

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

DATE: September 14, 2023

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

PLACE: Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501
Public Advisory: The Woodley Island Meeting Room is now open to the public.

How to Observe and Participate in the Meeting:

Observe: Members of the public can attend the meeting in person or observe the meeting on Zoom at the following link: <https://us02web.zoom.us/j/6917934402>

Meeting ID: 691 793 4402
One tap mobile
(669) 900-9128, 6917934402#

Public members observing on Zoom will not be able to participate or provide comment. Members of the public who may wish to provide public comment during the meeting must attend in person.

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at (707) 443-0801 at least 24 hours in advance of the meeting.

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

2. Public Comment

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

3. Move to Closed Session

- a) Public Employee Evaluation: Executive Director**
- b) Public Employee Evaluation: Deputy Director**

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c) CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Larry Oetker, Executive Director

Employee organization: Operating Engineers Local Union No. 3, AFL-CIO

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

5. Pledge of Allegiance

6. Report on Closed Session

7. Public Comment

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

8. Consent Calendar

- a)** Adopt Minutes for August 10, 2023 Regular Board Meeting
- b)** Adopt Minutes for August 22, 2023 Special Board Meeting
- c)** Receive District Financial Reports for June 2023
- d)** Rejection of Claim Submitted by Claimant Cari McCormick
- e)** Approve PO No. 2007 to Solink for Security Cameras at Woodley Island Marina
- f)** Administrative Permit A-2023-05 Chevron Dock Maintenance Dredging
- g)** Approve PO 2014 to Ron's Quality Auto Repair for Transmission Replacement
- h)** Approve Rebate Agreement with TEAA for Replacement of Hot Water Heaters

9. Communications, Reports and Correspondence Received

a) Correspondence Received

1. *How to Protect Native Women, Girls and People in Humboldt and Del Norte County as Offshore Wind Enters the Region: MMIP Prevention Planning and Recommendations*. Report by Yurok Tribal Court, authorized by Katherine Katcher & Chief Judge Abby Abinanti
2. Letter from Yurok Tribe dated August 28, 2023
3. Letter from Surfrider Humboldt Chapter dated September 7, 2023

b) Executive Director's Report

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- c) Staff Reports
- d) District Counsel and District Treasurer Reports
- e) Commissioner and Committee Reports

10. Unfinished Business - None

11. New Business

- a) **Discuss and Consider Approving Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO Regarding the Terms of Employment, Working Conditions, Compensation, and Benefits for the Represented Employees of the District**

Recommendation: Staff Recommends that the Board:

1. Authorize the Board President and Secretary to sign the Collective Bargaining Agreement.
2. Direct Staff to:
 - a. Prepare a revised salary schedule for mid-management employees similar to what is included in the Bargaining Agreement and to bring it back for Board consideration.
 - b. Coordinate with CalPERS to switch to CalPERS health insurance and with the Social Security Administration to sign up to the Social Security Program.

Summary: The District's classified employees are represented by the Operating Engineers Local Union NO. 3 (OE-3). The District's Labor Relations Committee met regularly with the employees and OE-3 representatives for the last several months and are happy to report that we have reached agreement.

- b) **Consider Adopting Resolution 2023-17: Adopting an Initial Study/ Mitigated Negative Declaration and Establishing Findings Relative to and Approving Harbor District Permit 2023-02 with Conditions for the Manila CSD Flood Reduction and Drainage Enhancement Project**

Recommendation: Staff recommends that the Board: Adopt Harbor District Resolution No. 2023-17 which includes:

- Adopting an Initial Study/ Mitigated Negative Declaration (IS/MND) and Establishing Findings Relative to the Permit Application for the Manila CSD Flood Reduction and Drainage Enhancement Project
- Approving Permit 2023-02 with conditions for the Manila CSD Flood Reduction and Drainage Enhancement Project

Summary: The Manila Community Services District (MCSD) Flood Reduction and Drainage Enhancement Project (Project) includes multiple locations and will provide needed improvements to MCSD, County, and North Coast Rail Authority (Great Redwood Trail Agency) drainage infrastructure. Two of the project locations are within Harbor District jurisdiction. Improvements include clearing and grading of existing drainage ditches/bioswales, replacement of failing or undersized

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culverts, new culverts and drainage ditches/bioswales, and rain gardens. The goals of the Project are to reduce flooding, increase climate change resiliency, and enhance ecosystem services. The Project IS/MND was adopted by the MCSD Board of Directors on April 18, 2023. The Humboldt Bay Harbor District is a responsible agency for the proposed project and must review and consider the information contained in the IS/MND.

c) Consider Adopting Resolution 2023-16, A Resolution Adopting an Initial Study/ Negative Declaration and Establishing Findings Relative to and Approving Humboldt Bay Harbor, Recreation and Conservation District Permit 2022-06 with Conditions for the Mad River Slough Shellfish Nursery Project

Recommendation: Staff recommends that the Board receive a staff report, receive public comment, and adopt Humboldt Bay Harbor, Recreation, and Conservation District Resolution No. 2023-16 which includes:

- Establishing Findings Relative to and Adopting an Initial Study/ Negative Declaration for the Mad River Slough Shellfish Nursery Project.
- Approving Permit 2022-06 with conditions for the Mad River Slough Shellfish Nursery Project

Summary: The project is to restart a previously operational shellfish nursery utilizing a combination of existing upland seed setting facilities and upwelling tanks and a new floating upwelling system and water intake rafts in Mad River Slough, Humboldt Bay (off Lanphere Road). The proposed action includes adopting a CEQA document and approving a Harbor District permit.

d) Consider Approving a \$200,000 Budget Adjustment to Account Number 52109 Outside Services for Additional Consultant Services

Recommendation: It is recommended that the Board approve appropriating an additional \$200,000 to the account number 52109 Outside Services for additional consultant services.

Summary: The District has several large projects that require a diverse expertise that can only be obtained by hiring qualified consultant services. All contracts exceeding \$5,000 will come back to the board for Approval as per the District's standard procurement process.

e) Discuss and consider approving Employment Agreement with Chris Mikkelsen and discuss succession planning for the role of Executive Director

12. Future Agenda Items

13. Adjournment

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

August 10, 2023

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Closed Session met at 4:00 P.M., Regular Session met at 6:00 P.M. at the Wharfinger Building, #1 Marina Way, Eureka, CA 95501.

CLOSED SESSION – 4:00 P.M.

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

BUSINESS

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: 364 Vance Avenue, Samoa, Humboldt County APN 401-112-021-000; and APN 401-112-024-000. Agency negotiator: Larry Oetker, Executive Director; Ryan Plotz, District Counsel.
Negotiating parties: Humboldt Bay Development Association.
Under negotiation: price and terms of payment
- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: Executive Director
- c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: Deputy Director
- d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: Director of Administrative Services
- e) PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: Development Director
- f) CONFERENCE WITH LABOR NEGOTIATORS**
Agency designated representatives: Larry Oetker, Executive Director; Ryan Plotz, District Counsel
Unrepresented employee: Deputy Director

REGULAR SESSION – 6:10 P.M.

ROLL CALL

PRESENT: BENSON
 DALE
 KULLMANN
 HIGGINS
 NEWMAN

Draft Minutes for August 10, 2023 Regular Board Meeting

ABSENT: NONE
QUORUM: YES

PLEDGE OF ALLEGIANCE

REPORT ON SPECIAL CLOSED SESSION: No reportable action.

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

CONSENT CALENDAR

- a) Adopt Minutes for July 13, 2023 Regular Board Meeting
- b) Adopt Minutes for July 27, 2023 Special Board Meeting
- c) Approve Employment Contract Renewal for Director of Administrative Services
- d) Approve Employment Contract Renewal Marina Manager
- e) Consider Approving a Contract Amendment with Redwood Community Action Agency in the Amount of \$119,392 with a contingency of up to 10% for an expanded Scope of Services for the Samoa Peninsula Beautification Project

COMMISSIONER KULLMANN MOVED TO ACCEPT CONSENT CALENDAR ITEMS A-E.

COMMISSIONER HIGGINS SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

- a) Correspondence Received – None
- b) Executive Director’s Report – None
- c) Staff Reports – None
- d) District Counsel and District Treasurer Reports – None
- e) Commissioner and Committee Reports – None

UNFINISHED BUSINESS - None

NEW BUSINESS

- a) **Consider Adopting Resolution 2023-15, A Resolution Authorizing the Submission of a US Department of Transportation FY 2023-2024 Multimodal Project Discretionary Grant Opportunity for the Humboldt Offshore Wind Terminal Project for the Construction of a Phase of a New Heavy Lift Multipurpose Terminal to Support the Offshore Wind Industry**
 - I. District staff presented the item.
 - II. The Commission discussed the item.
 - III. Chair Dale opened the item to public comment. Frank Rojas, Randy Thomas, Luis Neuner, Richard Marks, Lonyx Landry, Lana McCovey, Jeff Hunerlach and Adam Kirk commented.

IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO ADOPT RESOLUTION 2023-15, A RESOLUTION AUTHORIZING THE SUBMISSION OF A US DEPARTMENT OF TRANSPORTATION FY 2023-2024 MULTIMODAL PROJECT DISCRETIONARY GRANT OPPORTUNITY FOR THE HUMBOLDT OFFSHORE WIND TERMINAL PROJECT FOR THE CONSTRUCTION OF A PHASE OF A NEW HEAVY LIFT MULTIPURPOSE TERMINAL TO SUPPORT THE OFFSHORE WIND INDUSTRY.

COMMISSIONER KULLMANN SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

b) Consider Approval of a Project Labor Agreement with the State Building and Construction Trade Council of the State of California, Building and Construction Trades Council of Humboldt and Del Norte Counties, and the Signatory Craft Councils and Unions

I. Executive Director presented the item.

II. The Commission discussed the item.

III. Chair Dale opened the item to public comment. Frank Rojas, Luis Neuner, Robert Hemsted, Randy Thomas, Michael Dreiling, Eddie Reyes, Mitchell Bechtel, Mark Plubell, Sean Marsh, Keith Dias, Connie Stewart, Rachel Smith, Jacque Hostler-Carmesin, Lonyx Landry, Rick Sousa, Dr. Larissa Petrucci, Richard Marks, William Burns, Jared Mumm, Karry Vengas, Nicholas Moore, Jonny Hughs, Sharon Golden, Michelle Pickens, Cody Freitas, Lynette Mullen, Les Charter, Ben Palton, Jason Chipley, Danny Roles, Harry Herkert, Sean Farley, Tim Campbell, Lana McCovey, Tim Hooven, Chris Albright, Ryan Cameron, Nate McKeever, John Barber, Charles Lavery, Korey Wygal, Jason Pearce, Chris Knerr, Jeff Hunerlach, Treston Shull and Chris Hannan commented.

IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER HIGGINS MOVED TO APPROVE A PROJECT LABOR AGREEMENT WITH THE STATE BUILDING AND CONSTRUCTION TRADE CONUNCIL OF THE STATE OF CALIFORNIA, BUILDING AND CONSTRUCTION TRADES COUNCIL OF HUMBOLDT AND DEL NORTE COUNTIES, AND THE SIGNATORY CRAFT COUNCILS AND UNIONS.

COMMISSIONER BENSON SECONDED.

COMMISSIONER HIGGINS AMMENDED HIS MOTION TO ACCEPT TWO CHANGES PRESENTED AT THE MEETING (ATTACHMENT A)

COMMISSIONER BENSON SECONDED THE AMMENDED MOTION.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

10 MINUTE RECESS

c) Consider Awarding an Audit Contract for the Humboldt Bay Harbor, Recreation and Conservation District to Harshwal & Company LLP

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER KULLMANN MOVED TO AWARD AN AUDIT CONTRACT FOR THE HUMBOLDT BAY HARBOR, RECREAION AND CONSERATION DISTRICT TO HARSHWAL & COMPANY LLP.

COMMISSIONER BENSON SECONDED.

VOICE VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

d) Consider Adopting Resolution 2023-14 Establishing Findings Relative to Humboldt Bay Harbor, Recreation and Conservation District Permit 2023-03; a CEQA Exemption; and Conditional Approval of Permit 2023-03 for the Caltrans Eureka Slough Bridges Geotechnical Investigation Project

- I. District staff presented the item.
- II. The Commission discussed the item.
- III. Chair Dale opened the item to public comment. No one commented.
- IV. Chair Dale moved the discussion back to the Commission.

COMMISSIONER KULLMANN MOVED TO ADOPT RESOLUTION 2023-14 ESTABLISHING FINDINGS RELATIVE TO HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT PERMIT 2023-23; A CEQA EXEMPTION; AND CONDITIONAL APPROVAL OF PERMIT 2023-03 FOR THE CALTRANS EUREKA SLOUGH BRIDGES GEOTECHNICAL INVESTIGATION PROJECT.

COMMISSIONER HIGGINS SECONDED.

ROLL CALL VOTE WAS CALLED, MOTION CARRIED WITHOUT DISSENT.

Ayes: BENSON, DALE, HIGGINS, KULLMANN, NEWMAN

Noes: NONE

Absent: NONE

Abstain: NONE

ADJOURNMENT – 9:04 P.M.

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

Mindy Hiley
Director of Administrative Services

I. Hiring Hall Dispatch Prioritization

Section 2.9 "Disadvantaged Worker" shall mean a Local Resident, who, prior to the commencing Project Work, meets at least one of the following barriers to employment and shall be prioritized in the following order for dispatch: (1) is enrolled as a tribal member or a spouse of an enrolled tribal member of a federally recognized Tribe within the Local Impact Area or within Del Norte County; (2) resides on the Samoa Peninsula from the Mad River Slough to the North Jetty; (3) is a Veteran Worker; (4) is a commercial fisherman; or (5) has successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program (this includes graduates who reside in Del Norte County).

Section 8.8 To facilitate the dispatch of Targeted Workers, all Contractors will be required to utilize the Craft Request Form whenever they are requesting the referral of any employee from a Union referral list for the Project, a sample of which is attached as Attachment "C." When Targeted Workers are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. The Unions will dispatch workers in the following order: (1) workers enrolled as a tribal member or a spouse of an enrolled tribal member of a federally recognized Tribe within the Local Impact Area or within Del Norte County; (2) residents on the Samoa Peninsula from the Mad River Slough to the North Jetty; (3) Veteran Workers; (4) commercial fisherman; (5) those who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program who reside in Humboldt and Del Norte Counties; (6) any worker domiciled in the Humboldt County; (7) graduates of Humboldt County local High Schools, College of the Redwoods, and Cal Poly Humboldt; and (8) any workers needed to meet targeted employment requirements pursuant to the Project's funding sources. The Project Labor Coordinator shall be copied on all Craft Request Forms at the time of the request for dispatch and will monitor compliance with the referral process.

Replace second paragraph in Attachment C with the following paragraph--

Humboldt Bay Harbor, Recreation, and Conservation District Project Labor Agreement (PLA) establishes a 20% goal of all of the hours worked on the Project shall be from Targeted Workers. Qualified workers shall be dispatched in the following order: (1) is enrolled as a tribal member or a spouse of an enrolled tribal members of a federally recognized Tribe within Humboldt or Del Norte Counties; (2) residents on the Samoa Peninsula from the Mad River Slough to the North Jetty; (3) is a Veteran Worker (any person who has served in the armed forces of the United States as demonstrated by a valid Form DD214); (4) is a commercial Fisherman; (5) has successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program and resides in Humboldt or Del Norte Counties; (6) residents of the Local Impact Area (i.e., Humboldt County), which is comprised of the zip codes set forth on Attachment D; (7) graduates of Humboldt County local High Schools, College of the Redwoods, or Cal Poly Humboldt; and (8) any workers needed to meet targeted employment requirements pursuant to the Project's funding sources.

II. ILWU clarification

3.4.1 (i) This project does not include the loading and unloading of any cargo from vessels, including over the newly constructed terminal or any other port facilities. This project also does not include the movement of any cargo from vessels at any port facilities to the cargo's point of rest. This work is customarily completed by and shall remain the sole jurisdiction of members of the International Longshore and Warehouse (ILWU), except for work on barges used as construction work platforms and except for the rigging and hoisting of construction materials directly from the barge into the construction process for the Project.

Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, California 95502-1030
districtplanner@
humboldtbay.org
Agenda item 11.B.

Dear Harbor Commissioners:

On behalf of CORE Hub Network leaders and our local Union partners, we stand together in **supporting a Project Labor Agreement with the Harbor District for the Heavy Lift Marine Terminal**. This is a historic moment for our region and the Project Labor Agreement is the first step for building out family-sustaining high-road careers for local residents who need them the most.

But more is needed: The PLA is the *beginning*, but there are other actions needed to make sure these jobs and benefits get to those who need them the most; that local decision-making is centered; that there are strong policies in place to prevent Missing and Murdered Indigenous People; and that a zero-emission world class terminal is developed. These actions include a strong district-wide **community benefit agreement, which we will continue to advocate for together** that include commitments to using best available technology to achieve a zero-emission wind terminal, community-centered benefits and decision-making, as well as prioritizing hiring disadvantaged workers, and strong District commitments to prevention of MMIP and supporting Tribal and Minority-Owned businesses. These commitments are critical to community support for and obtaining Department of Transportation's FY 2023-2024 Multimodal Project Discretionary Grant Opportunity (MPDG) which requires "*Investments flowing into Tribes and Justice40 communities that experience environmental, climate, and socioeconomic burdens*"¹ and other federal funding, which require community support, often through CBAs, and compliance with Justice 40 and Executive Orders²:

Specific actions include:

- **A District-wide *Community Benefits Agreement* with strong commitments to prioritize hiring 'disadvantaged workers' and women, using best available technology to achieve a zero-emission wind terminal, and other community benefits and protections.**

¹ *Notice of Funding Opportunity for the Department of Transportation's FY 2023-2024 Multimodal Project Discretionary Grant Opportunity (MPDG)*. Department of Transportation.
P23.https://www.transportation.gov/sites/dot.gov/files/2023-06/MPDG%20NOFO%202023-2024%20Final_0.pdf

² These include: Executive Order 13175 — Consultation and Coordination With Indian Tribal Governments, Executive Order 13990 — Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis, Executive Order 14008 — Tackling the Climate Crisis at Home and Abroad, Executive Order 14053- Improving Public Safety and Criminal Justice for Native Americans and Addressing the Crisis of Murdered and Missing Indigenous People.

Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, California 95502-1030
districtplanner@
humbolddbay.org
Agenda item 11.B.

- **District to work with regional Tribes to develop Missing and Murdered Indigenous People (MMIP) Prevention measures, which commitments shall be binding on District contractors and subcontractors through a PLA appendix.**
- **District to pass policies to support tribal -and minority-owned businesses.**

In solidarity,

Keith LeMoine, Business Manager, Laborers International Union of North America Local 324

Jeff Hunerlach, Secretary-Treasurer, Building and Construction Trades Council of Humboldt and Del Norte Counties

Cody Freitas, Business Representative, Operating Engineers Local 3

Lonyx Landry, Director of Outreach and Development, Inter-Tribal Student Services

Luis Neuner, Decarbonize the North Coast Advocate, Environmental Protection Information Center

Val Martinez, Executive Director, Redwood Community Action Agency

John McEntagart, Business Manager/Financial Secretary, International Brotherhood of Electrical Workers Local 551

Sean Marsh, International Brotherhood of Electrical Workers, Local 1245

Beth Burks, Executive Director, Humboldt County Association of Governments

Carla Avila-Martinez, Climate Action Program Manager, Surfrider

Katerina Oskarsson, Executive in Residence, CORE Hub

My name is Jared Mumm. I'm an electrician and a Business Representative with your local Electricians' Union, IBEW Local 551.

I am from Santa Rosa. And I've had the opportunity to be involved with several conversations regarding different PLA's, just like this conversation we're having tonight. I'd like to point out that when you vote yes or no on a PLA, you're not really talking about whether you think the project is a good idea, or if you're pro or anti-union, but you're either taking or passing on an opportunity to set some conditions if or when a job does go.

If an awarding body, like you, has things you want your projects to do, goals you want to achieve beyond just "build a thing," then you need to find a way to put those aspirations down in writing. If details that you care about are not in writing, then they will not matter once the building starts; they go right out the window as soon as the project has a deadline.

Now, I've read your PLA, cover to cover, and the document makes it very clear that someone, I assume that it was you or your representatives, recognizes that there are groups within your community for whom the rising tide that supposedly lifts all ships for some reason never quite reaches their shores. And this PLA appears to me to express someone's desire to ensure that the good of this project will reach local tribal members and their spouses, commercial fishermen, local graduates, and local residents.

It should not be taken for granted that local contractors will be awarded this work or that local workers will be on site. There is nothing to stop someone from Sacramento, the Valley, LA, or out of State from rolling into town, scooping up the project, and telling your community, no, I'm good, I've already got a crew. Be advised, that is already happening here in Humboldt County.

If you want the developers and contractors that are going to earn a profit on this project to give any special attention to actually including your neighbors, then this PLA is a good tool to use to make that happen, and you should vote yes on the PLA. Thank you.

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

August 22, 2023

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

CLOSED SESSION – 5:03 P.M.

ROLL CALL

PRESENT: BENSON
DALE
KULLMANN
HIGGINS
NEWMAN

ABSENT: NONE

QUORUM: YES

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

BUSINESS

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director

- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Deputy Director

- c) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Director of Administrative Services

- d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Development Director

- e) CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Larry Oetker, Executive Director; Ryan Plotz, District Counsel
Unrepresented employee: Deputy Director

ADJOURNMENT – 7:55 P.M.

Draft Minutes for August 22, 2023 Special Board Meeting

APPROVED BY:

RECORDED BY:

Aaron Newman
Secretary of the Board of Commissioners

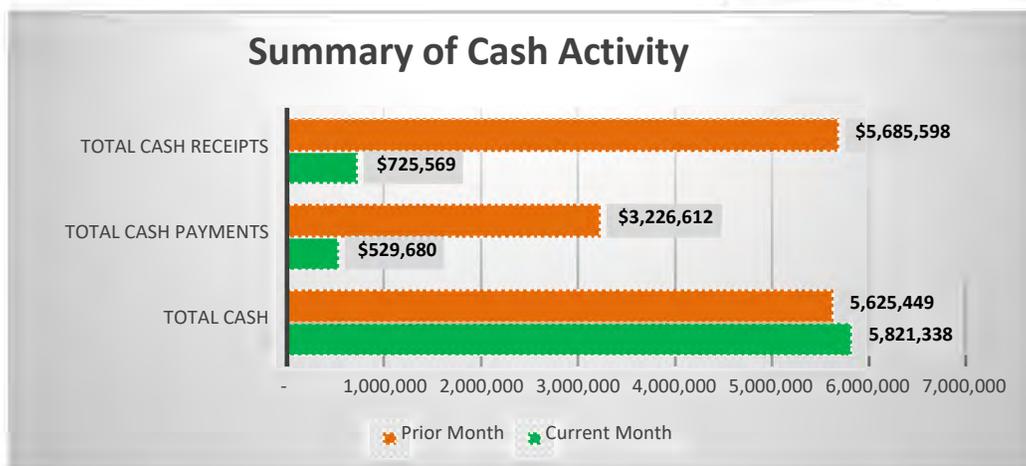
Mindy Hiley
Director of Administrative Services

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended June 30, 2023 and May 31, 2023

	<u>6/30/23</u>	<u>5/31/23</u>
<u>Account Balances</u>		
Checking	\$ 437,785	\$ 425,362
Savings	4,313,689	4,130,118
County Treasury	1,068,584	1,068,584
Cash on hand	1,280	1,385
Total Cash	5,821,338	5,625,449
Less: Restricted cash for Marina surcharges	(1,891,254)	(1,865,833)
Unrestricted Cash	3,930,084	3,759,616
Less: Unexpended grant proceeds and Nordic & Crowley deposits included in cash above	(1,154,932)	(1,574,733)
Cash Available (Deficit), excluding Marina surcharges and unexpended grant proceeds and deposits	2,775,152	2,184,883
 <u>Change in Cash Balance</u>		
Balance, Beginning of Month	\$ 5,625,449	\$ 3,166,463
Monthly Deposits	725,569	5,685,598
Monthly Payments	(529,680)	(3,226,612)
Balance, End of Month	<u>\$ 5,821,338</u>	<u>\$ 5,625,449</u>
 <u>Monthly Expenses Summary</u>		
Significant Individual Expenses:		
Purchase of the town of Samoa property		\$ 2,961,352
BBVA bond and loan payment	\$ 234,205	
Sub-total, Significance/Unusual Expenses	234,205	2,961,352
General operating expenses and other misc. expense	295,475	265,260
Total Cash Payments	<u>\$ 529,680</u>	<u>\$ 3,226,612</u>
 <u>Monthly Deposits Summary</u>		
Significant Individual Revenues:		
Receipt of loan funds		\$ 5,380,530
California Energy Commission	\$ 146,524	
Nordic Aquafarms	205,370	
Sub-total, Significant/Unusual Revenues	351,894	5,380,530
General revenues	373,675	305,068
Total Cash Receipts	<u>\$ 725,569</u>	<u>\$ 5,685,598</u>



4:06 PM

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

09/05/23

As of June 30, 2023

Accrual Basis

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
10000 · PETTY CASH ON HAND	150.00
10100 · CHANGE FUND ON HAND	400.00
10111 · COIN MACHINE FUND	730.00
10200 · CASH IN BANK, CHECKING	29,266.15
10200.1 · Cash in PNC, Checking	408,519.40
10400 · CASH IN COUNTY - FUND 2720	1,033,064.75
10500 · CASH IN COUNTY - FUND 3872	35,518.88
10600.1 · Cash in bank, Tariff PNC	4,032,414.98
10700.1 · Cash in bank, Water PNC	281,273.44
10901 · UNEXPENDED MARINA SURCHARGES	1,888,897.75
10903 · RESTRICTED CASH	-1,888,897.75
Total Checking/Savings	5,821,337.60
Accounts Receivable	
12000 · ACCTS RECEIVABLE	1,191,010.41
Total Accounts Receivable	1,191,010.41
Other Current Assets	
12100 · ALLOW FOR BAD DEBTS	-496,145.14
12300 · INTEREST RECEIVBLE	64,180.00
12600 · Note Receivable - NMTC	5,849,375.00
12700 · PREPAID EXPENSES	23,543.88
1499 · Undeposited Funds	0.10
Total Other Current Assets	5,440,953.84
Total Current Assets	12,453,301.85
Fixed Assets	
CAPITAL ASSETS, NET	
14910 · SAMOA PROPERTY	3,216,000.23
15000 · AUTOMOTIVE EQUIPMENT	95,639.08
15100 · OFFICE EQUIPMENT	193,303.88
15200 · OPERATING EQUIPMENT	314,098.74
15600 · MARINA	10,529,004.29
15700 · FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 · SHELTER COVE	2,386,247.10
15900 · DREDGING COSTS	215,226.78
16000 · KING SALMON	15,143.99
16100 · MARINA DREDGE, CONSTR IN PROGRES	1,351,140.12
16400 · REDWOOD DOCK PROPERTY	3,010,194.30
16500 · HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 · TABLE BLUFF LIGHTHOUSE	361.44
16700 · AQUAPONICS PILOT FACILITY	96,036.61
16800 · REDWOOD TERMINAL 2	2,613,169.43
16900 · Dredge	1,215,423.27
17000 · ACCUMULATED DEPRECIATION	-18,989,614.17
Total CAPITAL ASSETS, NET	12,817,642.22
14800 · SHIPWRECK PROPERTY	50,088.05
14900 · DOG RANCH PROPERTY	7,507.70
Total Fixed Assets	12,875,237.97
Other Assets	
18700 · Deferred Lease Asset	3,228,386.00
19000 · Deferred Outflows of PERS	698,983.00
Total Other Assets	3,927,369.00
TOTAL ASSETS	29,255,908.82
LIABILITIES & EQUITY	
Liabilities	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

