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

DATE: **August 13, 2026**

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

PLACE: **Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501**

How to Observe and Participate in the Meeting:

- **In Person** – Members of the public may observe and participate in the meeting by attending in person at Woodley Island Marina Meeting Room, 601 Startare Drive, Eureka, CA 95501.
- **Virtually** – Members of the public may observe and participate in the meeting virtually using the Zoom platform. In the event of a disruption that prevents the District from broadcasting the meeting to members of the public through the call-in option or internet-based service option, or a disruption within the District's control that prevents members of the public from offering public comment through the call-in option or internet service option, the Board will take no further action on items appearing on the meeting agenda until public access is restored.

  Zoom link: https://us02web.zoom.us/j/6917934402
  Meeting ID: 691 793 4402
  One tap mobile
  (669) 900-9128, 6917934402#

The Humboldt Bay Harbor, Recreation and Conservation District is committed to providing equal access to all District programs, services, and activities by providing accommodations for individuals with qualified disabilities as required under the Americans with Disabilities Act. With 72 hours prior notice, a request for reasonable accommodation or modification can be made. Please contact the Clerk of the Board at (707) 443-0801 or by email at mhiley@humboldtbay.org

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

2. Public Comment

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

3. Move to Closed Session

- **a)** PUBLIC EMPLOYEE APPOINTMENT
  Title: Special Counsel

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

5. Pledge of Allegiance

6. Report on Closed Session

7. Public Comment

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

8. Consent Calendar

- **a)** Adopt Minutes for Regular Board Meeting on July 9, 2026
- **b)** Adopt Minutes for Special Board Meeting on July 16, 2026
- **c)** Approve an Employment Agreement for Marina Manager
- **d)** Receive District Financial Reports for May 2026
- **e)** Approve a Purchase Order to Complete a Six-Month Contract with Express Employment Professionals for Three Harbor Maintenance Workers

9. Communications, Reports, and Correspondence Received

- **a)** Correspondence Received
- **b)** Executive Director's Report
- **c)** Staff Reports
- **d)** District Counsel Report
- **e)** District Treasurer Report
- **f)** District Engineer Report
- **g)** District Planner Report
- **h)** Commissioner and Committee Reports

10. Unfinished Business

a) Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

Recommendation: Receive report and provide direction.

Summary: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for August 2026.

11. New Business

a) Accept the Audit Report for the FY 2024-2025 Fiscal Year

Recommendation: Staff recommends the Board: Accept the Audit Report for the 2024-2025 Fiscal Year.

Summary: Harshwal & Company LLP prepared the independent auditors report for the fiscal year ending June 30th, 2025. See page 23 of the Audit for detailed information on restricted cash balances for the Dredge Surcharge and the Float Replacement Surcharge.

b) Authorize the Executive Director to Negotiate and Execute a Contract with Moffat & Nichol for the Continued and Expanded Planning, Permitting and Design Services, Funded by the California Energy Commission Waterfront Facility Improvement Program – OSW 25

Recommendation: Staff recommends the Board authorize the Executive Director to negotiate and execute a contract with Moffat & Nichol in the amount of $15,216,267 to fulfill planning, permitting and design services in support of the proposed Humboldt Heavy Lift Marine Terminal, as funded through the California Energy Commission (CEC) Waterfront Facility Improvement Program (WFIP).

Summary: The District is currently advancing permitting, planning, and design for the proposed Heavy Lift Marine Terminal to support West Coast offshore wind energy development. Most project components are progressing toward 30% design through prior and existing federal and state funding. Ongoing agency, tribal, community, and interested party engagement has identified the need for additional environmental and technical studies. The Harbor District received the CEC WFIP grant to fund these studies, further advance the project design, and support and expand continued community engagement. Under this agreement, the Harbor District would contract with Moffatt & Nichol and its subconsultants to complete the work described in the Grant Agreement scope of work.

12. Adjournment

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

July 9, 2026

The Humboldt Bay Harbor, Recreation and Conservation District met in regular session on the above date, Regular Session met at 6:00 P.M. at the Woodley Island Marina meeting room, 601 Startare Drive, Eureka, CA 95501.

REGULAR SESSION – 6:03 P.M.

ROLL CALL

PRESENT:	BENSON
	KULLMANN
	NEWMAN
	NORTON
ABSENT:	DALE
QUORUM:	YES

PLEDGE OF ALLEGIENCE

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

CONSENT CALENDAR

a) Adopt Minutes for Regular Board Meeting on June 11, 2026
b) Approve Purchaser Order No. 2441 to Webstraunt Store
c) Approve Purchaser Order No. 2443 to Redwood Coast Energy Authority
d) Approve Purchase Order No. 2454 to Garig Equipment
e) Approve Purchase Order No. 2460 to Robert Colburn Electric, Inc.

COMMISSIONER NORTON MOVED ACCEPT CONSENT CALENDAR ITEMS A-E.
COMMISSIONER NEWMAN SECONDED.
VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes:	BENSON, KULLMANN, NEWMAN, NORTON
Noes:	NONE
Absent:	BENSON
Abstain:	NONE

COMMUNICATIONS, REPORTS AND CORRESPONDENCE RECEIVED

a) Correspondence Received
  I. None received.
b) Executive Director's Report
  I. Executive Director presented Executive Director's report.
c) Staff Reports

   I. Staff presented a report.

d) District Counsel Report

   I. No report.

e) District Treasurer Report

   I. No report.

f) District Engineer Report.

   I. District Engineer presented a report.

g) District Planner Report

   I. District Planner presented a report.

h) Commissioner and Committee Reports

   I. Commissioners reported on recent activities and subcommittees.

UNFINISHED BUSINESS

a) Receive Status Update Regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

   I. District staff presented the item with Sally Zeff of ICF, Rachel Smith of the Community Advisory Committee, Beth Burkes of RCEA and Brett Vivian of GHD.
   II. The Commission discussed the item.
   III. Chair Kullmann opened the item to public comment. Rod Gonzales, Tina Manos and Jennifer Kalt commented.
   IV. Chair Kullmann moved the discussion back to the Commission.
   V. Discussion item only, no formal action was taken.

NEW BUSINESS

a) Review of Ordinance 8, the Conflict of Interest Code of the Humboldt Bay Harbor, Recreation and Conservation District

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

COMMISSIONER NEWMAN MOVED TO LET THE COUNTY NOW THE CONFLICT OF INTEREST CODE OF THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT HAS BEEN REVIEWED AND DETERMINED THAT NO CHANGES ARE NECESSARY.
COMMISSIONER NORTON SECONDED.
VOICE VOTE WAS CALLED, MOTION CARRIED.

Ayes: BENSON, KULLMANN, NEWMAN, NORTON
Noes: NONE
Absent: DALE
Abstain: NONE

a) Status Update on Maintenance Dredging of Woodley Island Marina

   I. Executive Director presented the item.
   II. The Commission discussed the item.

III. Chair Kullmann opened the item to public comment. No one commented.
IV. Chair Kullmann moved the discussion back to the Commission.
V. Discussion item only, no formal action was taken.

ADJOURNMENT – 8:08 P.M.

APPROVED BY:	RECORDED BY:
______________________________	______________________________
Aaron Newman	Mindy Hiley
Secretary of the Board of Commissioners	Director of Administrative Services

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

July 16, 2026

The Humboldt Bay Harbor, Recreation and Conservation District met in special session on the above date, Special Session met at 6:00 P.M. at the Woodley Island Marina meeting room, 601 Startare Drive, Eureka, CA 95501.

SPECIAL SESSION – 6:00 P.M.

ROLL CALL

PRESENT:	DALE
	KULLMANN
	NEWMAN
	NORTON
ABSENT:	BENSON
QUORUM:	YES

PLEDGE OF ALLEGIENCE

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

NEW BUSINESS

a) **Consider Adopting Resolution 2026-09, A Resolution Adopting the Final Fiscal Year 2026-2027 Budget for the Humboldt Bay Harbor, Recreation and Conservation District**

I. Executive Director presented the item.
II. The Commission discussed the item.
III. Chair Kullmann opened the item to public comment. No one commented.
IV. Chair Kullmann moved the discussion back to the Commission.

COMMISSIONER DALE MOVED TO ADOPT RESOLUTION 2026-09, A RESOLUTION ADOPTING THE FINAL FISCAL YEAR 2026-2027 BUDGET FOR THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT.
COMMISSIONER NORTON SECONDED.
ROLL CALL VOTE WAS CALLED, MOTION CARRIED.

Ayes:	DALE, KULLMANN, NEWMAN, NORTON
Noes:	NONE
Absent:	BENSON
Abstain:	NONE

ADJOURNMENT – 6:14 P.M.

APPROVED BY:	RECORDED BY:
______________________________	______________________________
Aaron Newman Secretary of the Board of Commissioners	Mindy Hiley Director of Administrative Services

EMPLOYMENT AGREEMENT
With
Cory Mooers

THIS AGREEMENT is between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a public entity, located in Humboldt County, California, herein referred to as "District", and Cory Mooers herein referred to as "Employee".

The parties recite that:

A. District is a public entity with legal duties, powers, and obligations set forth in Sections 1 through 83 of Appendix 2 of the Harbors and Navigation Code of the State of California.

B. Employee is willing to be employed by District, and District is willing to employ Employee in the unclassified, at-will position of Marina Manager on the terms and conditions hereinafter set forth.

C. The position of Marina Manager is an unclassified service employee position as defined in Section 73 of Appendix 2 of the Harbors and Navigation Code. The position is an at-will position, and Employee shall have no property interest or contractual right to continued employment as Marina Manager for any specified period. Subject to applicable law, Employee's employment as Marina Manager may be terminated at any time, with or without cause..

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, DISTRICT AND EMPLOYEE COVENANT AND AGREE AS FOLLOWS:

1. Pursuant to this Agreement, Employee is employed as Marina Manager for the Humboldt Bay Harbor, Recreation and Conservation District effective July 1, 2026 and Employee hereby accepts and agrees to such employment. In addition to the duties of Marina Manager, Employee shall perform, during the administrative term of this Agreement, the duties supporting the District's Facilities Department as described in Exhibit "A." The Executive Director may modify or discontinue the interim Facilities Department assignment based upon the operational needs of the District. The assignment of, modification of, or discontinuation of such interim duties shall not alter Employee's at-will status.

2. Employee shall perform and complete the services and tasks set forth in and according to the time frame set forth in Exhibit "A", attached hereto and incorporated by reference, together with such other duties reasonably assigned by the Executive Director that are consistent with Employee's position and the needs of the District.

3. Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent perform all duties that may be required pursuant to the expressed and implicit terms as set forth by the Executive Director of the District. Such duties shall be rendered in Humboldt County, California and at such other place or places as District shall in good faith

require or the interest, and needs or requests of District shall require or make advisable.

4. Employee shall serve in the position of Marina Manager at the will and pleasure of the Executive Director of District. Subject to applicable law, the Executive Director may terminate Employee's employment as Marina Manager and this Agreement at any time, with or without cause and with or without advance notice. Nothing in this Agreement, the District's Personnel Policy, or any other District policy, practice, representation, or procedure shall be construed to create a right to progressive discipline, a property interest in continued employment as Marina Manager, or a right to employment for any specified term. Employee may resign at any time. The District requests that Employee provide at least thirty (30) days' written notice of resignation when reasonably practicable, but failure to provide such notice shall not alter the at-will nature of the employment relationship. Upon separation from District employment, Employee shall be paid salary earned through the effective date of separation and any accrued and vested leave or other benefits payable under applicable law and District policy..

5. District shall pay Employee and Employee agrees to accept from District, $90,650 per year in full payment of Employee's services for his position as Marina Manager and an additional $7,380 per year for the duties supporting the District's Facilities Department hereunder, compensation to be set by the Board of Commissioners and as adjusted from time to time.

6. In addition to the foregoing, Employee shall receive five days of Management Leave per fiscal year plus all the employee benefits for full-time employees as now established by the District's personnel policy, or different employee benefits as may be modified or established by the District in the future. However, nothing in this section or any other part of this Agreement shall be interpreted as preventing or precluding the District from rescinding, amending or otherwise modifying the existing Personnel Policy or from adopting additional personnel policies or procedures concerning the employment, including but not limited to modifications of the benefits of employment.

7. Employee's salary, job duties, and performance shall be reviewed in October of each year by the Executive Director of the District. The annual performance review may be used to adjust Employee's salary based upon the salary schedule for Mid-Management, Management, and Appointed Classifications, which has been approved by the Board of Commissioners. However, nothing in this section shall be construed as a promise or commitment by the District to increase compensation or concerning the amount of any such increase. A performance review does not entitle Employee to a salary increase, continued employment, or renewal of this Agreement.

8. The effective date of appointment of Employee as Marina Manager shall be July 1, 2026, and unless renewed, will terminate on June 30, 2028. The stated term of this Agreement does not create a right to employment through June 30, 2028, and does not limit the District's right to terminate Employee's at-will employment before that date. Expiration or nonrenewal

of this Agreement shall not entitle Employee to severance, damages, additional compensation, or continued employment except as expressly required by applicable law or District policy.

9. Employee shall devote his full time, attention, knowledge, and skill solely and exclusively as Marina Manager, solely and exclusively to the business and interest of the District. District has classified the Marina Manager position as an exempt position under applicable federal and state wage-and-hour law. Employee may be required to work more than forty (40) hours in a workweek, including evenings, weekends, or other hours reasonably necessary to perform the duties of the position. Employee shall receive the salary established under Section 5 without additional overtime compensation, except to the extent otherwise required by applicable law.

10. The Marina Manager position is an unclassified, unrepresented management classification and is not included in the bargaining unit represented by International Union of Operating Engineers, Local Union No. 3, AFL-CIO. Accordingly, Employee's compensation and terms and conditions of employment as Marina Manager are not governed by the collective bargaining agreement applicable to that bargaining unit.

11. Employee shall abide by all applicable provisions of District's Personnel Policy as amended and with all other District policies and procedures currently in force or as may be implemented during the term of employment. Unless expressly stated otherwise in this Agreement, District policies do not constitute an employment contract and shall not modify Employee's at-will status. In the event of an irreconcilable conflict between this Agreement and a generally applicable District personnel policy, this Agreement shall control with respect to Employee, except to the extent otherwise required by law.

12. This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

13. No waiver of modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

14. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other form. Any legal proceedings or actions arising out of this agreement shall be venued in Humboldt County,

California.

15. Notwithstanding any other provision of this Agreement, any cash settlement related to termination of this Agreement shall comply with Government Code section 53260, as it may be amended from time to time. Regardless of the stated term of this Agreement, the maximum cash settlement Employee may receive in connection with termination shall not exceed Employee's monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement and, if the unexpired term exceeds eighteen (18) months, shall not exceed eighteen (18) months of Employee's monthly salary. Nothing in this Section or elsewhere in this Agreement creates any right or entitlement to severance pay or a termination settlement.

16. In accordance with Government Code section 53243.2, if Employee receives a cash settlement related to termination of this Agreement and is thereafter convicted of a crime involving an abuse of Employee's office or position, Employee shall fully reimburse District for that cash settlement as required by law. To the extent District provides Employee, pursuant to this Agreement, paid leave salary pending an investigation or funds for Employee's legal criminal defense, Employee shall reimburse District for such amounts to the extent required by Government Code sections 53243 and 53243.1.

Executed at Humboldt County, California, on the date first written below.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

______________________________	________________________
Chris Mikkelsen, Executive Director	Date

EMPLOYEE

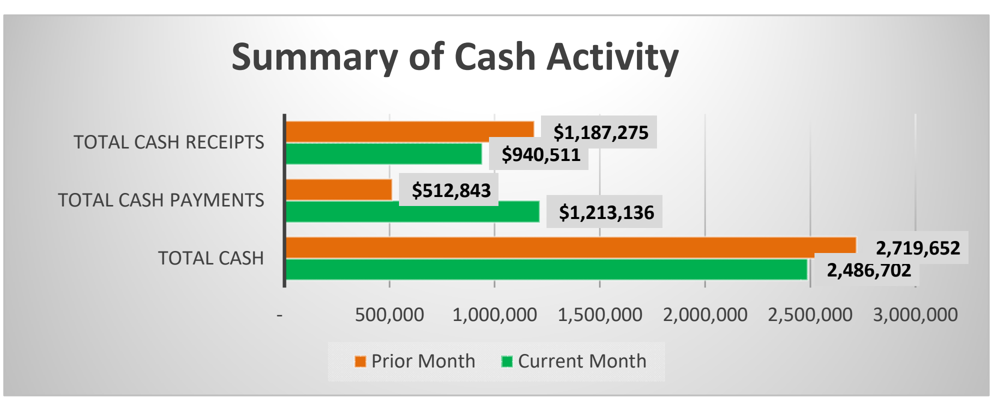
______________________________	________________________
Cory Mooers	Date

HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Monthly Cash Flow Analysis

For The Months Ended May 31, 2026 and April 30, 2026

	5/31/26	4/30/26
Account Balances		
Checking	$ 127,028	$ 379,566
Savings	550,848	1,182,975
County Treasury	1,807,656	1,155,941
Cash on hand	1,170	1,170
Total Cash	**2,486,702**	**2,719,652**
Less: Restricted cash for Marina surcharges	(1,053,363)	(1,030,628)
Less: Estimated unexpended grant proceeds and Nordic deposits included in cash above	(675,927)	(1,239,874)
Cash Available (Deficit), excluding unexpended grant proceeds and deposits	**757,412**	**449,150**
Change in Cash Balance		
Balance, Beginning of Month	$ 2,719,652	$ 2,045,220
Monthly Deposits	940,511	1,187,275
Monthly Payments	(1,213,136)	(512,843)
Balance, End of Month	$ 2,447,027	$ 2,719,652
Monthly Expenses Summary		
Significant Individual Expenses:		
Moffat & Nichol expenditure	$ 733,265	$ 209,267
Redwood Community Action Agency	150,358	77,353
M. R. Wolfe & Associates, P.C.	30,000	
Sub-total, Significance/Unusual Expenses	913,623	286,620
General operating expenses and other misc. expense	299,513	226,223
Total Cash Payments	$ 1,213,136	$ 512,843
Monthly Deposits Summary		
Significant Individual Revenues:		
California Energy Commission		$ 1,025,493
CalTrans - Eelgrass project	$ 46,039	-
Sub-total, Significant/Unusual Revenues	46,039	1,025,493
General revenues	894,472	161,782
Total Cash Receipts	$ 940,511	$ 1,187,275



Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of May 31, 2026

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 PETTY CASH ON HAND	140.00
10100 CHANGE FUND ON HAND	300.00
10111 COIN MACHINE FUND	730.00
10200 CASH IN BANK, CHECKING	11,908.41
10200.1 Cash in PNC, Checking	115,119.25
10400 CASH IN COUNTY - FUND 2720	1,767,905.98
10500 CASH IN COUNTY - FUND 3872	39,750.43
10600.1 Cash in bank, Tariff PNC	528,737.39
10700.1 Cash in bank, Water PNC	22,110.51
10901 UNEXPENDED MARINA SURCHARGES	1,053,363.39
10902 UNEXP SURCHARGES AVAIL CASH ADJ	0.00
10903 RESTRICTED CASH	-1,053,363.39
Total Bank Accounts	**$2,486,701.97**
Accounts Receivable	
12000 ACCTS RECEIVABLE	3,541,413.57
Total Accounts Receivable	**$3,541,413.57**
Other Current Assets	
11200 US TREASURY BONDS	0.00
12001 OTHER RECEIVABLES	0.00
12002 DOUBTFUL ACCOUNTS RECEIVABLE	0.00
12100 ALLOW FOR BAD DEBTS	0.00
12200 TAXES RECEIVBLE	0.00
12300 INTEREST RECEIVBLE	0.00
12600 Note Receivable - NMTC	0.00
12650 Note Receivable - HBDA	9,145.45
12700 PREPAID EXPENSES	32,134.55
12750 Refunds Receivable	0.00
12800 LEASE RECEIVABLE	0.00
12900 Accounts Receivable FSM	0.00
1499 Undeposited Funds	0.00
Total Other Current Assets	**$41,280.00**
Total Current Assets	**$6,069,395.54**
Fixed Assets	
14800 SHIPWRECK PROPERTY	50,088.05
14900 DOG RANCH PROPERTY	7,507.70
16999 Combined Expense Pending Transf	0.00

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of May 31, 2026

	TOTAL
CAPITAL ASSETS, NET	
14910 SAMOA PROPERTY	208,149.00
14930 TOWN OF SAMOA PROPERTY	3,007,851.23
14940 BAY STREET PROPERTY	35,000.00
15000 AUTOMOTIVE EQUIPMENT	95,639.08
15100 OFFICE EQUIPMENT	193,303.88
15200 OPERATING EQUIPMENT	335,611.22
15400 1998 MARINA DREDGING PROJECT	0.00
15500 MARINA, RESTAURANT COMPLEX	0.00
15600 MARINA	10,529,004.29
15700 FL BOAT BLDG & REPAIR FACILITY	4,302,259.53
15800 SHELTER COVE	2,386,247.10
15900 DREDGING COSTS	215,226.78
16000 KING SALMON	15,143.99
16100 MARINA DREDGE,CONSTR IN PROGRES	5,056,597.48
16400 REDWOOD DOCK PROPERTY	3,010,194.30
16500 HOMELAND SECURITY EQUIPMENT	2,254,007.60
16600 TABLE BLUFF LIGHTHOUSE	361.44
16700 AQUAPONICS PILOT FACILITY	96,036.61
16800 REDWOOD TERMINAL 2	4,941,769.69
16900 Dredge	1,215,423.27
17000 ACCUMULATED DEPRECIATION	-20,802,009.17
Total CAPITAL ASSETS, NET	**17,095,817.32**
Total Fixed Assets	**$17,153,413.07**
Other Assets	
12400 BNY LOAN RECEIVBLE	0.00
15300 CONSTRUCTION IN PROGRESS	5,314,202.31
18000 DEPOSITS	0.00
18500 OTHER DEFERRED ASSETS	0.00
18700 Deferred Lease Asset	2,950,006.00
19000 Deferred Outflows of PERS	485,000.52
Total Other Assets	**$8,749,208.83**
TOTAL ASSETS	**$31,972,017.44**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 ACCOUNTS PAYABLE	614,171.69
Total Accounts Payable	**$614,171.69**
Credit Cards	
20112 US Bank Visa	12,007.18
Total Credit Cards	**$12,007.18**

