

# Board of Harbor Commissioners

## Crescent City Harbor District

March 12, 2025

Regular Harbor Commission Meeting



# Special 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 12, 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. 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**

### **b. 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?***

<b>Regular Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District</b>	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	January 7, 2025 2:00 p.m.



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

### MINUTES

**Regular Session, Tuesday, January 7, 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) Consent Calendar:**

**a. Approve Meeting Minutes of the November 19, 2024, Regular CCHD Board Meeting.** Commissioner Shepherd moved to approve the minutes. Vice Chair Nehmer seconded the motion.

ACTION TAKEN: MOTION PASSED

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

**3) New Business:**

**a. Consider and Vote to Approve Resolution 2025-01, Establishing an Invocation Prior to Each Board Meeting.** Commissioner Evans moved to approve the proposal for an invocation. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

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

**b. Consider and Vote to Approve Letter Calling for Legislative Action to Revitalize Northern California’s Commercial Fishing Industry.** Commissioner Shepherd moved to approve the letter. Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

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



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

**c. Consider and Vote to Approve Contract with Community System Solutions (CSS) and Corresponding Workshop Agenda.** Commissioner Schmidt moved to approve the contract with modifications: 1) that the attorney's fees clause be modified to require each party to bear their own legal costs in any litigation, and 2) that the mandatory arbitration clause be removed in its entirety. Vice Chair Nehmer seconded the motion.

**ACTION TAKEN: MOTION PASSED**

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

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

**d. Consider and Vote to Approve Concert Sponsored by the Redwood Parks Conservancy to be held on Saturday, June 28, 2025.** Commissioner Shepherd moved to approve the concert. Commissioner Schmidt seconded the motion.

**ACTION TAKEN: MOTION PASSED**

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

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

**4) Old Business:**

**a. Consider and Vote to Approve Guidelines for Public Forums.** Commissioner Schmidt moved to approve the guidelines with the request that the guidelines be posted publicly in a prominent location. Vice Chair Nehmer seconded the motion.

**ACTION TAKEN: MOTION PASSED**

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

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

**b. Consider and Vote to Approve Resolution 2025-02 Adopting New Bylaws of the CCHD Board.** The agenda item was continued to a future meeting.

**c. Assign Commissioners to Serve as Board Liaisons.**

**ACTION TAKEN:** The following liaisons were assigned:

AUDIT COMMITTEE: **Primary – Weber, Alternate - Nehmer**

CDFW COMMITTEE: **Primary – Nehmer, Alternate - Shepherd**

CHAMBER OF COMMERCE: **Primary – Shepherd, Alternate - Evans**  
CITY OF CRESCENT CITY: unassigned  
COORDINATION COMMITTEE: unassigned  
COUNTY OF DEL NORTE: **Primary – Evans, Alternate - Nehmer**  
DREDGING: **Primary – Shepherd, Alternate - unassigned**  
FEMA: **Primary – Weber, Alternate - unassigned**  
LAFCO: **Primary – Schmidt, Alternate - unassigned**  
LAST CHANCE GRADE: **Primary – Evans, Alternate – Nehmer**  
NORTH COAST RESOURCE PARTNERSHIP (NRCP): unassigned  
RESOURCE ADVISORY COMMITTEE (RAC): unassigned  
RESOURCE CONSERVATION & DEVELOPMENT COUNCIL: unassigned  
REDWOOD NATIONAL AND STATE PARKS: unassigned  
SISTER CITY/JAPAN: **Primary – Shepherd, Alternate - unassigned**  
SIX RIVERS NATIONAL FOREST & SMITH RIVER NATION RECREATION  
AREA: unassigned  
GRANTS COMMITTEE: unassigned  
HEALTHY WORKFORCE: unassigned  
CAPITAL IMPROVEMENT AND INFRASTRUCTURE: **Primary – Schmidt,**  
Alternate - unassigned  
ECONOMIC DEVELOPMENT: unassigned  
PARTNERSHIPS: unassigned

**5) Communications and Reports:**

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

**6. MEETING ADJOURNMENT**

<b>Special Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District</b>	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	February 7, 2025 2:00 p.m.



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

### MINUTES

***Special Session, Friday, February 7, 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) Harbor Commissioner & Committee Reports**

**3) Consent Calendar: Approve Meeting Minutes of the December 3, 2024 Regular CCHD Board Meeting.** Commissioner Shepherd moved to approve the minutes. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**4) Action Items**

**a. Consider and Vote to Approve Pilot Study to Evaluate Nearshore Disposal of Dredge Material.** Commissioner Shepherd moved to approve the study. Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**b. Consider and Vote to Approve Contract with NewBook for RV Park Booking System.** Commissioner Shepherd moved to approve the contract. Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

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

**c. Consider and Vote to Approve Community Feedback Questionnaire.**

Commissioner Shepherd moved to approve the questionnaire. Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

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

**5) Information Items**

**a. Consider Proposals from Fathom Seafood, Ocean Gold, and Pacific Dream to Operate Hoists, Ice Plant, and Ancillary Structures.** Commissioners Nehmer and Shepherd recused themselves from consideration of this agenda item.

**b. Consider CCHD Parcel Inventory and Discuss Revenue Generation Ideas.**

The agenda item was continued to a future meeting.