09/05/23

As of June 30, 2023

Accrual Basis

	Jun 30, 23
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	330,470.75
Total Accounts Payable	330,470.75
Credit Cards	
20112 · US Bank Visa	1,719.03
Total Credit Cards	1,719.03
Other Current Liabilities	
Payroll tax & Withholding Liab	
21300 · STATE UNEMPLOYMENT TAX	298.68
21700 · PERS RETIREMENT	5.60
21900 · UNION DUES DEDUCTIBLE	74.76
Total Payroll tax & Withholding Liab	379.04
20000.1 · ACCOUNTS PAYABLE YR END ADJUST	-176,730.00
20200 · NOTES PAYABLE	258,577.33
20400 · ACCRUED WAGES PAYABLE	37,333.75
20600 · ACCRUED VACATION PAYABLE	43,583.71
20800 · DEPOSITS ON HAND	
20801 · KEY DEPOSITS ON HAND	17,720.00
20802 · PLUG DEPOSITS ON HAND	1,330.00
20803 · SLIP DEPOSITS ON HAND	56,174.24
20804 · STORAGE DEPOSITS	3,866.15
20806 · LEASE SECURITY DEPOSIT	123,503.42
20807 · STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 · WAIT LIST DEPOSIT	4,625.00
Total 20800 · DEPOSITS ON HAND	210,162.12
24000 · Ground Lease Deferred Income	3,906,000.00
24002 · Groundlease Current Def Income	120,184.62
27201 · Deferred Inflows - OPEB	29,113.00
28000 · DEFERRED INCOME	159,055.45
28400 · DEFERREDINCOME CalTrans Spartina	1,148,931.51
28500 · OTHER DEFERRED CREDITS	723,523.92
Total Other Current Liabilities	6,460,114.45
Total Current Liabilities	6,792,304.23
Long Term Liabilities	
24001 · Gound Lease Amortization	-424,391.45
24003 · Groundlease Current Offset	-120,184.62
25500 · OPEB Liability	186,792.00
25700 · BOND PAYABLE 2014 REFINANCING	1,621,349.19
25800 · BBVA Loan Payable	908,007.88
25900 · LESS CURRENT PORTION	-258,577.33
26100 · Rate Stabilization Fund	5,380,530.00
27000 · Net Pension Liability	1,408,435.00
27200 · Deferred Inflows of PERS	115,823.00
27202 · Deferred Inflows - Leases	3,216,623.00
Total Long Term Liabilities	12,034,406.67
Total Liabilities	18,826,710.90
Equity	
30500 · INVESTMENT IN FIXED ASSETS	9,404,911.59
30900 · RESTRICTED FUND BALANCE	
30901 · Restricted Fd Bal-Curr Yr Chang	278,589.24
30900 · RESTRICTED FUND BALANCE - Other	1,610,308.40
Total 30900 · RESTRICTED FUND BALANCE	1,888,897.64
31200 · GENERAL FUND BALANCE	

Humboldt Bay Harbor, Recreation & Conservation District

Balance Sheet

As of June 30, 2023

	<u>Jun 30, 23</u>
31000 · FUND BALANCE - TIDELANDS TRUST	-1,683,627.00
31201 · General Fund-Change is Restrict	-278,589.24
31200 · GENERAL FUND BALANCE - Other	<u>773,151.99</u>
Total 31200 · GENERAL FUND BALANCE	-1,189,064.25
Net Income	<u>324,452.94</u>
Total Equity	<u>10,429,197.92</u>
TOTAL LIABILITIES & EQUITY	<u>29,255,908.82</u>

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Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

09/05/23

June 2023

Accrual Basis

	Jun 23	Jul '22 - Jun 23
Ordinary Income/Expense		
Income		
Donations		
46519 · Donations - Lighthouse	0.00	19.00
Total Donations	0.00	19.00
Dredging Revenue		
41318 · Dredging Surcharge - T	35,980.34	235,964.21
Total Dredging Revenue	35,980.34	235,964.21
Fees		
40108 · PERMITS-T	200.00	7,900.00
40808 · Pilotage Services - T	0.00	2,488.99
41308 · Moorage - T	0.00	10.64
41308.1 · Poundage - T	2,572.71	13,164.33
41818 · Late Charges/Interest - T	675.00	8,290.00
41819 · Late Charges/Interest - NT	50.00	-2,388.84
45608 · Chevron - Ports O&M - T	8,087.50	32,350.00
Total Fees	11,585.21	61,815.12
Float Replacement Account		
41418 · Float Replacement	-5,023.33	74,378.27
Total Float Replacement Account	-5,023.33	74,378.27
Grant Revenue		
Harbor Grants		
45208.1 · Harbor Grants, Gov't - T	0.00	13,951.50
Total Harbor Grants	0.00	13,951.50
Total Grant Revenue	0.00	13,951.50
Harbor Surcharge		
40908 · Harbor Improvement Surcharge-T	6,071.00	164,223.05
Total Harbor Surcharge	6,071.00	164,223.05
Interest Revenue		
43108 · Interest Income - T	10,158.69	50,445.71
43109 · Interest Income - NT	14,317.00	274,288.78
43309 · Interest On Del Accts - NT	0.00	218.23
Total Interest Revenue	24,475.69	324,952.72
Other Revenue		
45908 · Other Revenue - T	813,913.96	813,959.96
45909 · Other Revenue - NT	365,652.16	553,565.48
46008 · Recovery of Bad Debt - T	2,171.12	7,083.12
Total Other Revenue	1,181,737.24	1,374,608.56
Rent Income		
40218 · Slip Rents - T	54,491.10	583,002.56
40318.1 · Transient Rentals - T	3,532.41	30,652.68
40518 · Equipment Rent - T	0.00	5,872.78
40519 · Equipment Rent - NT	1,220.00	7,540.00
40809 · Yard Rent - NT	1,261.20	13,328.40
41108 · Rents, Tidelands Leases - T	31,214.88	361,528.42
41309 · Storage - NT	6,485.03	61,541.67
41409 · Upland Rent - NT		
41409.2 · Redwood Terminal 2 - NMTC	0.00	45,069.21
41409 · Upland Rent - NT - Other	108,564.20	1,016,466.51
Total 41409 · Upland Rent - NT	108,564.20	1,061,535.72
Total Rent Income	206,768.82	2,125,002.23

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

09/05/23

June 2023

Accrual Basis

	Jun 23	Jul '22 - Jun 23
Sales		
40119 · Concession Sales - NT	506.25	7,601.25
Total Sales	506.25	7,601.25
Tax Revenue		
43509 · Property Tax Revenues	0.00	1,302,220.25
Total Tax Revenue	0.00	1,302,220.25
Utility Surcharge		
40409 · Utility Surcharge - NT	4,811.69	57,854.73
40418 · Utility Surcharge, Marina Dock	10,551.69	74,327.24
Total Utility Surcharge	15,363.38	132,181.97
47019 · Returned Check Charges	0.00	35.00
52708.1 · Discount	25.84	371.75
Total Income	1,477,490.44	5,817,324.88
Gross Profit	1,477,490.44	5,817,324.88
Expense		
Accounting/Auditing Services		
52500 · Accounting Fees - T	1,756.50	37,040.25
52508 · Accounting Fees - NT	585.50	14,889.25
Total Accounting/Auditing Services	2,342.00	51,929.50
Advertising & Promotion		
51000 · Advertising & Promotion - NT	165.42	995.69
51008 · Advertising & Promotion - T	132.94	1,652.48
Total Advertising & Promotion	298.36	2,648.17
Bad Debts		
51308 · Bad Debts - T	33,892.25	64,250.10
51309 · Bad Debts - NT	0.00	0.00
Total Bad Debts	33,892.25	64,250.10
Communications		
51400 · Communications - NT	1,848.51	25,151.57
51408 · Communications - T	186.59	5,784.05
Total Communications	2,035.10	30,935.62
Conference & Meetings		
51500 · Conferences & Meetings - NT	690.83	15,292.15
51508 · Conferences & Meetings - T	15.29	8,859.70
Total Conference & Meetings	706.12	24,151.85
Depreciation		
53509 · Depreciation - NT	475,620.00	475,620.00
Total Depreciation	475,620.00	475,620.00
Dredging Expense		
56708 · Dredging - GT	-13,425.00	0.00
56718 · Dredging - MT	-10,389.00	0.00
Total Dredging Expense	-23,814.00	0.00
Dues, Subscriptions & Licences		
51600 · Dues & Subscriptions - NT	727.00	41,112.00
51608 · Dues & Subscriptions - T	0.00	602.75
Total Dues, Subscriptions & Licences	727.00	41,714.75
Elections & Government Fees		
51700 · Elections & Prop Tax Assess-NT	-96.35	64,756.28

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

09/05/23

June 2023

Accrual Basis

	Jun 23	Jul '22 - Jun 23
51708 · Elections & Prop Tax Assess - T	0.00	14,397.50
Total Elections & Government Fees	-96.35	79,153.78
Engineering Services		
52400 · Engineering Fees - NT	19,592.50	46,131.02
52408 · Engineering Fees - T	52,257.50	34,611.25
Total Engineering Services	71,850.00	80,742.27
Fuel		
50400 · IMPUTED AUTO VALUE G/A	120.00	1,545.00
51200 · Automotive, Fuel- NT	634.44	8,509.34
51208 · Vessel Fuel	297.76	4,442.97
51218 · Automotive, Fuel - T	754.44	9,609.91
Total Fuel	1,806.64	24,107.22
Grant Expenses		
Conservation Grant Expenses		
54408.3 · Conservation Grant Exp	5,000.00	5,000.00
Total Conservation Grant Expenses	5,000.00	5,000.00
Harbor Grant Expenses		
54408.1 · Harbor Grant Exp	691,260.42	1,291,662.09
Total Harbor Grant Expenses	691,260.42	1,291,662.09
Recreation Grant Expenses		
54408.2 · Recreation Grant Exp	160,632.47	160,702.67
Total Recreation Grant Expenses	160,632.47	160,702.67
Total Grant Expenses	856,892.89	1,457,364.76
Insurance		
51800 · Insurance - NT	9,086.64	107,154.48
51808 · Insurance - T	1,286.18	16,553.03
Total Insurance	10,372.82	123,707.51
Interest Expense		
55108 · Interest Expense - T	4,156.00	49,879.46
55109 · Interest Expense - NT	2,838.33	88,485.73
Total Interest Expense	6,994.33	138,365.19
Legal Services		
52300 · Legal Fees - NT	3,395.62	128,915.03
52308 · Legal Fees - T	1,131.88	18,524.75
Total Legal Services	4,527.50	147,439.78
Maintenance - Equipment		
51209 · Automotive, Repairs - NT	570.88	10,421.09
52710 · Repairs & Maint, Equip - NT	2,222.58	5,023.42
52718 · Repairs & Maint, Equip - T	765.27	12,201.33
Total Maintenance - Equipment	3,558.73	27,645.84
Maintenance - Facilities		
52708 · Repairs & Maint, Facilities - T	7,477.08	71,109.86
52709 · REPAIRS & MAINTENANCE G/NT	0.00	935.82
52719 · Repairs & Maint, Facilities - N	44,324.72	147,719.80
Total Maintenance - Facilities	51,801.80	219,765.48
Maintenance - IT		
57008 · Maintenance, IT Equip - T	698.50	5,782.78
57009 · Maintenance, IT Equip - NT	317.69	5,346.30

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

09/05/23

June 2023

Accrual Basis

	Jun 23	Jul '22 - Jun 23
Total Maintenance - IT	1,016.19	11,129.08
Maintenance Supplies		
52008 · Maintenance Supplies - T	206.64	1,867.98
52010 · Maintenance Supplies - NT	1,059.31	16,415.69
Total Maintenance Supplies	1,265.95	18,283.67
Office Supplies		
51900 · Office Supplies - NT	3,057.52	42,647.41
51908 · Office Supplies - T	323.28	8,553.40
52100 · Outside Services - NT	77,702.42	77,702.42
Total Office Supplies	81,083.22	128,903.23
Other Expenses		
54109 · Sea Scouts Expense - NT	0.00	1,558.33
55418 · Other Expenses - T	325.00	5,274.77
55419 · Other Expenses - NT	0.00	7,522.22
Total Other Expenses	325.00	14,355.32
Other Professional/Outside Serv		
52109 · Outside Services, Other - NT	0.00	3,411.19
52110 · OUTSIDE SERVICES M/A	244.00	2,778.00
52118 · Outside Services, Other - T	0.00	-30,400.00
Total Other Professional/Outside Serv	244.00	-24,210.81
Permits		
51610 · Permits - NT	0.00	875.97
51618 · Permits - T	0.00	18,901.00
Total Permits	0.00	19,776.97
Personnel Expenses		
Commissioners Fees		
50200 · Commissioner's Salaries - NT	2,100.00	21,630.00
50208 · Commissioner's Salaries - T	900.00	9,270.00
Total Commissioners Fees	3,000.00	30,900.00
Contract Temporary Services		
50310 · Contract Temporary Services - N	0.00	134.00
50318 · Contract Temporary Services - T	4,641.75	54,280.09
Total Contract Temporary Services	4,641.75	54,414.09
Payroll Burden		
50500 · Payroll Benefits, Other - NT	-9,438.09	390,429.48
50508 · Payroll Benefits, Other - T	-2,432.38	120,524.69
6560 · Workers' Comp	-2,494.10	36,734.70
Total Payroll Burden	-14,364.57	547,688.87
Salaries/Wages		
50100 · Salaries & Wages - NT	82,352.27	1,006,606.52
50108 · Salaries & Wages - T	0.00	1,465.75
Total Salaries/Wages	82,352.27	1,008,072.27
Total Personnel Expenses	75,629.45	1,641,075.23
Planning Services		
52200 · Planning Fees - NT	0.00	17,684.00
52208 · Planning Fees - T	0.00	6,566.38
Total Planning Services	0.00	24,250.38
Rent Expense		
52600 · Rent Expense - NT	0.00	1,256.00

Humboldt Bay Harbor, Recreation & Conservation District

Profit & Loss

June 2023

	Jun 23	Jul '22 - Jun 23
54308 · Redwood Terminal 2 Lease Expens	-17,650.00	224,444.43
Total Rent Expense	-17,650.00	225,700.43
Small Tools		
52800 · Small Tools - NT	0.00	2,074.59
Total Small Tools	0.00	2,074.59
Utilities		
52909 · Utilities - NT	22,110.64	194,107.84
52918 · Utilities - T	4,907.80	62,169.22
53000 · Water, Sewer, & Refuse - NT	10,037.63	123,786.54
53008 · Water, Sewer, & Refuse - T	7,829.36	59,222.58
Total Utilities	44,885.43	439,286.18
55700 · Float Replacement Expense - MT	0.00	46.74
57018 · Bank Service Charges	531.59	2,659.11
Total Expense	1,686,846.02	5,492,871.94
Net Ordinary Income	-209,355.58	324,452.94
Net Income	-209,355.58	324,452.94

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Humboldt Bay Harbor, Recreation & Conservation District

09/05/23

Account QuickReport

Accrual Basis

As of June 30, 2023

Type	Date	Num	Name	Memo	Amount
10200.1 - Cash in PNC, Checking					
Liability Check	06/06/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-1,898.60
Liability Check	06/06/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,001.98
Bill Pmt -Check	06/07/2023		Schmidbauer Building S...	QuickBooks gen...	0.00
Liability Check	06/08/2023		QuickBooks Payroll Serv...	Created by Payro...	-25,180.27
Liability Check	06/09/2023	ACH	California State Disburse...	200000002142499	-372.46
Bill Pmt -Check	06/09/2023	ACH	CalPERS 457 Program	457Match 06/09/...	-325.00
Bill Pmt -Check	06/09/2023	ACH	PERS Unfunded Accrue...	2233447024	-8,327.67
Liability Check	06/09/2023	ACH	CalPERS 457 Program	450348	-1,660.75
Liability Check	06/09/2023	ACH	PERS Unfunded Accrue...	2233447024	-5,539.14
Liability Check	06/09/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	06/09/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Bill Pmt -Check	06/09/2023	2175	314intermedia		-60.00
Bill Pmt -Check	06/09/2023	2176	ACWA JPIA	215	-33,528.05
Bill Pmt -Check	06/09/2023	2177	Advanced Security Syste...		-411.00
Bill Pmt -Check	06/09/2023	2178	Alber's Tractor & Ag Work		-4,746.00
Bill Pmt -Check	06/09/2023	2179	Alliant Insurance Service...	HUMBBAY-02	-22,398.68
Bill Pmt -Check	06/09/2023	2180	Anderson Trucking LLC	PO #1963 - RMT...	-4,975.00
Bill Pmt -Check	06/09/2023	2181	AT&T Phone	707 443-0800 07...	-370.17
Bill Pmt -Check	06/09/2023	2182	California Redwood Co.	Red Tank Electri...	-1,062.14
Bill Pmt -Check	06/09/2023	2183	Dan's Auto Electric	10409	-681.88
Bill Pmt -Check	06/09/2023	2184	Eureka Oxygen Company	VOID:	0.00
Bill Pmt -Check	06/09/2023	2185	Express Services, Inc.	28590512	-1,099.60
Bill Pmt -Check	06/09/2023	2186	Frontier Fire Protection, I...	PO #1924	-1,750.00
Bill Pmt -Check	06/09/2023	2187	Hensell Materials, Inc.		-4,396.25
Bill Pmt -Check	06/09/2023	2204	Humboldt Bay Municipal ...	9002.001 RMT2	-1,166.53
Bill Pmt -Check	06/09/2023	2189	Humboldt Towing		-131.25
Bill Pmt -Check	06/09/2023	2190	Mission Uniform & Linen	299313	-216.28
Bill Pmt -Check	06/09/2023	2191	Napa Auto Parts	24290	-597.19
Bill Pmt -Check	06/09/2023	2192	Northern California Safet...		-750.00
Bill Pmt -Check	06/09/2023	2193	Pacific Gas & Electric (8...	0074698259-4	-6,360.21
Bill Pmt -Check	06/09/2023	2194	Pacific Gas & Electric (N...	2072047	-767.82
Bill Pmt -Check	06/09/2023	2195	Pierson Building Center	1297	-606.12
Bill Pmt -Check	06/09/2023	2196	Recology Eel River	061097997	-446.02
Bill Pmt -Check	06/09/2023	2197	Recology Humboldt Cou...	061218064	-729.18
Bill Pmt -Check	06/09/2023	2198	Recology Humboldt Cou...	A0060000265	-3,001.44
Bill Pmt -Check	06/09/2023	2199	SHN Consulting Enginee...		-17,325.08
Bill Pmt -Check	06/09/2023	2200	Southwest Answering Se...	03/23-04/19/202...	-229.00
Bill Pmt -Check	06/09/2023	2201	Standard Insurance Com...	ST 908447 0001	-286.80
Bill Pmt -Check	06/09/2023	2202	StewTel, Inc.		-328.05
Bill Pmt -Check	06/09/2023	2203	Tehama Tire	Travel lift tube	-186.58
Bill Pmt -Check	06/09/2023	2205	Englund Marine Supply		-998.66
Bill Pmt -Check	06/09/2023	2206	Eureka Oxygen Company		-231.26
Bill Pmt -Check	06/09/2023	2207	101Netlink		-230.00
Bill Pmt -Check	06/09/2023	2208	Mitchell Law Firm, LLP		-1,826.50
Bill Pmt -Check	06/09/2023	2209	RMI Outdoors	VOID:	0.00
Bill Pmt -Check	06/09/2023	2210	Shelter Cove Fishing Pre...	SC Janitorial Jun...	-2,083.33
Bill Pmt -Check	06/09/2023	2211	Sunbelt Rentals	772625	-494.56
Bill Pmt -Check	06/09/2023	2212	World Oil Enviromental S...	15055	-688.87
Bill Pmt -Check	06/09/2023	2213	RMI Outdoors		-21.83
Check	06/09/2023	2214	US Bank Corporate Pay...		-7,324.79
Bill Pmt -Check	06/09/2023	2215	Enterprise-Record, Merc...	PO#1971 Pub N...	-358.48
Bill Pmt -Check	06/09/2023	2216	Express Services, Inc.	28590512	-1,342.95
Bill Pmt -Check	06/09/2023	2217	Northern California Glove	3474	-12.73
Bill Pmt -Check	06/09/2023	2218	Pacific Gas & Electric (3...	6598073494-4	-206.11
Bill Pmt -Check	06/12/2023	ACH	Pacific Gas & Electric (1...	Acct #06704919...	-2,479.01
Bill Pmt -Check	06/12/2023		Humboldt County Tax Co...	QuickBooks gen...	0.00
Bill Pmt -Check	06/20/2023	Xfer	PNC Bank, N.A.	36603233	-234,205.09
Liability Check	06/21/2023	E-pay	Internal Revenue Service	94-2262845 QB ...	-5,779.20
Liability Check	06/21/2023	E-pay	Employment Developme...	499-0307-3 QB T...	-2,167.94
Liability Check	06/22/2023		QuickBooks Payroll Serv...	Created by Payro...	-27,970.91
Liability Check	06/23/2023	2220	Operating Engineers Loc...	94-2262845	-174.44
Liability Check	06/23/2023	ACH	California State Disburse...	200000002142499	-372.46
Bill Pmt -Check	06/23/2023	ACH	CalPERS 457 Program	457Match 06/23/...	-350.00
Liability Check	06/23/2023	ACH	CalPERS 457 Program	450348	-1,860.75
Liability Check	06/23/2023	ACH	PERS Unfunded Accrue...	2233447024	-5,670.54
Liability Check	06/23/2023	ACH	California State Disburse...	200000002073316	-500.76
Liability Check	06/23/2023	ACH	State Disbursement Unit	0230000067964	-233.53
Liability Check	06/23/2023	2221	Franchise Tax Board		-100.00

Humboldt Bay Harbor, Recreation & Conservation District

09/05/23

Account QuickReport

Accrual Basis

As of June 30, 2023

Type	Date	Num	Name	Memo	Amount
Check	06/23/2023	2222	Elder, John	Tenant Refund	-139.50
Bill Pmt -Check	06/23/2023	2223	Alber's Tractor & Ag Work	PO#1975	-760.00
Bill Pmt -Check	06/23/2023	2224	AT&T Internet	831-000-8571 571	-886.57
Bill Pmt -Check	06/23/2023	2225	Coastal Business Syste...	017-1623192-000	-505.55
Bill Pmt -Check	06/23/2023	2226	Daily Journal of Commerce	WIM Dredging R...	-132.94
Bill Pmt -Check	06/23/2023	2227	David L. Moonie & Co., L...		-2,040.00
Bill Pmt -Check	06/23/2023	2228	Express Services, Inc.	28590512	-2,199.20
Bill Pmt -Check	06/23/2023	2229	Hum Van	PO 1979, Cruise ...	-325.00
Bill Pmt -Check	06/23/2023	2230	Humboldt Bay Solar Fun...	HB0520	-16,832.01
Bill Pmt -Check	06/23/2023	2231	Humboldt Community Se...	3165	-18.00
Bill Pmt -Check	06/23/2023	2232	Humboldt Waste Manag...	20218	-33.98
Bill Pmt -Check	06/23/2023	2233	Interstate Battery		-145.82
Bill Pmt -Check	06/23/2023	2234	Network Help To Go	July 2023 IT Ser...	-575.00
Bill Pmt -Check	06/23/2023	2235	Picky Picky Picky Inc.		-142.56
Bill Pmt -Check	06/23/2023	2236	Redwood Community Ac...	PO 1841, Project...	-37,055.68
Bill Pmt -Check	06/23/2023	2237	Shelter Cove Resort Imp...	SC 03/29/2023-0...	-204.46
Bill Pmt -Check	06/23/2023	2238	Staples Credit Plan	6035 5178 1247 ...	-54.00
Bill Pmt -Check	06/23/2023	2239	Valley Pacific Petroleum ...	114137	-1,513.90
Bill Pmt -Check	06/23/2023	2240	Verizon Wireless		-216.32
Bill Pmt -Check	06/23/2023	2241	Verizon Wireless	Bill received 06/0...	-329.02
Bill Pmt -Check	06/23/2023	2242	B & B Portable Toilets	WIM July 4th	-446.14
Bill Pmt -Check	06/23/2023	2243	B & B Portable Toilets		-397.16
Bill Pmt -Check	06/29/2023		Humboldt Land Title Co...	QuickBooks gen...	0.00
Check	06/30/2023			Service Charge	-337.99
Total 10200.1 · Cash in PNC, Checking					-520,621.98
TOTAL					-520,621.98

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

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



August 3, 2023

Brent A. Robinson
Aiman-Smith & Marcy
7677 Oakport St. Suite 1150
Oakland, CA 94621

Re: Claim of Cari McCormick

Dear Mr. Robinson,

Re: Notice of Insufficiency of Claim Filed with the Humboldt Bay Harbor, Recreation and Conservation District

Your claim received by the Board of Commissioners on August 2, 2023, failed to substantially comply with the California Government Code §910, §910.2, §910.4 and/or §910.8. It was insufficient for failing to provide the following information:

The date, place, and facts describing the circumstances of the event, occurrence or transaction with the Humboldt Bay Harbor, Recreation and Conservation District which you claim caused the injury, damage or loss to the claimant.

The name or names of the public employee or employees at the Humboldt Bay Harbor, Recreation and Conservation District causing the injury, damage or loss, if known.

You may correct the insufficiency by filing an amended claim supplying the missing information listed above. You have 15 days after the date of this letter or six (6) months from the date of the alleged accident, whichever is later, in which to file this amended claim. If you fail to provide the missing information, your claim MAY be rejected, and you may also lose the right to initiate a lawsuit.

Sincerely,

Larry Oetker
Executive Director

COMMISSIONERS

1st Division

Aaron Newman

2nd Division

Greg Dale

3rd Division

Stephen Kullmann

4th Division

Craig Benson

5th Division

Patrick Higgins

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STAFF REPORT
HARBOR DISTRICT MEETING
September 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Cory Mooers, Marina Manager

DATE: August 16, 2023

TITLE: Approve PO No. 2007 to Solink for Security Cameras at Woodley Island Marina

STAFF RECOMMENDATION: Approve Purchase Order No. 2007 for the purchase and installation of security cameras servicing Woodley Island Marina.

SUMMARY: On July 27, 2023, the Board of Commissioners adopted Resolution 2023-13, adopting the final Fiscal Year 2023-2024 Humboldt Bay Harbor, Recreation and Conservation District Budget, which includes a line item for the replacement of security cameras at Woodley Island Marina. Approval of this Purchase Order will fulfill this budget obligation.

ATTACHMENTS:

A PO No. 2007



Humboldt Bay Harbor, Recreation &
Conservation District

PO Box 1030
Eureka, CA 95502

Purchase Order

Date	P.O. No.
09/14/2023	2007

Vendor
Solink Corporation 390 March Rd Kanata, ON K2K 0G7 CA

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

Description	Qty	Rate	Class	Amount
Cameras, Equipment, Installation & Labor Woodley Island Marina Docks Quote 07/04/2023 Quote # 20230704-203639866				\$8,733.74
Approved By:			Total	NTE \$10,000.00

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Eureka, California 95502-1030



STAFF REPORT - HARBOR DISTRICT MEETING
September 14, 2023

TO: Honorable Board President and Harbor District Board Members
FROM: Larry Oetker, Executive Director
DATE: September 11, 2023
TITLE: Administrative Permit A-2023-05: Chevron Eureka Terminal Dock Maintenance Dredging

RECOMMENDATION: Staff recommends that the Board: Receive a report regarding issuance of Administrative Permit A-2023-05 Chevron Eureka Terminal Dock Maintenance Dredging.

BACKGROUND: Chevron is proposing regular maintenance dredging within Humboldt Bay at Chevron Eureka Terminal Dock. Chevron requested a permit for a total volume of 2,500 cubic yards (cy) of dredging within a 0.36 acre area. Dredged material will be removed from the bay floor using a clamshell bucket attached to an excavator and/or crane and deposited in a scow. The scow will be transported to the Humboldt Open Ocean Disposal Site (HOODS) where the dredged material will be deposited.

District staff determined that the project is exempt from the California Environmental Quality pursuant to a Class 4 categorical exemption (Section 15304. (g) Minor Alterations to Land), which exempts maintenance dredging where the spoils are deposited in an area authorized by all applicable state and federal regulatory agencies. The District has further determined that the use of the categorical exemption is not barred by any of the exceptions set forth in CEQA Guidelines Section 15300.2. A Notice of Exemption will be filed with the County. District staff has issued Permit A-2023-05 for the Project.