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of May 31, 2026

	TOTAL
Other Current Liabilities	
20000.1 ACCOUNTS PAYABLE YR END ADJUST	0.00
20100 LEASE PAYABLE TO HBDA	0.00
20200 NOTES PAYABLE	190,571.30
20400 ACCRUED WAGES PAYABLE	38,925.89
20500 ACCRUED INTEREST	0.00
20600 ACCRUED VACATION PAYABLE	58,871.69
20700 ACCRUED SICK LEAVE PAYABLE	60,579.54
20800 DEPOSITS ON HAND	0.00
20801 KEY DEPOSITS ON HAND	19,840.00
20802 PLUG DEPOSITS ON HAND	1,430.00
20803 SLIP DEPOSITS ON HAND	59,472.60
20804 STORAGE DEPOSITS	4,409.15
20805 CONF. ROOM DEPOSITS	0.00
20806 LEASE SECURITY DEPOSIT	95,123.92
20807 STORAGE DEPOSIT - REDWOOD DOCK	2,943.31
20808 WAIT LIST DEPOSIT	6,625.00
20809 HAUL OUT DEPOSIT	0.00
Total 20800 DEPOSITS ON HAND	**189,843.98**
22000 DEFERRED LEASE INCOME	0.00
24000 Ground Lease Deferred Income	0.00
24002 Groundlease Current Def Income	0.00
27201 Deferred Inflows - OPEB	10,067.00
28000 DEFERRED INCOME	163,198.42
28400 DEFERREDINCOMECalTrans Spartina	577,253.63
28402 DEFERREDINCOME CalTrans Eelgrass	41,798.09
28404 DEFERRED INCOME - OWS	2,134,069.50
28500 OTHER DEFERRED CREDITS	0.00
Payroll tax & Withholding Liab	
2100 PAYROLL LIABILITIES	0.00
21000 WAGE GARNISHES	0.00
2110 DIRECT DEPOSIT LIABILITIES	0.00
21100 FEDERAL WITHHOLDING TAX	0.00
2111 *DIRECT DEPOSIT LIABILITIES	0.00
21200 STATE WITHHOLDING TAX	0.00
21300 STATE UNEMPLOYMENT TAX	202.75
21400 SOCIAL SECURITY/MEDICARE TAX	0.00
21500 AFLAC	0.00
21600 PERS CARE/MEDICAL INSURANCE	1,199.88
21700 PERS RETIREMENT	0.00
21701 PERS DEFERRED COMPENSATION	0.00
21800 STATE DISABILITY INSURANCE	0.00
21900 UNION DUES DEDUCTIBLE	0.00

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of May 31, 2026

	TOTAL
Total Payroll tax & Withholding Liab	**1,402.63**
Sales Tax Agency Payable	0.00
Total Other Current Liabilities	**$3,466,581.67**
Total Current Liabilities	**$4,092,760.54**
Long-Term Liabilities	
24001 Gound Lease Amortization	0.00
24003 Groundlease Current Offset	0.00
25000 DUE STATE OF CALIFORNIA	0.00
25100 NOTES PAYABLE- CMIA	0.00
25200 ENVIRONMENTAL REMEDIATION LIAB	0.00
25300 BOND PAYABLE - DEEP DREDGING	0.00
25400 Note Payable - No. Valley Bank	0.00
25500 OPEB Liability	94,816.00
25600 Note Payable-Coast Seafoods Co.	0.00
25700 BOND PAYABLE 2014 REFINANCING	993,386.92
25800 BBVA Loan Payable	625,800.42
25900 LESS CURRENT PORTION	-190,571.30
26000 CAPITAL LEASE PAYABLE	0.00
26100 Rate Stabilization Fund	4,636,000.00
27000 Net Pension Liability	1,479,612.00
27200 Deferred Inflows of PERS	38,154.00
27202 Deferred Inflows - Leases	2,690,202.00
Total Long-Term Liabilities	**$10,367,400.04**
Total Liabilities	**$14,460,160.58**
Equity	
3000 OPENING BALANCE EQUITY	0.00
30200 GOVT CONTRIBUTIONS MARINA	0.00
30201 ACCUM DEPR MARINA, EDA PORTION	0.00
30300 GOVT CNTRB/FL BOAT BLDG/RPR FAC	0.00
30301 ACCUM DEPR - FL BOAT BLDG & RPR	0.00
30400 GOVT CONTRIB - CA DEPT OF B&W	0.00
30401 ACCUM DEPR/SHELTER COVE B&W	0.00
30500 INVESTMENT IN FIXED ASSETS	11,208,910.72
30505 Change In Invest Fixed Assets	1,327,061.24
Total 30500 INVESTMENT IN FIXED ASSETS	**12,535,971.96**
30900 RESTRICTED FUND BALANCE	-2,148,290.54
30901 Restricted Fd Bal-Curr Yr Chang	3,202,806.51
Total 30900 RESTRICTED FUND BALANCE	**1,054,515.97**

Humboldt Bay Harbor, Recreation & Conservation Dis

Balance Sheet

As of May 31, 2026

	TOTAL
31200 GENERAL FUND BALANCE	1,998,049.71
31000 FUND BALANCE - TIDELANDS TRUST	-876,282.21
31100 Designated for General Fd Reser	0.00
31108 Designated Bal-Curr Yr Change	0.00
Total 31100 Designated for General Fd Reser	**0.00**
31201 General Fund-Change is Restrict	-3,232,100.19
31205 General Fund Invest Fixed Asset	0.00
31208 General Fund Change in Designat	0.00
Total 31200 GENERAL FUND BALANCE	**-2,110,332.69**
3900 RETAINED EARNINGS	970,942.12
Net Income	5,060,759.50
Total Equity	**$17,511,856.86**
TOTAL LIABILITIES AND EQUITY	**$31,972,017.44**

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2026

	TOTAL	
	MAY 2026	JUL 2025 - MAY 2026 (YTD)
Income		
Donations		
46519 Donations - Lighthouse		6.00
Total Donations		**6.00**
Dredging Revenue		
41318 Dredging Surcharge - T	17,405.34	214,291.66
Total Dredging Revenue	**17,405.34**	**214,291.66**
Fees		
40108 PERMITS-T	2,500.00	5,000.00
40808 Pilotage Services - T		2,786.44
41308.1 Poundage - T		30.34
41818 Late Charges/Interest - T	3,860.00	48,610.00
41819 Late Charges/Interest - NT	1,120.44	9,665.23
45608 Chevron - Ports O&M - T		24,262.50
Total Fees	**7,480.44**	**90,354.51**
Float Replacement Account		
41418 Float Replacement	5,439.80	67,501.31
Total Float Replacement Account	**5,439.80**	**67,501.31**
Grant Revenue		
Conservation Grants		
45208.3 Conservation Grants, Gov't - T		110,213.93
Total Conservation Grants		**110,213.93**
Harbor Grants		
45208 Harbor Grants, Other - T	0.00	26,414.26
45208.1 Harbor Grants, Gov't - T	0.00	4,115,169.66
Total Harbor Grants	**0.00**	**4,141,583.92**
Recreation Grants		
45208.2 Recreation Grants, Gov't - T		25,447.88
Total Recreation Grants		**25,447.88**
Total Grant Revenue	**0.00**	**4,277,245.73**
Harbor Surcharge		
40908 Harbor Improvement Surcharge-T		121,675.26
Total Harbor Surcharge		**121,675.26**
Interest Revenue		
43108 Interest Income - T	1,037.98	11,294.85
43109 Interest Income - NT	0.09	20,641.36
43318 Interest On Del Accts - T		504.04
Total Interest Revenue	**1,038.07**	**32,440.25**

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2026

	TOTAL	
	MAY 2026	JUL 2025 - MAY 2026 (YTD)
Other Revenue		
45908 Other Revenue - T	9.80	30.00
45909 Other Revenue - NT	90,576.85	335,631.81
45911 Other Revenue - Spartina	241,286.61	876,988.51
45912 Other Revenue - OSW	326,198.95	824,412.97
Total Other Revenue	**658,072.21**	**2,037,063.29**
Rent Income		
40218 Slip Rents - T	43,327.55	530,866.31
40318.1 Transient Rentals - T	972.28	21,154.13
40518 Equipment Rent - T		4,912.97
40519 Equipment Rent - NT	70.00	1,320.00
40709 FL BUILDING SPACE RENT G/NT	3,563.11	37,611.61
40809 Yard Rent - NT	2,500.28	33,608.30
41108 Rents, Tidelands Leases - T	21,385.10	375,086.45
41309 Storage - NT	4,625.49	64,383.25
41409 Upland Rent - NT	62,486.01	771,206.19
Total Rent Income	**138,929.82**	**1,840,149.21**
Sales		
40118 SALES & PERMITS M/T	1,200.00	10,560.00
40119 Concession Sales - NT	660.00	8,516.30
52708.1 Discount		178.40
Total Sales	**1,860.00**	**19,254.70**
Tax Revenue		
43509 Property Tax Revenues	669,001.26	1,440,058.04
45009 Other Federal Tax Revenue		14.19
Total Tax Revenue	**669,001.26**	**1,440,072.23**
Utility Surcharge		
40409 Utility Surcharge - NT	4,013.56	119,624.60
40418 Utility Surcharge, Marina Dock	4,876.37	58,538.33
Total Utility Surcharge	**8,889.93**	**178,162.93**
Total Income	**$1,508,116.87**	**$10,318,217.08**
GROSS PROFIT	**$1,508,116.87**	**$10,318,217.08**
Expenses		
57018 Bank Service Charges	443.90	4,992.02
Accounting/Auditing Services		
52500 Accounting Fees - T	22,028.62	103,188.37
52508 Accounting Fees - NT	8,342.88	38,433.13
Total Accounting/Auditing Services	**30,371.50**	**141,621.50**

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2026

	TOTAL	
	MAY 2026	JUL 2025 - MAY 2026 (YTD)
Advertising & Promotion		
51000 Advertising & Promotion - NT	506.00	836.44
51008 Advertising & Promotion - T		614.62
Total Advertising & Promotion	**506.00**	**1,451.06**
Bad Debts		
51308 Bad Debts - T		14,450.00
Total Bad Debts		**14,450.00**
Communications		
51400 Communications - NT	1,081.13	12,353.79
51408 Communications - T	174.63	1,905.51
Total Communications	**1,255.76**	**14,259.30**
Conference & Meetings		
51500 Conferences & Meetings - NT	1,197.57	14,869.73
51508 Conferences & Meetings - T	750.00	999.23
Total Conference & Meetings	**1,947.57**	**15,868.96**
Depreciation		
53509 Depreciation - NT	68,204.00	750,244.00
Total Depreciation	**68,204.00**	**750,244.00**
Dredging Expense		
55608 Dredging Expense - T		40,267.00
56708 Dredging - GT	110.00	1,680.00
56718 Dredging - MT		
Total Dredging Expense	**110.00**	**41,947.00**
Dues, Subscriptions & Licences		
51600 Dues & Subscriptions - NT	45.00	34,648.29
51608 Dues & Subscriptions - T		8,093.64
Total Dues, Subscriptions & Licences	**45.00**	**42,741.93**
Elections & Government Fees		
51700 Elections & Prop Tax Assess-NT	17,285.50	39,248.36
Total Elections & Government Fees	**17,285.50**	**39,248.36**
Engineering Services		
52400 Engineering Fees - NT	10,718.55	49,463.96
52408 Engineering Fees - T		6,739.00
Total Engineering Services	**10,718.55**	**56,202.96**
Fuel		
51200 Automotive, Fuel- NT	1,318.84	9,474.19
51208 Vessel Fuel	337.09	1,056.32
51218 Automotive, Fuel - T	846.70	7,218.94
Total Fuel	**2,502.63**	**17,749.45**

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2026

	TOTAL	
	MAY 2026	JUL 2025 - MAY 2026 (YTD)
Grant Expenses		
Conservation Grant Expenses		
54408.3 Conservation Grant Exp		5,242.50
Total Conservation Grant Expenses		**5,242.50**
Harbor Grant Expenses		
54408.1 Harbor Grant Exp	-144,180.30	72,656.41
Total Harbor Grant Expenses	**-144,180.30**	**72,656.41**
Recreation Grant Expenses		
54408.2 Recreation Grant Exp		0.00
Total Recreation Grant Expenses		**0.00**
Total Grant Expenses	**-144,180.30**	**77,898.91**
Insurance		
51800 Insurance - NT	33,874.58	151,102.01
51808 Insurance - T		19,709.50
Total Insurance	**33,874.58**	**170,811.51**
Interest Expense		
55108 Interest Expense - T	16,165.36	73,890.72
55109 Interest Expense - NT	29,654.64	183,527.40
Total Interest Expense	**45,820.00**	**257,418.12**
Legal Services		
52300 Legal Fees - NT	34,232.75	77,355.52
52308 Legal Fees - T	461.25	12,412.49
Total Legal Services	**34,694.00**	**89,768.01**
Maintenance - Equipment		
51209 Automotive, Repairs - NT	1,333.26	6,279.85
52710 Repairs & Maint, Equip - NT	46.16	7,299.90
52718 Repairs & Maint, Equip - T	7,968.00	39,046.87
Total Maintenance - Equipment	**9,347.42**	**52,626.62**
Maintenance - Facilities		
52708 Repairs & Maint, Facilities - T	2,344.66	78,665.48
52719 Repairs & Maint, Facilities - N	6,675.63	40,042.75
Total Maintenance - Facilities	**9,020.29**	**118,708.23**
Maintenance - IT		
57008 Maintenance, IT Equip - T	442.50	6,814.00
57009 Maintenance, IT Equip - NT	1,434.60	6,560.41
Total Maintenance - IT	**1,877.10**	**13,374.41**
Maintenance Supplies		
52008 Maintenance Supplies - T	267.84	1,011.33

	TOTAL	
	MAY 2026	JUL 2025 - MAY 2026 (YTD)
52010 Maintenance Supplies - NT	2,982.59	23,759.41
Total Maintenance Supplies	**3,250.43**	**24,770.74**
Office Supplies		
51900 Office Supplies - NT	7,345.05	66,154.27
51908 Office Supplies - T	2,768.05	7,824.74
52100 Outside Services - NT		14.32
Total Office Supplies	**10,113.10**	**73,993.33**
Other Expenses		
53709 Cash Over/Short - NT		-90.00
54405 Other Expenses - Spartina	230,112.48	752,177.26
54406 Other Expenses - Eelgrass	34,353.84	260,521.89
55418 Other Expenses - T	1,508.49	3,691.49
55419 Other Expenses - NT		4,994.86
Total Other Expenses	**265,974.81**	**1,021,295.50**
Other Professional/Outside Serv		
52109 Outside Services, Other - NT	8,812.50	35,403.42
52118 Outside Services, Other - T		2,460.00
Total Other Professional/Outside Serv	**8,812.50**	**37,863.42**
Permits		
51610 Permits - NT	255.71	14,123.51
51618 Permits - T		2,811.00
Total Permits	**255.71**	**16,934.51**
Personnel Expenses		
Commissioners Fees		
50200 Commissioner's Salaries - NT	33,000.00	33,000.00
Total Commissioners Fees	**33,000.00**	**33,000.00**
Contract Temporary Services		
50310 Contract Temporary Services - N	22,202.61	53,637.84
Total Contract Temporary Services	**22,202.61**	**53,637.84**
Payroll Burden		
50500 Payroll Benefits, Other - NT	33,363.82	399,610.57
50508 Payroll Benefits, Other - T	8,416.05	103,372.86
6560 Workers' Comp	3,276.04	29,427.60
Total Payroll Burden	**45,055.91**	**532,411.03**
Salaries/Wages		
50100 Salaries & Wages - NT	46,591.78	972,922.58
50108 Salaries & Wages - T		0.00
Total Salaries/Wages	**46,591.78**	**972,922.58**
Total Personnel Expenses	**146,850.30**	**1,591,971.45**

Humboldt Bay Harbor, Recreation & Conservation Dis

Profit and Loss

May 2026

	TOTAL	
	MAY 2026	JUL 2025 - MAY 2026 (YTD)
Planning Services		
52200 Planning Fees - NT	7,449.25	-86.81
52208 Planning Fees - T	3,557.50	30,609.42
Total Planning Services	**11,006.75**	**30,522.61**
Rent Expense		
52600 Rent Expense - NT		1,756.00
Total Rent Expense		**1,756.00**
Small Tools		
52800 Small Tools - NT		1,964.75
52808 Small Tools - T		121.26
Total Small Tools		**2,086.01**
Utilities		
52909 Utilities - NT	23,589.55	254,188.37
52918 Utilities - T	4,895.41	87,572.96
53000 Water, Sewer, & Refuse - NT	11,650.32	127,849.41
53008 Water, Sewer, & Refuse - T	6,117.86	65,270.92
Total Utilities	**46,253.14**	**534,881.66**
Total Expenses	**$616,360.24**	**$5,257,457.58**
NET OPERATING INCOME	**$891,756.63**	**$5,060,759.50**
Other Expenses		
55409 OTHER EXPENSES G/NT		0.00
Total Other Expenses	**$0.00**	**$0.00**
NET OTHER INCOME	**$0.00**	**$0.00**
NET INCOME	**$891,756.63**	**$5,060,759.50**

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

May 2026

DATE	NUM	VENDOR	AMOUNT
10200.1 Cash in PNC, Checking			
05/29/2026	DD	Howser, Suzie	-958.58
05/29/2026	DD	Juchtzer, Rick	-1,498.39
05/08/2026	4852	Moffatt & Nichol	-351,611.52
05/08/2026	ACH05082026-01	CalPERS 457 Program	-300.00
05/08/2026	ACH05082026-02	CalPERS Health	-21,060.08
05/08/2026	ACH05082026-03	PERS Unfunded Accrued Liab	-10,916.00
05/08/2026	4874	Pierson Building Center	-973.60
05/08/2026	4853	314intermedia	-60.00
05/08/2026	4857	Englund Marine Supply	-701.41
05/08/2026	4880	Solink Corporation	-155.00
05/08/2026	4870	Northern California Gloves	-159.42
05/08/2026	4860	Foster & Foster, Inc.	-1,000.00
05/08/2026	4864	Humboldt Bay Solar Fund LLC	-19,888.90
05/08/2026	4863	Humboldt Bay Municipal Water Dist.	-1,419.51
05/08/2026	4869	Napa Auto Parts	-567.36
05/08/2026	4871	Offshore Wind California	-2,500.00
05/08/2026	4881	Standard Insurance Company	-282.20
05/08/2026	4875	Pittsburgh Paint Co,	-20.83
05/08/2026	4865	Humboldt County-Planning Dept	-3,487.65
05/08/2026	4876	Ramone’s	-147.26
05/08/2026	4882	Tony Gosselin & Sons	-129.00
05/08/2026	4861	Grossman Hague	-6,752.50
05/08/2026	4873	Pacific Gas & Electric (Non-Energy)	-1,251.32
05/08/2026	4883	Western Chainsaw	-26.45
05/08/2026	4862	Hiley, Mindy	-15.00
05/08/2026	4866	Keenan Supply	-29.22
05/08/2026	4855	Amazon Business (Invoices)	-993.94
05/08/2026	4859	Fortuna Iron	-329.41
05/08/2026	4867	Miller Farms Nursery	-21.70
05/08/2026	4858	Express Services, Inc.	-10,943.70
05/08/2026	4868	Mission Uniform & Linen	-48.84
05/08/2026	4877	Recology Eel River	-574.79
05/08/2026	4878	Recology Humboldt County (061218064)	-402.28
05/08/2026	4879	Recology Humboldt County (A0060000265)	-3,184.53
05/08/2026	4856	Cruise the West	-3,000.00
05/08/2026	4884	Humboldt Waste Management Authority	-163.70
05/08/2026	4885	Redwood Community Action Agency	-71,737.89
05/08/2026	4886	Alber’s Tractor & Ag Work	-860.00
05/08/2026	4887	Samoa Pacific Group LLC (fka Danco Builders)	-300.00
05/08/2026	4888	Pacific Gas & Electric (1906-4)	-2,990.28
05/12/2026	ACH05122026-01	Pacific Gas & Electric (8259-4)	-6,808.99
05/22/2026	4891	Hum Van	-300.00
05/22/2026	ACH05222026-01	CalPERS 457 Program	-300.00
05/22/2026	4897	Moffatt & Nichol	-326,198.95

Humboldt Bay Harbor, Recreation & Conservation Dis

Bill Payment List

May 2026

DATE	NUM	VENDOR	AMOUNT
05/22/2026	4899	Wiyot Tribe	-2,401.78
05/22/2026	4898	Redwood Community Action Agency	-78,619.68
05/22/2026	4900	Mission Uniform & Linen	-48.84
05/22/2026	4904	Cal Poly Humboldt	-1,500.00
05/22/2026	4902	Alber's Tractor & Ag Work	-970.00
05/22/2026	4915	Shelter Cove Fishing Preservation Inc	-2,083.33
05/22/2026	4906	Eureka Oxygen Company	-188.51
05/22/2026	4911	M. R. Wolfe & Associates, P.C.	-30,000.00
05/22/2026	4914	RMI Outdoors	-16.90
05/22/2026	4918	StewTel, Inc.	-349.26
05/22/2026	4901	101Netlink	-370.00
05/22/2026	4907	Express Services, Inc.	-11,206.40
05/22/2026	4916	Shelter Cove Resort Improvement District	-413.06
05/22/2026	4908	Hensell Materials, Inc.	-2,150.35
05/22/2026	4912	Mitchell Law Firm, LLP	-1,845.00
05/22/2026	4917	SHN Consulting Engineers & Geologists	-5,884.90
05/22/2026	4913	Moffatt & Nichol	-41,831.07
05/22/2026	4905	Cal Poly Sponsored Programs Foundation	-7,871.66
05/22/2026	4909	Humboldt Community Services District	-18.00
05/22/2026	4919	Valley Pacific Petroleum Services, Inc	-1,709.58
05/22/2026	4920	Verizon Wireless	-164.05
05/22/2026	4910	Humboldt No. 1 Fire Protection District	-264.00
05/22/2026	4921	Pacific Gas & Electric (3494-4)	-329.70
05/22/2026	4922	Verizon Wireless	-372.45
05/22/2026	4924	B & B Portable Toilets	-137.19
05/22/2026	4923	Amazon Business (Invoices)	-1,693.42
05/26/2026	ACH05262026-01	CalPERS 457 Program	-275.00
05/13/2026		Moffatt & Nichol	-13,623.51
Total for 10200.1 Cash in PNC, Checking			**$ -1,061,407.84**

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

STAFF REPORT
HARBOR DISTRICT MEETING
August 13, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: July 31, 2026

TITLE: Approve a Purchase Order to Complete a Six-Month Contract with Express Employment Professionals for Three Harbor Maintenance Workers

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STAFF RECOMMENDATION: Approve Purchase Order No. 2476 to Express Employment Professionals for $50,000.

