

11b

January 2, 2013

VIA EMAIL

Jack Crider
Chief Executive Officer
Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive
Eureka, CA 95502
(707) 443-0801

RE: Extension Request, Taylor Mariculture LLC Permit No. 11-01

Dear Jack:

By this letter, Taylor Mariculture respectfully requests that the Humboldt Bay Harbor, Recreation and Conservation District extend the term of Permit No. 11-01 until January 26, 2014.

This extension is necessary because Taylor Mariculture's project at Berth 2 is being implemented over a number of years and in phases, and that implementation is not yet complete.

As you are aware, Taylor has obtained the necessary permits to begin construction of its facilities at Berth 2, including Taylor's lease with the District, and authorizations from the California Coastal Commission, the United States Army Corps of Engineers, and reviews under the Endangered Species Act and the California Environmental Quality Act. Taylor is in the process of implementing the first phase of this project, and is planning the site improvements necessary to moor FLUPSYs at Berth 2 during the first part of this year.

Once those FLUPSYs are moored, Taylor will continue to implement the project in the phases as described in Taylor's application for Permit 11-01.

Please feel free to contact me with any questions, and thank you again for all of the hard work by the District on this project.

Sincerely,



Douglas Steding

11d

EXHIBIT B:

BID SHEET
REDWOOD MARINE TERMINAL BERTH 1
ELECTRICAL POWER INSTALLATION

Bid Item

Bid Amount

Electrical Power Installation

\$ 11,270.00

TOTAL BID

\$ 11,270.00

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

I, , representing Robert Colburn Electric, Inc.,
Name President Firm

do hereby certify the above bid as true and correct.

EXHIBIT A:

**BID SPECIFICATION
Redwood Marine Terminal Berth 1
Electrical Power Installation**

SECTION I. SCOPE OF WORK

The **CONTRACTOR** will provide labor, materials and equipment to complete the electrical power installation at the Redwood Marine Terminal Berth 1 as part of the Surveillance System Installation. In order to install power to the "gray building" of the terminal, two (2) additional poles will be installed connecting to the service near the Round House at the Redwood Marine Terminal. Scope of work will also include installation of 100 amp meter main on existing pole with PG&E power, a step-up transformer for distance and a step-down at existing pole by gray building.

SECTION II. LOCATION OF THE WORK

The Redwood Marine Terminal Berth 1 is located in Samoa, CA.

SECTION III. TIME OF COMPLETION

The **CONTRACTOR** shall diligently prosecute the work under this contract to completion before February 4, 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

11. 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.

12. 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 electrical power will conform to Underwriter's Laboratories standards. Installation of electrical systems must abide with the California Electrical code standards.

11e

EXHIBIT C

PROPOSAL SHEET
WOODLEY ISLAND MARINA POWER PEDESTAL PURCHASE

Bid Item

Bid Amount

144
(How many?) Power Pedestals

\$139,146.10

Warranty and Training

3a Warranty

\$0.00

3c Training

\$0.00

Total Bid (including shipping and tax)

\$150,277.79

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

I, RAY VERBYLA, representing DOCK BOXES UNLIMITED, INC.
Name Firm

do hereby certify the above bid as true and correct.

REFERENCES

City of Long Beach
Parks, Recreation & Marine Administration Offices
2760 N. Studebaker Road
Long Beach, CA 90815
Mark Sandoval - Manager, Marine Bureau
(562) 570-3215

Glorietta Bay Marina
1715 Strand Way
Coronado, CA 92118
Jack Swartz – Marina Manager
(619)435-5203

Sun Harbor Marina
5000 North Harbor Drive
San Diego, CA 92106
Kathy O'Brien – Marina Manager
(619) 222-1167

Woodley Island Marina Power Pedestal Purchase Agreement

THIS AGREEMENT, MADE THIS 11TH DAY OF DECEMBER 2013, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "DISTRICT" and DOCK BOXES UNLIMITED, INC. doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "SUPPLIER."

