

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

DATE: May 9, 2013

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 24 hours 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 Sections 54956.8 (Conference with Real Property Negotiator) and 54957.6 (Negotiations with Represented Employees)

1. Conference with Real Property Negotiator
Negotiating Parties: Paul Brisso, District Counsel; Mike Wilson, Board President; Richard Marks, Vice President; Jack Crider, Chief Executive Officer

Under Negotiation:

Freshwater Tissue Company property purchase negotiations

2. Conference with Labor Negotiator
Agency Negotiators: Chief Executive Officer, District Counsel, Two (2) or less of the members of the Board of Commissioners
Employee Organization: As recognized by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District, including International Longshore and Warehouse Union, Local 14A.

2. Adjourn Executive Closed Session

3. Call to Order Regular Session at 7:00 P.M. and Roll Call

4. Pledge of Allegiance

5. Report on Executive Session

6. Public Comment

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

Agenda for May 9, 2013 Regular Board Meeting

7. 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.

8. Communications and Reports

- a. Chief Executive Officers Report
- b. Staff Reports
- c. District Counsel's and District Treasurer's Reports
- d. Commissioner and Committee Reports
- e. Other
 1. Presentations by Humboldt State University Students
 - i. Building Coastal Resilience Through Adaptive Sea Level Rise Planning – Kerry Mcnamee, Evan Wisheropp, Christopher Weinstein, Andrew Nugent
 - ii. Fields Landing Waterfront Revitalization Plan – Kara Houston, Julia Acker, Stephanie Calderon, Nichole Crossland

9. Non Agenda

10. Unfinished Business

11. New Business

- a. Consideration of Agreement for Auditing Services with Hunter, Hunter & Hunt to perform the annual audit of the Harbor District financial records for Fiscal Years ending 2013, 2014 and 2015.
- b. Consideration of adoption of Resolution No. 2013-05, A Resolution to Enter into a Contract and Accept Funds from the California Department of Fish and Wildlife for Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area.
- c. Consideration of Letter of Support for AB 277(Hall) to support ratification of the Wiyot Tribe compact with the State of California.

12. Administrative and Emergency Permits

13. Adjournment

11a

HUNTER, HUNTER & HUNT

**PROPOSAL FOR AUDITING SERVICES
FOR
HUMBOLDT BAY HARBOR RECREATION AND
CONSERVATION DISTRICT**

**BASIC FINANCIAL STATEMENTS,
REQUIRED SUPPLEMENTARY INFORMATION,**

AND

ADDITIONAL INFORMATION

Years Ended June 30, 2013, 2014 and 2015

John B. Hunter, CPA
James A. Hunter, CPA
Scott E. Hunt, CPA/ABV
Donna L. Taylor, CPA, CFE



Eileen Sacra Capaccio, CPA
Carol Mayes, CPA, CFE
Kim Windsor, CPA/ABV
Jennifer J. Hillegeist, CPA
Patrick M. Shanahan, CPA

April 22, 2013

Humboldt Bay Harbor, Recreation and Conservation District
Jack Crider, CEO
P.O. Box 1030
Eureka, CA 95502

This letter is in response to your request for a proposal to perform audits of the financial records of Humboldt Bay Harbor, Recreation and Conservation District (District), for the fiscal years ending June 30, 2013, 2014, and 2015.

AUDIT SCOPE AND STANDARDS

We will audit the financial statements of the business-type activities which comprise the basic financial statements of the District, as of June 30, 2013, 2014, and 2015. Included in your financial statements will be the following:

1. Basic Financial Statements
2. Report on Internal Control over Financial Reporting

We may also provide a management letter, including comments on internal control weaknesses and suggestions for improvement, if deemed necessary. At the completion of the audit, a letter will be sent to the Board of Commissioners, including required information related to the audit.

As part of our engagement, we will apply certain limited procedures to the District's required supplementary information (RSI), in accordance with auditing standards generally accepted in the United States of America. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Statement of Revenue and Expenses – Unrestricted and Tidelands Trust
3. Statement of Revenue and Expenses – Marina and General
4. Statement of Budgeted and Actual Expenses – Marina
5. Statement of Budgeted and Actual Expenses – General

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the Minimum Audit Requirements for California Special Districts issued by the California State Controller's Office for Special Districts. The audits will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the report on internal controls and compliance opinion is other than unqualified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Although we will advise you regarding generally accepted accounting principles and may assist you in the preparation of your financial statements, the financial statements are the responsibility of management. Our responsibility is to express an opinion on the financial statements based on our audit.

