

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

DATE: April 12, 2012

TIME: 6:00 p.m. Executive Closed Session
7:00 p.m. Regular Session

PLACE: Woodley Island Marina Meeting Room

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at 443-0801 five (5) working days in advance of the meeting.

1. **Call to Order at 6:00 p.m.**
 - a. **Move to Executive Closed Session pursuant to the provisions of the California Government Code Section 54957 (Public Employment) and Government Code Section 54956.8 (Conference with Real Property Negotiator)**
 1. **Public employment, position of Chief Executive Officer**
 2. **Conference with Real Property Negotiator**

Negotiating Parties: Paul Brisso, District Counsel; Mike Wilson, Board President; Patrick Higgins, Commissioner; Richard Marks, Commissioner; Patricia Tyson, Interim Chief Executive Officer

Under Negotiation:

 - 1) **Potential lease terms of property to Freshwater Tissue Company.**
 - 2) **Potential lease terms of property to TJS Leasing and Holding Company, Inc.**
 - 3) **Potential lease terms of property to Taylor Mariculture, Inc.**
2. **Adjourn Executive Closed Session**
3. **Call to Order Regular Session at 7:00 p.m. and Roll Call**
4. **Pledge of Allegiance**
5. **Public Comment**

Note: This portion of the Agenda allows the public to speak to the Board on 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 an 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 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. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.

6. Consent Calendar

Note: All matters listed under the Consent Calendar are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items. If discussion is required, that item will be removed from the Consent Calendar and considered separately.

Agenda for April 12, 2012 Regular Board Meeting

7. Communications and Reports

- a. Interim Chief Executive Officer's Report
- b. District Counsel's Report
- c. Staff Reports
- d. Commissioner Reports
- e. Advisory Committee Reports
- f. Other

8. Non Agenda

9. Unfinished Business

- a. Consideration of adoption of FY 2012/13 Preliminary Budget.

10. New Business

- a. Consideration of Agreement between the Humboldt Bay Harbor, Recreation and Conservation District and the Humboldt State University Sponsored Programs Foundation for the Humboldt Bay Physical Oceanographic Real Time System (HB PORTS) Operation and Maintenance Services.
- b. Consideration of Amendment 1 to the Access Agreement for Groundwater Monitoring at Redwood Marine Terminal Berth 2
- c. Consideration of Memorandum of Understanding with Cal Fire for use of conservation camp crews for invasive Spartina control.
- d. Consideration of Employment Contract with Jack Crider for the position of Humboldt Bay Harbor, Recreation and Conservation District Chief Executive Officer.

11. Administrative and Emergency Permits

12. Adjournment

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AGENDA REPORT

For Agenda of: April 12, 2012

Title: Consideration of adoption of FY 2012/13 Preliminary Budget

Place on Agenda: Unfinished Business

Summary of the Issue: At the March 29 Board meeting, the Commissioners were presented with a draft budget for the Budget Workshop. On April 2, the Budget Committee (Commissioners Dale and Higgins) met with the staff to have a follow-up discussion on several potential options for increasing revenue/decreasing expenses that were discussed in a previous meeting with staff. The Draft Budget presented on this agenda includes an increase in Total Revenue (due to a recommended 2.3% CPI increase to various Marina accounts, 5% increases to Fields Landing Boat Yard services and added revenue sources) and an increase in Capital Expenses for a project that will eventually decrease Total Expenses (as explained below).

Highlighted in yellow on this Draft Budget and the District's Fees and Rates Schedule are those areas that changed from the March 29 Draft Budget. The following explains the changes:

Revenue:

- Sales & Permits: includes a 5% increase to Fields Landing Boat Yard services and an increase in various Woodley Island Marina services
- Slip Rents, Transient Rentals and Liveaboard Surcharge: includes a 2.3% CPI increase
- Rents: includes a 5% increase to Fields Landing Boat Yard services and a 2.3% CPI increase to Marina services. Additionally, a temporary trailer storage area is designated on Woodley Island from May 1 – September 30 and pressure washer rental is added to the Boat Yard services.
- Late Fees and Interest: includes an increase to the incremental monthly Late Fees

Capital Expenditures:

- Woodley Island Marina Improvement: includes the cost to replace the dock electric meters with individual dock slip sub-meters, estimated to cost \$200,000. It will take approximately three years for the District to recover the cost through the annual decrease in Utilities expense from the sub-meters.

On the Summary of 2012/13 Budget, the "Total After Transfers" is \$253,949. Without the addition of the \$200,000 dock electric meters project, the recommended changes to the District's Fees and Rates Schedule amounts to an additional \$40,453 in Revenue over the March 29 Draft Budget.

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Humboldt Bay Harbor,

Recreation and Conservation

District

FY 2012/13 BUDGET For Budget Workshop

	2011-12	SUMMARY OF 2012-13 BUDGET		
	PROJECTED	GENERAL	MARINA	TOTAL
REVENUE	\$2,052,607	\$1,354,733	\$836,907	\$2,191,640
OPERATING EXPENSES	\$1,999,695	\$1,165,713	\$843,663	\$2,009,376
NON-OPERATING EXPENSES (Capital Expenses, Debt Pmt)	\$215,167	\$217,213	\$219,000	\$436,213
EXCESS REVENUES OVER(UNDER) EXPENSES	(\$162,255)	(\$28,193)	(\$225,756)	(\$253,949)
TRANSFERS TO/FROM FUND BALANCE DESIGNATIONS				\$0
TOTAL AFTER TRANSFERS	(\$162,255)	(\$28,193)	(\$225,756)	(\$253,949)

For Board of Commissioners Meeting
April 12, 2012

REVENUE

REVENUE				2012-13 Proposed Budget			
	2010-11	2011-12	2011-12				
	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>General</u>	<u>Marina</u>	<u>TOTAL</u>	<u>% of</u>
<u>Revenue</u>	<u>Audited</u>						<u>Total</u>
Tax Revenue	\$812,573	\$824,000	\$833,000	\$751,600	\$88,400	\$840,000	38.3%
Sales & Permits	\$60,364	\$64,000	\$64,000	\$45,200	\$21,000	\$66,200	3.0%
Harbor Surchg	\$67,946	\$144,000	\$91,736	\$120,000	\$0	\$120,000	5.5%
Pilotage Tariff	\$38,331	\$136,000	\$75,974	\$90,000	\$0	\$90,000	4.1%
Slip Rents	\$434,071	\$420,000	\$436,664	\$0	\$446,028	\$446,028	20.4%
Trans Rental	\$40,428	\$56,160	\$55,288	\$0	\$57,288	\$57,288	2.6%
Liveabrd Srchg	\$14,221	\$16,000	\$12,708	\$0	\$13,299	\$13,299	0.6%
WIM Dredge Srchg	\$51,373	\$63,000	\$63,924	\$0	\$64,000	\$64,000	2.9%
Rents	\$220,319	\$252,400	\$223,562	\$138,000	\$129,400	\$267,400	12.2%
Tideland Leases	\$138,094	\$142,849	\$142,849	\$143,687	\$0	\$143,687	6.6%
Late Fees/Int	\$8,813	\$7,500	\$7,902	\$1,500	\$10,400	\$11,900	0.5%
Other Rev	\$22,887	\$15,000	\$25,000	\$44,746	\$7,092	\$51,838	2.4%
Interest	\$21,165	\$40,000	\$20,000	\$20,000	\$0	\$20,000	0.9%
Total Revenue	\$1,930,585	\$2,180,909	\$2,052,607	\$1,354,733	\$836,907	\$2,191,640	100.0%