SUMMARY: Three Harbor Maintenance Workers have been sourced through Express Employment Professionals to provide extra support on Harbor District properties through the summer. This purchase order approves a six-month term for these services.

ATTACHMENTS:

A. PO No. 2476 for Express Employment Professionals

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

Purchase Order

Date	P.O. No.
7/29/2026	2476

Vendor
Express Employment Professionals 14 W. Wabash Avenue Eureka, CA 95501 (707) 268-1866

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

Description	Qty	Rate	Class	Amount
Finish out 6-month temporary assignments for three Harbor Maintenance Workers				50,000

Approved By:

Total $50,000.00

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

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

STAFF REPORT
HARBOR DISTRICT MEETING
August 13, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Rob Holmlund, Development Director

DATE: July 31, 2026

TITLE: Receive Status Update Regarding Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project

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STAFF RECOMMENDATION: Receive report and provide direction.

SUMMARY: The Board has requested a monthly update regarding the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project. This report will provide an update for August 2026.

TENTATIVE SCHEDULE FOR TECHNICAL SPEAKERS: The following is a tentative schedule (subject to change) of technical speakers for upcoming Board meetings:

- **August 2026**
  - Wet storage and foundation generators briefing
  - Solar (ground and buildings)
  - Green Terminal
  - Lighting - Dark Sky Standards
  - Electrical load demand
- **September 2026**
  - Buildings and aesthetics
  - Sediment Characterization Results
  - Geotech - what do results mean for design
  - Eelgrass Mitigation program
- **October 2026**
  - Woodley Island Marina Work Dock and Fishermen Storage
  - Humboldt Bay Waterfront Recreation Center
  - Stormwater and grading
  - Ground improvements and seismic
  - Navigation and tow out simulation
- **November 2026**
  - Beneficial use findings
  - Shoreline stabilization
  - SLR and Hydrodynamic modeling
  - Tsunami Risk
- **December 2026**
  - Onsite and offsite mitigation
  - Cultural resources
  - Anticipated land traffic volumes
  - Supply chain and workforce capacity

- **Additional topics that may be added to the schedule:**
  - Anticipated ship traffic volume estimates and modeling. Add to the 10/8 Tow-out presentation?
  - Aquaculture related topics
  - Visual Simulations and Aesthetics
  - Schedule update
  - Community/Tribal Engagement Update
  - Permits
  - Community Benefit Program
  - Hydrodynamic model update
- **March or April of 2027 – First hearing of CEQA EIR**

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

STAFF REPORT – HARBOR DISTRICT MEETING

August 13, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Mindy Hiley, Director of Administrative Services

DATE: July 16, 2026

TITLE: Accept the Audit Report for the 2024-2025 Fiscal Year

RECOMMENDATION: Staff recommends the Board: Accept the Audit Report for the 2024-2025 Fiscal Year.

BACKGROUND: Harshwal & Company LLP prepared the independent auditors report for the fiscal year ending June 30th, 2025. See page 23 of the Audit for detailed information on restricted cash balances for the Dredge Surcharge and the Float Replacement Surcharge.

DISCUSSION: The District is pleased to report that there were no findings or issues of concern found during the audit. Staff would like to encourage the Commissioners and members of the public to review the notes starting on page 17 of the Audited Financial Statements and Independent Auditor's Report, as they are an integral part of the financial statement.

ATTACHMENTS:

A. 2024-2025 Audited Financial Statements

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

AUDITED FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
JUNE 30, 2025

HARSHWAL®
& COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

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JUNE 30, 2025

HARSHWAL & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Humboldt Bay Harbor Recreation and Conservation District
Eureka, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the business-type activities of Humboldt Bay Harbor Recreation and Conservation District (the "District"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the District as of June 30, 2025, and the respective changes in financial position, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

We draw attention to Note 10 to the financial statements, which describes the implementation of GASB Statement No. 101, *Compensated Absences*. As described in Note 10, the District implemented this accounting standard during the year ended June 30, 2025, which resulted in a restatement of beginning net position. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 10, and the required supplementary information on pages 36 through 40, to be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information, as listed in the table of contents, is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 15, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Harshwal & Company LLP

San Diego, California
July 15, 2026

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2025

This section of Humboldt Bay Harbor Recreation and Conservation District (the "District")'s annual financial report represents our discussion and analysis of the District's financial activities for the year ended June 30, 2025. Please read it in conjunction with the Independent Auditor's Report and the District's basic financial statements.

FINANCIAL HIGHLIGHTS

- The District's operating revenues decreased by $174,709, or 6.53%.
- The District's operating expenses increased by $141,737, or 3.61%.
- General revenues from taxes, interest, and investments accounted for $1,768,963 in revenues or 24.92% of all revenues.
- The District had total expenditures of $6,127,789, and total revenue of $7,098,898. The resulting increase in net position of $971,109 includes net government grant revenue of $1,269,711, and depreciation expense of $671,843.
- Notes payable debt has decreased by $1,071,901 from the prior year due to scheduled debt service payments.

USING THIS ANNUAL REPORT

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise two components: the financial statements and the notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

The basic financial statements are financial statements that provide both long-term and short-term information about the District's overall financial status.

The financial statements also include notes that provide additional information that is essential to a full understanding of the data provided in the financial statements.

In addition to the basic financial statements and accompanying notes, this report also presents a section of required supplementary information that further explains and supports the information in the financial statements.

REPORTING THE DISTRICT AS A WHOLE

The District as a whole is reported in the financial statements and uses accounting methods similar to those used by companies in the private sector. All of the District's assets and liabilities are included in the Statement of Net Position. The Statement of Revenues, Expenses, and Changes in Net Position reports all of the current year's revenues and expenses regardless of when cash is received or paid. These statements report the District's net position and how they have changed. The District's financial health or position (net position) can be measured by the difference between the District's assets and liabilities.

Increases or decreases in the net position of the District over time are indicators of whether its financial position is improving or deteriorating, respectively. Additional non-financial factors such as the condition of buildings and other facilities, and changes in the property tax base of the District need to be considered in assessing the overall health of the District.

REPORTING THE DISTRICT'S MOST SIGNIFICANT FUNDS

The District's financial statements provide detailed information about the District's one proprietary fund.

Enterprise Fund:

Because a large portion of the District's revenues are obtained from various charges to customers, all of the District's activities are accounted for in an enterprise fund, which is a proprietary fund type. Enterprise funds provide both long and short-term financial information.

ANALYSIS OF THE DISTRICT AS A WHOLE

Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's activities:

Table 1

Comparative Statement of Net Position

	2025	2024 restated	Change	% Change
Assets:				
Current assets	$ 4,230,431	$ 6,529,418	$ (2,298,987)	(35.21)%
Noncurrent assets	23,756,681	19,583,993	4,172,688	21.31 %
Total assets	27,987,112	26,113,411	1,873,701	7.18 %
Deferred outflows of resources	485,001	628,187	(143,186)	(22.79)%
Liabilities:				
Current liabilities	4,398,530	1,696,171	2,702,359	159.32 %
Noncurrent liabilities	8,121,588	8,831,764	(710,176)	(8.04)%
Total liabilities	12,520,118	10,527,935	1,992,183	18.92 %
Deferred inflows of resources	3,500,730	4,733,507	(1,232,777)	(26.04)%
Net position:				
Net investment in capital assets	12,535,972	11,208,911	1,327,061	11.84 %
Restricted	813,517	504,656	308,861	61.20 %
Unrestricted	(898,224)	(233,411)	(664,813)	284.83 %
Total net position	$ 12,451,265	$ 11,480,156	$ 971,109	8.46 %

Total net position of the District increased by 8.46%, or $971,109 as of June 30, 2025.

Table 2

Comparative Statement of Revenues, Expenses, and Changes in Net Position

	2025	2024	Change	% Change
Operating Revenues				
Sales and permits	$ 14,999	$ 13,267	$ 1,732	13.05 %
Slip rentals	906,082	910,089	(4,007)	(0.44)%
Rents and leases	1,301,238	1,495,103	(193,865)	(12.97)%
Harbor improvement surcharge	128,647	100,062	28,585	28.57 %
Other revenue	149,513	156,667	(7,154)	(4.57)%
Total operating revenues	2,500,479	2,675,188	(174,709)	(6.53)%
Operating Expenses				
Salaries, wages, and benefits	1,579,051	1,537,767	41,284	2.68 %
Commissioner's fees	36,000	36,000	-	0.00 %
Bad debts	93,768	296,634	(202,866)	(68.39)%
Depreciation	671,843	390,308	281,535	72.13 %
Repairs and maintenance	143,056	237,446	(94,390)	(39.75)%
Professional and outside services	394,745	363,012	31,733	8.74 %
Redwood terminal 2 expenses	6,597	12,201	(5,604)	(45.93)%
Utilities	464,583	520,404	(55,821)	(10.73)%
Other operating expenses	679,184	533,318	145,866	27.35 %
Total operating expenses	4,068,827	3,927,090	141,737	3.61 %
Operating income (loss)	(1,568,348)	(1,251,902)	(316,446)	(25.28)%
Nonoperating Revenues (Expenses)				
General property taxes	1,471,204	1,426,864	44,340	3.11 %
Investment income (loss)	297,759	420,023	(122,264)	(29.11)%
Grants income	2,829,456	3,222,761	(393,305)	(12.20)%
Other nonoperating income	-	1,000	(1,000)	(100.00)%
Grant expenses	(1,559,745)	(3,345,138)	1,785,393	53.37 %
Interest expenses	(494,679)	(202,192)	(292,487)	(144.66)%
Other nonoperating expenses	(4,538)	(7,893)	3,355	42.51 %
Total nonoperating revenues (expenses)	2,539,457	1,515,425	1,024,032	67.57 %
Change in net position	$ 971,109	$ 263,523	$ 707,586	268.51 %

Operating revenues decreased by $174,709 over the prior year, and operating expenses increased by $141,737. The decrease in operating revenue was due to a decrease in rent and lease revenue of $193,865 and the increase in operating expenses was due to increase in depreciation cost as well increase in other operating expenses.

NET POSITION OF THE DISTRICT'S ENTERPRISE FUND

Table 3 presents the net position of the District's one fund, the Enterprise Fund, and an analysis of significant changes in the fund's net position.

Table 3

Changes in Year-End Net Position

	2025	2024	Change	% Change
Net Position, June 30,	$ 12,451,265	$ 11,480,156	$ 971,109	8.46 %

The 8.46% increase in net position is primarily driven by decreases in bad debts and decreases in grant expenses.

Table 4 presents a summary of enterprise fund revenues for the year ended June 30, 2025, and the amounts and percentages of increases and decreases of revenues in relation to the prior year.

Table 4

Summary of Revenues

	2025	Percent of Total	2024	Change	% Change
Revenues:					
Sales and permits	$ 14,999	0.21 %	$ 13,267	$ 1,732	13.1 %
Slip rentals	906,082	12.76 %	910,089	(4,007)	(0.4)%
Rents and leases	1,301,238	18.33 %	1,495,103	(193,865)	(13.0)%
Harbor improvement surcharge	128,647	1.81 %	100,062	28,585	28.6 %
Other operating income	149,513	2.11 %	156,667	(7,154)	(4.6)%
General property taxes	1,471,204	20.72 %	1,426,864	44,340	3.1 %
Investment income	297,759	4.19 %	420,023	(122,264)	(29.1)%
Grant and other nonoperating incomes	2,829,456	39.86 %	3,223,761	(394,305)	(12.2)%
Total revenues	$ 7,098,898	100.00 %	$ 7,745,836	$ (646,938)	(8.4)%

Rents and leases decreased due to a reduction in Redwood Marine Terminal 2 rental income in 2024-25 given the narrow and restrictive zoning of the Redwood Marine Terminal Site, there is a small group of users who can occupy these facilities. The District is exploring an expansion and extension of the interim use zoning as well as a Port overlay zone to open the asset to more potential users in an effort to increase occupancy and revenues.

Slip rentals decreased due to reduction in occupancy in 2024-25. Harbor Improvement Surcharge revenue increased due to an increase in shipping in 2024-25. Investment income decreased due to a reduction in the interest portion of lease payments in 2024-25. Grant revenue varies from year to year based on available grant funding.

Table 5 presents the variance between the District's budget and the actual results for the fiscal year. The District had no budget modifications during the year, so the final budget and the adopted budget were identical.

Table 5

Final Budget versus Actual Results

	Original and Final Budget	Actual	Variance
Operating Revenues			
Sales and permits	$ 13,720	$ 14,999	$ 1,279
Slip rentals	971,773	906,082	(65,691)
Rents and leases	224,554	1,301,238	1,076,684
Harbor improvement surcharge	-	128,647	128,647
Other revenue	124,450	149,513	25,063
Total operating revenues	1,334,497	2,500,479	1,165,982
Operating Expenses			
Salaries, wages, and benefits	1,343,858	1,579,051	(235,193)
Commissioner's fees	36,000	36,000	-
Bad debts	3,216	93,768	(90,552)
Depreciation	-	671,843	(671,843)
Dredging	2,000,790	-	2,000,790
Professional and outside services	71,485	394,745	(323,260)
Redwood terminal 2 expenses	-	6,597	(6,597)
Repairs and maintenance	56,171	143,056	(86,885)
Utilities	284,048	464,583	(180,535)
Other operating expenses	286,823	679,184	(392,361)
Total operating expenses	4,082,391	4,068,827	13,564
Operating income (loss)	(2,747,894)	(1,568,348)	1,179,546
Nonoperating Revenues (Expenses)			
General property taxes	1,210,000	1,471,204	261,204
Investment income (loss)	6,490	297,759	291,269
Grant income	51,975	2,829,456	2,777,481
Grant expenses	-	(1,559,745)	(1,559,745)
Interest expenses	(248,402)	(494,679)	(246,277)
Other nonoperating expenses	(2,500)	(4,538)	(2,038)
Total nonoperating revenues (expenses)	1,017,563	2,539,457	1,521,894
Change in net position	$ (1,730,331)	$ 971,109	$ 2,701,440

Final Budget versus Actual Results

The unfavorable variance of $235,193 in salaries, wages, and benefits was due to changes in the District's portion of the State-wide PERS liability and a decrease in the District's liability for other post-employment benefits. The unfavorable variance of $671,843 in depreciation was due to the District's policy of the budgeting for actual capital outlay for the year rather than depreciation expenses. The favorable variance of $2,000,790 in dredging expense is due to the capitalization of dredging expenditures. The unfavorable variance of $180,535 in utilities is due to higher than anticipated utility expenses. The favorable variance of $291,269 in investment income is due to the ongoing application of GASB 87, *Leases*, and the resulting reporting of a portion of lease payments as interest income rather than lease income. The favorable variance of $2,777,481 in grant revenue and the unfavorable variance of $1,559,745 in grant expenses is due to changes in available and expended grants. The unfavorable variance of $2,038 in other nonoperating expenses is due to the District's policy of including the principal portion of debt service payments in budget and the inclusion of reserve additions and withdrawals in the budget.

Capital Assets

The District's total capital assets, net of accumulated depreciation, as of June 30, 2025 was $21,488,339. The total increase in net capital assets from the prior year was 29.93%. This increase was due to capital acquisitions during the current year. Capital asset balances as of June 30, 2025 and 2024 were as follows:

Table 6

Comparative Schedule of Capital Assets

	2025	2024	Change	% Change
Land, building, and improvement	$ 28,589,253	$ 28,589,253	$ -	0.00 %
Automotive equipment	95,639	95,639	-	0.00 %
Office and operating equipment	3,998,706	3,977,194	21,512	0.54 %
Dredging costs	5,271,824	3,256,058	2,015,766	61.91 %
Multipurpose Heavy Lift Marine Terminal - CIP	3,584,682	-	3,584,682	100.00 %
Subtotals	41,540,104	35,918,144	5,621,960	15.65 %
Less: accumulated depreciation	(20,051,765)	(19,379,922)	(671,843)	3.47 %
Capital assets, net	$ 21,488,339	$ 16,538,222	$ 4,950,117	29.93 %

Debt Administration

The District incurred no new long-term debt in 2024-25. The decrease in net pension liability was a result of decrease in the District's share of the State-wide CalPERS net pension liability. The District is required to report its proportionate share of that liability in its financial statements. The decrease in other post-employment benefits was due to changes in staff eligible for other post-employment benefits. The ending balances for debts and other long-term liabilities, as of June 30, 2025 and 2024 are presented below in Table 7.

Table 7

Debt and Other Long-Term Liabilities

	2025	2024	Change	% Change
Notes Payable:				
Refunding Bonds Series 2014	$ 1,124,120	$ 1,500,802	$ (376,682)	(25.10)%
Compass BBVA Bank Loan	685,611	854,830	(169,219)	(19.80)%
Sale installment note payable	4,928,000	5,454,000	(526,000)	(9.64)%
Total notes payable	6,737,731	7,809,632	(1,071,901)	(13.73)%
Other Long-Term Liabilities:				
OPEB	94,816	139,510	(44,694)	(32.04)%
Net pension liability	1,479,612	1,488,345	(8,733)	(0.59)%
Total debt and other long-term liabilities	$ 8,312,159	$ 9,437,487	$ (1,125,328)	(11.92)%

ECONOMIC FACTORS

The District is in the pre-development phase of a Multipurpose Heavy Lift Marine Terminal on Humboldt Bay with an opportunity to support the emerging offshore wind industry. This project has been the recipient of multiple grant awards with the goal of replacing antiquated marine infrastructure, rural job creation and, attracting an emerging industry to Humboldt County. The District is also actively marketing cruise lines and other shippers to expand Humboldt Bay as a port of call.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Humboldt Bay Harbor Recreation and Conservation District
P.O. Box 1030
Eureka, California 95502

BASIC FINANCIAL STATEMENTS

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

STATEMENT OF NET POSITION - PROPRIETARY FUND
JUNE 30, 2025

ASSETS	
CURRENT ASSETS:	
Cash and cash equivalents	$ 1,079,854
Restricted cash and cash equivalents	813,517
Account and grant receivables, net	1,619,067
Prepaid insurance	36,329
Lease receivable	681,664
Total current assets	4,230,431
NONCURRENT ASSETS:	
Nondepreciable capital assets	12,601,610
Depreciable capital assets, net	8,886,729
Lease receivable, net of current portion	2,268,342
Total noncurrent assets	23,756,681
Total assets	27,987,112
DEFERRED OUTFLOWS OF RESOURCES	
Pension	480,892
Bond refunding	4,109
Total deferred outflows of resources	485,001
Total assets and deferred outflows of resources	$ 28,472,113

The accompanying notes are an integral part of these financial statements.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
STATEMENT OF NET POSITION - PROPRIETARY FUND
JUNE 30, 2025

LIABILITIES	
CURRENT LIABILITIES:	
Accounts payable	$ 3,693,800
Accrued wages, payroll taxes, and benefit	39,119
Unearned income	163,198
Compensated absences	119,451
Customer deposits payable	192,391
Notes payable	190,571
Total current liabilities	4,398,530
NONCURRENT LIABILITIES:	
Net OPEB liabilities	94,816
Net pension liabilities	1,479,612
Notes payable, net of current portion	6,547,160
Total noncurrent liabilities	8,121,588
Total liabilities	12,520,118
DEFERRED INFLOWS OF RESOURCES	
OPEB	10,067
Pension	38,154
Lease	2,690,202
CalTrans Spartina	644,324
CalTrans Eelgrass	117,983
Total deferred inflows of resources	3,500,730
Total liabilities and deferred inflows of resources	16,020,848
NET POSITION	
Net investment in capital assets	12,535,972
Restricted	813,517
Unrestricted	(898,224)
Total net position	12,451,265
Total liabilities, deferred inflows of resources, and net position	$ 28,472,113

The accompanying notes are an integral part of these financial statements.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2025

OPERATING REVENUES	
Sales and permits	$ 14,999
Slip rentals	906,082
Rents and leases	1,301,238
Harbor improvement surcharge	128,647
Other revenue	149,513
Total operating revenues	2,500,479
OPERATING EXPENSES	
Payroll and related cost	1,579,051
Commissioner's fees	36,000
Accounting and auditing	90,369
Advertising and promotion	2,543
Automobile expenses	24,877
Bad debts	93,768
Communications	15,987
Conference and meetings	21,269
Depreciation	671,843
Dues and subscriptions	52,017
Election and property tax administration fee	69,454
Insurance	302,309
Rent and lease	756
Legal and other professional fees	349,785
Office expenses	75,921
Operating supplies	20,727
Outside service	44,960
Redwood terminal 2 expenses	6,597
Repairs, maintenance, and small tools	143,056
Utilities	464,583
Other operating expenses	2,955
Total operating expenses	4,068,827
Operating income (loss)	$ (1,568,348)

Continued...

