

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

DATE: May 23, 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 23, 2013 Regular Board Meeting

7. Consent Calendar: None

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

9. Non Agenda

10. Unfinished Business

- a. Consideration of adoption of Preliminary FY 2013/14 Budget.

11. New Business

- a. Discussion regarding the need for a District Planner.
- b. Consideration of letter of support for the application of Commissioner Richard Marks to be appointed as a Humboldt County representative to the North Coast Railroad Authority.
- c. Consideration of award of bid to and approval of agreement with Redwood Electrical Services for the installation of electrical power pedestals at Woodley Island Marina in the amount of \$16,000;00.
- d. Consideration of approval of permit and agreement to operate a charter service with Cliff Friedley dba *Foreel Sportfishing* at Woodley Island Marina.
- e. Consideration of approval of permit and agreement to operate a charter service with John W. Kramer dba *Joli Time Sport Fishing* at Woodley Island Marina.
- f. Consideration of approval of Application and Permit for Use of Woodley Island for Humboldt Amateur Radio Club to hold their annual meeting gathering.
- g. Consideration of accepting for filing Permit Application 2013-03 to the Humboldt Bay Harbor, Recreation and Conservation District for the Humboldt Bay Mariculture Pre-Permitting Project
- h. Consideration of Resolution 2013-05 Authorizing CEO Jack Crider to sign grant agreement No. 12-092, and any subsequent amendments, for the acceptance of \$500,000 from the Coastal Conservancy for the Spartina Eradication Program.

12. Administrative and Emergency Permits

13. Adjournment

Humboldt Bay Harbor,
 Recreation and Conservation
 District

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**PRELIMINARY FY 2013/14 BUDGET
 FOR BOARD ADOPTION
 MAY 23, 2013**

	SUMMARY OF 2013-14 BUDGET		
	GENERAL	MARINA	TOTAL
REVENUE	\$5,214,794	\$1,151,672	\$6,366,466
OPERATING EXPENSES	\$2,133,410	\$794,979	\$2,928,389
NON- OPERATING EXPENSES (Capital Expenses, Debt Pmt)	\$2,875,803	\$155,866	\$3,031,669
EXCESS REVENUES OVER(UNDER) EXPENSES	\$205,582	\$200,827	\$406,409
DEDUCT SINGLE-USE REVENUES (WIM Dredge Surchg/Float Replace	\$0	(\$278,192)	(\$278,192)
TOTAL AFTER TRANSFERS	\$205,582	(\$77,365)	\$128,217

REVENUE

	2013-14 Proposed Budget						
	2011-12	2012-13	2012-13	2012-13			
	Actual Audited	Budget	Projected	General	Marina	TOTAL	% of Total
Revenue							
Tax Revenue	\$848,045	\$840,000	\$840,000	\$792,000	\$88,000	\$880,000	13.8%
Sales & Permits	\$12,788	\$13,000	\$16,000	\$1,000	\$14,000	\$15,000	0.2%
Harbor Surchg	\$84,373	\$120,000	\$52,270	\$97,028	\$0	\$97,028	1.5%
Pilotage Tariff	\$53,299	\$90,000	\$79,595	\$61,294	\$0	\$61,294	1.0%
Slip Rentals	\$432,795	\$446,028	\$486,751	\$0	\$565,751	\$565,751	8.9%
Trans Rental	\$53,146	\$57,288	\$68,574	\$0	\$76,424	\$76,424	1.2%
Liveabrd Srchg	\$12,438	\$13,299	\$13,805	\$0	\$13,805	\$13,805	0.2%
WIM Dredge Srchg	\$63,658	\$64,000	\$69,548	\$0	\$139,096	\$139,096	2.2%
WIM Float Replace	\$0	\$0	\$0	\$0	\$139,096	\$139,096	2.2%
WIM Electrical	\$0	\$50,000	\$0	\$0	\$80,000	\$80,000	1.3%
Fields Landing	\$113,715	\$135,000	\$117,000	\$159,300	\$0	\$159,300	2.5%
Redwood Dock	\$16,398	\$20,600	\$25,156	\$50,000	\$0	\$50,000	0.8%
Freshwater Issue							
Property	\$0	\$0	\$0	\$227,600	\$0	\$227,600	3.6%
Rents	\$154,056	\$165,000	\$159,114	\$150,000	\$10,000	\$160,000	2.5%
Tideland Leases	\$134,198	\$164,823	\$164,823	\$175,572	\$0	\$175,572	2.8%
Late Fees/Int	\$7,491	\$11,900	\$11,768	\$1,500	\$10,500	\$12,000	0.2%
Other Rev	\$77,405	\$51,838	\$47,762	\$40,000	\$15,000	\$55,000	0.9%
Interest	\$4,126	\$20,000	\$20,187	\$20,000	\$0	\$20,000	0.3%
Grant Revenue	\$2,329,199	\$796,411	\$715,767	\$2,739,500	\$0	\$2,739,500	43.0%
Cap. Exp. Loan	\$0	\$200,000	\$200,000	\$0	\$0	\$0	0.0%
Equity Line Loan	\$0	\$600,000	\$0	\$700,000	\$0	\$700,000	11.0%
Total Revenue	\$4,397,130	\$3,859,187	\$3,088,120	\$5,214,794	\$1,151,672	\$6,366,466	100.0%

increased \$40,000

Increased 15%

Increased 15%

Annual discount rate eliminated/Max slip rentals @ 95% occupancy

Maximum slip rentals - sub-leasing available slips - Suzie doing great job!

increased to \$1.00/ft (from \$0.50/ft)

New fee - \$1.00/ft

cell tower, power washing, marine mechanic, maximize trailer slip rentals

increased due to moorage and increased services

from Profit and Loss Analysis

added Taylor Mariculture

includes PORTS project

Shelter Cove State Lands/Coastal Conserv spartina; also Freshwater grants??

