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

DATE: April 13, 2017
TIME: Executive Closed Session – 6:00 PM
        Regular Session – 7:00 PM
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 at least 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 Section 54957(b)(1) (Public Employee Performance Evaluation), 54956.9 (a) (Existing Litigation) and 54956.8 (Conference with Real Property Negotiators)

   1) Public Employee Performance Evaluation
      Title: Executive Director (Annual Evaluation and Contract renewal)

   2) Conference with legal counsel—Existing Litigation from National Audubon Society and California Waterfowl Association v. Humboldt Bay Harbor, Recreation and Conservation District, pending in Humboldt County Superior Court.

   3) Conference with Real Property Negotiators
      Agency Negotiator: Board President, Executive Director and District Counsel
      Under Negotiation:
      PG&E Fisherman’s Channel Agreement Amendment 1.

   4) Conference with Real Property Negotiators
      Agency Negotiator: Board President, Executive Director and District Counsel
      Pre-permitting subtidal lease agreement rates.

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 Closed 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.

7. Consent Calendar
8. Communications and Reports
   a. Executive Director Report
   b. Staff Reports
   c. District Counsel, District Planner and District Treasurer Reports
   d. Commissioner and Committee Reports
   e. Other

9. Non Agenda

10. Unfinished Business

11. New Business
   a. Preliminary Budget Presentation FY 2017/18
   b. Consideration of approval to Amendment 1 of PG&E Fisherman’s Channel Agreement.
   c. Consideration of approval for a 3 year extension of the PORTS agreement with HSU.
   d. Consideration of Resolution 2017-05. A resolution approving the application for and/or execution of grant funds from the California Natural Resources Agency for development of a program environmental impact report for Humboldt Bay sediment management.
   e. Consideration of approval of Permit to Charles Doby and Kim Class dba First Class to operate a Bed & Breakfast business from the salling vessel Obsession.
   f. Consideration of approval of Permit to Reef Twibell dba Humboldt Sportfishing to operate a charter service.
   g. Consideration of approval of Permit to Marc Schmidt dba Coastline Charters to operate a charter service.

12. Administrative and Emergency Permits

13. Adjournment
FIRST AMENDMENT TO AGREEMENT FOR DREDGING AND TRANSFER OF FISHERMAN’S CHANNEL

This First Amendment to Agreement For Dredging and Transfer of Fisherman’s Channel ("Amendment") dated April 13, 2017 for reference purposes is made and entered into by and between Pacific Gas and Electric Company (PG&E) and Humboldt Bay Harbor, Recreation and Conservation District (District). PG&E and the District are collectively referred to in this First Amendment as the Parties.

RECITALS

A. The Parties entered into that certain “Agreement for Dredging and Transfer of Fisherman’s Channel” (“Agreement”) with the effective date of March 6, 2014;

B. The Parties have diligently worked to complete their respective obligations under the Agreement;

C. The design of the dredging project, including the beneficial reuse component, and basis for acquisition of the necessary permits has been completed and the framework required for the development of future dredging permits in the Humboldt Bay have been established, significantly mitigating/minimizing the cost of those future dredging permits;

D. The conservation issues related to the protection/replacement of Eel Grass in the Fisherman’s Channel, and Humboldt Bay as a whole, requires significant cost and development time which was not anticipated by the Parties when the Agreement was entered; and

E. The Parties desire to address these ongoing issues so that the District can proceed with obtaining approval of an overall Eel Grass Mitigation Plan for Humboldt Bay and PG&E can complete its commitments to the District under the Agreement with respect to Fisherman’s Channel.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, mutual promise contained herein and other good and valuable consideration, the District and PG&E agree as follows:

1. In consideration of PG&E’s agreement to fund the District’s design, planning, implementation, and execution of a Pilot Eel Grass Project to support development of a Humboldt Bay Eel Grass Mitigation Plan, which benefits both the Fisherman’s Channel Dredging Project ("Channel Project") and future dredging projects to be performed by the District, the District hereby agrees to accept all responsibility for the performance and completion of the Channel Project and fully relieves and releases PG&E from all of its obligations set forth in Section 1 (Permitting) and Section 2 (Funding of Dredging and Repair Activities) of the Agreement, the Channel Project and the Pilot Eel Grass Project, in exchange for PG&E’s payment of representing the amount that the District’s environmental consultant has estimated to conduct the Pilot Eel Grass Project. This amount shall be delivered to the District within fifteen (15) days after the date last executed below and the District’s acceptance of the title transfer of Fisherman’s Channel as provided in Section 3 (Conveyance of the Subject Property) of the Agreement.

2. Except as herein modified and amended all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed by their respective representatives thereunto duly authorized.

Humboldt Bay Harbor, Recreation and Conservation District

BY: 
NAME: Jack Crider 
TITLE: Chief Executive Officer 
DATE: 

Pacific Gas and Electric Company

BY: 
NAME: Loren Sharp 
TITLE: Senior Director/HBPP Plant Manager 
DATE: 

First Amendment to:

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

This Agreement is made and entered into as of the 12th day of April 2011 by and between the Humboldt Bay Harbor, Recreation, and Conservation District, hereafter referred to as "DISTRICT" and Humboldt State University Foundation hereinafter referred to as "HSUF".

2. TERM

The term of this Agreement is for eight (8) years commencing September 9, 2011.

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

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

HSUF: Humboldt State University Foundation
P.O. Box 1185
Arcata, CA 95518-1185
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

HUMBOLDT STATE UNIVERSITY FOUNDATION

By ________________________ By ________________________

Richard Marks, President , Director
Humboldt Bay Harbor, Recreation and Conservation District
PO BOX 1030
Eureka, CA. 95502-1030
ATTN: Suzie Howser

RE: Fully Executed Agreement between Humboldt Bay Harbor, Recreation and Conservation District and Humboldt State University-Sponsored Programs Foundation

Dear Ms. Howser;

Enclosed is one copy of the Fully Executed Agreement between Humboldt Bay Harbor, Recreation and Conservation District and Humboldt State University-Sponsored Programs Foundation.

Should you have any questions, please don’t hesitate to contact me.

Regards;

Mary C. Thoen
Pre-award Specialist
707-826-5166
AGREEMENT
Between the
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION
DISTRICT
And the
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS
FOUNDATION
For the
HUMBOLDT BAY
PHYSICAL OCEANOGRAPHIC REAL TIME SYSTEM (HB PORTS®)
OPERATION AND MAINTENANCE SERVICES

This Agreement is made and entered into as of the 12 day of April 2012 by and
between the Humboldt Bay Harbor, Recreation, and Conservation District, hereafter
referred to as “DISTRICT” and Humboldt State University Sponsored Programs
Foundation hereinafter referred to as "HSUF".

THE PARTIES AGREE AS FOLLOWS:

1. BASIC SERVICES

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

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

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

2. TERM

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

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

3. COMPENSATION

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

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

The DISTRICT is obtaining funding for this Agreement through a separate Agreement with Chevron Products Company, a Division of Chevron U.S.A. Inc. If Chevron questions any billing or invoice, HSUF shall provide to DISTRICT and Chevron all reasonably requested additional information and documentation concerning the work or invoices, at no additional charge to DISTRICT. Payment to HSUF by DISTRICT for any billing or invoice is contingent upon approval for reimbursement to the District by Chevron.
Payments prior to satisfactory completion of all work required by the agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the Agreement, and provided, further, that the DISTRICT shall retain from HSUF's earnings for each period for which payment is made an amount equal to ten percent (10%) of such earnings, pending satisfactory completion of the Agreement.