The accompanying notes are an integral part of these financial statements.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2025

NONOPERATING REVENUES (EXPENSES)	
General property taxes	$ 1,471,204
Investment income (loss)	297,759
Governmental grant	2,829,456
Grant expenses	(1,559,745)
Interest expenses	(494,679)
Other nonoperating expenses	(4,538)
Total nonoperating revenues (expenses)	2,539,457
Change in net position	971,109
Net position, beginning of year	11,529,013
Change in Accounting Principles	(48,857)
Net position, beginning of year, *as restated*	11,480,156
Net position, end of year	$ 12,451,265

The accompanying notes are an integral part of these financial statements.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

STATEMENT OF CASH FLOWS - PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 1,811,838
Receipts from suppliers	1,513,668
Payments to employees	(1,489,755)
Net cash provided by operating activities	1,835,751
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Taxes for general operations	1,471,204
Receipt of grant and contract funds from other governments	2,829,456
Expenditures of grant funds	(1,559,745)
Payments for other nonoperating costs	(4,538)
Net cash provided by noncapital financing activities	2,736,377
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments to acquire, construct, and improve capital assets	(5,621,960)
Principal payments on notes payable and bonds	(1,071,901)
Interest paid	(492,591)
Leases	(31,170)
Net cash used in capital and related financing activities	(7,217,622)
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest received	311,509
Net cash provided by investing activities	311,509
Increase (decrease) in cash and cash equivalents	(2,333,985)
Cash and cash equivalents, beginning of year	4,227,356
Cash and cash equivalents, end of year	$ 1,893,371
FINANCIAL STATEMENT PRESENTATION RECONCILIATION	
Cash and cash equivalents	$ 1,079,854
Restricted cash and cash equivalents	813,517
Cash and cash equivalents, end of year	$ 1,893,371

Continued...

The accompanying notes are an integral part of these financial statements.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
STATEMENT OF CASH FLOWS - PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2025

RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

Operating loss	$ (1,568,348)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:	
Bad debts	93,768
Depreciation	671,843
Changes in assets and liabilities:	
Accounts receivable, excluding bad debts	(342,165)
Prepaid insurance	151,261
Accounts payable	3,086,572
Customer deposits payable	1,607
Accrued wages, payroll taxes, and benefit	5,356
Compensated absences	19,637
Pension and OPEB liability and deferred outflows and inflows of resources	(288,119)
Unearned income	4,339
Net cash provided by operating activities	$ 1,835,751

The accompanying notes are an integral part of these financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Humboldt Bay Harbor Recreation and Conservation District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to the government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

This summary of significant accounting policies of the District is presented to assist in understanding the financial statements. The financial statements and notes are representations of management, who is responsible for their integrity and objectivity. These accounting policies have been consistently applied in the preparation of financial statements.

A. Reporting Entity

The accompanying financial statements include all organizations, activities, and functions that comprise the District. The District has no oversight responsibility over any other governmental unit and is not included in any other governmental “reporting entity” as defined in GASB pronouncements. The District is governed by a five-member Board of Commissioners from the five supervisorial districts in Humboldt County.

B. Nature of Activities

The District is a special district created in 1970 by the State of California. The District was formed for the development of Humboldt County's harbors and ports, for the promotion of commerce, navigation, fisheries, and recreation thereon, as well as the protection of the County's natural resources.

C. Basis of Presentation

The financial statements required by *GASB Statement No. 34, Basic Financial Statements - and Management’s Discussion and Analysis - for State and Local Governments*, as amended by *GASB Statement No. 63*, include a statement of net position, a statement of revenues, expenses, and changes in net position, and a statement of cash flows.

The District utilizes an enterprise fund, which is a proprietary fund type. Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Enterprise funds account for goods or services that are provided to outside parties. The District has elected to use the reporting model for special-purpose governments engaged only in business-type activities. In accordance with the business-type activities reporting model, the District prepares its statement of cash flows using the direct method.

D. Measurement Focus/Basis of Accounting

Measurement focus refers to what is being measured. The basis of accounting refers to the timing of the recognition of revenues and expenditures in the accounts and their reporting in the financial statements. Proprietary fund types are accounted for on an economic resources measurement focus using the accrual basis of accounting in which revenues are recognized when earned and expenses are recognized when the related liabilities are incurred.

The District distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the principal ongoing operations. The principal operating revenues of the District are charges to customers for rents and tidelands leases and harbor improvement surcharges. Operating expenses include the cost of maintaining the marina and tidelands, general and administrative expenses, and depreciation of capital assets.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONT'D

D. Measurement Focus/Basis of Accounting - Cont'd

All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. Other government grants represent nonoperating revenues received from other agencies related to harbor projects, including Spartina eradication, homeland security, port access, aquaponics expansion, and other initiatives. Other nonoperating income includes the portion of the PG&E funding (see Note 10) that has been recognized. Grant expenses primarily represent nonoperating expenses related to the other government grants nonoperating revenues.

When both restricted and unrestricted resources are available for use, the District uses restricted resources first, then unrestricted resources as they are needed.

E. Budget and Budgetary Accounting

The Board of Commissioners adopts a budget annually to be effective July 1st of the ensuing fiscal year. Budgets are adopted on a basis consistent with generally accepted accounting principles. Budgetary data for expenses, as revised, are presented in the accompanying supplementary information.

F. Allowance for Doubtful Accounts

The District evaluates the collectability of receivables in order to determine the allowance for doubtful accounts. As of June 30, 2025, the District determined that no allowance for doubtful accounts was necessary, based on historical experience, the District does not expect additional amounts to become uncollectable; however, if they are, they will be charged to operations as a bad debt expense. The impact of any bad debt expense recorded in the future is expected to be immaterial to the financial statements.

G. Cash, Cash Equivalents, and Investments

Cash and cash equivalents are considered to be all cash on hand, demand deposits, and pooled cash and investments. The pooled cash and investments consist of cash pooled with the Humboldt County Treasurer's Investment Pool and are used as a demand deposit account.

The District follows the authority governing investments for municipal governments set forth in the California Government Code, Sections 53601 through 53659. The County Treasurer’s Investment Pool is administered by the County of Humboldt Treasurer’s Office and conforms to the California Government Code. The County’s portfolio normally consists of U.S. Treasury issues, U.S. Agency agreements, banker’s acceptances, and the State of California Local Agency Investment Fund. All cash invested by the County in demand deposit accounts is collateralized to 110% with approved U.S. Government securities, such as Treasury Bills and other U.S. Treasury issues.

The fair value of the District’s investments in this pool is reported in the accompanying financial statements at amounts based upon the District’s pro-rata share of the fair value provided by the County Treasury for the entire County Treasury portfolio.

H. Capital Assets

The capitalization threshold for all capital assets is $2,000. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Assets that individually may be below threshold amounts are capitalized if collectively, they are above the threshold amount.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONT'D

H. Capital Assets - Cont'd

Depreciation of all exhaustible capital assets is charged as an expense against operations, with accumulated depreciation reflected in the statement of net position. Depreciation has been provided over the estimated useful lives using the straight-line method.

The estimated useful lives are as follows:

Assets class	Useful life
Equipment	3 - 10 Years
Dredging projects	10 Years
Buildings and improvements	5 - 40 Years

I. Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

J. Net Position

Net position represents the difference between assets and deferred outflows of resources, less liabilities and deferred inflows of resources. The District reports three categories of net position, as follows:

- *Net investment in capital assets* consists of net capital assets reduced by outstanding balances of any related debt obligations and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets and increased by balances of deferred outflows of resources related to those assets.
- *Restricted net position* is considered restricted, if its use is constrained to a particular purpose. Restrictions are imposed by creditors, grantors, contributors, laws, or regulations.
- *Unrestricted net position* consists of all other net positions that do not meet the definition of “net investment in capital assets” or “restricted net position” and are available for general use by the District.

K. Property Taxes

The lien date for secured property taxes is March 1st of each year. Taxes are levied as of July 1st on all secured real property and are due and payable on November 1st and February 1st of the following fiscal year. Humboldt County is responsible for assessing, collecting, and distributing property taxes in accordance with enabling legislation.

Since the passage of California Proposition 13, beginning with the fiscal year 1978-79, taxes are based either on a 1% rate applied to the 1975-76 assessed value of the property, or on 1% of the sales price of the property on sales transactions and construction which occur after the 1975-76 assessment. Assessed values on properties (exclusive of increases related to sales transactions and improvements) can rise at a maximum of 2% per year. The amount collected by the County is distributed in accordance with State law to the various public agencies. Therefore, the District does not levy a specific tax rate but receives a share of the property tax revenue based on the State formula.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONT'D

K. Property Taxes - Cont'd

During fiscal year 1993-94, an alternate method of property tax allocation (the "Teeter Plan") was adopted by the County. Under this Plan, the County's auditor/controller distributes 100% of current secured taxes billed to taxing entities during the current year, whether collected or not. The District recognizes property tax revenues on the accrual basis of accounting.

L. Postemployment Benefits other than Pensions

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. Pensions

For purposes of measuring the net pension liability and deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California Public Employees' Retirement System (CalPERS) Plan (the "Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when they are currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

N. Leases

Lessee

The District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the leased asset is amortized on a straight line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONT'D

N. Leases - Cont'd

Lessor

The District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The District uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its leases, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

O. Compensated Absences

All vested vacation is recognized as an expense and as a liability at the anniversary date of hire during the year ended June 30, 2025. The liability for compensated absences is reported as accrued vacation payable. Additionally, 50% of accrued sick hours over 240 is vested and reported as accrued sick leave payable. The accrued vacation payable and accrued sick leave payable are payable from unrestricted current assets.

P. Current Accounting Pronouncements

The District adopted the following new accounting pronouncements issued by the GASB during the current fiscal year ended June 30, 2025:

GASB has issued Statement No. 101, Compensated Absences, effective for the year ending June 30, 2025. This Statement amends the existing requirements related to Compensated Absences by updating the recognition and measurement guidance.

GASB has issued Statement No. 102, Certain Risk Disclosures, effective for the year ending June 30, 2025. This Statement's objective is to provide users of governmental financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints.

The District has evaluated the effects of these pronouncements and has determined that the adoption did not result in any material change.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONT'D

Q. Future Accounting Pronouncements

The District has adopted all current statements of the Governmental Accounting Standards Board(GASB) that are applicable. As of June 30, 2025, the District has not yet adopted the following new standards:

GASB has issued Statement No. 103, Financial Reporting Model Improvements, effective for the year ending June 30, 2026. This Statement's objective is to improve key components of the financial reporting model to enhance effectiveness in providing information that is essential for decision making and assisting a government's accountability. Additionally, the statements also address certain application issues.

GASB has issued Statement No. 104, Disclosure of Certain Capital Assets, effective for the year ending June 30, 2026, which requires capital assets held for sale, intangible assets, lease assets, and subscription assets to be broken out separately in note disclosure.

GASB Statement No. 105, Subsequent Events issued in December 2025. The requirements of this Statement are effective for fiscal years beginning after June 15, 2026, and all reporting periods thereafter. Earlier application is encouraged.

The District will evaluate the impact each of these pronouncements may have on its financial statements and will implement them as applicable and when material

NOTE 2 - CASH AND CASH EQUIVALENTS

The cash and cash equivalents as of June 30, 2025, were classified in the accompanying financial statements as follows:

Cash and cash equivalents	$ 1,079,854
Restricted cash and cash equivalents	813,517
Total cash and cash equivalents	$ 1,893,371

Restricted cash and cash equivalents activity as of June 30, 2025 was as follows:

	Marina Dredging Surcharge	Float Replacement Surcharge	Total
Unexpended cash from marina dredging and float replacement surcharges, June 30, 2024	$ (194,356)	$ 699,012	$ 504,656
Collections during the year	234,862	73,999	308,861
Unexpended cash from marina dredging and float replacement surcharges, June 30, 2025	$ 40,506	$ 773,011	$ 813,517
Restricted cash, June 30, 2025			$ 813,517

Total cash and cash equivalents as of June 30, 2025, consisted of the following:

Cash on hand	$ 1,112
Deposits held with financial institutions	1,171,775
Deposits held with the County Treasurer’s Investment Pool	720,459
Undeposited fund	25
Total cash and cash equivalents	$ 1,893,371

The District may invest in any obligations, bonds, or securities in accordance with Section 53601 of the California Government Code, provided that the investment is in compliance with any debt covenant.

Fair value of Deposits held with the County Treasurer’s Investment Pool as of June 30, 2025, was $726,943.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a failure by a financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code requires that financial institutions secure cash deposits made by state or local governments by pledging securities as collateral. The fair value of the pledged securities must equal at least 110% of the amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The District may waive collateral requirements for cash deposits that are fully insured up to $250,000 by the Federal Deposit Insurance Corporation.

NOTE 2 - CASH AND CASH EQUIVALENTS - CONT'D

Custodial Credit Risk - Cont'd

The District has not waived the collateralization requirement. The District had deposits with bank balances totaling $1,171,882 as of June 30, 2025. The District had an uninsured balance of $894,031, held with bank as of June 30, 2025.

The custodial credit risk for the County Treasurer's Investment Pool is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of government investment pools.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. The District does not have a specific policy which relates to interest rate risk.

Credit risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization; however, the external investment pool with the County Treasury is not rated.

NOTE 3 - CAPITAL ASSETS

Changes in capital assets as of June 30, 2025, were as follows:

	Beginning Balance	Additions	Ending Balance
Nondepreciable capital assets:			
Land	$ 8,801,701	$ -	$ 8,801,701
Dredging costs (old harbor)	215,227	-	215,227
Capital work-in-progress	-	3,584,682	3,584,682
Total nondepreciable capital assets	9,016,928	3,584,682	12,601,610
Depreciable capital assets:			
Building and improvement	19,787,552	-	19,787,552
Automotive equipment	95,639	-	95,639
Office and operating equipment	3,977,194	21,512	3,998,706
Dredging costs	3,040,831	2,015,766	5,056,597
Total depreciable capital assets	26,901,216	2,037,278	28,938,494
Less: accumulated depreciation	(19,379,922)	(671,843)	(20,051,765)
Depreciable capital assets, net	7,521,294	1,365,435	8,886,729
Total capital assets, net	$ 16,538,222	$ 4,950,117	$ 21,488,339

The total depreciation expense charged to operations for the year ended June 30, 2025, was $671,843.

NOTE 4 - NOTES PAYABLE

The following is a schedule of the changes in notes payable as of June 30, 2025:

	Beginning Balance	Deletion	Ending Balance	Current Portion
Series 2014 Refunding Bonds	$ 1,500,802	$ (376,682)	$ 1,124,120	$ 130,740
Compass BBVA Bank Loan	854,830	(169,219)	685,611	59,831
Series 2023 Installment Sale Obligations	5,454,000	(526,000)	4,928,000	-
Total	$ 7,809,632	$ (1,071,901)	$ 6,737,731	$ 190,571

Refunding of Debt:

On December 22, 2014, the District issued $3,333,674 in revenue bonds with an interest rate of 4.1%, to refund $2,180,000 of outstanding 2004 revenue bonds with an average interest rate of 5.417% and $1,241,382 of notes payable to the California Department of Boating and Waterways with an interest rate of 4.5%. The bonds are secured by net revenues of the District. The District used $217,702 of proceeds from the debt service reserve fund on the 2004 revenue bonds to fund the refunding issuance costs and reduce the balance borrowed on the 2014 refunding bonds.

The District used $43,600 of the proceeds from the refund to pay a call premium on the refunding. The call premium is recorded as a deferred outflow of resources and amortized as interest expense over the 15-year term of the bonds.

The annual requirements to amortize the outstanding bonds payable, as of June 30, 2025, are as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ 130,740	$ 23,045	$ 153,785
2027	269,577	37,994	307,571
2028	280,743	26,828	307,571
2029	292,371	15,199	307,570
2030	150,689	3,089	153,778
Total	$ 1,124,120	$ 106,155	$ 1,230,275

NOTE 4 - NOTES PAYABLE - CONT'D

Compass BBVA Bank Loan:

On March 8, 2016, the District borrowed $1,560,000 from Compass BBVA Bank, at a 5.99% annual interest rate. Payments of principal and interest are due semiannually with the first payment due July 1, 2016. The loan matures on July 1, 2030. In conjunction with this loan, the District entered into an installment sale agreement and pledged all net revenues as collateral with Compass BBVA Bank for the payment of this obligation.

As of June 30, 2025, future debt service related to this loan was as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ 59,831	$ 20,538	$ 80,369
2027	125,091	35,646	160,737
2028	132,696	28,041	160,737
2029	140,763	19,974	160,737
2030	149,321	11,415	160,736
Thereafter	77,909	2,337	80,246
Total	$ 685,611	$ 117,951	$ 803,562

Series 2023 Installment Sale Obligations

The District has entered into an agreement, represented by this Promissory Note, pursuant to the 2023 Installment Sale Agreement dated May 01, 2023. The agreement is executed and delivered by the District with Signature Public Funding Corp., a New York corporation and non-bank affiliate of Flagstar Bank.

The District promises to pay the total borrowed amount of $5,454,000 and interest is calculated at the rate of 4.25% from the Closing Date of May 25, 2023, or from the most recent 2023 obligation payment date to which interest has been paid or duly provided. Interest will be payable semiannually on each obligation payment date until the borrowed amount of $5,454,000 is paid in full.

As of June 30, 2025, future debt service related to this loan was as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 104,720	$ 104,720
2027	292,000	203,235	495,235
2028	304,000	190,570	494,570
2029	317,000	177,374	494,374
2030	331,000	163,604	494,604
2031 - 2035	1,876,000	590,113	2,466,113
2036 - 2040	1,808,000	157,718	1,965,718
Total	$ 4,928,000	$ 1,587,334	$ 6,515,334

NOTE 5 - LEASE RECEIVABLES

The District entered into various lease agreement with lease terms ranging from 1 to 29 years. As of June 30, 2025, the receivable balance was $2,950,006. The annual discount rate is 7% and monthly lease payments range from $48 to $9,429. Deferred inflows of resources were $2,690,202 and revenue recognized was $933,444.

Minimum lease payments receivable are as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ 681,664	$ 186,379	$ 868,043
2027	365,951	148,610	514,561
2028	234,439	127,200	361,639
2029	106,717	114,894	221,611
2030	114,322	107,289	221,611
2031-2035	586,484	406,059	992,543
2036-2040	341,936	249,334	591,270
2041-2045	455,680	109,340	565,020
2046-2050	62,813	10,957	73,770
Total	$ 2,950,006	$ 1,460,062	$ 4,410,068

NOTE 6 - OTHER POSTEMPLOYMENT BENEFITS

A. Plan Description

The District has established the Humboldt Bay Harbor Recreation and Conservation District Retiree Healthcare Plan (HC Plan), a single-employer plan. The HC Plan provides healthcare insurance for eligible retirees and their spouses. The District pays 100% of the health insurance premiums for retired employees with a minimum of ten years of service and who have reached a minimum of fifty-five years of age up until age sixty-five. The District pays 50% of the health insurance premiums for the retiree spouse, who must enroll in Medicare, if eligible. Any employee hired after December 1, 2011, will not be eligible for retiree health insurance. The HC Plan has not established or accumulated any assets in a trust. A separate financial report has not been prepared for the HC Plan.

Employees Covered

As of June 30, 2025, actuarial valuation, the following current and former employees were covered by the benefit terms under the HC Plan:

Active employees	1
Inactive employees or beneficiaries currently receiving benefits	1
Inactive employees entitled to, but not yet receiving benefits	-
Total	2

NOTE 6 - OTHER POSTEMPLOYMENT BENEFITS - CONT'D

B. Contributions

The HC Plan and its contribution requirements are established by agreements with the applicable employee bargaining units and may be amended by agreements between the District and the bargaining units. The annual contribution is based on the current insurance premiums due for the participating retirees. For the fiscal year ending June 30, 2025, the District's cash contributions were $38,436, and there was no estimated implied subsidy, resulting in total payments of $38,436. No trust has been created for the purpose of prefunding obligations for past services.

C. Funding Policy

The District funds post-employment health benefits on a pay-as-you-go basis. For the fiscal year ended June 30, 2025, the District's contributions for post-employment health benefit costs were $15,083.

D. Annual OPEB Cost and Net OPEB Obligation

The District's Net OPEB liability was measured as of June 30, 2025 and the Total OPEB liability used to calculate the Net OPEB liability was determined by an actuarial valuation as of June 30, 2025.

E. Actuarial Methods and Assumptions:

The Total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Cost Method	Entry-age actuarial cost method
Discount Rate	5.2%
Inflation	2.5%
Salary Increases	2.75% per annum, in aggregate
Investment Rate of Return	5.2% net of expenses
Mortality Rate	Derived using 2021 CalPERS Mortality for Miscellaneous and Schools Employees tables
Pre-Retirement Turnover	Derived using 2021 CalPERS Turnover for Miscellaneous Employees tables
Healthcare Trend Rate	4.00%

There were no plan assets as of June 30, 2025.

F. Discount Rate

The discount rate used to measure the total OPEB liability was 5.2%, based on an index of 20-year General Obligation municipal bonds. The projection of cash flows used to determine the discount rate assumed that District contributions would be sufficient to fully fund the obligation over a period not to exceed 30 years.

NOTE 6 - OTHER POSTEMPLOYMENT BENEFITS - CONT'D

G. Information Related to Assumptions and Other Inputs

The following is the table on which the assumptions are based.

Mortality	2021 CalPERS Mortality for Miscellaneous and Schools Employees The mortality assumptions are based on the 2021 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. 2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees The mortality assumptions are based on the 2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables.
Retirement	2021 CalPERS 2.0%@55 Rates for Miscellaneous Employees The retirement assumptions are based on the 2021 CalPERS 2.0%@55 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.
Turnover	2021 CalPERS Turnover for Miscellaneous Employees The turnover assumptions are based on the 2021 CalPERS Turnover for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, actual plan provisions and plan data were used.

The alternative measurement method was not used in this valuation.

H. Changes in Net OPEB Liability

The changes in Net OPEB liability as of June 30, 2025 are as follows:

Net OPEB liability - beginning of year	$	139,510
Service cost		2,907
Interest on total OPEB liability		4,785
Employer contribution as Benefit Payments		(38,436)
Experience (Gains)/Losses		(10,939)
Changes in assumptions		(3,011)
Net changes during 2024-25		(44,694)
Net OPEB liability - end of year	$	94,816

NOTE 6 - OTHER POSTEMPLOYMENT BENEFITS - CONT'D

I. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

Sensitivity of the Net OPEB liability to changes in the discount rate. The following presents the Net OPEB liability, as well as what the Net OPEB liability would be, if it was calculated using a discount rate (5.2 percent) that is 1-percentage-point lower (4.2 percent) or 1-percentage-point higher (6.2 percent) than the current discount rate:

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB liability	$ 97,200	$ 94,816	$ 92,357

J. Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

Sensitivity of the Net OPEB liability to changes in the healthcare cost trend rates. The following presents the Net OPEB liability, as well as what the Net OPEB liability would be if it were calculated using healthcare cost trend rates (4.00 percent) that are 1-percentage-point lower (3.00 percent) or 1-percentage-point higher (5.00 percent) than the current healthcare cost trend rates:

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB liability	$ 90,345	$ 94,816	$ 99,585

K. Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time.

Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expenses. The recognition period differs depending on the source of the gain or loss.

L. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2025, the District recognized OPEB expense/(income) of $3,822.

As of the fiscal year, ended June 30, 2025, the District reported deferred outflows and inflows of resources related to OPEB as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ -	$ (2,254)
Difference between expected and actual experience	-	(7,813)
Total	$ -	$ (10,067)

NOTE 6 - OTHER POSTEMPLOYMENT BENEFITS - CONT'D

L. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB - Cont'd

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended June 30	Deferred Outflow/ (Inflows) of Resources
2026	$ (4,091)
2027	(3,987)
2028	(1,989)
Total	$ (10,067)

M. Payable to the HC Plan

As of June 30, 2025, the District reported no amount payable for any outstanding amount of contributions to the HC plan required for the year ended June 30, 2025.

NOTE 7 - PENSION PLAN

A. Plan Description

The Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (the "Plan") is administered by the California Public Employees' Retirement System (CalPERS). The plan consists of a miscellaneous risk pool and a risk safety pool, which are comprised of individual employer miscellaneous and safety rate plans, respectively. Individual employers may sponsor more than one miscellaneous and safety rate plan. The District does not have any rate plans in the safety risk pool.

B. Benefits Provided

The Plan provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Classic members and PEPRA Safety members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. PEPRA Miscellaneous members with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The death benefit is the Basic Death Benefit. The costs of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The Plan's provisions and benefits in effect as of June 30, 2025 are summarized as follows:

Employer rate plan	Miscellaneous Prior to January 01, 2013	PEPRA Misc. on or after January 01, 2013
Benefit formula	2.0% @ 55	2.0% @ 62
Benefit vesting schedule	5 years' service	5 years' service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50	52
Required employee contribution rates	6.93%	7.75%
Required employer contribution rates	11.88%	7.68%

NOTE 7 - PENSION PLAN - CONT'D

C. Contribution

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

The District's contributions to the Miscellaneous Risk Pool plan for the year ended June 30, 2025, was $193,880.

D. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2025, the District reported net pension liability of $1,479,612 for its proportionate share of net pension liability of the Miscellaneous Risk Pool.

The District's proportionate share of the net pension liability as of June 30, 2025 and June 30, 2024, for the Miscellaneous Risk Pool was as follows:

Proportion - June 30, 2024	0.029764	%
Proportion - June 30, 2025	0.030592	%
Change - increase/(decrease)	0.000828	%

For the year ended June 30, 2025, the District recognized pension expense of $98,917. As of June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 111,186	$ -
Change in assumptions	36,999	-
Differences between projected and actual investment earnings	103,062	-
Change in employer's proportion	-	-
Differences between employer's contributions and proportionate share of contributions	35,765	(38,154)
Contributions subsequent to measurement date	193,880	-
Total	$ 480,892	$ (38,154)

NOTE 7 - PENSION PLAN - CONT'D

D. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions - Cont'd

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expenses as follows:

Year Ending June 30	Deferred Outflows/ (Inflows) of Resources
2026	$ 82,327
2027	183,441
2028	6,150
2029	(23,060)
Total	$ 248,858

E. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

Total pension liability for the June 30, 2024 measurement period was determined by an actuarial valuation as of June 30, 2022, with updated procedures used to roll forward the total pension liability to June 30, 2024. The total pension liability was based on the following assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table*	Derived using CalPERS' Membership Data for all Funds
Post-retirement Benefit Increases	Contract COLA up to 2.30% until Purchasing Power Protection Allowance Floor on Purchasing Power applies

*The mortality table used was developed based on CalPERS-specific data. The rates incorporate generational mortality to capture ongoing mortality improvement using 80% of scale MP 2020 published by the society of actuaries.

F. Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 7 - PENSION PLAN - CONT'D

G. Long-term Expected Rate of Return

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long term projected portfolio return.

The expected real rates of return by asset class are as follows:

Asset Class*	Assumed Asset Allocation	Real Return Years 1 - 10*,**
Global equity- cap weighted	30.00 %	4.54 %
Global equity- noncap weighted	12.00 %	3.84 %
Private equity	13.00 %	7.28 %
Treasury	5.00 %	0.27 %
Mortgage- backed securities	5.00 %	0.50 %
Investment grade corporates	10.00 %	1.56 %
High yield	5.00 %	2.27 %
Emerging market debt	5.00 %	2.48 %
Private debt	5.00 %	3.57 %
Real assets	15.00 %	3.21 %
Leverage	(5.00)%	(0.59)%

*An expected inflation of 2.30% used for this period.

**Figures are based on the 2021-22 Asset Liability Management study.

H. Sensitivity of the Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability of the Miscellaneous Risk Pool as of the measurement date, calculated using the discount rate, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower or 1 percentage-point higher than the current rate:

	Discount Rate Less 1% (5.90%)	Current Discount Rate (6.90%)	Discount Rate Plus 1% (7.90%)
Net pension liability (asset)	$ 2,306,828	$ 1,479,612	$ 798,692

I. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial report.

Additional financial and actuarial information required for GASB Statement No. 68 disclosures is located in CalPERS' ACFR for the fiscal year ended June 30, 2024, and the CalPERS' GASB 68 Accounting Valuation Report for the public agency cost-sharing multiple-employer defined benefit pension plan, which is available on CalPERS' website at *https://www.calpers.ca.gov/docs/forms-publications/gasb-68.*

NOTE 8 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial coverage for each of those risks of loss. There have been no significant reductions in insurance coverage from the prior year. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this coverage in any of the past three years.

NOTE 9 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 15, 2026, the date at which the financial statements were available to be issued and have determined that no adjustments are necessary to the amounts reported in the accompanying financial statements nor have any subsequent events occurred, the nature of which would require disclosure.

NOTE 10 - CHANGE IN ACCOUNTING PRINCIPLES

During the year ended June 30, 2025, the District implemented the provisions of GASB Statement No. 101, which establishes updated accounting and financial reporting requirements for compensated absences. As a result of the implementation, the District determined that compensated absence liabilities were understated in the prior year by $48,857. Accordingly, the financial statements for the year ended June 30, 2025, have been restated to reflect this adjustment.

A description, and the effect of the changes, is as follows:

Net position previously reported, June 30, 2024	$ 11,529,013
Change in Accounting Principles	(48,857)
Net position, as restated, July 1, 2024	$ 11,480,156

REQUIRED SUPPLEMENTARY INFORMATION

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY
LAST TEN YEARS*

Measurement Period, June 30	2025	2024	2023	2022	2021	2020	2019	2018
Service cost	$ 2,907	$ 2,939	$ 2,890	$ 3,392	$ 4,715	$ 3,771	$ 20,986	$ 19,877
Interest on total OPEB liability	4,785	5,556	6,071	4,454	6,905	7,841	19,794	21,313
Employer contribution as benefit payments	(38,436)	(37,184)	(33,459)	(32,364)	(55,906)	(75,367)	(83,586)	(80,371)
Experience gains/losses	(10,939)	-	8,046	-	(80,755)	(5,321)	(118,069)	-
Changes in assumptions	(3,011)	(1,152)	(989)	(9,400)	2,952	16,988	3,564	-
Net change in net OPEB liability	(44,694)	(29,841)	(17,441)	(33,918)	(122,089)	(52,088)	(157,311)	(39,181)
Net OPEB liability - beginning of year	139,510	169,351	186,792	220,710	342,799	394,887	552,198	591,379
Net OPEB liability - end of year	$ 94,816	$ 139,510	$ 169,351	$ 186,792	$ 220,710	$ 342,799	$ 394,887	$ 552,198
Covered employee payroll	$ 65,783	$ 58,486	$ 6,565	$ 41,913	$ 47,351	$ 60,367	$ 276,928	$ 376,937
Net OPEB liability as a percentage of covered employee payroll	144.13 %	238.54 %	2,579.60 %	445.67 %	466.11 %	567.86 %	142.60 %	146.50 %

NOTES TO SCHEDULE

1. The District's retiree healthcare plan had no assets accumulated in a trust that meets the criteria in Governmental Accounting Standards Board Statement no. 75, paragraph 4.
2. Changes in assumptions - Discount rate changed from 3.93% to 5.2%.
3. There are no statutorily or contractually established contribution requirements.

* Historical information is required only for measurement periods for which GASB 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM
LAST TEN YEARS*

	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Plan's Proportion of the Net Pension Liability/(Asset)	0.030592%	0.029760%	0.030100%	0.030425%	0.027280%	0.010080%	0.009570%	0.009500%	0.009023%	0.007965%
Plan's Proportionate Share of the Net Pension Liability/(Asset)	$ 1,479,612	$ 1,488,345	$ 1,408,435	$ 577,703	$ 1,150,835	$ 1,033,203	$ 921,868	$ 941,780	$ 780,795	$ 546,685
Plan's Covered-Employee Payroll	$ 947,863	$ 1,024,217	$ 832,988	$ 788,024	$ 764,169	$ 764,169	$ 889,228	$ 794,364	$ 863,258	$ 871,775
Plan's Proportionate Share of the Net Pension Liability/(Asset) as Percentage of Covered-Employee Payroll	156.10%	145.32%	169.08%	73.31%	150.60%	135.21%	103.67%	118.56%	90.45%	62.71%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	75.86%	74.44%	75.98%	89.43%	77.39%	79.58%	78.81%	77.50%	80.01%	83.38%

* Historical information is required only for measurement periods for which GASB 68 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
SCHEDULE OF PENSION CONTRIBUTIONS
CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM
LAST TEN YEARS*

	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Actuarially Determined Contributions	$ 193,880	$ 171,732	$ 173,016	$ 150,868	$ 136,505	$ 55,338	$ 54,414	$ 53,870	$ 83,233	$ 75,091
Actual Contributions During the Measurement Period	(193,880)	(171,732)	(173,016)	(150,868)	(136,505)	(55,338)	(54,414)	(53,870)	(83,233)	(75,091)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered employee payroll	$ 947,863	$1,024,217	$ 832,988	$ 788,024	$ 764,169	$ 764,169	$ 889,228	$ 794,364	$ 863,258	$ 871,775
Contributions as a Percentage of Covered Employee Payroll	20.45 %	16.77 %	20.77 %	19.15 %	17.86 %	7.24 %	6.12 %	6.78 %	9.64 %	8.61 %

* Historical information is required only for measurement periods for which GASB 68 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

STATEMENT OF REVENUES AND EXPENSES - BUDGET TO ACTUAL - MARINA AND GENERAL FOR THE YEAR ENDED JUNE 30, 2025

	Marina			General		
	Budget	Actual	Variance Favorable (Unfavorable)	Budget	Actual	Variance Favorable (Unfavorable)
OPERATING REVENUES						
Sales and permits	$ 11,720	$ 12,999	$ 1,279	$ 2,000	$ 2,000	$ -
Slip rentals	971,773	893,339	(78,434)	-	12,743	12,743
Rents and leases	224,554	242,388	17,834	-	1,058,850	1,058,850
Harbor improvement surcharge	-	-	-	-	128,647	128,647
Other revenues	124,450	109,945	(14,505)	-	39,568	39,568
Total operating revenues	1,332,497	1,258,671	(73,826)	2,000	1,241,808	1,239,808
OPERATING EXPENSES						
Payroll and related costs	675,172	582,725	92,447	668,686	996,326	(327,640)
Commissioner's fees	-	-	-	36,000	36,000	-
Advertising and promotion	550	796	(246)	4,007	1,747	2,260
Bad debt	3,216	-	3,216	-	93,768	(93,768)
Communications	-	120	(120)	11,000	15,867	(4,867)
Conference and meetings	200	2,789	(2,589)	21,629	18,480	3,149
Dues and subscriptions	600	6,836	(6,236)	42,000	45,181	(3,181)
Elections and property tax administration fees	-	-	-	(167)	69,454	(69,621)
Insurance	52,900	108,287	(55,387)	17,156	194,022	(176,866)
Automotive expenses	89	1,500	(1,411)	11,819	23,377	(11,558)
Office expenses	250	-	250	26,450	75,921	(49,471)
Operating supplies	16,637	17,903	(1,266)	-	2,824	(2,824)
Outside services	17,722	26,005	(8,283)	17	18,955	(18,938)
Legal and other professional fees	-	-	-	53,748	349,785	(296,037)
Accounting fees	-	-	-	80,000	90,369	(10,369)
Repairs and maintenance	48,966	34,631	14,335	7,206	108,425	(101,219)
Utilities	275,548	227,665	47,883	8,500	236,918	(228,418)
Rent and leases	-	-	-	-	756	(756)
Redwood terminal 2 expenses	-	-	-	-	6,597	(6,597)
Dredging expenses	2,000,000	-	2,000,000	790	-	790
Other operating expenses	1,700	1,454	246	-	1,501	(1,501)
Depreciation	-	358,565	(358,565)	-	313,278	(313,278)
Total operating expenses	3,093,550	1,369,276	1,724,274	988,841	2,699,551	(1,710,710)
Operating income (loss)	$ (1,761,053)	$ (110,605)	$ 1,650,448	$ (986,841)	$ (1,457,743)	$ (470,902)

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

STATEMENT OF REVENUES AND EXPENSES - BUDGET TO ACTUAL - MARINA AND GENERAL FOR THE YEAR ENDED JUNE 30, 2025

	Marina			General		
	Budget	Actual	Variance Favorable (Unfavorable)	Budget	Actual	Variance Favorable (Unfavorable)
NONOPERATING REVENUES						
Investment income	$ 70	$ 6,702	$ 6,632	$ 6,420	$ 291,057	$ 284,637
Other government grants	809	-	(809)	51,166	2,829,456	2,778,290
General property taxes	-	-	-	1,210,000	1,471,204	261,204
Total nonoperating revenues	879	6,702	5,823	1,267,586	4,591,717	3,324,131
NONOPERATING EXPENSES						
Grant expenses	-	-	-	-	1,559,745	(1,559,745)
Interest expenses	148,259	270,753	(122,494)	100,143	223,926	(123,783)
Other nonoperating expenses	-	-	-	2,500	4,538	(2,038)
Total nonoperating expenses	148,259	270,753	(122,494)	102,643	1,788,209	(1,685,566)
Net nonoperating revenues (expenses)	(147,380)	(264,051)	(116,671)	1,164,943	2,803,508	1,638,565
Change in net position	$ (1,908,433)	$ (374,656)	$ 1,533,777	$ 178,102	$ 1,345,765	$ 1,167,663

SUPPLEMENTARY INFORMATION

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

STATEMENT OF REVENUES AND EXPENSES - UNRESTRICTED AND TIDELANDS TRUST FOR THE YEAR ENDED JUNE 30, 2025

	Unrestricted	Tidelands Trust	Total
OPERATING REVENUES			
Sales and permits	$ 7,899	$ 7,100	$ 14,999
Slip rentals and dredging/float replacement	-	906,082	906,082
Utility charges	123,823	55,890	179,713
Rents and Leases	838,460	2,910	841,370
Rents - tideland leases	-	334,475	334,475
Late fees and interest on past due accounts	6,583	54,639	61,222
Harbor improvement surcharge	-	128,647	128,647
Pilotage services	-	1,571	1,571
Other revenue	50	32,350	32,400
Total operating revenues	976,815	1,523,664	2,500,479
OPERATING EXPENSES			
Salaries and wages	540,079	447,312	987,391
Payroll benefits	467,047	124,613	591,660
Commissioner's fees	25,200	10,800	36,000
Advertising and promotion	1,477	1,066	2,543
Bad debts	-	93,768	93,768
Communications	13,918	2,069	15,987
Conference and meetings	18,371	2,898	21,269
Dues and subscriptions	25,680	8,047	33,727
County elections fees and property taxes	69,454	-	69,454
Insurance	175,024	127,285	302,309
Automotive expenses	15,938	8,939	24,877
Office expenses	75,488	433	75,921
Operating supplies	2,824	17,903	20,727
Outside services	18,955	26,005	44,960
Permits	18,290	-	18,290
Legal and professional fees	275,985	73,800	349,785
Accounting fees	24,750	65,619	90,369
Rents and leases	756	-	756
Repairs and maintenance	86,621	56,435	143,056
Utilities	343,008	121,575	464,583
Redwood terminal 2 expenses	6,597	-	6,597
Other operating expenses	2,607	348	2,955
Depreciation	313,278	358,565	671,843
Total operating expenses	2,521,347	1,547,480	4,068,827
Operating income (loss)	$ (1,544,532)	$ (23,816)	$ (1,568,348)

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

STATEMENT OF REVENUES AND EXPENSES - UNRESTRICTED AND TIDELANDS TRUST FOR THE YEAR ENDED JUNE 30, 2025

	Unrestricted	Tidelands Trust	Total
NONOPERATING REVENUES			
Investment income	$ 174,123	$ 123,636	$ 297,759
General property taxes	1,471,204	-	1,471,204
Other government grants	1,383,980	1,445,476	2,829,456
Total nonoperating revenues	3,029,307	1,569,112	4,598,419
NONOPERATING EXPENSES			
Interest expenses	143,290	351,389	494,679
Grant expenses	1,083,778	475,967	1,559,745
Other nonoperating expenses	2,740	1,798	4,538
Total nonoperating expenses	1,229,808	829,154	2,058,962
Net nonoperating revenues (expenses)	1,799,499	739,958	2,539,457
Change in net position	254,967	716,142	971,109
Net position, beginning of year	12,405,295	(876,282)	11,529,013
Change in Accounting Principles	(26,871)	(21,986)	(48,857)
Net position, beginning of year, *as restated*	12,378,424	(898,268)	11,480,156
Net position, end of year	$ 12,633,391	$ (182,126)	$ 12,451,265

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT

STATEMENT OF REVENUES AND EXPENSES - MARINA AND GENERAL
FOR THE YEAR ENDED JUNE 30, 2025

	Marina	General	Total
OPERATING REVENUES			
Sales and permits	$ 12,999	$ 2,000	$ 14,999
Slip rentals	893,339	12,743	906,082
Rents and leases	242,388	1,058,850	1,301,238
Harbor improvement surcharge	-	128,647	128,647
Other revenue	109,945	39,568	149,513
Total operating revenues	1,258,671	1,241,808	2,500,479
OPERATING EXPENSES			
Payroll and related costs	582,725	996,326	1,579,051
Commissioner's fees	-	36,000	36,000
Advertising and promotion	796	1,747	2,543
Bad debts	-	93,768	93,768
Communications	120	15,867	15,987
Conference and meetings	2,789	18,480	21,269
Dues and subscriptions	6,836	45,181	52,017
Elections and property tax administration fees	-	69,454	69,454
Insurance	108,287	194,022	302,309
Automotive expenses	1,500	23,377	24,877
Office expenses	-	75,921	75,921
Operating supplies	17,903	2,824	20,727
Outside services	26,005	18,955	44,960
Accounting fees	-	90,369	90,369
Rent and leases	-	756	756
Legal and other professional fees	-	349,785	349,785
Repairs and maintenance	34,631	108,425	143,056
Utilities	227,665	236,918	464,583
Redwood terminal 2 expenses	-	6,597	6,597
Other operating expenses	1,454	1,501	2,955
Depreciation	358,565	313,278	671,843
Total operating expenses	1,369,276	2,699,551	4,068,827
Operating income (loss)	$ (110,605)	$ (1,457,743)	$ (1,568,348)

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
STATEMENT OF REVENUES AND EXPENSES - MARINA AND GENERAL
FOR THE YEAR ENDED JUNE 30, 2025

	Marina	General	Total
NONOPERATING REVENUES			
Investment income	$ 6,702	$ 291,057	$ 297,759
General property taxes	-	1,471,204	1,471,204
Other government grants	-	2,829,456	2,829,456
Total nonoperating revenues	6,702	4,591,717	4,598,419
NONOPERATING EXPENSES			
Interest expenses	270,753	223,926	494,679
Grant expenses	-	1,559,745	1,559,745
Other nonoperating expenses	-	4,538	4,538
Total nonoperating expenses	270,753	1,788,209	2,058,962
Net nonoperating revenues (expenses)	(264,051)	2,803,508	2,539,457
Change in net position	$ (374,656)	$ 1,345,765	$ 971,109

COMPLIANCE SECTION

HARSHWAL® & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Commissioners
Humboldt Bay Harbor Recreation and Conservation District
Eureka, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Humboldt Bay Harbor Recreation and Conservation District (the "District"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated July 15, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Harshwal & Company LLP

San Diego, California
July 15, 2026

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED JUNE 30, 2025

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified that are not considered to be material weakness?	None reported
• Noncompliance material to financial statements noted?	No

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED JUNE 30, 2025

SECTION II - FINANCIAL STATEMENTS FINDINGS

There are no findings in the current year to report.

HUMBOLDT BAY HARBOR RECREATION AND CONSERVATION DISTRICT
STATUS OF PRIOR YEAR'S FINDINGS AND RESPONSES
FOR THE YEAR ENDED JUNE 30, 2025

There were no findings reported in the prior year.

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

STAFF REPORT
HARBOR DISTRICT MEETING
August 13, 2026

TO: Honorable Board President and Harbor District Board Members

FROM: Chris Mikkelsen, Executive Director

DATE: July 26, 2026

TITLE: Authorize the Executive Director to Negotiate and Execute a Contract with Moffat & Nichol for the Continued and Expanded Planning, Permitting and Design Services, Funded by the California Energy Commission Waterfront Facility Improvement Program – OSW 25

STAFF RECOMMENDATION: Staff recommends the Board authorize the Executive Director to negotiate and execute a contract with Moffat & Nichol in the amount of $15,216,267 to fulfill planning, permitting and design services in support of the proposed Humboldt Heavy Lift Marine Terminal, as funded through the California Energy Commission (CEC) Waterfront Facility Improvement Program (WFIP).

SUMMARY: The District is currently advancing permitting, planning, and design for the proposed Heavy Lift Marine Terminal to support West Coast offshore wind energy development. Most project components are progressing toward 30% design through prior and existing federal and state funding. Ongoing agency, tribal, community, and interested party engagement has identified the need for additional environmental and technical studies. The Harbor District received the CEC WFIP grant to fund these studies, further advance the project design, and support and expand continued community engagement. Under this agreement, the Harbor District would contract Moffatt & Nichol (M&N) and its subconsultants to complete the work described in the Grant Agreement Scope of Work (SOW). The specific tasks within the SOW to be performed by M&N and its subconsultants shall include those specific tasks specified in the Summary of Tasks, attached as Exhibit ‘A’. Work authorized under the contract will be periodic, by task and scope, and not authorized in whole or as a lump sum.

