

## **RESOLUTION NO. 2026-18**

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

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

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

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

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

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

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

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

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

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

### **Finance & Administration Policies and Procedures Manual**

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

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

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

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

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

### **Professional Services Agreement; Standard Form**

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

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

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

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

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

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

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

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

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

## **Records Management Handbook and Retention Schedule**

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

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

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

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

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

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

### **California Environmental Quality Act**

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

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

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

### **ARTICLE I. GENERAL PROVISIONS**

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

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

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

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

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

## **ARTICLE II. FINANCE & ADMINISTRATION POLICIES AND PROCEDURES MANUAL**

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

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

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

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

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

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

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

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

**Section 2.5. Administrative Updates and Amendments.**

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

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

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

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

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

#### **Section 3.1. Approval of Standard Form Professional Services Agreement.**

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

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

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

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

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

### **Section 3.2. Delegation to District Counsel; Permitted Modifications.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 4.2. Conditions; Administration.**

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

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

### **Section 4.3. Amendments; Reserved Authority of the Board.**

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

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

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

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

## **ARTICLE V. RECORDS MANAGEMENT HANDBOOK AND RETENTION SCHEDULE**

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

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

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

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

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

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

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

## **ARTICLE VI. GENERAL**

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

**Section 6.2. Severability.** If any provision of this Resolution or the application of any provision to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

---

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

ATTESTED:

---

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

**EXHIBIT “A”**

**FINANCE & ADMINISTRATION POLICIES AND PROCEDURES  
MANUAL**

**(Updated October 2026, Version 3.2)**

**[Download]**

[https://www.ccharbor.com/files/05b7b0211/CCHD\\_Finance\\_and\\_Admin\\_Manual - Plotz Redline v3.2.pdf](https://www.ccharbor.com/files/05b7b0211/CCHD_Finance_and_Admin_Manual_-_Plotz_Redline_v3.2.pdf)

**EXHIBIT “B”**

**PROFESSIONAL SERVICES AGREEMENT**

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

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

**[Download]**

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

**EXHIBIT “C”**

**RECORDS MANAGEMENT HANDBOOK AND RETENTION  
SCHEDULE**

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

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[https://www.ccharbor.com/files/9bfcf9bf9/CCHD\\_Records\\_Mgmt\\_Handbook -  
\\_rp-ver2 - 2026.10.09.pdf](https://www.ccharbor.com/files/9bfcf9bf9/CCHD_Records_Mgmt_Handbook_-_rp-ver2_-_2026.10.09.pdf)