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

DATE: September 10, 2015
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 Sections 54957(b)(1) (Public Employee Performance Evaluation) and 54956.8 (Conference with Real Property Negotiators):

   1. Public Employee Performance Evaluation
      Executive Director
   
   2. Conference with Real Property Negotiators
      Agency Negotiators: Board President, Executive Director and District Counsel
      Under Negotiation:
      Coast Seafoods Company Tideland Lease
   
   3. Conference with Real Property Negotiators
      Agency Negotiators: Board President, Executive Director and District Counsel
      Under Negotiation:
      Sven Kahle and GM Gabrych Family LP

2. **Adjourn Executive Closed Session**

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

4. **Pledge of Allegiance**

5. **Report on Executive Session**

6. **Public Comment**

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

7. **Consent Calendar**

   a. Consideration of approval of minutes from April 9, 2015 Regular Board Meeting.
   
   b. Consideration of one-year extension of Permit 14-04 to Sierra Pacific Industries for the Sierra Pacific Dock Maintenance Dredging project.
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. Consideration of Coast Seafoods Company Amended and Restated Tide and Submerged Land Lease.
   b. Consideration of modifying the agreement with Redwood Community Action Agency (RCAA) to allow RCAA to continue serving as Spartina densiflora Eradication Project Coordinator by extending the agreement until September 10, 2017 and increasing the agreement's budget by $167,500.
   c. Consideration of contract with Harbor District Executive Director Jack Crider.
   d. Consideration of approval of pay schedule for Harbor District personnel.
   e. Discussion of draft terminal tariff.

12. Administrative and Emergency Permits

13. Adjournment
MINUTES (Subject to Approval)
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOUR, RECREATION AND CONSERVATION DISTRICT

April 9, 2015

PRESENT:
Commissioner Newman
Commissioner Dale
Commissioner Marks
Commissioner Wilson
Commissioner Higgins

President Marks called the Executive Closed Session to order at 6:00 p.m.

President Marks adjourned the Executive Closed Session at 6:53 p.m.

President Marks called the regular meeting of the Board of Commissioners to order at 7:00 p.m.

Commissioner Wilson led those present in the Pledge of Allegiance.

District Counsel reported on the Executive Closed Session as follows: Status of Conference with Real Property Negotiators for the Sale of Turbine/Generator at Redwood Terminal 2 property and Amendment of Option Agreement with Freshwater Tissue— No action taken. Threatened Litigation – USEPA Settlement Agreement – No action taken.

PUBLIC COMMENT: None

CONSENT CALENDAR: None

COMMUNICATIONS AND REPORTS

EXECUTIVE DIRECTOR’S REPORT:

- Redwood Terminal 2 Clean Up: Steve Calanog, USEPA, reported since last fall’s accident when a contracted crew member fell into one of the tanks and was injured, the safety programs for this clean-up project were evaluated and revised prior to resuming work last week. Tank demolition is continuing. Sludge is being treated for solidification and removal. To date, 31 trucks of treated corrosive sludge (approximately 600 tons) has been removed. Pipeline removals continue and a 55-ton crane was brought in to remove steel tank pieces. President Marks asked if the concrete tanks were going to be left on the property. Mr. Calanog said the removal is a budget issue and USEPA wants to make sure the project is done correctly. The tanks are empty, but there is residual corrosives to clean on the inside of the tanks.
- A RFP is being distributed for a feasibility study for the uses of Redwood Terminal 2 water treatment and outfall pipe. A Community Development Block Grant will be used to pay for the study. An EDA grant for $300,000 will be obtained for the design and engineering on the feasibility use.
- The costs to repair the sewer line for HSU’s Aquatic Center ($10,000) and to pump the holding tank to keep the Café Marina open ($4,000) have been sent to the City of Eureka and HSU.
- Café Marina submitted their letter of approval for the fish market on Woodley Island.

STAFF REPORTS

Deputy Director
- Responses have been received on the Mariculture Pre-Permitting Project Environmental Impact Report
- Design and Permitting stage for King Salmon Dredging and Beneficial Reuse Project
- Eelgrass Management Plan Funding and RFP
- Attended California Shellfish Initiative Meeting
- Assessing Bay Habitat Restoration/Mitigation Options (Debris Removal and Restoration of Former Tidelands)
- Updated Sea Level Rise Web-Page.
Director of Harbor Operations:

- Working on lease renewal for USCG Cutter Barracuda, office, storage, moorage and parking.
- Annual inspection of the US Army Corps of Engineers office
- Listing boats for sale at Fields Landing Boat Yard.
- Draft Leases for Athena Green, Stone Cold Chillin, and the Hagfish Operation at Berth 1
- King Salmon Breakwater wall inspection with Deputy Director and Director of Facility Maintenance, preliminary work for repairs.
- Bruce Connor, Cruise Director—Reports Given to City Council and County Board of Supervisors

Director of Facility Maintenance:

- D-dock end tie replacement next week.
- Redwood Marine Terminal Berth 1 power and seawater supply possibilities.
- PG&E run from water tank storage to District properties on Samoa waterfront.
- Water main run to Redwood Marine Terminal 2 warehouses 1, 2 and 3 using 4" poly pipe provided by USEPA (2,000' of pipe).

Director of Administrative Services:

- With the addition of another Bookkeeper, staff has worked diligently to get caught up on monthly financials.
- March 2015 unaudited financials to the Board on April 23
- Budget:
  - April 23 – Budget workshop
  - Additional special meeting?
  - Schedule to be set for adoption of preliminary budget, public hearing after the 30 day comment period, 1st reading and 2nd reading and adoption – prior to July 1

District Planner:

- Has been helping with grant-funding on the various District projects.
- Fisherman Channel Pilot Project – preliminary review of grant competitiveness.

COMMISSIONER AND COMMITTEE REPORTS:

Commissioner Newman:

- Will attend tomorrow’s Pacific Fishery Management Council meeting Rohnert Park.
- Participated on the cold storage committee meeting
- Exciting to see the pulp mill cleaned up.

Commissioner Dale:

- Attended a meeting in Ketchikan last week on shellfish food safety.
- Said the District should support the Wiyot Tribe’s petition to the City for transfer of ownership of Indian Island.
- Has been looking at bay sites for mitigation potential.

Commissioner Marks:

- Met with former District CEO Jack Alderson and current Executive Director regarding King Salmon. Saddened that the plans for the softball fields never happened, nor did the Robinson Crusoee theme park and hotel.
- As the Chair of the NCRA Trails ad hoc committee, he has been dealing with billboards, abandoned rail cars and feral cats.
- As Director of California Cannabis Voice Humboldt, he met with the Board of Equalization when they were here looking at ways to tax cannabis.
Commissioner Wilson:
- Met with Commissioner Dale and Deputy Director regarding mitigation sites.
- Abalone growers in Ventura are looking at Humboldt Bay's Mariculture Pre-Permitting Project for potential in the open ocean.
- Met with District Planner regarding Woodley Island land use updates.