ATTACHMENTS:

- A. Permit A-2023-05 for Chevron Eureka Terminal Dock Maintenance Dredging
- B. California Environmental Quality Act Categorical Exemption for Permit A-2023-05

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
5th Division: Patrick Higgins

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



September 5th, 2023

ADMINISTRATIVE PERMIT

Permittee:

Chad Brandt
Chevron Products Company
3400 Christie Street,
Eureka, CA 95503
(971) 201-0034
chadbrandt@chevron.com

Agent:

Travis Schneider
Pacific Affiliates
PO Box 133
Eureka, CA 95502
(707) 445-3001
tschneider@pacaff.com

RE: Chevron Eureka Terminal Dock – Maintenance Dredging

Administrative Permit No. A-2023-05

This is to inform you that the Humboldt Bay Harbor, Recreation and Conservation District (District) has approved your permit for maintenance dredging as detailed in the application received by the Harbor District for the above referenced project, with the following conditions:

1. The maintenance dredging shall not result in enlargement or expansion of dredged areas.
2. The work shall be completed consistent with the application provided to the District. Any change from the proposed work detailed in the application materials must be submitted in writing and coordinated and approved in advance by the District.
3. A copy of this Permit shall be kept on hand during project activities.
4. Any other permits or approvals required by other agencies must be obtained before commencing work.
5. The District shall be notified at least five (5) days prior to any dredging activities authorized by this permit.
6. There shall be no unreasonable interference with navigation caused by the work herein authorized, and no attempt shall be made by the Permittee to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
7. All dredged material and debris shall be disposed of only at an authorized disposal site.

8. No construction materials, debris, or waste shall be placed or stored where it may be subject to entering waters of Humboldt Bay.

9. To prevent and address spill of equipment fuels, lubricants, and similar materials the work shall incorporate the following measures:
 - a. No equipment fueling, shall occur on, within or immediately adjacent to the Bay.
 - b. All equipment used during dredging shall be free of oil and fuel leaks at all times.
 - c. All spills shall be reported immediately to the appropriate public and emergency services response agencies.

Neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District, shall be liable to any extent, for the injury or damage to any person or property, or for the death of any person arising out of or connected with, the work authorized by this Permit, and the Permittee shall indemnify and hold this Harbor District, its Commissioners and Officers free and harmless from any liability for any such injury, death or damages.

This Permit is valid as of this date for a period of one year. If the Permittee cannot complete the work within the time granted by this Permit, an extension shall be requested before the Permit expires. Appeals may be made at the next regular session of the Board at 7:00 p.m. in the Woodley Island Marina Conference Room.

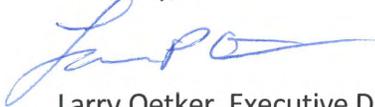
Please sign and return the original of this letter if this Permit and its content are fully understood; keep a copy for your records. The acknowledgement should be returned within ten (10) days following Permit issuance.

Permittee/Agent

Date

If there are any questions with regards to this permit, please contact this office referring to the Permit number indicated above.

Sincerely,



Larry Oetker, Executive Director

cc: Board of Commissioners
District Planner

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
5th Division: Patrick Higgins

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



CALIFORNIA ENVIRONMENTAL QUALITY ACT - NOTICE OF EXEMPTION

To: County of Humboldt
County Clerk
825 5th Street
Eureka, CA 95501

From: Humboldt Bay Harbor, Recreation,
and Conservation District
601 Startare Drive
Eureka, CA 95501
districtplanner@humboldtby.org

Project Title: Chevron Eureka Marine Terminal - Maintenance Dredging

Project Applicant:

Chad Brandt
Chevron Products Company
3400 Christie Street,
Eureka, CA 95503

Agent:

Travis Schneider
Pacific Affiliates
PO Box 133, Eureka, CA 95502
(707) 445-3001

Project Location: The project site is located immediately adjacent to the Chevron Eureka Marine Terminal (CEMT) dock along the eastern shore of the North Humboldt Bay Channel in the City of Eureka at 990 West Waterfront Drive. Project parcels include APN's 007-071-013 and 007-071-008; the former being a tideland parcel owned by the City of Eureka and the latter being the adjacent upland parcel owned by the Chevron Corporation. The CEMT own or leases the two parcels for the purpose importing and shipping petroleum products.

Project Summary: Maintenance dredging of bay sediment is proposed for the area adjacent to the Chevron Eureka Marine Terminal dock to restore the area to design depths and to allow for safe passage of vessel traffic. The project proposes to remove a maximum of 2,500 cubic yards of sediment during the initial dredging event covered under the requested permit. Calculations based on recent hydrographic surveys show roughly 1,000 -2,500 cubic yards of material needs to be dredged to achieve the target depth of -22 feet MLLW (plus a two-foot overdredge). Dredging extents comprise an area of approximately 0.36 acres. The dredge footprint measures 84 feet at the widest point by 315 feet long; the dredge footprint is triangular and tapers to a point 315 feet from the southwest corner of the dock.

Dredging will be performed using an excavator and/or crane with a clamshell bucket positioned on a floating work barge. Material will be scooped from the bay floor and deposited in a sealed dump scow situated adjacent to the work barge. Once full, the scow will be transported to the Humboldt Open Ocean Disposal Site (HOODS) located three nautical miles northwest of the Humboldt Bay entrance where the dredged material will be deposited.

Dredging is proposed to occur during the in-water work window for Humboldt Bay which is from July 1st to October 15th of each year. The 2023 dredging event is tentatively scheduled for the end of September, pending all approvals are obtained. Upon the commencement of the anticipated

two-week work period, dredging activities will take place approximately 8-12 hours per day. Conservation and Protection Measures will be utilized throughout the project to safeguard Humboldt Bay and its occupants.

The Chevron Eureka Marine Terminal most recently completed a maintenance dredging event in 2019 under authorizations from the U.S. Army Corps, the North Coast Regional Water Quality Control Board, the California Coastal Commission, and the Humboldt Bay Harbor, Recreation & Conservation District (under Permit A 2019-2). Aside from the expired Harbor District permit, all other approvals are currently active.

Pertinent California Environmental Quality Act (CEQA) Exemption: The District has determined that the project is exempt from CEQA pursuant to a Class 4 categorical exemption (Section 15304. (g) Minor Alterations to Land), which exempts maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

Rationale for Exemption: The project involves maintenance dredging, with no more than 2,500 cubic yards being removed in any 12-month period, and spoils disposal at the Humboldt Open Ocean Disposal Site (HOODS). Disposal at HOODS will be performed in accordance with Special Conditions established by the Environmental Protection Agency (EPA) and Army Corps, which may include bathymetric surveys, vessel tracking systems and record keeping/reporting. Scows will only be transported to HOODS when ocean conditions will not interfere with safe transportation and will not create a risk of spillage, leak or other loss of dredge material. Specific cells within HOODS will be identified by EPA and Army Corps which will be used for disposal.

The District has further determined that the use of the categorical exemption is not barred by any of the exceptions set forth in CEQA Guidelines Section 15300.2. The material supporting the above finding is on file with the District and available for review upon request at the address listed below. Specifically:

1. The cumulative impact of successive maintenance dredging would not result in a significant impact.
2. There are not unusual circumstances that create a reasonable possibility that the maintenance dredging will have a significant effect on the environment.
3. The maintenance dredging would not impact scenic resources.
4. The project site is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
5. The maintenance dredging would not cause a substantial adverse change to the significance of a historic structure.

Lead Agency Contact: Larry Oetker, Executive Director
Humboldt Bay Harbor, Recreation, and Conservation District
601 Startare Drive, Eureka, CA 95501

Signature:  _____

Date: 9-10-2023

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2nd Division
Greg Dale
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Craig Benson
5th Division
Patrick Higgins

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



STAFF REPORT
HARBOR DISTRICT MEETING
September 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Robert Provolt, Maintenance Manager

DATE: September 5, 2023

TITLE: Approve PO No. 2014 to Ron's Quality Auto Repair for Transmission Replacement

STAFF RECOMMENDATION: Approve Purchase Order No. 2014 for the purchase and installation of a remanufactured transmission for the District 2011 Ford Ranger.

SUMMARY: The District relies heavily on its aging motor pool fleet; the 2011 Ford Ranger is one of the newest in the fleet. After a review of the vehicle's current value and its need to support the daily operations of the Maintenance Department, a transmission replacement is warranted. The remanufactured transmission will carry a 3-year / 36,000-mile warranty.

ATTACHMENTS:

A PO No. 2014



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

Purchase Order

Date	P.O. No.
09/06/2023	2014

Vendor
Ron's Quality Auto Repair 2655 Myrtle Ave Eureka, CA 95501-3423

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

Description	Qty	Rate	Class	Amount
Estimate # 041418				
Replace Transmission 2011 Ford Ranger				
Parts/Supplies				3749.32
Labor				1162.50
HazMat/Fees				45.74
Tax				290.57
Total Quoted				5248.13
Approved By: 			Total	NTE \$5,500.00

RON'S QUALITY AUTO REPAIR
 2655 MYRTLE AVE
 EUREKA, CA. 95501-3423
 Phone: 707-445-2612 Fax: 707-445-4251
 IN BUSINESS SINCE 1975

ESTIMATE #

041418

BAR #ARC00114839
 EPA #CAL000

Estimate Date : 9/5/2023

Estimate for Services

HUMBOLDT BAY HARBOR DISTRICT - ROBERT

2011 Ford - Ranger - 4L, V6 (244CI) VIN(E)
 Lic #: 1367019 - CA

Odom. In: 102826

Cellular: 707-572-8729 Office: 707-443-0801

VIN #: 1FTKR4EE3 BPB21481

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
REMAN TRANSMISSION	1.00	3,589.00	3,589.00	8/29/23: REPLACE TRANSMISSION	
TRANS				MN	
MERCON V -DEXTRON 111 -ATF 3 &4	16.00	10.02	160.32	TRANSMISSION ASSEMBLY - Remove & Replace -	1,085.00
SPECS				V6,RWD	
MAXLIFE				POWER FLUSH TRANSMISSION	77.50
				WOULD NEED TO COLLECT \$4000.00 DEPOSIT TO ORDER	
				TRANSMISSION	
				hazmat disposal	45.74

RECEIVED

SEP 05 2023

H.B.H.R. & C.D.

PO # 2014

Parts/Supplies: 3,749.32 Labor: 1,162.50 HazMat/Fees: 45.74 Tax: 290.57 Total: \$ 5,248.13

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. All Parts removed will be discarded unless instructed otherwise: Save all Parts 30 DAYS. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE. THERE WILL BE A \$50.00 A DAY STORAGE FEE AFTER VEHICLE WORK HAS BEEN COMPLETED IF LEFT AFTER 7 DAYS.

Signature _____ Date _____ Time _____

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1st Division
Aaron Newman
2nd Division
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Stephen Kullmann
4th Division
Craig Benson
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STAFF REPORT
HARBOR DISTRICT MEETING
September 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Robert Provolt, Maintenance Manager

DATE: September 5, 2023

TITLE: Approve Rebate Agreement with TEAA for Replacement of Hot Water Heaters

STAFF RECOMMENDATION: Approve a Rebate Agreement in the amount of \$29,047.39 with TEAA/Philco for the purchase and installation of 3 hybrid electric water heaters servicing Woodley Island Marina. The net cost to the District is \$0.00.

SUMMARY: In May of 2023, Redwood Community Energy Authority Staff encouraged the District to review and consider a water heater exchange program. The program provides incentives to users to replace certain natural gas appliances with increased efficiency heat pump water heaters, which eliminate the exhaust of a gas-burning appliance and offer energy cost savings. The intended replacement units are hybrid electric heat pump water heaters which are the most cost-effective energy-efficient option available. These models can reduce water heating costs by up to 73%.

ATTACHMENTS:

A Rebate Agreement



July 3, 2023

Chris Mikkelsen
Humboldt Bay Harbor District
601 Startare Dr, Eureka, CA 95501

Dear Chris,

Please accept this letter as a commitment offer for the incentive quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions.

The table on the following page presents the project financials for each site that was assessed by TEAA/PHILCO. This table also includes the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter reserves those funds on a **first come first served basis**.

The GK12 program will be managing your work across 2 different projects (Offices>Showers & Laundry Room) – to be reported to PG&E on completion. The enclosed Program Participation Agreement governs each of those projects individually.

Redwood Coast Energy Authority (RCEA), in partnership with PG&E are providing additional funding for your project. RCEA and PG&E are providing an additional \$800 per unit. This has been itemized in the provided table and is being used to buy-down your project costs.

Should you agree to move the project forward, a Willdan representative will periodically be onsite to oversee our subcontractor. Our subcontractor will be responsible for the pulling and closing of building permits.

If there are any questions, please contact me. We are available to schedule installation in the coming weeks.

Please let me know if there is an expected delay in signature approval as funding is limited.

Thank you in advance for participating in the PG&E Government K-12 Program.

Sincerely,

A handwritten signature in black ink that reads 'Lou Jacobson' in a cursive script.

Lou Jacobson
Willdan Energy Solutions

cc: Tom Kouris ; David Sneed

Humboldt Bay Harbor District	Offices	Showers	Laundry Room	Totals
Existing Gas WH	40 gallon	73.3 gallon	95 gallon	
Proposed HPWH	50-gallon	80-gallon	80-gallon	
Costs				
Base Cost	\$8,140.95	\$9,792.72	\$9,813.72	\$22,706.10
Add On: Electric Run	\$800.00	\$100.00	\$0.00	\$900.00
Add On: Core Drilling	\$200.00	\$0.00	\$200.00	\$400.00
Add On: Misc	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$9,140.95	\$9,892.72	\$10,013.72	\$29,047.38
PG&E Incentive	\$8,340.95	\$9,092.72	\$9,213.72	\$26,647.38
Redwood Coast Energy Authority Funds	\$800.00	\$800.00	\$800.00	\$2,400.00
Net Cost	\$0.00	\$0.00	\$0.00	\$0.00



Program Participation Agreement

Thank you for participating in Willdan's Government and K-12 Schools Program. Follow the 3 steps below to get started.

Step 1: Submit this PPA and pre-installation application to Willdan before commencing installation of energy efficiency measures

Step 2: Willdan ("Implementer") will review the application and issue a Notice to Proceed (NTP)

Step 3: After receiving a NTP, proceed with the installation of measures and then submit the post-installation application (includes Project Certification Form, invoices, calculations, photos, cut sheets, and W-9 form)

Site Information

Site or Building Name: Site Contact Name: Site Contact Phone: Site Contact Email:

Site Address (if multiple, provide full list in an attachment): Mailing Address:

PG&E Account Information

Account Holder Name: Interval Meter? (Y/N): Estimated Total Project Cost: Estimated Total Incentive¹:

Electric Service ID#: Gas Service ID#: Estimated Project Completion Date:

Project Estimates

Measures - From Project Feasibility Study

EEM NO.	Measure Description	Electricity Savings (kWh)	Demand Savings (kW)	Gas Savings (Therms)
---------	---------------------	---------------------------	---------------------	----------------------

Program representatives have developed detailed calculations for proposed measures using industry standard tools, including building modeling software as required. All measures included as part of this program participation have been screened for cost-effectiveness eligibility through a TRC analysis.

Incentive Payment - If Incentives Apply. Payee Must Have W-9 On File With The Program.

Make Incentive Payable To: Payee Type: Notes (Attention To, etc.):

Incentive Mailing Address: State: Zip Code: Telephone:

¹ See terms & conditions sections 9 & 11: funds are subject to change, first-come, first-served and are not guaranteed.

Customer agrees to implement its project (“Project”) subject to these Program Application Agreement Terms and Conditions (“Project Application Agreement”).

1. **AUTHORITY.** Customer represents and warrants it has the Project Site owner’s permission to implement the Project.
2. **ELIGIBILITY REQUIREMENTS.** Eligibility requirements for Projects seeking to participate in Programs must be for a non-residential use and the Project’s meter is charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program Project’s rules and policies which may change without notice, (Statewide Customized Offering Procedures Manual, PG&E’s Platform Rulebook, CPUC NMEC Rulebook) individually and collectively, the (Program Manual), Project measures have not been replaced within the last five years, and any other eligibility requirements as required by PG&E.
3. **WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES.** Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
4. **PROJECT APPROVAL AND PRODUCT QUALIFICATION.** Projects may be required to receive written Project Approval in accordance with the applicable requirements in the Program Manual, which can include the CPUC Energy Division (ED) review and approval for the Project. Until approved, Projects must not remove any existing Project equipment/systems, pre-ordering, purchasing, or installing any equipment. Equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, or won as a prize; new parts installed in existing equipment; or resale products do not qualify.
5. **PROJECT DESIGN, FEASIBILITY, INSTALLATION AND PERMITS.** If applicable, PG&E may review the design, construction, operation or maintenance of the Project which does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. Project design, feasibility, installation and acquiring permits to implement Customer’s Project is between and the Implementer, the contractor performing the work to implement Customer’s project, if any, and Customer. PG&E shall have no responsibility whatsoever to be responsible for, and under no circumstances be required to obtain any necessary Project permits, materials, labor, costs to develop the Project’s scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project.
6. **PROJECT INSTALLATION DEADLINE.** Projects must be completed and fully operational no later than one year from the Project Approval Date.
7. **ACCESS AND INSPECTIONS OF PROJECT SITE.** Project inspections, its baseline and performance measurements, are required to be verified upon the Project’s completion to determine the final incentive amount to be paid. Customer agrees to provide access to PG&E, its agents and the CPUC to perform these tasks and others such as, Project inspection of pre and post installation equipment to review the existing/baseline energy use measurements.
8. **PROJECT MATERIAL OR SCOPE CHANGES.** If the Project scope or Site conditions materially change or there occurs any non-routine events (i.e. Project site size change, use of additional heating and cooling loads, longer or shorter operating hours), during implementation or after completion impacting the Project energy saving benefit, Customer shall promptly prepare a written detailed narrative about such event(s) or modifications.
9. **CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs on this or related to this Project Application Agreement are ESTIMATES only and may vary upon verification of the completed Project’s energy savings. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24. Implementer and PG&E shall validate the Project’s baseline, verify the Project’s actual energy savings, and determine the Project’s incentive to be paid, in compliance with the Project’s relevant Program Manual.
10. **CUSTOMER’S WITH SELF GENERATION CAPABILITIES.** For customers with an existing onsite cogeneration or self-generation, incentives for energy savings in these instances are incentives are limited to and can not exceed the customer cost of kw, kwh, or therms delivered to or purchased by Customers as measured by the utility meter for the previous 12 months usage, from the time of project submittal for review.
11. **INCENTIVE FUNDING.** Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
12. **CUSTOMERS WITH NON-PG&E ENERGY SUPPLY.** If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
13. **PROJECT CERTIFICATIONS.** Customers receiving incentives for energy efficiency measures are required to submit a written certification as set forth in CA Public Utilities Code Section 399.4 b(1) and (2) which states in relevance; “prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the Project’s work was a licensed contractor”. Code also requires for HVAC Project measures to submit proof the permit is closure.
14. **PROJECT COMPLETION SUBMITTAL DOCUMENTATION.** To issue an incentive, all relevant and applicable documentation must be submitted involving Project paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, Project final engineering calculations and related documentation used to substantiate the Project’s energy savings, proof of HVAC permit closure, and other documentation required in the Project’s relevant Program Manual(s) and requested by PG&E.
15. **ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. Projects not delivering the 100 percent of the energy savings benefit, Customer shall be responsible to refund PG&E a prorated amount of the Project Incentive for the

time PG&E did not receive the Project's energy savings. The prorated will be off-set against any amounts due or be payable within 30 days of notification.

16. CPUC DISCLOSURE AND RIGHTS. These terms and conditions can be modified anytime by the CPUC. All Projects are reviewed and approved by CPUC ED staff and Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Customer will receive notice of material changes via mail, fax transmission, or email at the address provided in this Project Application Agreement.
17. TERM AND TERMINATION. This Project Application Agreement is effective upon Customer's signature and expires when PG&E receives 100 percent of the Project's energy saving, unless terminated earlier. If this Project Application Agreement is terminated due to Customer's breach of its obligations or as directed by the CPUC, Implementer and PG&E shall not be liable for any damages or claims arising from such termination.
18. SAFETY AND COMPLIANCE WITH ALL LAWS. Customer and Implementer agree all Project equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions.
19. NO WARRANTY AND DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
20. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
21. MISREPRESENTATION. All Project information provided must be true and correct. Information determined to be fraudulent or misleading will result in Customer's Project being disqualified, and this Project Application Agreement being terminated.
22. LIMITATION OF LIABILITY. PG&E and Implementer shall not be liable for any costs due to a Project's estimated versus actual energy savings related to the Project Incentive to be paid, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E, Implementer or Customer be liable for any special, incidental, indirect, lost profits, or consequential damages arising from or related to Customer's Project.
23. ADVERTISING AND USE OF PG&E'S NAME. Implementer and Customer agree not to use each other's name. PG&E's name or identifying characteristic of customer's Project Site in any published materials absent the written approval of such respective party.
24. ASSIGNMENT. No part of this Project Application Agreement may be assigned by Customer without Implementer's written consent, unless the assignment is for the sale of the Project Site.
25. PROJECT SITE SALE. Customer agrees to include these Project obligations under the Project Application Agreement, if still required, as part of a sale or rental agreement involving the Project Site for purposes of assigning the Project to be continued and completed accordingly.
26. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not for five years thereafter seek an EE incentives or rebates offered by PG&E, other Program Administrators, state or local agencies for the Project measures/services under this Project Application Agreement.
27. TAX LIABILITY. Customer acknowledges that receipt of any incentive pursuant to this Project Application Agreement may result in taxable income to the Customer, even if Customer does not directly receive the incentive payment. Customer is solely responsible for payment and reporting any tax liability arising from the incentive paid and should consult with their tax advisor.
28. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
29. GOVERNING LAW. This Application shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.

Customer Signature

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

Customer Representative (print)

Signature

Date



To: GK12 Program Participants
From: Thomas Kouris, Willdan Energy Solutions (PG&E Program Implementor)
Subject: Demand Response

Dear Program Participant,

Thank you for enrolling in the PG&E GK-12 Water Heater Replacement offer. With the installation of a new electric heat pump hot water heater (HPWH), you have switched from gas to an efficient electric heat pump solution which will reduce your carbon and air emissions.

Your enrollment includes substantial incentives to reduce your installation cost. The incentive program asks participants to enroll in a Demand Response (DR) program. Willdan is partnered with AutoGrid, a PG&E registered DR aggregator, who will enroll selected HPWH(s) into their Capacity Bidding DR Program (CBP). This DR program helps you to: reduce your electric bill, earn incentives every time you participate, reduce greenhouse gas emissions, improve air quality, and support grid stability in California.

The HPWH has a device allowing it to be controlled remotely. When requested by PG&E or CAISO (grid management for the state), AutoGrid will minimize your water heater energy usage for up to 4 hours, typically between 4pm-9pm (demand response *event*). The events occur on the hottest days of the summer or other grid-stressed times from May 1 through October 31. There are typically 5-15 events/year. You may “opt-out” of any event.

About 45 minutes prior to an event, AutoGrid will assess the temperature of the water in the tank. A signal will be sent to your HPWH to turn *on* to preheat the water to a temperature slightly *higher* than the standard setting. Preheating allows you to comfortably “ride through” the DR event as any temperature difference should not be noticeable. A drop in temperature is typically 1 degree per hour. So, your HPWH may go from about 125 degrees to about 120 degrees during the event. Again, you will save money and get paid for participating.

The attached and populated agreement needs to be signed prior to installation. Once signed, the GK12 team will submit the application to AutoGrid. When the project completes, we will notify AutoGrid and they will enroll your HPWH(s) in the CBP DR program.

Thank you again for your participation!

Sincerely,

Tom Kouris

Tom Kouris

Enclosed: Demand Response FAQ, Populated CBP Enrollment Form



Electric Sample Form No. 79-1075 Sheet 1
 Notice to Add or Delete Customers Participating in the Capacity Bidding Program

**Please Refer to Attached
Sample Form**



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator’s CBP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event.

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	
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This notice adds or deletes a customer’s Service Agreements from the Aggregator’s CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator’s portfolio. Additions to the portfolio will be effective upon PG&E’s approval date. Deletions from the portfolio will be effective upon the date indicated by the Aggregator or upon the first date which the SA ID is not actively nominated, whichever occurs first.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer’s Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E’s agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E’s tariffs or for any damages caused by Aggregator’s failure to perform any commitment to the Customer.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction

Customer Name:		Aggregator Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

† Information collected on this form is used in accordance with PG&E’s Privacy Policy. The Privacy Policy is available at pge.com/privacy.



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Capacity Bidding Program by completing the options on page 4 of this form:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV at any time, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third-party).

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: _____

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources <i>(If applicable)</i>	Total Nameplate Capacity of all Prohibited Resources [capacity kW] <i>(If applicable)</i>	Default Adjustment Value (*) [capacity kW] <i>(If applicable)</i>
			I will not use them during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
2.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
6.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
7.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
8.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
9.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
10.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
11.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
12.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
13.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
14.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
15.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
16.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
17.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
18.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
19.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
20.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.

How to Protect Native Women, Girls, and People in Humboldt & Del Norte County as Offshore Wind Enters the Region: MMIP Prevention Planning and Recommendations

June 21, 2023

Report by Yurok Tribal Court, authored by Katherine Katcher & Chief Judge Abby Abinanti

Executive Summary

As offshore wind development occurs in the Northern Coast of California, concerns have grown about the safety of Native women, girls, and people in the region. Given the historical and present day crisis of sex trafficking and Missing and Murdered Indigenous people in California and the United States, special attention, prevention planning, and agreements are needed to ensure the safety of Native people in the region.

California has the fifth largest MMIP Caseload, and Northern CA is the epicenter for these cases. A 120-Year survey of California MMIP cases found that one in five of the state's cases are from Humboldt County.¹ Since the Gold Rush, tribes in California have lost countless women, girls and two-spirit individuals to violence. Most commonly, these crimes are perpetrated by non-Indians and away from tribal jurisdictions.

The port development projects will bring hundreds, if not thousands, of workers from outside the region to work on a range of projects including: wind farms, port development, electricity transmission and onshore upgrades. While this development is potentially good for the local economy and to address the climate and energy catastrophes, there is a great risk of harm to Native people, particularly women and girls. This development is also coming at a time where Native communities in Northern California are being hit harder than any other community by the fentanyl crisis, making young women and girls particularly vulnerable.²

This memo examines how to prevent MMIP and sex trafficking during a development boom, based on research of best practices as well as discussion with key advocates in the MMIP policy space. From the research, we can conclude that there must be a strong, comprehensive community benefit agreement in place between local Tribes and the corporations profiting from development.³ The community benefit agreements must be multi-faceted, covering prevention, education, and response. This includes agreements with the community as well as agreements to adopt and implement critical corporate policies. There must be (1) agreement to hold pre-development impact assessment meetings with Native communities to hear from and share information with Native communities; (2) agreement that the company hold ongoing and regular meetings with Native Communities to share and receive information; (3) agreement to conduct

¹ <https://www.times-standard.com/2020/08/23/2588961/>

² <https://www.caprado.org/articles/2023/04/03/roundtable-explores-solutions-to-fentanyl-crisis-in-california-native-american-communities/>

³ See Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, "Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation". 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://www.coloradolaw.com/scholarly-commons/2017/04/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation/)

extensive background checks on all employees, to the full extent permitted under law to reduce the chances of people with sex offenses coming to the region to prey on Native women, girls and people; (4) agreement to monitor and ensure safety in employee housing; (5) agreement to ensure that Tribal people and vulnerable populations living on/near port development site have access to transportation; (6) agreement to tag company and worker vehicles so that all new cars and drivers in the region can be properly identified; (7) agreement to conduct employee training on Native people and the culture of local Tribes as well training on preventing human trafficking; (8) agreement to coordinate with and support stronger law enforcement in the region; (9) agreement to support victim services and social services programs to respond to any increase in crime and victimization; (10) agreement to source employees locally and to invest in local workforce development. The community benefit agreement should also mandate that the company have or adopt corporate policies to prevent MMIP and trafficking. This includes adopting (1) a best practice compact from the United Nations or World Bank, (2) policies that ensure board oversight of community relations, human rights, and social performance, (3) a strong code of conduct for all employees, (4) a mandate that corporate partners and contractors are in compliance with all of the same policies and (5) strong whistleblower protections.

