

Board of Harbor Commissioners

Crescent City Harbor District

March 26, 2025

Regular Harbor Commission Meeting



Regular Meeting

Board of Harbor Commissioners of the Crescent City Harbor District

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

AGENDA

Date: Wednesday, March 26, 2025

Time: Open Session 2:00 p.m.

Place: 101 Citizens Dock, Crescent City, CA, and via Zoom Webinar,

VIRTUAL MEETING OPTIONS

TO WATCH (via online)

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

TO LISTEN (via telephone)

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



1. Preliminary Items

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



1. Preliminary Items

d. General Public Comments

The general comment period is provided for subjects not included on the agenda but within the jurisdiction of the District. Each person is limited to a maximum of 3 minutes of speaking time. The Board may not take action on non-agendized matters. However, the Board or its staff may briefly respond to statements or questions from the public. (Gov. Code § 54954.2(a)(2))



2. Communications and Reports

a. Report from the March 26, 2025 Special Meeting (Closed Session)

Public Comment?



2. Communications and Reports

b. Harbor Commissioner & Committee Reports

- (1) Commissioner Dan Schmidt**
- (2) Commissioner Rick Shepherd**
- (3) Secretary John Evans**
- (4) Vice Chair Annie Nehmer**
- (5) Chair Gerhard Weber**

Public Comment?



2. Communications and Reports

c. CEO/Harbormaster Report

Public Comment?



3. Consent Calendar

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

a. Approve Meeting Minutes

Public Comment?

Special Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	March 12, 2025 1:30 p.m.



Board of Harbor Commissioners of the Crescent City Harbor District

MINUTES

Special Session, Wednesday, March 12, 2025, at 1:30 P.M.

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

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

2) Adjourn to Closed Session

CONFERENCE WITH LABOR NEGOTIATORS

*Government Code section 54957.6
Agency Negotiator: Mike Rademaker, CEO/Harbormaster
Unrepresented Employee: Director of Operations*

3) Resume Open Session, Provide Report from Closed Session

The Commission stated that there is nothing to report at this time.

4) MEETING ADJOURNMENT

Regular Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	March 12, 2025 2:00 p.m.



Board of Harbor Commissioners of the Crescent City Harbor District

MINUTES

Regular Session, Wednesday, March 12, 2025, at 2:00 P.M.

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

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

2) Communications and Reports

- a. Harbor Commissioner & Committee Reports
- b. CEO/Harbormaster Report

3) Consent Calendar: Approve Meeting Minutes of the January 7, 2025 Regular Meeting, the February 7, 2025 Special Meeting, the February 18, 2025 Regular Meeting, and the February 26, 2025 Special Meeting. Commissioner Schmidt moved to approve the minutes. Commissioner Shepherd seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

4) Action Items

- a. **Consider and Vote to Approve Resolution Authorizing Del Norte County to Regulate Fireworks within the District.**

Commissioner Evans moved to approve the resolution, omitting section two and section five. Vice Chair Nehmer seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

- b. Consider and Vote to Approve Changes in the Scope of Work to the Agreement between Community System Solutions and the Crescent City Harbor District.***
Commissioner Schmidt moved to approve the changes in the Scope of Work.
Commissioner Shepherd seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

5) Information Items

- a. Consider Proposal to Alter Structure and Frequency of Board Meetings.***

6) MEETING ADJOURNMENT

Special Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	March 19, 2025 3:00 p.m.



Board of Harbor Commissioners of the Crescent City Harbor District

MINUTES

Special Session, Wednesday, March 19, 2025, at 3:00 P.M.

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

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

2) Adjourn to Closed Session

a.) CONFERENCE WITH LABOR NEGOTIATORS

Government Code section 54957.6

Agency Negotiator: Mike Rademaker, CEO/Harbormaster

Unrepresented Employee: Director of Operations

b.) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code section 54957

Title: CEO/Harbormaster

c.) PUBLIC EMPLOYMENT

Government Code section 54957

Title: Local Co-Counsel (Attorney)

3) Resume Open Session and Provide Report from Closed Session

The Commission stated that there is nothing to report at this time.

4) MEETING ADJOURNMENT



4. Action Items

- a. Consider and Approve CEO/Harbormaster Employment Agreement and Orally Report Compensation Amount.**

Public Comment?



4. Action Items

- a. Consider and Approve CEO/Harbormaster Employment Agreement and Orally Report Compensation Amount.**

FORMER CEO/HARBORMASTER AGREEMENT FOR REFERENCE

Public Comment?

HARBORMASTER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the 7th day of July 2021 (the "Effective Date"), between the Crescent District Harbor District (hereinafter referred to as the "District") and Timothy Brooks Petrick (hereinafter referred to as the "Harbormaster" or the "Employee"). District and Harbormaster/Employee are sometimes referred to in this Agreement as "Party" and collectively as "Parties."

RECITALS

WHEREAS, it is the desire of the Board of Harbor Commissioners ("Board") of the District to retain the services of Employee as Harbormaster pursuant to the provisions of the District's Bylaws and Ordinances ("District Code"), and

WHEREAS, it is the desire of the Board to provide certain benefits, establish certain conditions of employment and to set certain working conditions of the Harbormaster.

NOW, THEREFORE, the above named Parties hereby mutually agree and promise as follows:

1. Duties, Acceptance of Appointment, and Hours of Work.

1.1 Duties

The Harbormaster shall perform those duties and have those responsibilities that are commonly assigned to a Harbormaster of a Harbor District in California, and as may be further set forth in the District's Code, as well as those duties set forth in the District's Job Notice for Harbormaster. Harbormaster shall perform such other legally permissible and proper duties and functions consistent with the Office of the Harbormaster, as the Board shall from time to time assign. The Harbormaster shall report to the Board, which shall also serve as appointing authority for the Harbormaster. It is expected that Harbormaster shall abide by the ICMA Code of Ethics. Harbormaster is encouraged to participate in community and civic affairs.

1.2 Acceptance of Appointment

Harbormaster hereby accepts the appointment as Harbormaster of the Crescent City Harbor District subject to all terms and conditions set forth in this Agreement.

1.3 Hours of Work

It is recognized that Harbormaster devotes a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule recognizing that the normal District work schedule is Monday

through Friday, 8 AM to 5 PM. Harbormaster is exempt from paid overtime compensation.

1.4 Devotion to District Business

The Harbormaster's position is full-time. Harbormaster shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his Harbormaster duties, except as may be specifically authorized by the Board.

2. Term.

This Agreement shall be deemed effective for an initial term beginning on Effective Date, and continuing through July 6, 2025 ("Initial Term"), and shall remain in effect for the Initial Term, unless terminated earlier in accordance with Section 11.