OPERATING EXPENSES

				2012-13 Proposed Budget			<u>% of Total</u>
	<u>2010-11</u>	<u>2011-12</u>	<u>2011-12</u>				
	<u>Actual Audited</u>	<u>Budget</u>	<u>Projected</u>	<u>General</u>	<u>Marina</u>	<u>TOTAL</u>	
<u>EXPENSES</u>							
Salaries/Wages	\$681,376	\$684,286	\$679,098	\$414,767	\$295,158	\$709,925	35.3%
Commish Fees	\$25,200	\$25,200	\$25,200	\$17,640	\$7,560	\$25,200	1.3%
Cntrct Temp Serv	\$10,405	\$0	\$0	\$0	\$0	\$0	0.0%
Auto Value	\$1,350	\$1,400	\$930	\$1,400		\$1,400	0.1%
Payroll Burden	\$358,094	\$374,045	\$374,045	\$213,054	\$145,447	\$358,501	17.8%
Advert/Promotion	\$6,140	\$6,000	\$9,672	\$6,000	\$1,000	\$7,000	0.3%
Automotive	\$21,730	\$15,000	\$16,488	\$14,000	\$3,000	\$17,000	0.8%
Communications	\$12,124	\$13,000	\$13,912	\$9,000	\$5,000	\$14,000	0.7%
Conference/Mtgs	\$40,238	\$33,000	\$28,000	\$26,000	\$4,000	\$30,000	1.5%
Dues/Subs	\$47,556	\$38,000	\$38,000	\$30,000	\$8,000	\$38,000	1.9%
Elect/Gov. Fees	\$24,218	\$45,000	\$45,000	\$18,690	\$2,310	\$21,000	1.0%
Insurance	\$40,251	\$55,000	\$55,000	\$35,000	\$20,000	\$55,000	2.7%
Office Expense	\$38,104	\$28,000	\$28,000	\$14,000	\$14,000	\$28,000	1.4%
Oper Supplies	\$5,271	\$7,000	\$7,000	\$3,500	\$3,500	\$7,000	0.3%
Security Guards	\$117,730	\$110,000	\$118,000	\$5,000	\$115,000	\$120,000	6.0%
Legal Services	\$14,086	\$30,000	\$30,000	\$30,000	\$5,000	\$35,000	1.7%
Accounting/Audit	\$40,783	\$42,750	\$42,750	\$31,062	\$9,688	\$40,750	2.0%
Eng Services	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
Plan Services	\$20,874	\$20,000	\$20,000	\$20,000	\$0	\$20,000	1.0%
Prof/Outsd Servcs	\$80,449	\$55,000	\$80,000	\$75,000	\$0	\$75,000	3.7%
Utilities	\$174,008	\$175,000	\$187,000	\$50,000	\$140,000	\$190,000	9.5%
Maintenance Exp	\$105,206	\$90,000	\$90,000	\$40,000	\$65,000	\$105,000	5.2%
Fields Lndng Exp.	\$84,639	\$66,600	\$66,600	\$66,600	\$0	\$66,600	3.3%
Shelter Cove Exp	\$21,576	\$25,000	\$25,000	\$25,000	\$0	\$25,000	1.2%
King Salmon Exp	\$695	\$2,000	\$2,000	\$2,000	\$0	\$2,000	0.1%
Rdwd Dock Exp	\$13,173	\$15,000	\$15,000	\$15,000	\$0	\$15,000	0.7%
Samoa Shops							
Planning Exp		\$2,000	\$2,000	\$2,000	\$0	\$2,000	0.1%
HBMP	\$43	\$1,000	\$1,000	\$1,000	\$0	\$1,000	0.0%
<u>TOTAL</u>							
<u>OPERATING EXPENSES</u>	\$1,985,319	\$1,959,281	\$1,999,695	\$1,165,713	\$843,663	\$2,009,376	100.00%

NON-OPERATING EXPENSES

CAPITAL EXPENDITURES

				<i>2012-13 Proposed Budget</i>		
CAPITAL EXPENDITURES	2010-11	2011-12	2011-12			
	<u>Actual Audited</u>	<u>Budget</u>	<u>Projected</u>	<u>General</u>	<u>Marina</u>	<u>TOTAL</u>
WI Facility Improvmt	\$15,589	\$30,000			\$219,000	\$219,000
WI Marina Dredging	\$16,820	\$0				\$0
FL Boat Yard	\$13,430	\$0				\$0
Marine Term Impr	\$38,343	\$0				\$0
Harbor Imprvmnt	\$0	\$0				\$0
Rec Enhance	\$0	\$0				\$0
Cons Enhance	\$0	\$0				\$0
Auto/Operating Equip	\$8,575	\$0		\$4,000		\$4,000
Office Equipment	\$7,031	\$0				\$0
TOTAL CAPITAL EXPENDITURES	\$99,788	\$30,000	\$0	\$4,000	\$219,000	\$223,000

DEBT PAYMENTS

				<i>2012-13 Proposed Budget</i>		
DEBT PAYMENTS	2010-11	2011-12	2011-12			
	<u>Actual Audited</u>	<u>Budget</u>	<u>Projected</u>	<u>General</u>	<u>Marina</u>	<u>TOTAL</u>
Cal Boating Loan	\$99,366	\$0			\$0	\$0
Deepening Loan	\$217,123	\$215,167	\$215,167	\$213,213		\$213,213
TOTAL DEBT PAYMENTS	\$316,489	\$215,167	\$215,167	\$213,213	\$0	\$213,213

CASH DESIGNATIONS

Projects	2011-12	2011-12	2012-13	2012-13	2012-13
	Balance forward	Reduction / Re-allocation to adjust to projected available funds	Use of Designations	Additions	Ending Balance 6/30/11
WI Facility Improvement	\$ 28,899	(\$15,880)			\$ 13,019
WI Marina Dredging	\$ 593,387			\$63,000	\$ 656,387
FL Boat Yard	\$ -				\$ -
Marine Terminal Impr.	\$ 362,539	(\$199,221)			\$ 163,318
Harbor Imprvmnts	\$ 112,211	(\$61,662)			\$ 50,549
Recreational Enhance	\$ 19,131	(\$10,513)			\$ 8,618
Conservation Enhance	\$ 23,154	(\$12,724)			\$ 10,430
Mariculture Mgmt Fund	\$ -				\$ -
Emergency	\$ 1,000,000				\$ 1,000,000
Total Fund Balance Designations	\$ 2,139,321	\$ (300,000)	\$ -	\$ 63,000	\$ 1,902,321

NARRATIVE FOR FY 2012-13 BUDGET

REVENUE

Tax Revenue

Estimated income received from County of Humboldt - District's portion of property taxes paid to County.

Sales and Permits

- General - Estimated income from permit fees and Travelift use at Fields Landing Boat Yard.
- Marina - Estimated income from coin-operated showers, washers, and dryers, vending machines, liveaboard inspection fees, and forklift fees.

Harbor Surcharge

Anticipated revenues to be generated by Harbor Improvement Surcharge.

Pilotage Tariff

Anticipated revenues to be generated by Bar Pilot services.

Slip Rentals

- Marina - Estimated income from the rental of slips at the Marina.

Transient Rentals

- Marina - Estimated income from the rental of transient slips at the Marina.

Liveaboard Surcharge

- Marina - Estimated income from the monthly charge for liveaboard tenants.

WIM Maintenance Dredging Surcharge

\$0.50/per foot/per month charge assessed toward future maintenance dredging of Woodley Island Marina. Revenue from this fee transferred directly to Woodley Island Marina Maintenance Dredge Fund Balance Designation.

Rents

Money to be received by the District for rents and concessions as follows: Café Marina Restaurant; Office Space; kayak storage fees; Fields Landing Boat Yard (including cell tower rent at \$18,000 per year); Redwood Dock property (building space rent/terminal lease/wharfage and dockage) and storage, and work yard rent on Woodley Island. Additionally, a storage area on Woodley Island for trailers has been designated and will be available from May 1 – September 30, a storage area for trailerable boats and pressure washer rentals have been added to Fields Landing Boat Yard services.

Tideland Leases

Money to be received by the District for tidelands leases held throughout the Humboldt Bay area.

Late Fees and Interest on Delinquent Accounts

Late fees and interest collected on delinquent accounts.

Other Revenue

Revenue received from Coast Seafoods for gallonage fees as a condition of their tideland lease, Secretariat Services for Harbor Safety Committee, other government agencies and miscellaneous operating and non-operating revenue.

EXPENSES

Salaries and Wages

Salaries and wages paid to Harbor District employees. Includes negotiated 3 percent wage increase for classified (union) employees.

Commissioners Fees

Fees paid for the service of Commissioners on the Board.

Auto Value

Imputed commuting value of District auto to Chief Executive Officer and Director of Facility Maintenance, which is treated as additional compensation to them in accordance with current IRS regulations.

Payroll Burden

Payroll Burden consists of employer-paid taxes and employer-paid benefits and insurances provided for in the District's Personnel Policy. The contribution rate for PERS for FY 12/13 is 9.349%.

Advertising and Promotion

General - Allocation for the printing of legal notices in the local newspapers required by laws and permit procedures of the State and the District. This line item also funds the printing and distribution of notices to inform the public of special interest items concerning the District's meeting and projects. There is also an amount included for the District's newsletter preparation and publication and for additional port, Marina and District marketing and promotional materials.

Marina - Allocation for the printing of notices, newsletters, Marina advertisements etc. to inform the Marina tenants and/or the general public of items which may be of special interest to them.

Automotive Expense

Cost of maintaining and fueling the District's automobiles, vessels, electric trucks, security vehicles, forklift, and other operating equipment.

Communications

Telephones and Cell Phones - Based on the average cost of telephone service for the last six months to include an increase in rates and usage. The Marina portion includes charges for a direct line to the police department. This amount includes the costs for the FAX, modem, E-mail, Website line, offsite Web link and cell phones.

Conferences & Meetings

Approves travel expenses for attendance at the following up to the total budget amount: (4) CMANC conferences; (4) AAPA conference/training; (3) CAPA conferences; (1) California Maritime Leadership Symposium; (3) legislative trips to Sacramento; (1) CSDA training conference, (4) Pacific Coast Congress of Harbor Masters, (2) Northern Area Port Security meetings, (4) Conservation-related meetings (Estuarine Research Foundation (ERF), CalERF, (2) West Coast Corridor Coalition meetings for marine highway establishment; and (2) safety seminars in order to maintain discounted Workers Compensation premiums. Additional conferences or travel that would exceed the budget require individual approval by the Board.