**6) Communications and Reports**

**a. CEO/Harbormaster Report**

**7) Adjourn to Closed Session**

(Commissioners Nehmer and Shepherd recused themselves from consideration of this agenda item)

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code section 54956.8

Property: Citizens Dock Hoist Areas 3 & 4, and Citizens Dock Ice Plant

Agency Negotiator: Mike Rademaker, CEO/Harbormaster

Negotiating Parties: Fathom Seafood, Ocean Gold, Pacific Dream

Under negotiation: Price and terms

**8) Resume Open Session and Provide Report from Closed Session**

CEO/Harbormaster Mike Rademaker reported that an agreement had been reached with Ocean Gold Seafoods Inc. to operate hoists #3 and #4 under the same terms as the prior lease with Global Seafoods, with a new two-year lease term. The base rent will be \$3,000 per hoist per month, with additional rent payable in accordance with the District's fee schedule for poundage. A material and essential condition of the hoist lease is the execution of a separate lease for the ice plant, which must be made operational within six months of the hoist lease's commencement. The ice plant lease will follow terms substantially similar to the previous lease with Pacific Choice Seafoods, including a monthly rent equal to 5% of gross receipts. Failure to open the ice plant within six months will constitute a default under both the ice plant and hoist

lease agreements. Additionally, any default under the ice plant lease will also be considered a default under the hoist lease.

Fathom Seafood requested the right of first refusal for the next available hoist lease agreement.

***9) Consider and Vote to Approve New Lease Agreement for Citizens Dock Hoist Areas 3 & 4, and Any Ancillary Structures.***

Commissioners Nehmer and Shepherd recused themselves from this agenda item. Commissioner Evans moved to approve the lease agreement terms with Ocean Gold Seafoods, Inc., as outlined by the CEO/Harbormaster during the public report on closed-session negotiations. The motion also granted Fathom Seafood the right of first refusal for the next available hoist lease agreement. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

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

**ABSENT:** NEHMER, SHEPHERD // **ABSTAIN:** NONE

***10) MEETING ADJOURNMENT***

<b>Regular Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District</b>	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	February 18, 2025 2:00 p.m.



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

### MINUTES

***Regular Session, Tuesday, February 18, 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) Invited Presenters**

**a. Grants Update from Community System Solutions.**

**3) Harbor Commission & Committee Reports**

**4) Staff Reports**

**5) Consent Calendar: Approve Meeting Minutes of the December 17, 2024 Special Meeting and the December 17, 2024 Regular Meeting.** Commissioner Shepherd moved to approve the minutes. Chair Weber seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**6) Action Items**

**a. Consider and Vote to Approve Draft Salmon Management Letter to the Pacific Fishery Management Council.**

Commissioner Shepherd moved to approve the letter. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**b. Consider and Vote to Approve Resolution 2025-04 Changing Regular Board Meeting Schedule.**

Commissioner Shepherd moved to approve the Resolution. Commissioner Schmidt seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**c. Consider and Vote to Approve Upgrade of Public Wi-Fi Network.**

No action taken.

**6) Information Items**

**a. Consider Draft Fireworks Ordinance.**

**7) MEETING ADJOURNMENT**

<b>Special Meeting Minutes of the Board of Harbor Commissioners of the Crescent City Harbor District</b>	
Harbor District Office, 101 Citizens Dock Road Crescent City, CA 95531	February 26, 2025 3:00 p.m.



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

### MINUTES

***Special Session, Wednesday, February 26, 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**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

**3) Resume Open Session at 3:30 PM, and Provide Report from Closed Session.** The Board reported on negotiations with the Crescent City Elks Lodge regarding the RV Park Referral Agreement. Both parties reached an agreement on all contractual terms as outlined in the board packet, except for Section 3 ("Commission Structure and Payment Terms"). Instead of a commission-based referral system, they agreed to a flat 20% discount for Elks members. In exchange for this discount, the Elks Lodge committed to actively advertising and promoting Redwood Harbor Village RV Park to increase bookings. Additionally, the Elks Lodge agreed to recruit an RV Park Host who would serve on a volunteer basis in exchange for free rent.

The Board will monitor the effectiveness of this arrangement, and if it does not prove to be mutually beneficial, either party may terminate the agreement with 30 days' notice. The nightly space rate structure throughout the year will be determined collaboratively by the executives of both parties on mutually agreeable terms.

**4) Consider and Vote to Approve Resolution 2025-05 Regarding a Standard RV Park Host License Agreement.** Commissioner Shepherd moved to approve Resolution 2025-05 Regarding a Standard RV Park Host License Agreement. Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

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



**5) Consider and Vote to Approve Resolution 2025-06 Regarding a Standard RV Park Referral Booking Agreement.** Commissioner Schmidt moved to approve Resolution 2025-06 Regarding a Standard RV Park Referral Booking Agreement. Commissioner Shepherd seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**6) Consider and Vote to Approve Proposal for Vision and Planning Services from TCA Architects.** Commissioner Evans moved to approve the Proposal for Vision and Planning Services from TCA Architects. Commissioner Shepherd seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**7) Consider and Vote to Select Preferred Design for Kamome Small Boat Art Exhibit.** Commissioner Schmidt moved to approve option three. Commissioner Evans seconded the motion.