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

1. SUPPLIER will provide the 144 power pedestals described in Exhibit A, which is incorporated by reference as part of this Agreement.
2. SUPPLIER will furnish all of the equipment and other services necessary for the transportation and delivery of the power pedestals described in Exhibit A.
3. SUPPLIER will commence the assembly of the 144 power pedestals upon notice of award and will complete the transportation and delivery of same on or before 5:00 PM, March 8, 2013 unless the period for completion is extended otherwise by agreement of the DISTRICT.
4. SUPPLIER agrees to deliver the 144 power pedestals described in the Proposal Specifications, (Exhibit A) and comply with terms therein for the sum of \$ 150,277.79.
5. Payment will be made within 30 days of delivery and acceptance by the DISTRICT.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. SUPPLIER shall at its own cost and expense, procure and maintain a policy of Workers' Compensation or Employer's liability insurance for the protection of its' employees engaged in the work required by this agreement.
8. SUPPLIER shall be responsible for procuring any necessary shipping costs for the delivery and the costs or fees for any transportation permits, and shall be responsible for any sales tax on the components used in the work.
9. SUPPLIER shall be responsible for all costs of shipping property to DISTRICT:
10. SUPPLIER shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective components and/or parts rendered by SUPPLIER and shall be remedied by SUPPLIER on demand without cost to DISTRICT for a period of three (3) years

on the housing of components and one (1) year on all internal parts commencing on the date of acceptance of all 144 power pedestals by DISTRICT.

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

ATTEST:
(Seal)

By _____
MIKE WILSON, President
Board of Commissioners

Secretary

SUPPLIER (Seal)

By _____

Address

Reviewed:

District Counsel

11 f, g, h

AGENDA REPORT

For Agenda of: January 10th 2013

Place on Agenda: New Business Items: 11f; 11g; 11h

Titles:

- 11f: Consideration of entering into an Agreement for Services with the Coastal Ecosystems Institute of Northern California to support District engagement with the Humboldt Bay Sea Level Rise Adaptation Planning Project
- 11g: Consideration of Approval of a Professional Services with Trinity Associates to assist with the Humboldt Bay Sea Level Rise Adaptation Planning Project
- 11h: Consideration of Approval of a Memorandum of Understanding with Humboldt County to support County engagement with the Humboldt Bay Sea Level Rise Adaptation Planning Project

Summary of the Issue: These three linked agreements will allow the Humboldt Bay Sea Level Rise Adaptation Project to get underway. The State Coastal Conservancy is the funding source for this effort. The Conservancy grant was awarded to the Coastal Ecosystems Institute of Northern California (CEINC), with the intent that the Harbor District and the County will play a central role in coordinating the planned Adaptation Working Group component of the project.

Agenda Item 11f is a contract whereby CEINC engages the Harbor District to oversee the Adaptation Working Group. The District is serving as a contractor to CEINC in this arrangement.

In Item 11g, the District proposes to hire Trinity and Associates (Aldaron Laird) to help coordinate the Working Group and help produce the final report. Approximately two-thirds of the funding from CEINC will be passed through the District via this professional services contract. Trinity Associates is well qualified for this effort, and has just completed the shoreline survey of Humboldt Bay, which is essentially Phase 1 of the current project.

In Item 11h, the District and County enter into a simple MOU to pass some of the grant funding through to the County to cover a portion of their anticipated staff time on the project. Note that the County has not finalized review of the MOU, and therefore may request revisions to the attached draft; however such changes would not affect the funding amount in the MOU.

Fiscal Impacts: The District will recover up to \$10,000 in staff time and \$12,369 in administrative expenses for our participation and administrative role in the project. Staff time on the project may exceed the \$10,000 for which we can be reimbursed, but no direct expenditures are anticipated on the project outside of the available funding. Staff will track time on the project and provide periodic updates

Staff recommendation:

Staff recommends the Board of Commissioners authorize the CEO to sign the agreement with CEINC (Item 11f), the agreement with Trinity Associates (Item 11g), and the MOU with the County (Item 11h); including the ability to accept minor changes to the current drafts.

11 f.