Commissioner Higgins:
- Mariculture Pre-Permitting Project – exciting prospects.
- Salmon season is open in Shelter Cove.

OTHER: Samoa Pellets Update – Postponed.

NON AGENDA: None

UNFINISHED BUSINESS: None

NEW BUSINESS

A. CONSIDERATION OF EXCLUSIVE RIGHT TO NEGOTIATE WITH HUMBOLDT WHOLESALE FOR REDWOOD TERMINAL 2 WAREHOUSE.

Steve Geider told the Board Humboldt Wholesale has been distributing gardening supplies for House & Garden Nutrients for eight years to 1,000 retail stores. House and Garden Markets in Europe, Canada, Australia and United States. There will be some light industrial blending and bottling. A mixologist has been hired to mix the nutrients. The nutrients create no aromas, gasses, fumes or by-products.

Mr. Geider spoke about the process and the facility, which was disassembled in Holland and shipped to the U.S.

COMMISSIONER HIGGINS MOVED FOR THE APPROVAL OF EXCLUSIVE RIGHT TO NEGOTIATE WITH HUMBOLDT WHOLESALE FOR REDWOOD TERMINAL 2 WAREHOUSE. COMMISSIONER WILSON SECONDED.

District Counsel stated the ERTN is the standard District form, 120 days, $5,000 deposit. In the interim, a long term lease will be explored. Humboldt Wholesale is not interested in using the entire warehouse; the District will continue to market the remaining area. A short term lease is also an option to accommodate the heavy equipment as long as applicable permits are acquired.

Commissioner Newman said he is enthusiastic about the project.

Commissioner Higgins said as a public entity there is much risk, but there is zero risk to the bay and its resources. He said there should be a full court press on the California Coastal Commission to encourage them to grant permits.

Commissioner Wilson said he is cautiously optimistic to get through the process and is glad staff is up to the challenge. The assets need to be used or the infrastructure will be lost.

MOTION CARRIED WITHOUT DISSENT.

B. CONSIDERATION OF POTENTIAL TENANTS FOR MARICULTURE PRE-PERMITTING PROJECT.

Executive Director reported 13 responses were received. At their first meeting, the committee reviewed the responses and requested additional information. Ranking and selections were made at the second committee meeting. District staff conducted interviews in January and February and selections were made based on ranking, operational needs, the interview and money.
The next steps will be for the Board to approve the selections and draft leases based on permit requirements, operations, insurance, bonding and credit checks. A wild card remains — private ownership claims of the leased areas. State Lands and Kelly-O’Hern surveys are helping to alleviate questions.

Deputy Director said the District is still in the permitting process, which is subject to change, and will be concurrent with leasing. Lessees understand the lease terms may change due to changes during permitting.

COMMISSIONER HIGGINS MOVED FOR THE APPROVAL OF POTENTIAL TENANTS FOR MARICULTURE PRE-PERMITTING PROJECT AS RECOMMENDED BY THE COMMITTEE. COMMISSIONER NEWMAN SECONDED.

Commissioner Dale recused himself and left the room.

Sebastian Elrite said he is glad the Board and staff took charge with pending lessees and are working concurrently with permitting and leasing. He is excited to be a part of the project.

MOTION CARRIED WITHOUT DISSENT.

C. DISCUSSION OF EUREKA’S GENERAL PLAN UPDATE PROCESS AND WOODLEY ISLAND LAND USE DESIGNATION RECOMMENDATIONS.

Executive Director presented a proposed letter to the City of Eureka to the Board for their consideration regarding land use designations for Woodley Island.

District Planner said City of Eureka is reviewing opportunities for Land Use Designations changes throughout as part of the General Plan Update process and sent out a letter notifying landowners that Land Use change requests are being accepted through April 17. The City will consider all landowner requests. There will be many input opportunities as it is still early in the City’s process — outreach is scheduled for each task.

The General Plan Update includes the following: Planning Context – defining existing conditions, objectives, priority issues; Identifying Desired Achievements – vision statement, preferred Land Use Plan; Draft Documents – General Plan, LCP Land Use Plan, Climate Action Plan; Environmental Impact Analysis – Programmatic EIR; and Finalize & Adopt the plan & environmental documents.

Waterfront Commercial Zoning provides for a variety of primary commercial uses to promote coastal-related establishments catering to visitors, including markets, boat landings, fishing-related activities, restaurants, and tourist accommodations. Multiple-unit residential uses and ancillary offices are permitted on the upper floors of multi-story buildings.

Commissioner Wilson said the Waterfront Commercial Zoning provides the most flexibility for future building to derive public serving opportunities. He asked if there was any threat to commercial fishing with this type of zoning. District Planner responded this concern will be included in the District’s letter to the City.

COMMISSIONER HIGGINS MOVED FOR THE APPROVAL OF THE LETTER TO INCLUDE COMMISSIONER WILSON’S CONCERNS FOR THE LOCAL COMMERCIAL FISHING INDUSTRY. COMMISSIONER DALE SECONDED.

Jennifer Kalt, cautioned the Board against maligning the California Coastal Commission publicly.

MOTION CARRIED WITHOUT DISSENT.
D. CONSIDERATION OF AMENDMENT TO FRESHWATER TISSUE COMPANY’S OPTION AGREEMENT.

Executive Director reported the Option Agreement was approved in June 2014 to purchase parcels B & C. The District paid $320,000 for a 2-year agreement fully refundable if the District doesn’t exercise the option. Parcels B & C appraised for $2.9 million, Buildings valued at 60%, but difficult to lease due to their location. Freshwater Tissue Company exercised their option to retain parcel C for an energy log project. The District is not interested in the buildings and remaining parcel configuration. The most valuable property to Parcel A is 16.5 acres of tarmac adjacent to Humboldt Bay with north access road and was recently appraised by Advanced Appraisal International at $600,000. Freshwater is willing to sell for $594,000 including costs of lot-line adjustment. The Amendment to the Option Agreement adds $274,000 to $320,000 into escrow. Closing will be after the lot-line adjustment is completed and title is cleared.

Executive Director told the Board Staff recommends moving ahead with the amendment to purchase the 16.5 acres for an additional $274,000.