loan received in FY 2012/13

Headwaters and Humboldt Area Foundation for Freshwater purchase

OPERATING EXPENSES

	2013-14 Proposed Budget						
	2011-12	2012-13	2012-13	2012-13			
	Actual Audited	Budget	Projected	General	Marina	TOTAL	% of Total
EXPENSES							
Salaries/Wages	\$709,461	\$715,355	\$715,355	\$442,452	\$307,467	\$749,919	25.6%
Commish Fees	\$25,200	\$25,200	\$25,200	\$25,200	\$0	\$25,200	0.9%
Cntrct Temp Serv	\$483	\$3,000	\$16,000	\$0	\$3,000	\$3,000	0.1%
Auto Value	\$798	\$700	\$700	\$560	\$140	\$700	0.0%
Payroll Burden	\$408,915	\$359,305	\$359,305	\$217,064	\$150,841	\$367,905	12.6%
Advert/Promotion	\$12,888	\$7,000	\$3,191	\$3,500	\$3,500	\$7,000	0.2%
Automotive	\$19,852	\$17,000	\$27,063	\$20,000	\$7,000	\$27,000	0.9%
Communications	\$12,510	\$14,000	\$10,783	\$5,460	\$8,540	\$14,000	0.5%
Conference/Mtgs	\$20,606	\$20,000	\$20,000	\$21,000	\$3,000	\$24,000	0.8%
Dues/Subs	\$28,626	\$29,000	\$29,000	\$24,000	\$5,000	\$29,000	1.0%
Elect/Gov. Fees	\$24,467	\$21,000	\$21,000	\$31,500	\$13,500	\$45,000	1.5%
Insurance	\$32,574	\$54,000	\$54,000	\$72,274	\$12,091	\$84,365	2.9%
Office Expense	\$41,590	\$28,000	\$51,000	\$25,000	\$16,000	\$41,000	1.4%
Oper Supplies	\$5,927	\$7,000	\$6,568	\$1,500	\$5,500	\$7,000	0.2%
Security Guards	\$109,183	\$102,847	\$81,163	\$0	\$40,000	\$40,000	1.4%
Legal Services	\$32,592	\$25,000	\$25,000	\$40,000	\$10,000	\$50,000	1.7%
Accounting/Audit	\$42,202	\$30,750	\$30,750	\$25,000	\$6,000	\$31,000	1.1%
Prof/Outsd Servcs	\$115,788	\$76,000	\$46,024	\$60,000	\$0	\$60,000	2.0%
Utilities	\$206,788	\$190,000	\$197,878	\$20,000	\$105,000	\$125,000	4.3%
Maintenance Exp	\$76,851	\$105,000	\$73,919	\$20,000	\$60,000	\$80,000	2.7%
Fields Lndng Exp.	\$62,117	\$60,350	\$32,736	\$35,000	\$0	\$35,000	1.2%
Shelter Cove Exp	\$18,516	\$25,000	\$23,547	\$25,000	\$0	\$25,000	0.9%
King Salmon Exp	\$958	\$2,000	\$1,000	\$2,000	\$0	\$2,000	0.1%
Rdwd Dock Exp	\$7,664	\$15,000	\$148,410	\$22,000	\$0	\$22,000	0.8%
Samoa Shops	\$0	\$2,000	\$0	\$0	\$0	\$0	0.0%
Freshwater							
Tissue Property	\$0	\$0	\$0	\$215,400	\$0	\$215,400	7.4%
HBMP	\$0	\$1,000	\$0	\$0	\$0	\$0	0.0%
Int/FeeExpense	\$10,000	\$10,000	\$10,000	\$10,000	\$0	\$10,000	0.3%
Grant Expense	\$600,373	\$796,411	\$325,974	\$739,500	\$0	\$739,500	25.3%
Cap Exp Loan Pmt	\$0	\$30,000	\$11,580	\$0	\$38,400	\$38,400	1.3%
Equity Loan	\$0	\$600,000	\$0	\$30,000	\$0	\$30,000	1.0%
TOTAL							
OPERATING EXPENSES	\$2,016,556	\$3,371,918	\$2,347,146	\$2,133,410	\$794,979	\$2,928,389	100.00%

includes new maintenance hire and part-time marina office employee

We know WC will increase ~\$16,000.00

increased due to fuel for new boats

includes additional Freshwater insurance

decreased to one shift, 7hours/365 days

increased due to Freshwater purchase issues

Commissioner Wilson would like consideration of District Planner

decreased - installed water and electrical meters

decreased due to elimination of security guards

planking, roadways, power

From Profit and Loss Analysis

SC sewer upgrade, freezers; spartina

mo pmts on dock electrical meters

NON-OPERATING EXPENSES

CAPITAL EXPENDITURES

CAPITAL EXPENDITURES	2013-14 Proposed Budget				
	2011-12	2012-13	2012-13	2012-13	
	<u>Actual Audited</u>	<u>Budget</u>	<u>Projected</u>	<u>General</u>	<u>Marina</u>
WI Facility Improvmt	\$10,078	\$219,928	\$210,000	\$0	\$56,500
WI Marina Dredging	\$11,684	\$0		\$0	\$0
FL Boat Yard	\$10,390	\$0		\$45,500	\$0
Marine Term Impr	\$69,677	\$0	\$11,270	\$35,000	\$0
Harbor Improvmt	\$0	\$0		\$0	\$0
Property Acquisition			\$350,000	\$350,000	
Property Improvement				\$2,220,000	
Rec Enhance	\$0	\$0		\$5,000	
Cons Enhance	\$0	\$0		\$0	\$0
Auto/Operating Equip	\$0	\$4,000	\$3,627	\$6,000	\$0
Office Equipment	\$0	\$0	\$14,304	\$0	\$0
TOTAL CAPITAL EXPENDITURES	\$101,829	\$223,928	\$589,201	\$2,661,500	\$56,500
					\$2,718,000

tenant showers, fire alarm system, freezer for fish carcasses
 zero discharge system, lathe, replace lower dock
 forklift, backhoe & hoist
 Freshwater purchase
 Freshwater electrical, roof, fire system, water repairs/outfall inspection
 freezer for fish carcasses at Shelter Cove fish cleaning station
 plasma metal cutting machine, metal band saw