ACTION TAKEN: MOTION PASSED

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

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

**8) MEETING ADJOURNMENT**



#### **4. Action Items**

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

***Public Comment?***



## Staff Report

**To:** Crescent City Harbor District Board of Harbor Commissioners

**Date:** March 7, 2025

**Subject:** **Follow-up on Fireworks Ordinance and Proposed MOU with Del Norte County**

### **Background:**

At the February 14, 2025, Board of Harbor Commissioners meeting, the Board considered a draft ordinance that would regulate the possession, sale, use, storage, and display of fireworks within the Crescent City Harbor District. This ordinance, modeled after the State Fire Marshal's recommendations, was intended to enhance public safety, prevent property damage, and establish clear enforcement mechanisms. However, following deliberation and public comment, the Board decided to reject the proposed ordinance.

A key concern expressed by several Board members and members of the public was the Harbor District's ability to administer and enforce such a regulation effectively. Concern was raised regarding the Harbor's available resources and training necessary for enforcement, particularly given that citing individuals who may be intoxicated could elevate the risk of physical altercations. Additionally, concerns were voiced about the administrative burden of conducting hearings for violators and managing an appeals process.

Following these discussions, the Board reached a consensus that it would be preferable for the County of Del Norte to enforce its own fireworks ordinance,

which has provisions virtually identical to those in the proposed Harbor ordinance. The key modification under consideration is the complete prohibition of all fireworks within designated areas of the Harbor District, consistent with the restrictions imposed by the County on fireworks within county parks, which are more stringent than the restrictions throughout the County in general.

### **Proposed Fireworks Ban Areas and Legal Considerations:**

At the February 14 meeting, one proposal discussed was a complete ban on all fireworks, including "Safe and Sane" fireworks, within the inner boat basin area, as defined in the attached map. The remainder of the Harbor District would continue to fall under existing state law restrictions. Under California law, aerial fireworks and other dangerous fireworks are prohibited, except when used by licensed pyrotechnic professionals. Staff, including the Harbor's General Counsel, have reviewed California fireworks laws and confirmed that while "Safe and Sane" fireworks are permitted under state law, local jurisdictions have the authority to impose stricter regulations, including complete bans in designated areas.

### **Upcoming Board Consideration:**

At the upcoming March 12, 2025, meeting, the Board will discuss and determine which, if any, areas of the Harbor District should be subject to a complete fireworks ban. The County of Del Norte has implemented a full prohibition on fireworks in county parks, and the Board may choose to adopt a similar approach for specific areas within the Harbor District.

### **Coordination with Del Norte County:**

The Harbor District has met and conferred with Del Norte County Counsel regarding enforcement mechanisms. It is believed that an MOU between the Harbor District and the County can be established to allow for County officials — most likely Sheriff's deputies, probation officers, and potentially code enforcement officers — to enforce any such ban within the Harbor District. This arrangement would ensure that enforcement responsibilities are managed by trained personnel with the authority and resources necessary to handle citations safely. The County would also oversee the administrative process for holding hearings and processing appeals for any citations issued within the Harbor District.

**Resolution for Board Consideration:**

An accompanying resolution will be presented at the March 12 meeting authorizing the CEO/Harbormaster to enter into an MOU with the County of Del Norte, consistent with the Board's consensus on the matter. Some legal aspects regarding the County's enforcement of a fireworks ban within the Harbor District are still being researched by both the County Counsel and the Harbor District's General Counsel. It is possible that amendments to the Harbor District's ordinance code may be required to facilitate enforcement. If such amendments are necessary, they will be brought before the Board of Harbor Commissioners for consideration at a future meeting.

**Recommendation:**

Staff recommends that the Board of Harbor Commissioners review this report and provide direction regarding designated areas for a complete fireworks ban within the Harbor District. Staff further recommends that the Board consider adopting the accompanying resolution, which would authorize the CEO/Harbormaster to negotiate and enter into an MOU with Del Norte County for the enforcement of any such ban.