3. Compensation.

3.1 Salary

District agrees to pay Harbormaster, and Harbormaster agrees to accept from District, as compensation for services rendered by Harbormaster pursuant to this Agreement, an annual base salary, commencing on the Effective Date, in the amount of Ninety Thousand Dollars (\$90,000) (hereinafter "Annual Base Salary"), payable in installment payments in the same manner and at the same times as salaries of other employees of the District are paid.

The term "Annual Base Salary" as used in this Agreement shall also include any such adjustments approved by the Board other than payments not eligible to be added to the Harbormaster's Annual Base Salary pursuant to the terms of any applicable salary resolution of the District. The term "Monthly Base Salary" as used in this Agreement shall mean a sum of money equal to one-twelfth (1/12) of Harbormaster's Annual Base Salary as defined herein.

The Annual Base Salary shall be increased by five percent (5%) on July 7, 2022; and then again on July 7, 2023 by another five percent; and then again on July 7, 2024 by another five percent..

3.2 Health and Medical Benefits

The Harbormaster will be afforded the opportunity to purchase District's Health and Medical Plans ("Plans") at the same rate as the District provides for all Plan participants and any other optional Plans or benefits at the rates offered to all other employees. Harbormaster understands that the statutory minimum contribution for medical benefits, as required by PEMCHA, will be deducted from pre-tax wages of the Harbormaster, should the Harbormaster elect to participate in the District's PEMCHA health plan.

3.3 Pension

The District agrees to enroll the Harbormaster as a member of the California Public Employees Retirement System (CalPERS) in accordance with CalPERS regulations and the District's agreement with CalPERS.

3.4 Life Insurance

3.5 District agrees to purchase and pay for during the term of this Agreement on Harbormaster's behalf a term life insurance policy with a \$100,000 policy limit. Mobile Phone Allowance.

The Harbormaster shall be provided with \$100 per month for his personal mobile phone service. Should the total of Harbormaster's mobile phone expense exceed \$100.00 per month, Harbormaster shall be personally responsible for the amount of his monthly mobile phone bill in excess of \$100.

3.6 Benefits

In addition, and except as otherwise specified herein, Harbormaster shall receive all such other benefits and compensation that are generally applicable to Employees of the District as of the date of this Agreement, as the same may be modified from time to time after the date of this Agreement, including but not limited to CalPERS retirement benefits, long term disability insurance, holidays, vacation, bereavement and family illness leave. In the event the Harbormaster's employment is terminated, either voluntarily or involuntarily, the Harbormaster shall be compensated for all accrued vacation time, all paid holidays, and all other benefits to the termination date, except for any accrued sick leave as it has no cash value.

3.7 Sick Leave Bank

Employee shall accrue sick leave at the maximum level allowed for Employees under the District's personnel policies. Any unused sick days in this bank, at the date of termination of employment under this Agreement, shall be forfeited to the District or may be converted for additional service credit for CalPERS retirement purposes should the Harbormaster retire directly from the District.

3.8 Vacation Bank

Harbormaster shall accrue vacation at the maximum level allowed for Employees under the District's personnel policies. Maximum accrual and cash out provisions shall be in accordance with those provided for Employees.

4. Performance Evaluation.

The Board shall review the Harbormaster's job performance at least once annually. The Harbormaster shall remind the Board of its obligations under this Section.

each year and shall work with the Board in finding an appropriate time to place his annual evaluation on the agenda. The Board shall in writing and in accordance with criteria established by the Board in consultation with the Harbormaster, develop the annual performance reviews and evaluations. The Board shall provide the Harbormaster a reasonable and adequate opportunity to discuss the Harbormaster's evaluation with the Board.

The annual performance reviews and evaluations shall be reasonably related to the Harbormaster's written job description and shall be based, in whole or in part, on goals for the Harbormaster's performance that are jointly developed and adopted by the Board and the Harbormaster.

Upon a successful performance review, in the Board's reasonable discretion and determination, Harbormaster may receive a Performance Incentive Payment of up to six percent (6%) of Annual Base Salary, to be paid at the next salary installment paid in accordance with Section 3.1.

5. Bonds.

District shall bear the full cost of any fidelity or other bonds required of Harbormaster under any law or ordinance.

6. General Business Expenses.

6.1 Contingent on Board approval, the District agrees to budget and pay for professional dues and subscriptions for Harbormaster necessary for his continuation and participation in national, regional, state and local boards, task-forces, conferences and meetings, associations and organizations desirable for Harbormaster's continued participation, professional growth, and advancement, and for the benefit of the District. At a minimum, such professional dues shall include participation in the California Association of Harbor Masters and Port Captains.

6.2 District agrees to budget and pay for travel and subsistence expenses of Harbormaster for professional and official travel, board and task-force meetings, conferences, and occasions to adequately continue the professional development of Harbormaster and to pursue necessary official functions for District.

6.3 District recognizes that the Harbormaster may incur expenses of a non-personal, job-related nature that are reasonably necessary to the Harbormaster's service to the District. The District agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted in accordance with the District's normal expenditure reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting the District's normal requirements and must be submitted within time limits established by the District.

6.4 Notwithstanding the above, to the degree the District must make budget reductions, appropriate reductions in General Business Expenses

commensurate with reductions in other Districtwide accounts may be made at the sole discretion of the Board.

7. Abuse of Office or Position.

Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, if Harbormaster is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Harbormaster is provided with administrative leave pay pending an investigation, Harbormaster shall be required to fully reimburse District such amounts paid; (2) if District pays for the criminal legal defense of Harbormaster (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Harbormaster shall be required to fully reimburse District such amounts paid; and (3) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Harbormaster may receive from District shall be fully reimbursed to District or void if not yet paid to Harbormaster. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

8. Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the other Party, or sent by United States Postal Service, postage prepaid and addressed to the appropriate Party as follow:

If to District: Crescent City Harbor District
Attention: Board of Harbor Commissioners
101 Citizens Dock Road
Crescent City, CA 95531

If to Harbormaster: Timothy Brooks Petrick
Harbormaster
[Private Address]

Notice shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9. Termination.

9.1 At-Will Employee

Harbormaster shall serve at the will and pleasure of the Board. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to suspend from duty, remove from office or otherwise terminate the services of Harbormaster at any time, at the sole discretion of the Board. This Agreement may be terminated as follows.