COMMISSIONER NEWMAN MOVED TO APPROVE THE AMENDMENT TO FRESHWATER TISSUE COMPANY’S OPTION AGREEMENT TO PURCHASE 16.5 ACRES FOR $274,000. COMMISSIONER HIGGINS SECONDED.

Commissioner Wilson asked if the District would then own the ditch in the property. Executive Director said a survey would be necessary.

Commissioner Higgins said the ability for storage adjacent to the dock is an asset in the long run.

MOTION CARRIED WITHOUT DISSENT.

E. CONSIDERATION OF PURCHASE AGREEMENT WITH CRESCENT PARTNERS FOR TURBINE/GENERATOR.

COMMISSIONER HIGGINS MOVED FOR THE APPROVAL OF PURCHASE AGREEMENT WITH CRESCENT PARTNERS FOR TURBINE/GENERATOR. COMMISSIONER DALE SECONDED.

Executive Director reported the proposed purchaser is Crescent Partners for a price of $350,000. The terms are: $10,000 upon signing, $40,000 within 30 days and the balance after the rotor inspection. The purchase includes the GE Steam Turbine Generating Unit and the ancillary equipment in building. Buyer accepts all costs of removal.

MOTION CARRIED WITHOUT DISSENT.

F. CONSIDERATION OF DISTRIBUTION OF A REQUEST FOR PROPOSAL FOR DEVELOPMENT OF HUMBOLDT BAY EELGRASS MANAGEMENT PLAN.

Deputy Director reported the District is partnering with the Wiyot Tribe, SeaGrant, California Department of Fish and Wildlife, Coastal Commission, Coastal Conservancy, National Marine Fisheries Service, and Army Corps of Engineers to develop a plan to promote the conservation of eelgrass and the ecosystem and wetland functions that eelgrass provides, allow predictable and coordinated processing of regulatory approvals and uses a bay wide approach for avoiding, minimizing and mitigating impacts of different activities on eelgrass.
Deputy Director said staff is seeking funding from the various partners and others concurrently with the RFP circulation.

COMMISSIONER WILSON MOVED FOR THE APPROVAL OF DISTRIBUTION OF A REQUEST FOR PROPOSAL FOR DEVELOPMENT OF HUMBOLDT BAY EELGRASS MANAGEMENT PLAN. COMMISSIONER DALE SECONDED. MOTION CARRIED WITHOUT DISSENT.

The Regular Meeting of the Board of Commissioners adjourned at 8:45 p.m.

APPROVED BY:RECORDERD BY:

__________________________  ______________________________
Greg Dale  Patricia Tyson
Secretary  Director of Administrative Services
August 26, 2015

Mr. Adam Wagschal
Deputy Director
Humboldt Bay Harbor, Recreation and Conservation District
P.O. Box 1030
Eureka, California 95502-1030

Re: Dredging Permit Extension
Sierra Pacific Industries
Resolution No. 2014-12

Mr. Wagschal:

On behalf of Sierra Pacific Industries, a one-year extension of the dredging permit issued as Resolution No. 2014-12 is requested. Per condition 8, the current permit is set to be terminated on September 25, 2015.

Should you have any questions or require additional information, please contact this office.

Sincerely,

[Signature]

Corey Matson
R.C.E. 75416

cc: File 03-900
COAST SEAFOODS COMPANY
AMENDED AND RESTATED TIDE AND SUBMERGED LAND LEASE

This Lease is made and entered into as of the ___ day of ___________, 2015, by and between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT (hereinafter referred to as “Lessor”), a California public entity acting pursuant to Harbors and Navigation Code Appendix II, and COAST SEAFOODS COMPANY, a Washington corporation (hereinafter referred to as “Lessee”).

Recitals

A. Lessor and Coast Oyster Company entered into a Lease of Water Bottoms for Aquaculture dated January 13, 1983 (the “Original Lease”). The Original Lease was amended by Lessor and Coast Oyster Company in a Lease Renewal Endorsement and First Amendment to Lease for Water Bottoms for Aquaculture, dated November 12, 1987.

B. Coast Oyster Company assigned its interest in the amended original lease to Lessee on May 6, 1992. Lessor and Lessee later executed two additional amendments to the Original Lease, a Lease Renewal Endorsement and Second Amendment to Lease for Water Bottoms for Aquaculture, dated August 27, 1992, and Renewal of Lease and Third Amendment to Lease of Water Bottoms for Aquaculture, dated June 22, 1995 (the “Third Lease Amendment”).

C. Pursuant to the Third Lease Amendment, Lessee exercised two options to extend the term of the Lease. The final Lease extension expires on September 7, 2015.

D. Lessor and Lessee wish to amend and restate in its entirety the Tide and Submerged Lands Lease (“Lease”) pursuant to the terms stated herein.

1. Description of Lease Premises

1.1 Lessor hereby leases to Lessee and Lessee leases from Lessor, on the terms, covenants and conditions set forth herein, those certain tideland and submerged lands located in Humboldt County, California, and more particularly described in Exhibit A attached hereto and shown generally on Exhibit B attached hereto, hereinafter referred to as the “Lease Premises,” containing approximately 1,453 acres.

2. Term

2.1 The original term of this Lease shall commence as of _____________, 2015 (the “Commencement Date”), and end on _____________, 2025, unless sooner terminated pursuant to any provision hereof. This lease is subject to the California Environmental Quality Act (CEQA), and conditional upon compliance with the CEQA process. This Lease is further conditioned upon Lessee obtaining the necessary permits and authorizations from other agencies, including but not limited to the California Coastal Commission and U.S. Army Corps of Engineers.
2.2 Should the Lease Premises become impaired as a shellfish growing area as evidenced by the loss of or the imposition of a limitation on the ability to grow shellfish based upon a determination by the California Department of Food and Agriculture, California Department of Public Health (“CA DPH”), California Department of Fish and Wildlife (“CA DFW”), California Fish and Game Commission (“CA FGC”), or any other state or federal agency with such regulatory authority that the Lease Premises are not suitable for shellfish cultivation, harvesting, or growing, and, further, should such determination result from actions or agencies beyond the control of Lessee, the obligations of the parties under this Lease shall be subject to termination at the option of the Lessee, upon thirty (30) days’ written notice to Lessor, without any additional payment of rent or other penalty or remedy permitted pursuant to Section 11.

3. **Option to Renew**

3.1 **Option:** Lessee is hereby granted four (4) options to extend this Lease for a term of five (5) years from and after the expiration of the original term or upon the expiration of any extensions exercised pursuant to this Section 3, upon the same terms and conditions of the original Lease.

3.2 **Lessee's Exercise of Option:** To exercise the option to renew, Lessee shall give written notice to Lessor of Lessee’s exercise of the option no later than twelve (12) months prior to the expiration of the original Lease term.