QUALITY CONTROL

Our firm is enrolled in one of the AICPA's practice monitoring programs. We are committed to periodic peer reviews as a part of our membership in the AICPA. We are also members of the California Society of CPAs, the statewide organization whose purpose is to promote high standards and serve the accounting profession.

Our firm participates in the AICPA practice-monitoring program. We have successfully completed our seventh independent peer review of our accounting and auditing practice. The review concluded that we comply with the stringent quality control standards set by the AICPA. The review was administered by the California Society of Certified Public Accountants, in coordination with the AICPA. We have enclosed a copy of our most recent review letter for your information.

INDEPENDENCE

The firm of Hunter, Hunter & Hunt is independent with respect to its relationship with the District.

QUALIFICATIONS OF THE FIRM

Our firm offers a broad base of audit experience in the area of governmental and nonprofit organizations. The qualifications of the partners, principals, and staff are described in Attachment A.

OTHER SERVICES

As instructed by you, this proposal does not contemplate the preparation of the annual State Controller's Local Government Compensation Report for the years ended June 30, 2013, 2014, and 2015.

FEES FOR SERVICES

Donna L. Taylor is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign. Patrick Shanahan is the engagement principal and is responsible for leading the day-to-day execution of the audits.

As requested, we have enclosed the rate schedule for our firm and the proposed fees for the three year audit period in a separate sealed envelope.

We hereby confirm that our firm is covered by professional liability insurance including errors and omissions coverage, with a limit of \$2,000,000 per claim.

MANAGEMENT RESPONSIBILITIES

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the business-type activities District and the respective statement of net assets, changes in net assets, and cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

RECORD RETENTION POLICY

It is our policy to keep records related to this engagement for seven years. However, Hunter, Hunter & Hunt does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

ASSISTANCE AND ACTIVITIES EXPECTED FROM STAFF

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request, will locate any documents selected by us for testing and provide schedules, as needed, that reconcile general ledger account balances to the financial statements.

SCHEDULE OF COMPLETION

We expect to schedule our fieldwork during the months of August, September and October of each year subject to the availability of your records during these months, to provide a draft copy of the audited financial statements by the end of November, and to complete and issue our report no later than the second week of December of each year. This schedule is based upon the anticipated receipt of the preliminary financial information by August 15 of each year. Delays in the receipt of these items will result

in a delay of other scheduled items. If this schedule does not meet with your approval please let us know and we can adjust it accordingly.

If you have any questions regarding this proposal, the audit partner and principal will be available to meet with you at a date and time that is convenient to all parties.

We appreciate the opportunity to submit this bid, and hope to hear from you in the near future.

Sincerely,



Donna L. Taylor, CPA, CFE
Partner



Patrick Shanahan, CPA
Principal

Enclosures

Attachment A

QUALIFICATIONS OF THE FIRM

Our firm offers a broad base of audit experience in the area of nonprofit organizations, special districts, and employee benefit plans and consists of the following individuals:

<u>NAME</u>	<u>TITLE</u>
John B. Hunter, CPA	Partner
James A. Hunter, CPA	Partner
Scott E. Hunt, CPA / ABV	Partner
Donna L. Taylor, CPA, CFE	Partner
Eileen Sacra Capaccio, CPA	Principal
Carol L. Mayes, CPA, CFE	Principal
Kim B. Windsor, CPA / ABV	Principal
Patrick M. Shanahan, CPA	Principal & Auditing and Accounting Senior Manager
Jennifer J. Hillegeist, CPA	Senior Accountant
Ashliegh Diehl	Accounting Associate
Elizabeth Sandstrom	Accounting Associate

The following is the list of partners and associates along with their qualifications (* designates Single Audit):

James A. Hunter - James is a Certified Public Accountant who graduated from Humboldt State University in 1977 with a Bachelor of Arts Degree in Business Administration with an emphasis in accounting. The following is a list of nonprofit entities and special districts James has audited:

Humboldt State University Center
Arcata School District*
Blue Lake Union School District
Humboldt Bay Municipal Water District

Scott E. Hunt - Scott is a Certified Public Accountant who graduated from Fresno State University in 1983 with a Bachelor of Science Degree in Business Administration with an emphasis in accounting. The following is a list of nonprofit entities and special districts Scott has audited:

Associated Students of Humboldt State University
Humboldt State University Children's Center
North Humboldt Recreation & Park District
North Coast Clinics Network
The City of Rio Dell*
Arcata Community Recycling Center, Inc.
Humboldt Bay Housing Development Corporation*
Fieldbrook Glendale Community Services District
Humboldt State University Foundation*
HSU Advancement Foundation

Donna L. Taylor - Donna is a Certified Public Accountant who joined our firm in January 1994. She graduated from Humboldt State University in 1992 with a Bachelor of Science Degree in Business Administration with an emphasis in accounting. The following is a list of nonprofit entities and special districts Donna has audited (in addition, Donna has experience auditing employee benefit plans):

Associated Students of Humboldt State University
Humboldt State University Center

North Humboldt Recreation & Park District
Arcata School District*
Blue Lake Union School District
North Coast Clinics Network
The City of Rio Dell*
Arcata Fire Protection District
Community Health Alliance of Humboldt - Del Norte, Inc.*
Mobile Medical Office*
Humboldt State University Advancement Foundation
Dell'Arte, Inc.
Conservation Strategy Fund
Northcoast Regional Land Trust
Humboldt Bay Municipal Water District
McKinleyville Community Services District
Del Norte Local Transportation Commission
Humboldt State University Sponsored Programs Foundation*
Redwood Coast Transit Authority

Eileen Sacra Capaccio is a Certified Public Accountant who joined our firm in May of 2006. Eileen graduated from Humboldt State University with a Bachelor of Science Degree in Business Administration with an emphasis in accounting. The following is a list of nonprofit entities and special districts Eileen has audited:

City of Arcata*
City of Blue Lake*
Conservation Strategy Fund
Consumer Credit Counseling Services
Dell'Arte, Inc.
Humboldt Area Foundation
Humboldt Child Care Council
McKinleyville Community Services District
Northcoast Children's Services*
Transitional Residential Treatment Facilities, Inc.
Weott Community Services District
Access Humboldt

Carol L. Mayes - Carol is a Certified Public Accountant who joined our firm in January 1995. She graduated from Arizona State University in 1972 with a Bachelor of Science Degree in Sociology. She then attended Humboldt State University and completed the courses necessary to sit for the CPA exam in 1993. The following is a list of nonprofit entities and special districts Carol has audited:

Humboldt State University Children's Center
Arcata Community Recycling Center, Inc.
North Coast Clinics Network
Blue Lake Union School District
North Humboldt Recreation and Park District
Northern California Indian Development Council, Inc.
Community Health Alliance of Humboldt - Del Norte, Inc.*
Humboldt State University Advancement Foundation
Humboldt State University Center
Associated Students of Humboldt State University
Humboldt Bay Municipal Water District
Humboldt State University Sponsored Programs Foundation*

Kim B. Windsor – Kim is a Certified Public Accountant who joined our firm in November 2000. She graduated from California State University Sacramento in 1990 with a Bachelor of Science Degree in Business Administration with an emphasis in accounting. The following is a list of nonprofit entities and special districts Kim has audited:

- Redwood Region Economic Development Commission*
- Humboldt Community Services District
- Area I Agency on Aging*
- North Coast Rape Crisis Team
- Humboldt Senior Resource Center*
- Humboldt Open Door Community Health Center*
- Arcata Fire Protection District
- Fieldbrook Glendale Community Services District
- Hospice of Humboldt
- Humboldt Area Foundation
- Seventh Generation Fund for Indian Development
- The Mobile Medical Office*
- Humboldt State University Sponsored Programs Foundation*
- McKinleyville Community Services District

Patrick M. Shanahan – Patrick is Certified Public Accountant who joined our firm in July 2011. He graduated from Sonoma State University in 2000 with a Bachelor of Science Degree in Business Administration with emphases in accounting and finance. He has over ten years of public accounting and audit experience with Deloitte and Touche LLP serving a variety of clients and industries. The following is a list of nonprofit entities Patrick has audited (in addition, Patrick has experience auditing employee benefit plans):

- Golden Gate National Park Association
- Humboldt State University Center
- Associated Students of Humboldt State University
- North Humboldt Recreation and Park District
- Dell'Arte, Inc.
- Conservation Strategy Fund
- Del Norte Local Transportation Commission
- Redwood Coast Transit Authority

Jennifer J. Hillegeist – Jennifer is a Certified Public Accountant who joined our firm in June 2006. She graduated from Humboldt State University in 1977 with a Bachelor of Science Degree in Business with an emphasis in marketing. She later completed the courses necessary to sit for the CPA exam. Jennifer has worked in public accounting since 1980.