9.2 Termination – Board Vote

The Board may remove the Harbormaster with or without cause, by motion adopted by the affirmative votes of a majority of the members of the Board. Pursuant to the provisions of Government Code Section 53260, if this agreement is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract up to a maximum of 18 months. If Harbormaster is terminated without cause as defined in this Agreement, he shall be entitled to a lump-sum severance payment in an amount equal to three months' Monthly Base Salary, provided the Harbormaster executes a settlement and release agreement in a form reasonably set forth by the District. Additionally, for each of year of service beyond the first year under this Agreement, Harbormaster shall be entitled to an additional two-weeks' worth of severance payment. Finally, during any such severance period, Harbormaster shall continue to receive health and medical benefits.

9.3 Resignation

Harbormaster may voluntarily resign his position as Harbormaster, after giving District at least thirty (30) days written notice prior to the effective date of such resignation, unless such notice is waived in whole or part by the Board.

9.4 Death

If, during the Term or any extended Term, the Harbormaster dies, the Harbormaster's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment.

9.5 Disability

In the event the Harbormaster is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of six (6) consecutive months, the District may terminate the Harbormaster's employment and this Agreement.

9.6 For Cause Termination

The Board may remove the Harbormaster For Cause at any time without prior notice by motion adopted by the affirmative votes of a majority of the Board. "For Cause" for purposes of this Agreement shall mean any of the following:

- (a) Conviction of, or plea of guilty or *nolo contendere* to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the District or on the Harbormaster's reputation;
- (b) Gross misconduct which is likely to have a material adverse impact on the District or on the Harbormaster's reputation;

(c) Proven failure of the Harbormaster to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) days from the date of his receipt of notice from the Board specifying the acts or omissions deemed to amount to that failure; or

(d) Any other action or inaction by the Harbormaster that materially and substantially impedes or disrupts the performance of the District and its organizational component units, is detrimental to employee or public safety, violates properly established rules or procedures, or adversely affects the reputation of the District, its officers, or its employees.

10. Other Terms and Conditions of Employment.

The District, only upon agreement with Harbormaster, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Harbormaster, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the District Code, or any other law, ordinance or District Resolution.

Except as otherwise provided in this Agreement, Harbormaster shall be entitled to the highest level of benefits that are enjoyed by other Employees of the District as provided in the District Code, Personnel Rules and regulations, or by practice.

11. Communications in the Event of Termination.

In the event the District terminates Harbormaster for any reason or no reason, the District and Harbormaster agree that no member of the Board or employees directly employed by the Board shall make any written, oral, or electronic statement to any member of the public, the press, or any District employee concerning the Harbormaster's termination except in the form of a joint press release or statement, which is mutually agreeable to the District and the Harbormaster. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

12. Indemnification.

12.1 District shall defend, hold harmless and indemnify Harbormaster against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Harbormaster's duties or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved unlawful conduct. District shall not unreasonably refuse to provide for legal representation at District's expense. Legal representation, provided by District for Harbormaster, shall extend until a final determination of the legal action including any and all losses, damages, judgment, interests, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including

attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Harbormaster in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Harbormaster's duties under this Agreement.

12.2 District agrees to pay all reasonable litigation expenses of Harbormaster throughout pendency of any District-related litigation to which Harbormaster is a party, witness or advisor to the District. Such expense payments shall continue beyond Harbormaster's employment with the District as long as litigation is pending. Post-employment, District agrees to pay Harbormaster for reasonable consulting fees, travel expenses and other costs, when Harbormaster serves as a witness, advisor or consultant to District regarding pending litigation.

13. General Provisions.

13.1 This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or written agreements on the subject matter hereof, which may have been entered into between the Parties.

13.2 No modification or revision to this Agreement shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

13.3 Each Party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either Party.

13.4 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

13.5 Neither this Agreement, nor any right, privilege or obligation of Harbormaster herein shall be assigned or transferred by him without the prior written consent of the Board. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Board, be null and void and may be considered a material breach of this Agreement.

13.6 This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be in Del Norte County.

13.7 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit or against the Party responsible for any particular language in this Agreement.

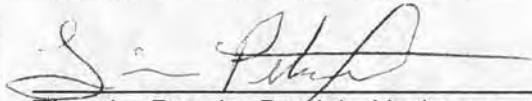
13.8 Harbormaster acknowledges that he has had an opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

13.9 This Agreement may be executed in several counterparts and all documents so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties did not sign the original or the same counterparts.

[SIGNATURES ON FOLLOWING PAGE]

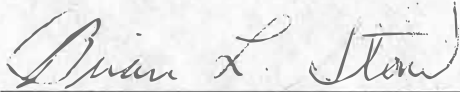
IN WITNESS WHEREOF, the Parties have executed this Harbormaster Employment Agreement on the 16th day of July, 2021.

EMPLOYEE/HARBORMASTER



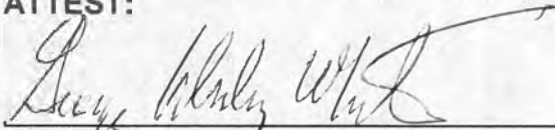
Timothy Brooks Petrick, Harbormaster

CRESCENT CITY HARBOR DISTRICT



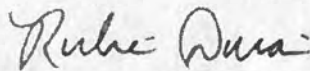
Brian Stone, President

ATTEST:



District Clerk

APPROVED AS TO FORM:



Ruben Duran, General Counsel

FIRST AMENDMENT
TO HARBORMASTER EMPLOYMENT AGREEMENT

This First Amendment to Harbormaster Employment Agreement (“First Amendment”) is entered into by and between the Crescent City Harbor District (hereinafter referred to as the “District”) and Timothy Brooks Petrick (hereinafter referred to as the “Harbormaster” or the “Employee”). District and Harbormaster/Employee are sometimes referred to in this Agreement as “Party” and “Parties.”

RECITALS

A. Whereas, on July 16, 2021, the District and the Employee entered into the Harbormaster Employment Agreement (“Agreement”) to retain the services of Employee as Harbormaster, the term of which commenced on July 6, 2021; and

B. Whereas, the Agreement provides, among other things, for Employee’s performance and salary to be reviewed and evaluated annually by the Board of Harbor Commissioners (“Board”); and

C. Whereas, the Board completed a successful annual evaluation of Employee on February 7, 2023, and upon consideration by the Board and Employee, the Parties began discussing the amendment of certain provisions of the Agreement.

D. Whereas, the Parties discussed the proposed amendments to the Agreement on multiple occasions over the ensuing months.

E. Whereas, the Board completed another successful annual evaluation of Employee on July 16, 2024.

F. Whereas, the Parties have completed these discussions and desire to enter into this First Amendment in order to finalize the amendment process, as set forth below.