DEBT PAYMENTS

DEBT PAYMENTS	2013-14 Proposed Budget				
	2011-12	2012-13	2012-13	2012-13	
	<u>Actual Audited</u>	<u>Budget</u>	<u>Projected</u>	<u>General</u>	<u>Marina</u>
Cal Boating Loan	\$0		\$0	\$0	\$99,366
Deepening Loan	\$215,167	\$213,213	\$213,213	\$214,303	\$0
TOTAL DEBT PAYMENTS	\$215,167	\$213,213	\$213,213	\$214,303	\$99,366
					\$313,669

NARRATIVE FOR FY 2013/14 BUDGET

REVENUE

Tax Revenue

Estimated income received from County of Humboldt - District's portion of property taxes paid to County. **Estimated additional \$40,000.00 to be received FY 2013/14.**

Sales and Permits

General - Estimated income from permit fees.

Marina - Estimated income from coin-operated showers, washers, and dryers, vending machines, ice machine, liveaboard inspection fees, and forklift fees.

Harbor Surcharge

Anticipated revenues to be generated by Harbor Improvement Surcharge – **increased 15%.**

Pilotage Tariff

Anticipated revenues to be generated by Bar Pilot services – **increased 15%.**

Slip Rentals

Marina - Estimated income from the rental of slips at the Marina. **No “per foot” increase – elimination of annual discounted rate.**

Every effort has been made by Dockmaster to maximize slip rentals – 30% increase in slip rental revenue has been realized by sub-leasing slips when original lessee's boat is gone from the marina for an extended period of time (i.e. fishing boats).

Transient Rentals

Marina - Estimated income from the rental of transient slips at the Marina. **No “per foot” increase.**

Liveaboard Surcharge

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

WIM Maintenance Dredging Surcharge

Increase to \$1.00/per foot charge assessed toward future maintenance dredging of Woodley Island Marina. Revenue from this fee transferred directly to Woodley Island Marina Maintenance Dredge Cash Designation.

WIM Float Replace

Proposed \$1.00/per foot charge for all tenants/transients of Woodley Island Marina to create a fund designated specifically for dock/float replacement.

WIM Electrical

Revenue received from the metering of electrical use by tenants through the installation of dock electrical boxes to be installed during FY2012/13.

Fields Landing

Revenue received from storage (boats and trailers) utilities, forklift, and equipment rentals, building space rent, and Travelift haul out fees and usage. **Power washing services and cell tower revenue have been added.**

Redwood Dock

Revenue received from building space rent/terminal lease/wharfage and dockage.

Freshwater Tissue Company Property

Revenue estimated to be received from the tenants of this property: Myrtle town Lumber, Freshwater Tissue Company, Taylor Mariculture, DG Power and others.

Rents

Money to be received by the District for rents and concessions as follows: Café Marina Restaurant; Office Space; kayak storage fees; 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.

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.

Interest

Interest earned by the District on monies presently deposited in the Humboldt County Treasury.

Grant Revenue

Monies received from grant-funded projects expected to be received in FY 2013/14.

Capital Expenditure Loan

Monies borrowed in FY 2012/13 to finance the dock electrical meters for Woodley Island Marina.

Equity Line Loan

This is a loan from Headwaters Fund and Humboldt Area Foundation used to purchase the Freshwater Tissue Company property.

EXPENSES

Salaries and Wages

Salaries and wages paid to Harbor District employees. *This is estimated at this time until the negotiations have been completed with the District employee union.* Also includes an additional Harbor Maintenance Worker I and a part-time marina office employee.

Commissioners Fees

Fees paid for the service of Commissioners on the Board.

Contract Temporary Services

Expenses paid for weekend Custodian on Woodley Island.

Auto Value

Imputed commuting value of District auto to Director of Facility Maintenance, which is treated as additional compensation 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 13/14 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 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 and Website hosting, 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, 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 two (2) Board seats slated for election for the District in FY 2013/14.

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 2013/14. There will be an increase in the Workers Comp experience modification from 121% to **173% for 2013/14, which equates to an approximate \$16,000 increase in annual premiums.** The CAPA excess insurance through AON Risk Services is still in order. The District's Fireboat and Port Security/Work boat are insured through Poseidon Insurance. Insurance expenses that would exceed the budget require individual approval by the Board of Commissioners. **Also includes additional insurance for Freshwater property.**

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 – **decreased to one shift, 7 hours, 365 days.**

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.

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.

Professional/Outside Services

Funds paid for a maritime attorney (Lawrence G. Mallon, \$5,000) and a Washington DC representative (Edington, Peel and Assoc. \$24,000) 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, 2014 unless terminated prior to the end of the fiscal year. 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 revision, appraisal services, engineering and environmental consultant services required 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. **Water meters and electric power pedestals have been installed, causing the decreased expense.**

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 stormwater filters, repairs to buildings and yard lighting. Also included are insurance, utilities, water, sewer, refuse, and telephone service. **Expenses decreased to the elimination of security guards at this facility.**

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. **Planking, roadway upgrade and power installation 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.

Interest/Fee Expense

Estimated interest and fee expense for short-term line of credit financing that may be incurred due to unavailable State Homeland Security grant funds to cover purchases of grant-funded equipment.

Grant Expense

Expenses associated with grant-funded projects expected to occur in FY 2013/14.

Capital Expenditure Loan Payment

Monthly payments to repay the loan for the power pedestal purchase and installation.

