



MANILA COMMUNITY SERVICES DISTRICT

Agenda of Regular Meeting Tuesday February 17th, 2026, at 6:30 p.m.

Manila Community Center, 1611 Peninsula Drive Room A

Posted by Saturday February 14th, 2026, 6:30 p.m.

This meeting is accessible remotely via Zoom <https://us02web.zoom.us/j/3742372467> and phone-in @ 669-900-6833. Unless otherwise noted, all items on the agenda are subject to action by the Board of Directors. Time specific items (if any) are noted on the applicable agenda item and will be discussed at that time or as soon as practical. It is planned to record this meeting so that it is accessible by the public.

1) ROLL CALL, DETERMINE QUORUM:

2) APPROVE AGENDA:

3) PUBLIC INPUT / PETITIONS / ANNOUNCEMENTS: *The public is invited to present petitions, make announcements, or provide other information to the Board on matters not on the agenda. The Board may uniformly impose a time limit of 3 minutes for individual presentation to ensure every subject is heard. By public law, the Board cannot take action on items not on the agenda.*

4) BUSINESS ITEMS:

- a. **Receive for Discussion and Possible Action:** Save My Coast: Update (Faulk).
- b. **Receive for Discussion and Possible Action:** Amended and Restated Joint Powers Agreement of the Redwood Region Economic Development Commission.
- c. **Receive for Discussion and Possible Action:** First Reading (by title only) Ordinance 26-01 Board Meeting Schedule and Frequency: Change to Bi-monthly
- d. **Receive for Discussion and Possible Action:** Resolution 2026.01 Affirming Adoption of the Humboldt County Multi-Jurisdiction Hazard Mitigation Plan 2025

5) CONSENT CALENDAR: (Items may be pulled for future consideration) – Amendments or corrections should be received in writing prior to approval.

- a. **Receive Disbursements:** January 20th, 2026 - to date
- b. **Draft Minutes of January 20th, 2026**

6) BOARD DISCUSSION ITEMS:

- a. **Committee Member Updates/Reports**
- b. **General Manager's Report:**

7) INCOMING COMMUNICATIONS:

8) ADJOURNMENT:

If open session items cannot be completed by 8:30 P.M., the meeting may be adjourned to the next regular meeting, or the Board may vote to extend the meeting. A request for disability-related modification or accommodation, including auxiliary aids of services, may be made by a person with a disability, who requires a modification or accommodation in order to participate in the public meeting, by contacting the Manila CSD General Manager at least 24 hours prior to commencement of the meeting.

Agenda Summary

Agenda Item: 4A

Receive for Discussion and Possible Action: Save My Coast: Update (Faulk).

Summary:

The Manila CSD board was asked to participate in opposition to possible offshore resource extraction. Staff was asked to present this item for board consideration. The organization requests:

Local agencies are encouraged to adopt resolutions, submit joint comment letters, and coordinate outreach with partner jurisdictions. To collaborate or be listed as a partner, contact:

Santa Cruz County Third District Office

701 Ocean Street, Room 500

Santa Cruz, CA 95060

Phone: (831) 454-2200

Email: Third.District@santacruzcountyca.gov

Website: [Third District Offices](#)

Agenda Summary

Agenda Item: 4B

Receive for Discussion and Possible Action: Amended and Restated Joint Powers Agreement¹ of the Redwood Region Economic Development Commission.

Summary:

The Manila CSD is a member of the Redwood Region Economic Development Commission (RREDC) and has been asked to adopt the attached, amended JPA.

Here is a brief summary of the organization:

Redwood Region Economic Development Commission (RREDC) was formed in 1977 after Humboldt County received mitigation funds related to the expansion of Redwood National Park and recognized the need for a coordinated economic development strategy. Early efforts focused on creating one of the county's first public revolving loan funds, providing capital to local businesses that could not access traditional financing.

Over the years, RREDC has used loan interest to remain financially self-sustaining while expanding its role in the regional economy. In addition to business lending and technical assistance through the North Coast Small Business Development Center, RREDC has led and supported major regional initiatives, including past work on air service development and broadband expansion. Today, it continues to focus on business financing, collaboration, and long-term economic resilience across Humboldt County

Attachments:

Joint Powers Agreement

¹ Joint powers agency/agreement (JPA) Government Code §6500, et seq. The Joint Exercise of Powers Act allows public agencies, ranging from the federal government to the smallest special district, to enter into an agreement with each other to jointly exercise a common power. Council of governments (land-use and transportation) and risk management authorities (workers' compensation insurance) are considered JPAs.

**AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE
REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION**

This Amended and Restated Joint Powers Agreement of the Redwood Region Economic Development Commission is made and entered into pursuant to the provisions of California Government Code Section 6500 et seq. (the ACT), and supersedes the original Joint Powers Agreement effective November 1, 1977, and amended nine times from 1978 – 1992. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of [DATE.]

RECITALS

A. The Redwood Region Economic Development Commission (“COMMISSION” or “RREDC”) was formed in 1977 by the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, the Redwoods Community College District, the Humboldt Community Services District, the Humboldt Bay Municipal Water District, the Humboldt Bay Harbor, Recreation, and Conservation District, and the McKinleyville Community Services District. Subsequent amendments to the Agreement added to the membership the Redway Community Services District, Orick Community Services District, the Orleans Community Services District, the Manila Community Services District, the Willow Creek Community Services District, and the Hoopa Valley Tribe. These entities are referred to individually as a “Member,” and collectively, the “MEMBERS”.