3.3 **Extension Subject to Terms of Lease:** The extension of this Lease for any of the five (5) year renewal periods is subject to all covenants, terms, conditions, reservations, restrictions, time limitations, and other provisions of this Lease, including all applicable rental amounts provided in Section 4. If Lessee is in material breach of this Agreement as defined in Section 11, at the time of exercising the option to renew or at the commencement of the extended term, Lessee’s right to exercise the option to renew shall be waived and forfeited and the Lease shall terminate as of the termination date of the original term or any extended term, and Lessee shall no longer have the right to renew this Lease for an additional five (5) year term.

3.4 **Lease Deemed Renewed Upon Notice.** The parties agree that upon Lessee giving written notice of exercise of its written option to renew the original Lease for an additional five (5) year period, this Lease shall be deemed renewed.

3.5 **Repayment of Limited Obligation Note.** Notwithstanding any other provision of this Lease, this Lease will be automatically extended until September 5, 2055 or until Lessor pays in full the limited obligation note owed to Lessee described in that certain Lease Addendum Revenue as Revenue Source for Limited Obligation Note dated May 27, 2014, whichever occurs first. Upon full payment of such limited obligation note, this Lease will be subject to the lease term and extensions provided in Sections 2 and Sections 3 above. In the event that Lessor pays the full amount of the limited obligation note with less than two (2) options to renew remaining pursuant to this Section, upon Lessor’s payment in full, the Lease will convert to a new five (5) year lease term, with one additional five (5) year option to renew.
4. Rent

4.1 Annual Rent. Lessee agrees to pay to Lessor annual rent based on the following calculations, which will be updated annually:

- $100 per acre for intertidal areas in production during any portion of the lease year.
- $1 per square foot of raft surface area in place for any part of the lease year;
- $15 per acre for leased areas not in production for the entire lease year.

This section supersedes Section 4 of the Lease Addendum Revenue as Revenue Source for Limited Obligation Note dated May 27, 2014, which is hereby rescinded.

4.2 Adjustments to Rent based on Consumer Price Index: For each year of this Lease, including during any extension term, the Annual Rent shall be adjusted for the next year by the difference in the change of the U.S. Department of Labor Consumer Price Index, All Urban Consumers, West Urban Area ("Index"). The most recent twelve (12) months available in the Index thirty (30) days prior to the start of the lease year will be used to calculate the increase. If there is a reduction in the Index over the applicable period, there will be no increase or decrease in the rents for the next year. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 Failure to Timely Pay Rent. If Lessee fails to pay the rent specified in this Lease within thirty (30) days of the date on which such payment is due, Lessee shall pay to Lessor a late charge of forty-five dollars ($45) in addition to the accrued and unpaid rental, and, in addition to such charge, Lessee shall pay to Lessor interest at the rate of five sixths of 1 percent (0.8335%) per month upon the sum due from the date on which such rental becomes due and payable to and including the date of payment in full. The Lessor shall apply any monies received from Lessee first to any penalty and interest charges and then to any rental or other sums then due. The penalty and interest charges provided by this section are in addition to all other remedies that Lessor may have that are provided by this Lease or otherwise by law, to enforce payment of any rental or other sum that has become due and has not been paid.

4.4 Damage or Destruction of Premises. It is specifically agreed that in the event of the termination of this Lease by Lessor due to an uncured material default, prior to the expiration date of this original term, or prior to the expiration date of any renewal period, no portion of the rent paid in advance shall be refundable. It is specifically agreed that in the event the Lease Premises shall be damaged or destroyed by fire, the elements or an act of God such as an earthquake or tsunami that renders the Lease Premises substantially unusable by Lessee for the purposes for which the Lease Premises are devoted, Lessee shall have the right to terminate this Lease upon written notice to Lessor within thirty (30) days after the date of such fire, the elements or act of God such as an earthquake or tsunami that renders the Lease Premises substantially unusable by Lessee for the purposes for which the Lease Premises are devoted, and be entitled to a pro rata refund of the annual rental paid in advance from the date of such termination.
5. Use

5.1 Use by Lessee, Improvements Authorized. Lessee agrees to use the Lease Premises for the purpose of culturing and harvesting oysters and clams, as detailed more fully in Lessee’s approved Harbor District Permit, the associated environmental impact report, and as described in Lessee’s Coastal Development Permit application filed with the California Coastal Commission on ______________ (“Approved Uses”). Lessee is hereby authorized to install mariculture equipment and associated improvements on the Lease Premises so long as such equipment and improvements are consistent with all required regulatory permissions and approvals (See Section 5.5 below). Lessee agrees to give reasonable notice to Lessor regarding construction and improvement activities to be undertaken at the Lease Premises, and will coordinate such activities with Lessor.

5.2 Additional Uses. In the event Lessee desires to cultivate scallops, mussels, or other species of shellfish not authorized pursuant to Section 5.1, Lessee shall, prior to commencing cultivation, deliver to Lessor a written proposal for each animal species to be cultivated, including the estimated number of such species to be cultivated and the proposed acreage to be used, and obtain the express written consent of Lessor prior to the introduction of any such additional animal species to the Lease Premises. Lessee also may need to obtain additional approvals from other regulatory agencies prior to such proposed cultivation, and shall be responsible for obtaining any such additional required approvals.

5.3 Improvements at Lessee’s Expense. Lessee shall, at its own expense, maintain and keep the Lease Premises and all improvements in good order and repair and sound condition. All approved equipment and other personal property brought, placed or erected on the Lease Premises by Lessee shall be and remain the property of Lessee.

5.4 Alteration of Lease Premises. No alteration of the Lease Premises shall be undertaken during the term of this Lease and any renewal term thereof without prior written permission from Lessor, with the exception of the alterations as specified in the Approved Uses.

5.5 Regulatory Permission and Approvals. The Lease Premises are subject to regulation by a number of government agencies, including but not limited to the California Coastal Commission, the CA DFW, the CA FGC, the CA DPH, Lessor, and the U.S. Army Corps of Engineers. Approval of this Lease does not authorize any activities or improvements on the Lease Premises that have not received all required regulatory permissions and approvals. Approval of this Lease by Lessor is separate from the issuance of a Harbor District Use Permit. Lessee shall be responsible for all necessary permits and compliance with all applicable requirements and regulations.