ATTACHMENTS:

A. Summary of Tasks
B. Draft Contract
C. Grant Scope of Work

Attachment A

Summary of Tasks

Task #	Task/Subtask Name	Budget
1.1	Products	$0
1.2	Kick-off Meeting	$5,000
1.3	CPR Meeting	$10,000
1.4	Final Meeting	$9,000
1.5	Monthly Calls	$20,000
1.6	Quarterly Progress Reports and Invoices	$12,000
1.7	Final Report	$35,000
1.11	Technical Advisory Committee (TAC)	$15,700
1.12	TAC Meetings	$68,500
1.13	Project Performance Metrics	$20,000
1.14	Project Management	$800,000
1.15	Evaluation of Project Benefits	$30,000
	Task 1 Total	$1,025,200
2.1	Community Engagement Strategy	$89,500
2.2	Tribal Government Consultation and Engagement Strategy	$130,500
2.3	Stakeholder Engagement Strategy	$69,500
2.4	Agency Engagement Strategy	$91,830
2.5	Audio Visual Community Engagement Materials	$271,900
	Task 2 Total	$653,230
5.1	Emissions Reduction Strategy	$75,000
5.2	Workforce Development Strategy	$50,000
5.3	Assembly Bill 3 Contribution Analysis	$12,000

5.4	Geotechnical Marine Borings	$1,950,000
5.5	Full Mission Bridge Navigation and Tow-Out Simulations	$400,000
5.6	Visual Simulations	$200,000
5.7	Noise Technical Studies	$175,000
5.8	Green Terminal Standards	$100,000
5.9	Bay Water Intake and Piping Relocation Design	$226,200
5.1	Analysis of Modifying the Federal Navigation Channel	$250,000
5.11	Biosecurity Policy Paper	$350,000
5.12	Port Design Optimization Modeling	$150,000
5.13	Marine Mammal and Bird Monitoring	$518,500
5.14	Marine Biology Analysis	$245,190
	Task 5 Total	$4,701,890
6.1	Woodley Island Fisherman's Work dock Design	$582,780
6.2	Mariculture Tenant Relocations – Mariculture Site Use Replacement	$400,000
6.4	Advanced Planning: Mitigation Site 1 - Ecological Center	$3,874,352
6.5	Advanced Planning: Mitigation Site 2 - Biological	$1,805,670
6.6	Advanced Planning: Recreation Use Replacement – Aquatic Center	$1,181,757
	Task 6 Total	$7,844,559
7.1	Cost Estimate	$250,000
7.2	Supplemental Advanced Engineering and Environmental Studies	$741,388
	Task 7 Total	$991,388
	Full Total	$15,216,266.95

Purchase Order No. XXXX

**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
MOFFATT AND NICHOL FOR
WATERFRONT FACILITY IMPROVEMENT PROGRAM**

This Agreement is made on August XX, 2026, between the Humboldt Bay Harbor, Recreation and Conservation District, a Special District of the State of California (referred to as "District"), and Moffat and Nichol, a California Corporation (referred to as “Consultant”).

RECITALS

WHEREAS, the District and Moffatt & Nichol are parties to an existing professional services agreement related to the Redwood Marine Heavy Lift Terminal; and the District desires to retain Moffatt & Nichol under this separate Agreement to perform additional services in support of the Waterfront Facilities Improvement Project (WFIP), funded under a separate grant program, as more particularly described herein as the “Services” or “Project.”

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the District desires to retain Consultant for such Services.

WHEREAS, the Services under this Agreement are funded in whole or in part by a grant awarded to the District by the California Energy Commission (“CEC”), and such funding requires the flow-down of certain terms and conditions to subrecipients and consultants performing grant-funded work.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, “Scope of Work and Compensation” attached hereto and incorporated herein and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement.

2. Standards of Performance:

   A. *Standard of Care*. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

   B. *Accuracy of Services*. District shall not be responsible for discovering deficiencies in the technical accuracy of Consultant’s Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in District-furnished information. However, District shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by District to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

   C. *Special Conditions*. Consultant shall comply with all additional terms set forth in Exhibit B “Special Conditions,” if any are so required: ______ Special Conditions; ________ No Special Conditions.

3. Compensation for Services, Payment:

   A. *Compensation*. District shall pay Consultant as set forth in Exhibit A, not to exceed $15,216,273.

B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to District no more than once per month and no later than the 15th day of each month.

C. *Payments*. All reasonable efforts will be made by District to pay undisputed invoices within 60 days of receipt. If District contests an invoice, District may withhold that portion so contested and pay the undisputed portion.

D. *Withholding Of Payment*. The District may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

A. *Commencement*. Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until March 31, 2029. No work, services, material or equipment shall be performed or furnished under this Agreement until the District has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.

B. *Time for Completion.* Consultant shall complete Services as set forth in Exhibit A. If District authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then District shall be entitled to the recovery of proximate damages resulting from such failure.

C. *Suspension and Termination*.

1) Suspension. At any time and for any reason, the District may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the District has provided written notice to Consultant to re-commence Services.

2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3) Project Suspension or Abandonment. The District may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.

D. *Payments Upon Termination.* In the event of any termination under this Section 4, Consultant will be entitled to invoice the District and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to District.* Prior to the effective date of termination, the Consultant will deliver to District all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which District has compensated Consultant, and all such material shall become the property of the District upon delivery.

5. Independent Contractor: Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the District. Consultant is not to be considered an agent or employee of the District. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.

6. Insurance: Consultant shall maintain insurance throughout the duration of this Agreement and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

   A. *Commercial General Liability (CGL)*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

   B. *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

   C. *Workers' Compensation*: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   D. *Professional Liability (Errors and Omissions)*: Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

   F. *General Conditions Pertaining to Insurance*:

      1) Consultant shall have its insurer endorse the third-party general liability coverage to include as additional insureds the District, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the District. Consultant's policy shall not seek contribution from the District's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

      2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

3) All self-insured retentions (SIR) must be disclosed to the District for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.

4) The District reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the District's right.

5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the District.

6) Consultant agrees to waive subrogation rights against the District regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.

7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the District at or prior to the execution of the Agreement.

8) All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the District's protection without the District's prior written consent.

9) The District reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increased benefit to the District.

10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

7. Indemnity: When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and any and all of its boards (including, boards, commissions, committees and task forces), officials, employees and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

   Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

   Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written consent of the District. In the event subcontracting is approved, the following shall apply:

   A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

   B. Each subcontractor shall be obligated to Consultant and the District in the same manner and to the same extent as Consultant is obligated to the District under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.

   C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the District, Consultant shall provide insurance certificates and endorsements of its subcontractors.

9. Document Submission and Title to Documents: Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the District upon delivery. District may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.

10. Permits and Licenses: Prior to execution of the Agreement, the Consultant shall obtain and maintain throughout the Agreement period all licenses and permits required by law including but not limited to a valid business license from the agency having jurisdiction over the area where work is to be performed, and to submit a copy of all such licenses and permits to the District prior to performing any work.

11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.

13. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the District or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow District representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

14. Designated Representatives. With the execution of this Agreement, Consultant and District shall designate specific individuals to act as Consultant's and District's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of District under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

15. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be

construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.

16. Disputes. District and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.

17. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between District and Consultant for the Services and supersedes all prior written or oral understandings.

18. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

19. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

21. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.

23. Waiver. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Scope of Work and Compensation
Exhibit B: Special Conditions
Exhibit CEC-1: California Energy Commission (CEC) Flow-Down Terms and Conditions (Subrecipient).

Consultant acknowledges that the Services under the Agreement are funded in whole or in part by the California Energy Commission and agrees to comply with Exhibit CEC-1, which is incorporated herein and made a material part of this Agreement.

Exhibit D: Subrecipient Invoice and Documentation Requirements.

Consultant shall submit invoices and supporting documentation in accordance with Exhibit D, Subrecipient Invoice and Documentation Requirements.

In the event of any conflict between this Amended Agreement and Exhibit CEC-1, Exhibit CEC-1 shall control with respect to California Energy Commission requirements.

25. Attorney’s Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney’s fees in such litigation or arbitration.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

DESIGNATED REPRESENTATIVES:

DISTRICT:		**CONSULTANT:**	
Name:		Name:	______________________________
Title:	Executive Director	Title:	______________________________
Phone:	707-443-0801	Phone:	______________________________
Email:		Email:	______________________________

(*Signatures on following page*)

Executed in Eureka, California on ____(date)

DISTRICT:

By:

Signature:_________________________________

Executive Director

Date: ____________________________________

CONSULTANT:

Firm Name:______________________________

By:______________________________________

Signature:_________________________________

Title: ____________________________________

Date: ____________________________________

Address: _________________________________

____

____

Email: ___________________________________

State License #: __________________________

Employer Tax ID#: ________________________

EXHIBIT A
TASK AND COMPENSATION

Task #	Task/Subtask Name	Budget
1.1	Products	$0
1.2	Kick-off Meeting	$5,000
1.3	CPR Meeting	$10,000
1.4	Final Meeting	$9,000
1.5	Monthly Calls	$20,000
1.6	Quarterly Progress Reports and Invoices	$12,000
1.7	Final Report	$35,000
1.11	Technical Advisory Committee (TAC)	$15,700
1.12	TAC Meetings	$68,500
1.13	Project Performance Metrics	$20,000
1.14	Project Management	$800,000
1.15	Evaluation of Project Benefits	$30,000
	Task 1 Total	$1,025,200
2.1	Community Engagement Strategy	$89,500
2.2	Tribal Government Consultation and Engagement Strategy	$130,500
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5.2	Workforce Development Strategy	$50,000
5.3	Assembly Bill 3 Contribution Analysis	$12,000
5.4	Geotechnical Marine Borings	$1,950,000
5.5	Full Mission Bridge Navigation and Tow-Out Simulations	$400,000
5.6	Visual Simulations	$200,000
5.7	Noise Technical Studies	$175,000
5.8	Green Terminal Standards	$100,000
5.9	Bay Water Intake and Piping Relocation Design	$226,200
5.1	Analysis of Modifying the Federal Navigation	$250,000

	Channel	
5.11	Biosecurity Policy Paper	$350,000
5.12	Port Design Optimization Modeling	$150,000
5.13	Marine Mammal and Bird Monitoring	$518,500
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	Task 5 Total	$4,701,890
6.1	Woodley Island Fisherman's Work dock Design	$582,780
6.2	Mariculture Tenant Relocations – Mariculture Site Use Replacement	$400,000
6.4	Advanced Planning: Mitigation Site 1 - Ecological Center	$3,874,352
6.5	Advanced Planning: Mitigation Site 2 - Biological	$1,805,670
6.6	Advanced Planning: Recreation Use Replacement – Aquatic Center	$1,181,757
	Task 6 Total	$7,844,559
7.1	Cost Estimate	$250,000
7.2	Supplemental Advanced Engineering and Environmental Studies	$741,388
	Task 7 Total	$991,388
	Full Total	$15,216,266.95

The above is accompanied by the detailed Scope of Work organized by Task.

EXHIBIT B
SPECIAL CONDITIONS

EXHIBIT CEC-1

California Energy Commission (CEC) Flow-Down Terms and Conditions (Subrecipient)

This Exhibit CEC-1 is incorporated into and made a material part of the Professional Services Agreement between the **Humboldt Bay Harbor, Recreation and Conservation District** ("District") and **Consultant**. Consultant acknowledges that the Services are funded in whole or in part by a grant from the **California Energy Commission (CEC)** and agrees to comply with the terms of this Exhibit.

In the event of a conflict between this Agreement, this Exhibit CEC-1, and the CEC prime award (including Exhibit C thereto), the CEC prime award shall control:

1. Standard of Performance

Consultant shall perform all work using the degree of skill and care required by customarily accepted good professional practices applicable to the type of work performed, consistent with CEC requirements.

2. Products, Reports, and Publications

All reports, studies, technical memoranda, data, models, drawings, and other deliverables required under this Agreement ("Products") shall be prepared in accordance with CEC requirements.

All public-facing Products shall include the CEC-required legal notice and copyright statement, as applicable. Consultant shall not release draft Products to third parties without prior written approval from the District.

3. Intellectual Property

Ownership and use of intellectual property shall be governed by the CEC prime award.

- Consultant retains ownership of intellectual property developed under this Agreement, subject to the CEC's license, access, and march-in rights.
- Products identified in the Scope of Work are owned by the CEC.
- Consultant shall preserve intellectual property for at least three (3) years after final CEC payment and provide access to the CEC upon request.

Nothing in this Agreement shall limit the CEC's rights under Sections 19–21 of the CEC Exhibit C.

4. California Taxpayer Access to Publicly Funded Research Act

Consultant shall comply with the California Taxpayer Access to Publicly Funded Research Act, including requirements for public access to peer-reviewed manuscripts and other publications developed within the scope of this Agreement.

5. Payment and Cost Requirements

Consultant shall invoice only for actual, allowable Incurred and Paid Costs in accordance with CEC requirements.

- No advance payments are permitted unless expressly authorized by the CEC.
- Consultant shall pay all Incurred Costs within 14 calendar days of receiving payment for those costs.

- Profit, if applicable, shall not exceed 10% of eligible CEC funds and shall comply with CEC restrictions.

Failure to comply may result in repayment obligations or withholding of funds.

6. Recordkeeping, Cost Accounting, and Auditing

Consultant shall maintain complete and accurate records sufficient to substantiate all costs for at least three (3) years after final CEC payment.

The CEC, the Bureau of State Audits, and the District shall have the right to access, inspect, and audit such records during normal business hours upon reasonable notice.

7. Prevailing Wage (If Applicable)

If any work constitutes public works under California law, Consultant shall comply with all prevailing wage requirements and certify compliance as required by the CEC.

8. Confidential and Personal Information

Consultant shall comply with all CEC requirements for the receipt, use, protection, and nondisclosure of confidential and personal information, including implementation of required security measures and nondisclosure agreements prior to access.

9. Indemnification

Consultant shall indemnify, defend, and hold harmless the CEC, the State of California, and the District to the extent required under the CEC prime award for claims arising from Consultant's performance under this Agreement.

10. Termination and Sanctions

This Agreement is subject to termination in accordance with the CEC prime award, including termination related to Executive Order N-6-22 (Russia Sanctions).

11. Access to Sites and Records

Consultant shall provide the CEC and its representatives reasonable access to project sites and records related to this Agreement.

12. CEC as Third-Party Beneficiary

The California Energy Commission is an express third-party beneficiary of this Agreement. Consultant agrees that any action brought by the CEC shall be venued in Sacramento County, California.

13. Sub-Subawards

Consultant shall not assign, subcontract, or otherwise transfer any portion of the Services to a lower-tier entity without prior written approval from the District and, where required, the CEC. Any approved sub-subaward shall include equivalent CEC flow-down terms.

14. Survival

The following provisions shall survive expiration or termination of this Agreement: recordkeeping and audit rights, intellectual property, confidentiality, access to sites and records, indemnification, third-party beneficiary rights, and publication requirements.

EXHIBIT D

Subrecipient Invoice and Documentation Requirements

For purposes of this Exhibit, "District" means the Humboldt Bay Harbor, Recreation and Conservation District and "Subrecipient" means the Consultant.

1. Invoice Submission

The Subrecipient shall submit itemized invoices to the District, no more frequently than monthly (unless otherwise approved in writing by the District). Invoices must reflect actual, allowable costs incurred during the invoicing period and must be submitted in a form acceptable to the District.

2. Required Invoice Elements

Each invoice must include, at a minimum:

- Subrecipient legal name and address
- Invoice number and invoice date
- CEC Agreement or project reference number (if provided by the District)
- Billing period covered by the invoice
- Detailed cost breakdown by CEC-approved budget category
- Description of work performed or costs incurred sufficient to demonstrate allowability and alignment with the approved scope of work
- Total amount requested for reimbursement for the invoicing period
- Cumulative billed-to-date amount (if requested by the District)

3. Labor Costs

Invoices including labor costs must be supported by:

- Employee or position title
- Applicable hourly rate(s) consistent with the approved budget
- Number of hours worked during the invoicing period
- Certification that labor charges are supported by contemporaneous timekeeping records

Timekeeping records and payroll documentation shall be retained by the Subrecipient and made available to the District or the California Energy Commission upon request.

4. Non-Labor Costs

Invoices including non-labor costs (e.g., supplies, equipment, travel, subcontracted services) must:

- Identify the nature and purpose of each expense
- Demonstrate that costs are necessary, reasonable, and allocable to the approved scope of work

Receipts, vendor invoices, or equivalent source documentation shall be retained by the Subrecipient and provided to the District upon request. The District may require submission of such documentation with an invoice if deemed necessary for review or compliance.

Travel and Per Diem. Travel costs reimbursed with California Energy Commission funds shall comply with the travel and per diem requirements of the California Energy Commission, including any applicable state rate limitations and prior approval requirements. Travel costs that do not comply with applicable CEC requirements are not eligible for reimbursement.

5. Reimbursement Basis; No Advances

All payments under this Agreement shall be made on a reimbursement basis only. Advance payments are not permitted unless expressly authorized in writing by the District and permitted under the applicable California Energy Commission Agreement.

6. Review and Approval

Payment of any invoice is subject to:

- The District's review and approval of invoice accuracy and allowability
- Verification that costs are consistent with the approved budget and scope of work
- Availability of funds under the applicable California Energy Commission Agreement

The District reserves the right to withhold payment for costs that are inadequately documented or determined to be unallowable.

7. Record Retention and Audit Access

The Subrecipient shall retain all financial records, invoices, receipts, timekeeping records, and supporting documentation related to this Agreement for the period required under the California Energy Commission Agreement (and in no event less than three (3) years following final payment), and shall make such records available to the District and the California Energy Commission upon request for audit, monitoring, or compliance purposes.

8. Equipment Purchased with CEC Funds.

Any equipment reimbursed in whole or in part with California Energy Commission funds shall be subject to the equipment requirements of the applicable CEC agreement, including provisions related to allowability, prior approval (if required), title, inventory, use, and disposition. The Subrecipient shall maintain equipment records and make such records available to the District and the California Energy Commission upon request.

Scope of Work
Humboldt Bay Harbor, Recreation and Conservation District

I. TASK ACRONYM/TERM LISTS

A. Task List

Task #	Task Name
1	General Project Tasks
2	Engagement
3	Tribal Participation
4	Community Participation
5	Studies and Planning
6	Design and Mitigation Planning
7	Design Planning
8	Evaluation of Project Benefits

B. Acronym/Term List

Acronym/Term	Meaning
BOEM	Bureau of Ocean Energy Management
BOD	Basis of Design
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
FMB	Full Mission Bridge
OEM	Original Equipment Manufacturer
OSW	Offshore Wind
TAC	Technical Advisory Committee
GW	Gigawatt
MF	Manufacturing and Fabrication
MW	Megawatts
OSW	Offshore Wind
O&M	Operations and Maintenance
TAC	Technical Advisory Committee
SOV	Service Operation Vessel
WEA	Wind Energy Areas

II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES

C. Purpose of Agreement

The purpose of the Agreement is to fund planning activities in support of the offshore wind energy infrastructure improvements at the Heavy Lift Marine Terminal project site that advance the capabilities of California waterfront facilities to support the development and operation of floating offshore wind projects.

D. Problem/Solution Statement

Problem

On August 1, 2022, the CEC established a goal of developing 2 to 5 gigawatts (GW) of OSW by 2030 and 25 GW by 2045. To meet this goal, it is anticipated that turbines will be installed off California's coast with a capacity of at least 15 megawatts (MW). Components for a 15 MW turbine are so large that the only feasible way to transport them is by waterborne transit; road and rail transit are not feasible. Therefore, port infrastructure is an essential part of achieving the OSW goals. In December 2022, the Bureau of Ocean Energy Management (BOEM) completed an OSW lease sale for three wind energy areas (WEA) offshore of Morro Bay, CA and two WEAs offshore of Humboldt Bay, CA. Humboldt Bay has attributes that make it an ideal port location to support OSW development, including for staging and integration. Specifically, Humboldt Bay (1) is near existing and planned WEA leases; (2) has deep navigation channels; (3) does not have air draft restrictions that would restrict OSW turbine movement; and (4) has existing infrastructure that can be improved to support OSW development. Based on these attributes, the Port of Humboldt Bay can provide a critical role for OSW development in central California, northern California, and Oregon. Hence, substantial state and federal investment has been made to advance design, environmental documentation and permitting of the Terminal Project. The Terminal Project will provide a critical role for achievement of state renewable energy goals. Additional design, environmental assessment and community engagement will be required to design and permit the site for the intended turbine vertical integration and foundation assembly uses.

Solution

The Humboldt Bay Harbor, Recreation and Conservation District (Harbor District is developing the Humboldt Bay Offshore Wind Heavy Lift Marine Terminal Project ("Terminal Project") to support west coast offshore wind energy development. Most project components are currently at a 15% design level and there is existing federal funding that will advance these components to 30% design. Through extensive agency, tribe, community and stakeholder engagement, the need for specific additional environmental studies has been identified. The Agreement will support preparation of necessary studies, advance the project's design, and conduct further community engagement.

The future improvements made possible by grant funding will transition a nearly vacant industrial site at the Harbor District into a modern heavy lift terminal that will serve as a primary west coast facility for the manufacturing, import, staging, preassembly, and vertical integration of large offshore wind energy components. The Terminal Project will be a waterfront facility site that directly supports offshore wind infrastructure improvements. The Agreement will support the immediate planning and design needs for development of the Terminal Project's two staging and integration sites and foundation assembly site.

Through substantial engagement with Tribes, agencies and stakeholders, the Harbor District has identified project components and special studies that are necessary to complete permitting and California Environmental Quality Act documentation for the Terminal Project. Some of these Project components are necessary to mitigate for community impacts (e.g., impacts to vessel navigation) and environmental impacts (e.g., impacts to sensitive species) of Terminal Project construction. Hence, in addition to advanced design of Project components, the Agreement will further stakeholder engagement and studies that will ensure the equitable development of the envisioned Terminal Project while providing for the greatest beneficial use of Humboldt Bay and protecting its natural resources, recreational opportunities, ongoing commercial activities and tribal uses.