Dues & Subscriptions

This category includes dues for membership in the following organizations: California Marine Affairs and Navigation Conference, American Association of Port Authorities, Pacific Northwest Waterways Association, California Association of Port Authorities, California Special District Association, Association of California Water Agencies, Pacific Coast Congress of Harbor Managers and Port Masters, California Association of Harbor Masters and Port Captains, Fishing News, Pacific Fishing, Costco and various other subscriptions. Dues/Subscription costs vary by a variety of factors and amounts shown are estimated. Dues and subscriptions expenses that would exceed the budget require individual approval by the Board of Commissioners.

Elections and Fees Paid to Other Governmental Entities

There are no elections for the District in FY 2012/13; therefore no associated expenses.

Insurance

The Special Districts Risk Management Authority (SDRMA) policy combines several of the individual property, liability, bonds and other miscellaneous policies into one, plus the Marina Operator's Liability policy. SDRMA reported there will be no increase in the base rate for Property/Liability and Workers Compensation policies for FY 2012/13. Additionally there will be a decrease in the Workers Comp experience modification from 141% to 121% for 2012/13. The CAPA excess insurance through AON Risk Services is still in order. Insurance expenses that would exceed the budget require individual approval by the Board of Commissioners.

Office Expense

Expenses include office supplies and postage necessary for the operation of the office.

Operating Supplies

Expenses for janitorial supplies.

Security Guards

Security guard services for Woodley Island Marina and other Harbor District facilities (except Fields Landing) as needed.

Legal Services

Fees paid to District Counsel Paul Brisso for work in connection with the Woodley Island Marina and to do District legal work to draw up ordinances, permits, agreements between the District and other agencies, attend Commissioner meetings and all other general legal and litigation work needed by the District. This expense includes a \$10.00 per hour increase requested by District Counsel.

Accounting/Auditing Services

Fees paid for the services of District Treasurer Mark Wetzel for service in a controllership capacity, supervision of bookkeeping functions, statements and reports and monitoring all District cash transactions. Fees paid to independent accounting firm to perform the District's annual certified audit.

Engineering Services

Fees paid for the services of District Engineer to do general engineering work as required by the District.

Planning Services

Fees paid to District Planner Chad Roberts, PhD for planning services and environmental review as required by the District.

Professional/Outside Services

Funds paid for a maritime attorney (Lawrence G. Mallon, \$5,000) and a Washington DC representative (Edington, Peel and Assoc. \$30,000) to assist the District with harbor-related funding and legislation. This line item extends the retention of Larry Mallon and Edington, Peel and Assoc. to June 30, 2013 unless terminated prior to the end of the fiscal year. Funds allocated to SeagrassNet Study for FY 2012/13 (estimated \$5,000 for FY 2012/13). Consultant services required to finish Strategic Plan \$5,000. Funds allocated to HT Harvey & Associates for biological services related to MLPAI and other issues. Excess Liability Insurance broker fees (\$10,000) split between CAPA ports. Administrative Fee costs for BNY Mellon loan for Harbor Deepening Project. This account also includes funds for website maintenance, appraisal services, engineering and environmental consultant services required by the District Planner/Engineer that have not been covered in any other category.

Utilities

Expenses for electricity, gas, water, sewer and refuse for the District office, Marina docks, lights, office spaces, and buildings.

Maintenance Expense

Estimated expenses for repairs and maintenance to Marina docks, light fixtures, compressor, miscellaneous equipment, facilities and roof repairs to the main building, as well as other District facilities. Also includes all tools less than \$2,500 and annual maintenance agreements on office equipment.

Fields Landing Expense

This is to cover any expenses of the District for the repair and maintenance of the District's Fields Landing property including repairs to buildings and yard lighting. Also included are insurance, security, utilities, water, sewer, refuse, and telephone service.

Shelter Cove Expense

Expenses/miscellaneous items needed for the repair and maintenance of the District's facilities at Shelter Cove (includes Insurance Expense). Also includes repairs to breakwater, roads, fencing and fish cleaning station.

King Salmon Expense

Estimated expenses for maintaining the King Salmon Beach area, including replacing signage and vegetation maintenance.

Redwood Dock Expense

Estimated expenses for maintaining the Redwood Dock property to be paid from Fund Reservations for Marine Terminal Improvements.

Samoa Shops Planning Expense

Planning expenses related to the Samoa Shops complex.

Humboldt Bay Management Plan

Includes estimated expenses related to implementation of the Plan policies and data collection as necessary to achieve implementation for the Humboldt Bay Management Plan.

CAPITAL EXPENDITURES

Woodley Island Facility Improvement

Estimated expense for the replacement of the siding and windows in the Dockmaster/Security office, replacement of the main office building gutters and installation of dock electrical meters.

Woodley Island Marina Dredging

Estimated expenses in preparation of the next dredge cycle, which will occur in approximately 5-6 years.

Fields Landing Boat Yard

Estimated expenses for capital improvements to the Fields Landing Boat Yard.

Marine Terminal Improvement

Estimated expenses required for dredge site improvement, security, fencing, utility and structural upgrade of Redwood Dock Terminal (including Berths 1 & 2 and warehouses).

Harbor Improvement

Payments for harbor improvement projects such as channel deepening, shoreline protection, shoal abatement and navigation aid improvement

Recreational Enhancements

Estimated expenses for capital improvements related to recreational activities at facilities other than Woodley Island.

Conservation Enhancements

Estimated expenses for capital improvements related to conservation enhancements at facilities other than Woodley Island.

Auto/Operating Equipment

Estimated expenses for the purchase of a plasma metal cutting machine and a metal band saw.

Office Equipment

Estimated expenses for Office Equipment capital expenses.

FUND BALANCE DESIGNATIONS

Woodley Island Facility Improvement

Funds set aside for major Marina and upland construction, rehabilitation, improvement or expansion projects.

Woodley Island Marina Dredging

Funds set aside annually to pay for maintenance dredging of Woodley Island Marina every 7-10 years. In the FY 2010/11 budget, a \$0.50/ft/mo dredging surcharge was assessed to Woodley Island Marina slip rentals.

Fields Landing Boat Yard

Funds set aside for future maintenance projects on the Boat Building and Repair Facility in Fields Landing such as future repaving of the yard.

Marine Terminal Improvements

Funds set aside for construction, rehabilitation, improvement or expansion projects at the Redwood Dock Marine Terminal (including Berths 1 & 2 and warehouses and upland dredge disposal site), and Fields Landing Terminal.

Harbor Improvements

Funds set aside for harbor improvement projects such as channel deepening, shoreline protection, shoal abatement and navigation aid improvement.

Recreational Enhancements

Funds set aside for recreational facility construction, rehabilitation, improvement or expansion projects including funds set aside for acquisition of additional recreational facilities and for planning expenses related to the Samoa Shops complex.

Conservation Enhancements

Funds set aside for the acquisition, construction, restoration, rehabilitation or expansion of conservation areas.

Mariculture Management Fund

Each year the District shall reserve 25% of the tideland revenue from mariculture operations on tidelands leased as a part of the District's mariculture expansion project. These funds are reserved for future expenses related to permitting and environmental compliance for mariculture activities on District tidelands.

Emergency

Funds available for expenses related to recovery from emergencies.

**HUMBOLDT BAY HARBOR DISTRICT
PROPOSED FEE AND RATE SCHEDULE
for FY 2011/12**

FACILITY	SERVICE OR CHARGE	FEE OR RATE						
<u>HARBOR DISTRICT OFFICE</u>	<p>Requests for Copies of Public Documents</p> <p>Archival Research <i>*Archival research, as used in this context, is defined as the process of collecting any Harbor District information not dated within 30 days of the request.</i></p> <p>Photocopy cost (no binding included): ~ Request greater than 50 copies ~ Photocopy cost (less than 50 copies) - b/w ~ Photocopy cost - color (Per page) ~ Photocopy cost - oversized up to 11"x17" ~ Electronic media (disk, tape, etc)</p> <p><i>**Actual cost is the charge for the Harbor District cost for the actual time of the position reproducing any information (wage and payroll burden) plus the actual media cost (photocopy, computer disc, tape, etc) and any costs incurred for archival research</i></p> <p>Board Meeting Agendas (paper copies) Board Meeting Minutes (paper copies)</p> <p>Facsimiles</p> <p>Permit Process</p> <p>Notary Services</p> <p>Late Fees and Interest Monthly moorage rent is due on the first of each month and considered late if not paid on or before the 10th of each month. Interest is applied at the end of the month on the balance due.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Account balances between \$5.00-\$50.00</td> <td style="text-align: right;">\$10.00</td> </tr> <tr> <td>Account balances between \$50.01-\$100.00</td> <td style="text-align: right;">\$15.00</td> </tr> <tr> <td>Account balances over \$100.01</td> <td style="text-align: right;">\$25.00</td> </tr> </table>	Account balances between \$5.00-\$50.00	\$10.00	Account balances between \$50.01-\$100.00	\$15.00	Account balances over \$100.01	\$25.00	<p>\$40.00 per hour*</p> <p>Actual Cost** \$0.10 per side \$1.00 per side \$0.25 per side Actual Cost**</p> <p>\$25.00 per calendar year \$25.00 per calendar year</p> <p>\$1.00 per page</p> <p>\$100.00 filing fee, plus processing costs</p> <p>\$10.00 per signature per document</p>
Account balances between \$5.00-\$50.00	\$10.00							
Account balances between \$50.01-\$100.00	\$15.00							
Account balances over \$100.01	\$25.00							
<u>WOODLEY ISLAND MARINA</u>	<p>Slip Rates Daily* Weekly* Monthly* Yearly* (20% savings over monthly rate) *Plus Maintenance Dredge Surcharge</p>	<p>\$0.43* per foot/per day \$1.81* per foot/per week \$4.15* per foot/per month \$3.46* per ft/per mo/per yr \$0.50 per foot per month</p>						