**AGREEMENT BETWEEN
COASTAL ECOSYSTEMS INSTITUTE OF NORTHERN CALIFORNIA
AND
INDEPENDENT CONTRACTOR**

Grant Name: Humboldt Bay Sea Level Rise Adaptation Planning Project

CEINC ID #:: SSC 12-042

Contract #: 12-042-HBD

I) Scope of services to be provided

The Coastal Ecosystems Institute of Northern California (hereinafter referred to as CEINC), whose principal place of business is located at 144 E. 11th Street, Arcata, California, and Humboldt Bay Harbor, Recreation and Conservation District, as an independent contractor (hereinafter referred to as IC) whose principal place of business is located at 601 Startare Drive, Eureka, CA 95502, enter into this Agreement for the following purpose(s):

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan: SEE EXHIBIT A, SCOPE OF WORK

II) Independent Contractor (IC)

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The IC shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. CEINC shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the IC is an independent subrecipient.

III) Schedule for Work Completion

Services of the IC shall commence on January 10th, 2012 and end on January 15, 2015.

IV) Terms & Conditions

In addition to the terms and conditions outlined herein, the terms and conditions of this agreement shall be in accord with and encompass those terms and conditions set forth in the State Coastal Conservancy Grant Agreement, attached hereto:

SEE EXHIBIT B SCC GRANT AGREEMENT 12_042

V) Equipment Purchases

The IC will obtain written pre-approval from CEINC before purchasing any equipment which IC intends to charge as an expense to this agreement, which has a cost of one thousand dollars (\$1000) or more, or that has a useful life of three years or greater.

**AGREEMENT BETWEEN
COASTAL ECOSYSTEMS INSTITUTE OF NORTHERN CALIFORNIA
AND
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VI) Payment Schedule

As compensation for all services satisfactorily rendered by IC for CEINC pursuant to this Agreement, CEINC agrees to pay IC for the Scope of Work specified in Exhibit A., the sum not to exceed Ninety five thousand dollars (\$95,000). CEINC shall make payment to IC within thirty (30) days of receiving compensation from the State Coastal Conservancy for any undisputed invoices submitted by IC

An original invoice with all required documentation in accordance with the Scope of Work Exhibit A and the terms of SCC Grant Agreement Exhibit B shall be submitted to CEINC on a monthly basis.

VII) Worker's Compensation

The IC shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

VIII) Insurance and Bonding

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

- a. General Liability:
(Including operations, products and completed operations, as applicable) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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COASTAL ECOSYSTEMS INSTITUTE OF NORTHERN CALIFORNIA
AND
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3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CEINC.
4. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to CEINC. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - a. The State of California, its officers, agents and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - b. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to CEINC.
6. Verification of Coverage. Insurance, deductibles or self-insurance retentions shall be subject to CEINC's approval. Original Certificates of Coverage with endorsements shall be received and approved by CEINC before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CEINC or increase the duration of the project.
7. Professional Insurance: To the extent generally available, CEINC shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.

XIV) Termination of Agreement

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date

**AGREEMENT BETWEEN
COASTAL ECOSYSTEMS INSTITUTE OF NORTHERN CALIFORNIA
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of such termination. Partial termination of the Scope of Service in Paragraph 1.A above may only be undertaken with the prior approval of CEINC. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the IC under this Agreement shall, at the option of CEINC, become the property of CEINC, and the IC shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

CEINC may also suspend or terminate this Agreement, in whole or in part, if the IC materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and CEINC may declare the IC ineligible for any further participation in the CEINC's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the IC is in noncompliance with any applicable rules or regulations, CEINC may withhold up to fifteen (15) percent of said contract funds until such time as the IC is found to be in compliance by CEINC, or is otherwise adjudicated to be in compliance.

IX) Ownership of Products

All material, data, information, and written, graphic or other work, produced, developed or acquired under this agreement shall be the property of CEINC. IC shall not utilize work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose. If any of the work is subject to copyright, trademark, service mark, or patent, the State Coastal Conservancy is granted and shall have a perpetual, royalty free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant any third party a comparable and coextensive sublicense. Use of reports, maps, analyses, data, and products outside the scope of this contract shall require written permission of CEINC.

XII) Equal Opportunity Provision

The IC agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

XIII) Nondiscrimination Provision

During the performance of this contract, IC and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. IC and

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subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. IC and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. IC and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

XIV) Labor Standards

The IC agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a.5; 40 U.S.C. 327 and 40 U.S.C. 276c), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The IC shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CEINC for review upon request.