G. Whereas, this First Amendment was approved by the Board at its regular meeting of August 6, 2024.

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Section 3.1, entitled Salary, is hereby amended to provide as follows:

3.1 Salary

District agrees to pay Harbormaster, and Harbormaster agrees to accept from District, as compensation for services rendered by Harbormaster pursuant to this Agreement, an annual base salary, commencing on the Effective Date, in the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) (hereinafter “Annual Base Salary”), payable in installment payments in the same

manner and at the same times as salaries of other employees of the District are paid.

The term “Annual Base Salary” as used in this Agreement shall also include any such adjustments approved by the Board other than payments not eligible to be added to the Harbormaster’s Annual Base Salary pursuant to the terms of any applicable salary resolution of the District. The term “Monthly Base Salary” as used in this Agreement shall mean a sum of money equal to one-twelfth (1/12) of Harbormaster’s Annual Base Salary as defined herein.

Commencing on July 1, 2024 Harbormaster shall receive a Cost of Living Adjustment (COLA) increase to the Annual Base Salary in an amount equal to the increase in the Consumer Price Index for all Urban Consumers (CPI-U) – San Francisco Metro, if any, from July 1, 2023 (“Base Index”) to July 1, 2024. Thereafter, Harbormaster’s Base Salary will be adjusted annually based on the difference between the Base Index and the Consumer Price Index for all Urban Consumers (CPI-U) – San Francisco Metro for the subject year. In the event the CPI-U does not increase, there will be no downward adjustment to the Annual Base Salary.

2. Section 4, entitled Performance Evaluation, is hereby amended to provide as follows:

3. Performance Evaluation

The Board shall review the Harbormaster’s job performance at least once annually. The Harbormaster shall remind the Board of its obligations under this Section each year and shall work with the Board in finding an appropriate time to place his annual evaluation on the agenda. The Board shall in writing and in accordance with criteria established by the Board in consultation with the Harbormaster, develop the annual performance reviews and evaluations. The Board shall provide the Harbormaster a reasonable and adequate opportunity to discuss the Harbormaster’s evaluation with the Board.

The annual performance reviews and evaluations shall be reasonably related to the Harbormaster’s written job description and shall be based, in whole or in part, on goals for the Harbormaster’s performance that are jointly developed and adopted by the Board and the Harbormaster.

4. Section 4 of the Agreement permits the Board to grant Employee a Performance Incentive Payment of up to six percent (6%) following a successful performance review. The Board has decided to grant Employee a bonus of \$_____ for his performance based upon his successful performance reviews in 2023 and 2024.

5. Consistent with Section 3.1 of the Agreement, Employee received a CPI adjustment of 4.2% effective July 1, 2024, increasing Employee’s salary from \$125,000 to \$130,250 annually.

6. Balance Of Agreement To Remain In Effect

Except as otherwise specifically set forth herein, the balance of the Agreement shall remain in full force and effect.

7. Date

This First Amendment shall be effective as of April 16, 2023. (“Effective Date”).

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Harbormaster Employment Agreement on the _____ day of August, 2024.

EMPLOYEE/HARBORMASTER

Timothy Brooks Petrick, Harbormaster

CRESCENT CITY HARBOR DISTRICT

Harry Adams, President

ATTEST:

District Clerk

APPROVED AS TO FORM:

Ruben Duran, General Counsel



4. Action Items

- a. Consider and Approve CEO/Harbormaster Employment Agreement and Orally Report Compensation Amount.**

EXISTING INTERIM CEO/HARBORMASTER AGREEMENT FOR REFERENCE

Public Comment?

INTERIM CEO/HARBORMASTER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into as of the 1st day of October 2024 (the “Effective Date”), between the Crescent City Harbor District (hereinafter referred to as the “District”) and Mike Rademaker (hereinafter referred to as the “Interim CEO/Harbormaster” or the “Employee”). District and Interim CEO/Harbormaster are sometimes referred to in this Agreement as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Employee is currently employed by the District as Assistant Harbormaster under the terms of an Employment Agreement dated July 15, 2019, as amended on September 1, 2022; and

WHEREAS, the position of CEO/Harbormaster has become vacant, and it is the desire of the Board of Harbor Commissioners (“Board”) of the District to appoint the Employee to serve as Interim CEO/Harbormaster during this period; and

WHEREAS, the parties agree that this Interim CEO/Harbormaster Employment Agreement temporarily replaces the aforementioned Employment Agreement dated July 15, 2019, as amended on September 1, 2022, for the duration of the interim appointment; and

WHEREAS, upon completion of the Interim Harbormaster appointment, the Employee will either return to the position of Assistant Harbormaster, with all provisions of the July 15, 2019 agreement, as amended, being reinstated, or to another position as the Parties mutually agree; and

WHEREAS, the parties desire to set forth the terms and conditions of the interim appointment as Interim CEO/Harbormaster.

NOW, THEREFORE, the parties mutually agree as follows:

The terms and conditions outlined in this **Interim Harbormaster Employment Agreement** shall supersede and temporarily replace the provisions of the **July 15, 2019** Employment Agreement, as amended on **September 1, 2022**, for the duration of the Employee's appointment as Interim Harbormaster. Upon termination of this interim appointment, the Employee will either return to the position of Assistant Harbormaster, and the provisions of the **July 15, 2019** Employment Agreement, as amended, will be fully reinstated, or the parties may agree to another employment arrangement, in which case the Employee will not return to the position of Assistant Harbormaster, and a new employment contract will be executed.

AGREEMENT

1. **Duties, Acceptance of Appointment, and Hours of Work.**

1.1 Duties

The Interim CEO/Harbormaster shall perform those duties and have those responsibilities that are commonly assigned to a CEO/Harbormaster of a Harbor District in California, and as may be further set forth in the District's Code. Interim CEO/Harbormaster shall perform such other legally permissible and proper duties and functions consistent with the Office of the CEO/Harbormaster, as the Board shall from time to time assign. The Interim CEO/Harbormaster shall report to the Board, which shall also serve as appointing authority for the Interim CEO/Harbormaster. It is expected that Interim CEO/Harbormaster shall abide by the ICMA Code of Ethics. Interim CEO/Harbormaster is encouraged to participate in community and civic affairs.

1.2 Acceptance of Appointment

Employee hereby accepts the appointment as Interim CEO/Harbormaster of the Crescent City Harbor District subject to all terms and conditions set forth in this Agreement.

1.3 Hours of Work

It is recognized that Interim CEO/Harbormaster devotes a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule recognizing that the normal District work schedule is Monday through Friday, 8 AM to 5 PM. CEO/Harbormaster is exempt from paid overtime compensation.