4. **CORRECTION OF WORK**

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

5. **INDEMNIFICATION**

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

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

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

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

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

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

7. EMPLOYMENT PRACTICES

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

This project will involve HSUF divers in the maintenance of the PORTS instruments. Any aspect of the project involving HSUF divers must be approved by the Humboldt State University (HSU) Dive Safety Officer (DSO) and follow the protocol outlined in the HSU Dive Safety Manual. This requires use of only certified divers and the filing of an approved dive safety plan for each dive operation. HSUF shall be solely responsible for ensuring that any required approval is obtained and the applicable protocols are followed by HSUF divers.
Some aspects of this project may involve NOAA and/or Humboldt Harbor District divers. Each of these organizations has their own protocols regarding equipment operation and maintenance and diving, and each has their own Dive Safety Officers. Each of these organizations is required to follow their own protocols and operate independently of HSU/HSUF dive procedures.

8. CONFLICT OF INTEREST

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

9. COMPLIANCE WITH LOCAL LAWS

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

10. SUBCONTRACTING

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

11. TERMINATE/SUSPEND/EXTEND/AMEND AGREEMENT

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

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

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

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

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

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

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

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

By MIKE WILSON, President

HUMBOLDT STATE UNIVERSITY FOUNDATION

By STEVE KARP, Director
EXHIBIT A

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

I. THE HUMBOLDT BAY PORTS®

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

B. Current measurement stations at four locations: (1) Bar Channel Buoy #2 (buoy mount); (2) Channel Buoy #9 (buoy mount); (3) Fields Landing Channel Buoy #5 (buoy mount) and (4) Chevron Eureka Marine Terminal Dock. Each location includes an Acoustic Doppler Current Profiler (ADCP) to measure currents; electronic control box; a rechargeable battery; a solar panel or AC charger; and a telemetry system (radio/modem/antenna for telephone modem) mounted on a US Coast Guard Aid to Navigation (ATON) buoy.

C. An existing NOS National Water Level Observation Network (NWLon) station upgraded for PORTS® at North Spit (Station ID: 9418767). This station includes an air acoustic water level sensor with protective well, back up pressure-based water level sensor, Data Collection Platform (DCP) with a Geostationary Operational Environmental Satellite (GOES) transmitter, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna for telephone modem). This station also includes a meteorological package consisting of an anemometer, air/water temperature sensors, and barometric pressure sensor.

D. A centralized Voice Data Response System (VDRS) located at NOS Headquarters, Silver Spring, Maryland, with access provided via a toll-free number.

E. Spare current meter, clamperatus and measurement system components.

F. Additional data collection sites or sensors may be added to the HB PORTS® in the future as identified by amendments to this Agreement. HSUF divers will not actively participate with installation activities. Installation of HB PORTS® or new sensors will be observed by HSUF divers, when possible.
Maintenance must be conducted both at the system level and at the component level, at intervals that vary from bi-monthly to every two years. For reliable operation of the system with less than five percent down time, and to ensure dissemination of quality assured data, PORTS® must be maintained rigorously by personnel with the required expertise.

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

A. MANAGEMENT AND OPERATION

HSUF shall perform the following duties:

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

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

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

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

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

Bi-Monthly

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

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

Six Months

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

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

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

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

Biannual

Biannual maintenance of ADCPs will complement the annual maintenance activity. These activities will be completed to include replacing solar-charged batteries, returning the ADCPs to their manufacturer for refurbishment and/or upgrades. Wind sensor nose cones will be replaced. The wind sensor bearings shall be calibrated prior to being replaced. Every effort shall be made to minimize PORTS® down time. Repairs and replacements shall be made as may be necessary to ensure system reliability and data quality.
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**Key:** I-inspect  C-clean  S-service  R-replace
RESOLUTION NO. 2017-05

A RESOLUTION APPROVING THE APPLICATION FOR AND/OR EXECUTION
OF GRANT FUNDS FROM THE CALIFORNIA NATURAL RESOURCES
AGENCY FOR DEVELOPMENT OF A PROGRAM ENVIRONMENTAL IMPACT
REPORT FOR HUMBOLDT BAY SEDIMENT MANAGEMENT