B. The RREDC was formed in 1977 to, among other purposes, develop and implement a countywide Economic Development Action Plan and Strategy for Humboldt County, using financial assistance offered through the federal Public Works and Economic Development Act of 1965 (42 USC §§ 3121-3234). In 1992 the RREDC Joint Powers Agreement was amended to expand its regional effectiveness by coordinating economic development strategy with entities located in the Counties of Mendocino and Del Norte.

C. Successfully formulating and implementing an economic development strategy that best improves the quality of life in the region requires a united, sustainable, and collaborative approach to economic development projects and programs. Such regional coordination is ultimately beneficial to access and leverage federal and state resources and programs and provide capacity for smaller communities with limited resources.

D. The MEMBERS desire to amend the Agreement to create more sustainable and resilient economic opportunities. In particular, the MEMBERS seek to update the Agreement’s purposes to reflect current economic development practices, to facilitate greater coordination within the region, and to update administrative provisions of the Joint Powers Agreement such as the COMMISSION’s regular meeting schedule and its budget adoption schedule.

E. The MEMBERS believe it would be desirable and convenient to restate the Agreement in its entirety, to include previous amendments not further amended herein, and to make those amendments now desired by the MEMBERS.

NOW THEREFORE, based on the mutual covenants, conditions, and terms recited herein, which are made a material part of this agreement, the undersigned public agencies, collectively referred to herein as the “MEMBERS,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

AGREEMENT

ARTICLE I. COMMISSION FORMATION

Section 1.01 Formation. Pursuant to the Act, the MEMBERS hereby create a Joint Powers Agency to be known as the Redwood Region Economic Development Commission (COMMISSION).

Section 1.02 Separate Public Entity. The COMMISSION is a public entity separate from the MEMBERS within the meaning of Government Code Section 6507.

Section 1.03 Parties to this Agreement. For purposes of this Agreement, each MEMBER intends to, and does, contract with every other MEMBER which is a signatory to this Agreement and, in addition, with every public agency that becomes a MEMBER under Section 1.04. The withdrawal of any MEMBER from this Agreement does not affect its validity or enforceability as to the remaining MEMBERS, nor any remaining MEMBER’S intent to contract with any of the others.

Section 1.04 Membership. Any Public Agency as defined in Government Code Section 6500, which is located wholly or partly within the boundaries of Humboldt County, or any adjacent county, is eligible for membership in the COMMISSION. Upon approval by a simple majority vote of the full Board of Directors, any such public agency may become a MEMBER if:

- (a) its governing body duly approves membership and agrees to all the terms of this Joint Powers Agreement, and
- (b) An authorized officer of such agency executes this Agreement on its behalf.

ARTICLE II. DEFINITIONS

Section 2.01 Unless the context otherwise requires, the words and terms defined in this ARTICLE II shall, for the purposes hereof, have the meanings specified.

- (i) ACT. "ACT" means Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.
- (ii) COMMISSION. "COMMISSION" means the REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION created pursuant to this Agreement.
- (iii) BOARD OF DIRECTORS. "BOARD OF DIRECTORS" means the governing board of the COMMISSION established pursuant to this Agreement.
- (iv) MEMBER. "Member" means a Public Agency that is a party to this Joint Powers Agreement.
- (v) PUBLIC AGENCY. “Public Agency” is defined in Section 6500 of the Act.

ARTICLE III. PURPOSE

Section 3.01 The purpose of this Agreement is to create an independent public entity that will provide united, coordinated, efficient, sustainable, and equitable economic development programming for its MEMBERS and the community at large. Specifically, the COMMISSION will:

- (a) lead and participate in economic development programs in Humboldt County and with public entities, sovereign nations, businesses, and organizations therein and in adjacent and nearby counties and tribal lands, and
- (b) operate revolving loan funds and leverage other financial resources to provide access to capital to those individuals, businesses, and organizations that create jobs or otherwise provide opportunities for prosperity through sustainable economic growth, and
- (c) establish operating and advisory committees to assist the COMMISSION in carrying out the foregoing purposes and to assist the COMMISSION in the implementation of economic development projects and programs to improve the quality of life in the region.

ARTICLE IV. INTERNAL GOVERNANCE

Section 4.01 BOARD OF DIRECTORS The COMMISSION shall be governed by a Board of Directors composed of one representative from each Public Entity that is a party to this Agreement, each serving in an individual capacity as a member of the BOARD OF DIRECTORS.

Section 4.02 APPOINTMENTS TO BOARD OF DIRECTORS Each MEMBER shall appoint, from its respective governing board, one individual to serve on the Board of Directors of the COMMISSION. Each MEMBER shall also appoint from its respective governing board one alternate individual to serve on the Board of Directors in the absence of the primary individual appointed by that Member. The alternate individual may vote at any meeting of the BOARD OF DIRECTORS of the COMMISSION at which the primary representative appointed by that MEMBER is absent or disqualified.

Section 4.03 TERM OF APPOINTMENT Each MEMBER'S representatives appointed to serve on the Board of Directors shall serve at the pleasure of the appointing Member. The governing board of the MEMBER shall appoint replacement individuals to serve on the Board of Directors as needed to ensure that the MEMBER maintains continuous representation on the Board of Directors.

Section 4.04 VOTING POWER All voting power of the COMMISSION shall reside in the BOARD OF DIRECTORS.

Section 4.05 PROHIBITION OF EMPLOYMENT No person while serving as a member of the BOARD OF DIRECTORS of the COMMISSION shall be eligible to be appointed to any salaried office or employment in the service of the COMMISSION nor shall they become eligible for such appointment within one year after they have ceased to be a member of the BOARD OF DIRECTORS of the COMMISSION.