FACILITY	SERVICE OR CHARGE	FEE OR RATE
WOODLEY ISLAND MARINA Cont'd		
	Liveaboard Inspection (30 day inspection period)	\$50 non-refundable one time charge
	Up to 2 people	\$138.30 per month plus slip rent
	Each additional liveaboard person	\$90.45 per month
	Restroom Key Deposit	\$20 each
	Electrical Plug Deposit	\$100 each
	Forklift Fee	\$30 per hour, one hr min. per month; thereafter 1/2 hr.. increments
	Storage Areas	
	North Lot	\$0.30 per sq ft/per mo; \$0.27 per sq ft/per mo/per yr
	Work Yard	\$1.25 per marked square/per day (14 day max in work yard unless authorized in writing by CEO)
	Temporary Storage: May 1- September 30. For boat trailers only	\$0.30 per sq ft/per mo
	Work Dock/Hoist Use	\$30 per hr (tenants free) - 1 hr min.
	Pump Outs (by District Personnel)	
	Bilge - maximum 50 gallons	\$20 per pump out of less than 50 gals (tenants and govt free)
	Sewage	Free
	Showers	\$0.50 for six minutes
	Washers	\$2.00 per load
	Dryers	\$0.25 for 7 minutes
	Soap Dispenser	\$0.75 per box

FACILITY	SERVICE OR CHARGE	FEE OR RATE
HUMBOLDT BAY EMERGENCY RESPONSE Cont'd	<p>Oil Spill Trailer</p> <p>Side Scan Sonar</p> <p>Security Zone Buoy System</p> <p>1. Less than 300 ft LOA (Round Trip): \$3,000 2. Every 100 ft LOA thereafter (Add'l) \$850</p> <p>Shift Rates</p> <p>a. Wharf to wharf, wharf to anchor, or anchor to wharf \$2,000 b. From No. Bay to So. Bay, or So. Bay to No. Bay \$2,500</p> <p>Pilot carried away from Station</p> <p>a. Actual expenses and per diem of: \$750 per day</p> <p>Uncorrected Orders</p> <p>a. When vessel's owner or agents do not correct their ETA within four (4) hours of last ETA given, compensation will be charged and applied starting at the last ETA given until arrival \$500 per hour</p> <p>Standing-By</p> <p>When a pilot is onboard a Ship, Tug or Pilot Boat standing -by for a vessel to arrive, shift or sail and the movement is delayed, a charge of \$500 per hour will be incurred: (1/4 hour charges thereafter) \$500 per hour</p> <p>All vessels, their tackle, apparel, furniture, their master, owners and Agents are jointly and severally liable for pilotage fees, which may be recovered in any court of competent jurisdiction</p>	<p>\$200/day + replacement of consummables</p> <p>\$500/day + personnel cost</p> <p>\$1,000 per 24 hr period (installed)</p> <p>\$3,000</p> <p>\$850</p> <p>\$2,000</p> <p>\$2,500</p> <p>\$750 per day</p> <p>\$500 per hour</p> <p>\$500 per hour</p>
GENERAL CHARGES	Back Flow Preventor Inspection	actual cost

PORT OF HUMBOLDT BAY - TERMINALS TARIFF	WHARFAGE, HANDLING, SERVICE AND FACILITIES (S&F), CAR LOADING AND UNLOADING With Exception of Freight NOS, Commodities Are "Generally" Listed in Alphabetical Order	Wharfage	Service & Facility	Delivery
	Freight, NOS			
	Import/Inbound per 1,000 kgs	\$11.03	\$54.49	
	Export/Outbound Traffic per 1,000 kgs	\$11.03	\$54.49	
	Service & Facilities, NOS Inbound			
	0-1,000 kgs per unit	\$23.06 In	\$14.56 Out	
	1,000-3,000 kgs per unit	\$13.24 In	\$10.99 Out	
	3,000 kgs or more per unit	\$9.12 In	\$9.12 Out	
	Handled direct between vessels open vehicles or water	\$3.73 In	\$3.73 Out	
	Boats, Pleasure			
	Import, per 1,000 kgs	\$30.26	\$23.35	
	M/H Export, per Cubic Meter	\$2.36	\$4.00	
	Houses or Buildings, Modules			
	Fabricated, KD or in Flat Sections	\$9.39	\$12.91	\$8.99
	Logs, Viz (Namely)			
	Logs, Bolts or Peelers per 1,000 FBM			
	Scribner Scale - Between vessel & dock	\$9.99	\$8.12	
	Ex-Water	\$4.65	\$3.73	
	Lumber/Lumber Products			
	Lumber, per 1,000 FBM:			
	NOS	\$6.27	\$19.13	\$13.30
	Piling, Poles, Posts or Cants per 1,000 FBM (Brereton Scale)	\$6.27	\$6.16	
	Plywood, Veneered Wood, or Wood Hardboard, per 1,000 kgs	\$5.94	\$17.30	\$12.89
	Note: Small Lots Fee: A charge of \$100 will be assessed against inbound Lumber for bills of lading below 20 metric tons			
	Note: When Hardwood Lumber or Logs are manifested per weight, the following ratios will be used to determine the FBM: Lumber - 3.5 lbs. per FBM; Logs - 4.5 lbs per FBM. When Hardwood Lumber or Softwood Lumber is manifested per cbm, the following ratio will be used to determine the FBM: 2.36 cbm per MFBM.			
	Machinery, Farm & Construction Equip.			
	Machinery, Farm & Construction Equipment & Parts, non-drivable. See Note NOS up to 24,000 kgs per unit	\$11.27	\$17.89	\$9.91
	Farm & Construction Equipment, kgs Assembled & drivable up to 24,000 See Note per unit	\$11.27	\$17.89	\$9.91
	Farm & Construction Equipment & Issued: 07/16/09 Parts, drivable & non-drivable, units weight 24, 000 kgs and over	\$11.27	\$14.10	\$7.02

		Wharfage	Service & Facility	Delivery
	Direct Load or Discharge between Truck/Railcar & Ship	\$11.27	\$14.10	\$7.07
	Ro-Ro Machinery, Ro-Ro Cargo Loading, not including lashing and securing	\$11.27	\$7.02 \$316.53 per car	\$6.04
	Metals, NOS, weighing 0-999 kgs per unit	\$10.91	\$31.30	\$9.52
	Metals, 1,000-1,999 kgs per unit	\$10.91	\$13.76	\$9.52
	Metals, 2,000-2,999 kgs per unit	\$10.91	\$11.56	\$9.52
	Metals, 3,000 kgs and over per unit	\$10.91	\$9.42	\$9.52
Note: Small Lots Fee: A charge of \$100 will be assessed against inbound Metals for bills of lading below 20 metric tons				
	Paper/Paper Products NOS	\$5.69	\$26.40	\$6.32
	Scrap or wastepaper or pulpboard, in machine-pressed bales	\$5.69	\$23.63	\$7.47
	Pulp			
	Paper/wood (except screenings, tailings or wetlaps), compressed bales when received unitized for forklift handling:			
	0-1,000 tons per vessel	\$3.93	\$26.40	\$6.32
	1,000 tons or over	\$3.93	\$23.63	\$6.32
	Vehicles, Viz			
	NOS	\$21.43	\$31.07	
	Vehicles, Non-Traditional for water or air (i.e. helicopters, sailplanes)			
	Automobiles, NOS including POVs (privately owned vehicle), custom vans	\$10.53	\$20.80	\$14.87
	Automobiles, discharged from/loaded to Auto carriers volume per individual import/vehicle, export account per calendar year:			
	1-40,000	\$9.47	\$13.98	
	40,001 and up	\$7.15	\$13.98	
	Windmills, Knocked Down			
	See Port Director for special rate considerations	\$10.98	\$9.69	
Definitions:	NOS - Not Otherwise Specified			
	KGS - Kilograms			
	M/H - Man-Hours and Equipment			
	FBM - Feet Board Measure			
	CBM - Cubic Meter			
	MFBM - Metric Foot Board Measure			
	KD - Knocked Down			
	S&F - Service and Facility Charge			
	D/O - Delivery Order			
	VIZ - Namely			
	Wharfage - a charge assessed all cargo passing, or conveyed over, onto or under wharves, or between vessels (to or from barge, lighter or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf, and does not include charges for any other service.			