E. Goals and Objectives of the Agreement

Agreement Goals

The goal of this Agreement is to fund the advance design of the Terminal Project, which will serve as a key staging integration site for offshore wind development.

Agreement Objectives

The objectives of this Agreement are to:

- Conduct community engagement to maximize the Terminal Project's community benefits and avoid or minimize impacts.
- Conduct special studies that have been recommended by agencies, stakeholders and tribes and are required for environmental review, mitigation and permitting of the Terminal Project.
- Advance Terminal Project design towards final design and engineering to support the future development of the Terminal Project.

III. TASK 1 GENERAL PROJECT TASKS

Subtask 1.1 Products

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V).** All products submitted which will be viewed by the public, must comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations**.** All technical tasks should include product(s). Products that require a draft version are indicated by marking **"(draft and final)"** after the product name in the "Products" section of the task/subtask. If "(draft and final)" does not appear after the product name, only a final version of the product is required. With respect to due dates within this Scope of Work, **"days"** means working days.

The Recipient shall:

For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For products that require a final version only

- Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all products

- Submit all data and documents required as products in accordance with the following:

Instructions for Submitting Electronic Files and Developing Software:

- **Electronic File Format**
  - Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the CEC's software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick.

The following describes the accepted formats for electronic data and documents provided to the CEC as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:

  - Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
  - Text documents will be in MS Word file format, version 2007 or later.
  - Project management documents will be in Microsoft Project file format, version 2007 or later.

- **Software Application Development**

  Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:
  - Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
  - Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
  - Visual Studio.NET (version 2008 and up). Recommend 2010.
  - C# Programming Language with Presentation (UI), Business Object and Data Layers.
  - SQL (Structured Query Language).
  - Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
  - Microsoft SQL Reporting Services. Recommend 2008 R2.
  - XML (external interfaces).

  Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the CEC's Information Technology Services Branch to determine whether the exceptions are allowable.

Subtask 1.2 Kick-off Meeting

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement.

The Recipient shall:

- Attend a "Kick-off" meeting with the CAM, and other CEC staff relevant to the Agreement. The Recipient's Project Manager and any other individuals deemed necessary by the CAM or the Project Manager shall participate in this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., Teams, Zoom), with approval of the CAM.

  The Kick-off meeting will include discussion of the following:
  - The CAM's expectations for accomplishing tasks described in the Scope of Work;
  - An updated Project Schedule;
  - Terms and conditions of the Agreement;
  - Invoicing and auditing procedures;
  - Travel;
  - Equipment purchases;
  - Administrative and Technical products (subtask 1.1);
  - CPR meetings (subtask 1.3);
  - Monthly Calls (subtask 1.5)
  - Quarterly Progress reports (subtask 1.6)
  - Final Report (subtask 1.7)
  - Match funds (subtask 1.8);
  - Permit documentation (subtask 1.9);
  - Subawards(subtask 1.10);
  - Technical Advisory Committee meetings (subtasks 1.11 and 1.12);
  - Agreement changes;
  - Performance Evaluations; and
  - Any other relevant topics.

- Provide *Kick-off Meeting Presentation* to include but not limited to:
  - Project overview (i.e. project description, goals and objectives, technical tasks, expected benefits, etc.)
  - Project schedule that identifies milestones
  - List of potential risk factors and hurdles, and mitigation strategy

- Provide an *Updated Project Schedule, Match Funds Status Letter,* and *Permit Status Letter*, as needed to reflect any changes in the documents.

The CAM shall:

- Designate the date and location of the meeting.
- Send the Recipient a *Kick-off Meeting Agenda*.

Recipient Products:

- Kick-off Meeting Presentation
- Updated Project Schedule (if applicable)
- Match Funds Status Letter (subtask 1.7) (if applicable)
- Permit Status Letter (subtask 1.8) (if applicable)

CAM Product:
- Kick-off Meeting Agenda

Subtask 1.3 Critical Project Review (CPR) Meetings
The goal of this subtask is to determine if the project should continue to receive CEC funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget may be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., Microsoft Teams, Zoom, and WebEx) as determined by the CAM.

The Recipient shall:
- Prepare and submit a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
- Attend the CPR meeting.
- Present the CPR Report and any other required information at each CPR meeting.

The CAM shall:
- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a *CPR Agenda* with a list of expected CPR participants in advance of the CPR meeting. If applicable, the agenda may include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a schedule for providing a Progress Determination on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. A determination of unsatisfactory progress This may result in project delays, including a potential Stop Work Order, while the CEC determines whether the project should continue.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

Recipient Products:
- CPR Report(s)

CAM Products:

- CPR Agenda(s)
- Progress Determination

Subtask 1.4 Final Meeting
The goal of this subtask is to complete the closeout of this Agreement.

The Recipient shall:

- Meet with CEC staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

  The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.
  - The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
  - The administrative portion of the meeting will involve a discussion with the CAM of the following Agreement closeout items:
    - Disposition of any procured equipment.
    - The CEC's request for specific "generated" data (not already provided in Agreement products).
    - Need to document the Recipient's disclosure of "subject inventions" developed under the Agreement.
    - "Surviving" Agreement provisions such as repayment provisions and confidential products.
    - Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Recipient and Commission staff during the meeting.
- Prepare a *Schedule for Completing Agreement Closeout Activities*.
- Provide copies of *All Final Products* organized by the tasks in the Agreement.

Products:

- Final Meeting Agreement Summary *(if applicable)*
- Schedule for Completing Agreement Closeout Activities
- All Final Products

Subtask 1.5 Monthly Calls
The goal of this task is to have calls at least monthly between the CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

Product:

- Email to CAM concurring with call summary notes.

Subtask 1.6 Quarterly Progress Reports and Invoices
The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

The Recipient shall:

- Submit a *Quarterly Progress Report* to the CAM. Each progress report must:
  - Summarize progress made on all Agreement activities as specified in the scope of work for the reporting period, including accomplishments, problems, milestones, products, schedule, fiscal status, and an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at: https://www.energy.ca.gov/media/4691
- Submit a monthly or quarterly *Invoice* on the invoice template(s) provided by the CAM.

Recipient Products:

- Quarterly Progress Reports
- Invoices

CAM Product:

- Invoice template

Subtask 1.7 Final Report
The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement.

When creating the Final Report Outline and the Final Report, the Recipient must use the CEC Style Manual provided by the CAM.

1.7.1 Final Report Outline

The Recipient shall:

- Prepare a *Final Report Outline* in accordance with the *Energy Commission Style Manual* provided by the CAM.

Recipient Products:

- Final Report Outline (draft and final)

CAM Products:

- Energy Commission Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

1.7.2 Final Report

The Recipient shall:

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Energy Commission Style Manual, and Final Report Template provided by the CAM with the following considerations:
    - Ensure that the report includes the following items, in the following order:
        - Cover page (**required**)
        - Credits page on the reverse side of cover with legal disclaimer (**required**)
        - Acknowledgements page (optional)
        - Preface (**required**)
        - Abstract, keywords, and citation page (**required**)
        - Table of Contents (**required**, followed by List of Figures and List of Tables, if needed)
        - Executive summary (**required**)
        - Body of the report (**required**)
        - References (if applicable)
        - Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is required.)
        - Bibliography (if applicable)
        - Appendices (if applicable) (Create a separate volume if very large.)
        - Attachments (if applicable)
- Submit a draft of the Executive Summary to the TAC for review and comment.
- Develop and submit a *Summary of TAC Comments on Draft Final Report* received on the Executive Summary. For each comment received, the Recipient will identify in the summary the following:
    - Comments the Recipient proposes to incorporate.
    - Comments the Recipient does propose to incorporate and an explanation for why.
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt.
    - Incorporate all CAM comments into the *Final Report*. If the Recipient disagrees with any

comment, provide a *Written Responses to Comments* explaining why the comments were not incorporated into the final product.

- Submit the revised *Final Report* electronically with any Written Responses to Comments within 10 days of receipt of CAM's Written Comments on the Draft Final Report, unless the CAM specifies a longer time period or approves a request for additional time.

Products:
- Summary of TAC Comments on Draft Final Report
- Draft Final Report
- Written Responses to Comments *(if applicable)*
- Final Report

CAM Product:
- Written Comments on the Draft Final Report

Subtask 1.8 Match Funds

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. The Recipient may only spend match funds during this Agreement term, either concurrently or prior to the use of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

The Recipient shall:
- Prepare a *Match Funds Status Letter* that documents the match funds committed to this Agreement. If no match funds were part of the application that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

  If match funds were a part of the application that led to the CEC awarding this Agreement, then provide in the letter:
  - A list of the match funds that identifies:
    - The amount of cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
    - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the source (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient must identify its owner and provide a contact name, address, telephone number, and the address where the property is located.
    - If different from the solicitation application, provide a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.

- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of additional match funds.
- Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.

Products:
- Match Funds Status Letter
- Supplemental Match Funds Notification Letter *(if applicable)*
- Match Funds Reduction Notification Letter *(if applicable)*

Subtask 1.9 Permits
The goal of this subtask is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

The Recipient shall:
- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If <u>no permits</u> are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
    - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
    - The schedule the Recipient will follow in applying for and obtaining the permits.

  The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

Products:
- Permit Status Letter
- Updated List of Permits *(if applicable)*
- Updated Schedule for Acquiring Permits *(if applicable)*
- Copy of Each Approved Permit *(if applicable)*

Subtask 1.10 Obtain and Execute Subawards and Agreements with Site Hosts
The goal of this task is to ensure quality products and to execute subrecipients and site host agreements, as applicable, required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement and contracting policies and procedures.

The Recipient shall:

- Execute and manage subawards and coordinate subrecipient activities.
- Execute and manage site host agreement and ensure the right to use the project site throughout the term of the Agreement, as applicable. A site host agreement is not required if the Recipient is the site host.
- Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood the project site cannot be acquired or can no longer be used for the project.
- Submit a letter to the CAM describing the subawards and any site host agreement needed or stating that no subawards or site host agreements are required.
- If requested by the CAM, submit a draft of each subaward and any site host agreement required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of each executed subaward and any site host agreement.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:
- Letter describing the subawards needed, or stating that no subawards are required
- Draft subaward (if requested)
- Final subaward (if requested)
- Draft site host agreement (if requested)
- Final site host agreement (if requested)

Subtask 1.11 Technical Advisory Committee (TAC)
A TAC exists for the Terminal Project. The goal of this subtask is to further engage with the TAC. The TAC is composed of diverse professionals and the composition may be modified based on input from the CAM. The composition will vary depending on interest, availability, and need. TAC members will serve at the CAM's discretion. The purpose of the TAC is to:
- Provide guidance in project direction. The guidance may include scope and methodologies, timing, and coordination with other projects. The guidance may be based on:
  - Technical area expertise;
  - Knowledge of market applications; or
  - Linkages between the Agreement work and other past, present, or future projects (both public and private sectors) that TAC members are aware of in a particular area.
- Review products and provide recommendations for needed product adjustments, refinements, or enhancements.
- Evaluate the tangible benefits of the project to the state of California, and provide recommendations as needed to enhance the benefits.
- Provide recommendations regarding information dissemination, market pathways, or commercialization strategies relevant to the project products.

- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate, to the extent the TAC members feel is appropriate, on behalf of the project in its effort to build partnerships, governmental support, and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.

The TAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter;
- Members of trades that will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives);
- Public interest market transformation implementers;
- Product and project developers relevant to the project;
- U.S. Department of Energy, U.S. Department of Transportation, U.S. Army Corps. of Engineers, California Coastal Commission, California State Lands Commission, California Department of Fish and Wildlife, research managers, or experts from other federal or state agencies relevant to the project;
- Public interest environmental groups;
- Public interest environmental justice organizations;
- Tribal governments an/or their representatives;
- Utility representatives;
- Air district staff; and
- Members of relevant technical society committees.

The Recipient shall:

- Prepare a *List of Potential TAC Members* that includes the names, companies or organizations, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting at which time the CAM will provide input on the TAC member list, and a schedule for recruiting members and holding the first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.12.
- Prepare a *List of TAC Members* once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

Products:

- List of Potential TAC Members
- List of TAC Members
- Documentation of TAC Member Commitment

Subtask 1.12 TAC Meetings
The goal of this subtask is for the TAC to provide strategic guidance for the project by participating in regular meetings, which may be held via teleconference.

The Recipient shall:
- Discuss the TAC meeting schedule with the CAM at the Kick-off meeting. Determine the number and location of meetings (in-person and via teleconference) in consultation with the CAM.
- Prepare a *TAC Meeting Schedule* that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
- Prepare a *TAC Meeting Agenda* and *TAC Meeting Back-up Materials* for each TAC meeting.
- Organize and lead TAC meetings in accordance with the TAC Meeting Schedule. Changes to the schedule must be pre-approved in writing by the CAM.
- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

The TAC shall:
- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate on behalf of the project in its effort to build partnerships, governmental support and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.
- Review and provide comments to proposed project performance metrics.

Products:
- TAC Meeting Schedule (draft and final)
- TAC Meeting Agendas (draft and final)
- TAC Meeting Back-up Materials
- TAC Meeting Summaries

Subtask 1.13 Project Performance Metrics
The goal of this subtask is to finalize key performance targets for the project based on feedback from the TAC and report on final results in achieving those targets. The performance targets should be a combination of scientific, engineering, techno-economic, and/or programmatic metrics that provide the most significant indicator of the research or technology's potential success.

The Recipient shall:
- Complete and submit the project performance metrics section of the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task, to the CAM.

- Present the draft project performance metrics at the first TAC meeting to solicit input and comments from the TAC members.
- Develop and submit a *TAC Performance Metrics Summary* that summarizes comments received from the TAC members on the proposed project performance metrics. The *TAC Performance Metrics Summary* will identify:
    - TAC comments the Recipient proposes to incorporate into the *Initial Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
    - TAC comments the Recipient does not propose to incorporate with and explanation why.
- Develop and submit a *Project Performance Metrics Results* document describing the extent to which the Recipient met each of the performance metrics in the *Final Project Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
- Discuss the *Project Performance Metrics Results* at the Final Meeting.

Products:
- TAC Performance Metrics Summary
- Project Performance Metrics Results

IV. TASK 2 ENGAGEMENT

Subtask 2.1 Community Engagement Strategy
The Harbor District has adopted a community engagement strategy which will be modified based on feedback from Tribes, various community groups, and the CAM. The goal of this subtask is to further develop and implement the community engagement strategy.

The Recipient shall:
- Prepare and distribute *Community Meeting Presentation Materials* and *Community Meeting Agendas*.
    - Engage the community regarding Project components, benefits, impacts and strategies for avoiding, minimizing and mitigating impacts.
    - Distribute *Community Meeting Notes* following the meeting.
- Provide pre-planning, post-planning and end-of-project *Consultation and Engagement Reports* for CAM re.

Products:
- Community Meeting Presentation Materials
- Community Meeting Agendas
- Community Meeting Notes
- Pre-Planning, Post-Planning and End-Of-Project Consultation and Engagement Reports

Subtask 2.2 Tribal Government Consultation and Engagement Strategy
The Harbor District is currently consulting on a regular basis with several interested Tribes. The goal of this subtask is to further develop and implement the tribal government consultation engagement strategy, that may be modified based on CAM input.

The Recipient shall:
- Continue the ongoing consultation and engagement with nine interested tribes.

- Provide pre-planning, post-planning and end-of-project *Consultation and Engagement Reports* for CAM review..

Products:
- Pre-Planning, Post-Planning and End-of-Project Consultation and Engagement Reports

Subtask 2.3 Stakeholder Engagement Strategy
The Harbor District has invested significant time into coordinating with a wide range of stakeholders, including neighborhood associations, environmental advocacy NGOs, social justice NGOs, fishermen, aquaculture businesses, marine recreational associations, business advocacy organizations, unions, other local governments, regulatory agencies, utility districts, commercial shipping companies, educational institutions, construction/building associations, and others. The Harbor District is seeking to formalize and enhance the work to date. The goal of this subtask is to develop and implement a stakeholder engagement strategy that includes, but is not limited to, labor and workforce organizations, floating offshore wind equipment manufacturers, offshore wind developers, environmental organizations, port and harbor users and tenants, and recreational and commercial fishing organizations. This subtask will build on stakeholder engagement that is already underway.

The Recipient shall:
- Develop a draft and final *Stakeholder Engagement Strategy* that builds on and enhances stakeholder engagement that is already underway.
- Implement the *Stakeholder Engagement Strategy*.
  - Submit *Stakeholder Engagement Meeting Notes*.
- Develop *Stakeholder Engagement Report* describing the number of meetings and summarizing stakeholder concerns and agreements made.

Products:
- Stakeholder Engagement Strategy (draft and final)
- Stakeholder Engagement Meeting Notes
- Stakeholder Engagement Report

Subtask 2.4 Agency Engagement Strategy
The Harbor District has formed four sub-committees consisting of staff from various federal and state regulatory agencies to assist with project development. The Harbor District is seeking to formalize and enhance the work to date. The goal of this subtask is to develop and implement an agency engagement strategy that includes applicable federal, state and local agencies. This subtask will build upon agency engagement that has already occurred.

The Recipient shall:
- Complement the existing agency engagement program by developing and implementing a more formal *Agency Engagement Strategy*.
  - Submit *Meeting Agendas and Notes for Agency Meetings*.
- Provide pre-planning, post-planning and end-of-project *Agency Engagement Reports*

Products:
- Agency Engagement Strategy
- Meeting Agendas and Notes for Agency Meetings
- Pre-Planning, Post-Planning and End-of-Project Agency Engagement Reports

Subtask 2.5 Audio Visual Community Engagement Materials
The goal of this task is to develop audio and visual materials regarding the Terminal Project that will allow for more effective public, stakeholder and tribal outreach.

The Recipient shall:

- Develop *Informational Videos* and *Social Media Posts* regarding the Terminal Project to inform the local communities and tribes, and all other stakeholders, of the Project's progress.

Products:
- Links to Informational Videos
- Links to Social Media Posts

V. TASK 3 TRIBAL PARTICIPATION

Subtask 3.1 California Tribal Organization Participation
The goal of this subtask is for the selected organization, to participate in and engage tribes in the Terminal Project planning and design. This work is also described under Subtask 2.2 (Tribal Government Consultation and Engagement Strategy). CEC funding may also be used to provide stipends to interested Tribes to participate in the project, upon approval by the CAM as described below

The Recipient shall:
- Retain organization to participate in and engage tribes in the Terminal Project planning and design.
- Develop and implement a *Tribal Participation Plan* to ensure equitable and transparent engagement. The plan will outline the approach and criteria for distributing funding or stipends to participants. The plan must be submitted to the CAM for review and approval before CEC funds can be disbursed to participants.
- Implement *Tribal Participation Plan*.
- Develop *Tribal Participation Plan Report* describing the process and outcomes of the tribal participation meetings.

Products:
- Tribal Participation Plan (draft and final)
- Tribal Participation Plan Report

VI. TASK 4 COMMUNITY PARTICIPATION

Subtask 4.1 Community Based Organization Participation
The goal of this task is for the selected partner to participate in and engage the community in the Terminal Project planning and design and to facilitate funding towards community benefits. The work is also described under Subtask 2.1 (Community Engagement Strategy).

The Recipient shall:
- Retain a partner participate in and engage the community in the Terminal Project planning and design.
- Develop and implement a *Community Participation Plan* to ensure equitable and transparent engagement. The plan will outline the approach and criteria for distributing

funding or stipends to participants. The plan must be submitted to the CAM for review and approval before CEC funds can be allocated to participants.
- Implement *Community Participation Plan*.
- Develop *Community Participation Report* describing the process and outcomes of the community participation meetings.
- Prepare *Technical Memo Describing Competitive Process for Dispersing Community Benefits Funds* and description of funded community benefits projects.

Products:
- Community Participation Plan (draft and final)
- Technical Memo Describing Process for Dispersing Community Benefits Funds

VII. TASK 5 STUDIES AND PLANNING

Subtask 5.1 Emissions Reduction Strategy
The goal of this subtask is to develop an emissions reduction strategy that describes how emissions will be managed during future construction and operations of the Terminal Project.

The Recipient shall:
- Develop an *Emissions Reduction Strategy* that describes how emissions will be managed during the future construction and operations of the Terminal Project.

Products:
- Emission Reduction Strategy

Subtask 5.2 Workforce Development Strategy
The goal of this subtask is to develop a strategy for how the Terminal Project will support and create good jobs, workforce development pathways, and economic development opportunities, including for underserved communities.

The Recipient shall:
- Develop a *Workforce Development Strategy* that describes how the Terminal Project will support and create good jobs, workforce development pathways, and economic development opportunities, including for underserved communities.
- Consult with local labor unions, tribes and government agencies regarding workforce development related to the Terminal Project.

Products:
- Workforce Development Strategy

Subtask 5.3 Assembly Bill 3 Contribution Analysis
The goal of this task is to ensure and describe how the Terminal Project will contribute to the requirements of Assembly Bill 3, the California Offshore Wind Advancement Act.

The Recipient shall:
- Develop *Assembly Bill 3 Report* on how the Terminal Project will contribute to the requirements of Assembly Bill 3, the California Offshore Wind Advancement Act.

Products:
- Assembly Bill 3 Report

Subtask 5.4 Geotechnical Marine Borings
The goal of this task is to conduct a geotechnical marine boring investigation that will inform final Project design. A limited number of geotechnical borings (6) are already funded but the additional borings will allow for advancement of the Terminal Project design towards final design.

The Recipient shall:
- Obtain approximately 11 marine borings at the Terminal Project site to a depth of up to 200' and additional shallower vibracore samples, as needed, and log the samples in the *Geotechnical Investigation Data.*
- Conduct analyses of the geotechnical data to inform final Terminal Project design.
- Summarize all data, analyses, and recommendations in a *Technical Memo*.

Products:
- Geotechnical Investigation Data
- Technical Memo

Subtask 5.5 Full Mission Bridge Navigation and Tow-Out Simulations
The goal of this subtask is to conduct Full Mission Bridge (FMB) navigation and tow-out simulations of the wind turbine generators (WTGs) that will inform final design of the Terminal Project. Desktop simulations are already funded, but the FMB tow-out simulations are required to verify assumptions regarding vessel movement at and near the Terminal Project site.