WHEREAS, the Legislature of the State of California have provided funds for a
program that may include efforts to improve sediment management practices; and

WHEREAS, procedures and criteria established by the California Natural
Resources Agency require a resolution certifying the approval of application by the
potential grantees governing board either before submission of said application to
the State or prior to execution of the grant agreement; and

WHEREAS, the applicant/grantee, if selected, will enter into an agreement with
the State of California to carry out the project;

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

The Board of Commissioners of the Humboldt Bay Harbor, Recreation and
Conservation District:

1. Approves the filing of an application to the California Natural Resources
Agency for funding that would be used to develop a Program
Environmental Impact Report for sediment management in Humboldt Bay.
2. If applicable, certifies that said applicant/grantee will have sufficient funds
to operate and maintain the project consistent with the land tenure
requirements, or will secure the resources to do so.
3. Certifies that the project will comply with any laws and regulations
including, but not limited to, the California Environmental Quality Act, legal
requirements for building codes, health and safety codes, the California
Labor Code, disabled access laws, and, that prior to commencement of
the project, all applicable permits will have been obtained.
4. Certifies that the applicant/grantee will work towards the State Planning
Priorities intended to promote equity, strengthen the economy, protect the
environment, and promote public health and safety as included in
Government Code Section 65041.1.
5. Appoints the Executive Director, or designee, as agent to conduct all
negotiations, execute and submit all documents including, but not limited
to applications, agreements, amendments, payment requests and so on,
which may be necessary for the completion of the aforementioned project.
PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay Harbor, Recreation and Conservation District at a duly called meeting held on the 13th day of April 2017, by the following polled vote:

AYES:

NOES:

ABSENT:

__________________________
Richard Marks, President
Board of Commissioners

ATTEST:

__________________________
Patrick Higgins, Secretary
Board of Commissioners
CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2017-05 entitled,

A RESOLUTION APPROVING THE APPLICATION FOR AND/OR EXECUTION OF GRANT FUNDS FROM THE CALIFORNIA NATURAL RESOURCES AGENCY FOR DEVELOPMENT OF A PROGRAM ENVIRONMENTAL IMPACT REPORT FOR HUMBOLDT BAY SEDIMENT MANAGEMENT

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 13th day of April 2017; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of April 2017.

Patrick Higgins, Secretary
Board of Commissioners
Coastal Regional Sediment Management Plan
Eureka Littoral Cell

Humboldt Bay Implementation Support
Scope of Work

Introduction

The Eureka Littoral Cell extends from Trinidad Head to False Cape in northern California. The littoral cell includes seven watersheds and Humboldt Bay. In Humboldt Bay, the primary mechanism for sediment management is dredging. Shipping channels are dredged by the US Army Corps of Engineers. Smaller channels, docks and marinas are dredged by local and private entities. The draft Coastal Regional Sediment Management Plan for the Eureka Littoral Cell\(^1\) (CRSM Plan) describes the following objectives for beneficial uses of dredged sediments from Humboldt Bay:

1. Reduce shoreline erosion and coastal storm damage;
2. Provide for environmental restoration and protection;
3. Increase natural sediment supply to the coast;
4. Restore and preserve beaches.

There are many opportunities to meet these objectives using dredged sediments from the bay. However, there are logistical and environmental challenges involved with moving sediments to the necessary locations at the correct times. The proposed project would help address these challenges for Humboldt Bay’s locally managed dredge sites (i.e., smaller channels, docks and marinas that are outside of shipping channels).

There is not currently a comprehensive plan for dredging within Humboldt Bay’s locally managed sites. Separate dredging plans are developed prior to each dredging event. During development of dredging plans, there is often controversy about locations to dewater, process and beneficially use sediments. This controversy is at least partially due to uncertainty and confusion regarding the environmental effects of dredging project alternatives. We propose to develop a Program Environmental Impact Report (PEIR) for dredging of locally maintained sites. The PEIR would guide implementation of the CRSM Plan for locally managed sites and steer sediment management towards achievement of the four objectives listed above. Because future regulatory documents would utilize or tier off information in the PEIR, the PEIR would also increase efficiency and predictability of future dredge permitting. The Humboldt Bay Harbor, Recreation and Conservation District (Harbor District) would be the lead California Environmental Quality Act (CEQA) agency for the PEIR. The scope of work, budget and schedule for developing the PEIR is described below.