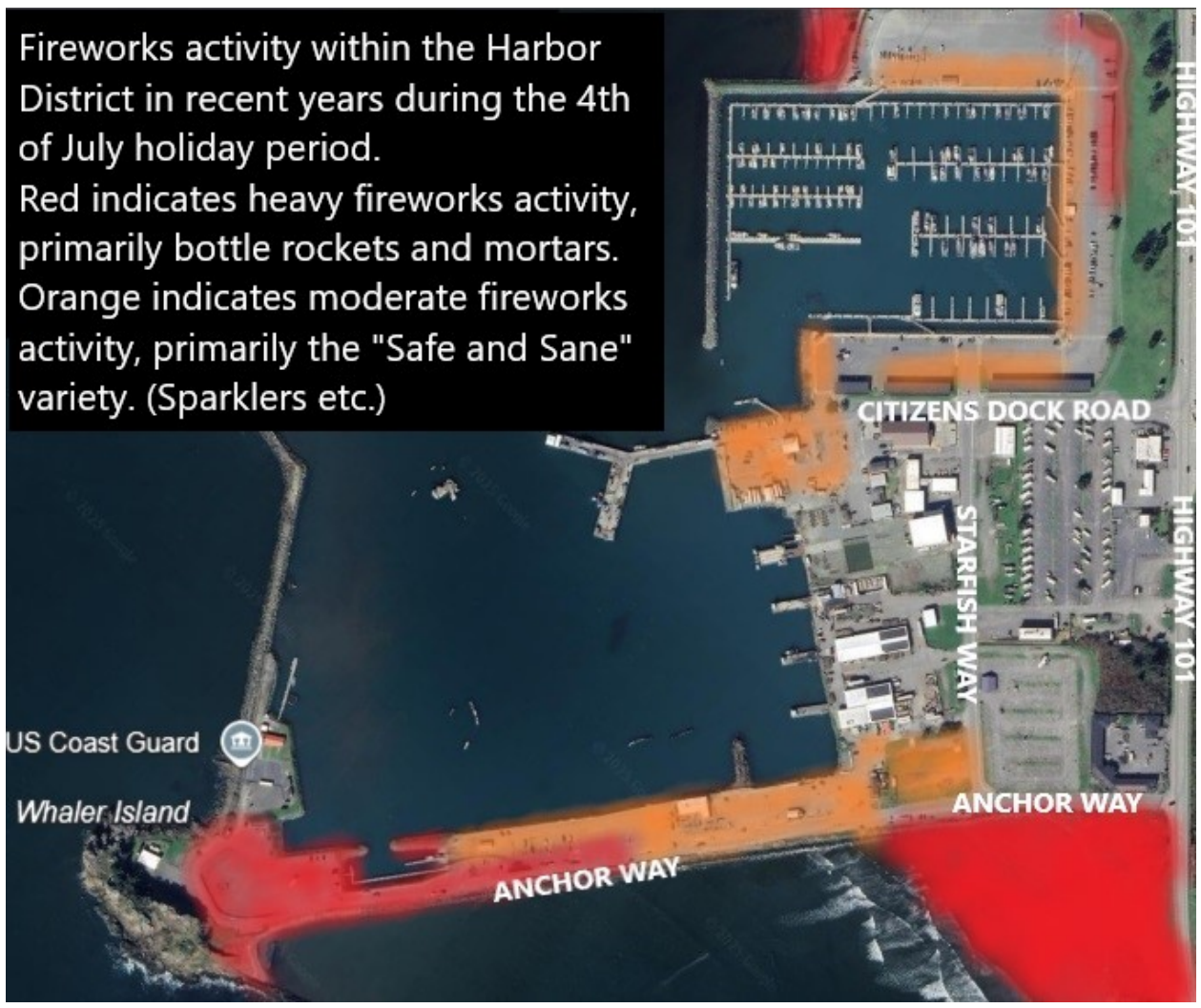
**Attachments:**

1. Map of Proposed Fireworks Ban Area(s)
2. Draft Resolution Authorizing MOU with Del Norte County



Proposed ban of all fireworks in the CCHD Inner Basin.

Fireworks activity within the Harbor District in recent years during the 4th of July holiday period. Red indicates heavy fireworks activity, primarily bottle rockets and mortars. Orange indicates moderate fireworks activity, primarily the "Safe and Sane" variety. (Sparklers etc.)





**RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS  
OF THE CRESCENT CITY HARBOR DISTRICT  
#2025-05**

**AUTHORIZING THE CEO/HARBORMASTER TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING WITH THE COUNTY  
OF DEL NORTE FOR THE ENFORCEMENT OF THE DEL  
NORTE COUNTY FIREWORKS ORDINANCE WITHIN THE  
JURISDICTION OF THE HARBOR DISTRICT**

WHEREAS, the Crescent City Harbor District ("District") is responsible for the health, safety, and welfare of individuals within its jurisdiction and is committed to mitigating fire hazards and public safety risks associated with fireworks; and

WHEREAS, the Del Norte County Board of Supervisors has adopted Del Norte County Ordinance 7.100.100, known as the "Del Norte County Fireworks Ordinance," which regulates the possession, use, storage, sale, and display of fireworks within the County's jurisdiction; and

WHEREAS, under Del Norte County Ordinance 7.100.110, the County has established the authority to impose administrative fines and enforce fireworks regulations to protect public safety and property; and

WHEREAS, the Crescent City Harbor District Board of Harbor Commissioners has determined that rather than independently enforcing a separate fireworks ordinance, it would be more effective to allow Del Norte County to enforce its own ordinance within the Harbor District's jurisdiction; and



WHEREAS, the Board of Harbor Commissioners has further determined that certain areas within the Harbor District, as designated on the attached map, shall be subject to a complete ban on all fireworks, including "Safe and Sane" fireworks, consistent with restrictions placed on County parks by Del Norte County; and

WHEREAS, enforcement of such a ban within the designated areas of the Harbor District will be carried out by authorized County officials, including but not limited to Sheriff's deputies, probation officers, and code enforcement officers, who shall have the authority to issue administrative citations for violations; and

WHEREAS, the administrative hearings and appeals processes for citations issued within the Harbor District will be handled by Del Norte County in accordance with the procedures set forth in Ordinance 7.100.110; and

WHEREAS, the District and the County will enter into a Memorandum of Understanding ("MOU") that will provide for the terms of enforcement, citation processing, and revenue sharing, allowing the Harbor District to retain a portion of the proceeds from administrative fines, under terms mutually agreed upon by both parties; and

WHEREAS, the legal and procedural aspects of this enforcement arrangement are still under review by the County Counsel and Harbor District General Counsel, and any necessary amendments to the Harbor District's ordinance code will be presented to the Board of Harbor Commissioners for consideration at a future meeting if required;

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

1. The Board of Harbor Commissioners hereby authorizes the CEO/Harbormaster to negotiate and execute a Memorandum of Understanding with the County of Del Norte to allow for the enforcement of Del Norte County Ordinance 7.100.100 within the Crescent City Harbor District.
2. The designated areas within the Harbor District, as identified on the attached map, shall be subject to a complete ban on all fireworks, including "Safe and Sane" fireworks.