10a

AGREEMENT
Between the
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION
DISTRICT
And the
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS
FOUNDATION
For the
HUMBOLDT BAY
PHYSICAL OCEANOGRAPHIC REAL TIME SYSTEM (HB PORTS®)
OPERATION AND MAINTENANCE SERVICES

This Agreement is made and entered into as of the ____ day of _____ 2012 by and between the Humboldt Bay Harbor, Recreation, and Conservation District, hereafter referred to as "DISTRICT" and Humboldt State University Sponsored Programs Foundation hereinafter referred to as "HSUF".

THE PARTIES AGREE AS FOLLOWS:

1. BASIC SERVICES

A. HSUF will provide the following items using DISTRICT funds:

- i. Routine maintenance of the HB PORTS® non-National Water Level Observation Network (NWLON) instruments, including calibration of sensors as per the National Oceanic and Atmospheric Administration National Ocean Service (NOS) maintenance guidance in the Scope of Work detailed in Exhibit A which is attached and made a part of this Agreement by this reference.
- ii. Emergency repairs to the non-NWLON instruments in accordance with NOS standards outlined in Scope of Work detailed in Exhibit A which is attached and made a part of this Agreement by this reference. DISTRICT will provide the necessary modules/components required for the repairs.

B. DISTRICT shall:

- i. Provide the funding described in Paragraph 3 of this Agreement for the equipment, installation, management, operation, maintenance, and repair of the HB PORTS®.

- C. HSUF will not modify, or upgrade any component of HB PORTS® and nothing contained in this Agreement gives, or vests HSUF in any authority to modify, or upgrade any component of HB PORTS® without the written consent of NOS and DISTRICT.

2. TERM

The term of this Agreement is for five (5) years commencing April 12, 2012.

The term of this Agreement may be extended for any length of time by mutual agreement and at no cost to HSUF or DISTRICT.

3. COMPENSATION

DISTRICT agrees to pay HSUF in full compensation for performing the basic services for work performed as described in Paragraph 1 and Exhibit A of this Agreement by HSUF, at a time and material basis not to exceed thirty thousand dollars (\$30,000) per year unless written authorization obtained from DISTRICT.

HSUF shall bill for services rendered to DISTRICT quarterly, by the last day of the months of April; July; October; and January for services rendered for the previous quarter.

The DISTRICT is obtaining funding for this Agreement through a separate Agreement with Chevron Products Company, a Division of Chevron U.S.A. Inc. If Chevron questions any billing or invoice, HSUF shall provide to DISTRICT and Chevron all reasonably requested additional information and documentation concerning the work or invoices, at no additional charge to DISTRICT. Payment to HSUF by DISTRICT for any billing or invoice is contingent upon approval for reimbursement to the District by Chevron.

Payments prior to satisfactory completion of all work required by the agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the Agreement, and provided, further, that the DISTRICT shall retain from HSUF's earnings for each period for which payment is made an amount equal to ten percent (10%) of such earnings, pending satisfactory completion of the Agreement.

4. CORRECTION OF WORK

The performance of services or acceptance of information furnished by HSUF shall not relieve HSUF from obligation to correct any defective work subsequently discovered on all incomplete, inaccurate or defective work rendered by HSUF and shall be remedied by HSUF on demand without cost to DISTRICT. Request for correction of Work must be made in writing within 30 days of after the incomplete, inaccurate or defective work has been discovered, or with reasonable diligence should have been discovered, by the DISTRICT.

5. INDEMNIFICATION

HSUF shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of HSUF, its employees, agents or subcontractors during the progress of or connected with rendition of services herein rendered, and HSUF shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for property damage, personal injuries or deaths arising out of the negligence of performance of work of HSUF or its subcontractors under this Agreement.

DISTRICT shall be responsible for all injuries or deaths to persons and all damage to property of HSUF or others caused by or resulting from the negligence of DISTRICT, its employees, agents or subcontractors (other than HSUF) during the progress of or connected with rendition of services herein rendered, and DISTRICT shall defend and hold harmless and indemnify HSUF and all its officers and employees of HSUF from all costs and payments for damages for property damage, personal injuries or deaths arising out of the negligence of performance of work of DISTRICT or its subcontractors (other than HSUF) under this Agreement.

6. INSURANCE

HSUF shall, at its own expense, take out and keep in force during the continuance of this contract:

- a. A public liability insurance policy in a company or companies to protect HSUF, its officers, agents and employees against liability to the public, incident to the work to be performed under this Agreement. Said insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00) to indemnify against the claim of any one person or two or more persons or property damage. Said insurance shall name the DISTRICT as an additional insured and shall be primary to any insurance maintained by the DISTRICT.

HSUF at its own cost and expense is to procure and maintain during the continuance of this Agreement a policy of Workers' Compensation or Employer's liability insurance for the protection of its employees engaged in the work required by this Agreement.

DISTRICT shall, at its own expense, take out and keep in force during the continuance of this contract:

A public liability insurance policy in a company or companies to protect DISTRICT, its officers, agents and employees against liability to the public, incident to the work to be performed under this Agreement. Said insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00) to indemnify against the claim of any one person or two or more persons or property damage. Said insurance shall name the HSUF as an additional insured and shall be secondary or excess, except for claims arising out of the sole negligence of DISTRICT, to any insurance maintained by the HSUF.

7. EMPLOYMENT PRACTICES

In the performance of this Agreement, HSUF shall not discriminate against any person upon the basis of race, color, creed, national origin or sex, and HSUF shall comply with all non-discrimination and affirmative action programs required by any State or Federal agency providing funds for the various projects.

This project will involve HSUF divers in the maintenance of the PORTS instruments. Any aspect of the project involving HSUF divers must be approved by the Humboldt State University (HSU) Dive Safety Officer (DSO) and follow the protocol outlined in the HSU Dive Safety Manual. This requires use of only certified divers and the filing of an approved dive safety plan for each dive operation. HSUF shall be solely responsible for ensuring that any required approval is obtained and the applicable protocols are followed by HSUF divers.

Some aspects of this project may involve NOAA and/or Humboldt Harbor District divers. Each of these organizations has their own protocols regarding equipment operation and maintenance and diving, and each has their own Dive Safety Officers. Each of these organizations is required to follow their own protocols and operate independently of HSU/HSUF dive procedures.

8. CONFLICT OF INTEREST

HSUF shall comply with Federal and State conflict of interest laws.

9. COMPLIANCE WITH LOCAL LAWS

HSUF shall comply with all other applicable laws, ordinances, codes and regulations of the Federal, State and local government.

10. SUBCONTRACTING

None of the obligations or rights created by this Agreement shall be contracted, subcontracted or assigned by HSUF without the prior written consent of DISTRICT.

11. TERMINATE/SUSPEND/EXTEND/AMEND AGREEMENT

Either party may terminate or suspend this Agreement without penalty upon sixty (60) days notice to the other. In the latter event, DISTRICT shall pay HSUF for the work actually performed by HSUF under this Agreement up to the time of such notice of termination.

Upon termination, all documents furnished by DISTRICT to HSUF to facilitate its work shall be forthwith returned to DISTRICT. Copies of all reports, documents and work papers prepared by HSUF to the date of termination shall be furnished by HSUF to DISTRICT promptly upon termination. Reports, documents and work papers to be prepared by HSUF for this project are the property of the DISTRICT

This Agreement may be extended or amended by mutual consent of DISTRICT and HSUF by written amendment to this Agreement.

12. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to other party shall be in writing and shall be effective when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

DISTRICT: Humboldt Bay Harbor, Recreation
and Conservation District
P.O. Box 1030
Eureka, CA 95502-1030

HSUF: Humboldt State University Foundation
P.O. Box 1185
Arcata, CA 95518-1185

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

HUMBOLDT STATE UNIVERSITY
FOUNDATION

By _____
MIKE WILSON, President

By _____
STEVE KARP, Director

EXHIBIT A
SCOPE OF WORK
HUMBOLDT BAY PHYSICAL OCEANOGRAPHIC REAL TIME SYSTEM (PORTS)
OPERATION AND MAINTENANCE SERVICES

I. THE HUMBOLDT BAY PORTS®

The HB PORTS® will consist of the following major components:

- B. Current measurement stations at four locations: (1) Bar Channel Buoy #2 (buoy mount); (2) Channel Buoy #9 (buoy mount); (3) Fields Landing Channel Buoy #5 (buoy mount) and (4) Chevron Eureka Marine Terminal Dock. Each location includes an Acoustic Doppler Current Profiler (ADCP) to measure currents; electronic control box; a rechargeable battery; a solar panel or AC charger; and a telemetry system (radio/modem/antenna for telephone modem) mounted on a US Coast Guard Aid to Navigation (ATON) buoy.
- C. An existing NOS National Water Level Observation Network (NWLON) station upgraded for PORTS® at North Spit (Station ID: 9418767). This station includes an air acoustic water level sensor with protective well, back up pressure-based water level sensor, Data Collection Platform (DCP) with a Geostationary Operational Environmental Satellite (GOES) transmitter, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna for telephone modem). This station also includes a meteorological package consisting of an anemometer, air/water temperature sensors, and barometric pressure sensor.
- D. A centralized Voice Data Response System (VDRS) located at NOS Headquarters, Silver Spring, Maryland, with access provided via a toll-free number.
- E. Spare current meter, clamperatus and measurement system components.
- F. Additional data collection sites or sensors may be added to the HB PORTS® in the future as identified by amendments to this Agreement. HSUF divers will not actively participate with installation activities. Installation of HB PORTS® or new sensors will be observed by HSUF divers, when possible.