Ashliegh Diehl – Ashliegh is an accounting associate who joined our firm in August 2011. She graduated from Humboldt State University in 2010 with a Bachelor of Science Degree in Business Administration with an emphasis in accounting. She holds a Masters of Science in Accounting with an emphasis in Tax from California Polytechnic State University and is preparing for the CPA exam.

Elizabeth Sandstrom – Liz is an accounting associate who joined our firm in December 2012. She graduated from Humboldt State University in 2012 with a Bachelor of Science Degree in Business Administration with a major in Accounting. She is currently preparing for the CPA exam.

AGREEMENT FOR AUDITOR(S) SERVICES

This agreement, made and entered on 4-26-13 between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter referred to as "District" and Hunter, Hunter & Hunt hereinafter referred to as "Auditor(s)."

1. Auditor(s) agrees to provide labor, materials, tools and incidentals necessary to complete financial audits of District in accordance with Government Auditing Standards for the fiscal years ending 6/30/2013, 6/30/2014 and 6/30/2015.
2. In order to accomplish the above referenced financial audits, District agrees to pay Auditor(s) for reasonable costs incurred by Auditor(s) for performance not to exceed \$ 16,500 for FY ending 6/30/2013, \$ 16,000 for FY ending 6/30/2014, and \$ 16,500 for FY ending 6/30/2015.
3. District may, at its option, extend this agreement for two (2) additional years for the financial audit of District for the fiscal years ending 6/30/2016 and 6/30/2017. District will notify Auditor(s) in writing no later than May 31, 2016 of the intention to extend or terminate this agreement for the 2016 and 2017 fiscal years. Costs incurred by Auditor(s) for performance of the two (2) additional years will be determined at a mutually agreeable rate.
4. To the fullest extent permitted by law, Auditor(s) will defend, indemnify and hold harmless the District, its directors, officers, employees or designated volunteers from all claims and demands of all persons arising out of the performance of the professional services, for damages to persons or property due to the Auditor(s)'s negligent or willful acts, errors or omissions committed or alleged to have been committed, irrespective of any negligence (active, passive or comparative) by District or its directors, officers, employees or designated volunteers, that is or may be alleged in connection therewith.
5. Auditor(s) must certify that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the consultant will comply with such provisions before commencing the performance of the professional services under this contract. Auditor(s) and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the District the certificate required by Labor Code Section 3700.
6. Auditor(s) will file with the District before beginning professional services, certificates of insurance satisfactory to the District evidencing **professional liability** coverage of not less than \$1,000,000 per claim and annual aggregate for bodily injury, personal injury and property damage; requiring 30 days notice of cancellation (10 days for non-payment of premium) to the District. Any insurance, self-insurance or other coverage maintained by the District shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of at least A-:VII, or equivalent, or as otherwise approved by the District. In the event that the Auditor(s) employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Auditor(s)'s responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
7. Auditor(s) and all sub-consultants will file with the District before beginning professional services, **certificates of insurance** satisfactory to the District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage combined single limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days notice of cancellation to the District. Any insurance, self-insurance or other coverage maintained by the District shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of at least A-:VII or as otherwise approved by the District.
8. Auditor(s) shall not accept direction or orders from any person other than the District's Chief Executive Officer, Director of Administrative Services or the President of the Board of Commissioners.
9. Payment is to be within 30 days after receipt of the final billing by the District.
10. Permits required by governmental authorities will be obtained at Auditor(s)'s expense, and Auditor(s) will comply with local, state and federal regulators and statutes including Cal/OSHA requirements.

11. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance of nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance by the Board of Commissioners.