HISTORY & PRESENT DAY: THE PROBLEM OF MMIP & SEX TRAFFICKING OF NATIVE WOMEN, GIRLS, AND PEOPLE DURING DEVELOPMENT BOOMS

Development projects on or near Tribal communities in the United States, Canadian, and globally, have brought both economic opportunity and an increase in MMIP, violent crime, drug abuse, and sex trafficking of Native women and children.⁴ There are examples of this phenomenon from all over the world and across history. A recent example comes from a 2017 article in the Harvard Journal of Law & Gender studied extraction projects near the Fort Berthold Reservation in North Dakota.⁵ During the period of development near Fort Berthold, there were more murders, fatal accidents, sexual assaults, domestic disputes, drug busts, gun threats, and human trafficking cases than in any year before.⁶ And over a two-year period, the tribe's court system saw its caseload grow by over 2,000%. In Canada, the National Inquiry on Missing and Murdered Indigenous Women and Girls found that “work camps, or ‘man camps,’ in Canada, associated with the resource extraction industry (were) implicated in higher rates of violence

⁴ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

⁵ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

⁶ Kimberly N. Mitchell, “Man Camps, Oil Pipelines, and MMIW: How United States V. Cooley is a False Victory for Indigenous Tribes”. Vermont Journal of Environmental Law, [Man Camps, Oil Pipelines, and MMIW: How United States v. Cooley is a False Victory for Indigenous Tribes \(vermontlaw.edu\)](#)

against Indigenous women at the camps and in the neighboring communities.”⁷ The Canada Inquiry found that “Increased crime levels, including drug- and alcohol-related offenses, sexual offenses, and domestic and ‘gang’ violence, have been linked to ‘boom town’ and other resource development contexts.”⁸

There are myriad of reasons that development projects on or near Tribal communities exacerbate the crisis of MMIP and result in increased rates of violence and trafficking. While this memo seeks to focus on solutions, a brief overview of the causation factors is critical to understanding how to create prevention plans. These causation factors include: (1) complex jurisdictional issues among federal, state, and Tribal governments that make policing, prosecution, and the protection of Tribal people more difficult, making Native people, especially those living on reservations, easier targets;⁹ (2) “man camp culture” which exacerbates isolation, mental illness, drug and alcohol abuse, violence, misogyny, and racism among the men living there;¹⁰ (3) man camp conditions, location, and lack of regulation, on or in close proximity to Indigenous communities but with the anonymity of a “shadow population” of transient men;¹¹ and (4) most rural communities do not have sufficient law enforcement, victim services, and other support needed for the influx of workers in the community, the rise in crime, and the increased number of calls for service.¹²

These are just some of the many documented issues that lead to an increase in MMIP when development takes place. From a solution-oriented perspective, and as the Harvard researchers point out, *one of the major issues is that all of these underlying dynamics exist, and there is no prevention plan in place to protect Native people, before, during and after extraction and development projects.*¹³ Adding to concern about MMIP and trafficking for this particular development project in Humboldt County, and putting even more importance on the need of a prevention plan is that the company that has been selected to develop the Port of Humboldt

⁷ “Our Mandate, Our Vision, Our Mission”. National Inquiry into Missing and Murdered Indigenous Women and Girls, [Our Mandate, Our Vision, Our Mission | MMIWG \(mmiwg-ffada.ca\)](https://www.mmiwg-ffada.ca)

⁸ “Our Mandate, Our Vision, Our Mission”. National Inquiry into Missing and Murdered Indigenous Women and Girls, [Our Mandate, Our Vision, Our Mission | MMIWG \(mmiwg-ffada.ca\)](https://www.mmiwg-ffada.ca)

⁹ Kimberly N. Mitchell, “Man Camps, Oil Pipelines, and MMIW: How United States V. Cooley is a False Victory for Indigenous Tribes”. Vermont Journal of Environmental Law, [Man Camps, Oil Pipelines, and MMIW: How United States v. Cooley is a False Victory for Indigenous Tribes \(vermontlaw.edu\)](https://www.vermontlaw.edu/man-camps-oil-pipelines-and-mmiw-how-united-states-v-cooley-is-a-false-victory-for-indigenous-tribes)

¹⁰ “Missing & Murdered Indigenous Persons (MMIP) & Pipeline Mancamps”. Pipeline Fighters Hub, [Missing & Murdered Indigenous Persons & Pipeline Mancamps | Pipeline Fighters Hub](https://www.pipelinefightershub.com/missing-and-murdered-indigenous-persons-and-pipeline-mancamps)

¹¹ “Missing & Murdered Indigenous Persons (MMIP) & Pipeline Mancamps”. Pipeline Fighters Hub, [Missing & Murdered Indigenous Persons & Pipeline Mancamps | Pipeline Fighters Hub](https://www.pipelinefightershub.com/missing-and-murdered-indigenous-persons-and-pipeline-mancamps)

¹² Zuya Winyan Wicayunihan, “Honoring Warrior Women, A Study on Missing and Murdered Indigenous Women and Girls in States Impacted by the Keystone XL Pipeline”. Sovereign Bodies Institute & Brave Heart Society, [6b33f7 27835308ecc84e5aae8ffbdb7f20403c.pdf \(filesusr.com\)](https://www.filesusr.com/6b33f727835308ecc84e5aae8ffbdb7f20403c.pdf)

¹³ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://www.colorado.edu/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation)

Bay, Crowley Maritime Corporation, has a problematic track record on related issues.¹⁴ Crowley Maritime Corporation is a global logistics, maritime and energy solutions company that has entered an agreement with the Port of Humboldt Bay to exclusively negotiate to build and operate the terminal.¹⁵ Crowley Maritime Corporation is currently facing multiple lawsuits by former female employees alleging sexual assault and sex trafficking.¹⁶ According to the two different plaintiffs, the company ignored concerns about a particular employee who harassed and assaulted both women; the sex trafficking complaints stem from one of them allegedly having to travel internationally with her assaulter, despite her raising these issues with the company.¹⁷ She claims that the company allowed the trip to go ahead with an employee known to be a “sexual predator”, according to her lawyers.¹⁸ Given these allegations and current lawsuits, it is even more critical that Crowley make commitments with the Native and local community to prevent MMIP, assault, and trafficking during the port development projects.

SOLUTION AND PLANNING: COMMUNITY BENEFIT AGREEMENTS TO PREVENT MMIP & SEX TRAFFICKING

The single most promising solution and strategy to mitigate the impact of development projects on Native communities and tribes and to prevent MMIP and trafficking is the creation of strong, multi-faceted, and comprehensive community benefit agreements (CBAs). These agreements must be developed to ensure that companies have proper plans and protocols in place. Canada’s MMIWG inquiry recommends that developers and the communities have a CBA in place *prior* to approval of a development contract. Notably, even though Crowley has already been selected to develop the Port of Humboldt, the lease currently does not include a community benefit agreement.

This section provides a description of the key policies that should be included in any CBA with Crowley and future developers of the port and offshore wind projects. While these policies and practices are largely focused on the agreements that the developer corporations must make, some may also pertain to local governments. There is an opportunity for Tribal leaders and the community working group looking at these issues to also engage with local government to make certain commitments with the community. For example, the counties of Humboldt and Del Norte, as well as the cities where development will occur, need to invest in additional law enforcement, to provide mandatory trainings to all law enforcement on prevention of sex trafficking and MMIP, and commitments to support Native people and vulnerable communities in the region as

¹⁴ <https://www.crowley.com/news-and-media/press-releases/eureka-crowley-celebrate-new-office-to-advance-renewable-energy-in-california/>

¹⁵ <https://www.crowley.com/news-and-media/press-releases/eureka-crowley-celebrate-new-office-to-advance-renewable-energy-in-california/>

¹⁶ See <https://www.tradewindsnews.com/law/crowley-maritime-faces-fresh-legal-claim-over-office-sexual-predator/-2-1-1431116> and <https://www.firstcoastnews.com/article/news/crime/second-woman-files-federal-sex-trafficking-lawsuit-against-crowley-maritime/77-4f1850d6-ddcf-407f-82e7-11a9b39f1060>

¹⁷ Id.

¹⁸ Id.

development comes in. These recommendations are related to and run parallel with the recommendations for the developer corporations.

Based on international and U.S. based research and studies, as well as discussions with local tribal advocates, the following are key recommendations for CBA requirements:

1. **Agreement to Have Pre-Development Meetings with Tribal Leaders, Tribes, and Native Communities to create a MMIP & trafficking prevention plan.** The Harvard Law & Gender Journal found that initial meetings are critical to have a MMIP prevention plan in place. The meetings should be designed by the company and Tribes to examine the impact of proposed development on health and safety of the Native community.¹⁹ In Canada, a positive example of this is with Trans Mountain, a company that is working on a pipeline in British Columbia.²⁰ Prior to beginning its pipeline work, Trans Mountain met extensively with communities where construction would occur prior to construction—to “gather information about Indigenous social experiences during construction, including those relating to worker accommodation, worker conduct, as well as Indigenous social and cultural well-being.”²¹ The company also held meetings with local governments and service agencies.²² In these meetings, there was an exchange of information; while the indigenous communities, Tribes, and local agencies shared information with Trans Mountain, the company also provided information about the number of employees working on the project and where they would live in each community.²³
2. **Agreement to Have Ongoing, Regular Meetings with Native Communities to Monitor Impact of Development.** Research shows that community meetings and coordination must not only be a part of the pre-development stage; they must be a part of an ongoing practice for the developers.²⁴ Ongoing meetings provide an avenue for individuals, business partners, and local aid groups to discuss concerns, ask questions,

¹⁹ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

²⁰ Lori Culbert, “Indigenous women vulnerable to ‘man camps’: MMIWG report. So, What’s at stake with the pipeline approval?”. Vancouver Sun, 2019, [Indigenous women vulnerable to "man camps": MMIWG report | Vancouver Sun](#)

²¹ Lori Culbert, “Indigenous women vulnerable to ‘man camps’: MMIWG report. So, What’s at stake with the pipeline approval?”. Vancouver Sun, 2019, [Indigenous women vulnerable to "man camps": MMIWG report | Vancouver Sun](#)

²² Lori Culbert, “Indigenous women vulnerable to ‘man camps’: MMIWG report. So, What’s at stake with the pipeline approval?”. Vancouver Sun, 2019, [Indigenous women vulnerable to "man camps": MMIWG report | Vancouver Sun](#)

²³ Lori Culbert, “Indigenous women vulnerable to ‘man camps’: MMIWG report. So, What’s at stake with the pipeline approval?”. Vancouver Sun, 2019, [Indigenous women vulnerable to "man camps": MMIWG report | Vancouver Sun](#)

²⁴ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

and report suspicious or illegal activity. Ongoing meetings also allow corporations, local government, and Tribes to better identify and respond to issues or gaps in real time. The development companies involved can also continue to address and build upon their human rights or human trafficking policies, given the needs of the community and any negative impacts of the development that occur over time.

3. **Agreement to Address MMIP and Trafficking in corporate/Tribal communications plan.** In addition to the initial and regular meetings between the developer and Tribal communities, the two should come together to create communications plan to address these issues, should any concerns arise. The communications plan should include very clear direction for who is responsible at the company to respond to real-time concerns and issues in the community, as well as contacts for each of the major Tribes in the region.
4. **Agreement to Conduct Extensive Background Checks.** The Harvard Law & Gender Journal article found that corporations should expand their use of background checks within the hiring process.²⁵ This is also a key tenet of a community benefit agreement identified by Judge Abby Abinanti of the Yurok Tribe, who has extensive experience working on MMIP prevention. The Harvard researchers found that “companies could play a significant role both by controlling whom they hire and by requiring employees to comply with local and Tribal laws on registration and disclosure.”²⁶ Judge Abinanti recommends that strong background checks should limit the employment of sex offenders to the strongest extent allowed under the law, as this particular population is of great concern to Native women, children, and people.
5. **Agreement to Monitor and Ensure Safety In Employee Housing.** Man camps typically are makeshift housing sites established for industry workers, and there is, traditionally, little regulation, oversight, and access to emergency services for people living at these camps.²⁷ Some of the camps consist of collections of trailers that do not have addresses, do not appear on maps, do not have connections to phone, internet, or cell services, and are not easily accessible to emergency services.²⁸ As part of the CBA,

²⁵ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

²⁶ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

²⁷ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

²⁸ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource](#)

the corporations must commit to taking an active role in ensuring employees have access to proper housing on arrival in the region; employees must be able to provide and maintain documentation of their current address.²⁹ Additionally, the company should ensure that all of the areas where employees are housed have access to emergency services.³⁰

6. **Agreement to Ensure that Tribal people and vulnerable populations living on/near port development sites have access to transportation.** The port sites being developed along the Northern Coast are isolated, and yet within these areas that will be booming with new workers, there are low income housing facilities who will be surrounded by the largely male workforce. Women, children and people in these housing developments currently lack access to public transportation. There needs to be a public transportation plan for this population to get to/from home safely, to reduce their vulnerability risks. For example, there needs to be an increase in public transportation services to peninsula communities.
7. **Agreement to Tag Company and Worker Vehicles:** An Amnesty International Investigation on MMIP and development found that vehicle tagging would improve community safety; every company vehicle should have a decal on it, to take anonymity away from transient workers.³¹ With mandated vehicle decals, if a car is seen picking up a community member or speeding through town, the car's identification can be tracked and reported.³² The developer company should also publicize its policy for vehicle tagging and provide a mechanism for community members to relay concerns about any particular company vehicle in the region.
8. **Agreement to Conduct Employee Training.** Research shows that employee training should be twofold: one part on Indigenous culture and humility and one part on preventing human trafficking and sexual assault. In Canada, advocates working to prevent MMIP where development is taking place have argued that it is critical for companies to engage in community-specific cultural humility training that teaches

[Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

²⁹ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, "Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation". 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

³⁰ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, "Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation". 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

³¹ Anya Zoledziowski, "Wet'suwet'en Isn't Just About a Pipeline, but Keeping Indigenous Women Safe". Vice, 2020, [t'suwet'en Isn't Just about a pipeline. It's Also About Keeping Indigenous Women Safe and preventing MMIW \(vice.com\)](#)

³² Anya Zoledziowski, "Wet'suwet'en Isn't Just About a Pipeline, but Keeping Indigenous Women Safe". Vice, 2020, [t'suwet'en Isn't Just about a pipeline. It's Also About Keeping Indigenous Women Safe and preventing MMIW \(vice.com\)](#)

temporary workers how to respect the Indigenous communities they are engaging with.³³ The Harvard researchers point to the example of groups like Truckers Against Trafficking which provide employee education and training on human trafficking and sexual assault, allowing their employees to better identify and report illegal activity.³⁴ There are many ways to bring this education into the new workforce; it is critical that this be mandated as part of the CBA.

9. **Agreement to Coordinate with and Support Stronger Law Enforcement in the region.** It is critical that companies work with local and Tribal law enforcement to develop and fund a public safety plan. The Harvard researchers found that “engaging in and maintaining regular dialogue with local law enforcement would allow companies to better understand the impact of their activities on the community.”³⁵ The Harvard researchers also found, and local Tribal advocates attest, that in rural areas of the country, local agencies do not have the capacity to keep pace with increases in population and crime that come with new development and workers in the region.³⁶ In Humboldt County, law enforcement is already stretched thin and the Native community often has to wait more than an hour for an officer to attend to a crisis call. Given the inevitable increase in crime and sex trafficking, there will be a need to increase law enforcement to monitor bars, hotels, clubs, and casinos, which are hot spots for human trafficking. As part of the CBA, *developer companies should directly invest in and fund an increase in law enforcement to support local communities.* This would mean additional officers in city and county law enforcement to patrol at night, especially in high crime areas like tribal casinos, to take crisis and emergency calls, and to respond to those calls quickly.
10. **Agreement to Support Victim Services & Social Services.** The Canadian National Inquiry found that “social infrastructure must be expanded and service capacity built to meet the anticipated needs of the host communities in advance of the start of projects. This includes ensuring that policing, social services, and health services are adequately

³³ Anya Zoledziowski, “Wet’suwet’en Isn’t Just About a Pipeline, but Keeping Indigenous Women Safe”. Vice, 2020, [Wet’suwet’en Isn’t Just about a pipeline. It’s Also About Keeping Indigenous Women Safe and preventing MMIW \(vice.com\)](https://www.vice.com/en/article/wetsuweten-isnt-just-about-a-pipeline-but-keeping-indigenous-women-safe)

³⁴ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://coloradolawcommons.com/2017/02/28/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation/)

³⁵ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://coloradolawcommons.com/2017/02/28/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation/)

³⁶ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://coloradolawcommons.com/2017/02/28/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation/)

staffed and resourced.”³⁷ The Harvard researchers also recommended that companies provide financial support to victim services, women’s shelters, or community foundations that can provide aid and assist in developing long term solutions to the problem of human trafficking in the area.³⁸ As part of the CBA, the corporation should be required to donate to support the social and victim services infrastructure in the region.

11. **Agreement to source employees locally and to invest in local workforce development.** Best practice to prevent MMIP and the influx of workers from outside the region is to hire locally. To mitigate the negative impacts of industrial camps, the developer company should prioritize local hiring and minimize the use of short-term or transient workers. The Harvard study also recommends that companies specifically hire self-identified survivors of human trafficking, women, and those vulnerable to being trafficked. This removes the financial need that can make victimization or revictimization more likely.³⁹ The CORE Hub has recognized the importance of local workforce development; a Subcommittee on Workforce Development has been established as part of the CORE Hub which has further, specific recommendations on building an equitable workforce as part of development.
12. **Agreement to Adopt Corporate Policies to Prevent MMIP and Sex Trafficking.** The Harvard study recommends that companies adopt policies for responsible development, some that are even specific to respecting Indigenous communities and cultures. However, the study makes this recommendation with the caveat that policies are only as strong as their implementation and enforcement.⁴⁰ Developers could adopt the following policies:
 - a. **The Universal Declaration of Human Rights (“UDHR”).** The UDHR primarily addresses governmental responsibilities towards the rights of citizens and does not clearly create any responsibilities for businesses. However, adoption of the UDHR is, at minimum, a recognition of the rights to liberty and security of persons that may be impacted by the activities of corporate employees.
 - b. **The United Nations Guiding Principles on Business and Human Rights** create what may be the clearest set of specific duties that companies have with

³⁷ “Reclaiming Power and Place”. National Inquiry Into Missing and Murdered Indigenous Women and Girls, [EXEC cover \(mmiwg-ffada.ca\)](#)

³⁸ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

³⁹ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

⁴⁰ Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

respect to human rights. 60 Companies that have adopted the UN Guiding Principles take on the responsibility to “address adverse human rights impacts with which they are involved.” In addressing violations, the UN Guiding Principles lay out a clear path for corporations to follow, first assessing and identifying the human rights risks created both by their own operations and by other parties linked to them through business relationships, then creating and executing a plan to minimize or mitigate those risks.

- c. **The United Nations Global Compact (“the Compact”)** is an initiative that encourages companies to act strategically and responsibly to support the people and communities in which they operate and to report annually on those efforts. Specifically relating to the issues of human trafficking and Indigenous rights, the principles of the Compact state that “Businesses should support and respect the protection of internationally proclaimed human rights” and “make sure that they are not complicit in human rights abuses.”
 - d. **World Bank’s Operational Policy and Bank Procedure on Indigenous Peoples** commit to a system of “free, prior, and informed consultation” with indigenous groups that also requires companies to formulate an action plan to “avoid, minimize, mitigate, or compensate for” the adverse effects of their operations.
13. **Agreement to Ensure Board Oversight of the CBA and all Corporate Social Policies.** Board oversight is critical to ensure that any policies that are adopted *are enforced and implemented*. Of the fifty-two companies surveyed in its Indigenous Rights Risk Report, First Peoples Worldwide found that only four had Board oversight of community relations, human rights, or social performance. Increasing (or establishing) oversight could encourage implementation of preventive policies, rather than relying only on after-the-fact damage control. The CBA should mandate Board oversight.
14. **Agreement to Create and Share an Employee Code of Conduct.** The Harvard study found that corporations should act to deter criminal conduct by their employees with the adoption of policies on community responsibility and employee conduct, along with strict enforcement of those policies. In Canada, TransMountain has adopted a code of conduct for all of its employees which covers: harassment, respectful behavior, lawfulness, drugs and alcohol, violence and possession of weapons.⁴¹ While criminal enforcement is limited, corporations have the ability to reprimand or terminate employees who engage in harmful conduct. This is particularly important for Crowley Maritime Corporation, who is facing a lawsuit for allegedly not terminating an employee who was harming women, and allowing him to continue in this position. The CBA should mandate the development of an employee code of conduct and it should be shared with Tribal communities.

⁴¹ Lori Culbert, “Indigenous women vulnerable to ‘man camps’: MMIWG report. So, What’s at stake with the pipeline approval?”. Vancouver Sun, 2019, [Indigenous women vulnerable to "man camps": MMIWG report | Vancouver Sun](#)

15. **Agreement to Apply the Employee Code of Conduct to Corporate Partners and Contractors.** Any employee code of conduct should extend to contractors, subcontractors, corporate partners, to the extent appropriate under law.
16. **Whistleblower protections.** As part of the CBA, the company must have a policy that protects employees, contractors, and corporate partners from coming forward to report a violation of company policy, state, and/or federal law. This protection should prevent any and all retaliation, including such actions as firing or laying off, demoting, denying overtime or promotion, or reducing pay or hours.

Conclusion

Development is coming to the Humboldt and Del Norte Coast, areas with some of the highest concentrations of Native communities in the state. Native women, girls, and people have a long history of being harmed and exploited at the hands of mostly male workers who make up “man camps”. Without deliberate, thorough planning that brings the developers to the table with Tribal leaders and activists to create Community Benefit Agreements, a crime, MMIP, and sex trafficking boom feels almost inevitable. Yet there is hope: research shows that, with proper agreements and plans in place, development projects can both provide jobs and ensure safety of the local Native community. The lease for development of the Humboldt Bay Offshore Wind & Heavy Lift Multipurpose Marine Terminal is set to be signed by the end of 2023, with construction to begin by 2030. The lease currently does not include a community benefit agreement. There is an opportunity to act now to create a strong community benefit agreement that ensures the safety of Native people.



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Via E-Mail

To: Humboldt Bay Harbor Recreation and Conservation District Commissioners & Directors

- 1st Division Commissioner Aaron Newman
- 2nd Division Commissioner Greg Dale
- 3rd Division Commissioner Steven Kullman
- 4th Division Commissioner Craig Benson
- 5th Division Commissioner Patrick Higgins
- Executive Director Larry Oetker
- Rob Holmlund, Director of Development

Sent via email: kay6v71@aol.com, gdale574@gmail.com, skullmann@humboldt看bay.org,
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rholmlund@humboldt看bay.org
 CC: districtplanner@humboldt看bay.org

August 28, 2023

Aiy ye kwee' Harbor District Commissioners and Directors:

We write today to with deep concern about Crowley Maritime Services and we urge you to reconsider your selection of the company as the prospective leaseholder of Humboldt's wind terminal. We do not believe that Crowley will serve the interests of our community due to (i) a concerning historical track record as it faces allegations of sexual misconduct and sex trafficking which hasn't been appropriately addressed; and (ii) already very concerning behavior on the part of the company during its very limited time in our community. We urge that you instead invite a new competitive bid process that integrates a more robust human rights and MMIP prevention framework.

On Thursday, July 26th, the *Eureka Times-Standard* reported allegations of sex trafficking by employees of Crowley Marine Services, the parent company of the prospective leaseholder of Humboldt's wind terminal, Crowley Wind Services. We find it particularly concerning that publicly available evidence suggests that high-level executives within Crowley were aware and complacent in allowing misconduct to thrive, which demonstrates a top-down, company-wide cultural problem with the way Crowley handles accusations of sexual misconduct within its company. Jane Doe and Vanessa Treminio, former Crowley employees, allege that senior leaders at Crowley Maritime knew about repeated sexual harassment complaints regarding their Crowley supervisor, yet mandated they go on a business trip to Florida with the man, where he sexually assaulted Doe and raped Treminio.¹ According to Treminio, the supervisor assaulted her in El Salvador and when she reported the rape to Crowley, and the Vice President in charge did not investigate or take action.² In fact, according to

¹ <https://www.times-standard.com/2023/07/26/crowley-the-offshore-wind-terminal-operator-accused-of-sex-trafficking/>

² <https://www.times-standard.com/2023/07/26/crowley-the-offshore-wind-terminal-operator-accused-of-sex-trafficking/>



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Tremino, the company then mandated her attendance on the business trip with the very same supervisor, who again raped her and then assaulted Jane Doe on that trip.³

These allegations picture a rotten company culture which ignores cries from female employees who are experiencing sexual assault and harassment and are deeply concerning. On a national scale, the unwillingness of the company to accept any responsibility for its alleged actions also suggests that Crowley is incapable of making much-needed institutional change.

Adding to the information we have about Crowley’s harmful treatment of women and a company culture of ignoring employee complaints, we are disturbed by Crowley’s behavior in the community thus far and their treatment of women. First, Crowley has had six months to work with local Tribes, Tribal Leaders, and the Native community on a Community Benefits Agreement and other MMIP prevention measures. Yet, they have not made any fundamental public or private commitments towards addressing this company-wide problem and to ensure that the Harbor District Development project does not bring harm to our women and people. Second, and more disturbing, there are current reports that Crowley’s leaders on the project have treated women in our community with disrespect and harassment, leering at women in a professional meeting and making advances towards women after hours during a work convention. People have begun to come forward, following the *Times Standard* article, to speak about this behavior. These reports, in addition to the cases against the company, warrant the Harbor District to investigate the company’s behavior in our community and to re-open the lease negotiation process. The allegations and Crowley’s behavior represent a threat to our region, to Native women and girls, and to the members of the Yurok Tribe, as we work to address the historic and present-day crisis of sex trafficking and Missing and Murdered Indigenous People (MMIP) in California and the United States.

To ensure that the District is fully informed about the MMIP crisis, it is important to alert you to the data we have. California has the fifth largest MMIP caseload, and Northern California is the epicenter for these cases. A 120-year survey of California MMIP cases found that one in five of the state’s cases are from Humboldt County. Nationally, Indigenous women go missing and are murdered at rates higher than any other ethnic group in the United States. Nearly all Indigenous women (97%) who reported experiencing violence reported a perpetrator who was not indigenous,^[2] and more than 4 in 5 American Indigenous women have experienced violence in their lifetime and more than 1 in 3 in the last year. Rates of violent victimization are higher among America’s Indigenous population than for any other race, regardless of sex or gender.^[1] Approximately 1 in 130 Native American children go missing each year.

The issues in our community are so severe that state and federal Government have partnered with California Tribes to address this issue through policy change. The federal, this year, [selected Humboldt County](#) as one of six sites in the entire country to hold hearings about the crisis for the Not Invisible Commission hearing. The hearings were two days of devastating testimony from our community, making it clear that we are at the epicenter of this crisis. [California Governor Newsom](#), [Representative Jared Huffman](#), and [Senator Alex Padilla](#) have also recognized the crisis in our community, passing laws and creating funding programs to address the crisis. We are the only state in the entire country to now have \$24 million dollars allocated to combatting the crisis, money that will go directly to Tribes to support MMIP prevention and response. We

³ <https://www.times-standard.com/2023/07/26/crowley-the-offshore-wind-terminal-operator-accused-of-sex-trafficking/>



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are at the beginning stages of a [sea change to address these issues](#), and we cannot go back or see these efforts undermined by harmful development practices in our region.

In fact, much of the violence against Native women, girls, and people in our region has come from and been caused by development booms associated with extractive industries like mining, logging, and dams; we refuse to allow this to happen again in our community and to our Tribal women, girls, and people. Much of this is due to the build of industrial work camps, also known as “man camps,” which are associated globally with higher rates of violence against Indigenous women at the camps and in the neighboring communities.⁴ As a recent example, the formation of industrial work camps to facilitate extraction projects near the Fort Berthold Reservation in North Dakota, coincided with more murders, fatal accidents, sexual assaults, domestic disputes, drug busts, gun threats, and human trafficking cases than in any year before the project commenced.⁵ And over a two-year period, the Fort Berthold Tribe’s court system saw its caseload grow by over 2,000%.