Proposed Scope of Work

The PEIR would be written at a “program” not “project” level of detail. The document would contain enough detail so that it is beneficial for project implementation, including planning and permitting, but general enough to consider the broad range of scenarios that will be encountered.

Task 1. Develop Project Description

The project description would describe a long-term program for dredging, pumping, dewatering, processing, stockpiling and beneficially using dredged sediments from locally maintained sites. Some beneficial use sites may be appropriate for direct pumping from dredge sites. For example, in north Humboldt Bay sediments have been pumped to Samoa Beach to increase sediment supply. Additionally, in south Humboldt Bay, the Salmon Creek Unit of the Humboldt Bay National Wildlife Refuge can receive dredged sediments to support habitat restoration. Other potential beneficial use sites are too far from dredge sites for direct pumping. For example, on the north shore of Humboldt Bay and in Mad River Slough, sediments could be used for habitat restoration and sea level rise protection, but pumping distances from dredge sites are too far. In these cases, and in circumstances when there is not a beneficial use immediately available, dewatering, processing and stock-pilling sites are required. In north Humboldt Bay, Redwood Terminal 2, which is a former pulp mill site being repurposed by the Harbor District, is a potential location for this. Additionally, the sites known as the “Superbowl Site” and “LP Site” (or “Samoa Lagoons”) have been used for dewatering and stockpiling in the past and could be re-opened for use. Both of these sites are on the Samoa peninsula. In south Humboldt Bay, the Harbor District’s Fields Landing property has potential for sediment dewatering, processing and stockpiling. Another alternative that would be explored in the PEIR is to pump dredge material a quarter mile offshore or through the Harbor District’s one mile long ocean outfall pipe. To inform the project description, two meetings would be held with entities conducting dredging in the bay and other interested stakeholders.

Deliverables
- Summaries of key outcomes from two stakeholder meetings.
- Draft and final project description.

Task 2. Environmental Analysis and PEIR Development

Development of a CEQA Initial Study is not proposed, because it has already been determined that a PEIR is the appropriate CEQA document. Development of the PEIR would involve the following steps:

1. Develop and distribute a Notice of Preparation for public comments.
2. Hold a public scoping meeting.
3. Develop the Draft PEIR, including analysis of all CEQA environmental categories.
4. Conduct consultation with Humboldt Bay area tribes.
5. File Notice of Completion and circulate Draft PEIR for public review.
6. Hold up to two public meetings to receive input on the Draft PEIR.
7. Prepare Final PEIR, Mitigation Monitoring and Reporting Program (MMRP) and response to comments.
9. Prepare and file notice of determination with County Clerk.
Deliverables

- Notice of Preparation.
- Notes from public scoping meeting.
- Draft PEIR.
- Notice of Completion.
- Notes from up to two public meetings.
- Final PEIR with response to comments.
- MMRP.
- Notice of Determination.

Task 3. Final Meeting

A final meeting would be held with entities conducting dredging in the bay and interested stakeholders. At this meeting, the final project description and environmental analysis would be reviewed and next steps for implementation would be identified.

Deliverables

- Notes from final meeting including a discussion of next steps for implementation.

Budget and Schedule

The Project’s estimated costs are presented in Table 1. Project management costs and direct expenses are included in the cost estimates for each task. The estimated task and funding disbursement schedules are shown in Figure 1.

Table 1. Estimated costs for development of the PEIR.

