determination that a change is permitted, together with the CEO/Harbormaster's concurrence, may be relied upon to finalize the document, but does not enlarge delegated authority or replace any required Board approval. Approval as to form shall be obtained before execution and retained in the lease file.

Section 3.3. Matters Reserved to the Board.

- (a) The Board retains approval of each future lease and its business terms except to the extent separately and expressly delegated under existing District authority. Business terms include the tenant, premises and rights granted, permitted use, rent and other charges, the rent adjustment formula and timing, deposits or security, credits or abatements, commencement and expiration dates, duration, renewal or extension rights, and material District expenditures or obligations.
- (b) The following departures from the Standard Form ("Reserved Modifications") require express Board approval:
 - (1) A limitation or cap on a tenant's liability to the District; a material waiver, reduction, or narrowing of tenant indemnification or defense obligations; an obligation for the District to indemnify or defend a tenant or another person; or release of an existing tenant or other obligor from liability.
 - (2) A material change in required insurance coverage, limits, duration, allocation of responsibility, or protections for the District, including additional-insured, loss-payee, primary-coverage, and waiver-of-subrogation protections where applicable.
 - (3) A material shift to the District of responsibility or cost for maintenance, repair, improvements, dredging, environmental compliance, casualty, restoration, or surrender, or a material reduction in a tenant's corresponding responsibilities.
 - (4) A material restriction of the District's inspection, default, termination, enforcement, or assignment-consent rights, or a material expansion of a tenant's termination or continued-possession rights.

- (5) A new right of first refusal, priority to lease other facilities, purchase option, renewal or extension option, or exclusivity beyond the specifically approved premises and use rights.
 - (6) Binding arbitration; governing law other than California law; or a requirement to litigate outside Del Norte County.
 - (7) Any other material departure that changes a Board-approved policy or materially alters the economic terms, property rights, or allocation of risk approved by the Board.
- (c) A Reserved Modification may be approved as part of the Board's approval of the particular lease or amendment if it is identified and explained in the staff report. No separate Board action on the master Standard Form is required for an expressly approved transaction-specific departure. A legal-compliance modification that also falls within this Section shall be presented to the Board for approval before execution.

Section 3.4. Fair and Consistent Lease Structure. The Standard Form shall promote comparable protections and obligations among similarly situated hoist operators. Differences in proposed leases shall rest on documented, relevant circumstances, such as premises size, location and condition, number and capacity of hoists, facilities and access provided, permitted operations, duration, and allocation of maintenance or other responsibilities. Material departures and material differences in economic terms or obligations among comparable operators shall be identified and explained in the staff report for Board consideration. This policy does not establish an automatic right to identical rent or other terms for different premises or operations. All leases shall comply with applicable law, including nondiscrimination requirements and any public-trust or legislative-grant restrictions applicable to the property.

Section 3.5. Effect on Future Approvals and Existing Leases.

- (a) Unless the Board expressly provides otherwise, its subsequent approval of a hoist lease on the Standard Form shall authorize the CEO/Harbormaster to finalize and execute that lease, with District Counsel's approval as to form, using the approved business terms, any Reserved Modifications expressly approved by the Board, and Permitted Modifications under Section 3.2, without further Board action.
- (b) Adoption of the Standard Form does not approve or award another lease, authorize occupancy or use of District property by another operator, appropriate funds, amend an existing lease, create rights in a prospective tenant, or enlarge the contracting or expenditure authority of the

CEO/Harbormaster. Existing leases remain governed by their terms unless lawfully amended or replaced. A departure approved for one lease does not automatically amend the Standard Form or another lease.

Section 3.6. Maintenance and Review. District Counsel shall maintain the master Standard Form and incorporate Permitted Modifications of general application. Each master revision shall bear a version number and date and be recorded in a change log. Revisions of general application shall be reported in writing to the Board at a regular meeting within sixty (60) days. District Counsel and the CEO/Harbormaster shall review the Standard Form at least once every two (2) years and present recommended material changes to the Board. Transaction-specific adaptations shall be retained in the individual lease file.

ARTICLE IV. GENERAL

Section 4.1. Environmental Review.

- (a) The Board finds that approval of the Lease is categorically exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guidelines section 15301 (Class 1, Existing Facilities). The Lease continues fish offloading and processing at the existing buildings, two hoist areas, truck pit, and associated premises at 100 Neptune Way, involving negligible or no expansion of existing use. This Resolution does not approve new construction or expansion of use. Based on the record before it, the Board finds that none of the exceptions in State CEQA Guidelines section 15300.2 applies.
- (b) Adoption of the Standard Form and the delegation of authority, standing alone, are organizational and administrative activities that do not authorize a physical change in the environment and are not a project under State CEQA Guidelines section 15378(b)(5). A future lease, physical work, or proposed expansion remains subject to any required CEQA review before its approval. Nothing in this Resolution exempts future activities from applicable environmental or permit requirements.

Section 4.2. Applicable Law and Existing Authority. This Resolution shall be implemented consistently with applicable law, restrictions governing District property, the District Bylaws, and other controlling Board actions. Except for the authority expressly granted herein, it does not alter existing contracting, expenditure, or approval authority.

Section 4.3. Severability. If a provision of this Resolution or its application is held invalid, the remaining provisions and applications that can be given effect without the invalid provision or application shall remain in effect.

Section 4.4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED, ADOPTED AND SIGNED this 14th day of October, 2026, by the following vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Rick Shepherd
Chair, Board of Harbor Commissioners
Crescent City Harbor District

ATTESTED:

Gerhard Weber
Secretary and Commissioner, Board of Harbor Commissioners
Crescent City Harbor District

EXHIBIT "A"

HOIST AND DOCK LEASE

**BETWEEN THE CRESCENT CITY HARBOR DISTRICT, DANDY FISH
COMPANY, INC., AND LONG FISHERIES INC.**

[Download]

[https://www.ccharbor.com/files/39ce5d8b7/Hoist and Dock Lease Revised 2
026.10.09.pdf](https://www.ccharbor.com/files/39ce5d8b7/Hoist_and_Dock_Lease_Revised_2026.10.09.pdf)



7. Communications, Reports, and Directions to Staff

a. Harbor Commissioner & Committee Reports

(1) Commissioner Dan Schmidt

(2) Commissioner Annie Nehmer

(3) Commissioner Gerhard Weber

(4) Vice Chair John Evans

(5) Chair Rick Shepherd



7. Communications, Reports, and Directions to Staff

b. CEO/Harbormaster Report



7. Communications, Reports, and Directions to Staff

c. CPRA Update

8. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Wednesday, October 28, 2026, at 2 p.m.** 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.*