Equity Loan

Monies repaid on the loans used to purchase Freshwater Tissue Company property.

CAPITAL EXPENDITURES

Woodley Island Facility Improvement

Estimated expense for the purchase of a fish carcass freezer, repairs to the tenants' restrooms, upgrade of the fire alarm system.

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, including the installation of a zero discharge system and purchase of a lathe.

Marine Terminal Improvement

Estimated expenses required for a forklift, backhoe and hoist to use at the Redwood Dock Terminal Berth 1.

Harbor Improvement

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

Property Acquisition

Purchase of Freshwater Tissue Company property.

Property Improvement

Expenses associated with Freshwater property improvements – electrical upgrade, roof and fire system repairs, water system repairs and outfall inspection.

Recreational Enhancements

Estimated expenses for capital improvements (**a freezer for fish carcasses at Shelter Cove**) related to recreational enhancements at District facilities other than Woodley Island.

Conservation Enhancements

Estimated expenses for capital improvements related to conservation enhancements at District 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.

CASH 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.

Redwood Electrical Services

PO Box 6097
Eureka, CA 95502

Phone # 7074441374 12kvsparky@suddenlink.net
Fax # 7074442004

11c
Estimate #

Date	Estimate #
5/15/2013	2011/224

Name / Address
Humboldt Bay Harbor District

Project

Description	Qty	Rate	Total
<p>It is our pleasure to submit a labor and materials Quote For the installation of 143 power pedestals on the marina floating docks</p> <p>Scope of work - assist in the removal of old pedestal and installation of district supplied new pedestals. Quote includes all blocking and mounting hardware and wire connection/ transformer if necessary and final test</p>		16,000.00	16,000.00
We look forward to working with you.		Total	\$16,000.00

Woodley Island Marina Electrical Power Pedestals Installation Agreement

THIS AGREEMENT, MADE THIS 16 DAY OF May 2013, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "DISTRICT" and licensed electrical contractor Redwood Electrical Services doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. CONTRACTOR, a licensed electrical contractor, will commence and complete the installation of 143 supplied new electrical power pedestals on the floating docks located at Woodley Island Marina as described in Exhibit A, which is incorporated by reference as part of this Agreement.
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the electrical power pedestals installation described in Exhibit A.
3. CONTRACTOR will commence the electrical power pedestals installation within 10 calendar days after the date of award and will complete the same on or before 5:00 PM, June 28, 2013 unless the period for completion is extended otherwise by agreement of the DISTRICT.
4. CONTRACTOR agrees to perform all of the work described in the Bid Specifications, (Exhibit A) and comply with terms therein for the sum of \$ 16,000.00. Bid amount will include applicable taxes. The bid amount does not exceed \$40,000.00.
5. Payment will be made within 30 days of complete installation and acceptance by the DISTRICT.
6. CONTRACTOR is required to comply with the State of California prevailing wage laws in effect at the time of execution of this Agreement. See California Labor Code sections 1770 et. seq. and related legal provisions. CONTRACTOR will be required to comply with any changes in these wage rates as they are updated by the State of California at no additional cost to DISTRICT.
7. All work is to be done in accordance with DISTRICT'S specifications as described in Exhibit A in a manner and subject reasonably acceptable by DISTRICT. It is understood that the CONTRACTOR will perform hereunder will be in its professional capacity as an independent entity; and that at no time shall CONTRACTOR be deemed an employee or agent of DISTRICT, nor shall it have the authority to obligate DISTRICT in any manner.

8. CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR'S employees and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries or other remuneration paid CONTRACTOR'S employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.
9. The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by others performing the same or similar services. CONTRACTOR shall not assign any interest in this contract without prior written approval of DISTRICT. CONTRACTOR shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by CONTRACTOR and shall be remedied by CONTRACTOR on demand without cost to DISTRICT for a period of three (3) years commencing on the date of acceptance by DISTRICT.
10. In the performance of this agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, and ordinances including those relating to the environment, toxic or hazardous materials, and occupational health and safety. CONTRACTOR shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of this Agreement.
11. With respect to operations performed under or incident to this agreement, CONTRACTOR agrees to obtain and maintain the following insurance with coverages listed below:
 - a) Worker's compensation insurance meeting statutory limits and employers liability insurance in an amount not less than \$1,000,000 for all employees engaged in this Project;
 - b) Professional and General liability insurance that provide protection for claims which may arise out of or result from operations or performance under this agreement. Liability insurance coverages shall be not less than a single limit coverage of \$1,000,000;
 - c) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 each occurrence (or the equivalent) for bodily injury and property damage.
 - d) All insurance certificates shall list DISTRICT as additionally insured and include an Endorsement.

Any and all deductible amounts are the responsibility of the CONTRACTOR.

In the event that the CONTRACTOR contracts the services of other consultants (subconsultants) as part of the work covered by this Agreement, it shall be the CONTRACTOR'S responsibility to require and confirm that each subconsultant meets the minimum insurance requirements specified above.

12. All permits required by law will be the responsibility of the CONTRACTOR and will be obtained at CONTRACTOR'S expense except those permits expressly provided by DISTRICT.

13. DISTRICT shall have the right, at any time, in its sole discretion and with or without cause, by ten (10) days written notice to CONTRACTOR, to cancel this Agreement. CONTRACTOR shall stop work immediately upon receipt of a notice of termination.

If District exercises its right to terminate the Agreement, upon termination DISTRICT will reimburse CONTRACTOR within thirty (30) days for the services which were performed prior to termination, based upon an invoice submitted to DISTRICT describing the services completed prior to termination and an itemization of time spent and expenditures incurred. Such sums shall in no event exceed the total amount described in this Agreement.

14. CONTRACTOR 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 CONTRACTOR, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of CONTRACTOR or its subcontractors under this Agreement.

15. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 3132 Bradstone Road, P.O. Box 2600, Sacramento, CA 95826.

16. This Agreement represents the entire agreement between DISTRICT AND CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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 and original on the date first above written.

Humboldt Bay Harbor, Recreation &
Conservation District

By _____
MIKE WILSON, President
Board of Commissioners

PATRICK HIGGINS, Secretary
Board of Commissioners

Redwood Electrical Services
Contractor (Seal)

By Mark Brown

4566 Geelson Rd. Eureka
Address

Reviewed:

District Counsel

EXHIBIT A:

**BID SPECIFICATIONS
Woodley Island Marina
Electrical Power Pedestals Installation**

SECTION I. SCOPE OF WORK

The **CONTRACTOR** will provide labor, materials and equipment to complete the installation of 143 new supplied electrical power pedestals on the floating docks at Woodley Island Marina.

SECTION II. LOCATION OF THE WORK

Woodley Island Marina is located at 601 Startare Drive, Eureka, CA 95501.

SECTION III. TIME OF COMPLETION

The **CONTRACTOR** shall diligently prosecute the work under this contract to completion before June 28, 2013, and the liquidated damages shall be the sum of Two Hundred Dollars (\$200) per day for each and every day's delay in finishing the work beyond the time prescribed herein unless approved in writing by **DISTRICT**.

SECTION IV. INSURANCE

A. Public Liability

The **CONTRACTOR** shall take out and maintain, throughout the period of this contract comprehensive general liability insurance with minimum limits \$1,000,000 combined single limit (CSL), or \$1,000,000 bodily injury per occurrence and \$1,000,000 property damage per occurrence, covering all bodily injury and property damage arising out of its operation under this agreement.

B. Automobile

The **CONTRACTOR** shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this contract with minimum coverage of \$1,000,000 for property damage per accident, \$1,000,000 for bodily injury for each person, and not less than \$1,000,000 for bodily injury per accident: or \$1,000,000 per accident combined single limit (CSL).

C. Worker's Compensation

The **CONTRACTOR** shall, throughout the period of this contract, maintain in full force and effect a policy of workers compensation insurance covering all its employees and volunteers.

D. Additional Insured Notices

Said policies shall name the **DISTRICT** as an additional insured and shall constitute primary insurance as to the **DISTRICT**, its officers, agents and employees, so that any other policies held by the **DISTRICT** shall not contribute to any loss under said insurance. Said policies shall provide for thirty- (30) days prior written notice to the **DISTRICT** of cancellation or material change.

The **CONTRACTOR** shall not execute this contract until certificates, or other sufficient proof of compliance with these insurance provisions (as stated in Section IV. A, IV. B and IV. C of this Agreement) are filed with the **DISTRICT**.

If the **CONTRACTOR** does not keep such insurance in full force and effect, the **DISTRICT** may take out the necessary insurance, and the **CONTRACTOR** agrees to pay the cost of said insurance.

SECTION V. EXAMINATION OF THE SITE

It shall be the responsibility of the **CONTRACTOR** to examine the job site before submitting this bid. No allowance will be made in the **CONTRACTOR'S** behalf for any extra expense he may incur due to his failure to acquaint himself with the extent of work to be done and the conditions under which the work is to be performed.

SECTION VI. CONTROL OF TRAFFIC

The **CONTRACTOR** shall furnish, erect and maintain all barricades, lights or other warning devices as necessary in order to insure the safe movement of vehicles and pedestrians as they may come into contact with hazards resulting from the execution of this contract. The **CONTRACTOR** shall not block traffic lanes on adjacent streets without the expressed consent of the **DISTRICT**. When traffic lanes on adjacent streets are to be blocked, the **CONTRACTOR** shall notify the **DISTRICT** of the specific times during which the street(s) will be blocked.

SECTION VII. SAFETY

The **CONTRACTOR** is hereby specifically informed that under the contract he has the sole responsibility for the safety of his work, including his workers, equipment and that of subcontractors or of the general public as they may come in contact with the work. The Engineer or Inspector has specifically not been hired to review **CONTRACTOR'S** safety or methods of operation.

The Contractor 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 **CONTRACTOR**, its employees, agents, or subcontractors during the progress of, or connected with, rendition of services herein rendered. The Contractor shall defend and hold harmless and indemnify **DISTRICT** and all its officers and employees of **DISTRICT** from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of the **CONTRACTOR** or its subcontractors under this Agreement.

SECTION VIII. PAYMENT

Payment for the work specified in these provisions will be made at the **LUMP SUM** amount bid upon notice of completion. The contract price paid for the said work shall be considered as full compensation for furnishing all labor, materials, tools and equipment necessary to perform the work as specified herein.

SECTION IX. SECURITY REQUIRED

All bids shall be presented under sealed cover and shall be accompanied by a bidder's security in an amount not less than 10 percent of the bid in one of the forms authorized by California Public Contract Code section 20724, i.e., cash, a cashier's check payable to the District, a certified check payable to the District, or a bidder's bond executed by an admitted surety insurer, made payable to the District. Additionally, if the bid amount is in excess of \$25,000 then a payment bond will be required before performance of the work pursuant to Civil Code Section 3247.

SECTION X. EQUIPMENT SPECIFICATION

All materials and equipment used in the installation of the electrical power pedestals will conform to Underwriter's Laboratories standards and the American National Standards Institute (ANSI). Installation of electrical systems must abide with the California Electrical code standards.

The licensed electrical contractor will install 143 supplied new electrical power pedestals for Humboldt Bay Harbor District at Woodley Island Marina for the existing floating docks at specified locations.

Harbor District Staff, working with and under the electrical contractor's direction, will remove existing electrical power pedestals.

Existing loop feed wiring and conduit will be used when possible. Licensed electrical contractor will perform all electrical connections.

All hardware used in the installation of the electrical power pedestals will be stainless steel.