Maintenance must be conducted both at the system level and at the component level, at intervals that vary from bi-monthly to every two years. For reliable operation of the system with less than five percent down time, and to ensure dissemination of quality assured data, PORTS® must be maintained rigorously by personnel with the required expertise.

HSUF shall furnish the basic services which are enumerated as follows:

A. MANAGEMENT AND OPERATION

HSUF shall perform the following duties:

- Schedule maintenance activities at times when diving conditions are safe and ensure that they are conducted according to specifications and minimize down time;
- Obtain quick response support at times when diving conditions are safe as required to minimize system down time;
- Manage support contracts (e.g. - diving services, measurement subsystem maintenance, data acquisition and dissemination subsystem maintenance, instrument refurbishment and calibration); and
- Interact with NOAA, Coast Guard, other federal agencies, port authorities, ship pilots and masters, tug and tow operators, companies engaged in maritime commerce, environmental agencies, members of the Humboldt Harbor Safety Committee, the general public, and others as required.

The NOS-operated CORMS will conduct continuous system checks and will provide the DISTRICT and HSUF the results from the checks. When problems are encountered with critical system components, HSUF shall respond within four (4) hours of receiving negative system check information to make arrangements for corrective actions. Corrective actions will only take place at times when diving conditions are safe. HSUF shall equip a watchstander or other appropriate employee/contractor with a pager or other means of responding 24 hours per day, 365 days per year for this purpose. HSUF shall designate a contact person and back-up contact persons responsible for responding to negative system check information and identify these individuals to NOS upon the execution of this Agreement. HSUF shall notify NOS and DISTRICT of any changes in contact or backup persons.

In performing these duties, HSUF will have the sole responsibility and discretion for determining when diving conditions are safe.

B. MAINTENANCE

HSUF will coordinate all maintenance activities and participate in them as may be appropriate.

The routine operations, maintenance, and emergency maintenance of the ADCP current measurement systems must also be carried out by individual(s) knowledgeable in the methods and procedures of NOS CO-OPS. NOS will train the HSUF personnel in the maintenance, and operation of the ADCP systems. Routine annual inspection and maintenance of the ADCP systems will be completed by HSUF.

Bi-Monthly

All above water components of PORTS® shall be inspected visually. The solar panels shall be cleaned when necessary and the batteries (other than gel cell batteries) shall be checked for proper fluid level. All hardware, external wiring, cable connections, and brackets shall be inspected for corrosion and/or damage. Locks shall be lubricated or replaced. Wind sensor bearings shall be checked visually for freedom of movement. Repairs and replacements as may be necessary to ensure system reliability and data quality shall be made.

HSUF shall prepare a bi-monthly report. A single copy of this report shall be provided to NOS and anyone requesting it at anytime after the 20th of the month following the month for which the report was prepared. The format and scope of this report shall be negotiated between NOS and the DISTRICT and HSUF and will include elements such as summaries of site visits, maintenance and repair actions taken, and identification of potential problems.

Six Months

Buoy mounted current meters, shall be removed for physical inspection and battery replacement. Removed meter shall be cleaned, batteries replaced and prepared for redeployment.

Annual

NOS shall be responsible for the annual maintenance of any PORTS® water level stations. The Aquatrak7 and calibration tube shall be replaced with a newly calibrated matched pair. The old matched pair shall be returned to NOS/CO-OPS Field Operations Division (FOD) for calibration check and re-calibration. Differential levels shall be made to Second Order, Class I standards from the sensor leveling point to the sensor reference mark and all bench marks. NOS will recover, repair, and replace any damaged or destroyed site benchmarks. Repairs and replacement of PORTS® components shall be made as may be necessary to ensure system reliability and data quality.

On an annual basis, the HSUF shall prepare an annual work plan and budget for the following year. This plan and budget shall be submitted to the DISTRICT. The annual budget for HSUF services to support the operation and maintenance requirements detailed in this Agreement shall not exceed \$30,000. The DISTRICT and HSUF will work with the NOS PORTS® Program Manager in any manner necessary to support the Humboldt PORTS®.

An annual report shall be prepared jointly by NOS, HSUF and the DISTRICT. The annual report shall consist of an executive summary of the information contained in the bi-monthly reports, documentation of the costs incurred by HSUF in operating and maintaining the system, an identification of longer term issues related to the operations, maintenance, use, and development of the system, and other information as appropriate.

Biannual

Biannual maintenance of ADCPs will complement the annual maintenance activity. These activities will be completed to include replacing solar-charged batteries, returning the ADCPs to their manufacturer for refurbishment and/or upgrades. Wind sensor nose cones will be replaced. The wind sensor bearings shall be calibrated prior to being replaced. Every effort shall be made to minimize PORTS® down time. Repairs and replacements shall be made as may be necessary to ensure system reliability and data quality.

Table 1. Sensor Service Intervals

Sensor	Bi-Monthly	Four Months	Six Months	Annually	Every 2 Years
Calibration Tube	I			R	
Solar Panels	C				
Solar-Charged Batteries	I				R
Met Sensors	I			R (Wind sensor nose cone)	
ADCP, Buoy Mounted	I - Shore Station		S&C		R and have recalibrated
	<i>Key: I-inspect C-clean S-service R-replace</i>				

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AGENDA REPORT

For Agenda of: April 12, 2012

Title: Consideration of Amendment 1 to the Access Agreement for Groundwater Monitoring at Redwood Marine Terminal Berth 2

Place on Agenda: New Business

Summary of the Issue: There is some groundwater pollution at the former Louisiana Pacific (L-P) pulp mill adjacent to the District's Berth 2 property. While L-P is no longer the property owner, they remain the responsible party for this problem, and are funding ongoing groundwater testing and monitoring to establish the extent and nature of the problem so that a remediation plan can be developed and implemented.

In the fall of 2011 the District entered into an agreement with SHN Engineering and Consulting, who are acting on behalf of L-P, allowing some groundwater testing on our adjacent property. Based on the results of tests to date, SHN has requested permission to install and use two groundwater monitoring wells to further their study. This requires an amendment to our original agreement. The proposed well sites are indicated on Figure 5 of the attached Amendment. They are south of the dock landing, and therefore should not interfere with the pending Taylor Mariculture activities.

A full history of the site investigation is located at the Geotracker website under site ID# SL0602377769.

http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SL0602377769

Based on staff's discussions with SHN and Regional Water Board staff, the monitoring results to date can be summarized as relatively low level contamination, with indications that natural breakdown may be the ultimate 'remediation' for most if not all areas.

Fiscal Impacts: None. L-P, through their agent SHN, is responsible for all costs, including the proper abandonment of the wells.

Staff recommendation:

Staff recommends the Board of Commissioners approve Amendment 1 to the Access Agreement with SHN Consulting Engineers and Geologists. Properly characterizing the extent of the problem is key to ensuring it is addressed properly.

REDWOOD MARINE TERMINAL – BERTH 2

Access Agreement for Groundwater Monitoring

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

LEASE AGREEMENT AMENDMENT

Date: April 12, 2012

Initial Lease Date: September 6, 2011

Lessee's Name: SHN Consulting Engineers and Geologists

Hm Phone: N/A

Mailing Address: 812 West Wabash, Eureka, CA 95501

Wk Phone: 707-441-8855

Area: Redwood Marine Terminal Adjacent to Louisiana Pacific Pulp Mill (Upland Portion)

The existing lease is modified to permit the installation of monitoring wells in addition to the previously permitted bore holes above Mean Higher High Water to test for groundwater and soil contamination from adjacent site.

- Upon project completion, or at such time as the District requests it, Lessee shall be wholly responsible for the timely proper destruction of all monitoring wells installed on District Property, with such destruction conducted in accordance with all applicable local, state, and federal regulations. The premises shall be substantially restored to its pre-existing state to the greatest extent practical.
- The project description as modified by this Amendment is set forth in Exhibit A, which is incorporated by reference as if set forth in full.
- Lessee shall provide copies of all data generated from the monitoring wells to the District within a reasonable time after such data is obtained and compiled.
- All other terms of the existing lease agreement remain in full force and effect.