The Recipient shall:
- Prepare a *Simulation Plan* to outline the approach, inputs and assumptions for the navigation and tow-out simulation production runs.
- Perform FMB simulations over a five day period at the MITAGS simulation center.
- Prepare a *Navigation and Tow-Out Simulation Report* that will include all applicable vessel control parameters (engine, rudder, tugs), vessel clearance, swept path and observation on the design by the conning pilot. The report will include recommendations for final design of the Terminal Project and particularly any necessary channel modifications.

Products:
- Simulation Plan
- Navigation and Tow-Out Simulation Report

Subtask 5.6 Visual Simulations
The goal of this subtask is to further develop visual simulations of the Terminal Project site. A limited number of simulations have been developed, but more simulation vantage points have been requested by local stakeholders and agencies and therefore will be important for completion of environmental documentation and permitting.

The Recipient shall:
- Conduct a Viewshed Analysis.
  - Prepare Viewshed Analysis Maps which geographically show where the Terminal Project can be viewed from.
  - Summarize results in the *Viewshed Analysis Memo*.
- Develop *Photo-Simulations* of the Terminal Project from key vantage points for nighttime and daytime conditions.

- Conduct a Shading Analysis.
  - Develop Shading Analysis Maps of the Terminal Project's shading impacts to nearby properties.
  - Summarize results in the *Shading Analysis Memo*.
- Develop a *3D Rendering* of the Terminal Project that will support public outreach, environmental documentation and permitting efforts.

Products:
- Viewshed Analysis Memo
- Photo-Simulations
- Shading Analysis Memo
- 3D Rendering

Subtask 5.7 Noise Technical Studies
The goal of this subtask is to expand on existing work that is assessing the Terminal Project's noise impacts to the adjacent residential community of Samoa and develop design solutions to reduce noise impacts by engaging with the nearby community of Samoa residents to refine recommendations made by the design team.

The Recipient shall:
- Coordinate with the Town of Samoa residents and Terminal Project designers regarding concerns and solutions to minimize the Terminal Project's noise impacts.
- Develop *Noise Reduction Recommendations Memo* to provide recommendations for reducing noise impacts to the community that will be incorporated into the Terminal Project's design, construction and operational considerations, as based on coordination with Samoa residents.

Products:
- Noise Reduction Recommendations Memo

Subtask 5.8 Green Terminal Standards
The goal of this subtask is to expand on the existing work that is conceptually assessing green terminal construction and operation opportunities by providing a comprehensive review of existing green technologies and how they may be applied to the Terminal Project and to develop a comprehensive Green Port Plan that will be reviewed by stakeholders and agencies and incorporated into the Project design as well as construction and operations considerations.

The Recipient shall:
- Develop Micro-grid Design for the project site to optimize cost, performance, reliability, and integration of renewable energy sources.
- Develop *Draft Green Port Plan*.
  - Develop *Green Port Plan* goals.
  - Develop greenhouse gas calculations with consideration towards different technology types.
  - Develop an emissions reduction strategy, including management of emissions during construction and a feasibility analysis of achieving net zero emissions
  - Develop an illustrative site plan that identifies green terminal features into easy-to-understand project visuals and an infographic.
  - Conduct initial order-of-magnitude costing for *Green Port Plan* scenarios.
- Submit *Draft Green Port Plan* for review and comment.

- Incorporate review comments and submit *Final Green Port Plan.*

Products:
- Draft and Final Green Port Plan

Subtask 5.9 Bay Water Intake and Piping Relocation Design
The goal of this subtask is to evaluate requirements and constraints and develop advanced engineering design plans and technical specifications for the replacement of the bay water intake and conveyance system within the project site that will provide bay water for off-site aquaculture and other uses. The dock that the current bay water intake system is mounted to along with segments of the associated transmission piping are planned to be demolished to facilitate the construction of a new wharf necessary for meeting the project goals. Hence the intake system and segments of piping will be replaced.

The Recipient shall:
- Develop *Basis of Design Technical Memo* describing the evaluation and selection of the preferred size, location, routing, and configuration of the preferred approach to the bay water intake system and associated piping.
- Develop *Advanced Engineering Designs for the Bay Water Intake and Piping*.
- Develop *Opinion of Probable Construction Cost* for the relocation of the bay water intake and piping.

Products:
- Basis of Design Technical Memo
- Advanced Engineering Designs for the Bay Water Intake and Piping
- Opinion of Probable Construction Cost

Subtask 5.10 Analysis of Modifying (widening and or deepening) the Federal Navigation Channel
The goals of this subtask are to (a) inform development of proposed changes to the navigation channel (via an alternatives analysis) and (b) evaluate potential changes in hydrodynamics, waves, and sediment transport resulting from this widening.

The Recipient shall:
- Develop up to three options for modifying the federal navigation channel using desktop engineering assessment and analysis.
- Evaluate potential changes in hydrodynamics, sediment transport, nearshore wave energy, and passing vessel ship wakes resulting from modifying the channel using numerical simulation of hydrodynamics and sediment transport. This evaluation can inform identification of potential adverse impacts on USACE Civil Works projects and address potential stakeholder concerns.
- Conduct an alternatives analysis to select a preferred option for modifying the federal navigation channel and document the conclusions in the *Federal Navigation Channel Modification Alternatives Analysis Report*.
- Summarize the findings of the analysis/evaluation in the *Channel Modification Preliminary Design Report*, including an appendix on the numerical modelling, and present to US Army Corps of Engineers and US Coast Guard representatives.

Products:
- Federal Navigation Channel Modification Analysis Report
- Channel Modification Preliminary Design Report

Subtask 5.11 Biosecurity Policy Paper
The goal of this subtask is to build on existing efforts describing the Project's potential effects on biosecurity (e.g., through introduction of non-native species and shellfish diseases) to assess how local, state and federal policies/regulations will have a role in minimizing biosecurity threats posed by the Project. This work will be coordinated with the State's Shellfish Disease Committee.

The Recipient shall:

- Work with stakeholders and subject matter experts to develop a *Draft and Final Biosecurity Policy White Paper* describing the Project's potential effects on biosecurity (e.g., through introduction of non-native species and shellfish diseases).
- Conduct as needed special studies (e.g., contamination testing of shellfish tissue) to inform the *Biosecurity Policy White Paper*.

Products:
- Draft and Final Biosecurity Policy White Paper

Subtask 5.12 Port Design Optimization Modelling
The goal of this subtask is to develop a 3D simulation model for the Project site that will allow for optimization of the final Project design. The model will be developed using FlexTerm which is a powerful 3D simulation software that provides the ability to visualize how changes in parameters affect an OSW port facility and overall project capacity, operations, efficiency, and profitability. By changing the model inputs and variables, the system will simulate proposed operations at the port and compare performances of various scenarios. By establishing logistical and spatial efficiencies through an iterative process, the system will finalize the port layout towards optimization, prior to expenditure of capital funds.

The Recipient shall:
- Create a *Simulation Basis Document* that will list all necessary model inputs and the source of each input. The document will list the simulation objectives, assumptions, input values, and outputs to be produced from the model.
- Develop the *3D Visual Model Rendering* of the Port. The model will include the following activities:
    - Vessel delivery of wind turbine generator (WTG) and floating foundation components
    - Unloading of these components into the port
    - Transport of components from delivery quay to staging yard
    - Assembly of foundations in port uplands
    - Movement of foundations from uplands to quayside
    - Launch of foundations from quay to semi-submersible barge
    - Transit of loaded semi-submersible barge from launch quay to sinking basin
    - Float off of floating foundation
    - Transit of floating foundation to foundation wet storage area
    - Transit of WTG components from staging yard to quayside preassembly area
    - Transit of floating foundation from wet storage to staging & integration berth
    - Integration of WTG components onto floating foundation at S&I quayside
    - Transit of fully integrated turbine to wet storage
    - Tow of fully integrated unit from wet storage to installation site

  The model will analyze the following key performance indicators.
    - Berth utilizations

  - Upland yard inventory (WTG and foundation components)
  - Foundation launch rate
  - WTG integration rate
  - Foundation wet storage count
  - Integrated turbine unit count
  - Project schedule
- Run the simulation model scenarios through multiple replications to determine the effects and relationships between input values and outputs. The multiple replications will produce a range of results that reveal the diversity of outputs due to the variation in the dynamic simulation model. Each scenario will have 16 replications, producing statistically significant results. Through this process, Port design details will be optimized.
- Summarize approach and results in the *Port Design Optimization Modelling Report* which will inform final Terminal Project design.

Products:

- Simulation Basis Document
- 3D Visual Model Rendering
- Port Design Optimization Modelling Report

Subtask 5.13 Marine Mammal and Bird Monitoring

The goal of this subtask is to collect information regarding marine mammal and bird use of the Project site and surrounding area to inform the environmental documentation and permitting process, as previously requested by regulatory agencies.

The Recipient shall:

- Use high-resolution aerial imagery gathered with separate funding in 2024-2025 to map the distribution of marine mammals throughout Humboldt Bay into the *Marine Mammal and Bird Distribution Database*.
- Conduct shorebird surveys at the Project site and at a reference site.
- Conduct marine mammal surveys at the Project site and at a reference site.
- Develop the *Biological Technical Memo* describing the spatial and temporal distribution of marine mammals and birds at the Project and reference sites, including maps.

Products:

- Marine Mammal and Bird Distribution Database
- Biological Technical Memo

Subtask 5.14 Marine Biology Analysis

The goal of this subtask is to further analyze the effects of the Project on marine resources as required to inform the Project's permitting and environmental documentation processes as based on previous input from regulatory agencies.

The Recipient shall:

- Develop a *Comprehensive Database of Special Status Species Distribution in Humboldt Bay* and at the Project site, with maps, through a review of existing literature and outreach to academic and other researchers.
- Based on the database, assess the effects of the Project on special status species within the context of bay-wide species distribution and summarize into *Marine Biology Analysis Report*.

Products:
- Database of Special Status Species Distribution in Humboldt Bay
- Marine Biology Analysis Report

VIII. TASK 6 DESIGN AND MITIGATION PLANNING

Subtask 6.1 Woodley Island Fishermen's Work Dock Design
Per feedback from fishing-based stakeholders, offshore wind development in general and the port terminal project specifically, are expected to have some impacts to the local fishing community. In addition, the current site is used as a storage site for multiple fishermen. That storage will need to be relocated and impacts to fishermen will need to be mitigated. The goal of this subtask is to develop advanced designs for expansion of a commercial fishing work dock on Woodley Island in Humboldt Bay. The work dock expansion will offset the impact of displacing commercial fishing infrastructure that will occur as part of the Terminal Project.

The Recipient shall:
- Conduct outreach to commercial fishing interests to refine the site layout and concepts.
- Conduct as needed special studies at the Work Dock Site, potentially including:
  - Geotechnical investigation – Summarize results into *Geotechnical Investigation Report*.
  - Topographic and bathymetric survey – *Prepare Topographic and Bathymetric Survey Maps*.
  - Biological surveys – Summarize results into *Biological Surveys Report*.
  - Wetland evaluations – *Summarize results into Wetland Evaluations Summary Report*.
  - Cultural resources survey – Summarize results into *Cultural Resources Survey Report*.
  - Review of existing hazardous materials evaluations – Summarize results into *Hazardous Materials Assessment Report*.
  - Agency coordination and meetings.
  - Permitting consultations with the California Coastal Commission, Humboldt Bay Harbor District, Army Corps of Engineers, NOAA Fisheries, and California Department of Fish and Wildlife.
- Develop *Design Development Package* which will include CAD drawings and technical specifications for the preferred approach.
- Develop *Permit Applications*:
  - Coastal Development Permit Amendment Application
  - Harbor District Permit Application
  - Army Corps 401/404 Permit Applications
  - California Department of Fish and Wildlife 1600 Permit Application
  - California Environmental Quality Act documentation
- Develop *Opinion of Probable Construction Cost* for the Woodley Island Fishermen's Work Dock.

Products (as applicable):
- Geotechnical Investigation Results and Report
- Topographic and Bathymetric Survey
- Biological Surveys Results and Report
- Wetlands Evaluations Summary Report.

- Cultural Resources Survey Results and Report
- Hazardous Materials Assessment Report
- Advanced Engineering Design Plans and Technical Specifications
- Opinion of Probable Construction Cost

Subtask 6.2 Mariculture Tenant Relocations
The goal of this subtask is to develop final solutions for relocation of mariculture operators that will be displaced by the Terminal Project.

The Recipient shall:
- Conduct spatial planning, research and field investigations (i.e., eelgrass surveys) to identify appropriate location(s) to relocate mariculture businesses.
- Modify the mariculture operations' existing permits and amend the related California Environmental Quality Act (CEQA) documentation to allow for relocation of the operations to the site.
    - Submit *Amended Permits Package* to California Coastal Commission, North Coast Regional Water Quality Control Board, US Army Corps of Engineers and Humboldt Bay Harbor District.
    - Complete required *CEQA Documentation*.

Products:
- CEQA Documentation

<u>Subtask 6.3 Advanced Planning: Mitigation Site 1 - Ecological Center</u>

The Terminal Project will require several forms of impact mitigation, including biological and cultural mitigation. In collaboration with local tribes, the Harbor District has identified the abandoned Sierra Pacific Lumber Mill (which is a pre-historic Wiyot village site) to serve as a key site to conduct such mitigation. Thus, as a designated mitigation site, the site is a necessary part of the overall Terminal Project. The goal of this task is to design and permit transformation of the derelict coastal mill site along Humboldt Bay near the Redwood Marine Terminal with features that are envisioned to include the following project mitigation features:

- Management of site contamination and derelict structures and equipment
- Intertidal habitat restoration
- Dune habitat restoration
- Interpretive trails
- Tribal cultural center
- Tribally- and ecological-based educational and conference facilities
- Tribally-based aquaculture facilities
- Kayak launch and fishing pier

The Recipient shall:
- Conduct Tribal, agency, and public outreach and refine the site layout and concepts
- Conduct as needed special studies at the *Mill Restoration and Development Site* including:
    - Geotechnical investigation.
    - Utility service investigation (Water, Sewer, Storm drain, Gas, Electrical).

- Topographic and bathymetric survey.
- Coastal erosion analysis.
- Biological surveys.
- Wetland evaluation.
- Cultural resources survey.
- Review of existing hazardous materials evaluations.
- Agency coordination and meetings.
- Regulatory Permitting and CEQA/NEPA compliance.

- Develop site programming and basis of design.
- Develop schematic design of site and structures.
- Develop design development package.
- Develop advanced engineering and architectural designs for the preferred approach.
- Develop permit applications/documents as needed.
    - Coastal Development Permit Application, Harbor District Permit Application, Army Corps 401/404 Permit Applications, California Department of Fish and Wildlife 1600 Permit Application, California Environmental Quality Act and National Environmental Policy Act Documentation.
- Develop opinion of probable construction cost.

Products (as applicable):

- Geotechnical Investigation Results and Report.
- Utility Services Memo.
- Topographic and Bathymetric Survey Results incorporated into the design documents.
- Biological Surveys Results and Report.
- Wetland Evaluation Summary/Delineation.
- Cultural Resources Survey Results and Report.
- Hazardous Materials Assessment Report.
- Site Programming and Basis of Design Report.
- Schematic Design of Site and Structures.
- Advanced Engineering Design Plans and Technical Specifications.
- Copy of permit application/documents as applicable
- Opinion of Probable Construction Cost

<u>Subtask 6.4 Advanced Planning: Mitigation Site 2 - Biological</u>

Per feedback from several regulatory agencies, the port terminal project will impact palustrine wetlands, estuarine wetlands, multiple special status plant species, and several special status animal species. The goal of this task is to further develop the habitat restoration projects that are required by State and Federal regulatory agencies as compensatory mitigation for a range of biological and ecological impacts of the Project. The restoration projects are an integral and necessary component of the overall Terminal Project. The following tasks will be included in the planning and design of the mitigation site that is owned by the Harbor District and part of the overall Terminal Project.

The Recipient shall:

- Conduct as needed special studies at the Habitat Restoration Project site including:
    - Geotechnical investigation.
    - Topographic / Bathymetric surveys.

- Biological surveys.
- Wetland delineations.
- Cultural resource surveys.
- Hazardous materials assessment.
- Hydrologic / Hydraulic assessment.
- Site assessment and constraints analysis.
- Site access, operations, and maintenance analysis.
- Habitat Conversion Analyses.
- Adaptive Management Plan (AMP) and Habitat Mitigation & Monitoring Plan (HMMP).
- Agency Coordination and Meetings.

- Develop Summary Basis of Design Report.
- Develop Advanced Engineering Designs for the required Habitat Restoration Project.
- Develop *Opinion of Probable Construction Cost.*

Products (as applicable):

- Basis of Design Report describing the Habitat Restoration Project evaluation and selection of the preferred configuration and operation to meet the required performance objectives
- Geotechnical Investigation Results and Report
- Topographic / Bathymetric Survey Results incorporated into design plans
- Biological Surveys Results and Report
- Wetlands Delineation Report.
- Cultural Resources Survey Results and Report
- Hazardous Materials Assessment Report
- Hydrologic / Hydraulic Report
- Habitat Conversion Analyses results incorporated into design report
- Advanced Engineering Design plans and Technical Specifications
- Opinion of Probable Construction Cost

<u>Subtask 6.5 Advanced Planning: Recreation Use Replacement – Aquatic Center</u>

Per the feedback from various stakeholders, the port terminal project is expected to impact recreational boating in Humboldt Bay. The goal of this task is to design and permit a sailing and aquatic center on Woodley Island to support recreational activities on Humboldt Bay. The building is envisioned to be a 20,000 square foot two story building along with site modifications and modifications of an existing gangway to an existing dock adjacent to the new facilities. Construction of the center will offset recreational boating impacts that may result from the Terminal Project.

The Recipient shall:

- Conduct public outreach and refine the facility programming and site layout and concepts.
- Conduct as needed special studies at the *Aquatic and Sailing Center Site* including:
  - Geotechnical investigation (if budget allows)
  - Utility services investigation
  - Topographic survey
  - Bathymetric survey (if budget allows)
  - Biological surveys

    - Wetland evaluation
    - Cultural resources survey
    - Review of existing hazardous materials evaluations
    - Agency coordination and meetings
    - Permitting consultations with the California Coastal Commission, Humboldt Bay Harbor District, Army Corps of Engineers, NOAA Fisheries and California Department of Fish and Wildlife and CEQA compliance
- Develop site programming and basis of design
- Develop schematic design of site and structures
- Develop design development package (if budget allows)
- 30% engineering and conceptual architectural designs for the preferred approach
- Develop permit applications/documents as needed
    - Coastal Development Permit Amendment Application, Harbor District Permit Application, Army Corps 401/404 Permit Applications, California Department of Fish and Wildlife 1600 Permit Application, California Environmental Quality Act and National Environmental Policy Act Documentation
- Develop opinion of probable construction cost

Products (as applicable):
- Geotechnical Investigation Results and Report (if budget allows)
- Utility Service Memorandum
- Topographic and Bathymetric Survey Results incorporated into the design document. (if budget allows)
- Biological Surveys Results and Report
- Wetland Evaluation Summary
- Cultural Resources Survey Results and Report
- Hazardous Materials Assessment Report
- Site Programming and Basis of Design Report
- Schematic Design of Site and Structures
- Design Development of Site and Structures
- 30% Engineering Design Plans
- Copy of permit applications/documents as applicable
- Opinion of Probable Construction Cost

IX. TASK 7 DESIGN PLANNING

Subtask 7.1 Cost Estimate
The goal of this subtask is to refine the existing cost estimate for developing a final project.

The Recipient shall:
- Prepare an updated *Cost Estimate* that can be used as a basis for determining revenue required to recover the project costs, including financing costs, in the *Financial Analysis and Strategy*.

Products:
- Cost Estimate
- Financial Analysis and Strategy

Subtask 7.2 Advanced Engineering and Environmental Studies
The goal of this task is to advance structural, civil and coastal engineering and conduct environmental studies to inform advanced design, permitting and environmental studies for the proposed Terminal as well as Project components, including off-site mitigation, that are required to complete the Project. This task includes receiving, evaluating and/or incorporating input from agencies, stakeholders, tribes and the community. These topics have begun using other funding and will be advanced with CEC funds.

The Recipient shall:

- Conduct advanced engineering and environmental studies for the Terminal Project related to the following topics that have been identified as high priorities through ongoing tribal, stakeholder and agency engagement.
    - Solar array
    - Dredging and dredge material management
    - Access road improvements
    - Utility improvements, including PG&E assessment of upgrades to the electric grid to support the Terminal Project
    - Trail improvements
    - Surveying and right of way modifications
    - Wharf design
    - Backlands design

- Develop *CAD Drawings* for all design advancements.
- Prepare (e.g. Pacific Gas & Electric Company and Humboldt Bay Municipal Water District) studies and analysis related to delivery of power and water for the Project.
- Prepare *Technical Memo(s)* for each advanced engineering topic to summarize the approach and all key design decisions for each topic.

Products:
- CAD Drawings.
- Technical Memo(s) describing results of engineering and environmental study efforts.

X. PROJECT SCHEDULE
The overall Project is anticipated to take two years after notice to proceed. Please see the Excel spreadsheet in Attachment 5 for details.

XI. TASK 8 EVALUATION OF PROJECT BENEFITS
The goal of this task is to report the benefits resulting from the project.

The Recipient shall:
- Complete *the Initial Project Benefits Questionnaire*. The Initial Project Benefits Questionnaire shall be initially completed by the Recipient with ‘Kick-off’ selected for the

‘Relevant data collection period’ and submitted to the CAM for review and approval.

- Complete the *Annual Survey* by January 31st of each year. The Annual Survey includes but is not limited to the following information:
  - Project progress
  - New media and publications
  - Follow-on funding and awards received
- Complete the *Final Project Benefits Questionnaire*. The Final Project Benefits Questionnaire shall be completed by the Recipient with ‘Final’ selected for the ‘Relevant data collection period’ and submitted to the CAM for review and approval.
- Respond to CAM questions regarding the questionnaire drafts.

Products:

- Initial Project Benefits Questionnaire
- Annual Survey(s)
- Final Project Benefits Questionnaire