1.4 Devotion to District Business

The position of Interim CEO/Harbormaster is full-time. The Interim CEO/Harbormaster acknowledges that the needs of the Crescent City Harbor District will remain a priority, and that no external business, educational, professional, or charitable activities should conflict with or materially interfere with the performance of these duties. However, recognizing the Employee's successful history of balancing multiple professional responsibilities over the past 14 years—including work as a Paralegal and later Assistant Harbormaster—while ensuring that there was no impairment to CCHD duties, the Board acknowledges that the Employee may continue to engage in outside work, including but not limited to work in the Information Technology field, teaching as a Community College Professor, and the pursuit of an additional graduate school degree, provided that such activities do not interfere with the

Employee's responsibilities to the District, in the sole discretion of the Board of Harbor Commissioners.

2. Term.

This Agreement shall be deemed effective for an initial term beginning on Effective Date, and continuing through March 31, 2025 ("Initial Term"), and shall remain in effect for the Initial Term, unless terminated earlier in accordance with Section 11.

3. Compensation.

3.1 Salary

District agrees to pay Interim CEO/Harbormaster, and Interim CEO/Harbormaster agrees to accept from District, as compensation for services rendered by Interim CEO/Harbormaster pursuant to this Agreement, an annual base salary, commencing on the Effective Date, in the amount of Ninety-four Thousand Dollars (\$94,000) (hereinafter "Annual Base Salary"), payable in installment payments in the same manner and at the same times as salaries of other employees of the District are paid.

The term "Annual Base Salary" as used in this Agreement shall also include any such adjustments approved by the Board other than payments not eligible to be added to the Interim CEO/Harbormaster's Annual Base Salary pursuant to the terms of any applicable salary resolution of the District. The term "Monthly Base Salary" as used in this Agreement shall mean a sum of money equal to one-twelfth (1/12) of Interim CEO/Harbormaster's Annual Base Salary as defined herein.

3.2 Health and Medical Benefits

The Interim CEO/Harbormaster will be afforded the opportunity to purchase District's Health and Medical Plans ("Plans") at the same rate as the District provides for all Plan participants and any other optional Plans or benefits at the rates offered to all other employees. Interim CEO/Harbormaster understands that the statutory minimum contribution for medical benefits, as required by PEMCHA, will be deducted from pre-tax wages of the Interim CEO/Harbormaster, should the Interim CEO/Harbormaster elect to participate in the District's PEMCHA health plan.

3.3 Pension

The District agrees to enroll the Interim CEO/Harbormaster as a member of the California Public Employees Retirement System (CalPERS) in accordance with CalPERS regulations and the District's agreement with CalPERS.

3.4 Life Insurance

District agrees to purchase and pay for during the term of this Agreement on Interim CEO/Harbormaster's behalf a term life insurance policy with a \$100,000 policy limit.

3.5 Mobile Phone Allowance.

The Interim CEO/Harbormaster shall be provided with \$100 per month for his personal mobile phone service. Should the total of Interim CEO/Harbormaster's mobile phone expense exceed \$100.00 per month, Interim CEO/Harbormaster shall be personally responsible for the amount of his monthly mobile phone bill in excess of \$100.

3.6 Additional Benefits

In addition, and except for health insurance benefits, Interim CEO/Harbormaster shall receive all such other benefits and compensation that are generally applicable to Employees of the District as of the date of this Agreement, as the same may be modified from time to time after the date of this Agreement, including but not limited to CalPERS retirement benefits, long term disability insurance, holidays, vacation, bereavement and family illness leave. In the event the Interim CEO/Harbormaster's employment is terminated, either voluntarily or involuntarily, the Interim CEO/Harbormaster shall be compensated for all accrued vacation time, all paid holidays, and all other benefits to the termination date, except for any accrued sick leave as it has no cash value.

3.7 Sick Leave Bank

Employee shall accrue sick leave at the maximum level allowed for Employees under the District's personnel policies. Any unused sick days in this bank, at the date of termination of employment under this Agreement, shall be forfeited to the District or may be converted for additional service credit for CalPERS retirement purposes should the Interim CEO/Harbormaster retire directly from the District.

3.8 Vacation Bank

Interim CEO/Harbormaster shall accrue vacation at the maximum level allowed for Employees under the District's personnel policies. Maximum accrual and cash out provisions shall be in accordance with those provided for Employees.

3.9 Required Occupancy Housing

The District requires that the Interim CEO/Harbormaster reside in housing provided by the District at 245 Anchor Way, in accordance with the same terms as those specified in the Employee's prior Employment Agreement dated July 15, 2019, as amended on September 1, 2022, for the position of Assistant Harbormaster. The housing is provided for the convenience of the District and is necessary to ensure the Interim CEO/Harbormaster's immediate availability to respond to emergencies and other

operational needs of the Harbor. No rent is due from the Employee for occupancy, as the housing is considered a working condition fringe benefit under Internal Revenue Code Section 119.

4. Performance Evaluation.

During this interim assignment, Employee is subject to the Board's evaluation of performance, at time(s) selected by the Board.

5. Bonds.

District shall bear the full cost of any fidelity or other bonds required of Interim CEO/Harbormaster under any law or ordinance.

6. General Business Expenses.

6.1 Contingent on Board approval, the District agrees to budget and pay for professional dues and subscriptions for Interim CEO/Harbormaster necessary for his continuation and participation in national, regional, state and local boards, task-forces, conferences and meetings, associations and organizations desirable for Interim CEO/Harbormaster's continued participation, professional growth, and advancement, and for the benefit of the District. At a minimum, such professional dues shall include participation in the California Association of Harbor Masters and Port Captains.

6.2 District agrees to budget and pay for travel and subsistence expenses of Interim CEO/Harbormaster for professional and official travel, board and task-force meetings, conferences, and occasions to adequately continue the professional development of Interim CEO/Harbormaster and to pursue necessary official functions for District.

6.3 District recognizes that the Interim CEO/Harbormaster may incur expenses of a non-personal, job-related nature that are reasonably necessary to the Interim CEO/Harbormaster's service to the District. The District agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted in accordance with the District's normal expenditure reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting the District's normal requirements and must be submitted within time limits established by the District.

6.4 Notwithstanding the above, to the degree the District must make budget reductions, appropriate reductions in General Business Expenses commensurate with reductions in other Districtwide accounts may be made at the sole discretion of the Board.