3. Authorized County officials, including Sheriff's deputies, probation officers, and code enforcement officers, shall be responsible for enforcing this ban within the Harbor District, including issuing administrative citations as necessary.
4. The County of Del Norte shall handle all administrative hearings and appeals for citations issued within the Harbor District pursuant to Del Norte County Ordinance 7.100.110.
5. The Harbor District shall retain a portion of the proceeds from administrative fines, as negotiated in the MOU between the District and the County.
6. The CEO/Harbormaster is further authorized to work with the County Counsel and Harbor District General Counsel to address any legal or procedural requirements necessary to implement this enforcement arrangement, including potential amendments to the Harbor District's ordinance code, which will be brought before the Board for approval if needed.

PASSED, APPROVED AND ADOPTED by the Board of Harbor Commissioners of the Crescent City Harbor District at a duly noticed meeting held on the 12th day of March, by the following vote:

AYES: Commissioners \_\_\_\_\_

NOES: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

ABSTAINED: Commissioners \_\_\_\_\_

**AFFIRMED:**

\_\_\_\_\_ Gerhard Weber, Chair of the Board

**ATTESTED:**

\_\_\_\_\_ Annie Nehmer, Vice Chair of the Board



#### **4. Action Items**

- 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.**

***Public Comment?***



**March 12, 2024**

**To: Crescent City Harbor District Board of Commissioners**

**From: Mike Bahr, CEO, Community System Solutions**

**Agenda Item: Discuss and approve changes in the scope of work to the Agreement between Community System Solutions and the Crescent City Harbor District.**

Board Members,

Community System Solutions is requesting a change in our scope of work to the Agreement between Community System Solutions and the Crescent City Harbor District. We would like to add grant writing to our scope of work.

Our current agreement is funded by the Hazard Mitigation Grant and grant writing is an approved use of those funds.

There would be NO CHANGE to the total funding amount of the agreement to add this scope of work.

A grant opportunity has arisen that fits the Harbor's needs very well: The California Regional Investment Initiative (RII) Implementation Phase Request for Proposal. Often referred to as Redwood Region Rise process or California Jobs First funding. This is a state grant process done on a regional level.

We suggest applying for funding for 1) the shortfall in the seawall construction project caused by the change in seismic regulations and 2) the commercial fishing boat haul out pier and dredging.

The Harbor could apply for \$3 million – to \$5 million in this grant round.

The grant time period is as follows:

- Notice of Intent Due: March 26, 2025
- Pre-Application Due: April 23, 2025
- Full Application Due: May 28, 2025

If funded, construction would be in summer/fall 2026.

We have discussed the opportunity with Harbor CEO Mike Rademaker, and we suggest adding the following language to the Scope of Work to amend the existing agreement:

"9. Prepare, write and submit one or two grant applications applying for funds for Harbor District priority projects. One application is the California Regional Investment Initiative (RII) Implementation Phase Request for Proposal (RFP), due May 28, 2025. The other application is for the FEMA Hazard Mitigation Assistance Grant, if the application process is open during the term of this agreement."

Since we would be committing time to writing the grant or even two grants, CSS would do less work under the following existing scope of work items:

6. Create and release RFPs for consultants and engineers for HMGP projects working with CCHD staff.

7. Review and score RFP responses.

After reviewing the current projects and meeting with Moffat and Nichol, CREDE, TCA and discussions with SHN, CSS and the Harbor CEO believe there may be fewer RFPs issued than anticipated.

We appreciate the Board's time and will be at the March 12, 2024 meeting to answer any questions you may have.

Thank you,

Mike Bahr, CEO

**Attached Documents:**

Revised Scope of Work A, with the added section highlighted in yellow

HMGP Award Package, with the "Scope of Work" and "complete grant applications," highlighted.

## **EXHIBIT 'A'**

### **SCOPE OF SERVICES**

#### **Consultant will complete the following tasks:**

1. Plan and hold CCHD Board Workshop – tour all harbor facilities, discuss each site, discuss planning/development status and potential opportunities at each site.
  - a. Those involved in the workshop would include CCHD Management Team, Moffatt& Nichol, CREDE, CSS and other experts as needed.
  - b. An alternative to the Workshop is a Board Study Session to review these items.
2. CCHD Board prioritizes projects to create a Priority Project List.
3. Identify which Priority Projects HMGP funds can be used to develop.
4. CCHD host an Industry Day – Marine Construction Companies and other Maritime companies visit the Harbor to see the opportunity.
  - a. Present to them Citizens' Dock, Seawall and the Priority Project List.
  - b. Gather any thoughts about pricing and construction methods they have on all the projects and planning items for us to incorporate into RFPs.
  - c. An alternative to this is to reach out to them individually to discuss these items.
5. Identify the scope of work elements of the HMGP priority projects, including deliverables, tasks, and timeline.
  - a. Work with M&N to ensure funds are available for any additional NEPA/CEQA tasks for Seawall and Citizens' Dock.
  - b. Work with CREDE to price out any other needs they have for the work they are currently doing.
  - c. Identify which projects/project elements we can bundle together to save time and money.
  - d. Ensure the designs of the projects provide the key information needed for future construction grant applications.
  - e. Ensure the design of the projects include the opportunity to act as match for other grants received by CCHD.
6. Create and release RFPs for consultants and engineers for HMGP projects working with CCHD staff.
7. Review and score RFP responses.
8. Make award recommendations to CCHD. CCHD will prepare contracts.
9. Prepare, write and submit one or two grant applications applying for funds for Harbor District priority projects. One application is the California Regional Investment Initiative (RII) Implementation Phase Request for Proposal (RFP), due May 28, 2025. The other application is for the FEMA Hazard Mitigation Assistance Grant, if the application process is opened during the term of this agreement.
10. Prepare a HMGP budget revision and report to CalOES to fund award recommendations. Budget Revision will be submitted by CCHD.