Electrical power pedestals will be mounted to existing mounting boards and weldment support brackets when possible.

All blocking as needed will be treated wood.

Layout of 143 new supplied electrical power pedestals locations and their new configurations are contained herein as Exhibit B.

Marina slip layout is contained herein as Exhibit C.

Eaton Marina Power and Lighting is the manufacturer of the electrical power pedestals. Their installation instructions are contained herein as Exhibit D.

Use of transformers may be required in some locations to facilitate the new power box requirements. Located at BW-03, A-End East.

Transformers will be of stainless steel and marine grade.

Transformers will be mounted on separate mounting brackets made of (minimum) 3/16-inch stainless steel.

Installation of electrical power pedestals will be in accordance with all Humboldt County, State of California and Federal codes.

Warranty: Installing contractor will warrant installation of 143 supplied new electrical power pedestals, wiring, connectors, lugs, brackets and transformers and all other items used to complete the installation for 3 years.

Overall project not to exceed forty thousand dollars (\$40,000.00).

EXHIBIT E:

BID SHEET
WOODLEY ISLAND MARINA
ELECTRICAL POWER PEDESTALS INSTALLATION

Bid Item

Bid Amount

Electrical Power Pedestals Installation
(143 supplied new)

16,000.00

TOTAL BID (including all taxes)

16,000.00

REFERENCES: Please include names, addresses, and phone numbers of at least three comparable jobs. Please use additional sheet.

I, Mark Brown, representing Redwood Electrical Service,
Name Firm

do hereby certify the above bid as true and correct.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MELA

DATE (MM/DD/YYYY)

05/16/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER California Meridian Insurance 509 J St., Ste 3 Eureka, CA 95501 Stan Smith	Phone: 707-269-4368 Fax: 707-269-4360	CONTACT NAME: Melanie Napoli PHONE (A/C, No, Ext): 707-269-4368 FAX (A/C, No): 707-269-4360 E-MAIL ADDRESS: melanie@ssins.biz PRODUCER CUSTOMER ID #: REDWO-3													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allied Group Insurance</td> <td>19100</td> </tr> <tr> <td>INSURER B : State Fund Insurance</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied Group Insurance	19100	INSURER B : State Fund Insurance		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Redwood Electrical Services Mark Brown Po Box 6097 Eureka, CA 95502															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		ACP-7862392523	10/01/12	10/01/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
A	AUTOMOBILE LIABILITY	X		ACP-7862392523	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		ACP-7862392523	10/01/12	10/01/13	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
DEDUCTIBLE \$ RETENTION \$								
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	0007130034829-12	12/31/12	12/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below								
E.L. DISEASE - POLICY LIMIT \$ 1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Humboldt Bay Harbor Recreation and Conservation District is named as an additional with respects to the insureds operations.

CERTIFICATE HOLDER Humboldt Bay Harbor Recreation and Conservation District Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

This Endorsement Changes the Policy, Please Read it Carefully.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Person Or Organization:

Humboldt Bay Harbor Recreation and Conservation District
Eureka CA 95501

For: Job Bid

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as and additional insured, the person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on Your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

C. The following is added to **SECTION III – LIMITS OF INSURANCE**

The limits of insurance applicable to the additional insured are those specified in the written contract between you and the additional insured, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

a. All work including materials parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

11d

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
Cliff Friedley
dba *Foreel Sportfishing*
1666 Bella Vista Road
McKinleyville, CA 95519

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **Cliff Friedley**, dba ***Foreel Sportfishing*** hereinafter referred to as "**Cliff Friedley**."

WHEREAS, **Cliff Friedley** will be the Lessee of Slip Number 20, Float E, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about May 16, 2013, **Cliff Friedley** made a written application to the District for a Permit from the District to operate the business ***Foreel Sportfishing*** on a vessel moored at Slip Number 20, Float E at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.78, subparagraph a of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **Cliff Friedley**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **Cliff Friedley**, to operate the business *Foreel Sportfishing* for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **Cliff Friedley** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for the period May 23, 2013 through April 30, 2014. District or **Cliff Friedley** may terminate this Permit and Agreement by giving sixty 60 days written notice of termination to the other party. District may terminate this Permit and Agreement with **Cliff Friedley** with or without cause or reason by giving **Cliff Friedley** sixty 60 days written notice of termination and **Cliff Friedley** shall terminate their business, as defined in Paragraph 1, 60 days from the date of personal service of said written notice of termination or sixty 60 days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **Cliff Friedley**, at 1666 Bella Vista Road, McKinleyville, CA 95519. In the event **Cliff Friedley** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **Cliff Friedley's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **Cliff Friedley's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty 60 day notice of termination provisions.
3. In addition to the monthly rental payable by **Cliff Friedley** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", **Cliff**

Friedley shall pay District the sum of Two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: May 23, 2013, **Cliff Friedley** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **Cliff Friedley** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **Cliff Friedley** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to May 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **Cliff Friedley** shall forthwith cease and stop their *Foreel Sportfishing* business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **Cliff Friedley** shall, prior to commencing operation of *Foreel Sportfishing*, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.
6. **Cliff Friedley** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with

Cliff Friedley, and **Cliff Friedley** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **Cliff Friedley** agrees to hold harmless, indemnify, and hold District non-responsible for any of **Cliff Friedley's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

7. **Cliff Friedley** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **Cliff Friedley** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.
9. **Cliff Friedley** may place a sign on the vessel the size of which must be approved by the District's Chief Executive Officer. **Cliff Friedley** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Chief Executive Officer. Type and size of all signs are to be

approved by the Chief Executive Officer of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.