The impact on MMIP has been true of development projects on or near Tribal communities in the United States, Canada, and globally, and we are not the only entity to flag this concern. The Coastal Commission Consistency Determination staff report detailed findings and concerns related to the safety of Native Tribes and local communities on p. 118 of their report. Specifically, the staff report states that “[T]he Commission expects future wind development to not only provide benefits to the community but also in a manner that does not continue to exacerbate harm in Native American communities and any additional vulnerable populations with limited resources to address these harms.”

To be clear: MMIP and trafficking are preventable and are not at all inevitable or necessary parts of development booms. There are researched strong measures and best that can be put in place to prevent MMIP and sex trafficking during a development boom and the formation of industrial work camps, and they start with having the right developer in place.⁶ Yet a key part of this success is having the right developer, a developer that has the right company culture that protects women, a company that is eager to partner with Tribes across the region and to develop a strong prevention plan to be documented in a Community Benefits Agreement.⁷ The developer must be capable of putting policies and practices in place to protect Native women, girls, and people before, during, and post-development. This includes, but is not limited to, commitments to local and Tribal employment to mitigate the development of industrial work camps of

⁴ “Our Mandate, Our Vision, Our Mission”. National Inquiry into Missing and Murdered Indigenous Women and Girls, [Our Mandate, Our Vision, Our Mission | MMIWG \(mmiwg-ffada.ca\)](#)

⁵ Kimberly N. Mitchell, “Man Camps, Oil Pipelines, and MMIW: How United States V. Cooley is a False Victory for Indigenous Tribes”. Vermont Journal of Environmental Law, [Man Camps, Oil Pipelines, and MMIW: How United States v. Cooley is a False Victory for Indigenous Tribes \(vermontlaw.edu\)](#)

⁶ See Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)

⁷ See Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](#)



YUROK TRIBE

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workers foreign to our region, and to hiring women and creating a safe workplace for them.⁸ It means ensuring that all company vehicles are tagged and identifiable, and that all housing is reachable by emergency vehicles.⁹ It means having extensive background checks on all employees, to the full extent permitted under law, and a commitment agreement to coordinate with and support stronger law enforcement in the region.¹⁰

In closing, we want to reiterate that, as an elected body, the Humboldt Bay Harbor District’s responsibility lies with the people, community, and environment it represents. While offshore wind port development can hugely benefit the community through jobs, an influx of money, and by fighting climate change, these potential benefits must not come at the expense of our people. Native American Tribes are a vital constituent in this community, and the safety of our women, girls, and people is paramount. And there are steps that can be taken, solutions that come from best practice research, to address and prevent these issues head-on. We have the chance in this region to do things right and we understand that the Harbor District is invested in the success of this port development project. Success, however, requires the right developer to respect the local Tribal Nations and community, and our values. It also requires a screening and selection process which guarantees MMIP prevention, sex trafficking protection, and the safety of all vulnerable people in this region. We do not believe Crowley Wind Services would meet a more rigorous selection process.

We urge the Harbor District to reconsider its exclusive right to negotiate with Crowley, to re-open the bidding process, and to utilize a framework for bidding that prioritizes the health and safety of all people in the region, especially Native women and girls who are so vulnerable. We offer our partnership and support to the Commission and hope to meet with you soon to discuss next steps.

Wok-hlew,

Joseph L. James, Chairman
Yurok Tribe

⁸ See Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://colorado.edu/law-library/scholarly-commons/works/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation)

⁹ See Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://colorado.edu/law-library/scholarly-commons/works/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation)

¹⁰ See Kathleen Finn, Erica Gajda, Thomas Perin, and Carla Fredericks, “Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation”. 40 Harv. J.L. & Gender 1: Colorado Law Scholarly Commons, 2017, [Responsible Resource Development and Prevention of Sex Trafficking: Safeguarding Native Women and Children on the Fort Berthold Reservation \(colorado.edu\)](https://colorado.edu/law-library/scholarly-commons/works/responsible-resource-development-and-prevention-of-sex-trafficking-safeguarding-native-women-and-children-on-the-fort-berthold-reservation)



September 7, 2023

To: Humboldt Bay Harbor Recreation and Conservation District Commissioners
Executive Director Larry Oetker
Rob Holmlund, Director of Development

Sent via email: kay6v71@aol.com, gdale574@gmail.com, skullmann@humboldt看bay.org,
craig.benson@humboldt.edu, phiqqins@humboldt1.com, loetker@humboldt看bay.org,
rolmlund@humboldt看bay.org, districtplanner@humboldt看bay.org

Dear Members of the Humboldt Bay Harbor, Recreation and Conservation District Board,

The Surfrider Foundation Humboldt Chapter is dedicated to the protection and enjoyment of the world's ocean, waves and beaches, for all people, through a powerful activist network. We have been engaged in the offshore wind port development project led by the Humboldt Bay Harbor, Recreation, and Conservation District and have significant reservations about the proposed port developer, Crowley Wind Services.

There are serious environmental and human rights [violations and allegations](#) associated with Crowley Marine Services, the parent company of Crowley Wind Services, which raise concerns about their suitability as a partner in this enormous development project along Humboldt Bay.¹ Given Surfrider Foundation's commitment to coastal preservation and environmental justice, we strongly urge a thorough reassessment of the partnership negotiations with Crowley Wind Services, and ask that the Harbor District restart the bidding process for Humboldt's wind terminal port development project.

We understand the substantial benefits that offshore wind can bring to the Humboldt bay area, including job creation, economic growth, and, most critically, strengthen the fight against climate change, but given the reported history of violations, we have deep reservations about Crowley Wind Services' ability to be the dependable, transparent partner our community deserves.

Our stance is clear:

Environmental Responsibility: We question Crowley's commitment to sustainability given their history of legal violations and environmental infractions including an [oil spill](#),² a [diesel fuel fire](#)³ and [repeated violations of federal environmental laws](#)⁴ at bulk gasoline storage facilities in Alaska.

¹ See <https://www.northcoastjournal.com/NewsBlog/archives/2023/09/05/crowley-questions-mount-for-harbor-district>.

² <https://www.kuow.org/stories/barge-spills-crude-oil-into-puget-sound>

³ <https://www.alaskanewssource.com/2022/06/29/valdez-fuel-tanker-truck-spilled-5000-gallons-diesel-fire-dec-says/>

⁴ <https://www.epa.gov/newsreleases/crowley-fuels-pays-over-1-million-environmental-public-safety-violations-alaska>

Zero Emissions Port: The community has made clear the demand for a zero emissions and otherwise “green” port, but Crowley Wind Services has yet to commit to this and has not indicated any meaningful plans to do so.

Missing and Murdered Indigenous People (MMIP) Crisis: Offshore wind and port development must not exacerbate this crisis but actively address it through meaningful engagement and involvement of local tribal nations at all stages of the project. We support [the call by the Yurok Tribe](#) for the Harbor District and environmental NGOs to reconsider its exclusive right to negotiate with Crowley, to re-open the bidding process, and to utilize a framework for bidding that prioritizes the health and safety of all people in the region.⁵

Community Welfare: Recent [human trafficking](#),⁶ [sexual assault](#)⁷ and [sexual harassment](#)⁸ allegations raise concerns about the safety of Crowley’s employees. We believe all people deserve safety on the job and that our community members looking forward to the jobs created by this project deserve a partner that prioritizes their safety and well-being.

We urge the board to reconsider exclusive negotiation rights with Crowley Wind Services and seek alternative partnerships that better align with our community’s values, safety standards, environmental goals, and commitment to addressing the MMIP crisis. We trust that your decision will reflect the best interests of our community and its future.

Sincerely,

Jessie Misha
Chair
Surfrider Foundation Humboldt Chapter



Laura Walsh
California Policy Manager
Surfrider Foundation

⁵ See <https://www.times-standard.com/2023/08/20/my-word-harbor-district-should-reconisder-crowley-deal/>.

⁶ <https://www.times-standard.com/2023/07/26/crowley-the-offshore-wind-terminal-operator-accused-of-sex-trafficking/>

⁷ <https://www.firstcoastnews.com/article/news/crime/second-woman-files-federal-sex-trafficking-lawsuit-against-crowley-maritime/77-4f1850d6-ddcf-407f-82e7-11a9b39f1060>

⁸ <https://lostcoastoutpost.com/2023/aug/31/andreini-leaves-crowley/>

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

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



STAFF REPORT
HARBOR DISTRICT MEETING
September 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: September 8, 2023

TITLE: Discuss and Consider Approving Collective Bargaining Agreement with Operating Engineers Local Union No. 3, AFL-CIO Regarding the Terms of Employment, Working Conditions, Compensation, and Benefits for the Represented Employees of the District

STAFF RECOMMENDATION: Staff Recommends that the Board:

1. Authorize the Board President and Secretary to sign the Collective Bargaining Agreement.
2. Direct Staff to:
 - a. prepare a revised salary schedule for mid-management employees similar to what is included in the Bargaining Agreement and to bring it back for Board consideration.
 - b. Coordinate with CalPERS to switch to CalPERS health insurance and with the Social Security Administration to sign up to the Social Security Program.

SUMMARY: The District’s classified employees are represented by the Operating Engineers Local Union NO. 3 (OE-3). The District’s Labor Relations Committee met regularly with the employees and OE-3 representatives for the last several months and are happy to report that we have reached agreement.

DISCUSSION: The amended Collective Bargaining Agreement is included as Attachment A. The primary items which have changed from the previous agreement are:

Section

1.01 3-year agreement (June 30, 2026)

3.02 Marina Assistant and Boat Yard Job Classification change from Class B to Class C, all others remain the same.

Work Schedule

- Establish a second shift
 - \$1 per hour second shift incentive pay
 - Second Shift work hours of 3:30 p.m. and 12:00 am

- First shift work hours
 - Office employees 8:00 am to 5:00 pm
 - Field employees 7:30 am to 4:00 pm
- Executive Director may approve alternative hours of work

4.03 District to provide work schedule to employees and Union ten days prior to effective date. Also clarifies conflict resolution process.

6.01 Change from current health plan to CalPERS Health Care Plan for all employees and retirees.

- Current Employees
 - Premium change to 85% District 15% employee share based on the CalPERS GOLD + CALPERS Platinum premium divided by two from the current method where the District pays 100% of employee and the employee pays \$84.56 for one dependent and \$189.04 for two or more dependents with the District paying the remaining premium.

EXAMPLE METHOD FOR DETERMINING DISTRICT 85% AND EMPLOYEE 15% SHARE OF HEALTH INSURANCE PREMIUM UNDER SECTION 6.01 OF BARGAINING AGREEMENT						
	A	B	C	D	E	F
	CalPERS Platinum PPO	CalPERS Gold PPO	Platinum PPO + Gold PPO (A+B)	50% of Platinum PPO + Gold PPO ((A+B)/2)	District 85% Share (D*0.85)	Employee 15% Share (D*0.15)
Single	\$ 1,200.12	\$ 825.61	\$ 2,025.73	\$ 1,012.87	\$ 860.94	\$ 151.93
2 Person	\$ 2,400.24	\$ 1,651.22	\$ 4,051.46	\$ 2,025.73	\$ 1,721.87	\$ 303.86
3 or More	\$ 3,120.31	\$ 2,146.59	\$ 5,266.90	\$ 2,633.45	\$ 2,238.43	\$ 395.02

- Additional \$2 per hour salary increase once CalPERS Health Care Plan goes into effect (estimated December 2023)
- Employees may choose any plan offered by CalPERS but would be responsible for all premium costs above the District’s 85% share based on the above methodology. The District’s 85% share would be applied first.
- Increase voluntarily opt-out payment from \$300 to \$400 for employees that are covered by qualifying health coverage from another source.
- Retiree: All current and past District eligible retirees would be eligible for Health Care Benefits:
 - Must retire from District with a minimum of five years of service and receive CalPERS retirement benefits.
 - Existing employees hired prior to July 1, 2010 would have no change to the current benefits until they reach age 65.
 - District contribution to retiree CalPERS Health Care Premium would be based on the CalPERS “Minimum Unequal Method” which is currently approximately \$157 per month with District currently at year 15. (Note

this is because the District was previously enrolled in CalPERS health care for approximately 15 years before switching to the current plan.) The actual amounts will be adjusted by CalPERS. An example calculation is as follows:

2024 State Minimum Employer Contribution (Adjusted Annually by CalPERS)	Years District Contracts with CalPERS	Monthly District Cost Share for Retiree (5% increase until reach State Mandated Minimum)	Annual District Cost Share for Retiree (5% increase until reach State Mandated Minimum)
157	1	\$ 1.00	\$ 12.00
157	2	\$ 7.85	\$ 94.20
157	3	\$ 15.70	\$ 188.40
157	4	\$ 23.55	\$ 282.60
157	5	\$ 31.40	\$ 376.80
157	6	\$ 39.25	\$ 471.00
157	7	\$ 47.10	\$ 565.20
157	8	\$ 54.95	\$ 659.40
157	9	\$ 62.80	\$ 753.60
157	10	\$ 70.65	\$ 847.80
157	11	\$ 78.50	\$ 942.00
157	12	\$ 86.35	\$ 1,036.20
157	13	\$ 94.20	\$ 1,130.40
157	14	\$ 102.05	\$ 1,224.60
157	15	\$ 109.90	\$ 1,318.80
157	16	\$ 117.75	\$ 1,413.00
157	17	\$ 125.60	\$ 1,507.20
157	18	\$ 133.45	\$ 1,601.40
157	19	\$ 141.30	\$ 1,695.60
157	20	\$ 149.15	\$ 1,789.80
157	21	\$ 157.00	\$ 1,884.00

7.02 Social Security. District employees do not currently participate in the Social Security program and no deductions are taken from their paychecks. As a result, none of the work years or salary while employed at the District counts when they become eligible for Social Security. Under this new section the District agrees to pay the estimated \$50,000 start up fees. Current employees at the time the program goes into effect would be able to opt out of the Social Security Program, but new employees would be required to participate in the Social Security Program. It is estimated that the process may take 18 – 24 month to complete the enrollment.

11.01 Salary Schedule increase as follows:

- \$1.50 per hour retroactively effective 7/01/23
- \$2.00 per hour effective upon changing health insurance to CalPERS 85% District 15% Employee cost share as described above. (Estimated effective date December 2023)
- \$1.25 per hour effective 7/01/24
- \$1.25 per hour effective 7/01/25

Attachments:

- A Collective Bargaining Agreement with all Attachments

HUMBOLDT BAY HARBOR

RECREATION AND CONSERVATION DISTRICT

And

OPERATING ENGINEERS LOCAL UNION NO. 3, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2023

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This Collective Bargaining Agreement effective, retro-active to July 1, 2023 (hereinafter Agreement), is made and entered into between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a California Public Entity, P O Box 1030, Eureka, California 95502-1030, hereinafter called "District", and the OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO 1620 South Loop Road, Alameda CA 94502, hereinafter referred to as "Union", for the purpose of setting forth the general rules and regulations between the parties concerning terms of employment, working conditions, compensation and benefits. This Agreement and Exhibits serve as the exclusive Agreement in entirety between the above parties; dissolving all previous agreements, amendments, extensions and ordinances previously agreed to.

THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 TERM AND RENEWAL

1.01 Term of Agreement

This Agreement shall take effect as of July 1, 2023 and shall remain in full force and effect for a period of three (3) years through June 30, 2026.

1.02 Agreement Renewal

After June 30, 2026 this Agreement shall automatically renew from year to year unless either Party provides a written "notice of intent to negotiate" a new Agreement no later than the first business day in March.

CHAPTER 2 DEFINITIONS

The following terms as used in this agreement shall have the following meanings:

2.01 Personnel Policy

Personnel Policy means the District policy revised by the Board of Commissioners on October 9, 2014. All employees of the District whether subject to the Union rules or not shall comply with these Personnel Policies. However, should the District Personnel Policies differ from the Union Contract pertaining to Classified personnel, the Union Contract shall prevail. Each classified employee shall review the Personnel Policies and shall sign an acknowledgement of receipt and review of the policies and shall similarly sign acknowledgments of any subsequent revisions to the Personnel Policies. The District shall meet and confer with the Union about changes in Personnel Policies.

2.02 Employee Positions

- a)** Permanent position: A position with the District whose duties would require an incumbent for six (6) months or longer and is a regularly established or planned position in the District. The first six months of full time employment (or 1,040 hours) is

considered an orientation and training period for all classified employees. During this period, the employee's work performance is evaluated. At the end of this period if the performance is satisfactory, the employee becomes a permanent employee. For employee's hired prior to 7/1/13, the employee's anniversary date is their anniversary date of hire. For employees hired between 7/1/13 and 7/1/20, the employee's anniversary date shall be the date the employee becomes a permanent employee. For employee's hired after 7/1/20, the employee's anniversary date is their anniversary date of hire. For employees who are promoted into a higher classification, their anniversary date shall be six months after the date of promotion. Promotion into a higher class is also considered orientation and training period described above.

- b) Temporary position: A position having duties assigned to it which are not expected to become a regular part of the workload and which can be formed in an estimated period of less than six (6) months.
- c) Part-time position: Employees employed less than 32 hours per week.
- d) Classified employees are subject to the Union Agreement.
- e) Unclassified employees are exempt from the Union Agreement.

2.03 Union Agent or Representative

The business agent and/or other representatives of the Union shall be authorized by the Union and recognized by the District in writing. The Union Agent shall have reasonable access to the District's facilities for the purpose of participating in dispute resolution, investigating working conditions and safety conditions, and ascertaining compliance with this agreement. The Union will furnish the District with an up-to-date list of authorized representatives as changes occur in Union representation.

2.04 Labor Relations Committee

A Labor Relations Committee is composed of two members of the District Harbor Commission and CEO and two members of the Union's Employee Liaison Committee if any member is unavailable, non-existent, or dissolved, such representatives shall be appointed within 15 days of the filing of a Grievance Form.

CHAPTER 3 SCOPE OF AGREEMENT

3.01 Recognition

The District recognizes the Union as the sole collective bargaining agent for the employees employed by the District in the job classifications covered by this Agreement for the purpose of negotiations with respect to jurisdiction, hours of work, rates of pay, and working conditions as hereinafter specified. The bargaining unit will

include employees designed in this paragraph 3.02 Employees Included (Classified) in the Agreement.

3.02 Employees Included (Classified) in this Agreement:

HARBOR MAINTENANCE

Harbor Maintenance Worker III (Foreman) (Salary Scale M)
Harbor Maintenance Worker II (Salary Scale G)
Harbor Maintenance Worker I (Salary Scale C)

MARINA, HARBOR and PROPERTY OPERATIONS

(Dock Master) (Job Description and Salary Schedule to be determined)
Marina Assistant (Salary Scale C)
Harbor Specialist I (Salary Scale G)
Harbor Specialist II (Salary Scale K)
Harbor Specialist III (Salary Scale O)

BOATYARD OPERATIONS

Travel Lift Operator (Salary Scale G)
Boat Yard Assistant (non-operator) (Salary Scale C)

OFFICE ADMINISTRATION

District Bookkeeper (Salary Scale M)
Office Assistant I (Salary Scale C)
Office Assistant II (Salary Scale I)

DREDGE OPERATIONS

Dredge Captain (Salary Scale T)
Leverman (Salary Scale Q)
Tender Operator/Crew (Salary Scale N)

3.03 Changes in Job

In the event the job title of job classification set forth in paragraph 3.02 above is changed and the work description and duties under said classification remain the same, the new job classification will be included in said 3.02. All future or reclassified job titles shall not be subject to this Agreement without the written mutual agreement of District and Union.

3.04 Management Rights

The District reserves all its management rights except as limited by the expressed provisions of this Agreement. Past practices and working conditions shall remain the same under this agreement and shall not be changed or altered without mutual agreement. The District shall retain the right to exercise the customary functions of management, including but not limited to directing the activities of the District, determining the levels of service and methods of operation, including the introduction of

new equipment, determine work schedules, assign work, determine and assign needed training. In addition, the District shall retain the right to hire, layoff, transfer, reorganize, promote, discipline, and discharge with written notification provided to the Union if required by this agreement or applicable law.

The District and the Union recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the District and therefore maximized performance is an obligation of employees covered by this Agreement. To achieve this goal, the parties recognize the District's right to determine the methods, processes, and means of providing services to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit. Further, it is the District's right to establish, revise, and implement standards for performance, discipline, quality of work, safety, materials, equipment, uniforms, appearances, methods and procedures. It is recognized that the District must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future. The District will meet and confer with the Union over any changes in wages, benefits and conditions of employment.

3.05 Union Security

Employees of District whose positions are subject to this agreement have the right to become a member of the union. Such Employees are not required to be a member of the Union.

3.06 Pay Deductions for Union Dues

Upon written notification by the Union, the District shall deduct from the pay of each employee who executes a written authorization therefore, any dues, assessments, and/or initiation fees owed by such employee as adopted by the Union. Such deductions shall be made from two paychecks each month following the receipt of the authorization to the District. The District will forward the aggregate amount of deducted funds to the financial secretary of the Union by the end of the month in which the deductions are made, along with a list of employees. The Unions shall notify the District of any changes in the dues, assessments and/or initiation fees prior to the effective date of the change. The District shall not deduct or make any changes to the dues, assessments and/or initiation fees without written notification from the union that they have provided the employee at least 30 days advance notice.

3.07 Right to Hire, Suspend, Terminate or Discipline

The District shall have the right to hire employees and shall have the right, with just cause, to suspend, terminate, or discipline any employee according to the provisions of this contract. All employees shall have the opportunity to grieve such suspension, termination, or discipline under the provisions of this Agreement.

CHAPTER 4 HOURS OF WORK

4.01 Full time classified employees

Full time classified employees shall work a minimum of 32 hours per week. The work hours shall be from 8am to 5pm for office employees and 7:30 am to 4 pm for field employees local time. A second shift for field employees shall be from 3:30 pm to 12 am. Employees working a second shift shall receive \$1.00 per hour for incentive pay. The Chief Executive Officer may approve alternative hours of work as described in Section 4.03. Overtime shall be paid in the following instances:

- a) Time worked on a regular day off for those employees who normally work a 5 day week.
- b) Time worked on a holiday.
- c) Time worked in excess of 8 hours in a day.
- d) Time worked in excess of 40 hours in a week.

In the event a classified employee is required to go to a Harbor District facility or attend a meeting, seminar, or function on behalf of the Harbor District on a work day, but not during normal working hours, the employee shall be paid a minimum of two (2) hours overtime even if the time required for the employee is less than two (2) hours. In the event the classified employee's time exceeds two (2) hours, the employee shall be paid overtime for actual time required for the employee.

In the event a classified employee is required to go to a Harbor District facility or attend a meeting, seminar, or function on behalf of the Harbor District on a day off, the employee shall be paid a minimum of three (3) hours overtime even if the time required for the employee is less than three (3) hours. In the event the classified employee's time exceeds three (3) hours, the employee shall be paid overtime for actual time required for the employee.

4.02 Lunch and Relief Period

Employees shall receive, at a minimum, a ½ hour unpaid lunch break taken during the middle of the work day in compliance with State law. Employees are required to take a fifteen (15) minute relief period around the mid-point of each work period before and after the mid-shift meal, to be taken in designated areas.

4.03 The District will provide the Employees and Union Representative the work schedules a minimum of 10 days prior to the effective date of the work schedule. If an employee has a conflict or other issue with the posted schedule, the employee shall first notify their supervisor and attempt to resolve the issue. If necessary, the employee, union

representative and Chief Executive Office can meet and confer. District reserves the right to change schedules in special situations that don't allow for 10 day notice, such as unexpected absences. If the Supervisor and employee are unable to resolve the issue then the employee may follow the Grievance Process outlined in Chapter 10.

CHAPTER 5 TIME OFF

5.01 Holidays

- a) Paid holidays shall be set forth as follows: New Year's Day, Martin Luther King Day, President's Day Observed, Easter Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day Observed, Thanksgiving Day and the day after, and Christmas Day.
- b) A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on sick leave shall not count against the employees sick leave credits.
- c) Annually, two (2) personal holidays in lieu of Admission's Day and Columbus Day are given and may be taken at any time during the fiscal year, upon mutual agreement of the employee and CEO.
- d) Every effort shall be made to ensure that personal holidays are used in the year in which they are earned. Employees who fail to take the personal holiday prior to the end of the fiscal year forfeit said holiday as per Personnel Policy Section 2026.
- e) In addition, the District shall observe floating holidays. A floating holiday shall be provided in the event a holiday falls on the regular day off for the employee and the employee is unpaid by reason of his/her regular schedule. The employee shall receive an equivalent day off within sixty (60) days of the holiday with approval of CEO. Employees required to work on observed holidays shall be paid for that day at the overtime rate for the hours worked and receive holiday pay.

5.02 Vacations

- a) Vacation with pay shall accumulate to permanent employees, as defined by Section 202.a, as follows:

First through third years	10 days/year maximum
Fourth through tenth years	15 days/year maximum
Eleventh through fifteen years	20 days/year maximum
Sixteenth year and thereafter	25 days/year maximum

- b) Vacation shall accrue as of the employee's date of hire and accrual shall be prorated each pay period.
- c) At each employee's anniversary date there can be no accrual beyond two year's vacation hours at the level the employee is accumulating vacation. An employee shall be permitted to sell back up to one-half the accumulated vacation hours at the level the employee is accumulating vacation each year.
- d) Employees shall be able to take vacations with the Division Director's approval. Vacations shall be taken in one-quarter hour increments. Vacation will be scheduled by the Division Director so as to meet the operating requirements of the District, and, when possible, the preference of the employee.

5.03 Miscellaneous Time Off

Refer to District Personnel Policy Chapter 2 for a complete description of various types of employee time away from the job.

CHAPTER 6 HEALTH AND WELFARE

6.01 Medical Coverage for Employees and Retirees

For the term of this agreement, District and employee or qualifying retiree shall contribute for each employee or qualifying retiree's Health Care Plan the following sums of money to pay the cost of his/her enrollment, including the enrollment of family members, plus administrative fees and contingency reserve fund assessments, in a health benefits plan or plans provided by the District, as hereinafter set forth.

The District will begin the process to switch from the current health plan to the CalPERS Health Insurance plan. Beginning on the effective date of the new CalPERS coverage, the Employee's contribution shall be 15% of the total premium and the District will pay the remaining 85% as calculated by adding the premium of the CalPERS Gold and the CalPERS Platinum and dividing by two (2). Employees may opt out of the coverage provided that they have adequate coverage and be compensated at \$400 per month. The Employee may choose any alternate plan if offered by CalPERS. If the plan selected by the employee costs less than the formula described above, then the District shall retain the difference.

Upon the successful enrollment in the CalPERS medical coverage program the District will adjust the Salary Schedule in Attachment A of the Bargaining Agreement by a total of \$2.00 per hour. The CalPERS medical coverage would provide a new benefit for employees and eligible retirees as they would be eligible to continue CalPERS medical coverage. District contribution for current and future retirees that have worked a minimum of 5 years for the District would be based on the unequal contribution method as determined by CalPERS annually.

RETIREE HEALTH AND WELFARE PRIOR TO July 1, 2010

Employees who have worked full time for the District a minimum of ten years and have reached a minimum age of 55 years old, and who otherwise qualify as a retiree under the District's CalPERS retirement program and who have retired or who retire during the term of this contract shall be entitled to District paid health insurance coverage under the District's health insurance program up until age 65 or when the retired employee is first eligible for Medicare, whichever is later. Any spouse on a qualifying retiree's health insurance will be required to pay 50% of the spouse's premium for medical, dental and vision coverage charged to the District and must enroll in Medicare Part A & B if eligible. Any employee hired after July 1, 2010 will not be eligible for retiree health insurance under this section.

An employee may voluntarily opt out of the District's medical coverage due to having other non-District coverage. Employees who voluntarily opt out shall receive four hundred dollars (\$400) per month. In order to be eligible to receive the opt-out payment, the employee must provide annual proof (as determined by the District) of other medical coverage, and sign an agreement holding the District harmless. If at any time during this contract, the District's health plan(s) changes or limits participation requirements or prohibits an opt-out payment, or such payment otherwise negatively impacts the District directly or its participation in the Plan(s), such payment shall be discontinued at that time. Discontinuance of such payment shall not be required to be offset or substituted by the District with any other pay or benefit.