XV) Conflict of Interest

By signing this agreement, IC certifies to CEINC it is in compliance with applicable state and/or federal conflict of interest laws.

XVI) Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XVII) Remedies

In the event of IC's noncompliance with the clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part by CEINC. CEINC retains the right to pursue any and all administrative, contractual, and legal remedies allowed by law.

XVIII) Incorporation by Reference

**AGREEMENT BETWEEN
COASTAL ECOSYSTEMS INSTITUTE OF NORTHERN CALIFORNIA
AND
INDEPENDENT CONTRACTOR**

All Federal and State statutes, Executive Orders, and regulations referred to above are hereby incorporated into and become a part of this agreement. All Exhibits and Attachments are hereby incorporated into and become part of this agreement.

XIX Hold Harmless Clause

The IC shall hold harmless, defend and indemnify the CEINC from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the IC's performance or nonperformance of the services or subject matter called for in this Agreement.

AGREED THIS _____

By:	_____	By:	_____
Name:	Frank Shaughnessy	Name:	_____
Title	Board President	Title	_____
	Coastal Ecosystems Institute of Northern California		Humboldt Bay Harbor Recreation and Conservation District
Date:	_____	Date:	_____
		FEIN#	_____

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

ATTACHMENT A - SCOPE OF WORK AND BUDGET
FOR THE
JANUARY 10TH 2013 AGREEMENT BETWEEN THE HUMBOLDT BAY HARBOR DISTRICT AND THE
COASTAL ECOSYSTEMS INSTITUTE OF NORTHERN CALIFORNIA

Introduction

To solicit the participation and support for a Bay-wide sea level rise adaptation planning effort presentations of the Humboldt Bay Inventory, Mapping, and Sea Level Rise Vulnerability Assessment project (Phase 1) were given to City Councils of Arcata and Eureka, County Board of Supervisors, and Board of Directors of the Humboldt Bay Harbor, Recreation and Conservation District. The legislative bodies of all four agencies voted unanimously to participate and support the State Coastal Conservancy (SCC) adaptation planning efforts on Humboldt Bay.

On October 18th 2012, the SCC authorized the disbursement of \$250,000.00 to the Coastal Ecosystems Institute of Northern California (CEINC) to prepare a sea level rise adaptation plan (Phase 2) for the Humboldt Bay Region. The SCC's Executive Officer must approve a work program, budget, and schedule and any contractors to be employed. There are two components of Phase 2: 1) SLR vulnerability assessments, and 2) SLR adaptation strategies. The CEINC will contract with the Humboldt Bay Harbor, Recreation, and Conservation District (HBHRCD) to oversee public outreach and the adaptation planning process for the project, which will build on the findings of Phase 1 and the vulnerability assessment from Phase 2. An adaptation Plan will be prepared that identifies generalized strategies for the region to respond to SLR and provide site specific examples of these strategies.

Adaptation Planning

The HBHRCD will retain a consultant to be the SLR planner for the project and to administer and coordinate the efforts of the Adaptation Planning Working Group (APWG). The HBHRCD and the County of Humboldt (County) will serve as co-lead agencies and convene the APWG. The APWG will be composed of a core group of agencies with general land use authorities in the Humboldt Bay region: County of Humboldt, City of Eureka, City of Arcata, and the HBHRCD. In addition to the core group the APWG would like to have the participation and support of the following land management agencies; Department of Fish and Game, North Coast Railroad Authority, Caltrans, Bureau of Land Management, Humboldt Bay National Wildlife Refuge, and Wiyot Tribe. There are also several key resource protection and regulatory agencies whose participation and support will be very important to the APWG planning efforts; Coastal Commission, U.S. Fish and Wildlife Service, and National Marine Fisheries Service. Three Special Districts provide valuable water or waste water treatment services with important infrastructure on or adjacent to Humboldt Bay who may also be interested in participating and supporting the APWG planning efforts: Humboldt Bay Municipal Water District, Humboldt Community Services District, and Manila CSD. Lastly, it may be appropriate for the APWG to include the Humboldt County Association of Governments (HCAOG) a Joint Powers Agency comprised of the seven incorporated cities (Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad), and the County of Humboldt. HCAOG is also the designated Regional Transportation Planning Agency. It is important that core agency staffs from both public works and planning departments are included in APWG's deliberations.