10. This Permit and Agreement is not transferable or assignable by **Cliff Friedley** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Cliff Friedley** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **Cliff Friedley** is hereby notified by the District that this Permit and Agreement to Operate *Foreel Sportfishing* in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **Cliff Friedley** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Cliff Friedley** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Cliff Friedley** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **Cliff Friedley** hereby acknowledge that they have actual knowledge of the

existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Cliff Friedley** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, _____, 2013, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

Cliff Friedley, dba, *Foreel Sportfishing*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2013

By _____
**CLIFF FRIEDLEY, Owner
*dba Foreel Sportfishing***

He

HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO
OPERATE A CHARTER SERVICE

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
John W. Kramer
dba *Joli Time Sport Fishing*
1830 McKinleyville Avenue
McKinleyville, CA 95519

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and **John W. Kramer**, dba ***Joli Time Sport Fishing*** hereinafter referred to as "**John W. Kramer.**"

WHEREAS, **John W. Kramer** will be the Lessee of Slip Number 11, Float D, at the Woodley Island Marina for a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; and

WHEREAS, on or about March 22, 2013, **John W. Kramer** made a written application to the District for a Permit from the District to operate the business ***Joli Time Sport Fishing*** on a vessel moored at Slip Number 11, Float D at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.78, subparagraph a of the District prohibits any commercial endeavor or charter service for hire without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of **John W. Kramer**:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit **John W. Kramer**, to operate the business *Joli Time Sport Fishing* for the purpose of charter service at the Woodley Island Marina. The charter services shall consist primarily of sport fishing. Diving or diving instruction from or on said vessel shall not be allowed and shall be prohibited at all times at any locations within or without the boundaries of Woodley Island Marina while **John W. Kramer** operates the business of charter services from the Woodley Island Marina.
2. The term of this Permit and Agreement shall be for the period May 23, 2013 through April 30, 2014. District or **John W. Kramer** may terminate this Permit and Agreement by giving sixty 60 days written notice of termination to the other party. District may terminate this Permit and Agreement with **John W. Kramer** with or without cause or reason by giving **John W. Kramer** sixty 60 days written notice of termination and **John W. Kramer** shall terminate their business, as defined in Paragraph 1, 60 days from the date of personal service of said written notice of termination or sixty 60 days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to **John W. Kramer**, at 1830 McKinleyville Avenue, McKinleyville, CA 95519. In the event **John W. Kramer** is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and **John W. Kramer's** Berthing Permit is terminated pursuant to said Agreement, this Permit and Agreement to operate a Charter Service shall terminate forthwith on the date of termination of **John W. Kramer's** Berthing Permit and Rental Agreement for the Woodley Island Marina without the requirement of the hereinabove set forth sixty 60 day notice of termination provisions.
3. In addition to the monthly rental payable by **John W. Kramer** to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island

Marina, a copy of which is attached hereto as Exhibit "A", **John W. Kramer** shall pay District the sum of Two hundred fifty dollars and no cents (\$250.00) per year, however all rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

4. On or prior to the date of the Agreement, to wit: May 23, 2013, **John W. Kramer** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **John W. Kramer** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **John W. Kramer** from liability for bodily injury, death, or property damage as a result of their operation and shall name District as an additional insured and provide District, prior to July 01 each year, with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In the event said liability insurance policy referred to in Paragraph 4 is cancelled or terminated, **John W. Kramer** shall forthwith cease and stop their *Joli Time Sport Fishing* business at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance policy is fully reinstated and in full force and effect.
5. **John W. Kramer** shall, prior to commencing operation of *Joli Time Sport Fishing*, obtain any and all necessary permits, if applicable, including but not limited to City of Eureka business license and California Department of Fish and Wildlife licenses.
6. **John W. Kramer** agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the

District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with **John W. Kramer**, and **John W. Kramer** shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, **John W. Kramer** agrees to hold harmless, indemnify, and hold District non-responsible for any of **John W. Kramer's** operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

7. **John W. Kramer** at all times shall comply and shall obtain compliance of Lessees' family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, and those of local, state, and federal government.
8. **John W. Kramer** at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. No person shall throw, discharge, or deposit from any vessel or from the shore or float or in any other manner, any fish or shellfish parts into or upon the waters of the Woodley Island Marina or upon the banks, walls, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. No person shall place or leave dead animals, fish, shellfish, bait, or other putrefying matter on or along seawalls, harbor structures, floats, piers, sidewalks, or parking areas within the boundaries of the Woodley Island Marina. Vessel must be kept free of trash and waste product so as not to attract seagulls, sea lions, harbor seals, and other animals. All trash and waste product shall be properly disposed of each day.

9. **John W. Kramer** may place a sign on the vessel the size of which must be approved by the District's Chief Executive Officer. **John W. Kramer** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Chief Executive Officer. Type and size of all signs are to be approved by the Chief Executive Officer of the District and, shall reasonably conform in size, shape, and colors of the signs heretofore existing on Woodley Island and the Woodley Island Marina.
10. This Permit and Agreement is not transferable or assignable by **John W. Kramer** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **John W. Kramer** shall be null and void.
11. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.
12. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.
13. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.
14. **John W. Kramer** is hereby notified by the District that this Permit and Agreement to Operate *Joli Time Sport Fishing* in conjunction with the Berthing Permit and Rental Agreement for a vessel at the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that **John W. Kramer** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **John W. Kramer** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **John W. Kramer**

may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a charter service in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **John W. Kramer** hereby acknowledge that they have actual knowledge of the existence of a possessory interest tax and have read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **John W. Kramer** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and their Berthing Permit and Rental Agreement for their vessel, for Woodley Island Marina.