**FEMA**

October 16, 2023

Nancy Ward, Director  
Governor's Authorized Representative  
California Governor's Office of Emergency Services  
3650 Schriever Avenue  
Mather, California 95655

Reference: Application Approval, HMGP DR-4482-641-65R  
Crescent City Harbor District  
Tsunami and Sea Level Rise – Advance Assistance  
FIPS Code: 015-U53EE, Supplement 22

Dear Nancy Ward:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the Crescent City Harbor District (Sub-recipient), DR-4482-641-65R, Tsunami and Sea Level Rise – Advance Assistance project.

The total project cost is \$1,500,000.00. As shown in the enclosed Obligation Report - Supplement 22, we are, obligating \$1,350,000.00 for the 90 percent Federal share; the 10 percent non-Federal share is \$150,000.00. We are obligating \$37,500.00 for the 100% Federal share Subrecipient Management Costs. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

<b>Funding Type:</b>	<b>Federal Share:</b>	<b>Non-Federal Share:</b>	<b>Total Project Cost:</b>
Supplement 22	\$1,350,000.00	\$150,000.00	\$1,500,000.00
Management Costs	\$37,500.00	\$0	\$37,500.00

This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – This project will include the development of mitigation strategies and obtaining data to prioritize, select, and develop mitigation projects and **complete grant applications** or construction funding of future harbor infrastructure improvements. Advanced Assistance activities will include evaluating existing conditions and studies, conducting field work if necessary, conducting planning studies, completing an alternatives analysis, completing 60% design for the preferred alternative, fulfilling California Environmental Quality Act for the preferred alternative, and completing a shovel ready FEMA Hazard Mitigation Assistance grant application to implement the preferred alternative.



- 2. Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the activity completion date is October 16, 2026. Please inform the sub-recipient that work completed after this date is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.
- 3. Project Closeout** – Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.
- 4. Record of Environmental Considerations (REC)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions A4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and A7 (the commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- 5. Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Jared Peri, Hazard Mitigation Specialist, by email [jared.peri@fema.dhs.gov](mailto:jared.peri@fema.dhs.gov), or phone (202) 374-4957.

Sincerely,

**KATHRYN J LIPIECKI**

Digitally signed by KATHRYN J  
LIPIECKI  
Date: 2023.10.18 13:49:00 -07'00'

Kathryn Lipiecki  
Director, Mitigation Division  
FEMA Region 9

Enclosures (3):

Obligation Report – Supplement 22  
Record of Environmental Considerations (REC)  
Standard Mitigation Grant (HMGP) Conditions

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CRESCENT CITY HARBOR DISTRICT  
AND  
COMMUNITY SYSTEM SOLUTIONS**

This Agreement for Professional Services (“Agreement”) is made and entered into this 23rd day of December, 2024, and amended March 12, 2025 by and between the Crescent City District Harbor District, a special district organized pursuant to the California Harbors and Navigation Code (“District”) and Community System Solutions, a California Public Benefit Corporation (“Consultant”). District and Consultant are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**RECITALS**

District is in need of professional services for grant management services (“the Project”).

Consultant has the necessary qualifications to provide such services for the Project.

Consultant has successfully written \$21 million in grant applications for the CCHD that have been awarded funding by state and federal agencies in 2022, 2023 and 2024.

The Parties desire to establish the terms for the District to retain the Consultant in order to provide the services described herein.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**Services**

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit ‘A’ and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit ‘A’ that is inconsistent herewith.

**Compensation**

Subject to paragraphs 2(b) - (d) below, District shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit ‘B’ attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in Exhibit ‘B’ that is inconsistent herewith.

In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of Forty-Seven Thousand, Five Hundred Dollars (\$47,500). This Agreement is subject to and contingent on budgetary appropriations being approved by the District’s Board of Harbor

Commissioners for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the District.

Each month Consultant shall furnish District with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. District shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

### **Term of Agreement and Time of Performance**

Consultant shall perform its services hereunder in a prompt and timely manner. Consultant is prepared to start work immediately. Work shall commence upon authorization from the District. The term of this Agreement shall be for a period of twelve (12) months from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or when the services are complete. Such term may be extended upon written agreement of both District and Consultant.

### **Additional Work**

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the District, a change in the scope of the work shall be processed by the District in the following manner: (1) a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement shall be prepared by the District and executed by both parties before performance of such services or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

### **Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

### **Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of District, and will be turned over to District upon demand, but in any event upon completion of the work. District reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

### **Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of District.

### **Conflict of Interest**

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

### **Delays in Performance**

Neither the District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### **Compliance with Law**

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to District, Consultant shall be responsible for indemnifying and holding the District harmless as provided in this Agreement.