7. Abuse of Office or Position.

Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, if Interim CEO/Harbormaster is convicted of a crime involving an abuse of his office or

position, all of the following shall apply: (1) if Interim CEO/Harbormaster is provided with administrative leave pay pending an investigation, Interim CEO/Harbormaster shall be required to fully reimburse District such amounts paid; (2) if District pays for the criminal legal defense of Interim CEO/Harbormaster (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Interim CEO/Harbormaster shall be required to fully reimburse District such amounts paid; and (3) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Interim CEO/Harbormaster may receive from District shall be fully reimbursed to District or void if not yet paid to Interim CEO/Harbormaster. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

8. Notices.

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the other Party, or sent by United States Postal Service, postage prepaid and addressed to the appropriate Party as follow:

If to District: Crescent City Harbor District
Attention: Board of Harbor Commissioners
101 Citizens Dock Road
Crescent City, CA 95531

If to Interim CEO/Harbormaster: Mike Rademaker
Interim CEO/Harbormaster
101 Citizens Dock Road
Crescent City, CA 95531

Notice shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9. Termination.

9.1 At-Will Employee

Employee understands and agrees that, in this interim assignment, Employee works at the will and pleasure of the Board, and that Employee may be removed from the Interim CEO/Harbormaster position at any time, with or without cause, without any due process rights. Upon any such removal, or at the completion of the assignment, Employee will resume the position of Assistant Harbormaster, under the terms of an Employment Agreement dated July 15, 2019, as amended on September 1, 2022; with the Assistant Harbormaster salary and benefits that were in place as of

October 1, 2024, resuming upon the effective date of return to that position. Notice of re-assignment shall be provided to Employee in writing.

9.2 Resignation

Interim CEO/Harbormaster may voluntarily resign his position as Interim CEO/Harbormaster, after giving District at least fourteen (14) days written notice prior to the effective date of such resignation, unless such notice is waived in whole or part by the Board. Employee will be paid for the Interim CEO/Harbormaster assignment for the days it was performed, with the Assistant Harbormaster salary and benefits resuming upon the effective date of return to that position.

10. Other Terms and Conditions of Employment.

The District, only upon agreement with Interim CEO/Harbormaster, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Interim CEO/Harbormaster, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the District Code, or any other law, ordinance or District Resolution.

Except as otherwise provided in this Agreement, Interim CEO/Harbormaster shall be entitled to the highest level of benefits that are enjoyed by other Employees of the District as provided in the District Code, Personnel Rules and regulations, or by practice.

11. Indemnification.

11.1 District shall defend, hold harmless and indemnify Interim CEO/Harbormaster against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Interim CEO/Harbormaster's duties or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved unlawful conduct. District shall not unreasonably refuse to provide for legal representation at District's expense. Legal representation, provided by District for Interim CEO/Harbormaster, shall extend until a final determination of the legal action including any and all losses, damages, judgment, interests, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Interim CEO/Harbormaster in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Interim CEO/Harbormaster's duties under this Agreement.

11.2 District agrees to pay all reasonable litigation expenses of Interim CEO/Harbormaster throughout pendency of any District-related litigation to which Interim CEO/Harbormaster is a party, witness or advisor to the District. Such expense payments shall continue beyond Interim CEO/Harbormaster's employment with the District as long as litigation is pending. Post-employment, District agrees to pay Interim

CEO/Harbormaster for reasonable consulting fees, travel expenses and other costs, when Interim CEO/Harbormaster serves as a witness, advisor or consultant to District regarding pending litigation.

12. General Provisions.

12.1 This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or written agreements on the subject matter hereof, which may have been entered into between the Parties.

12.2 No modification or revision to this Agreement shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

12.3 Each Party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either Party.

12.4 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

12.5 Neither this Agreement, nor any right, privilege or obligation of Interim CEO/Harbormaster herein shall be assigned or transferred by him without the prior written consent of the Board. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Board, be null and void and may be considered a material breach of this Agreement.

12.6 This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be in Del Norte County.

12.7 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit or against the Party responsible for any particular language in this Agreement.

12.8 Interim CEO/Harbormaster acknowledges that he has had an opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

12.9 This Agreement may be executed in several counterparts and all documents so executed shall constitute one agreement, binding on all of the parties

hereto, notwithstanding that all of the parties did not sign the original or the same counterparts.

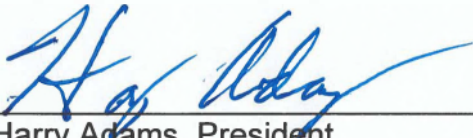
IN WITNESS WHEREOF, the Parties have executed this Interim CEO/Harbormaster Employment Agreement on the 1st day of October, 2024.

EMPLOYEE / INTERIM CEO/HARBORMASTER



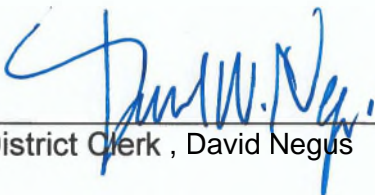
Mike Rademaker, Interim CEO/Harbormaster

CRESCENT CITY HARBOR DISTRICT



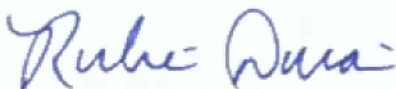
Harry Adams, President

ATTEST:



District Clerk, David Negus

APPROVED AS TO FORM:



Ruben Duran, General Counsel



4. Action Items

- b. Consider and Appoint a Maintenance Ad Hoc Committee.**

Public Comment?



4. Action Items

- c. Set a Date and Time for an Ordinance Review Workshop.**

Public Comment?



5. Information Items

a. Fireworks Regulation Update

Public Comment?



Staff Report

To: Crescent City Harbor District Board of Harbor Commissioners

Date: March 26, 2025

Subject: Update on Fireworks Enforcement and Coordination with Del Norte County and State Agencies

Background:

At the March 12, 2025, Board of Harbor Commissioners meeting, the Board considered and adopted Resolution No. 2025-05, authorizing the CEO/Harbormaster to negotiate and execute a Memorandum of Understanding (MOU) with Del Norte County to allow the County to enforce its fireworks ordinance (Del Norte County Ordinance 7.100.100) within the Harbor District. This decision was based on concerns raised at prior meetings regarding the Harbor District's limited capacity to independently enforce a fireworks ordinance. Issues included staffing constraints, the risks of confronting intoxicated individuals, and the administrative burden of managing citations and appeals. It was believed that County enforcement would offer a more practical solution by utilizing trained law enforcement personnel.

Update on Enforcement Strategy and Sheriff's Recommendation

Since the March 12 meeting, Harbor District staff have conducted further consultations with Del Norte County Sheriff Garrett Scott. As a result of those discussions, Sheriff Scott has advised against implementing the previously contemplated MOU for enforcement of the County's fireworks ordinance within the Harbor District this year.