Section 4.06 COMPENSATION The members of the BOARD OF DIRECTORS and any committees formed by the COMMISSION shall serve without compensation. All members of the BOARD OF DIRECTORS may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as such members. Reimbursement of expenses shall be subject to approval of the BOARD OF DIRECTORS.

Section 4.07 REGULAR MEETINGS The Board of Directors shall establish by resolution the dates, times and places of its regular meetings, which shall be held not less than four times during each calendar year. The Board of Director's meetings shall be conducted in accordance with the Ralph M. Brown Act (Government Code Sections 54950 et seq.).

Section 4.08 ATTENDANCE AND PARTICIPATION MEMBER representatives are expected to attend every Board of Director's meeting, arrange for the attendance of their alternate representatively when not able to, and to notice appropriate Commission staff when they will not be in attendance. A MEMBER that fails to attend three regular successive meetings without notice to the COMMISSION or fails to appoint a representative to the Board of Directors without notice to the COMMISSION shall be deemed to have withdrawn as a party to this Agreement and as a MEMBER of the COMMISSION and will be ineligible to vote on COMMISSION business or constitute a quorum.

Section 4.09 QUORUM AND VOTING A majority of the Board of Directors shall constitute a quorum for the transaction of business. The Board of Directors shall act by motion or resolution. Except as otherwise expressly provided by this Agreement or applicable law, all motions, resolutions and ordinances of the Board of Directors, and all actions required or permitted to be taken by the MEMBERS acting through the Board of Directors, shall be by a majority vote of the quorum.

Section 4.10 RULES The BOARD OF DIRECTORS of the COMMISSION may adopt by-laws, rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

Section 4.11 CHAIR, VICE CHAIR AND SECRETARY The BOARD OF DIRECTORS shall elect a Chair of the Board and Vice Chair of the Board from among its membership each calendar year. If either the Chair's or the Vice Chair's MEMBER ceases to be a MEMBER of the Commission, the resulting vacancy shall be filled at the next regular meeting of the BOARD OF DIRECTORS held after such vacancy occurs. The CHAIR shall preside over and conduct all meetings of the BOARD OF DIRECTORS.

- (a) The CHAIR shall be the chairperson of the Board of Directors and shall conduct all Board of Director meetings and perform such other duties and functions required of such person by this Agreement or the Board.
- (b) The VICE CHAIR shall serve in the CHAIR's absence and perform such duties as required by this Agreement, the Board.
- (c) The BOARD OF DIRECTORS shall select a Secretary who may, but need not, be a member of the BOARD OF DIRECTORS. The Secretary shall serve at the pleasure of the BOARD OF DIRECTORS and shall perform those duties and functions customary to the office of Secretary of a Public Entity.

Section 4.12 TREASURER AND AUDITOR-CONTROLLER The Treasurer - Tax Collector of the COUNTY OF HUMBOLDT is hereby designated as the Treasurer of the COMMISSION and as the depository to have custody of all the money of the COMMISSION from whatever source. The Auditor-Controller of the COUNTY OF HUMBOLDT is hereby designated as the Auditor-Controller of the COMMISSION. The Treasurer-Tax Collector and the Auditor-Controller shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the ACT and shall ensure that there shall be strict accountability of all funds and report of all receipts and disbursements of the COMMISSION.

Section 4.13 LEGAL ADVISOR The BOARD OF DIRECTORS shall select, appoint, employ and retain the legal advisor of the COMMISSION, who shall perform such duties as may be prescribed by the BOARD OF DIRECTORS.

Section 4.14 EMPLOYEES The BOARD OF DIRECTORS shall have the power to appoint and employ such other officers, employees, and may contract with consultants and other professional persons or firms as it considers necessary for the purposes hereof.

ARTICLE V. POWERS

Section 5.01 GENERAL POWERS The COMMISSION created by this Agreement shall exercise in the manner hereinafter provided the powers common to each of the entities to this Agreement.

Section 5.02 SEPARATION As provided in the ACT, the COMMISSION shall be a public entity separate from the parties hereto.

Section 5.03 SPECIFIC POWERS The COMMISSION is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers for the purposes of this Agreement including, but not limited to, any or all the following:

- (a) To make and enter into contracts.
- (b) To employ agents, employees, consultants, and independent contractors.
- (c) To acquire, hold or dispose of real and personal property, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise.
- (d) To sue and be sued in its own name, except as otherwise provided by law.
- (e) To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any of the separate public entities that are parties to this Agreement.
- (f) To apply for, accept, receive, and disburse grants, loans, and other financial assistance from any agency of the United States of America or of the State of California, or from any other public agency or other sources, public or private, and expend such funds for the purposes outlined in this Agreement.

- (g) To invest any money that is not required for the immediate necessities of the COMMISSION, as the COMMISSION determines, is advisable, in the same manner and upon the same conditions as apply to local agencies, pursuant to Section 53601 of the Government Code of the State of California.
- (h) To carry out and enforce all the provisions of this Agreement.
- (i) To contract for and obtain insurance against any insurable risk reasonably anticipated to result from the exercise of any powers or functions of the COMMISSION or the performance of any duties by the officers and employees of the COMMISSION.
- (j) To make, adopt, amend, and repeal its bylaws, rules, ordinances, resolutions, and procedural regulations consistent with, and to carry into effect, the powers granted in and purposes of this Agreement.

Section 5.04 CLAIMS All claims and actions for money or damages against the COMMISSION and its officers and employees are governed by Division 3.6 (commencing with Section 810) of Title I of the Government Code of the State of California. The COMMISSION shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said Government Code.