Consultant shall assist the District, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

### **Standard of Care**

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

### **Assignment and Subconsultants**

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

### **Independent Consultant**

Consultant is retained as an independent Consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the District as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to District employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

### **Integration**

This Agreement represents the entire understanding of the District and Consultant as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

### **Insurance**

#### **Commercial General Liability**

The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage  
(Occurrence Form CG 0001)

Commercial General Liability Insurance must include coverage for the following:

Bodily Injury (including death) and Property Damage

Personal Injury/Advertising Injury

Premises/Operations Liability

Products/Completed Operations Liability

Aggregate Limits that Apply per Project

Contractual Liability with respect to this Agreement

Broad Form Property Damage

Independent Consultants Coverage

Sexual Misconduct Coverage, with no applicable sublimit

All such policies shall name the Crescent City Harbor District, its Board of Harbor Commissioners and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.

The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District. All deductibles and self-insured retentions must be declared to the District prior to commencing work under this Agreement.

Minimum Policy Limits Required

The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury (including death), personal injury and property damage

If Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Evidence of Insurance Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

### Policy Provisions Required

The Crescent City Harbor District, its Board of Harbor Commissioners and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subconsultant or similar entity performing work on the Project must add the District as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at District's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the District. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the District's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the District may be waived upon the Consultant's agreement that it shall provide the District with copies of any notices of cancellation immediately upon receipt.

General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the District or any named additional insureds shall not be called upon to contribute to any loss.

### Qualifying Insurers

All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the District reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

### Additional Insurance Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to



this Agreement, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the District may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.

The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

Neither the District, nor its District Board, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.

## **Indemnification**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel approved by the District) and hold harmless the Crescent City Harbor District and its officers, employees and elected and appointed officials, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance.

## **Confidentiality**

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

## **Laws, Venue, and Attorneys' Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in in the County of Del Norte, State of California or if in federal court, the U.S. District Court for the Northern District of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court. In the case of third-party litigation, all parties shall bear their one attorney costs. Neither party will agree to binding arbitration to resolve legal action.

## **Termination or Abandonment**

District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to District.

If either Consultant or District fails to perform any material obligation under this Agreement, then, in addition to any other remedies, District or Consultant may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement, all property belonging to District which is in Consultant's possession shall be returned to District. Consultant shall furnish District with a final invoice for work performed by Consultant. District shall have no obligation to pay Consultant for work performed after termination of this Agreement.

## **Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

DISTRICT  
Name: Mike Rademaker  
Title: Harbormaster  
Crescent City Harbor District  
101 Citizens Dock Road  
Crescent City, CA 95531

CONSULTANT:  
Attn: Community System Solutions  
Title: Consultant  
Attn: Mike Bahr  
7806 Juarez Way  
Fair Oaks, CA 95628

### **Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

### **Severability and Waiver**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

### **Non-discrimination**

Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under this Agreement.

SIGNITURES NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CRESCENT CITY HARBOR  
DISTRICT:

Community System Solutions



By: \_\_\_\_\_  
Gerhard Weber, Chair of the Board

By: \_\_\_\_\_  
Mike Bahr, Board President

Attest: \_\_\_\_\_  
Annie Nehmer, Vice Chair of the Board

\_\_\_\_\_  
Mike Rademaker, CEO/Harbormaster

## **EXHIBIT 'A'**

### **SCOPE OF SERVICES**

#### **Consultant will complete the following tasks:**

1. Plan and hold CCHD Board Workshop – tour all harbor facilities, discuss each site, discuss planning/development status and potential opportunities at each site.
  - a. Those involved in the workshop would include CCHD Management Team, Moffatt& Nichol, CREDE, CSS and other experts as needed.
  - b. An alternative to the Workshop is a Board Study Session to review these items.
2. CCHD Board prioritizes projects to create a Priority Project List.
3. Identify which Priority Projects HMGP funds can be used to develop.
4. CCHD host an Industry Day – Marine Construction Companies and other Maritime companies visit the Harbor to see the opportunity.
  - a. Present to them Citizens' Dock, Seawall and the Priority Project List.
  - b. Gather any thoughts about pricing and construction methods they have on all the projects and planning items for us to incorporate into RFPs.
  - c. An alternative to this is to reach out to them individually to discuss these items.
5. Identify the scope of work elements of the HMGP priority projects, including deliverables, tasks, and timeline.
  - a. Work with M&N to ensure funds are available for any additional NEPA/CEQA tasks for Seawall and Citizens' Dock.
  - b. Work with CREDE to price out any other needs they have for the work they are currently doing.
  - c. Identify which projects/project elements we can bundle together to save time and money.
  - d. Ensure the designs of the projects provide the key information needed for future construction grant applications.
  - e. Ensure the design of the projects include the opportunity to act as match for other grants received by CCHD.
6. Create and release RFPs for consultants and engineers for HMGP projects working with CCHD staff.
7. Review and score RFP responses.
8. Make award recommendations to CCHD. CCHD will prepare contracts.
9. Prepare, write and submit one or two grant applications applying for funds for Harbor District priority projects. One application is the California Regional Investment Initiative (RII) Implementation Phase Request for Proposal (RFP), due May 28, 2025. The other application is for the FEMA Hazard Mitigation Assistance Grant, if the application process is opened during the term of this agreement.
10. Prepare a HMGP budget revision and report to CalOES to fund award recommendations. Budget Revision will be submitted by CCHD.