Instead, Sheriff Scott recommends a strategic shift in enforcement focus: rather than enforcing a County ordinance within the Harbor District or adopting a parallel Harbor-specific ordinance, the Sheriff's Office will prioritize enforcement of existing state laws related to fireworks — particularly the use of dangerous and illegal aerial fireworks — which are already prohibited under the California Health and Safety Code.

To support this revised enforcement strategy, Sheriff Scott has secured additional interagency resources:

- **CAL FIRE Law Enforcement Officers**, who are designated Peace Officers under California Penal Code § 830.2(g), will assist with on-the-ground enforcement. These officers have full authority to investigate and cite individuals for violations of state fire and fireworks laws, including arson, unlawful burning, and use or possession of prohibited fireworks. They are armed, trained, and capable of conducting arrests and seizures where necessary.
- **Deputy State Fire Marshals** — operating under CAL FIRE's Office of the State Fire Marshal (OSFM) — will also be involved. These officers specialize in fire code enforcement and have jurisdiction to regulate and enforce laws surrounding both "Safe and Sane" and "Dangerous" fireworks. They are routinely deployed in high-risk areas during peak fire seasons and during holidays like the Fourth of July.
- In addition, the **California Highway Patrol (CHP)** will increase its patrol presence around the Harbor District and along Highway 101 during the holiday period. This will help manage traffic congestion and offer a visible deterrent to unlawful fireworks activity in adjacent areas.

Sheriff Scott has expressed confidence that this multi-agency approach will be more effective and less burdensome than relying on a local ordinance enforced through administrative citations. Notably, the County will face significant startup costs this year to implement its ordinance, including expenses associated with hiring qualified hearing officers — potentially retired judges — and conducting administrative hearings. By emphasizing enforcement of existing state laws with support from state-level fire agencies, the County can reduce costs and streamline operations, while achieving a comparable or greater level of public safety.

Recommendation

Based on Sheriff Scott's updated guidance and the current limitations of the County's administrative enforcement program, staff recommends that the Board of Harbor Commissioners defer execution of an MOU with the County for fireworks enforcement within the Harbor District for the 2025 season, and revisit the matter in 2026, once the County has had an opportunity to fully assess the implementation and effectiveness of its own fireworks ordinance. The Harbor should instead coordinate with the County Sheriff's Office, CAL FIRE, the State Fire Marshal, and CHP to focus on state law enforcement and public education strategies.

A major component of this revised approach will be a proactive public education campaign. Staff will work with law enforcement and fire prevention agencies to distribute clear, accessible information about which fireworks are illegal under state law, the risks of fire and injury, and the potential legal consequences of violating fireworks regulations. This campaign may include signage throughout the Harbor, printed materials distributed with parking passes, social media messaging, and direct outreach to tenants and visitors in advance of the holiday. The goal is to build awareness, reduce unintentional violations, and promote voluntary compliance — especially given the known safety risks to commercial fishing vessels and waterfront infrastructure.

This approach will enable the Harbor to focus on implementing parking access controls, and support enhanced public safety through collaborative efforts — all while avoiding costly and uncertain administrative processes. Staff will continue to work with enforcement partners and provide public outreach to ensure that expectations are clearly communicated to the community well in advance of the holiday.



5. Information Items

- b. Consider Implementing a Computerized Maintenance Management System (CMMS).**

Public Comment?



Staff Report

To: Crescent City Harbor District Board of Harbor Commissioners

Date: March 26, 2025

Subject: Evaluation of Implementing a Computerized Maintenance Management System (CMMS): Recommendation for UpKeep

Background:

This report evaluates the benefits and drawbacks of implementing a Computerized Maintenance Management System (CMMS) for the Crescent City Harbor District (CCHD) and provides a preliminary recommendation to adopt the UpKeep CMMS platform to streamline maintenance operations, improve asset management, and support long-term operational efficiency.

CCHD staff currently manage maintenance operations through a combination of paper-based logs, text messages, in-person updates, and ad hoc spreadsheets. This system lacks standardization, historical tracking, and fails to provide real-time visibility into the status of work orders or asset conditions. These inefficiencies have led to challenges in preventive maintenance, tracking recurring issues, and assigning or verifying work completion.

After reviewing multiple CMMS options, including Fiix, Maintenance Connection, and eMaint, UpKeep has emerged as the most suitable platform for the District's operational scale, staff needs, and cost constraints.

What is UpKeep?

UpKeep is a cloud-based CMMS platform designed for mobile-first, field-based teams. It allows maintenance personnel to manage work orders, track assets, schedule preventive maintenance, document repairs, and generate reports directly from their mobile phones or desktop devices.

Key features of UpKeep include:

- **Work Order Management:** Submit, assign, and close out work orders in real time.
- **Preventive Maintenance Scheduling:** Automate recurring tasks to reduce breakdowns.
- **Asset and Inventory Tracking:** Maintain detailed logs of all harbor equipment and infrastructure.
- **Mobile Access:** Technicians can receive updates and log activity from their phones while in the field.
- **Photo and File Attachments:** Include images, inspection reports, or manuals with each task.
- **Reporting & Dashboard Tools:** Track productivity, maintenance costs, and asset performance.
- **User-Friendly Interface:** Designed with simplicity and ease of onboarding in mind.

Cost

The most appropriate plan for CCHD is the **Starter Business Plan**, priced at **\$45 per user per month**.

For the current maintenance team of **four staff members**, the annual cost is:

- $\$45/\text{user}/\text{month} \times 4 \text{ users} \times 12 \text{ months} = \mathbf{\$2,160 \text{ per year}}$

Higher-tier plans offer advanced features (like integrations with enterprise systems and additional analytics), but are not required at this stage and would increase the cost significantly without matching our current operational needs.

Advantages of Implementing UpKeep

1. **Improved Efficiency:** Staff can view assigned tasks, mark jobs complete, and attach notes/photos in real time, reducing delays and miscommunication.
2. **Preventive Maintenance:** Scheduled reminders help avoid costly emergency repairs and extend asset life.

3. **Accountability and Recordkeeping:** All maintenance activities are logged, creating an auditable history of work performed and materials used.
4. **Remote Management:** Supervisors can monitor progress, prioritize tasks, and reassign work even when offsite.
5. **Data-Driven Decisions:** Reports and dashboards enable staff to identify maintenance trends, recurring issues, and justify capital improvements.
6. **Mobile Usability:** The app is optimized for use in the field, making adoption easy for crew members without extensive training.
7. **Scalability:** The platform can expand with the Harbor's needs, accommodating additional users or features in the future.