5.6 Non-Discrimination. Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, national origin, sex, age or physical disability.
6. Reservations and Encumbrances

6.1 Mineral Rights Reserved to the State of California. Lessor and Lessee acknowledge that all deposits of minerals, including oil and gas, on the Lease Premises have been reserved to the State of California pursuant to the Harbors and Navigation Code Appendix II, Section 78(g). Lessor furthermore expressly reserves all other natural resources in or on the Lease Premises, including but not limited to sand, gravel and inert earth. In no event shall any minerals or other natural resources be removed from the Lease Premises without the prior consent of Lessor. No dredge spoils materials shall be removed from the Lease Premises without Lessor’s written consent, which shall not be unreasonably withheld.

6.2 Lessor’s Right of Entry. Lessor shall have the right to go on the Lease Premises during normal business hours and in groups of not more than five (5) people and upon not less than 24 hours’ notice for purposes of inspecting the Lease Premises or showing the same to prospective lenders or lessees.

6.3 Lessor’s Right to Encumber Lease Premises. Lessor expressly reserves the right to lease or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent nor incompatible with the rights and privileges of Lessee under this Lease and provided that such lease or encumbrance does not interfere with Lessee’s right to use and quiet enjoyment of the Lease Premises. Prior to leasing or encumbering the Lease Premises in whole or in part consistent with this Section 6.3, Lessor will give Lessee six (6) months’ notice and provide Lessee an opportunity to comment on Lessor’s proposed lease or encumbrance. Notwithstanding the foregoing, leases for other aquaculture uses on the Lease Premises are considered incompatible with Lessee’s use, and Lessor shall not enter into any leases authorizing aquaculture uses on the Lease Premises with any person or entity other than Lessee for the term of this Lease, including any applicable extensions.

6.4 Lease Subject to Pre-Existing Contracts; No Warranty of Fitness. This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and it is made without warranty by Lessor of condition of fitness of the land for the stated or intended use.

6.5 Lessee’s Right to Exclude Persons from Lease Premises. Nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitute a material interference with Lessee’s use and quiet enjoyment of the Lease Premises as provided under this Lease.

6.6 Access Easement. This Lease is made and accepted by Lessee subject to all rights of navigation authorized under state or federal law. Lessor reserves to the public an easement for access across navigable waters located on the Lease Premises; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
7. Rules, Regulations and Taxes

7.1 Possessory Interest. Lessee is hereby notified by Lessor that the possessory interest created hereunder may be subject to a possessory interest tax or property taxation when created, pursuant to Sections 107.1 to 107.6 of the California Revenue and Taxation Code or other applicable law, and that Lessee and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Lessee agrees and acknowledges that it has actual notice pursuant to Section 107.6 of the California Revenue and Taxation Code that it may be required to pay a possessory interest tax as a result of this Lease and the letting to Lessee of the Lease Premises. Lessee hereby acknowledges that it has actual knowledge of the possible existence of a possessory interest tax and has read the provisions of Sections 107 to 107.6 of the California Revenue and Taxation Code. Lessee shall pay all possessory interest taxes levied by any governmental agencies by reason of this Lease or Lessee’s possession of the Lease Premises.

7.2 Taxes. In addition to the rents required to be paid pursuant to Section 4, Lessee further covenants and agrees to pay and discharge all taxes and assessments, of any name, nature and kind whatsoever, which may be fixed, charged, levied, assessed, or otherwise imposed upon the Lease Premises or upon the leasehold interest of Lessee therein, and upon any possessory right which Lessee may have in or to the Lease Premises, and upon all of Lessee’s personal property, fixtures, and any and all other property owned, used or placed by Lessee in, on, or about the Lease Premises, including, among other things, Lessee’s equipment, machinery, inventory, supplies, and merchandise. Lessee shall deliver to Lessor upon request copies of receipts showing the payment of such taxes, assessments, and levies.

8. Indemnification

8.1 Lessee’s Indemnification of Lessor. Lessor shall not be liable for and Lessee hereby agrees to indemnify, defend, hold harmless and to release Lessor, its Board of Commissioners, officers, agents and employees from and against any and all claims, demands, losses, fines, penalties, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys’ fees) directly or indirectly connected with the breach of this Lease or Lessee’s use of the Lease Premises. Nothing herein shall be construed as an assumption of liability by Lessee for pre-existing environmental conditions, known or unknown at execution of this Lease, caused by prior tenants or other users of the Lease Premises or surrounding areas. Lessee shall have no obligation whatsoever to hold harmless or defend Lessor and its officers, agents, and employees, or any of them, from any claim, litigation, or attack which involves (a) the legality, validity, or sufficiency of this Lease or (b) the gross negligence or intentional misconduct of Lessor, as further described in Section 8.2.

8.2 Lessor’s Indemnification of Lessee. Lessor shall not be liable for and Lessor hereby agrees to indemnify, defend and hold harmless and to release Lessee, its Board of Directors, officers, agents and employees from and against any and all claims, demands, losses, fines, penalties, liabilities, actions, lawsuits and other proceedings, judgments and awards and costs and expenses (including reasonable attorneys’ fees) caused by the gross negligence or intentional misconduct of Lessor or Board of Commissioners, officers, agents and employees.
Lessor agrees to indemnify and hold harmless Lessee for pre-existing environmental conditions, known or unknown at the execution of this Lease, caused by prior tenants or users of the Lease Premises or surrounding areas, other than Lessee.

9. **Insurance**

9.1 **Liability Insurance Required.** Lessee shall obtain, at its own expense and keep in full force and effect during the Lease term with an insurance company acceptable to Lessor, comprehensive, commercial general liability insurance providing bodily injury and property damage coverage, and shall include products liability and personal injury coverage with liability limits of not less than Two Million Dollars ($2,000,000) combined single limit insuring Lessee and Lessor and their authorized representatives, against any and all claims or liability, including but not limited to liability for injuries to persons and property, and for the death of any person or persons occurring in or about the Lease Premises, arising out of the use, occupancy, condition or maintenance of the Lease Premises and all improvements thereon. Lessee shall be the named insured. Lessee agrees that Lessor, its officers, agents and employees, including members of the Board of Commissioners of the Lessor, shall be named as an additional insured under such liability policy. Such insurance shall be primary to any insurance maintained by the Lessor.

9.2 **Provision of Certificate of Insurance.** Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The certificate evidencing such insurance shall be filed with the Lessor upon the commencement of the term of this Lease and said certificate shall provide that such insurance coverage shall not be cancelled or reduced without at least thirty (30) days’ written notice to Lessor. Within thirty (30) days of the renewal of any such policy, Lessee shall provide to Lessor a certificate showing that such coverage has been renewed.

9.3 **Insurance in Effect at All Times.** The liability insurance coverage specified in this Lease shall be in effect at all times during the Lease term including any and all renewal periods and subsequently until all of the Lease Premises has been accepted by Lessor as restored after completion by Lessee of the dismantling and removal of the improvements thereon pursuant to Section 13 of this Lease.