**CSS Results / Deliverables**

- Review for CCHD Board of all current on-going projects; potential projects; tasks to get projects completed; permitting and regulatory requirements for projects.
- Priority Project List for harbor projects – can be used for planning grant, new grant applications and incorporated into 2025 CCHD strategic plan.
- Get Marine Construction Companies interested in working at CCHD. For ones that may not have had an interest, they may now be interested because all the work that will be done.
- Cost Estimates for each HMGP eligible project on Priority Project List.
- Scope of Work Elements of HMGP priority projects, including deliverables, tasks, and timeline.
- RFPS created for HMGP projects.
- Contracts awarded for HMGP projects. (Contracts prepared by CCHD).
- Revised HMGP Budget.

**EXHIBIT 'B'  
SCHEDULE OF CHARGES**

**Labor Category**

Project Lead  
Proposal Writer  
Office Support

**Fixed Hourly Rate (\$/hr)**

\$75 per hour  
\$75 per hour  
\$50 per hour



## **5. Information Items**

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

***Public Comment?***



## **Staff Report**

**To:** Crescent City Harbor District Board of Harbor Commissioners

**Date:** March 7, 2025

**Subject:** **Proposal to Alter Structure and Frequency of Board Meetings**

### **Background:**

Several Commissioners have proposed restructuring the Board of Harbor Commissioners' meeting schedule to increase the frequency of meetings to once per week. The proposed schedule would maintain Wednesday as the established meeting day, in alignment with the recent decision to adopt Wednesday as the designated day for Board meetings. However, some Commissioners have expressed an interest in adjusting the meeting time from the current 2:00 PM start to either 10:00 AM or 6:00 PM in order to enhance public participation.

### **Proposed Meeting Structure:**

Under the proposed schedule, the first two meetings of the month (held on the first and second Wednesdays) would be designated as special meetings. According to California Government Code § 54954.3(a), general public comments are not required to be allowed at special meetings. By dispensing with general public comments, these first two meetings could be more efficiently structured to focus on specific agenda items and discussions without the additional time commitment associated with public comment periods.



The proposed framework for these meetings is as follows:

- **First Wednesday – Executive and Staff Collaboration Meeting**
  - Purpose: To facilitate discussions between the executive staff, management staff, and either the full Board of Commissioners or standing/ad hoc committees.
  - The meeting would be open to the public, but no formal action would be taken, and no votes would occur. The meeting would be purely collaborative and discussion-based. Public comment would be limited in accordance with Gov. Code § 54954.3(a).
  
- **Second Wednesday – Board Workshop**
  - Purpose: A workshop-style meeting for the full Board to establish consensus on various policy matters and issues facing the Harbor District.
  - Executive staff would attend, but the discussion would primarily focus on achieving alignment among Commissioners.
  - No formal action or votes would take place at this meeting. Public comment would be limited in accordance with Gov. Code § 54954.3(a).
  
- **Third Wednesday – Regular Board Meeting for Draft Action Items and Public Review**
  - Purpose: To present proposed action items in draft or near-final form for public review and feedback.
  - Full public participation would be permitted under standard open meeting rules.
  - The Board Chairperson would preside over this meeting.
  
- **Fourth Wednesday – Regular Board Meeting and Voting on Action Items**
  - Purpose: To finalize and vote on action items that have undergone review in previous meetings.
  - Full public participation would be permitted under standard open meeting rules.
  - The Board Chairperson would preside over this meeting.

### **Public Participation Considerations:**

California Government Code § 54954.3(a) requires that every agenda for regular meetings provide an opportunity for public comment on items within the jurisdiction of the legislative body. However, this requirement does not extend to special meetings, where public comment is only required on agenda items

included in the meeting notice. Furthermore, when an agenda item has already been considered by a committee composed exclusively of members of the legislative body, and public comment was received at that committee meeting, the Board is not required to allow additional public comment on the same item unless it has been substantially changed since the committee's consideration. This provision is intended to streamline meetings and improve time efficiency by preventing repetitive public comment on matters that have already been addressed in committee discussions.

### **Facilitation and Meeting Leadership:**

One proposal under consideration is to rotate the facilitation of the first two special meetings among Commissioners, while maintaining the standard practice of the Board Chairperson presiding over the last two regular board meetings of the month.

### **Potential Cost and Administrative Burden:**

If the Board elects to shift meetings to an evening schedule (e.g., 6:00 PM), there would be increased costs associated with staffing, including overtime or additional personnel hours required for administrative and support staff. Additionally, increasing the number of board meetings from two to four per month would result in a greater administrative burden in terms of agenda preparation, public notice requirements, and coordination efforts.

Commissioners would also need to consider the personal time commitment required for an expanded meeting schedule. A weekly meeting structure would increase the demand on Commissioners' schedules and may impact their ability to participate in external engagements, professional responsibilities, and other commitments.

### **Recommendation:**

Staff recommends that the Board review this proposal and consider the potential benefits and challenges associated with increasing the frequency of meetings. The Board may wish to deliberate on the feasibility of this structure, potential adjustments to meeting times, and the impact on staff and Commissioners before making a final decision. Staff also recommends that if a weekly meeting schedule is adopted, it include flexibility to accommodate urgent action items, allowing them to be considered and voted upon as necessary.

## 6. MEETING ADJOURNMENT

*Adjournment of the Board of Harbor Commissioners will be until the next meeting scheduled for **Wednesday, March 26, 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.*