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Cost</th>
</tr>
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<tbody>
<tr>
<td>1. Develop Project Description</td>
<td>$50,000</td>
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<tr>
<td>2. Environmental Analysis and PEIR Development</td>
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<td>3. Final Meeting</td>
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<tr>
<td>Sub-Total</td>
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<td>Harbor District Support (Match)¹</td>
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<tr>
<td><strong>Total Cost</strong></td>
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¹The Harbor District is developing plans and regulatory approvals for dredging Humboldt Bay in 2017 and 2018. The information from this effort will inform the PEIR and the long-term dredging program. Additionally, as the CEQA lead agency, the Harbor District will participate in PEIR development. This will include drafting and reviewing PEIR text, participating in Project meetings, circulating the PEIR for public and agency review, and conducting Harbor District Commission hearings for PEIR approval.
<table>
<thead>
<tr>
<th>Task 1. Develop Project Description</th>
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</thead>
<tbody>
<tr>
<td>- Stakeholder Meetings</td>
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<td>- Draft Project Description</td>
</tr>
<tr>
<td>- Final Project Description</td>
</tr>
<tr>
<td>Task 2. Environmental Analysis and PEIR Development</td>
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<tr>
<td>- Notice of Preparation</td>
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<td>- Scoping Meeting</td>
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<td>- Draft PEIR</td>
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<td>- Consultation with Tribes</td>
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<td>- Draft PEIR Public Review</td>
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<td>- Public Meetings</td>
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<td>- Final PEIR, MMRP and Response to Comments</td>
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<td>- Notice of Determination</td>
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<td>Task 3. Final Meeting</td>
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<table>
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<tr>
<th>Approximate Disbursement</th>
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<td>$10,000</td>
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</tr>
</tbody>
</table>

**Figure 1. Estimated project and disbursement schedule for development of the PEIR.**
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO OPERATE A BED AND BREAKFAST BUSINESS

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

PERMITTEE:
R. Charles (Doby) and Kim Class
dba First Class
1578 10th Street
Arcata, CA 95521

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 R. Charles (Doby) and Kim Class, dba FIRST CLASS hereinafter referred to as "R. Charles (Doby) and Kim Class."

WHEREAS, R. Charles (Doby) and Kim Class will be the Lessees of Slip Number 01, Float G, at the Woodley Island Marina for the sailing vessel OBSESSION, 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 25, 2017 R. Charles (Doby) and Kim Class made a written application to renew their Permit and Agreement to operate the Bed and Breakfast business First Class on the sailing vessel OBSESSION moored at Slip Number 01 Float G 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.

2017FIRST CLASS Page 1 of 7
AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of R. Charles (Doby) and Kim Class:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit R. Charles (Doby) and Kim Class, to operate the business **First Class** for the purpose of a Bed and Breakfast at the Woodley Island Marina. The Bed and Breakfast shall consist primarily of overnight accommodations and may include sailing excursions. 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 R. Charles (Doby) and Kim Class operates the business of a Bed and Breakasts from the Woodley Island Marina.

2. The term of this Permit and Agreement shall be for one (1) year commencing April 13, 2017 and terminating on April 30, 2018. District or R. Charles (Doby) and Kim Class 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 R. Charles (Doby) and Kim Class with or without cause or reason by giving R. Charles (Doby) and Kim Class sixty (60) days written notice of termination and R. Charles (Doby) and Kim Class 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 R. Charles (Doby) and Kim Class, at 1578 10th Street, Arcata, CA 95521.

In the event R. Charles (Doby) and Kim Class are 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 R. Charles (Doby) and Kim Class's Berthing Permit is terminated pursuant to
said Agreement, this Permit and Agreement to operate a *Bed and Breakfast* shall terminate forthwith on the date of termination of **R. Charles (Doby) and Kim Class**'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 **R. Charles (Doby) Class and Kim Class** 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", **R. Charles (Doby) and Kim Class** 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: April 13, 2017, **R. Charles (Doby) and Kim Class** shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering **R. Charles (Doby) and Kim Class** pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring **R. Charles (Doby) and Kim Class** 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 April 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 the Paragraph 4 is cancelled or terminated, **R. Charles (Doby) and Kim Class** shall forthwith cease and stop their **FIRST CLASS** 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. **R. Charles (Doby) and Kim Class** shall, prior to commencing operation of *FIRST CLASS*, obtain any and all necessary permits and licenses, if applicable, including but not limited to City of Eureka business license and United States Coast Guard vessel inspection. A United States Coast Guard inspection shall be conducted annually.