9.4 **Adjustment of Insurance Coverage Upon Renewal.** The required amount of insurance coverage may be reset by the parties at the beginning of any renewal term hereunder upon mutual agreement of the parties.

9.5 **Performance of Indemnification Provision.** All insurance required by this Section 9 shall insure performance of the indemnity provisions of Section 8 of the Lease Premises and the policy shall contain cross-liability endorsements.

10. **Assignment**

Lessee shall not either voluntarily or by operation of law assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, without the prior written approval of Lessor, which approval Lessor shall not
unreasonably withhold. All assignments, transfers and subleases of this Lease, and each of them, shall be subject to all the covenants, terms, conditions, reservations, restrictions, time limitations and other provisions of this Lease.

11. **Default and Remedies**

11.1 The occurrence of any one or more of the following events shall constitute a default or breach of this Lease by Lessee:

(a) Lessee’s failure to make any payment of rental or other consideration as required under this Lease, where such failure continues for thirty (30) days after written notice from Lessor to Lessee.

(b) Lessee’s failure to obtain or maintain any liability insurance required under Section 9.1.

(c) Lessee’s failure to observe or perform any other term, covenant, or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of sixty (60) days after Lessor’s giving written notice; however, if the nature of Lessee’s default or breach is such that more than sixty (60) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such sixty (60) day period and diligently proceeds with such cure to completion.

11.2 **Other Remedies.** In the event of a default or breach by Lessee and Lessee’s failure to cure such default or breach, Lessor may, at any time and with or without notice in addition to every other remedy given Lessor by law or equity do any one or more of the following:

(a) Continue this Lease in effect by not terminating Lessee’s right to possession of said Lease Premises, in which event Lessor shall be entitled to enforce all Lessor’s rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease;

(b) Terminate this Lease and recover from Lessee:

(1) The worth at the time of award of the unpaid rent which has been earned at the time of termination of the Lease;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;
(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee’s failure to perform its obligations under this Lease; or

(c) Terminate the Lease and, in addition to any recoveries Lessee may seek under subsection (b) of this Section, bring an action to reenter and regain possession of said Lease Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

(d) Exercise any other rights or remedy which Lessor may have at law or in equity.

12. Removal of Improvements and Restoration of the Lease Premises Upon Expiration of Lease or Termination and Surrender of Lease Premises

12.1 Upon expiration or sooner termination of this Lease, Lessor may accept all or any portion of the Lease Premises; however, Lessee shall have the right to remove any improvements installed by Lessee or personal property owned by Lessee on the Lease Premises within thirty (30) days after such expiration or termination of this Lease. Lessor may also, in Lessor’s absolute discretion, require Lessee to remove all or any portion of such improvements at Lessee’s sole expense and risk, provided, however, that Lessee shall be required to remove only such improvements as Lessor shall identify in writing to Lessee no later than thirty (30) days after expiration or earlier termination date of this Lease and Lessee shall only be required to remove entire structures or all such portions of a structure as are located on the Lease Premises; or, if Lessee refuses, Lessor may itself remove or have removed all or any portion of such improvements at Lessee’s sole expense.

12.2 Restoration of Premises. In removing any improvements, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction, and shall complete all obligations of this Lease; provided that, nothing in the foregoing requirement shall be construed as expanding in any way the limitations of Lessee’s indemnification obligations in Section 8 hereof. All such removal and restoration of the Lease Premises required pursuant to this Section 12 shall be commenced by Lessee no later than sixty (60) days and completed no later than one (1) year after the expiration or sooner termination of this Lease or any extension thereof. The deadlines for restoration of the premises shall be extended by the time that is required to obtain all necessary regulatory permits and approvals, provided that Lessee timely files applications for such permits and approvals. All such removal and restoration shall be to the reasonable satisfaction of Lessor.

12.3 Refusal to Timely Remove Improvements at End of Lease. If Lessee refuses or fails to timely dismantle and remove the improvements or portion of improvements designated by Lessor to be dismantled and removed from the Lease Premises and restore the Lease Premises as nearly as possible to its condition existing prior to the installation of the structures, buildings
and facilities so placed thereon, Lessor may itself or may hire third parties to dismantle and remove such improvements and place the Lease Premises in a condition as near as possible to the condition of the Lease Premises existing prior to the installation of the structures, buildings and facilities thereon at Lessee’s sole expense and Lessee shall reimburse Lessor for all costs and expenses thereof of the dismantling and removal of improvements and restoration of the Lease Premises by Lessor or such parties designated by Lessor. Nothing in this provision shall be interpreted to preclude Lessor from bringing legal action for breach of contract and seeking damages in the form of anticipated cost of removal, even if said improvements have not actually been removed prior to the legal process.

12.4 Permits Required. In removing all improvements Lessee will be required to obtain any permits or any other governmental approval as may then be required by lawful authority.

12.5 No Removal or Replacement of Fill. Lessee shall not be required to remove or replace nor shall Lessor be required to pay for any fill remaining on the Lease Premises.

12.6 Surrender of Premises. Lessee agrees that on the expiration or sooner termination of this Lease or any renewal thereof Lessee shall responsibly leave and surrender the Lease Premises to Lessor in a state of good order, condition, repair and restoration, as provided in and subject to the time periods in Sections 13.1 and 13.2.

13. Quitclaim

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor, a good and sufficient quitclaim of all rights under this Lease, subject to Lessee’s right to occupy those portions of the Lease Premises necessary for removal of structures pursuant to Section 12. Should Lessee fail or refuse to deliver such a quitclaim, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee and all other claimants of the termination of this Lease and any rights or interests of Lessee in the Lease Premises and improvements thereon.

14. Holding Over

Any holding over by Lessee after the expiration of the Lease term, or any renewal, with or without the express or implied consent of Lessor, shall constitute a tenancy from month-to-month and shall be on terms, covenants and conditions of this Lease with rental payable in advance on the first day of each month at one-twelfth (1/12) of the total Annual Rent stated in Section 4 for such time period. Upon expiration or sooner termination of the Lease, Lessee shall not be required to pay the full rent to Lessor during the period when Lessee occupies the required portion of the Lease Premises necessary for the purposes of removal of the improvements and restoration of the Premises, pursuant to the provisions of Section 12 of this Lease, except to the extent that Lessee’s continued occupancy interferes with the use of the Lessor or Lessor’s assignees, or otherwise restricts the Lessor’s ability to lease or rent the property.

