

The following are the commitments expected from a wind terminal developer entering our region in terms of their values and conduct. These include commitments to protect the human and natural world and climate, to address the safety of Tribal Nations and local communities, around meaningful community engagement and decision-making, to protect local fisheries and aquaculture, to provide for regenerative economic benefits and measures to address a historically under-resourced community's infrastructure and services needs. These commitments, which build faith in the developer's commitment to the community, and values, are additive to any measures required under the Environmental Impact Report for the Wind Terminal.

To move forward with confidence, these commitments around the developer's values and conduct must be included in a binding and enforceable community agreement with key members of the Humboldt Wind Terminal Community Coalition¹, with key terms of this community agreement in the option to lease or other binding approval from the Harbor District. If this community agreement is not executed, and key terms are not included in the option to lease or other binding approval, at the expiration of obligations under any current exclusive agreement to negotiate, the Harbor District must work with the community to develop and issue a new RFP for a developer and project that meets the communities values, rather than entering into a new Exclusive Agreement to Negotiate.

- I. **Commitments around Community Infrastructure and Services.** Developer shall commit to:
 - A. Providing initial funding for an inclusive and equitable community-governed **Community Infrastructure and Services Fund** to cover future investments in vital infrastructure and services including transportation, recreational and outdoor access, health services, and childcare², which are necessary for healthy economic development. This includes seed funding for community capacity to set the foundation for a **community steering committee** to direct future investments. Fund is to be held and administered by a third party with experience in holding, investing, facilitating and administering community agreement funding pools³.
 - B. **Committing to a project design, construction, and operation**, which protects environmental, cultural, and recreational resources, including Tribal cultural landscapes, and provides community infrastructure benefits for portside communities. These include commitments to traffic safety, EV charging stations, building electrification, energy efficiency and waste reduction measures, and a dig-once policy to maximize

¹ The Coalition does not speak for Tribal Nations. Each Nation independently determines their interest, participation and leadership in engagement as part of this process, related terms, and agreements.

² Given the severity of affordable housing, this fund will include a dedicated funding stream or commitment to pay into a regional housing trust or other regional affordable housing programs.

³[The Rose Foundation for Communities and the Environment](#) is an example of a 3rd party administer of community agreement funds with values alignment with our work, such as environmental stewardship, community regeneration, consumer protection, robust civic participation, and a healthy economy.

opportunities for local communities from construction. The developer shall work with the Adaptive Management Committee and local Tribal Nations to identify additional design and operational measures to ensure the Wind Terminal is operated as sustainably and safely as possible.

- C. Providing support for **public funding** for local community infrastructure priorities.

II. Climate, Environment and Resource Protections. Developer shall commit to:

- A. Supporting an environmental review process in compliance with California's Environmental Quality Act, including a meaningful alternatives analysis that includes a smaller alternative that reduces impacts to natural and cultural resources and landscapes and a no-project alternative.
- B. Using best-available technology to achieve a [Zero-Emission Wind Terminal](#) by 2030.
- C. Working with the Wiyot Tribe to preserve and avoid impacts to Tuluwat Island.
- D. Providing start-up funding for an [Adaptive Management Committee](#), which centers local science, lived experience, and Traditional Ecological Knowledge and creates a space for ongoing dialogue and environmental decision-making regarding the Wind Terminal and offshore wind. The Committee will create an [Offshore Wind Cluster Adaptive Environmental Management and Monitoring Plan](#),⁴ which will cover the Wind Terminal project and other support operations of the developer or their contractors in Humboldt Bay. Funding will include resources to participating leaders and entities for their time, expertise, and leadership in facilitating the Committee and plan.
- E. Tribally-identified monitors from *Bear River Band of the Rohnerville Rancheria*, *Blue Lake Rancheria* and *the Wiyot Tribe* for pre-construction and ongoing surveys and project development, operations and decommissioning.
 - 1. Each Tribal Nation identifies their own monitor and is funded for the work.

III. Community-Centered Decision-Making, Outreach and Engagement. Developer shall commit to:

- A. Providing funding, engage with and provide regular reports to a **Community Steering Committee for the duration of the lease. The primary role of the Steering Committee is to monitor community impacts, oversee investments and the implementation of community agreements, promote community decision-making, facilitate information sharing, and foster constructive dialogue among community members, Crowley, and sub-lessees throughout the entire duration of Crowley's lease.** The Steering Committee shall include representatives from: Tribal Nations, Local Fisheries and Aquaculture,

⁴ This Plan is in addition to the EIR.

Peninsula Residents, Peninsula Community Collaborative and Peninsula Community Services District, and those with local lived experience around Tribal stewardship, racial justice and equity, labor and workforce, small business leadership and entrepreneurship, fisheries and natural resource management. Funding will include resources to participating leaders and entities as honoraria for their time and expertise.