6.02 Dental and Vision Coverage

District agrees to provide dental and vision coverage for the employees and dependents as is currently in effect on the effective date of this agreement at the sole cost and expense of the District for the term of this agreement. At age 65, or when first eligible for Medicare, whichever is later, retiree and spouse will no longer be eligible for dental or vision insurance.

6.03 Life Insurance

District will maintain a \$20,000.00 per active employee group life, accident, death and dismemberment insurance policy covering each employee as is currently being provided at the sole cost and expense of the District for the term of this agreement.

6.04 Sick Leave

- a) Employees while employed by the District shall be entitled to sick leave pursuant to the provisions of Section 2028 of the District Personnel Policies.
- b) Sick leave shall be prorated each pay period.

- c) In addition to the provisions as set forth in the Personnel Policies, the employee may use sick leave for time off for care of a minor child residing in the home of the employee, whether related by blood or not.
- d) Sick Leave incentive Additional Vacation. In each of the calendar years following his/her employment date, an employee who has used four days (32 hours) or less of paid sick leave in the preceding calendar year shall be entitled to one day (8) hours of additional vacation. Any employee who has used two days (16 hours) or less of paid sick leave in the preceding calendar year shall be entitled to two days (16 hours) of additional vacation. Said additional vacation shall be in addition to any vacation allowance the employee is entitled. An employee must complete one year of service to be eligible for such additional sick leave. The sick leave additional incentive, as herein provided, vests on the first day of each calendar year following the year in which an employee qualifies for said additional vacation and must be taken in that calendar year. An employee acquires no right to all or any part of the additional vacations unless said employee works in the calendar year in which it is granted. Upon separation between the employee and District, the accrued additional vacation days will be added to the total vacation days earned. The employee will then be compensated for total accrued vacation days.
- e) Employee shall be allowed to donate sick time up to 6 days per fiscal year to a fellow employee in need of sick leave hours. The hours donated shall be based upon the donee's rate of pay, dollar for dollar.
Example: Donor earns \$5.00 per hour and donated 40 hours (equivalent to \$200.00 worth of time) to employee who earns \$10.00 per hour. Receiving employee actually receives 20 hours of sick time (equivalent to \$200.00 worth of time) and vice-versa.
- f) District shall buy, at employee's option, up to one-half (1/2) of the employee's unused sick leave hours above 240 hours when employee's employment is terminated with the District.

6.05 Medical Appointments

The District shall permit an employee time off, with pay, for the employee's scheduled medical, dental, or vision appointments. This time off shall not be charged against an employee's sick leave.

6.06 Bereavement Leave

An employee shall be entitled to paid leave for acute bereavement; "acute bereavement" shall be interpreted to mean loss by death of persons in immediate family. For the purpose of this section "immediate family" shall be defined by Personnel Policy Section 2028(c). Not more than five (5) days of paid bereavement leave may be taken for each bereavement in connection with loss of spouse, or child, domestic partner or three (3) days for other immediate family. If more time is necessary, the employee may use accumulated sick leave as additional bereavement leave.

6.07 Family Care and Medical Leave

The District will follow the Federal Family Medical Leave Act as required by Federal Law, and the California Family Relief Act, which are available from the Director of Administrative Services and as outlined in the District Personnel Policy Section 235.2.

6.08 Drug and Alcohol Testing

In accordance with the Drug-Free Workplace Act of 1990, the District and the Union are committed to providing a drug-free workplace for District employees and the Union's members. The unlawful manufacture, distribution, possession, or use of controlled substances is prohibited in the workplace. The use of controlled substances is inconsistent with the behavior expected of District employees and Union members, subjects all employees (including Union members) and the public to unacceptable safety risks, and undermines the District's ability to operate effectively and efficiently. Employees violating any of these prohibitions will be subject to disciplinary action up to and including discharge. Each District employee, as a condition of employment, shall agree to abide by the terms of this policy statement.

CHAPTER 7 PENSION PLAN

7.01 Pension

The District has entered into a contract providing for the participation of the District in the Public Employees' Retirement System (PERS), which is in effect on the date of the execution of this agreement and will continue coverage under this plan for the term of this agreement. Any change initiated by the District or Union of the retirement plan during the term of this Agreement shall be by mutual agreement. The District and the Union will explore adding the Social Security option into the PERS contract as part of the Health and Social Security Benefits Task Force. At the conclusion of the task force Section 7.01 Pension will be reopened.

7.02 Deferred Compensation Match

The District shall match the Classified employees deferred income participation up to a maximum of \$25 per week.

7.03 The Union and the District agree to begin the process of having Social Security deducted/paid from the employees wages, at the rate determined by the Social Security Administration, and to add the Social Security to the CalPERS Retirement. The District will cover the cost to initiate the added New Social Security benefit. At a future date, as determined through the process, the employees will conduct an election. As may be authorized by the Social Security Administration, current employees at the time of the election may vote to not participate in the Social Security Benefit. All Future employees after the election would be required to participate.

CHAPTER 8 SAFETY

8.01 Commitment to Safety

The District and the Union are committed to maintaining a safe and healthy workplace for all employees, and the District and Union members intend to fully comply with all laws regarding worker and workplace safety. The District has a comprehensive Workplace Illness and Injury Prevention Program (WIIP) as well as a number of other safety policies, procedures and practices. A copy of the WIIP and other information is available from the Director of Administrative Services and is included as Exhibit B of this Agreement. The employees shall perform work as ordered by the District in accordance with the provisions of this Agreement. If a dispute arises concerning the manner in which this work is to be carried on, it shall be in accordance with the orders of the District, except in those cases where the employees in good faith believe that to do so is to immediately endanger the health and safety of the employee. In those such cases, a State inspection shall determine whether or not the conditions are safe.

CHAPTER 9 STRIKES, LOCKOUTS AND WORK STOPPAGES

9.01 – Strikes, Lockouts and Work Stoppages

The District agrees that while this agreement is in effect, it will not engage in any lockout of its employees. The Union agrees that while the agreement is in effect, it will not engage in, or in any way encourage or sanction any strike, sit-down, boycott, slow-down, secondary boycott or picketing. However, no employee will be reprimanded for failure to cross a bona fide primary picket line (i.e. not being secondary boycott picket line).

CHAPTER 10 GRIEVANCE PROCESS

- a) The purpose of this Grievance Policy is to provide a process for the resolution of grievances arising under this MOU and employment-related complaints. In particular, this Grievance Policy is intended to (i) provide an informal process for the expeditious resolution of grievances at the lowest level and (ii) to provide an orderly process for reviewing and resolving grievances that are not resolved through the informal process.
- b) This Grievance Policy is not intended to govern or provide a process for resolving collective bargaining negotiations or any impasses in such negotiations, including, without limitation, negotiations concerning amendments or extensions of this MOU. All such negotiations shall be governed by the Meyers-Milias-Brown Act (MMBA).

10.02 Definitions

- a) Executive Director. “Executive Director” means the Executive Director of the District.

- b) Grievance. A “Grievance” is a dispute of one or more employees or a dispute between the Union and the District involving the interpretation, application or enforcement of the provisions of this MOU, or involving a law, policy or procedure concerning employment-related matters not covered in this Agreement.
- c) Grievant. “Grievant” means a represented employee of the Union or the Union in representing the employee.
- d) Labor Relations Committee. The “Labor Relations Committee” means the committee comprised of two (2) members of the District’s Board of Commissioners, as appointed by the Board of Commissioners; the Executive Director; and two members of the Union’s Employee Liaison Committee.
- e) Working Days. “Working days” for the purpose of the Grievance Policy shall be Monday through Friday, excluding holidays.
- f) Written Grievance. A “written grievance” means a writing signed by the Grievant that includes each of the following:
 - 1. A description and date of the circumstance that led up to or is the cause for the Grievance;
 - 2. A citation of the contract provision(s), personnel policy(ies), law(s), or regulation(s) that has allegedly been violated and a factual description of why the Grievant believes this to be true;
 - 3. The date and explanation of any informal attempts to resolve the problem; and
 - 4. A description of the remedy sought for the resolution of the Grievance.

10.03 Employee Representative

Employees shall have the right to have a Union Representative present at all Grievance proceedings.

10.04 Informal Attempt to Reach Resolution.

Employees are encouraged to try to resolve dispute early and informally by speaking with their immediate supervisor, or the Executive Director if the dispute involves the employee’s immediate supervisor. Employees who are unable to resolve the dispute may elect to proceed with a Grievance in accordance with the process outlined below in Section 10.05.

10.05 Grievance Procedure.

-Step One: Timely Submission of Written Grievance. Within not more than sixty (60) calendar days following the day when the Grievant knew, or the day when it is reasonable to

conclude that the Grievant was aware or should have been aware, of the act or condition which is the basis of the Grievance, the Grievant may initiate a Grievance by submitting a Written Grievance to the Executive Director or, if the dispute directly concerns the Executive Director, to the President of the District's Board of Commissioners.

-Step Two: Initial Discussion and Review by Executive Director. The Grievant, Union Representative (if the Grievant so chooses), and Executive Director shall have seven (7) working days to review and attempt to resolve the Grievance. The Executive Director shall issue a written decision proposing a resolution to the Grievance within fifteen (15) working days of the submission of the Written Grievance. In the event the Grievance directly concerns the Executive Director, the Grievant may skip this Step Two and proceed directly to Step Three.

-Step Three: Review by Labor Relations Committee. If the Grievance remains unresolved after Step Two or in the event Step Two is not utilized, as permitted, the Grievant may submit his or her Written Grievance and any such evidence in support of the Written Grievance to the Labor Relations Committee. The Labor Relations Committee shall hold a non-public hearing to review and attempt to resolve the Grievance within fifteen (15) working days of the submission of the Written Grievance to the Labor Relations Committee. In the event the Grievance directly concerns the Executive Director, the Executive Director shall recuse himself from the Labor Relations Committee for the particular Grievance. At the hearing, the Grievant may be represented by counsel and/or a Union Representative, and shall have the right to present evidence (including documentary and live witness testimony). The District may also retain counsel and present evidence (including documentary and live witness testimony). Within ten (10) working days following the hearing, the Labor Relations Committee shall propose a written resolution to the Grievance or multiple proposals to resolve the Grievance in the event the Labor Relations Committee cannot find consensus as to a particular proposal. The proposal(s) of the Labor Relations Committee shall not be binding on the Grievant or the District.

-Step Four: Optional Mediation. If the Grievant is dissatisfied with the written decision of the Labor Relations Committee or if the District does not agree to any proposal, the Grievant may request that the District mediate the Grievance before a mediator mutually agreeable to the parties, provided that the Grievant or Union agrees to pay one-half of the mediation costs. The District is not obligated to agree to mediation.

-Step Five: Arbitration. If the Grievance remains unresolved after Step Three or Four, as applicable, the Grievant and the Union shall submit a joint demand for arbitration of the Grievance to the Executive Director. The demand for arbitration shall be submitted to the Executive Director in writing within thirty (30) days of the date the hearing was held before the Labor Relations Committee pursuant to Step Three or fifteen (15) days following the date of mediation, whichever is greater. An arbitrator may be selected by mutual agreement between the Union and the Executive Director. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Conciliation and Mediation Service for a

list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as their arbitrator. The first party to strike will be determined by the flip of a coin. It is understood that the arbitrator will only interpret this MOU and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the District, the Grievant, and the Union. The fees of the arbitrator and the court reporter, if used, will be borne equally by the Union and the District.

10.06 No Reprisals.

No reprisals whatsoever shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

10.07 Time is of the Essence.

Failure by Grievant to comply with any of the time limit requirements specified in this Grievance Policy shall bar the grievant from proceeding to the next step, and the Grievance shall be dismissed. The parties may mutually agree in a signed writing to extend any deadlines set forth in this Grievance Policy.

CHAPTER 11 GRADE AND WAGE STRUCTURE

11.01 Description, Salary Schedules and Salary Increases

Job Classifications, set forth in section 3.02, and salary steps are set forth in Salary Schedule, Exhibit "A" of this agreement. The salary steps listed in Exhibit "A" shall not limit an employee's salary. New schedule could have minor exceptions which will adjust after the first year of contract. Attached hereto as Attachment A is the Salary Schedule which reflects at \$1.50 per hour increase for each employee effective July 1, 2023; plus the additional \$2.00 hour increase effective upon CalPERS enrollment as described in Section 6.01; plus an addition \$1.25 per hour effective July 1, 2024; plus an additional \$1.25 per hour effective July 1, 2025.

11.02 Employee Evaluation

At least 30 days prior to an employee's anniversary, management shall complete an evaluation using the "Humboldt Bay Harbor, Recreation and Conservation District's "Report of Employee Performance, attach as Exhibit "B". Employees shall have the right to discuss their evaluations with their supervisor and the District CEO, who may modify the evaluation. If the employee and management cannot reach agreement on the evaluation, the employee may file a grievance over the evaluation. In such grievance, the employee must demonstrate that the District supervisory personnel responsible for the evaluation abused their discretion. An employee receiving an average score of 2.0 or greater on his/her evaluation, shall advance to the next step-in the job classification set forth in Exhibit "A" of this agreement effective on their anniversary date. The calculation of the evaluation score shall be based on the following scale for various categories related to job performance:

<u>Criteria</u>	<u>Value</u>
Outstanding	4
Above Average	3
Average	2
Below Average	1
Unsatisfactory	0

11.03 Cost of Living Increase

Effective July 1, 2020 and each July 1st thereafter during the term of this agreement, the District shall keep track of the cost of living increase for monitoring purposes. This cost of living increase shall be based on the Consumer Price Index for Urban Wage Earners and Clerical Workers, West – B/C (Dec 1996=00) (hereinafter CPI). The percentage change in the CPI shall be measured from April in the current year to April of the previous year.

11.04 Educational and Certification Incentive

An employee who received a passing grade from an educational course that benefits the District and approved by the CEO in writing and in advance of the course shall receive a wage increase of \$0.25 for each unit completed. The decision as to whether a course benefits the District within the meaning of this section is within the sole discretion of the CEO and cannot be the subject of a grievance. Where the unit value of a course is not specified it shall be calculated based on one (1) unit for every (10) hours of classroom time, or equivalent. Courses approved by the CEO shall be paid for by the district.

11.05 Employee Advancement (Orientation and Training Period)

Employees shall be advanced only upon recommendation of the Division Director and upon approval of the Chief Executive Officer (See Personnel Policy Section 2011). Employees who are promoted to a higher classification shall receive a minimum of a step at least 5% per hour wage increase. If prior to six months probationary period on the new job the employee's work is not satisfactory, or the employee chooses, he/she shall return to his/her former position.

11.06 Longevity Bonus Pay

Upon completion of 10 years of continuous employment with the District, the employee shall receive an additional two and one-half percent (2.5%) of base salary as longevity pay. Upon completion of 15 years of continuous employment with the District, the employee shall receive an additional two and one-half percent (2.5%) of base salary as longevity pay. Upon completion of 20 years of continuous employment with the District, the employee shall receive an additional two and one-half percent (2.5%) of base salary as longevity pay. Upon completion of 25 years of continuous employment with the District, the employee shall receive an additional fifty (\$50) dollars per month as longevity.

11.07 Working Out of Classification

An employee assigned to work out of his/her classification shall be paid a minimum of four (4) hours at the higher classification. The rate of the higher classification the employee is paid shall be at the step of the higher classification which is at least 10% above the employees current classification, not to exceed the highest step in the new classification.

CHAPTER 12 GENERAL PROVISIONS

12.01 Review Changes of Law

The Harbor District Director of Administrative Services, Chief Executive Officer and District Counsel shall periodically review the District Personnel Policies during the term of this Agreement for changes in the law that require Personnel Policies to be amended to comply with the law. Any changes impacting employees in the Bargaining Unit shall be met and conferred over with the Union.

12.02 Nondiscrimination

District and Union agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations, physical or mental disability or sexual orientation. Use of the masculine gender in the language of this agreement is intended to apply to both sexes.

12.03 Good Faith Guarantee

The District and Union agree to deal with each other in good faith and to observe their respective commitments and obligations without resort of gimmick or subterfuge.

12.04 Validity of Agreement

Should any part or provision of this agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof, and they shall remain in full force and effect.

12.05 Layoff

Should there ever be the need to lay off employees, the district shall meet and confer with the Union over the impact and effect of the proposed layoff.

12.06 Other Agreements

This Collective Bargaining Agreement serves as the exclusive Agreement between the District and the Union. It supersedes all other agreements, amendments, and extensions beginning from July 1, 2013 to the date of signing this Agreement.

Humboldt Bay Harbor, Recreation and Conservation District and
Operating Engineers Local Union No. 3, AFL-CIO
Collective Bargaining Agreement, 7/1/23 – 6/30/26

This Agreement and the Salary Schedule hereto attached as Exhibit A; the Humboldt Bay Harbor, Recreation and Conservation District’s “Report of Employee Performance” attached as Exhibit B; the Grievance Form, attached as Exhibit C; the Districts Workplace Illness and Injury Prevention Program (WIIP) hereto attached as Exhibit D; and the District Personnel Policies dated effective October 9, 2014 hereto attached as Exhibit E constitute the “Agreement” in its entirety.

Signed and executed this _____ day of _____ 2023 by the following parties:

FOR THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

President

Attest: Secretary

FOR THE OPERATING ENGINEERS LOCAL UNION NO.3, AFL-CIO

Business Representative

Bargaining Team Member

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

EXHIBIT A.1:

Salary Schedule

EFFECTIVE DATE:

7/1/2023

HOURLY WAGE INCREASE:

\$ 1.50

								Percent Between Longevity Intervals		
								2.5%		
Classification		Salary Steps						Longevity Pay		
		1	2	3	4	5	6	10 years	15 year	20 years
C	Hourly	15.50	16.20	16.94	17.71	18.52	19.37	19.85	20.35	20.86
D	Hourly	16.50	17.25	18.04	18.86	19.73	20.64	21.16	21.69	22.23
E	Hourly	17.50	18.30	19.14	20.02	20.95	21.92	22.47	23.03	23.61
F	Hourly	18.50	19.35	20.24	21.18	22.16	23.20	23.78	24.37	24.98
G	Hourly	19.50	20.40	21.35	22.34	23.38	24.47	25.08	25.71	26.35
H	Hourly	20.50	21.45	22.45	23.49	24.59	25.75	26.39	27.05	27.73
I	Hourly	21.50	22.50	23.55	24.65	25.81	27.03	27.70	28.39	29.10
J	Hourly	22.50	23.55	24.65	25.81	27.03	28.30	29.01	29.73	30.48
K	Hourly	23.50	24.60	25.76	26.97	28.24	29.58	30.32	31.08	31.85
L	Hourly	24.50	25.65	26.86	28.13	29.46	30.85	31.63	32.42	33.23
M	Hourly	25.50	26.70	27.96	29.28	30.67	32.13	32.93	33.76	34.60
N	Hourly	26.50	27.75	29.06	30.44	31.89	33.41	34.24	35.10	35.98
O	Hourly	27.50	28.80	30.17	31.60	33.10	34.68	35.55	36.44	37.35
P	Hourly	28.50	29.85	31.27	32.76	34.32	35.96	36.86	37.78	38.72
Q	Hourly	29.50	30.90	32.37	33.91	35.53	37.24	38.17	39.12	40.10
R	Hourly	30.50	31.95	33.47	35.07	36.75	38.51	39.47	40.46	41.47
S	Hourly	31.50	33.00	34.58	36.23	37.97	39.79	40.78	41.80	42.85
T	Hourly	32.50	34.05	35.68	37.39	39.18	41.06	42.09	43.14	44.22

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

EXHIBIT A.2:

Salary Schedule

EFFECTIVE DATE:

Upon successful enrollment in the CalPERS medical coverage program

HOURLY WAGE INCREASE:

\$ 2.00

								Percent Between Longevity Intervals		
								2.5%		
Classification		Salary Steps						Longevity Pay		
		1	2	3	4	5	6	10 years	15 year	20 years
C	Hourly	17.50	18.20	18.94	19.71	20.52	21.37	21.90	22.45	23.01
D	Hourly	18.50	19.25	20.04	20.86	21.73	22.64	23.21	23.79	24.39
E	Hourly	19.50	20.30	21.14	22.02	22.95	23.92	24.52	25.13	25.76
F	Hourly	20.50	21.35	22.24	23.18	24.16	25.20	25.83	26.47	27.13
G	Hourly	21.50	22.40	23.35	24.34	25.38	26.47	27.13	27.81	28.51
H	Hourly	22.50	23.45	24.45	25.49	26.59	27.75	28.44	29.15	29.88
I	Hourly	23.50	24.50	25.55	26.65	27.81	29.03	29.75	30.50	31.26
J	Hourly	24.50	25.55	26.65	27.81	29.03	30.30	31.06	31.84	32.63
K	Hourly	25.50	26.60	27.76	28.97	30.24	31.58	32.37	33.18	34.01
L	Hourly	26.50	27.65	28.86	30.13	31.46	32.85	33.68	34.52	35.38
M	Hourly	27.50	28.70	29.96	31.28	32.67	34.13	34.98	35.86	36.76
N	Hourly	28.50	29.75	31.06	32.44	33.89	35.41	36.29	37.20	38.13
O	Hourly	29.50	30.80	32.17	33.60	35.10	36.68	37.60	38.54	39.50
P	Hourly	30.50	31.85	33.27	34.76	36.32	37.96	38.91	39.88	40.88
Q	Hourly	31.50	32.90	34.37	35.91	37.53	39.24	40.22	41.22	42.25
R	Hourly	32.50	33.95	35.47	37.07	38.75	40.51	41.52	42.56	43.63
S	Hourly	33.50	35.00	36.58	38.23	39.97	41.79	42.83	43.90	45.00
T	Hourly	34.50	36.05	37.68	39.39	41.18	43.06	44.14	45.24	46.38

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

EXHIBIT A.3: Salary Schedule
EFFECTIVE DATE: 7/1/2024
HOURLY WAGE INCREASE:

\$ 1.25

								Percent Between Longevity Intervals		
								2.5%		
Classification		Salary Steps						Longevity Pay		
		1	2	3	4	5	6	10 years	15 year	20 years
C	Hourly	18.75	19.45	20.19	20.96	21.77	22.62	23.18	23.76	24.36
D	Hourly	19.75	20.50	21.29	22.11	22.98	23.89	24.49	25.10	25.73
E	Hourly	20.75	21.55	22.39	23.27	24.20	25.17	25.80	26.44	27.11
F	Hourly	21.75	22.60	23.49	24.43	25.41	26.45	27.11	27.79	28.48
G	Hourly	22.75	23.65	24.60	25.59	26.63	27.72	28.42	29.13	29.85
H	Hourly	23.75	24.70	25.70	26.74	27.84	29.00	29.72	30.47	31.23
I	Hourly	24.75	25.75	26.80	27.90	29.06	30.28	31.03	31.81	32.60
J	Hourly	25.75	26.80	27.90	29.06	30.28	31.55	32.34	33.15	33.98
K	Hourly	26.75	27.85	29.01	30.22	31.49	32.83	33.65	34.49	35.35
L	Hourly	27.75	28.90	30.11	31.38	32.71	34.10	34.96	35.83	36.73
M	Hourly	28.75	29.95	31.21	32.53	33.92	35.38	36.27	37.17	38.10
N	Hourly	29.75	31.00	32.31	33.69	35.14	36.66	37.57	38.51	39.48
O	Hourly	30.75	32.05	33.42	34.85	36.35	37.93	38.88	39.85	40.85
P	Hourly	31.75	33.10	34.52	36.01	37.57	39.21	40.19	41.19	42.22
Q	Hourly	32.75	34.15	35.62	37.16	38.78	40.49	41.50	42.54	43.60
R	Hourly	33.75	35.20	36.72	38.32	40.00	41.76	42.81	43.88	44.97
S	Hourly	34.75	36.25	37.83	39.48	41.22	43.04	44.11	45.22	46.35
T	Hourly	35.75	37.30	38.93	40.64	42.43	44.31	45.42	46.56	47.72

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

EXHIBIT A.4: Salary Schedule
EFFECTIVE DATE: 7/1/2025
HOURLY WAGE INCREASE:

\$ 1.25

								Percent Between Longevity Intervals		
								2.5%		
Classification		Salary Steps						Longevity Pay		
		1	2	3	4	5	6	10 years	15 year	20 years
C	Hourly	20.00	20.70	21.44	22.21	23.02	23.87	24.46	25.08	25.70
D	Hourly	21.00	21.75	22.54	23.36	24.23	25.14	25.77	26.42	27.08
E	Hourly	22.00	22.80	23.64	24.52	25.45	26.42	27.08	27.76	28.45
F	Hourly	23.00	23.85	24.74	25.68	26.66	27.70	28.39	29.10	29.83
G	Hourly	24.00	24.90	25.85	26.84	27.88	28.97	29.70	30.44	31.20
H	Hourly	25.00	25.95	26.95	27.99	29.09	30.25	31.01	31.78	32.58
I	Hourly	26.00	27.00	28.05	29.15	30.31	31.53	32.31	33.12	33.95
J	Hourly	27.00	28.05	29.15	30.31	31.53	32.80	33.62	34.46	35.32
K	Hourly	28.00	29.10	30.26	31.47	32.74	34.08	34.93	35.80	36.70
L	Hourly	29.00	30.15	31.36	32.63	33.96	35.35	36.24	37.14	38.07
M	Hourly	30.00	31.20	32.46	33.78	35.17	36.63	37.55	38.49	39.45
N	Hourly	31.00	32.25	33.56	34.94	36.39	37.91	38.85	39.83	40.82
O	Hourly	32.00	33.30	34.67	36.10	37.60	39.18	40.16	41.17	42.20
P	Hourly	33.00	34.35	35.77	37.26	38.82	40.46	41.47	42.51	43.57
Q	Hourly	34.00	35.40	36.87	38.41	40.03	41.74	42.78	43.85	44.94
R	Hourly	35.00	36.45	37.97	39.57	41.25	43.01	44.09	45.19	46.32
S	Hourly	36.00	37.50	39.08	40.73	42.47	44.29	45.40	46.53	47.69
T	Hourly	37.00	38.55	40.18	41.89	43.68	45.56	46.70	47.87	49.07

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
5th Division: Patrick Higgins

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



STAFF REPORT
HARBOR DISTRICT MEETING
September 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: August 31, 2023

TITLE: Consider Adopting Resolution 2023-17: Adopting an Initial Study/ Mitigated Negative Declaration and Establishing Findings Relative to and Approving Harbor District Permit 2023-02 with Conditions for the Manila CSD Flood Reduction and Drainage Enhancement Project

STAFF RECOMMENDATION: Staff recommends that the Board: Adopt Harbor District Resolution No. 2023-17 which includes:

- Adopting an Initial Study/ Mitigated Negative Declaration (IS/MND) and Establishing Findings Relative to the Permit Application for the Manila CSD Flood Reduction and Drainage Enhancement Project
- Approving Permit 2023-02 with conditions for the Manila CSD Flood Reduction and Drainage Enhancement Project

SUMMARY: The Manila Community Services District (MCSD) Flood Reduction and Drainage Enhancement Project (Project) includes multiple locations and will provide needed improvements to MCSD, County, and North Coast Rail Authority (Great Redwood Trail Agency) drainage infrastructure. Two of the project locations are within Harbor District jurisdiction. Improvements include clearing and grading of existing drainage ditches/bioswales, replacement of failing or undersized culverts, new culverts and drainage ditches/bioswales, and rain gardens. The goals of the Project are to reduce flooding, increase climate change resiliency, and enhance ecosystem services. The Project IS/MND was adopted by the MCSD Board of Directors on April 18, 2023. The Humboldt Bay Harbor District is a responsible agency for the proposed project and must review and consider the information contained in the IS/MND.

BACKGROUND: The Project is located in the unincorporated community of Manila on the Samoa Peninsula in Humboldt County, California. As described in the IS/MND for the whole Project, the improvements will address chronic flooding and drainage problems caused by undersized, disconnected, and failing drainage infrastructure. Improvements are intended to address persistent

flooding while also enhancing ecosystem services and resiliency to sea level rise. Existing bioswales will be cleared and re-graded to original contours, and new bioswales will be graded to connect with existing drainage systems. Restored and newly constructed bioswales will be revegetated with native species. The Project will also replace undersized or failing culverts and associated flap gates, and install several new culverts, drainpipes, and valley gutters to connect drainage areas. Finally, rain gardens will replace impervious surfaces at the Manila Community Center and as feasible along roadsides.