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

Tasks

1. SLR planner will research existing climate change planning efforts and literature specifically guidance in the development and implementation of SLR adaptation plans. SLR planner will prepare a report/presentation of results of the SLR guidance research to the core group. The SLR planner will continue, for the duration of this project, to stay engaged with California's SLR adaptation planning programs and attend symposiums held in California for the benefit of the APWG and to inform the general public, elected officials, agency staff and stakeholders here in the Humboldt Bay region.
 - Research and keep the APWG informed, over 24 months, about existing and new climate change planning efforts and literature specifically guidance in the development and implementation of SLR adaptation plans:

Environmental Planner	80 hours	@ \$110.00/hour	\$8,800.00
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2. SLR planner will solicit participation in the APWG by agencies or stakeholders, which the core group has selected, with land management, resource protection, or regulatory nexus to Humboldt Bay. SLR planner will serve as liaison between the CEINC and APWG. On a regular basis the CEINC vulnerability assessment (VA) coordinator will brief the APWG on the results of their assessments. The co-lead agencies with the assistance of the SLR planner will convene the APWG. At the first APWG meeting the SLR planner and VA coordinator will present the findings of the Phase 1 effort and explain proposed Phase 2 actions. The APWG will define its purpose and goals, and establish approaches to sea level rise adaptation planning appropriate to their planning authorities, jurisdictions, and hydrologic units of Humboldt Bay. The APWG will help scope the parameters of the vulnerability assessments. The APWG is expected to hold meetings at least every other month, over a 24 month period. The SLR planner will support the efforts of the APWG members throughout their 24 months of deliberations. The SLR planner will support the selection of meeting topics and assist in the preparation of meeting materials and presentations. The SLR planner will be responsible for issuing meeting notices and securing meeting facilities. The SLR planner will maintain correspondence with APWG members and with other interested parties. The SLR planner will maintain a bibliography of sea level rise adaptation planning documents and links and provide regularly updates to the APWG as adaptation plans become available. The SLR planner will assemble APWG meeting notes, handouts, PowerPoint presentations, and reports to be archived at the County or District's web site or on a web specific to the SLR planning on Humboldt Bay.
 - APWG meetings: preparation/support/planning/research/ and coordination for 12 meetings (19 hours per meeting) over a 24 month period:

Environmental Planner	244 hours	@ \$110.00/hour	\$26,840.0
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3. The SLR planner will recapitulate the APWG deliberations and findings in a Humboldt Bay SLR Adaptation Plan. The SLR planner will organize an annual public outreach meeting to be held in Eureka and Arcata to disseminate information generated during APWG deliberations and to solicit input and guidance from the public and other interested stakeholders.
 - APWG sea level rise adaptation planning support and final report:

Environmental Planner	118 hours	@ \$110.00/hour	\$12,980.00
GIS Specialist	100 hours	@ \$90.00/hour	\$9,000.00

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

4. Project management.

• Environmental Planner	44 hours	@ \$110.00/hour	\$4,840.00
• County E.S. Manager			\$10,000.00
• HBHRCDC Conservation Dir.			\$10,000.00
• <u>HBHRCDC Administration</u>		@ 15%	\$12,369.00
TOTAL			\$94,829.00

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PROFESSIONAL SERVICES CONTRACT AGREEMENT

COORDINATION OF THE HUMBOLDT BAY SEA LEVEL RISE ADAPTATION PLANNING PROJECT

THIS AGREEMENT, MADE THIS _____ DAY OF _____, 20__ by and between the Humboldt Bay Harbor, Recreation and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**DISTRICT**" and Trinity Associates 980 7th Street, Arcata, CA 95521, hereinafter called "**CONTRACTOR.**"

WHEREAS; The **DISTRICT** is working with multiple partners to implement the Humboldt Bay Sea Level Rise Adaptation Planning Project to better understand and prepare for anticipated sea level rise in the Humboldt Bay Region; and