SHN Consulting Engineers and Geologists

**HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Lessee: _____

Interim Chief Executive Officer: _____

Date: _____

Date: _____

EXHIBIT A

Project Description

With April 2012 Amendment

Original Project Description:

The work on the Harbor District property will consist of the advancement of three Membrane Interface Probe (MIP) borings. The MIP borings are a field screening tool in which a small diameter rod with hydrocarbon detecting sensors is driven into the ground and records the presence of any contamination. These borings will be advanced adjacent to the embankment of the bay with a small track-mounted drill rig. This work will only take a partial day to complete. The bore holes will be sealed per Humboldt County Division of Environmental Health requirements following the installation.

The MIP borings are the first phase of work that SHN are performing for this investigation. Following installation of the MIP borings and review of the data, we may need to advance additional temporary well point borings in the same area on Harbor District property to collect groundwater samples for laboratory analysis.

Figures 1-4 show the site locations and plans, and illustrate typical MIP borings and temporary well point borings

The MIP borings are tentatively scheduled for installation during the week of 9/12 or 9/19. The temporary well point borings would likely be installed the beginning of October during one work day.

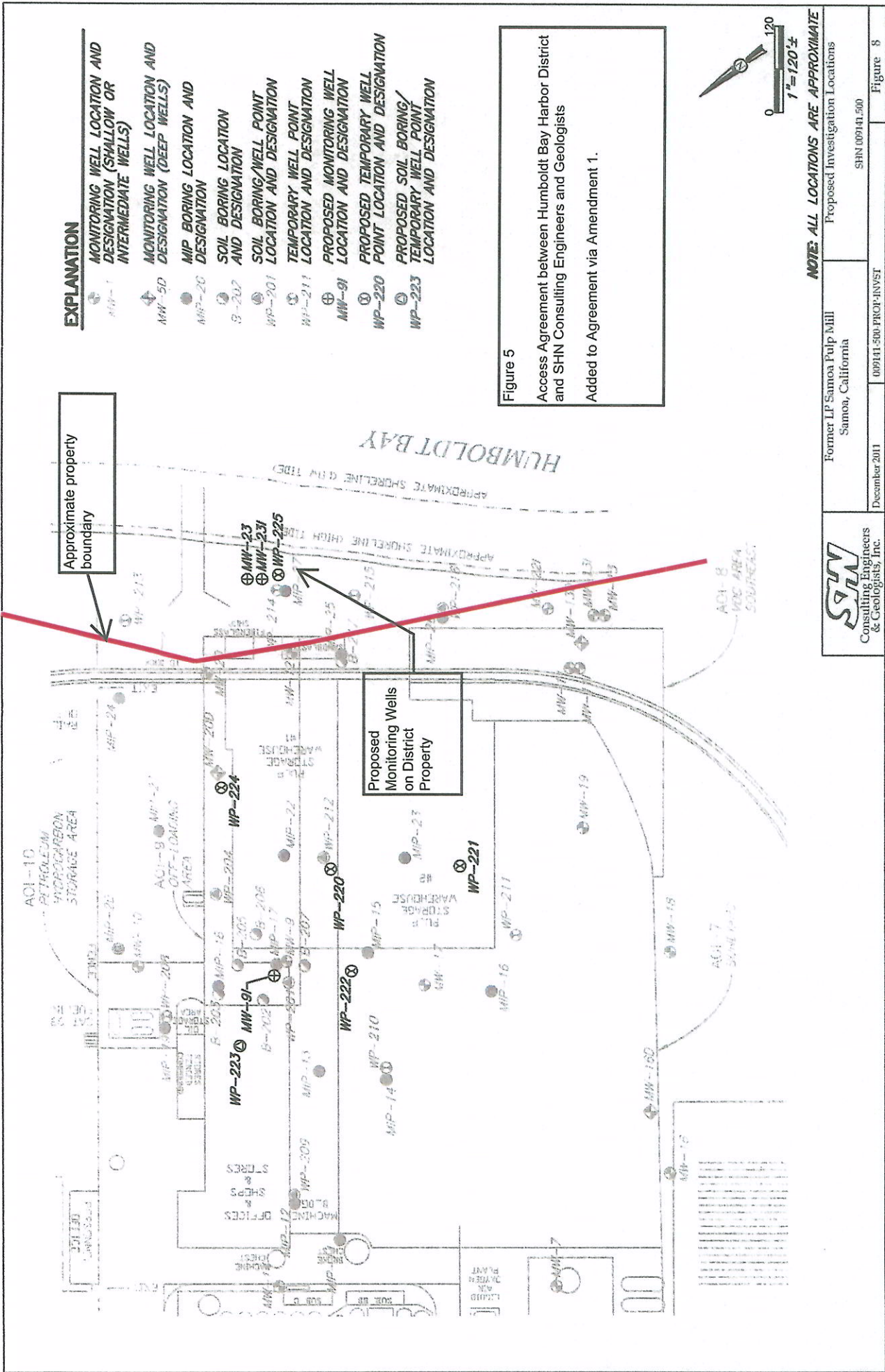
All this work is being performed as required and approved by the Regional Water Quality Control Board. All work will be permitted through the Humboldt County Division of Environmental Health

April 2012 Addition:

Two groundwater monitoring wells and one temporary well point will be installed and used to collect groundwater samples for laboratory analysis. The locations are presented in Figure 5 below. Low concentrations of chlorinated solvents have been detected in groundwater samples from wells MW-12 and MW-20, and data over time from the proposed wells will be used to determine the extent of contamination, changes over time, and effectiveness of remediation activities.

The monitoring wells will be installed using a Geoprobe® direct push drill rig equipped with a 8.5 inch diameter hollow stem auger attachment. No soil samples or soil cores will be collected during advancement of the monitoring well borings. Upon reaching the desired depth for each well, the monitoring wells will be constructed using 2-inch diameter, Schedule 40 Polyvinyl Chloride (PVC) casing with 10 feet of 0.010-inch slot PVC screen. The filter pack will consist of 2/12 Monterey sand. Bentonite chips will be used for the transition seal, and the remainder of the annulus will be filled with neat cement. A flush mount Christy box will be set in concrete to protect the wellhead. Soil cuttings from the well installations will be placed in drums, and disposed of at a licensed facility.

Initial sampling frequency would likely be twice a year, with potential reductions if approved by the RWQCB. The duration of monitoring cannot be estimated at this time. At such time the wells are no longer necessary for collecting groundwater samples, the wells will be properly destroyed under Humboldt County and State guidelines (contingent upon the approval of the RWQCB).



EXPLANATION

- ⊕ MW-91 MONITORING WELL LOCATION AND DESIGNATION (SHALLOW OR INTERMEDIATE WELLS)
- ⊕ MW-223 MONITORING WELL LOCATION AND DESIGNATION (DEEP WELLS)
- ⊕ MW-224 MIP BORING LOCATION AND DESIGNATION
- ⊕ B-207 SOIL BORING LOCATION AND DESIGNATION
- ⊕ WP-201 SOIL BORING/WELL POINT LOCATION AND DESIGNATION
- ⊕ WP-211 TEMPORARY WELL POINT LOCATION AND DESIGNATION
- ⊕ MW-91 PROPOSED MONITORING WELL LOCATION AND DESIGNATION
- ⊕ WP-220 PROPOSED TEMPORARY WELL POINT LOCATION AND DESIGNATION
- ⊕ WP-221 PROPOSED SOIL BORING/WELL POINT LOCATION AND DESIGNATION

Figure 5

Access Agreement between Humboldt Bay Harbor District and SHN Consulting Engineers and Geologists Added to Agreement via Amendment 1.

NOTE: ALL LOCATIONS ARE APPROXIMATE
Proposed Investigation Locations

	Former LP Samoa Pulp Mill Samoa, California	SHN 009141.500	Figure 8
	December 2011	009141-500-PROP-INVST	

\\207\project\207\009141-500\03-9-2010\Drawings\SAVED\1/18/2012 9:51 PM\NDOWNEY, FLOTTED\1/18/2012 9:51 PM, NATHAN DOWNEY

10c

AGENDA REPORT

For Agenda of: April 12, 2012

Title: Memorandum of Understanding with Cal Fire for use of conservation camp crews for invasive *Spartina* control.

Place on Agenda: New Business

Summary of the Issue: Hiring Cal Fire work crews has proven to be among the most cost effective approaches to implementing the District's invasive *Spartina densiflora* control efforts.

Cal Fire has crews available this spring, and the attached MOU (Form FC 31) and 'Project Request Record (FC 32) are the contracting vehicles to engage them.

The MOU does not explicitly describe costs, as we provide equipment and supplies rather than a direct wage for these services. The 'Project Request' form specifies that these expenses will total \$200/day for a crew of 13 to 17 individuals and their supervisors.