Section 5.05 INTERESTS IN CONTRACTS The provisions of Article 4 (commencing with Section 1090), Article 4.5 (commencing with Section 1100), and Article 4.6 (commencing with Section 1120), Chapter 1, Division 4, Title I, and Sections 87100 et seq. of the Government Code of the State of California prohibiting certain financial interests in public contracts and pertaining to conflicts of interest shall apply to the officers, officials, directors, and employees of the COMMISSION.

Section 5.06 ENFORCEMENT BY COMMISSION The COMMISSION is hereby authorized to take any or all legal actions necessary and permitted by law to enforce this Agreement.

- (a) Appointment of Administering Entity Pursuant to Government Code Section 6506, the Board may appoint an agency or entity, including one or more MEMBERS upon consent of the governing body of such Member, a commission or board constituted pursuant to this Agreement, or a person, firm or corporation, including a nonprofit corporation, which it may designate, to administer or execute this Agreement, or any portions of this Agreement.

Section 5.07 RESTRICTIONS ON EXERCISE OF POWERS Powers of the COMMISSION shall be exercised as provided in the Act and shall be subject, in accordance with Section 6509 of the Act, to such restrictions upon the manner of exercising such powers as are imposed upon counties in the exercise of similar powers.

ARTICLE VI. FINANCIAL PROVISIONS

Section 6.01 FISCAL YEAR. The fiscal year of the COMMISSION shall be from July 1 of each year to and including June 30 of the following year.

Section 6.02 ADVANCES Each of the parties to this Agreement may advance to the COMMISSION money in such sums as may be mutually agreed upon by such party and the BOARD OF DIRECTORS. An amount equal to all advances made by each party, plus interest thereon at a rate to be mutually agreed upon by the COMMISSION and the party making such advances, shall be repaid by the COMMISSION funds then available to the COMMISSION. Repayment of such advances may also be made by the COMMISSION at such other time or times as the COMMISSION and the party making such advance shall mutually agree at the time such advance is made.

Section 6.03 ANNUAL BUDGET The Board of Directors shall adopt by majority vote of the full Board of Directors an annual budget for each fiscal year at or before its last regular meeting before June 30 of each year.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01 ACCOUNTS The COMMISSION shall keep accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the COMMISSION. Said books of account shall always be open to inspection by any representative of any of the parties hereto, or by any accountant or other person authorized by any party hereto to inspect said books of account.

Section 7.02 ANNUAL AUDIT The accounts and records of the COMMISSION shall be audited as provided in Government Code Sections 6505 and 6505.5 or as required by other entities providing funding to COMMISSION.

Section 7.03 LIMITATION ON LIABILITY OF MEMBERS FOR DEBTS AND OBLIGATIONS OF COMMISSION As provided for by Government Code section 6508.1, the debts, liabilities, and obligations of the COMMISSION do not constitute debts, liabilities, or obligations of any party to this Agreement. A MEMBER may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the COMMISSION.

Section 7.04 INDEMNITY The COMMISSION shall indemnify, defend and hold harmless the MEMBERS, their officers and employees, from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation), collectively referred to as 'injury', of every nature arising out of the COMMISSION activities described herein, or its failure to comply with any of its obligations contained herein, except where such injury is caused by the sole negligence or willful misconduct of a Member. Any defense of claims, as well as the cost of any judgments imposed for claims resulting from actions by the COMMISSION or any of the officers, agents, employees, or contractors of the COMMISSION in relation to this Agreement shall be the sole responsibility of the COMMISSION. To the extent that MEMBERS are also held jointly and severally liable for such amounts by Government Code section 895.2, if a MEMBER provides for such defense of itself or the COMMISSION, or pays all or a part of such judgment, the MEMBER shall be entitled to reimbursement in full from the COMMISSION, provided the MEMBER obtains prior approval from the COMMISSION.

Section 7.05 INSURANCE The COMMISSION will obtain at its expense, and maintain during the term of this Agreement, insurance against claims for injury to persons or damage to property or the environment which may arise from COMMISSION operations.

Section 7.06 AMENDMENTS This Agreement may be amended only by a written instrument, approved by an affirmative vote of the governing bodies of two thirds (2/3) of the MEMBERS, and meeting any requirements imposed by the terms or conditions of any revenue bonds issued by the COMMISSION and related documentation including, without limitation, indentures, trust agreements, resolutions and letter of credit agreements.

Section 7.07 CONSENT Notwithstanding the foregoing, no amendment shall require any MEMBER to contribute any funds to, or become directly or contingently liable for any debts, liabilities or obligations of, the COMMISSION, without that MEMBER'S written consent, signed by its duly authorized representative.

Section 7.08 WITHDRAWAL MEMBERS may withdraw at any time by providing written notice from the governing body of such MEMBER to the Board; provided that no MEMBER may withdraw if withdrawal would adversely affect a bond or other indebtedness issued by the COMMISSION, except upon a two-thirds (2/3) vote of the full Board. Withdrawal shall be effective upon receipt by the Board of said notice or upon said vote of the Board if required. The withdrawing MEMBER shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the effective date of withdrawal. Upon such withdrawal, no withdrawing MEMBER shall be entitled to any distribution or withdrawal of property or funds except as may be agreed to by the Board; however such MEMBER may be entitled to participate in a pro-rated return of surplus money and other surplus personal property upon the dissolution of the COMMISSION based on factors as determined by the Board such as but not limited to the MEMBER'S length of time of participation with and contribution to the COMMISSION.

Section 7.09 TERMINATION AND DISTRIBUTION This Agreement continues until terminated by the written consent of a simple majority of the full Board; provided that:

- (a) this Agreement cannot be terminated until such time as all principal of and interest on any bonds and other forms of indebtedness that the COMMISSION may issue are paid in full; and
- (b) this Agreement and the COMMISSION continue to exist following termination for the purpose of disposing of all claims, distributing assets, and all other functions necessary to conclude the obligations and affairs of the COMMISSION.