15.1 No Waiver. The failure to enforce any right hereunder, or the waiver by either party of any default or breach of any covenant, term, condition, restriction or time limitation herein shall not constitute a waiver of the future exercise of any such right or of any other default or breach, whether of the same or any other covenant, term, condition, restriction or time limitation herein regardless of such party’s knowledge of such other defaults or breaches. The subsequent acceptance of monies hereunder by Lessor shall not constitute a waiver of any preceding default or breach of any covenant, term, condition, restriction or time limitation, other than the failure of Lessee to pay the particular monies so accepted, regardless of Lessor’s knowledge of such preceding default or breach at the time of acceptance of such monies, nor shall acceptance of monies after termination constitute a reinstatement, extension or renewal of this Lease or revocation of any notice or other act by Lessor.

15.2 Time is of the Essence. Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

15.3 Notice. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery by messenger, overnight courier or telex, or, if mailed, upon the first to occur of actual receipt of forty-eight (48) hours after being placed in the United States mail, postage prepaid, registered or certified mail, with return receipt requested, addressed to the parties as follows:

Lessor: Humboldt Bay Harbor, Recreation
        and Conservation District
        Post Office Box 1030
        Eureka, CA 95502-1030
        Attn: Executive Director
        Telephone: (707) 443-0801
        Facsimile: (707) 443-0800

Lessee: Coast Seafoods Company
        25 Waterfront Drive
        Eureka, CA 95501-0375
        Attn: Greg Dale
        Telephone: (707) 442-2947
        Facsimile: (707) 442-3776

With a copy to:

Pacific Seafood Group
        Attn: Daniel Occhipinti
        16797 S.E. 130th Avenue
        Clackamas, OR 97015
15.4 **Consent.** Where a party’s consent is required under this Lease, its consent for one transaction or event shall not be deemed to be consent to any subsequent occurrence of the same or any other transaction event.

15.5 **Amendment, Termination.** This Lease may be terminated and its terms, covenants and conditions amended, revised or supplemented by written mutual agreement of the parties.

15.6 **Binding on Successors and Assigns.** The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties.

15.7 **Severability.** If any term, covenant or condition of this Lease is judicially determined to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

15.8 **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument.

15.9 **Jurisdiction.** Lessor and Lessee consent to and agree that in the event any disputes or legal actions are commenced and litigated between Lessor and Lessee regarding the terms, conditions, rights, duties and obligations of the parties pursuant to the terms of this Lease, the Superior Court of California, County of Humboldt shall have exclusive jurisdiction of such disputes and/or legal actions. The parties further agree that this Lease is entered into in Humboldt County, California, the place where the Lease Premises is located. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

15.10 **Attorney’s Fees and Costs:** In the event of legal proceedings arising out the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and other costs of litigation.

15.11 **Termination of Rights.** Lessee agrees that on the expiration or termination of this Lease, Lessee shall responsibly leave and surrender the Lease Premises to Lessor in a state of good order, condition, repair upon removal by Lessee of the improvements thereon and restoration of the Lease Premises as provided for in Section 12 of this Lease. The exercise of any right of termination shall not release Lessee from liability for any unpaid but accrued rental or any other consideration which may be due under this Lease or from any other obligations still applicable under the Lease. No portion of any rental paid by Lessee in advance shall be refunded except as provided in Section 4.4.

15.12 **Survival.** Notwithstanding anything to the contrary contained in this Lease, the provisions (including, but not limited to, covenants, agreements, representations, warranties, obligations and liabilities described herein) of this Lease which from their sense and context are intended to survive the expiration or earlier termination of this Lease (whether or not such
provision expressly provides as such) shall survive such expiration or earlier termination of this Lease and continue to be binding upon the applicable party.

15.13 **Entire Agreement.** This Lease supersedes any prior understanding or written or oral agreements between the parties hereto respecting the within subject matter and contains the entire understanding between the parties with respect thereto.

15.14 **Negation of Agency.** Each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Lease. No partnership, joint venture or other association of any kind is formed by this Lease.

In witness whereof, the parties have executed this Lease at Eureka, Humboldt County, California, as of the date specified immediately adjacent to their respective signatures.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

DATE: ____________________________

By Richard Marks, President

Coast Seafoods Company

DATE: ____________________________

By: Jon Steinman

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of __________________________
On __________________ before me, ________________________________, a Notary Public in and for said State, ________________________________ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________________

(This area for notary stamp)
AGENDA REPORT

For agenda of: September 10, 2015

Agenda Item 11(b). Consideration of modifying the agreement with Redwood Community Action Agency (RCAA) to allow RCAA to continue serving as *Spartina densiflora* Eradication Project Coordinator by extending the agreement until September 10, 2017 and increasing the agreement's budget by $167,500.

In 2014, through a competitive solicitation, RCAA was awarded a contract to serve as *Spartina densiflora* Eradication Project Coordinator. Since that time, the Harbor District received further funding from the State Resources Agency for eradication of *Spartina densiflora*. The proposed action would allow a portion of this funding ($167,500) to be used by RCAA for continued *Spartina densiflora* eradication. The remainder ($12,500) would be applied to project management activities of the Harbor District.

**Recommendation:** RCAA has done a good job coordinating *Spartina densiflora* eradication efforts and has fulfilled all contractual requirements. Staff recommends approving Agenda Item 11(b).
EMPLOYMENT AGREEMENT
With
Jack Crider

THIS AGREEMENT, made this 1st day of May, 2015 between the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, a public entity, located in Humboldt County, California, herein referred to as "District", and Jack Crider, herein referred to as "Employee".

The parties recite that:

A. District is a public entity with legal duties, powers and obligations set forth in Sections 1 through 83 of Appendix 2 of the Harbors and Navigation Code of the State of California.

B. Employee is willing to be employed by District, and District is willing to employ Employee in the unclassified, at-will position of Executive Director on the terms and conditions hereinafter set forth.

C. The position of Executive Director is an unclassified service employee as defined in Section 73 of Appendix 2 of the Harbors and Navigation Code. Said position is an "At Will" position terminable at the will of either the employer or the employee.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, DISTRICT AND EMPLOYEE COVENANT AND AGREE AS FOLLOWS:

1. Pursuant to this Agreement, Employee is employed as Executive Director for the Humboldt Bay Harbor, Recreation and Conservation District effective May 1, 2015, and Employee hereby accepts and agrees to such employment.

2. Employee shall perform and complete the services and tasks set forth by the District Board of Commissioners.

3. Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent perform all duties that may be required pursuant to the expressed and implicit terms as set forth by the Commission of the District. Such duties shall be rendered in Humboldt County, California and at such other place or places as District shall in good faith require or the interest, and needs or requests of District shall require or make advisable.