- B. Developing and implementing a **Local Communities Long-Term Engagement Plan**, in partnership with local underrepresented communities, particularly Peninsula communities.
- C. Co-developing and implementing a **Native American Tribal Nations Communications Framework**. The framework will describe the strategies that Crowley and the District will use to develop a communications plan that will begin in pre-development and continue through decommissioning that facilitates communication and consultation with Tribes that have cultural and/or historical ties to the wind terminal lease area and Humboldt Bay more broadly. Crowley and the District will provide funding for Tribal Nations to participate in developing the Framework and for developing the detailed plan once the option or lease is signed.

IV. Safeguards to protect against the risk of Missing and Murdered Indigenous Peoples (MMIP)⁵ sex-trafficking, and sexual harassment. Developer shall commit to:

- A. **Early and ongoing meetings** with Tribal Nations and Indigenous leaders, Peninsula Communities, and organizations dedicated to preventing and addressing sexualized violence, and transparent information exchange.
- B. **Specific measures** to address risks of MMIPs, sex trafficking and sexual harassment in connection with the Wind Terminal, including, but not limited to, background checks, hiring policies, policies and enforcement mechanisms around sexualized and intimate partner violence and sexual harassment, training, whistleblower protections, and coordination with all levels law enforcement and worker housing.
- C. **Corporate policies to address sexual harassment and sex trafficking.**
- D. Delivering a local **Community Safety Plan** to ensure the prevention of trafficking, community and worker safety protection, and reduced risks of MMIP, with funding to Tribal Nations and Indigenous-led organizations to participate in the process.

V. Local Fisheries⁶ and Aquaculture Protections.⁷ Developer shall commit to:

- A. Maintaining insurance, decommissioning, and creating an **Economic Displacement Reserve Fund** to address fisheries and mariculture displacement.
- B. Developing a Humboldt Bay Fisheries Communications Plan.⁸
- C. Co-developing with local fisheries and aquaculture a Humboldt Bay Fisheries Access Plan, to reduce impacts to local fisheries and aquaculture from the Wind Terminal and wind project supporting operations.
- D. Creation of a **Humboldt Bay Water Safety Plan** to improve safety for all users of the Bay.
- E. Commitments around the **retrieval of Wind Terminal or support vessel components.**

VI. Regenerative Economic Development and Natural and Cultural Resource Careers. Developer shall commit to:

- A. Contracting with tribally-owned and minority-owned businesses.
- B. Ensuring the Wind Terminal leads to good careers and leadership opportunities for local residents, members of Tribal Nations, and underrepresented communities, as well as opportunities for Tribal ownership and meaningful Tribal economic benefits, through co-developing a regenerative⁹ economic development plan with measurable outcomes on how the project will protect, repair, invest and transform our communities and the economy, including plans for tribal ownership, use of tribal-owned contractors and businesses, growing project leadership, and securing matching public and philanthropic funding.
- C. Providing initial funding for a **Tribal Fund. To be administered to Tribal Nations for capacity to engage in and lead on issues related to offshore wind.**
- D. Ensuring that Wind Terminal development supports careers in natural and cultural resources for local Tribal nations and BIPOC youth, by partnering with INSREP, local Tribal Nations, College of the Redwood, and Cal Poly to design internships and entry-level monitoring and other natural and cultural resource jobs so they will provide the

⁶ Local fisheries includes local Tribal, commercial and recreation fisheries.

⁷ CORE Hub does not speak for the local fisheries, and creation of fisheries-specific terms, and input into these terms, does not indicate that local fisheries will join an agreement with CORE Hub or execute an agreement around the Wind Terminal.

⁸ Note: portions of the fisheries terms including the displacement fund and communications plan, may be superseded by SB 286 if it becomes law.

⁹ United Frontline Table describes the regenerative economy as "...based on ecological restoration, community protection, equitable partnerships, justice, and full and fair participatory processes."

training, skills, and expertise needed to qualify Indigenous students and workers for the next level of natural and cultural resource careers, and job commitments if qualifications are met. This includes a plan with numerical commitments to internships and permanent jobs with the Developer, and its contractors and subcontractors for members of local underrepresented communities, women, and members of local Tribal Nations for careers not covered by the Project Labor Agreement for the Wind Terminal.

- VII. Workforce.** *[The Harbor District recently entered into a Project Labor Agreement covering the construction of the Wind Terminal. This was an important step forward for this region. New workforce terms need to be developed and shall seek to strengthen commitments for targeted communities to gain access to quality jobs on the project. They will align with and augment where possible the Project Labor Agreement for the Wind Terminal, and existing Tribal and County workforce efforts, while preventing duplication]*

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