Section 7.10 DISTRIBUTION OF FUNDS AND ASSETS FOLLOWING TERMINATION After completion of the COMMISSION's purposes, any surplus money on deposit in any fund or account of the COMMISSION will be disposed of as required by law. All other property of the Commission, real and personal, shall be divided or disposed of in a manner agreed upon by the Board of Directors. The Board of Directors is vested with all powers of the COMMISSION for the purpose of concluding and dissolving its business affairs.

Section 7.11 NOTICES All notices which any MEMBER or the COMMISSION may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the MEMBER or the COMMISSION, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the MEMBER or the COMMISSION at its principal office, or to such other address as the COMMISSION or MEMBER may designate from time to time by written notice given to the other MEMBERS in the manner specified in this section. Service of notice shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or three (3) days after mailing if deposited in the United States mail. Until changed by written notice to the COMMISSION and the MEMBERS, notice shall be delivered as follows: **[LIST OF ENTITIES HERE]**

Section 7.12 PROHIBITION AGAINST ASSIGNMENT No MEMBER may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee or third-party beneficiary of a MEMBER has a right, claim or title to any part, share, interest, fund or asset of the COMMISSION. However, nothing in this Agreement prevents the COMMISSION from assigning any interest or right it may have under the Agreement to a third party.

Section 7.13 SEVERABILITY If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

Section 7.14 LIABILITY OF COMMISSION Subject to limitations contained in any trust agreement or other documents pursuant to which financing of the COMMISSION is implemented, COMMISSION funds may be used to defend, indemnify, and hold harmless the COMMISSION, any Member, any Director or Alternate Director, and any employee or officer of the COMMISSION for their actions taken within the scope of their duties while acting on behalf of the COMMISSION.

Section 7.15 GOVERNING LAW This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 7.16 COUNTERPARTS This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

Section 7.17 EFFECTIVE DATE In accordance with the initial Joint Powers Agreement, this Restated and Amended Joint Powers Agreement shall become effective at the time two-thirds (2/3) of the MEMBERS have approved this Amended and Restated Joint Powers Agreement.

IN WITNESS WHEREOF, this Amended and Restated Joint Powers Agreement has been duly considered by the governing bodies of all MEMBERS of the Redwood Region Economic Development Commission and has been approved by the governing bodies of all MEMBERS, and is hereby entered into by the MEMBERS effective as of the date written above.

SIGNATURES APPEAR ON FOLLOWING PAGES

Agenda Summary

Agenda Item: 4C

Receive for Discussion and Possible Action: First Reading (by title only) of Ordinance 26-01 Board Meeting Schedule and Frequency: Change to Bi-monthly

Summary:

At the January 20th, 2026, meeting of the board, staff was asked to author and introduce an ordinance for bi-monthly meetings, held on odd months and subsequent repeal of previous ordinance.

If adopted, this reading constitutes the first day of the 30-day waiting period and 15-day timer for publication. The ordinance will have a second reading March 17th, 2026, and become effective shortly thereafter.

Should the board need to convene between regular meetings, special meetings may be called with agenda notice posting of 24 hours. Staff would coordinate a poll for availability in each of these cases, as needed.

Barring any special meetings, the new meeting schedule would be as follows:

March 17, 2026

May 19, 2026

July 21, 2026

September 15, 2026

November 17, 2026

Attachments ORD 26-01

ORDINANCE NO. 26-01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE MANILA COMMUNITY SERVICES DISTRICT ESTABLISHING A BI-MONTHLY REGULAR MEETING SCHEDULE IN ODD-NUMBERED MONTHS AND REPEALING ORDINANCE NO. 21-01

WHEREAS, the Board of Directors of the Manila Community Services District (“District”) is authorized under applicable law to establish the time and place of its regular meetings; and

WHEREAS, the Board of Directors finds that holding regular meetings every other month will promote efficient governance while continuing to meet the needs of the District; and

WHEREAS, Ordinance No. 21-01 currently governs the regular meeting schedule of the Board of Directors and is inconsistent with the meeting schedule established by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Manila Community Services District as follows:

Section 1. Regular Meeting Schedule

The regular meetings of the Board of Directors of the Manila Community Services District shall be held **every other month during the odd-numbered months** of each calendar year, specifically **January, March, May, July, September, and November**.

Regular meetings shall be held on the **third Tuesday of the month at 6:30 p.m.**, at a **location within the jurisdiction of the Manila Community Services District**, as designated in the posted meeting agenda and in compliance with applicable open meeting laws.

Section 2. Special Meetings

Nothing in this Ordinance shall be construed to limit the authority of the Board of Directors to call special meetings as permitted by law.

Section 3. Repeal of Ordinance No. 21-01

Ordinance No. 21-01 is hereby repealed in its entirety.

Section 4. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date

This Ordinance shall take effect Thursday, March 19, 2026 or 30 days after the first reading in accordance with applicable law.

PASSED AND ADOPTED by the Board of Directors of the Manila Community Services District this 17th day of February 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Agenda Summary

Agenda Item: 4D

Receive for Discussion and Possible Action: Resolution 2026.01 Affirming Adoption of the Humboldt County Multi-Jurisdiction Hazard Mitigation Plan 2025

Summary:

The California Governor's Office of Emergency Services (Cal OES) requires Humboldt County to demonstrate compliance with Assembly Bill 2140 (AB 2140), which addresses the relationship between Local Hazard Mitigation Plans (LHMPs) and General Plan Safety Elements. Compliance with AB 2140 is required to maintain eligibility for funding under the California Disaster Assistance Act for eligible projects exceeding 75 percent of state-eligible costs.