WHEREAS; The Coastal Ecosystems Institute of Northern California (CEINC) has received grant funds from the State Coastal Conservancy for this effort, and has contracted with **DISTRICT** to support the District's involvement; and

WHEREAS; One of the **DISTRICT** roles pursuant to the agreement with CEINC is for the **DISTRICT** to hire a coordinator for the Humboldt Bay Sea Level Rise Adaptation Planning Project; and

WHEREAS; CONTRACTOR has the experience, technical expertise and project information necessary to complete the attached Scope of Work

Therefore:

The services will be provided for Project Coordination of the Humboldt Bay Sea Level Rise Adaptation Planning Project. By joining in this agreement, **CONTRACTOR** and **DISTRICT** agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide the Environmental Planner and GIS services identified in the attached Scope of Work and Budget (Attachment A) which is hereby fully incorporated as part of this Agreement.

2. TERM OF CONTRACT

CONTRACTOR is retained on a non-exclusive basis to render services commencing on Effective Date of Agreement. All work to be performed in accordance with this agreement shall be completed by January 15th, 2015.

The project specifications subject to this Agreement may only be amended in writing by mutual agreement of the **DISTRICT** and the **CONTRACTOR**.

3. INVOICES AND PAYMENT

DISTRICT will pay **CONTRACTOR** for the services hereunder a fee on a Time & Expenses basis. Time and Expenses will be paid as shown in the **Scope of Work and Budget (Attachment A)** and are not to exceed a total amount of **\$62,460**.

CONTRACTOR shall invoice **DISTRICT** on a monthly basis for all work completed to date or upon completion of all work identified in Attachment A. Each invoice shall itemize the number of labor hours by labor category and itemize expenses. Payment will be made to **CONTRACTOR** within 30 days of the invoice date for the approved invoice amount.

4. INDEPENDENT CONTRACTOR

All work is to be done in accordance with **DISTRICT'S** specifications in a manner and subject reasonably acceptable by Client's authorized representative. It is understood that the services **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.

5. INDEMNIFICATION

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.

6. TAXES

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.

7. PERFORMANCE AND ASSIGNMENT

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 Client.

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 one (1) year commencing on the date of acceptance by **DISTRICT**.

8. HEALTH AND SAFETY

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.

9. INSURANCE

CONTRACTOR shall at its own cost and expense, procure and maintain a policy of Workers' Compensation or Employer's liability insurance for the protection of its employees engaged in the work required by this agreement and provide proof of such coverages to **DISTRICT**.

Insurance policies and amounts shall be as described below, unless **DISTRICT** agrees in writing to accept variations from these requirements based on the specifics of the Scope of Work.

- 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.

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.

10. TERMINATION

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 and promptly deliver to **DISTRICT** the results of work to date of termination.

CONTRACTOR shall have the right, at any time, in its sole discretion and with or without cause, by thirty (30) days written notice to **DISTRICT**, to cancel this Agreement. Upon termination **CONTRACTOR** will promptly deliver to **DISTRICT** the results of work to date of termination.

In either event, upon termination of this Agreement, **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.

11. EXTENT OF AGREEMENT AND SEVERABILITY

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.

12. PROJECT OFFICIALS

The Project Officials during the term of this agreement will be:

For **DISTRICT**:

Daniel Berman
Director of Conservation
443-0801
834-4943 (m)
dberman@portofhumboldt.org

For **CONTRACTOR**:

Aldaron Laird
Environmental Planner
Trinity Associates
707.825.8770
riverplanner@sbcglobal.net

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

DISTRICT

CONTRACTOR

By: _____ By: _____

Name: Jack Crider Name: Aldaron Laird

Title: Chief Executive Officer Title: Environmental Planner

Date: _____ Date: _____

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

ATTACHMENT A - SCOPE OF WORK AND BUDGET
FOR THE
JANUARY 10TH 2013 AGREEMENT BETWEEN THE HUMBOLDT BAY HARBOR DISTRICT AND TRINITY ASSOCIATES

Introduction

To solicit the participation and support for a Bay-wide sea level rise adaptation planning effort presentations of the Humboldt Bay Inventory, Mapping, and Sea Level Rise Vulnerability Assessment project (Phase 1) were given to City Councils of Arcata and Eureka, County Board of Supervisors, and Board of Directors of the Humboldt Bay Harbor, Recreation and Conservation District. The legislative bodies of all four agencies voted unanimously to participate and support the State Coastal Conservancy (SCC) adaptation planning efforts on Humboldt Bay.