6. **R. Charles (Doby) and Kim Class** 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 **R. Charles (Doby) and Kim Class**, and **R. Charles (Doby) and Kim Class** 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, **R. Charles (Doby) and Kim Class** agrees to hold harmless, indemnify, and hold District non-responsible for any of **R. Charles (Doby) and Kim Class**’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. **R. Charles (Doby) and Kim Class** 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. **R. Charles (Doby) and Kim Class** 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 waste, 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 waste, 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. **R. Charles (Doby) and Kim Class** may place a sign on the vessel the size of which must be approved by the District’s Executive Director. **R. Charles (Doby) and Kim Class** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director 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 **R. Charles (Doby) and Kim Class** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **R. Charles (Doby) and Kim Class** 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. **R. Charles (Doby) and Kim Class** is hereby notified by the District that this Permit and Agreement to Operate **FIRST CLASS** 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 **R. Charles (Doby) and Kim Class** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **R. Charles (Doby) and Kim Class** agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **R. Charles (Doby) and Kim Class** may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate a Bed and Breakfast in conjunction with the Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. **R. Charles (Doby) and Kim Class** 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. **R. Charles (Doby) and Kim Class** 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, _______________, 2017, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

__________________________________
RICHARD MARKS, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION,
AND CONSERVATION DISTRICT

R. Charles (Doby) and Kim Class, dba, First Class, as Permittees in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _________________, 2017

By__________________________________
R. Charles (Doby) Class, Owner
FIRST CLASS

Dated: _________________, 2017

By__________________________________
Kim Class, Owner
FIRST CLASS
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:
Reef Twibell
dba Humboldt Sportfishing
1627 Charles Avenue
Arcata, CA 95521

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 REEF TWIBELL an individual, dba HUMBOLDT SPORTFISHING hereinafter referred to as "Reef Twibell."

WHEREAS, Reef Twibell will be the Lessee of Slip Number 09, 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 20, 2017 Reef Twibell made written request to operate the business Humboldt Sportfishing on a vessel moored at Slip Number 09, 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 Reef Twibell:
THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit Reef Twibell, an individual, to operate the business Humboldt 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 Reef Twibell operates the business of charter services from the Woodley Island Marina.

2. The term of this Permit and Agreement shall be for three (3) years commencing May 01, 2017 and terminating on April 30, 2010. District or Reef Twibell 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 Reef Twibell with or without cause or reason by giving Reef Twibell sixty (60) days written notice of termination and Reef Twibell shall terminate his 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 Reef Twibell, at 1627 Charles Avenue, Arcata, CA 95521. In the event Reef Twibell 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 Reef Twibell'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 Reef Twibell'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 Reef Twibell 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", Reef Twibell 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 01, 2017, Reef Twibell shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering Reef Twibell pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring Reef Twibell from liability for bodily injury, death, or property damage as a result of his 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, Reef Twibell shall forthwith cease and stop his Humboldt 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. Reef Twibell shall, prior to commencing operation of Humboldt 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. Reef Twibell 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 Reef Twibell and Reef Twibell 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, Reef Twibell agrees to hold harmless, indemnify, and hold District non-responsible for any of Reef Twibell’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. Reef Twibell at all times shall comply and shall obtain compliance of Lessee’s 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. Reef Twibell 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. **Reef Twibell** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Reef Twibell** may place a directional sign for incoming traffic onto Woodley Island Marina in an area approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director 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 **Reef Twibell** without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by **Reef Twibell** 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. **Reef Twibell** is hereby notified by the District that this Permit and Agreement to Operate **Humboldt 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 **Reef Twibell** and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. **Reef Twibell** agrees and acknowledges that he has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that **Reef Twibell** 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 vessels for Woodley Island Marina. **Reef Twibell** hereby acknowledges that he has actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. **Reef Twibell** agrees to and shall pay all possessory interest taxes levied by any governmental agency by reason of this Permit and Agreement and his Berthing Permit and Rental Agreement for his vessel, for Woodley Island Marina.