In October 2017, the Humboldt County Board of Supervisors adopted an update to the General Plan Safety Element, which incorporated the Humboldt Operational Area Hazard Mitigation Plan by reference through Policy S-P35. In 2020, the Board adopted the most recent update to the LHMP, which was subsequently approved by both Cal OES and the Federal Emergency Management Agency (FEMA). An update to the LHMP was initiated in 2023. As of November 2025, Cal OES has reviewed and approved the updated Operational Area Hazard Mitigation Plan.

Adoption of Resolution 2026-01 documents compliance with AB 2140 and affirms prior County actions related to hazard mitigation planning and General Plan integration. Participating jurisdictions are required to adopt the plan within five years of the County approval date. The next resubmission date is December 9, 2030.

Recommended Motion: The Board adopt Resolution 2026.01

Attachments:

Manila CSD Resolution 2026.01

County Resolution 25-184

Links to Local Hazard Mitigation Plans:

<https://humboldt.gov/DocumentCenter/View/82770>

<https://humboldt.gov/DocumentCenter/View/82771>

**MANILA COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2026.01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANILA
COMMUNITY SERVICES DISTRICT
AUTHORIZING THE ADOPTION OF THE HUMBOLDT COUNTY MULTI-
JURISDICTION HAZARD MITIGATION PLAN 2025 UPDATE**

WHEREAS, all of Humboldt County has exposure to natural hazards that increase the risk to life, property, the environment, and the regional economy; and

WHEREAS, proactive mitigation of known hazards before a disaster can reduce or eliminate long-term risk to life and property; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre-and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Humboldt County, cities, towns, tribes, and special districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Humboldt County Operational Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses risk and vulnerability to natural hazards, develops mitigation strategies consistent with uniform goals and objectives, and establishes a framework for implementing, evaluating, and revising those strategies; and

WHEREAS, adoption of the Humboldt County Operational Area Hazard Mitigation Plan is required for the Manila Community Services District to remain eligible for certain federal hazard mitigation funding programs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Manila Community Services District that the Board:

- 1) Adopts in its entirety, Volume I and the introduction, chapter 1 -the Unincorporated Humboldt County jurisdictional annex, and the appendices of Volume II of the Humboldt County Operational Area Hazard Mitigation Plan (HMP);
- 2) Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified;

- 3) Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority;
- 4) Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP; and
- 5) Will help to promote and support the mitigation successes of all HMP Planning Partners.

AYES:

NOES:

ABSENT:

ABSTAIN:

Meghan Ryan, President

Attest:

Cynthia Bachemin, Secretary of the Board

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified Copy of Portion of Proceedings for the Meeting of December 9, 2025

RESOLUTION NO. 25 – 184

HUMBOLDT COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN 2025 UPDATE

WHEREAS, all of Humboldt County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Humboldt County, Cities, Towns, Tribes and Special Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Humboldt County Operational Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that the Humboldt County Board of Supervisors: Adopts in its entirety, Volume 1: Area-Wide Elements and Volume 2: Planning Partner Annexes of the Humboldt County Operational Area Hazard Mitigation Plan (HMP). Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified. Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority. Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP. Will help to promote and support the mitigation successes of all HMP Planning Partners.

Dated: 12/9/2025



Supervisor Natalie Arroyo, Vice-Chair
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Madrone, Seconded by Supervisor Bushnell, and the following vote:

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified Copy of Portion of Proceedings for the Meeting of December 9, 2025

AYES: Supervisors: -- Arroyo, Bushnell, and Madrone
NAYES: Supervisors: -- None
ABSENT: Supervisors: -- Bohn and Wilson
ABSTAIN: Supervisors: -- None
STATE OF CALIFORNIA
County of Humboldt

I, Tracy Damico, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true, and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.

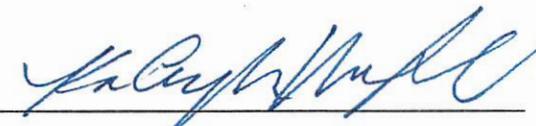
The within instrument is a full, true and correct copy of the original on file in this office.

ATTEST:

TRACY DAMICO
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

By


Deputy County Clerk



Kaleigh Maffei
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

Manila Community Services District

2/13/2026 12:12 PM

Register: 10117 · Coast Central Checking

From 01/20/2026 through 02/13/2026

Sorted by: Date, Type, Number/Ref

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|----------|--------------------------|---------------------------|-------------------|------------|---|------------|------------|
| 01/22/2026 | | QuickBooks Payroll ... | -split- | Created by Pay... | 6,740.20 | | | 19,675.80 |
| 01/23/2026 | | | 12000 · Accounts Rece... | Deposit | | | 12,401.59 | 32,077.39 |
| 01/23/2026 | | | 12999 · Undeposited F... | Deposit | | | 8,364.00 | 40,441.39 |
| 01/23/2026 | | | 12750 · Prop 2 Accoun... | Deposit | | | 119,459.00 | 159,900.39 |
| 01/23/2026 | | | 12750 · Prop 2 Accoun... | Deposit | | | 23,807.00 | 183,707.39 |
| 01/23/2026 | | EFTPS | -split- | 94-1653492 | 2,439.70 | | | 181,267.69 |
| 01/23/2026 | DD2288 | BACHEMIN, CYNT... | -split- | Direct Deposit | | X | | 181,267.69 |
| 01/23/2026 | DD2289 | BRODERICK, JOHN J | -split- | Direct Deposit | | X | | 181,267.69 |
| 01/23/2026 | DD2290 | DROP, CHRISTOP... | -split- | Direct Deposit | | X | | 181,267.69 |
| 01/23/2026 | DD2291 | FAULK-KELLOGG,... | -split- | Direct Deposit | | X | | 181,267.69 |
| 01/23/2026 | DD2292 | KITTLESON, KEN... | -split- | Direct Deposit | | X | | 181,267.69 |
| 01/23/2026 | DD2293 | RYAN, MEGHAN | -split- | Direct Deposit | | X | | 181,267.69 |
| 01/23/2026 | DD2294 | WATSON, ALISHA L | -split- | Direct Deposit | | X | | 181,267.69 |
| 01/26/2026 | | Debit Card- CCCU | -split- | Vista Print | 78.97 | | | 181,188.72 |
| 01/26/2026 | 3004 | GHD | 22000 · Accounts Paya... | INV 380-0081... | 14,555.00 | | | 166,633.72 |
| 01/26/2026 | 3005 | Wahlund Constructio... | 22000 · Accounts Paya... | INV 10 Engine... | 102,446.95 | | | 64,186.77 |
| 01/26/2026 | 3006 | GHD | 22000 · Accounts Paya... | INV 380-0082... | 10,101.50 | | | 54,085.27 |
| 01/26/2026 | 3007 | Wahlund Constructio... | 22000 · Accounts Paya... | INV 11 Engine... | 13,395.00 | | | 40,690.27 |
| 01/30/2026 | | | 12770 · Prop 1 Accoun... | Deposit | | | 135,506.00 | 176,196.27 |
| 01/30/2026 | 3008 | BADGER METER | 22000 · Accounts Paya... | INV 8022446... | 17.30 | | | 176,178.97 |
| 01/30/2026 | 3009 | CBS LEASING CO... | 22000 · Accounts Paya... | 003-0610693-0... | 336.45 | | | 175,842.52 |
| 01/30/2026 | 3010 | COLIN MEYER | 22000 · Accounts Paya... | | 175.00 | | | 175,667.52 |
| 01/30/2026 | 3011 | CSDA | 22000 · Accounts Paya... | 2026 Local Hu... | 50.00 | | | 175,617.52 |
| 01/30/2026 | 3012 | GREAT REDWOOD... | 22000 · Accounts Paya... | CRNA GRTA ... | 2,097.50 | | | 173,520.02 |
| 01/30/2026 | 3013 | RECOLOGY HUMB... | 22000 · Accounts Paya... | CUST 060790... | 659.01 | | | 172,861.01 |
| 01/30/2026 | 3014 | Restif Cleaning Servi... | 22000 · Accounts Paya... | Bathroom Clea... | 360.00 | | | 172,501.01 |
| 01/30/2026 | 3015 | VALLEY PACIFIC ... | 22000 · Accounts Paya... | 10366 | 330.31 | | | 172,170.70 |
| 01/30/2026 | 3016 | GHD | 22000 · Accounts Paya... | INV 380-0081... | 9,741.90 | | | 162,428.80 |
| 01/30/2026 | 3017 | Wahlund Constructio... | 22000 · Accounts Paya... | INV 16 Engine... | 125,764.13 | | | 36,664.67 |
| 01/30/2026 | To Print | SADIE HALL | 23000 · CBSW Cust... | DEPOSIT REF... | 115.30 | | | 36,549.37 |
| 02/03/2026 | | | 12000 · Accounts Rece... | Deposit | | | 3,977.40 | 40,526.77 |
| 02/03/2026 | | | 10200 · Coast Central ... | Funds Transfer... | | | 305,954.89 | 346,481.66 |
| 02/04/2026 | | Debit Card- CCCU | -split- | Rocky moutain... | 963.00 | | | 345,518.66 |
| 02/04/2026 | | Debit Card- CCCU | -split- | Amazon | 242.59 | | | 345,276.07 |
| 02/04/2026 | | VERIZON WIRELE... | -split- | Account #3420... | 114.36 | | | 345,161.71 |
| 02/04/2026 | | Debit Card- CCCU | 60000 · Water Dept. E... | Amazon | 137.83 | | | 345,023.88 |
| 02/04/2026 | 3018 | GHD | 22000 · Accounts Paya... | INV 380-0085... | 4,160.50 | | | 340,863.38 |
| 02/04/2026 | 3019 | Wahlund Constructio... | 22000 · Accounts Paya... | INV 3 Enginee... | 72,875.19 | | | 267,988.19 |
| 02/04/2026 | 3020 | GHD | 22000 · Accounts Paya... | INV 380-0082... | 4,149.00 | | | 263,839.19 |
| 02/04/2026 | 3021 | Wahlund Constructio... | 22000 · Accounts Paya... | INV 4 Enginee... | 222,196.45 | | | 41,642.74 |