On October 18th 2012, the SCC authorized the disbursement of \$250,000.00 to the Coastal Ecosystems Institute of Northern California (CEINC) to prepare a sea level rise adaptation plan (Phase 2) for the Humboldt Bay Region. The SCC's Executive Officer must approve a work program, budget, and schedule and any contractors to be employed. There are two components of Phase 2: 1) SLR vulnerability assessments, and 2) SLR adaptation strategies. The CEINC will contract with the Humboldt Bay Harbor, Recreation, and Conservation District (HBHRCD) to oversee public outreach and the adaptation planning process for the project, which will build on the findings of Phase 1 and the vulnerability assessment from Phase 2. An adaptation Plan will be prepared that identifies generalized strategies for the region to respond to SLR and provide site specific examples of these strategies.

Adaptation Planning

The HBHRCD will retain a consultant to be the SLR planner for the project and to administer and coordinate the efforts of the Adaptation Planning Working Group (APWG). The HBHRCD and the County of Humboldt (County) will serve as co-lead agencies and convene the APWG. The APWG will be composed of a core group of agencies with general land use authorities in the Humboldt Bay region: County of Humboldt, City of Eureka, City of Arcata, and the HBHRCD. In addition to the core group the APWG would like to have the participation and support of the following land management agencies; Department of Fish and Game, North Coast Railroad Authority, Caltrans, Bureau of Land Management, Humboldt Bay National Wildlife Refuge, and Wiyot Tribe. There are also several key resource protection and regulatory agencies whose participation and support will be very important to the APWG planning efforts; Coastal Commission, U.S. Fish and Wildlife Service, and National Marine Fisheries Service. Three Special Districts provide valuable water or waste water treatment services with important infrastructure on or adjacent to Humboldt Bay who may also be interested in participating and supporting the APWG planning efforts: Humboldt Bay Municipal Water District, Humboldt Community Services District, and Manila CSD. Lastly, it may be appropriate for the APWG to include the Humboldt County Association of Governments (HCAOG) a Joint Powers Agency comprised of the seven incorporated cities (Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad), and the County of Humboldt. HCAOG is also the designated Regional Transportation Planning Agency. It is important that core agency staffs from both public works and planning departments are included in APWG's deliberations.

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

Tasks

1. SLR planner will research existing climate change planning efforts and literature specifically guidance in the development and implementation of SLR adaptation plans. SLR planner will prepare a report/presentation of results of the SLR guidance research to the core group. The SLR planner will continue, for the duration of this project, to stay engaged with California's SLR adaptation planning programs and attend symposiums held in California for the benefit of the APWG and to inform the general public, elected officials, agency staff and stakeholders here in the Humboldt Bay region.
 - Research and keep the APWG informed, over 24 months, about existing and new climate change planning efforts and literature specifically guidance in the development and implementation of SLR adaptation plans:

Environmental Planner	80 hours	@ \$110.00/hour	\$8,800.00
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2. SLR planner will solicit participation in the APWG by agencies or stakeholders, which the core group has selected, with land management, resource protection, or regulatory nexus to Humboldt Bay. SLR planner will serve as liaison between the CEINC and APWG. On a regular basis the CEINC vulnerability assessment (VA) coordinator will brief the APWG on the results of their assessments. The co-lead agencies with the assistance of the SLR planner will convene the APWG. At the first APWG meeting the SLR planner and VA coordinator will present the findings of the Phase 1 effort and explain proposed Phase 2 actions. The APWG will define its purpose and goals, and establish approaches to sea level rise adaptation planning appropriate to their planning authorities, jurisdictions, and hydrologic units of Humboldt Bay. The APWG will help scope the parameters of the vulnerability assessments. The APWG is expected to hold meetings at least every other month, over a 24 month period. The SLR planner will support the efforts of the APWG members throughout their 24 months of deliberations. The SLR planner will support the selection of meeting topics and assist in the preparation of meeting materials and presentations. The SLR planner will be responsible for issuing meeting notices and securing meeting facilities. The SLR planner will maintain correspondence with APWG members and with other interested parties. The SLR planner will maintain a bibliography of sea level rise adaptation planning documents and links and provide regularly updates to the APWG as adaptation plans become available. The SLR planner will assemble APWG meeting notes, handouts, PowerPoint presentations, and reports to be archived at the County or District's web site or on a web specific to the SLR planning on Humboldt Bay.
 - APWG meetings: preparation/support/planning/research/ and coordination for 12 meetings (19 hours per meeting) over a 24 month period:

Environmental Planner	244 hours	@ \$110.00/hour	\$26,840.0
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3. The SLR planner will recapitulate the APWG deliberations and findings in a Humboldt Bay SLR Adaptation Plan. The SLR planner will organize an annual public outreach meeting to be held in Eureka and Arcata to disseminate information generated during APWG deliberations and to solicit input and guidance from the public and other interested stakeholders.
 - APWG sea level rise adaptation planning support and final report:

Environmental Planner	118 hours	@ \$110.00/hour	\$12,980.00
GIS Specialist	100 hours	@ \$90.00/hour	\$9,000.00

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

4. Project management.

• Environmental Planner	44 hours	@ \$110.00/hour	\$4,840.00
• County E.S. Manager			\$10,000.00
• HBHRCD Conservation Dir.			\$10,000.00
• HBHRCD Administration		@ 15%	\$12,369.00
TOTAL			\$94,829.00

11h

Memorandum of Understanding

HUMBOLDT BAY SEA LEVEL RISE ADAPTATION PLANNING PROJECT

This Memorandum of Understanding (MOU), made this _____ day of _____, 20__ by and between the Humboldt Bay Harbor, Recreation and Conservation District, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**DISTRICT**" and the County of Humboldt, 825 Fifth Street, Room 111 Eureka, CA 95501 hereinafter called (**COUNTY**)

WHEREAS; The **DISTRICT and COUNTY** are working with multiple partners to implement the Humboldt Bay Sea Level Rise Adaptation Planning Project to better understand and prepare for projected sea level rise in the Humboldt Bay Region; and

WHEREAS; The Coastal Ecosystems Institute of Northern California (CEINC) has received grant funds from the State Coastal Conservancy for this effort, and has contracted with **DISTRICT** to support the District's involvement in this effort; and

WHEREAS; One of the **DISTRICT** roles pursuant to the agreement with CEINC is for the **DISTRICT** to provide financial resources to **COUNTY** to support their engagement and participation in the Humboldt Bay Sea Level Rise Adaptation Planning Project

Therefore **DISTRICT** and **COUNTY** jointly agree:

1. That **DISTRICT** and **COUNTY** will work together to implement the Humboldt Bay Sea Level Rise Adaptation Planning Project, as more thoroughly described in Attachment A: Scope of Work and Budget; and
2. That **DISTRICT** agrees to reimburse **COUNTY** up to \$10,000 for staff time devoted to the Humboldt Bay Sea Level Rise Adaptation Planning Project. **COUNTY** may invoice **DISTRICT** no more than monthly, or may request lump sum payment at the projects' conclusion. **DISTRICT** will pay invoices within 30 days of receipt.

AUTHORITY

DISTRICT and **COUNTY** agree that their respective employees, while participating in operations within the scope of this MOU, are not acting as officers or agents of the other party.

MUTUAL INDEMNIFICATION

DISTRICT and COUNTY waive any right to make a claim against the other for damage or injury, including costs, caused or resulting from negligence of the other, arising out of operations within the scope of this MOU.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

DISTRICT

COUNTY

By: _____ By: _____

Name: Jack Crider Name: _____

Title: Chief Executive Officer Title: _____

Date: _____ Date: _____

Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

ATTACHMENT A - SCOPE OF WORK AND BUDGET
FOR THE
MOU BETWEEN THE HUMBOLDT BAY HARBOR DISTRICT AND THE COUNTY OF HUMBOLDT

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Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

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Humboldt Bay Sea Level Rise Adaptation Planning Work Plan

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TOTAL			\$94,829.00