**EXECUTED on, __________________, 2017, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.**

---

**RICHARD MARKS, President**  
Board of Commissioners  
HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

---

**Reef Twibell, an individual, dba, Humboldt Sportfishing**, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: __________________, 2017  
By: ____________________________  
**REEF TWIBELL, Owner**  
**Humboldt Sportfishing**
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:
Marc Schmidt
dba Coastline Charters
2173 Ridgewood Drive
Eureka, CA 95503

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 MARC SCHMIDT dba COASTLINE CHARTERS hereinafter referred to as "Marc Schmidt."

WHEREAS, Marc Schmidt will be the Lessee of Slip Number 12, Float D, at the Woodley Island Marina for vessel a vessel, pursuant to a Berthing Permit and Rental Agreement for the Woodley Island Marina; and

WHEREAS, on or about March 27, 2017, Marc Schmidt made a written request to renew the Permit and Agreement to operate the business Coastline Charters on a vessel to be moored at Slip Number 12, 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 Marc Schmidt:

2017 Coastline Charters
Page 1 of 6
THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit Marc Schmidt, to operate the business Coastline Charters 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 Marc Schmidt operates the business of charter services from the Woodley Island Marina.

2. The term of this Permit and Agreement shall be for one (1) year commencing May 01, 2017 and terminating on April 30, 2018. District or Marc Schmidt 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 Marc Schmidt with or without cause or reason by giving Marc Schmidt sixty (60) days written notice of termination and Marc Schmidt 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 Marc Schmidt, at 2173 Ridgewood Drive, Eureka, CA 95503. In the event Marc Schmidt is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, and Marc Schmidt'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 Marc Schmidt'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 Marc Schmidt to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, Marc Schmidt 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 01, 2017, Marc Schmidt shall purchase and maintain throughout the term of the Permit and Agreement Commercial General Liability insurance covering Marc Schmidt pursuant to the terms of this Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring Marc Schmidt 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 the Paragraph 4 is cancelled or terminated, Marc Schmidt shall forthwith cease and stop their Coastline Charter 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. Marc Schmidt shall, prior to commencing operation of Coastline Charters, 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. Marc Schmidt 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 Marc
Schmidt, and Marc Schmidt 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, Marc Schmidt agrees to hold harmless, indemnify, and hold District non-responsible for any of Marc Schmidt'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. **Marc Schmidt** 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. **Marc Schmidt** 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 waste, 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. **Marc Schmidt** may place a sign on the vessel the size of which must be approved by the District's Executive Director. **Marc Schmidt** may place a directional sign for incoming traffic onto Woodley Island Marina in an area
approved by the Executive Director. Type and size of all signs are to be approved by the Executive Director 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 Marc Schmidt without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by Marc Schmidt 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. Marc Schmidt is hereby notified by the District that this Permit and Agreement to Operate Coastline Charters 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 Marc Schmidt and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. Marc Schmidt agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code and that Marc Schmidt 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 a Berthing Permit and Rental Agreement for the vessel for Woodley Island Marina. Marc Schmidt hereby acknowledges
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. **Marc Schmidt** 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, ________________________________, 2017, by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.**

______________________________
RICHARD MARKS, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

**Marc Schmidt, dba Coastline Charters**, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: ______________________________, 2017

By

______________________________
MARC SCHMIDT, Owner
Coastline Charters

2017 Coastline Charters
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