DISCUSSION: The first location in Harbor District jurisdiction is a culvert replacement and bioswale improvements in MCSD's Drainage Management Area I (DMA I), which includes the areas adjacent to Young Lane and the northern extent of Peninsula Drive (Figure 1). Runoff from within DMA I is generally conveyed adjacent to the roadways from west of Hwy 255, along Young Lane, under a private driveway and through the railroad right of way before discharging to Humboldt Bay. The Project will replace the existing 18-inch diameter culvert and flap gate at a railroad crossing with a 30-inch diameter culvert with flap gate as well as remove debris and aggraded sediment from within the existing bioswale. The culvert replacement can be accessed off Highway 255 at Young Lane and Peninsula Drive.

Figure 1. Culvert Replacement and Bioswale Improvement

Figure 2. Bioswale Improvement



The second location within Harbor District jurisdiction includes clearing and grading of an existing bioswale in MCSD's DMA IV, along the shoreline of the Manila Community Park (Figure 2). Runoff from within DMA IV is generally conveyed from west to east, originating in the Lupin Avenue area to the conveyance system along and under Hwy 255 and crosses Peninsula Drive, the railroad right-of-

way, and Mill Street, then along the northern boundary of Manila Community Park to Humboldt Bay. The Project in Manila Park can be accessed from Peninsula Drive off Highway 255. The Project will remove debris, vegetation, and aggraded sediment from the existing bioswale at the eastern edge of the existing drainage channel through the Manila Community Park.

A Wetland Delineation, Botanical and Sensitive Natural Community Assessment Memorandum (Botanical Report), and Wildlife Habitat Assessment Memorandum (Wildlife Assessment) were prepared to assess baseline environmental conditions within the Project Area and are included as Appendices to the IS/MND. These studies evaluate the potential for any special status plants, wildlife species, or any sensitive natural communities (SNCs) or aquatic resources to occur. The IS/MND identifies and evaluates potential impacts and concludes that potential impacts would be less than significant with mitigation incorporated. MCSD adopted a Mitigation Monitoring and Reporting Program and is responsible for implementing all mitigation measures.

Construction is anticipated to occur within a single construction season, between the summer of 2024 and December 2024. If feasible, vegetation clearing and ground-disturbing activities will be adjusted to mitigate biological impacts including conducting vegetation clearing outside of nesting bird season. Construction of these portions of the Project will require approximately 2-3 weeks.

MCSD obtained authorization from the United States Army Corps of Engineers for a Clean Water Act (CWA), section 404 (Nationwide Permit # 43) and received a Water Quality Certification from the North Coast Regional Water Quality Control Board under Section 401 of the CWA (WDID No. 1B23067WNHU). The Applicant also applied to the Coastal Commission to obtain a Coastal Development Permit (#1-23-0353).

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The MCSD prepared and adopted an Initial Study and Mitigated Negative Declaration (IS/MND) (SCH # 2023020475) for the overall project. Mitigation measures were developed for affected environmental factors, reducing potential impacts to less than significant. Therefore, the Initial Study and Mitigated Negative Declaration determine that the project's impacts will be less than significant with mitigation incorporated. The IS/MND was made available for the public's review and comment via a Notice of Intent, with a comment period from February 20 to March 29, 2023. The IS/MND was adopted by the MCSD Board of Directors on April 18, 2023. The Humboldt Bay Harbor District is a responsible agency for the proposed project and must review and consider the information contained in the IS/MND.

ATTACHMENTS:

- A. Resolution No. 2023-17 Adopting an Initial Study/ Mitigated Negative Declaration and Establishing Findings Relative to and Approving Harbor District Permit 2023-02 with Conditions for the Manila CSD Flood Reduction and Drainage Enhancement Project

Exhibit A-1. Humboldt Bay Harbor, Recreation and Conservation District Permit 2023-02 for the Manila CSD Flood Reduction and Drainage Enhancement Project

Documents incorporated here by reference are on file with the Harbor district and available online (<https://humboldtby.org/public-notices-announcements-information> - June 2, 2023):

- Application – Manila Community Services District - Flood Reduction and Drainage Enhancement Project (including Public Draft IS/MND dated Feb. 17, 2023)
- Technical Memorandum Basis of Design Report
- California Environmental Quality Act – Final Initial Study/Mitigated Negative Declaration for the Manila Community Services District - Flood Reduction and Drainage Enhancement Project, April 4, 2023

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

RESOLUTION NO. 2023-17

A RESOLUTION ADOPTING AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION AND ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HARBOR DISTRICT PERMIT 2023-02 WITH CONDITIONS FOR THE MANILA CSD FLOOD REDUCTION AND DRAINAGE ENHANCEMENT PROJECT

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District is empowered by Appendix II of the Harbors and Navigation Code, and its own ordinances and resolutions, to grant permits, leases, rights, and privileges; and,

WHEREAS, no permits, rights, leases, and privileges may be granted without first having considered certain potential impacts and without first having made findings relative to said impacts; and,

WHEREAS, the Manila Community Services District (CSD) applied to the Humboldt Bay Harbor, Recreation, and Conservation District for the Flood Reduction and Drainage Enhancement Project “Project”; and

WHEREAS, consistent with Humboldt Bay Harbor, Recreation, and Conservation District Ordinances and the Harbors and Navigation Code, an application was filed and accepted by the Board on June 8, 2023 and a Notice of Application was published and sent to adjacent property owners and regulatory agencies; and

WHEREAS, the California Environmental Quality Act of 1970, as amended (CEQA) requires that in the approval of a project for which a mitigated negative declaration (MND) has been prepared (SCH#2023020475) the decision making body shall review said MND and make findings regarding the significant effects on the environment identified in the MND; and

WHEREAS, the Project was subject of an Initial Study and Mitigated Negative Declaration (IS/MND) prepared by Manila CSD as the lead agency under CEQA and that MND was adopted by Manila CSD on April 18, 2023; and

WHEREAS, the Board of Commissioners does hereby certify that acting as a responsible agency for the Project under CEQA, it considered the information contained in such MND and concurred in the analysis and conclusions set forth in said documents; and

WHEREAS, the Board of Commissioners has been presented with certain evidence relating to the impact of the Flood Reduction and Drainage Enhancement Project upon the air,

land, environment, and ecology of the Bay under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District.

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

SECTION 1. That the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the Board of Commissioners makes the following findings: (1) it has independently reviewed and analyzed the MND and other information in the record and has considered the information contained therein prior to acting upon or approving the portion of the Project before the Board for consideration, (2) the MND prepared for the Project was completed in compliance with CEQA and in a manner that is consistent with state guidelines implementing CEQA and (3) the MND represents the independent judgment and analysis of the Humboldt Bay Harbor District as a responsible agency for a portion of the Project.

SECTION 3. That the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found, after considering the impact of the proposed use upon the air, water, land, environment, and ecology of the lands under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District, that:

- a) The proposed uses are necessary to promote public safety, health, comfort, and convenience of the public;
- b) The proposed uses are required by the public convenience and necessity;
- c) The proposed uses will not have any substantial adverse environmental or ecological effect;
- d) The proposed use is consistent with the Humboldt Bay Management Plan;
- e) The permit, right, or privilege is reasonably required by public convenience to promote growth, and to meet area demands, and does not adversely affect the environment or ecology of the area to any substantial degree; and
- f) The proposed use will not produce an unreasonable burden on the natural resources and aesthetics of the area, on the public health and safety, and air and water quality in the vicinity of Humboldt Bay, or on the parks, recreation and scenic area, historic sites and buildings, or archeological sites in the area.

SECTION 4. That the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners does hereby issue Permit 2023-02 approving the Manila CSD Flood Reduction and Drainage Enhancement Project (Exhibit A-1) with conditions.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 14th day of September 2023 by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

Greg Dale, President
Board of Commissioners

Aaron Newman, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2023-17** entitled,

A RESOLUTION ADOPTING AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION AND ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HARBOR DISTRICT PERMIT 2023-02 WITH CONDITIONS FOR THE MANILA CSD FLOOD REDUCTION AND DRAINAGE ENHANCEMENT PROJECT

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of September 2023**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of September 2023.

**Aaron Newman, Secretary
Board of Commissioners**

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT

Permit No. 2023-02

**601 Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95502-1030**

Permittee:

Manila Community Services District

Contact: Christopher Drop

1901 Park Street, Manila, CA 95521

manilacsd1@sbcglobal.net;

707-444-3803

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as “**District**”, having considered the Application herein, number 2023-02, filed by Manila Community Services District (CSD), hereinafter referred to as “**Permittee**”, and the **Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD)** as responsible agency, pursuant to the California Environmental Quality Act of 1970, as amended, having made a determination adopting the Mitigated Negative Declaration (SCH# 2023020475) and the Board of Commissioners of the **District** having on September 14, 2023, passed Resolution No. 2023-17 establishing findings relative to the Application by **Permittee** for the Manila CSD Flood Reduction and Drainage Enhancement Project as provided for in this Permit, the **Permittee** is hereby authorized to perform the work as more particularly described in the Application filed with the **District** and the mitigated negative declaration referred to above.

You are hereby authorized to conduct that activity described in the Permit Application (as amended) of **Permittee** consisting of:

The Manila CSD Flood Reduction and Drainage Enhancement Project (the “project”) which will provide needed improvements to MCSD, County, and North Coast Rail Authority (Great Redwood Trail Agency) drainage infrastructure to reduce flooding, increase climate change resiliency, and enhance ecosystem services. Improvements include clearing and grading of existing drainage ditches/bioswales, replacement of failing or undersized culverts, new culverts and drainage ditches/bioswales, and rain gardens more particularly described in the Application filed by **Permittee**.

There are two locations out of the overall project that are within Harbor District jurisdiction. The first location in Harbor District jurisdiction is a culvert replacement and bioswale improvements in MCSD's Drainage Management Area I (DMA I), which includes the areas adjacent to Young Lane and the northern extent of Peninsula Drive. The second location

within Harbor District jurisdiction includes clearing and grading of an existing bioswale in MCSD's DMA IV, along the shoreline of the Manila Community Park.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. If the **Permittee** materially changes the activity plan and scope, it will be necessary to request a permit revision.
2. That all work authorized by this Permit shall further be subject to the approval of the following public agencies as applicable:
 - A. United States Army Corps of Engineers
 - B. North Coast Regional Water Quality Control Board
 - C. California Coastal Commission
 - D. California Department of Fish and Wildlife

and **Permittee** shall fully comply with all regulations and conditions affecting such work as imposed by the above agencies.

3. That the mitigation measures described in the Mitigated Negative Declaration for the Manila Community Services District Flood Reduction and Drainage Enhancement Project are made conditions of this permit by reference.
4. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on **September 14, 2024**. If **Permittee** cannot complete the work within the time granted by this Permit, an application for extension must be filed prior to the Permit termination date. Up to four (4) one year extensions may be granted, for a total permit term of up to five years.
5. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill. Booms will be available to contain spilled materials.
6. All construction debris shall be removed from the site and disposed of only at an authorized disposal site. Sidecasting of such material or placement of any such material within Humboldt Bay or any wetland area is prohibited.
7. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in

cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.

8. That there shall be no unreasonable interference with navigation by the work herein authorized.
9. That no attempt shall be made by the **Permittee** to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
10. That the **District**, its Commissioners, or any officer or employee of the **District** shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the **District** for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
11. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit.
12. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.
13. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.
14. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys' fees, costs of suit, and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit, including, but not limited to attorneys' fees, costs of suit, and costs of administrative records

pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims for attorneys' fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.

15. That this Permit is valid as of September 14, 2023 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.

EXECUTED on this 14th day of September 2023, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

GREG DALE, Chair
Board of Commissioners
Humboldt Bay Harbor, Recreation and
Conservation District

Manila CSD, **Permittee**, in the above Permit, hereby accepts and agrees to all of the conditions hereinabove set forth. **Permittee** shall indemnify and hold harmless the **District**, its Board of Commissioners, officers and employees from any and all claims of any nature arising from the performance of and work of improvement contained in the Application for injury, death or damage to any person or property.

Manila CSD, **Permittee**, in the above Permit, agrees to indemnify and hold harmless **District**, its Board of Commissioners, officers and employees from and against any and all liability, loss or damage **District** may suffer from claims and demands from attorneys' fees; costs of suit and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit including, but not limited to, attorneys' fees, costs of suit and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorney's fees, costs of suit and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal or arbitration of claims for attorneys' fees, costs of suit and costs of administrative records in connection with the subject matter of this Permit.

Dated: _____

Manila Community Services District

COMMISSIONERS

1st Division: Aaron Newman
2nd Division: Greg Dale
3rd Division: Stephen Kullmann
4th Division: Craig Benson
5th Division: Patrick Higgins

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



**STAFF REPORT
HARBOR DISTRICT MEETING
September 14, 2023**

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: September 7, 2023

TITLE: Consider Adopting Resolution 2023-16, A Resolution Adopting an Initial Study/ Negative Declaration and Establishing Findings Relative to and Approving Humboldt Bay Harbor, Recreation and Conservation District Permit 2022-06 with Conditions for the Mad River Slough Shellfish Nursery Project

STAFF RECOMMENDATION: Staff recommends that the Board receive a staff report, receive public comment, and adopt Humboldt Bay Harbor, Recreation, and Conservation District Resolution No. 2023-16 which includes:

- Establishing Findings Relative to and Adopting an Initial Study/ Negative Declaration for the Mad River Slough Shellfish Nursery Project.
- Approving Permit 2022-06 with conditions for the Mad River Slough Shellfish Nursery Project

SUMMARY: The project is to restart a previously operational shellfish nursery utilizing a combination of existing upland seed setting facilities and upwelling tanks and a new floating upwelling system ("FLUPSY") and water intake rafts in Mad River Slough, Humboldt Bay (off Lanphere Road). The proposed action includes adopting a CEQA document and approving a Harbor District permit.

DISCUSSION: Kimberly and William Rich applied for a Harbor District permit the proposed project. For California Environmental Quality Act (CEQA) documentation, an Initial Study / Negative Declaration has been prepared. The Harbor District Board of Commissioners will consider adopting the CEQA document and approving the Harbor District permit for the proposed project. The applicant is also pursuing permits from other regulatory agencies.

The proposed project involves restarting operation of a shellfish nursery utilizing existing and newly constructed mariculture equipment. The existing equipment includes an upland shellfish larvae

setting facility and upwelling tanks. The newly constructed equipment will include a floating upwelling system (“FLUPSY”) and water intake rafts, both being anchored in Mad River Slough. The water intake raft would use pipes to transfer bay water to the existing upland larvae setting facility and upwelling tanks. The bay water would then be discharged to an existing “ditch.”

The shellfish nursery was operated at the project site by various previous landowners; it is not currently operational. This nursery has been used seasonally (approximately March-November) to produce Kumamoto oyster (*Crassostrea sikamea*), Pacific oyster (*C. gigas*) and Manila clam (*Tapes philippinarum*) seed.



Figure 1. Location of proposed Mad River Slough Shellfish Nursery in Humboldt Bay, CA.



Figure 2. Location of proposed Mad River Slough Shellfish Nursery (Imagery: Google Earth, May 2019).

Best management practices/standard operating procedures that are part of the project are summarized in Table 1 and discussed in more detail in the IS/ND individual resource category sections where applicable.

Table 1. Proposed Best Management Practices.

#	Topic	BMP
BMP-1	Cultural Resources	The Project will comply with the Harbor District Protocol agreed upon between the Harbor District and the Blue Lake Rancheria, Bear River Band of Rohnerville Rancheria, and Wiyot Tribes regarding the inadvertent discovery of archaeological resources, cultural resources, or human remains or grave goods (Attachment A).
BMP-2	Vessel Maintenance and Fueling	Project personnel will maintain all vessels used in culture activities to limit the likelihood of release of fuels, lubricants, or other potentially toxic materials associated with vessels due to accident, upset, or other unplanned events.

#	Topic	BMP
		Project personnel will use marine grade fuel cans that are refilled on land, and personnel will carry oil spill absorption pads for use in the event of a spill.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The Humboldt Bay Harbor District is the California Environmental Quality Act (CEQA) Lead Agency. The project’s Draft Initial Study/Negative Declaration (IS/ND) was circulated for public comment from June 20, 2023 to July 20, 2023. One comment letter was received. The letter was from the CA Department of Fish and Wildlife (CDFW) and is included as Attachment C to the IS/ND. The letter made recommendations to modify the water intake screen design to better protect longfin smelt from entrainment and impingement. Based on the comment, the screen design was modified and now reflects CDFW’s recommendation. The revised screen design is included as IS/ND Attachment B and correspondence with CDFW regarding the revised screen design is included as IS/ND Attachment D. The Final IS/ND was modified in response to CDFW’s comment and is included as an attachment to this staff report.

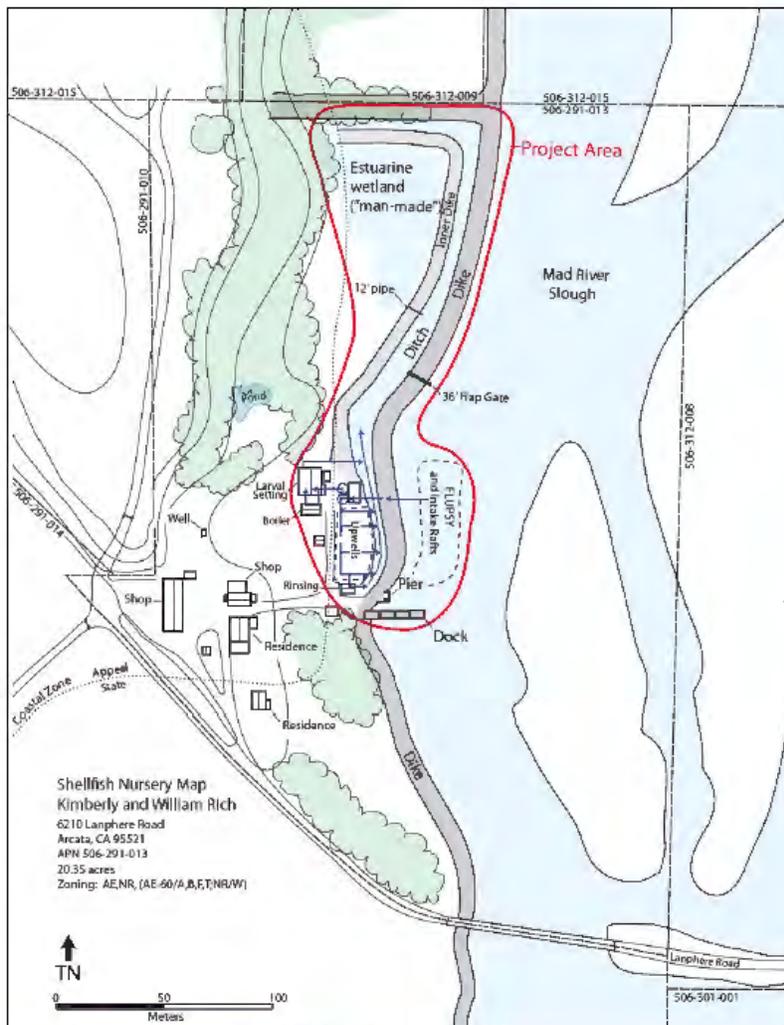


Figure 3. Proposed Mad River Slough Shellfish Nursery site layout.

ATTACHMENTS:

A. Resolution No. 2023-16 Establishing Findings Relative to and Adopting an Initial Study/
Negative Declaration; and Conditional Approval of Permit 2022-06 for the Mad River
Slough Shellfish Nursery Project

Exhibit A-1. Humboldt Bay Harbor, Recreation, and Conservation District Permit 2022-06
for the Mad River Slough Shellfish Nursery Project

Documents incorporated here by reference are on file with the Harbor district and available online
(<https://humboltdbay.org/public-notices-announcements-information>):

- Mad River Slough Shellfish Nursery Project Final Initial Study and Negative Declaration (August 23, 2023)
- Mad River Slough Shellfish Nursery Notice of Intent to Adopt a Negative Declaration and Draft Initial Study (June 20, 2023)
- Application – Mad River Slough Shellfish Nursery Project (August 30, 2022)

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

RESOLUTION NO. 2023-16

A RESOLUTION ADOPTING AN INITIAL STUDY/ NEGATIVE DECLARATION AND ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT PERMIT 2022-06 WITH CONDITIONS FOR THE MAD RIVER SLOUGH SHELLFISH NURSERY PROJECT

WHEREAS, the Board of Commissioners of the Humboldt Bay Harbor, Recreation, and Conservation District is empowered by Appendix II of the Harbors and Navigation Code, and its own ordinances and resolutions, to grant permits, leases, rights, and privileges; and,

WHEREAS, no permits, rights, leases, and privileges may be granted without first having considered certain potential impacts and without first having made findings relative to said impacts; and,

WHEREAS, Kimberly and William Rich applied to the Humboldt Bay Harbor, Recreation, and Conservation District for the Mad River Slough Shellfish Nursery Project "Project"; and

WHEREAS, consistent with Humboldt Bay Harbor, Recreation, and Conservation District Ordinances and the Harbors and Navigation Code, an application was filed and accepted by the Board on October 13, 2022 and a Notice of Application was published and sent to adjacent property owners and regulatory agencies

WHEREAS, the Project was subject of an Initial Study and Negative Declaration prepared by Humboldt Bay Harbor, Recreation, and Conservation District as the lead agency under CEQA and circulated pursuant to CEQA Guidelines; and

WHEREAS, the California Environmental Quality Act of 1970, as amended (CEQA) requires that in the approval of a project for which a Negative Declaration (ND) has been prepared (SCH#2023060574) the decision making body shall review said ND and make findings regarding the significant effects on the environment identified in the ND; and

WHEREAS, a notice of intent to adopt a Negative Declaration was circulated for a 30-day public comment period commencing on June 20, 2023; and

WHEREAS, at their September 14, 2023 meeting, the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District heard public comment on the Initial Study/ Negative Declaration; and

WHEREAS, on September 14, 2023, the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District, after due consideration of all evidence and reports offered for review, does find and determine the following:

The Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District has considered the proposed Negative Declaration together with any comments received during the public review process, and finds, on the basis of the whole record before it, that:

- (1) There is no substantial evidence the project will have a significant effect on the environment, and
- (2) The negative declaration reflects the lead agency's independent judgment and analysis; and

WHEREAS, the documents and materials on which this decision is based are on file at the office of the Humboldt Bay Harbor, Recreation and Conservation District at 601 Startare Drive, Eureka, CA.

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

SECTION 1. That the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That after careful consideration of maps, facts, exhibits, correspondence, public and agency comments and testimony, and other evidence submitted in this matter, and, in consideration of the findings, the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District hereby adopts the Initial Study / Negative Declaration for the Mad River Slough Shellfish Nursery Project.

SECTION 3. That the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District has found, after considering the impact of the proposed use upon the air, water, land, environment, and ecology of the lands under the jurisdiction of the Humboldt Bay Harbor, Recreation, and Conservation District, that:

- a) The proposed uses are necessary to promote public safety, health, comfort, and convenience of the public;
- b) The proposed uses are required by the public convenience and necessity;
- c) The proposed uses will not have any substantial adverse environmental or ecological effect;
- d) The proposed use is consistent with the Humboldt Bay Management Plan;
- e) The permit, right, or privilege is reasonably required by public convenience to promote growth, and to meet area demands, and does not adversely affect the environment or ecology of the area to any substantial degree; and
- f) The proposed use will not produce an unreasonable burden on the natural resources and aesthetics of the area, on the public health and safety, and air and water quality in

the vicinity of Humboldt Bay, or on the parks, recreation and scenic area, historic sites and buildings, or archeological sites in the area.

SECTION 4. That the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners does hereby issue Permit 2022-06 approving the Mad River Slough Shellfish Nursery Project (Exhibit A-1) with conditions.

PASSED AND ADOPTED by the Humboldt Bay Harbor, Recreation and Conservation District Board of Commissioners at a duly called meeting held on the 14th day of September 2023 by the following polled vote:

AYES:

NOES:

ABSENT:

ATTEST:

**Greg Dale, President
Board of Commissioners**

**Aaron Newman, Secretary
Board of Commissioners**

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. **2023-16** entitled,

A RESOLUTION ADOPTING AN INITIAL STUDY/ NEGATIVE DECLARATION AND ESTABLISHING FINDINGS RELATIVE TO AND APPROVING HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT PERMIT 2022-06 WITH CONDITIONS FOR THE MAD RIVER SLOUGH SHELLFISH NURSERY PROJECT

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the **14th day of September 2023**; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of September 2023.

**Aaron Newman, Secretary
Board of Commissioners**

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

PERMIT

Permit No. 2022-06

**601 Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95502-1030**

Permittee:

Kimberly and William Rich

Contact: Kimberly Rich

P.O. Box 184, Bayside, CA 95524

krich1072@gmail.com;

707-834-7777

The Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District** hereinafter referred to as "**District**", having considered the Application herein, number 2022-06, filed by Kimberly and William Rich hereinafter referred to as "**Permittee**", and the **Humboldt Bay Harbor, Recreation and Conservation District (HBHRCD)** as responsible agency, pursuant to the California Environmental Quality Act of 1970, as amended, having made a determination adopting the Negative Declaration (SCH# 2023060574) and the Board of Commissioners of the **District** having on September 14, 2023, passed Resolution No. 2023-16 establishing findings relative to the Application by **Permittee** for the Mad River Slough Shellfish Nursery Project as provided for in this Permit, the **Permittee** is hereby authorized to perform the work as more particularly described in the Application filed with the **District** and the negative declaration referred to above.

You are hereby authorized to conduct that activity described in the Permit Application of **Permittee** consisting of:

The operation of a shellfish nursery to culture four shellfish species: Pacific oysters (*Crassostrea gigas*), Kumamoto oysters (*Crassostrea sikimeia*), native "Olympia" oyster (*Ostrea lurida*) and Manila clams (*Venerupis philippinarum*). The project will utilize an existing upland shellfish larvae setting facility and upwelling tanks; and new floating upwelling system ("FLUPSY") and water intake rafts. The Project's shellfish nursery is located off of Lanphere Road in the tidelands of Arcata Bay, California. Details are more particularly described in the Application filed by **Permittee**.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. If the **Permittee** materially changes the activity plan and scope, it will be necessary to request a permit revision.

2. That all work authorized by this Permit shall further be subject to the approval of the following public agencies as applicable:
 - A. United States Army Corps of Engineers
 - B. North Coast Regional Water Quality Control Board
 - C. California Coastal Commission
 - D. California Department of Fish and Wildlife

and **Permittee** shall fully comply with all regulations and conditions affecting such work as imposed by the above agencies.

3. That the best management practices described in the Initial Study / Negative Declaration for the Mad River Slough Shellfish Nursery (SCH#2023060574) are made conditions of this permit by reference.
4. That this Permit, if not previously revoked or specifically extended, shall cease and be null and void and terminate on **September 14, 2028**. If **Permittee** plans to continue to operate the project beyond that date, an application for extension must be filed prior to the Permit termination date. Up to four (4) extensions may be granted.
5. Any in-water work requires a Spill Prevention, Control and Countermeasure (SPCC) plan. Spill kits with appropriate contents will be maintained at the project site. Kits shall be equipped with enough material to provide preliminary containment for a volume of material that can reasonably be expected to spill.
6. All debris shall be removed from the site and disposed of only at an authorized disposal site. Placement of any such material within Humboldt Bay or any wetland area is prohibited.
7. If archeological or cultural features or materials are unearthed during any phase of project activity, all work in the immediate vicinity of the find shall halt until the **Permittee** has contacted the Wiyot Tribe's Cultural Department, and the significance of the resource has been evaluated, to the satisfaction of the Wiyot Tribe. Any mitigation measures that may be deemed necessary will be provided to the Wiyot Cultural Director for review and input to ensure they are consistent with the standards for cultural resource mitigation particularly in cooperation with Native American tribal representatives and the California State Native American Heritage Commission. Mitigation measures shall be implemented by a qualified archeologist representing the **Permittee** prior to resumption of construction activities. If human remains are exposed by project related activity, the **Permittee** shall comply with California State Health and Safety Code, §7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to California Public Resources Code, §5097.98.