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

By 
Auditor(s) Firm Representative

Mike Wilson
President, Board of Commissioners

11b

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

RESOLUTION NO. 2013-05

**A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR
SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE
OF THE HUMBOLDT BAY AREA**

WHEREAS, the People of the State of California have enacted the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act of 1990 which appropriates funds for the creation and maintenance of the Harbor Safety Committees within the State of California; and

WHEREAS, the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and Conservation District is a member of the Harbor Safety Committee of the Humboldt Bay Area and the Dockmaster is Chair of this committee; and,

WHEREAS, the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and Conservation District applied to the California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area; and,

WHEREAS, the California Department of Fish and Wildlife has approved the Port of Humboldt Bay/Humboldt Bay Harbor, Recreation and Conservation District to conduct the Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to receive payment for the services; and

WHEREAS, the California Department of Fish and Wildlife now requires a resolution from the Humboldt Bay Harbor, Recreation and Conservation District accepting the Secretariat Contract and payment of fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District as follows:

Chief Executive Officer Jack Crider is hereby authorized to enter into a contract with the California Department of Fish and Wildlife to conduct Secretariat Services for the Harbor Safety Committee of the Humboldt Bay Area and to accept payment from the California Department of Fish and Wildlife for aforementioned services on behalf of the Humboldt Bay Harbor, Recreation and Conservation District, a public entity established under the laws of the State of California.

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the ____ day of May, 2013, by the following polled vote:

AYES:

NOES:

ABSENT:

MIKE WILSON, President
Board of Commissioners

ATTEST:

PATRICK HIGGINS, Secretary
Board of Commissioners

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2013-05 entitled,

**A RESOLUTION TO ENTER INTO A CONTRACT AND ACCEPT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR
SECRETARIAT SERVICES FOR THE HARBOR SAFETY COMMITTEE
OF THE HUMBOLDT BAY AREA**

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the ____ day of May 2013; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of May 2013.

PATRICK HIGGINS, Secretary
Board of Commissioners

COMMISSIONERS

1st Division
Aaron Newman
2nd Division
Greg Dale
3rd Division
Mike Wilson
4th Division
Richard Marks
5th Division
Patrick Higgins

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

**(707) 443-0801
P.O. Box 1030
Eureka, California 95502-1030**



May 9, 2013

The Honorable Rod Wright, Chair
The Honorable Members
Senate Governmental Organization Committee
California State Senate
State Capitol
Sacramento, CA 95814

**RE: AB 277(Hall): SUPPORT Ratification of the
Wiyot Tribe compact with the State of California**

The Humboldt Bay Harbor, Recreation and Conservation District is a local government agency mandated to manage and protect the natural resources of Humboldt Bay for the benefit of our community.

The Harbor District supports the ratification of the Wiyot Tribe's compact with the State of California regarding revenue sharing with the North Fork Rancheria. This compact will help protect Humboldt Bay from potential impacts of developing a casino on the Table Bluff Reservation, and will benefit the Wiyot Tribe.

The Wiyot Tribe's Table Bluff Reservation borders the Southern edge of Humboldt Bay, and straddles the Humboldt Bay and Eel River watersheds. This unique compact will help preserve the pristine landscape of the Eel River Estuary, South Humboldt Bay, and Table Bluff by allowing the Wiyot Tribe to enter into agreement with the North Fork Rancheria, sharing revenue from their compact. South Humboldt Bay is an environmentally significant and sensitive area and the Wiyot Tribe has demonstrated its commitment to helping protect and restore this important resource.

The statewide Marine Life Protection Act recently designated a Marine Protected Area within South Humboldt Bay, which the Wiyot Tribe was instrumental in adopting. The area is also the location of a National Wildlife Refuge and home to many endemic and migrating species. The Eel River is the third largest drainage in the state and the estuary is essential to a rich diversity of species. The Wiyot Tribe has been active participants in Eel River restoration projects.

The compact will also provide much needed income to the economically disadvantaged Wiyot Tribe. The Wiyot Tribe has committed to using a portion of these funds to continue their environmental work on Humboldt Bay and the Eel River, including their ongoing water quality monitoring, Brownfields cleanup,

Letter to The Honorable Rod Wright

May 9, 2013

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environmental education and outreach, and habitat restoration. Furthermore, in joining with the North Fork Rancheria, ratification of the Wiyot Tribe compact will help protect an area of the Sierra foothills near the Sierra National Forest and Yosemite National Park.

We urge you to ratify the Wiyot Tribe's compact, allowing for economic development for the Wiyot Tribe while preserving and protecting Humboldt Bay.

Sincerely,

Mike Wilson

President, Board of Commissioners

Humboldt Bay Harbor, Recreation and Conservation District

cc: The Honorable Isadore Hall, Chair, Assembly Governmental Organization Committee
The Honorable Wesley Chesbro, Member, California State Assembly
Arthur Terzakis, Chief Consultant, Senate Governmental Organization Committee
Richard Paul, Consultant, Senate Republican Caucus
Jacob Appelsmith, Office of the Governor