Manila Community Services District

2/13/2026 12:12 PM

Register: 10117 · Coast Central Checking

From 01/20/2026 through 02/13/2026

Sorted by: Date, Type, Number/Ref

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|-------------|---------------|------------------------|---------------------------|--------------------|----------------|----------|----------------|----------------|
| 02/04/2026 | 3022 | GHD | 22000 · Accounts Paya... | INV 380-0084... | 4,636.75 | | | 37,005.99 |
| 02/04/2026 | | | 10200 · Coast Central ... | Funds Transfer... | | | 4,160.50 | 41,166.49 |
| 02/05/2026 | | QuickBooks Payroll ... | -split- | Created by Pay... | 6,054.84 | | | 35,111.65 |
| 02/05/2026 | | QuickBooks Payroll ... | -split- | Created by Pay... | 3,561.42 | | | 31,550.23 |
| 02/06/2026 | | EFTPS | -split- | 94-1653492 | 3,564.30 | | | 27,985.93 |
| 02/06/2026 | 3023 | Falor Waves | 22000 · Accounts Paya... | Logos added to... | 132.30 | | | 27,853.63 |
| 02/06/2026 | 3024 | HUMBOLDT BAY ... | 22000 · Accounts Paya... | January 1-30, 2... | 8,130.73 | | | 19,722.90 |
| 02/06/2026 | 3025 | Shafers Ace Hardware | 22000 · Accounts Paya... | INV 194439/3 ... | 114.70 | | | 19,608.20 |
| 02/06/2026 | DD2295 | DROP, CHRISTOP... | -split- | Direct Deposit | | X | | 19,608.20 |
| 02/06/2026 | DD2296 | KITTLESON, KEN... | -split- | Direct Deposit | | X | | 19,608.20 |
| 02/06/2026 | DD2297 | WATSON, ALISHA L | -split- | Direct Deposit | | X | | 19,608.20 |
| 02/06/2026 | DD2298 | WATSON, ALISHA L | -split- | Direct Deposit | | X | | 19,608.20 |



MANILA COMMUNITY SERVICES DISTRICT

Minutes of Regular Meeting Tuesday January 20th, 2026

1) **ROLL CALL, DETERMINE QUORUM:** *Broderick, Ryan, Bachemin and Faulk-Kellogg (Via zoom) present.. Muniz absent. Staff: Christopher Drop present*

2) **APPROVE AGENDA:** *There were no changes to the agenda*

3) **PUBLIC INPUT / PETITIONS / ANNOUNCEMENTS:** *A member of the public commented on water project. Another member asked the board to join a coalition preventing offshore drilling.*

4) **BUSINESS ITEMS:**

a. **Receive for Discussion and Possible Action:** *General Manager Contract Expiration/Extension. Bachemin/Broderick to extend contract for 90 days. Vote: 4-0*

b. **Review Policy on Board of Directors:** *Meeting Schedule and Frequency (from Dec 16th, 2025) Ryan/Broderick directed staff to author and present Ordinance specifying bi-monthly meetings on the odd-numbered months. Vote: 4-0*

c. **Receive for Discussion and Possible Action:** *2026 Mid-Year (Q2) Budget vs. Actual Ryan/Bachemin to receive and file Budget vs. Actual. Vote: 4-0*

5) **INFORMATIONAL ITEMS: (no action taken)**

a. **Strategic Plan 2018 with Goals and Strategies**

b. **Training and Forms Updates (Ethics, 700)**

6) **CONSENT CALENDAR: (Items may be pulled for future consideration) – Amendments or corrections should be received in writing prior to approval.**

a. **Receive Disbursements: December 17, 2025, - to date**

b. **Draft Minutes of December 16, 2025**

Broderick/Bachemin to approve consent calendar. Vote: 4-0

7) **BOARD DISCUSSION ITEMS:**

a. **Committee Member Updates/Reports**

b. **General Manager's Report:**

8) **INCOMING COMMUNICATIONS:**

9) **ADJOURNMENT:** *7:27 pm*

_____ Date: _____
Thia Bachemin, Secretary

_____ Date: _____
Meghan Ryan, Board President

General Manager's Report for January 2026

Water Project:

This project is effectively completed aside from some tuning of the pressure control and alarm systems.

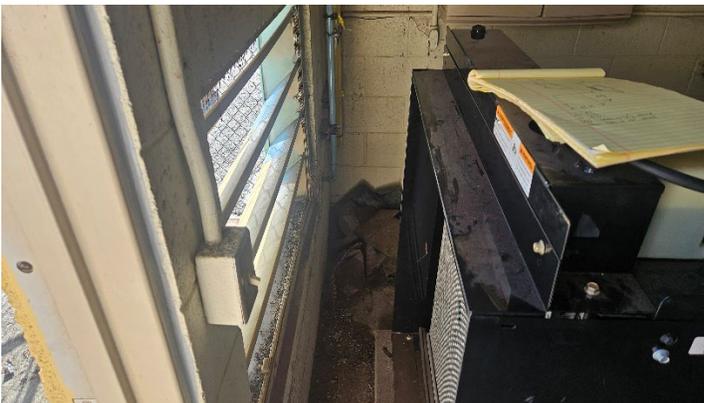
Wastewater Project:

The pond liner repairs are completed and new aerators installed: one of the aerators failed within a few days and is thought to be defective. The old unit was placed back in service until a replacement is delivered.



West Oxidation Pond Empty

The new generator has been installed and needs some LP service upgrades and should be online in coming weeks – before we go into bypass mode.



New Generator (without shroud)



Non-Dark sky compliant light

Bypass mode: In order to reconfigure the drywell pumps to wet well/submersible pumps, the entire system flows need to be redirected around the lift station for the duration of the work, which could take a couple of weeks. There is a bypass plan in place to ensure the sewer system remains fully operational.

About have of the planned PG&E power pedestal replacements are completed with new pads.

The propane tank is getting affixed with new regulators.

Dark-sky compliant lighting fixtures are still pending for both the new water pump house and the lift station.

Office:

We've received our **Starlink** satellite internet and installed pumphouse remote monitoring cameras:



Drainage Grant:

The district has not yet required use of the board-approved drawdown for \$75,000 (retention gap funding) and has received an advance of \$668,200. This project is nearing completion.

Manila Community Center:

Staff is still planning relocation of the propane tank. A replacement drinking fountain at the community center is planned this month.