8. That there shall be no unreasonable interference with navigation by the work herein authorized.
9. That no attempt shall be made by the **Permittee** to interfere or forbid the full and free use by the public of all navigable waters at or adjacent to the work.
10. That the **District**, its Commissioners, or any officer or employee of the **District** shall in no case be liable for any damages or injury of the work herein authorized which may be caused by or result from future operations undertaken by the **District** for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
11. That neither the **District**, nor its Board of Commissioners, nor any officer of the **District** shall be liable to any extent for any such injury or damage to any person or property or for the death of any person arising out of or connected with the work authorized by this Permit.
12. That the Board of Commissioners of the **District** may revoke this Permit at any time upon a finding by the **District** of a violation by the **Permittee** of any condition of this Permit.
13. That the **Permittee** shall comply with any regulations, condition, or instructions affecting the work hereby authorized if and when issued by the Federal Water Pollution Control Administration and/or the State of California Water Resources Control Agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instruction in effect or prescribed by Federal or State Agencies are hereby made a condition of this Permit.
14. That as a condition to the issuance of this Permit, **Permittee** agrees to indemnify and hold harmless **District** from and against any and all liability, loss, or damage **District** may suffer from claims and demands for attorneys' fees, costs of suit, and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit, including, but not limited to attorneys' fees, costs of suit, and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorneys' fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial appeal or arbitration of claims for attorneys' fees, costs of suit, and costs of administrative records in connection with the subject matter of this Permit.

15. That this Permit is valid as of September 14, 2023 and is made subject to the **Permittee** approving and agreeing to the conditions above set forth and executing said approval as hereinafter provided.

EXECUTED on this 14th day of September 2023, by authority of the Board of Commissioners of the **Humboldt Bay Harbor, Recreation and Conservation District**.

GREG DALE, Chair
Board of Commissioners
Humboldt Bay Harbor, Recreation and
Conservation District

Kimberly and William Rich, **Permittee**, in the above Permit, hereby accepts and agrees to all of the conditions hereinabove set forth. **Permittee** shall indemnify and hold harmless the **District**, its Board of Commissioners, officers and employees from any and all claims of any nature arising from the performance of and work of improvement contained in the Application for injury, death or damage to any person or property.

Kimberly and William Rich, **Permittee**, in the above Permit, agrees to indemnify and hold harmless **District**, its Board of Commissioners, officers and employees from and against any and all liability, loss or damage **District** may suffer from claims and demands from attorneys' fees; costs of suit and costs of administrative records made against **District** by any and all third parties as a result of third party environmental actions against **District** arising out of the subject matter of this Permit including, but not limited to, attorneys' fees, costs of suit and costs of administrative records pursuant to the California Code of Civil Procedure §1021.5 or any other applicable local, state or federal laws, whether such attorney's fees, costs of suit and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal or arbitration of claims for attorneys' fees, costs of suit and costs of administrative records in connection with the subject matter of this Permit.

Dated: _____

Kimberly or William Rich



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

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

STAFF REPORT
HARBOR DISTRICT MEETING
September 14, 2023

TO: Honorable Board President and Harbor District Board Members

FROM: Larry Oetker, Executive Director

DATE: September 11, 2023

TITLE: Consider Approving a \$200,000 Budget Adjustment to Account Number 52109 Outside Services for Additional Consultant Services

STAFF RECOMMENDATION: It is recommended that the Board approve appropriating an additional \$200,000 to the account number 52109 Outside Services for additional consultant services.

SUMMARY: The District has several large projects that require a diverse expertise that can only be obtained by hiring qualified consultant services. All contracts exceeding \$5,000 will come back to the board for Approval as per the District’s standard procurement process.

BACKGROUND: Attachment A includes the Cash Flow analysis that was prepared by the District’s Accountant for fiscal year 2023-2024. The last line on the bottom of page 1 shows the projected ending balance totaling \$2,044,209 in June 2024. The July 27th Budget Staff Report recommended that the District maintain a minimum of \$650,000 in reserves and an additional \$572,000 needs to be maintained for the CalTRANS Spartina Deposit for a total of \$1,222,000. Additional cash requirements totaling approximately \$207,000 are also required for the personnel and unexpected lease income losses which leaves approximately \$615,000 of net cash projected to be available in June 2024. Staff recommends that the Board appropriate \$200,000 from the net cash. This will leave approximately \$415,000 of net cash after budget expenditures, reserves, and deposits projected to at the end of June 2024.

Attachments

- A Cash Flow Analysis
- B FY 2023-2024 budget

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Projected Cash Balances

For the Year Ending 6/30/2024

	Annual	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
INCOME													
Dredging/float replacement surcharge	\$ 328,000	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333	\$ 27,333
Dredging loan proceeds	3,000,000	3,000,000	-	-	-	-	-	-	-	-	-	-	-
Grant revenue	5,145,194	428,766	428,766	428,766	428,766	428,766	428,766	428,766	428,766	428,766	428,766	428,766	428,766
Rent Income	2,464,100	223,342	223,342	223,342	223,342	196,342	196,342	196,342	196,342	196,342	196,342	196,342	196,342
Taxes	1,320,000	-	-	36,000	-	-	627,000	-	-	-	627,000	-	30,000
Other revenues	1,026,895	268,908	68,908	68,908	68,908	68,908	68,908	68,908	68,908	68,907	68,907	68,907	68,907
Total Income	13,284,189	3,948,349	748,349	784,349	748,349	721,349	1,348,349	721,349	721,349	721,348	1,348,348	721,348	751,348
EXPENSE													
Professional fees and outside services	281,450	23,454	23,454	23,454	23,454	23,454	23,454	23,454	23,454	23,454	23,454	23,454	23,454
Capital outlay	287,250	23,938	23,938	23,938	23,938	23,938	23,938	23,938	23,938	23,938	23,938	23,938	23,938
Dredging expense	3,587,000	-	3,587,000	-	-	-	-	-	-	-	-	-	-
Grant expense	5,123,924	426,994	426,994	426,994	426,994	426,994	426,994	426,994	426,994	426,994	426,994	426,994	426,994
Insurance	139,519	139,519	-	-	-	-	-	-	-	-	-	-	-
Interest expense	264,555	-	-	-	-	-	132,278	-	-	-	-	-	132,278
Maintenance	343,450	28,621	28,621	28,621	28,621	28,621	28,621	28,621	28,621	28,621	28,621	28,621	28,621
Wages & benefits	1,879,085	156,590	156,590	156,590	156,590	156,590	156,590	156,590	156,590	156,590	156,590	156,590	156,590
Utilities	422,350	35,196	35,196	35,196	35,196	35,196	35,196	35,196	35,196	35,196	35,196	35,196	35,196
Other expenses	264,915	22,076	22,076	22,076	22,076	22,076	22,076	22,076	22,076	22,076	22,076	22,076	22,076
Total Expense	12,593,498	856,388	4,303,869	716,869	716,869	716,869	849,146	716,869	716,869	716,869	716,869	716,869	849,146
Net Income (Loss)	690,691	3,091,962	(3,555,519)	67,481	31,481	4,481	499,203	4,481	4,481	4,480	631,480	4,480	(97,798)
Debt Service Expenditures:													
Debt principal payments - Bond	(224,500)	-	-	-	-	-	(112,250)	-	-	-	-	-	(112,250)
Debt principal payments - PNC Loan	(101,800)	-	-	-	-	-	(50,900)	-	-	-	-	-	(50,900)
Debt principal payments - 2023 Loan	(245,400)	-	-	-	-	-	-	-	-	-	-	-	(245,400)
CalPERS Unfunded Liability	(102,839)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)	(8,570)
Transfer to Designations for Reserves:													
Dredging	(15,000)	(15,000)	-	-	-	-	-	-	-	-	-	-	-
Net Income (Loss) After Debt Service and Reserve Deposit Per Budget	1,152	3,068,392	(3,564,089)	58,911	22,911	(4,089)	327,483	(4,089)	(4,089)	(4,090)	622,910	(4,090)	(514,918)
Adjustment of budgeted amounts to cash basis:													
CalTrans spartina grant revenue included													
above above, from grant advance	(577,000)	(72,125)	(72,125)	(72,125)	(72,125)	(72,125)	(72,125)	(72,125)	(72,125)	-	-	-	-
Dredge loan revenue included above, from loan proceeds received in June	(3,000,000)	(3,000,000)	-	-	-	-	-	-	-	-	-	-	-
Prior year cash reserves used for Marina dredging, included in other revenue	(200,000)	(200,000)	-	-	-	-	-	-	-	-	-	-	-
Increase (Decrease) in Cash	(3,775,848)	(203,733)	(3,636,214)	(13,214)	(49,214)	(76,214)	255,358	(76,214)	(76,214)	(4,090)	622,910	(4,090)	(514,918)
Projected Beginning Cash Balance	5,820,057	5,820,057	5,616,324	1,980,110	1,966,896	1,917,681	1,841,467	2,096,826	2,020,611	1,944,397	1,940,307	2,563,217	2,559,127
Projected Ending Cash	\$2,044,209	\$5,616,324	\$1,980,110	\$1,966,896	\$1,917,681	\$1,841,467	\$2,096,826	\$2,020,611	\$1,944,397	\$1,940,307	\$2,563,217	\$2,559,127	\$2,044,209

This schedule of projected cash balances has not been subjected to an audit or review or compilation engagement, and no assurance is provided on it. Substantially all disclosures have been omitted.

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Projected Cash Balances

For the Year Ending 6/30/2024



ASSUMPTIONS

1. Income and expenses are per 2023/24 final budget working draft.
2. Income and expenses are incurred evenly throughout the year except for:
 - a) Taxes are received mainly in December and April.
 - b) Insurance expense is paid in July.
 - c) Debt payments for bond and PNC loan are paid in December and June.
 - d) Grant revenues and expenses are incurred evenly throughout the year.
 - e) Marina dredging takes place in August.
3. Drawdown of prior year CalTrans Spartina contract deposit, included in grant revenue above, will be \$577,000 for 23/24, and will reach the base amount in February 2024.
4. General 6/30/23 accounts receivable and accounts payable balances are not materially different from 6/30/22 balances.
5. Nordic Aquafarms monthly payments of \$27,000/mo end after October 2023.

This schedule of projected cash balances has not been subjected to an audit or review or compilation engagement, and no assurance is provided on it. Substantially all disclosures have been omitted.

Final Budget FY 2023/2024

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Ordinary Income/Expense										
Income										
Donations										
45709 · Donations - Sea Scouts	-	-	-	-	-	-	-	-	-	-
46519 · Donations - Lighthouse	-	20	-	-	-	-	-	-	-	20
Total Donations	-	20	-	-	-	-	-	-	-	20
Dredging Revenue										
41308.4 · Dredging Revenue - Other	-	3,000,000	-	-	-	-	-	-	-	3,000,000
41318 · Dredging Surcharge - T	-	235,000	15,000	-	-	-	-	-	-	250,000
Total Dredging Revenue	-	3,235,000	15,000	-	-	-	-	-	-	3,250,000
Fees										
40108 · PERMITS-T	2,000	5,700	-	-	-	-	-	-	-	7,700
40509 · Travel Lift Fees - T	-	-	-	-	-	-	-	-	-	-
40609 · Haul Out Fees - T	-	-	-	-	-	-	-	-	-	-
40618 · Boat Launch Fees - T	-	-	-	-	-	-	-	-	-	-
40808 · Pilotage Services - T	-	-	-	-	-	-	-	2,600	-	2,600
41308.1 · Poundage - T	-	3,000	-	-	-	7,000	-	-	-	10,000
41818 · Late Charges/Interest - T	-	8,900	-	-	-	-	-	800	-	9,700
41819 · Late Charges/Interest - NT	-	500	500	-	525	-	-	-	-	1,525
45608 · Chevron - Ports O&M - T	-	-	-	-	-	-	-	32,350	-	32,350
Total Fees	2,000	18,100	500	-	525	7,000	-	35,750	-	63,875
Float Replacement Account										
41418 · Float Replacement	-	78,000	-	-	-	-	-	-	-	78,000
Total Float Replacement Account	-	78,000	-	-	-	-	-	-	-	78,000
Grant Revenue										
Conservation Grants										
45208.3 · Conservation Grants, Gov't - T	-	-	-	-	-	-	500,000	-	1,582,700	2,082,700
Total Conservation Grants	-	-	-	-	-	-	500,000	-	1,582,700	2,082,700
Harbor Grants										
45208 · Harbor Grants, Other - T	-	-	-	-	-	-	2,173,225	-	867,995	3,041,220
45208.1 · Harbor Grants, Gov't - T	-	-	-	-	-	-	-	-	21,274	21,274
Total Harbor Grants	-	-	-	-	-	-	2,173,225	-	889,269	3,062,494
Total Grant Revenue	-	-	-	-	-	-	2,673,225	-	2,471,969	5,145,194
Harbor Surcharge										
40908 · Harbor Improvement Surcharge-T	-	-	-	-	-	-	-	180,000	-	180,000
Total Harbor Surcharge	-	-	-	-	-	-	-	180,000	-	180,000
Interest Revenue										
43108 · Interest Income - T	-	-	-	-	-	-	-	5,000	-	5,000
43109 · Interest Income - NT	7,000	-	-	-	-	-	-	-	-	7,000
43309 · Interest On Del Accts - NT	-	-	-	-	-	-	-	-	-	-
43318 · Interest On Del Accts - T	-	-	-	-	-	-	-	-	-	-
Total Interest Revenue	7,000	-	-	-	-	-	-	5,000	-	12,000
Other Revenue										

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	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
45908 · Other Revenue - T	20,000	200,000	-	-	-	-	-	-	-	220,000
45909 · Other Revenue - NT	411,000	-	-	-	1,000	-	-	7,500	-	419,500
Total Other Revenue	431,000	200,000	-	-	1,000	-	-	7,500	-	639,500
Rent Income										
40218 · Slip Rents - T	-	620,000	-	-	-	-	-	-	-	620,000
40318.1 · Transient Rentals - T	-	32,000	-	-	-	-	-	-	-	32,000
40518 · Equipment Rent - T	-	-	-	-	-	-	-	6,500	-	6,500
40519 · Equipment Rent - NT	-	5,000	-	-	200	-	-	-	-	5,200
40809 · Yard Rent - NT	-	2,000	-	-	-	13,000	-	-	-	15,000
41108 · Rents, Tidelands Leases - T	-	-	-	-	-	-	540,000	375,000	-	915,000
41309 · Storage - NT	-	45,000	-	-	-	3,000	-	-	-	48,000
41409 · Upland Rent - NT	-	150,000	50,400	-	-	22,000	-	-	-	222,400
41409.2 · Redwood Terminal 2 - NMTC	-	-	-	-	-	-	-	-	-	-
41409 · Upland Rent - NT - Other	-	-	-	-	600,000	-	-	-	-	600,000
Total 41409 · Upland Rent - NT	-	-	-	-	-	-	-	-	-	-
Total Rent Income	-	854,000	50,400	-	600,200	38,000	540,000	381,500	-	2,464,100
Sales										
40109 · Sales, Retail - NT	-	-	-	-	-	-	-	-	-	-
40119 · Concession Sales - NT	-	6,800	-	-	-	-	-	-	-	6,800
Total Sales	-	6,800	-	-	-	-	-	-	-	6,800
Tax Revenue										
43509 · Property Tax Revenues	1,320,000	-	-	-	-	-	-	-	-	1,320,000
45009 · Other Federal Tax Revenue	-	-	-	-	-	-	-	-	-	-
Total Tax Revenue	1,320,000	-	-	-	-	-	-	-	-	1,320,000
Utility Surcharge										
40409 · Utility Surcharge - NT	-	5,900	-	-	30,000	12,600	-	1,200	-	49,700
40418 · Utility Surcharge, Marina Dock	-	75,000	-	-	-	-	-	-	-	75,000
Total Utility Surcharge	-	80,900	-	-	30,000	12,600	-	1,200	-	124,700
47019 · Returned Check Charges	-	-	-	-	-	-	-	-	-	-
52708.1 · Discount	-	-	-	-	-	-	-	-	-	-
Total Income	1,760,000	4,472,820	65,900	-	631,725	57,600	3,213,225	610,950	2,471,969	13,284,189
Gross Profit	1,760,000	4,472,820	65,900	-	631,725	57,600	3,213,225	610,950	2,471,969	13,284,189
Expense										
Accounting/Auditing Services										
52500 · Accounting Fees - T	40,000	-	-	-	-	-	-	-	-	40,000
52508 · Accounting Fees - NT	15,000	-	-	-	-	-	-	-	-	15,000
Total Accounting/Auditing Services	55,000	-	-	-	-	-	-	-	-	55,000
Advertising & Promotion										
51000 · Advertising & Promotion - NT	700	700	-	-	-	-	-	-	-	1,400
51008 · Advertising & Promotion - T	800	-	-	-	-	-	-	-	-	800
Total Advertising & Promotion	1,500	700	-	-	-	-	-	-	-	2,200
Bad Debts										
51308 · Bad Debts - T	-	-	-	-	-	-	-	-	-	-
51309 · Bad Debts - NT	-	1,500	-	-	-	-	-	-	-	1,500
Total Bad Debts	-	1,500	-	-	-	-	-	-	-	1,500

Final Budget FY 2023/2024

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Capital Outlay										
53609 · Expenses Pending Transfer-Bldg	-	35,750	251,500							287,250
53618 · Expenses Pending Transfer-Auto	-	-	-							-
53619 · Expenses Pending Transfer - Eq	-	-	-							-
Total Capital Outlay	-	35,750	251,500	-	-	-	-	-	-	287,250
Communications										
51400 · Communications - NT	11,400				10,600					22,000
51408 · Communications - T	6,000									6,000
Total Communications	17,400	-	-	-	10,600	-	-	-	-	28,000
Conference & Meetings										
51500 · Conferences & Meetings - NT	15,000	2,000							12,000	29,000
51508 · Conferences & Meetings - T	4,000	2,000						1,500		7,500
Conference & Meetings - Other	-	-								-
Total Conference & Meetings	19,000	4,000	-	-	-	-	-	1,500	12,000	36,500
Depreciation										
53509 · Depreciation - NT	-	-								-
Total Depreciation	-	-	-	-	-	-	-	-	-	-
Dredging Expense										
55608 · Dredging Expense - T	-	3,500,000								3,500,000
56708 · Dredging - GT	-	-								-
56718 · Dredging - MT	-	-								-
Dredging Expense - Other	-	87,000								87,000
Total Dredging Expense	-	3,587,000	-	-	-	-	-	-	-	3,587,000
Dues, Subscriptions & Licences										
51600 · Dues & Subscriptions - NT	50,000									50,000
51608 · Dues & Subscriptions - T	700									700
Total Dues, Subscriptions & Licences	50,700	-	-	-	-	-	-	-	-	50,700
Elections & Government Fees										
51700 · Elections & Prop Tax Assess-NT	19,000				43,000					62,000
51708 · Elections & Prop Tax Assess - T	4,000									4,000
Total Elections & Government Fees	23,000	-	-	-	43,000	-	-	-	-	66,000
Engineering Services										
52400 · Engineering Fees - NT	20,000		18,400		15,000					53,400
52408 · Engineering Fees - T	-									-
Total Engineering Services	20,000	-	18,400	-	15,000	-	-	-	-	53,400
Fuel										
50400 · IMPUTED AUTO VALUE G/A										-
51200 · Automotive, Fuel- NT	10,000									10,000
51208 · Vessel Fuel	-							5,000		5,000
51218 · Automotive, Fuel - T	10,000									10,000
Total Fuel	20,000	-	-	-	-	-	-	5,000	-	25,000
Grant Expenses										
Conservation Grant Expenses	-									-
54408.3 · Conservation Grant Exp	-						500,000		1,582,704	2,082,704
Total Conservation Grant Expenses	-	-	-	-	-	-	500,000	-	1,582,704	2,082,704

Final Budget FY 2023/2024

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Harbor Grant Expenses										
54408.1 · Harbor Grant Exp	-	-	-	-	-	-	2,173,225	-	867,995	3,041,220
Total Harbor Grant Expenses	-	-	-	-	-	-	2,173,225	-	867,995	3,041,220
Recreation Grant Expenses										
54408.2 · Recreation Grant Exp	-	-	-	-	-	-	-	-	-	-
Total Recreation Grant Expenses	-	-	-	-	-	-	-	-	-	-
Total Grant Expenses	-	-	-	-	-	-	2,673,225	-	2,450,699	5,123,924
Insurance										
51800 · Insurance - NT	121,519									121,519
51808 · Insurance - T	18,000									18,000
Total Insurance	139,519	-	-	-	-	-	-	-	-	139,519
Interest Expense										
55108 · Interest Expense - T	74,899	89,147	-	-	21,222	-	-	17,477		202,745
55109 · Interest Expense - NT	61,810									61,810
Total Interest Expense	136,709	89,147	-	-	21,222	-	-	17,477	-	264,555
Legal Services										
52300 · Legal Fees - NT	33,750				10,000					43,750
52308 · Legal Fees - T	11,250						50,000			61,250
Total Legal Services	45,000	-	-	-	10,000	-	50,000	-	-	105,000
Maintenance - Equipment										
51209 · Automotive, Repairs - NT		200			7,500					7,700
52710 · Repairs & Maint, Equip - NT		3,700								3,700
52718 · Repairs & Maint, Equip - T		4,200	5,000					30,000		39,200
Total Maintenance - Equipment	-	8,100	5,000	-	7,500	-	-	30,000	-	50,600
Maintenance - Facilities										
52708 · Repairs & Maint, Facilities - T		27,500			81,500	4,000		14,000		127,000
52709 · REPAIRS & MAINTENANCE G/NT		42,000	18,300		51,500					111,800
52719 · Repairs & Maint, Facilities - N			5,000	5,500		7,500				18,000
Total Maintenance - Facilities	-	69,500	23,300	5,500	133,000	11,500	-	14,000	-	256,800
Maintenance - IT										
57008 · Maintenance, IT Equip - T	100	600								700
57009 · Maintenance, IT Equip - NT	2,900	6,400			1,500					10,800
Maintenance - IT - Other										
Total Maintenance - IT	3,000	7,000	-	-	1,500	-	-	-	-	11,500
Maintenance Supplies										
52008 · Maintenance Supplies - T		350								350
52010 · Maintenance Supplies - NT	500	17,500	700		5,500					24,200
Total Maintenance Supplies	500	17,850	700	-	5,500	-	-	-	-	24,550
Office Supplies										
51900 · Office Supplies - NT	17,500	200								17,700
51908 · Office Supplies - T	7,750	650								8,400
51918 · OFFICE EXPENSE M/T								265		265
52100 · Outside Services - NT										
Office Supplies - Other	150									150

Final Budget FY 2023/2024

	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Total Office Supplies	25,400	850	-	-	-	-	-	265	-	26,515
Other Expenses										
55418 · Other Expenses - T	-	-	-	-	-	-	-	-	-	-
55419 · Other Expenses - NT	12,300	-	-	-	-	-	-	-	-	12,300
Total Other Expenses	12,300	-	-	-	-	-	-	-	-	12,300
Other Professional/Outside Serv										
52109 · Outside Services, Other - NT	-	-	-	9,000	-	-	-	-	-	9,000
52110 · OUTSIDE SERVICES M/A	-	-	-	23,300	-	-	-	-	-	23,300
52118 · Outside Services, Other - T	-	-	2,750	-	-	-	-	4,000	-	6,750
Total Other Professional/Outside Serv	-	-	2,750	32,300	-	-	-	4,000	-	39,050
Permits										
51610 · Permits - NT	3,200	-	-	-	-	-	-	-	-	3,200
51618 · Permits - T	-	-	-	-	-	-	-	-	-	-
Total Permits	3,200	-	-	-	-	-	-	-	-	3,200
Personnel Expenses										
Commissioners Fees										
50200 · Commissioner's Salaries - NT	20,000	-	-	-	-	-	-	-	-	20,000
50208 · Commissioner's Salaries - T	16,000	-	-	-	-	-	-	-	-	16,000
Total Commissioners Fees	36,000	-	-	-	-	-	-	-	-	36,000
Payroll Burden										
50500 · Payroll Benefits, Other - NT	303,761	178,893	9,656	-	156,044	38,370	-	-	-	686,725
50508 · Payroll Benefits, Other - T	-	-	-	-	-	-	-	-	-	-
6560 · Workers' Comp	-	-	-	-	-	-	-	-	-	-
Total Payroll Burden	303,761	178,893	9,656	-	156,044	38,370	-	-	-	686,725
Salaries/Wages										
50100 · Salaries & Wages - NT	496,123	330,024	20,002	-	224,718	81,062	-	-	-	1,151,929
50108 · Salaries & Wages - T	-	-	-	-	-	-	-	-	-	-
50119 · Sal. & Wages, Part-time - NT	4,431	-	-	-	-	-	-	-	-	4,431
Salaries/Wages - Other	-	-	-	-	-	-	-	-	-	-
Total Salaries/Wages	500,554	330,024	20,002	-	224,718	81,062	-	-	-	1,156,360
Total Personnel Expenses	840,315	508,917	29,658	-	380,763	119,432	-	-	-	1,879,085
Planning Services										
52200 · Planning Fees - NT	8,000	-	2,800	-	17,500	700	-	-	-	29,000
52208 · Planning Fees - T	-	-	-	-	-	-	-	-	-	-
Total Planning Services	8,000	-	2,800	-	17,500	700	-	-	-	29,000
Rent Expense										
52600 · Rent Expense - NT	-	-	3,500	800	-	-	-	-	-	4,300
54308 · Redwood Terminal 2 Lease Expns	-	-	-	-	-	-	-	-	-	-
54409 · Lease Expense - RT2	-	-	-	-	-	-	-	-	-	-
Total Rent Expense	-	-	3,500	800	-	-	-	-	-	4,300
Small Tools										
52800 · Small Tools - NT	-	1,750	1,750	-	2,500	-	-	-	-	6,000
52808 · Small Tools - T	-	250	250	-	1,000	-	-	-	-	1,500
Small Tools - Other	-	-	-	-	-	-	-	-	-	-

Final Budget FY 2023/2024	General Fund	Woodley Island	FLBY	Shelter Cove	RMT2	RWD	New Terminal	Tidelands	Grants	TOTAL
Total Small Tools	-	2,000	2,000	-	3,500	-	-	-	-	7,500
Utilities										
52909 · Utilities - NT	25,000			-	160,000	2,000	-	-		187,000
52918 · Utilities - T	-	65,000	-	-	-	-	-	-		65,000
53000 · Water, Sewer, & Refuse - NT	-	90,000	250	8,500	10,000	1,600	-	-		110,350
53008 · Water, Sewer, & Refuse - T	-	60,000	-	-	-	-	-	-		60,000
Total Utilities	25,000	215,000	250	8,500	170,000	3,600	-	-	-	422,350
57018 · Bank Service Charges	1,200	-	-	-	-	-	-	-		1,200
66900 · Reconciliation Discrepancies	-	-	-	-	-	-	-	-		-
Total Expense	1,446,743	4,547,314	339,858	47,100	819,085	135,232	2,723,225	72,242	2,462,699	12,593,498
Net Ordinary Income	313,257	(74,494)	(273,958)	(47,100)	(187,360)	(77,632)	490,000	538,708	9,270	690,691
Net Income	313,257	(74,494)	(273,958)	(47,100)	(187,360)	(77,632)	490,000	538,708	9,270	690,691
Debt Service										
Bond		83,500						141,000		224,500
BVVA Loan					101,800					101,800
CalPERS Unfunded Liability	102,839									102,839
2023 Loan	108,226	137,174								245,400
Total Debt Service	211,065	220,674	-	-	101,800	-	-	141,000	-	674,539
Reserve Deposit										
Dredge Surcharge			15,000							15,000
Float Replacement										-
Ocean Outfall										-
General Reserve										-
Total Reserve	-	-	15,000	-	-	-	-	-	-	15,000
Net Income After Debt Service and Reserve Deposit	102,192	(295,168)	(288,958)	(47,100)	(289,160)	(77,632)	490,000	397,708	9,270	1,152