Fiscal Impacts: All costs associated with use of the Cal Fire crews are covered in the existing *Spartina* Control grant to the District from the US Fish and Wildlife Services. Staff will continue to track expenses on an ongoing basis to ensure expenditures are consistent with available grant resources.

Staff recommendation:

Staff recommends the Board of Commissioners approve the MOU with Cal Fire for *Spartina* Control efforts.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING
FC-31 (Rev. 11/10)
MOU # _____ Master Agreement # _____

This Memorandum of Understanding (MOU) is made and entered into by and between the California Department of Forestry and Fire Protection (CAL FIRE) and Humboldt Bay Harbor District (Sponsor).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
 1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
 3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
 4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
 1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
 2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority form time to time.
 3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
 4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.
- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU takes effect shall remain in effect until 12/31/2012, unless terminated prior to that date by 60 days written notice from one party to the other.

IT IS AGREED:

CAL FIRE

SPONSOR _____

Date: _____

Date: _____

By: _____

By: _____

Print Name: Crystal Henson

Print Name:

Title: BC

Title:

Address: 23322 Avenue of the Giants, Weott, CA 95571

Address:

CAL FIRE USE ONLY	PROJECT NAME Humboldt Bay Harbor District
	DATE 3/15/12
	FC-79 CODING

CAL FIRE USE ONLY	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	
	NAME High Rock Conservation Camp	
	ADDRESS PO Box 176 / 23322 Avenue of the Giants	
	CITY, STATE Weott, CA 95571	
	PHONE 707-946-2362	FAX 707-946-2364

CDCR/DJJ-CHECKLIST CUSTODIAL QUARTERLY REVIEW			
INITIAL INSPECTION 7/1/10			
SECURITY FORM PREPARED yes			
SUPERVISION LEVEL	1	2	3
SECOND QUARTER			
THIRD QUARTER			
FOURTH QUARTER			

SPONSORING AGENCY	
SPONSORING AGENCY	NAME Humboldt Bay Harbor, Recreation, and Conservation District
	ADDRESS PO Box 1030, 601 Startare Drive
	CITY, STATE Eureka, CA 95502-1030
	PHONE 707-443-0801
	FAX 707-443-0800
	PAGER
	COMMENTS: Dan Berman – contact person

CAL FIRE-CHECKLIST	
CAL FIRE USE ONLY	INITIAL INSPECTION 7/1/10
	PROJECT NUMBER
	IIPP-2 JOB HAZARD ANALYSIS yes
	IIPP-3 CODE OF SAFE PRACTICES yes
	IIPP-4 JOB SAFETY SURVEY yes
	IIPP-6 EMPLOYEE TRAINING yes
	CEQA/NEPA COMPLETED n/a
	FC-31 ATTACHED AND SIGNED yes
SLASH & PILE BURNING PROCEDURES n/a	

PROPERTY OWNER

PRIVATE PROPERTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NON PROFIT ORGANIZATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	FORM CAL FIRE 719 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROPERTY OWNER U.S. Fish and Wildlife Services		
ADDRESS PO Box 576, 1020 Ranch Road		
CITY/STATE/ZIP Loleta, CA 95551	PHONE 707-733-5406	
DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary) CAL FIRE crews will help restore intertidal coastal marsh on Refuge lands by controlling and invasive weed (Spartina). Work will include the use of metal-bladed brushcutters to remove the plant species. Work may also include the manual removal of plants using shovels and physically hauling plant material off-site. Safety gear including shoulder harnesses, helmets, and face shields will be provided by the Refuge.		

PERIOD WORK CAN BE PERFORMED 3/15/12 – 12/31/12		ESTIMATED CREW DAYS 50
REQUESTED START DATE 3/15/12	REQUESTED FINISH DATE 12/31/12	
PLANS ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
PROJECT NAME Humboldt Bay Harbor District	SPONSOR'S PRIORITY high	
PROJECT LOCATION The Humboldt Bay National Wildlife Refuge includes lands bordering Humboldt Bay, including sites in Arcata, Eureka, and Loleta.		
		GPS COORDINATES

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Control of the invasive weed is needed to restore the natural biodiversity of the regions salt marshes, to protect rare plant habitat, to enhance wildlife habitat, and to protect intertidal mudflats from encroachment by Spartina invasion. The project is part of a regional effort to eradicate Spartina.

PROJECT SLASH & PILE BURNING PROCEDURES

- YES NO Predicted Fire Weather Watches or Warnings
- YES NO Hazard Reduction Pile Burning Checklist (8100)
- YES NO Sponsor has a valid burn permit on site.
- YES NO All slash & piles will be consumed or extinguished prior to crew leaving project site.
- YES NO Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.
- YES NO Notification to agency with fire suppression responsibility for the project burn site.

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES		
	SPECIAL TOOLS		
	VEHICLE OPERATIONS		
	TECHNICAL SUPERVISION AND LABOR		
	OTHER (DESCRIBE)		

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY			
	Total \$200/day (plus current F/Y administrative fee)		\$ 200/day

CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE DIVISION CHIEF	DATE
	CDCR CAMP COMMANDER	DATE
	UNIT CHIEF	DATE

Sponsors Signature	
NAME (PRINT)	
SIGNATURE	DATE
TITLE	

EMPLOYMENT AGREEMENT

10d

This Agreement made on the ____ day of April, 2012 between the Humboldt Bay Harbor, Recreation and Conservation District, a California public entity, referred to as Employer or District, and Jack Crider, referred to as Employee.

The parties agree as follows:

1. Employer employs the Employee as the Chief Executive Officer of the District, and Employee accepts this employment commencing May 1, 2012.
2. Employee shall be responsible for the comprehensive supervision and leadership of the District, pursuant to California Harbors and Navigation Code Appendix 2, the ordinances and policies of the District, and the direction of the District's elected Commission.
3. Employee's position is designated in California Harbors and Navigation Code, Appendix 2, Section 72(a), and this Agreement constitutes an appointment by the board pursuant to that section. Employee's position is an unclassified position pursuant to section 73(b)(1).
4. Employer shall determine Employee's specific duties, and the manner in which Employee carries out those duties. Employee agrees to devote the time and attention necessary to perform Employee's duties in a professional and competent manner.
5. Employer shall pay the Employee an annual salary of \$110,000 in equal payments prorated pursuant to the Employer's customary pay periods.
6. In addition to the compensation Employee receives pursuant to Section 5 of this Agreement, Employee is eligible for participation in the fringe benefit programs established by Employer. Employee shall be entitled to and shall receive all benefits of employment available generally to other unclassified employees of the Employer. Employee shall earn 120 hours paid vacation per year during the term of employment. In the event employment and this Agreement are terminated, Employee will be paid only the prorated amount of vacation earned in the current year of termination that has not been used.
7. Subject to the policies of the District, Employer agrees to reimburse Employee for all expenses reasonably incurred in performing duties pursuant to this Agreement. Such expenses include travel undertaken on behalf of Employer, entertainment conducted for purposes of promoting Employer's business, and fees for educational programs relevant to Employee's position with Employer. Employer's policies generally require advance approval of such expenditures. Employee will be provided use of a vehicle owned by Employer for use on Employer's business, but not for Employee's commute to and from his home and the District offices.
8. Employer will formally and in writing evaluate Employee annually between May 1 and July 1 of each year, and at such other time as the Employer, in the Employer's discretion, deems reasonable or necessary. Employee shall be responsible for calendaring the annual review and on or about May 1 of each year calling the Commission's attention to the review period.
9. Employer shall furnish Employee with an office at its principal place of business, and shall provide Employee with all equipment, technical, and clerical support reasonably necessary to the performance of Employee's duties pursuant to this Agreement. Employer, at sole discretion of the District's elected Commission, shall have the final decision as to the equipment, technical and clerical support reasonably necessary.

10. This Agreement and the employment relationship between Employer and Employee shall terminate on the occurrence of any of the following events:

1. Employer's termination of Employee.
2. Employee's resignation of employment.
3. Mutually agreed resignation.
4. Employee's death.

This employment is "at-will" and Employee has no contractual right, nor can he later acquire any implied contractual right, to an employment status other than "at-will." Pursuant to California Harbors and Navigation Code, Appendix 2, section 73(d), Employee may be terminated and removed from office at any time by a majority vote of the District's elected Commission.

11. This Agreement is entered into in Humboldt County, California and shall be governed by the laws of the State of California. Any legal action related to the contract must be brought in the Superior Court of the State of California, County of Humboldt.

12. This Agreement represents the entire agreement between Employer and Employee except that Employee is subject to Employer's policies and rules as they currently exist, are subsequently modified or issued, including but not limited to the District's Personnel Policies to the extent that they are not expressly contrary to the provisions of this Agreement. No modification of this Agreement is valid unless it is in writing and is signed by the both parties.

13. This Agreement is not assignable.

14. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity shall not impair the remaining provisions of this Agreement.

Dated: April _____, 2012

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

By Mike Wilson, President

ATTEST

By Patrick Higgins, Secretary

Dated: April _____, 2012

JACK CRIDER