EXECUTED on, _____, 2013, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

**MIKE WILSON, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT**

John W. Kramer, dba, *Joli Time Sport Fishing*, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _____, 2013

By _____
**JOHN W. KRAMER, Owner
*dba Joli Time Sport Fishing***



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

HUMBOLDT BAY
 HARBOR, RECREATION AND CONSERVATION
 DISTRICT
 (707) 443-0801
 P.O. Box 1030
 Eureka, CA 95502-1030
 (707) 443-0800 Fax

APPLICATION AND PERMIT FOR USE OF WOODLEY ISLAND

Date(s): 6/21/13 - 6/23/13 Time(s): _____

Location Requested: East 1-Lot Grass Area
(See Attached Map)

Type of Event: Picnic _____ Overnight Use X Multi-Day: X Other (describe) _____

Name of Sponsoring Organization: Humboldt Amateur Radio Club

Type of Organization: Non-profit Estimated Number of People Attending 50-150

Responsible Individual: Marcy Campbell
(Printed Name)

1633 Mike Lane Eureka, CA 95501 442-3866
Address, City, State, Zip Telephone Number

Refund Deposit to: _____
(Printed Name)

Address, City, State, Zip Telephone Number

FOR DISTRICT USE ONLY

Deposit:		Rental Fee:	
Date Paid:	Receipt #:	Date Paid:	Receipt #:
Approved By:		Additional Insurance:	
Map Attached:	Parking Lot or Street Closure:		
Temporary Restrooms:	Fresh Water Needed:	Power Needed:	
PA or Music:	Alcohol Served:	Grills/BBQ's:	
Food Being Sold:	Access to Docks:	Additional Security:	
Shower Access:	Keys Issued:	Camping Area:	
Setup Date/Time:	Take Down-Clean up Date/Time:		
Additional Permits City of Eureka Permit:		Alcohol Beverage Control:	HC Environmental Health:
Other Permit(s):			
Use Area Clean:		Additional Clean Up Required:	
Damages to Facilities:			

Do you need access to fresh water? no Electricity? no (Depending on the location of your event, District may not be able to provide you with water and power. Also, use of your own generator may be permitted depending on location of your event. Please discuss with District your specific needs.

Will you have amplified Music? no P.A. System no Band Name _____
No amplified music or P.A. systems used between 10:00 p.m. and 6:00 a.m.

Grills/Bar-B-Ques Used? yes All Grills/Bar-B-Ques must be above ground and used on paved areas only. A properly charged fire extinguisher must be located within twenty (20) feet of each Grill/Bar-B-Que. NO OPEN FIRES ALLOWED.

Alcoholic Beverages Served? no Type _____ Admission Charged? _____

Food Served? yes Admission Charged? no Woodley Island is located within Eureka City limits - City of Eureka, Humboldt County Environmental Health, Alcohol Beverage Control and other agencies may require addition permits. It is Applicant's responsibility to obtain all proper permits necessary for the event.

Applicant may also be required to rent additional restroom facilities for the duration of their event so as not to overburden District facilities and staff. Additional requirements may be necessary depending on the event and is subject to District discretion.

Contributions Solicited? no Proceeds Used For? no The Applicant is hereby notified by the District that this Permit or property interest created herein, if any, may be subject to a possessory interest property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that Applicant/or party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

Applicant shall provide and maintain a Commercial General Liability policy of "protection and indemnity insurance" insuring Applicant from liability for bodily injury, death, or property damage as a result of their activities and shall name HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT as an additional insured and provide DISTRICT with a Certificate of Insurance stating the amount of the insurance and proof that the DISTRICT is an additional named insured, and the agreement of said insurance company that DISTRICT shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents (\$1,000,000.00) per occurrence. In this connection, District agrees to submit to Applicant in writing, within five days after the term, a detailed listing of all claimed property damage or personal injuries for which Applicant is responsible, and allow Applicant to inspect the property so damaged.

Application does not guarantee permit for use. No event will be deemed "booked" until approved by the District and all fees are paid. The District reserves the right to cancel reservations for failure to meet payment requirement or in the event of an emergency or other unforeseen District use. If Applicant finds it necessary to cancel the event, District requires ten (10) business days advance notification otherwise deposit is forfeit. Failure to clean use area and/or damage to District property will be cause for deposit forfeit and additional charges if necessary.

No pets are allowed at Woodley Island Marina. Deer, birds, etc, may be within your area of use. These are wild animals. Please do not approach, chase, feed, or disturb the wildlife. Use of open flames, weapons, firearms, and pyrotechnics are prohibited.

The undersigned acknowledges that they have the authority to act as a representative of the organization entering into this agreement. The undersigned further certifies that the above information is correct; agrees to pay the required fee in full prior to the event; agrees to obey the rules and regulations; assumes full responsibility for any damages sustained to the buildings, grounds, furniture or equipment, and for the acts or conduct of all persons admitted to the premises; and agrees to reimburse District for any event-related expenses (additional security, equipment, supplies, etc. as required).

The undersigned further agrees to hold the District and its employees or agents free and harmless from all claims, or liabilities for damages of any person or persons, for injuries to persons, or loss or damages to property occasioned by or in connection with the use of the premises caused by any source whatsoever.

Event Contact Person (please print) Marcy Campbell
Home Phone 442-3866 Work Phone: _____ Cellular Phone 599-2068

Signature Marcy Campbell Date 5/8/13
Responsible Individual

APPLICANT CHECKLIST – All Items to be furnished by Applicant if applicable.
For Questions, please contact the Harbor District at 707-443-0801.

- Map attached describing area of use requested
- Road and/or Parking Lot Closures
- Parking Requirements
- Deposit Paid
- Rental Fee Paid
- Certificate of Insurance naming the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT as an additional insured in the amount of One Million dollars (\$1,000,000.00) combined single limit policy. *Will Fax*
- Garbage Cans and Clean Up
- Temporary Restrooms (porta-potties)
- Fresh Water
- Electricity
- P.A. System or Music
- Grills/BBQs and Fire Extinguishers – NO OPEN FIRES ALLOWED
- Access to Docks
- Access to Showers – Keys Issued
- Designated Camping Area
- Additional Security
- _____
- _____
- _____
- _____
- _____
- _____