Disadvantages / Considerations

1. **Ongoing Cost:** While relatively affordable, the subscription requires an annual commitment and increases with additional users.
2. **User Training and Buy-In:** There will be a learning curve as staff transition from informal systems to a digital workflow. Initial onboarding and ongoing training will be necessary.
3. **Device Dependency:** Staff will need access to smartphones or tablets during work hours to maximize use of the app.
4. **Data Entry Discipline:** The value of the system depends on consistent and accurate input by all users. Partial adoption or inconsistent usage will limit its effectiveness.
5. **Internet Access:** While mobile-friendly, the system depends on adequate internet or cellular coverage in certain parts of the Harbor where connectivity may be spotty.

Recommendation

Staff recommends that the Board consider the implementation of the UpKeep CMMS platform under the Business Starter Plan at a cost of \$2,160 annually for four maintenance personnel. The benefits of increased accountability, preventative maintenance, and operational efficiency should outweigh the modest financial investment. Implementation would begin with a 30-day trial period (available through the vendor) followed by phased onboarding, training, and full deployment. Staff intends to gather further information about this implementation and bring a more comprehensive proposal to the Board if there is preliminary approval to move forward.



5. Information Items

c. Dredging Update

Public Comment?



Staff Report

To: Crescent City Harbor District Board of Harbor Commissioners

Date: March 26, 2025

Subject: **Update on Permitting Strategy for Maintenance Dredging and Nearshore Sediment Management**

Background:

Harbor District staff has continued its active coordination with representatives from the U.S. Army Corps of Engineers (USACE), the North Coast Regional Water Quality Control Board (RWQCB), the California Coastal Commission (CCC), the U.S. Environmental Protection Agency (EPA), and other relevant agencies in the development of a long-term permitting strategy to support an environmentally responsible and cost-effective maintenance dredging program. This work builds on the District's Nearshore Disposal Pilot Study and Sediment Management Plan and is now being aligned with the best practices and phased permitting approach outlined in the *Efficient Permitting Roadmap* prepared by the North-Central California Coastal Sediment Coordination Committee (NCCSCC), available at:

<https://noaa.hub.arcgis.com/documents/270065d3460549d78c05e6232f6c5014/about>.

As previously presented to the Board, the Crescent City Harbor District is pursuing a modern maintenance dredging strategy that emphasizes the beneficial reuse of dredged sediment — specifically, nearshore placement of clean material at Whaler Island. The strategy represents a shift away from

reliance on costly offshore disposal at the Humboldt Open Ocean Disposal Site (HOODS) and moves toward a regional sediment management approach consistent with federal and state guidance. The District's sediment, historically low in contaminants, has consistently met environmental quality standards, making it suitable for nearshore reuse and helping to reinforce coastal resilience.

The District's proposal seeks regulatory authorization to place all clean dredged material — regardless of sand content — at Whaler Island, consistent with case studies and regulatory precedents in Santa Cruz and San Francisco Bay. This includes fine-grained sediment (less than 80% sand), which was previously routed to offshore disposal, despite having no demonstrable negative impact when placed in controlled volumes. Research and modeling show that nearshore currents can effectively disperse such material, allowing it to contribute to sediment-starved beach systems and mitigate shoreline erosion.

Following the strategy outlined in the NCCSCC roadmap, the permitting process is being approached in structured phases. Phase I involved detailed project planning, sediment characterization, and regulatory outreach. In Phase II, the District is preparing formal permit applications, including a Regional General Permit (RGP) from USACE, a 401 Water Quality Certification from RWQCB, and a Coastal Development Permit from the CCC. Environmental review under CEQA and NEPA will also be initiated concurrently, with the appropriate lead agencies identified.

These efforts are further informed by the District's Pilot Study Proposal, which remains central to validating the approach. The pilot involves placing 1,000 cubic yards per day over ten consecutive days and conducting robust pre- and post-placement monitoring. Water samples, sediment grain size analysis, and modeling of sediment dispersion will be used to evaluate turbidity levels and sediment behavior. The results will guide future management decisions and regulatory approvals.

As documented in the District's Sediment Management Plan, dredged material volumes typically will include approximately 60,000 cubic yards from the federal channel every five years, with an estimated 16,500 cubic yards of fines. In addition, CCHD anticipates conducting its own annual maintenance dredging of approximately 10,000 cubic yards, translating to 4,500–5,000 cubic yards of fines per year. The plan proposes that up to 20,000 cubic yards of fine material be placed every four years, with no more than 1,000 cubic yards per day to allow for safe dispersion, pending confirmation of equipment production rates and environmental performance.

This updated permitting strategy also aligns with national beneficial reuse objectives as promoted by USACE and EPA. Regulatory agencies are increasingly supportive of such reuse strategies, particularly where sediment modeling, environmental monitoring, and adaptive management can be used to mitigate risks. The Santa Cruz Harbor District's successful disposal of fine-grained sediment into the nearshore environment over multiple demonstration projects remains a key example guiding CCHD's approach.

Environmental and recreational concerns have also been considered. While fine sediment can potentially impact filter-feeding marine life and increase turbidity, careful control of placement rates, use of hydraulic dredging, and rigorous monitoring will minimize these risks. Additionally, modeling conducted using the MIKE software suite by the Danish Hydraulic Institute will simulate current-driven sediment transport to optimize placement locations and timing.

Tribal engagement, cultural resource analysis, and environmental justice considerations are being incorporated into the planning and permitting process, consistent with both CEQA and NEPA requirements. The Harbor District will consult with tribal representatives and the State Historic Preservation Officer (SHPO), and has identified no current impediments to moving forward under current best practices.

Next Steps:

- Finalize permit applications and environmental documentation.
- Conduct the ten-day nearshore pilot study.
- Evaluate pilot study results and refine the sediment placement strategy.
- Continue engagement with agency partners via the CORESED forum to facilitate coordinated regulatory review.
- Prepare for public meetings and environmental review under CEQA/NEPA.

Recommendation:

Staff recommends that the Board of Harbor Commissioners continue to support this permitting strategy and nearshore placement approach as developed in collaboration with regulatory agencies. Staff will return with formal permit documents and environmental review findings for Board consideration following the pilot study, which is contingent upon securing approximately \$1 million in new grant funding.

6. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Wednesday, April 9, 2025**, at 2 p.m. PDT. The Crescent City Harbor District complies with the Americans with Disabilities Act. Upon request, this agenda will be made available in appropriate alternative formats to person with disabilities, as required by Section 12132 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132). Any person with a disability who requires modification in order to participate in a meeting should direct such request to (707) 464-6174 at least 48 hours before the meeting, if possible.*