4. Employee shall serve in the position of Executive Director at the will and pleasure of the Commission of District. The Commission of the District or Employee may terminate this Agreement and terminate Employee's employment with or without cause at any time. In the event Employee desires to terminate employment with the District as Executive Director, it is expected that Employee shall give to District a minimum of thirty (30) days written notice of said intention to terminate. Employee shall be compensated for accrued benefits to the date of termination in accordance with the provisions of the Personnel Policy.

5. District shall pay Employee and Employee agrees to accept from District, in full payment of Employee's services for his position as Executive Director
hereunder, a salary of $126,000 with four (4) weeks of paid vacation and a flexible schedule that allows for 10 days on and 4 days off.

In addition to the foregoing, Employee shall receive the employee benefits for full time employees as now established by the District's Personnel Policy, or different employee benefits as may be modified or established by the District in the future. However, nothing in this section or any other part of this Agreement shall be interpreted as preventing or precluding the District from rescinding, amending or otherwise modifying the existing Personnel Policy or from adopting additional personnel policies or procedures concerning the employment, including but not limited to modifications of the benefits of employment.

6. Employee's salary, job duties and performance shall be reviewed in April of each year by the Commission of the District. The annual performance review may be used to adjust Employee's salary based upon performance and/or cost of living, as negotiated and approved by the Board of Commissioners. However, nothing in this section shall be construed as a promise or commitment by the District to increase compensation, or concerning the amount of any such increase.

7. The effective date of appointment of Employee as Executive Director shall be May 1, 2015 and unless renewed, will terminate on April 30, 2016. In the event the Employee is terminated without cause or the Employee's contract is not renewed, Employee will be given the opportunity to retire.

8. Employee shall devote his full time, attention, knowledge and skill solely and exclusively as Executive Director, solely and exclusively to the business and interest of the District. The position is considered to be an exempt position within the meaning of the California Labor Code for the purposes of wage and hour provisions. Employee's workweek is not necessarily limited to 40 hours per week. Employee may be expected to work in excess of 40 hours per week if required to perform his duties as Executive Director at the regular monthly salary with no provision for overtime pay.

9. Employee is an unclassified employee as Executive Director. The position of Executive Director is not entitled to participate as a member of the International Longshoremen's and Warehousemen's Union AFL/CIO Local 14, Unit A, pursuant to the Union Contract with District and Executive Director is not included as a member of the bargaining unit represented by the Union.

10. Employee shall abide by all applicable provisions of District's Personnel Policy as amended and with all other District policies and procedures currently in force or as may be implemented during the term of employment.

11. This written Agreement contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he/she or it has relied on his/her or its own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either
of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

12. No waiver of modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

13. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other form. Any legal proceedings or actions arising out of this agreement shall be venued in Humboldt County, California.

Executed at Humboldt County, California, on the date first above written.

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

By ____________________________

Jack Crider- Employee
District Administrative Staff
Salary Schedule

Executive Director
Effective 5-1-15
$126,000.00

Deputy Director
Effective 3-1-15
$ 90,000.00

Director of Administrative Services
Effective 7-1-15
$ 67,266.41

Director of Harbor Operations/Bar Pilot
Effective 7-1-15
$ 79,269.65

Director of Facilities Maintenance
Effective 7-1-15
$ 64,207.79
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<td>Harbor Maintenance III (Foreman)</td>
<td>$22.00-$28.00</td>
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<td>Harbor Maintenance II</td>
<td>$16.00-$22.00</td>
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<tr>
<td>Harbor Maintenance I *</td>
<td>$12.00-$16.00</td>
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<td>*Current long term staff exception</td>
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<td><strong>MARINA OPERATIONS</strong></td>
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<td>Marina Manager (Dock Master)**</td>
<td>$25.00-$35.00</td>
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<tr>
<td>Marina Assistant</td>
<td>$12.00-$18.00</td>
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<td><strong>Management position (current staff exception)</strong></td>
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<td>Boatyard Assistant (non-operator)</td>
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</table>
PORT OF HUMBOLDT BAY

TERMINAL TARIFF

REDWOOD MARINE TERMINAL
BERTH 1 AND REDWOOD TERMINAL 2

Publishing Rates, Charges, Rules & Regulations for Terminal Services Performed by:

PORT OF HUMBOLDT BAY

P.O. Box 1030
Eureka, California 95502-1030
Phone: (707) 443-0801
Fax: (707) 443-0800

www.humboldtbay.org

---------------------------------------------

ISSUED September 10, 2015       EFFECTIVE October 1, 2015

Issued by:
HUMBOLDT BAY HARBOR, RECREATION
AND CONSERVATION DISTRICT BOARD
OF COMMISSIONERS
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**SYMBOLS & ABBREVIATIONS**

- $ U.S. Dollars
- ′ Square Feet
- + / - Addition / Subtraction
- A Increase
- BM Board Measure
- C Change
- Cont’d Continued
- Dkg Decking
- FBM Foot Board Measure
- Hdlg. Handling
- ILWU International Longshore & Warehouse Union
- Kgs. Kilograms
- Ldg. Loading
- LOA Length Overall
- LF Linear Feet
- MHR Man Hour Rate
- Min. Minimum
- Misc. Miscellaneous
- No. Number
- NOS Not Otherwise Specified
- OT Overtime
- Pkg. Package
- POHB The PORT OF
- R Reduction
- ST Straight Time
- T. Ton (2,000 lbs)
- Term’l Terminal
- Unldg. Unloading
- Viz. Namely
- Whfg Wharfage

**METRIC CONVERSION TABLE**

<table>
<thead>
<tr>
<th>Measure</th>
<th>Metric Equivalent</th>
<th>Measure</th>
<th>English Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 lb.</td>
<td>0.4536 kilograms</td>
<td>1 kilogram</td>
<td>2.2046 lbs.</td>
</tr>
<tr>
<td>1 ton</td>
<td>907.2 kilograms</td>
<td>1,000 kilograms</td>
<td>2204.6 lbs.</td>
</tr>
<tr>
<td>1 inch</td>
<td>2.54 centimeters</td>
<td>1 centimeter</td>
<td>0.3937 inches</td>
</tr>
<tr>
<td>1 foot</td>
<td>0.3048 meters</td>
<td>1 meter</td>
<td>39.37 inches</td>
</tr>
<tr>
<td>1 yard</td>
<td>0.9144 meters</td>
<td>1 cubic meter</td>
<td>35.314 cubic feet</td>
</tr>
<tr>
<td>1 cubic foot</td>
<td>0.0283 cubic meters</td>
<td>1 liter</td>
<td>0.264172 gallons</td>
</tr>
<tr>
<td>40 cubic feet</td>
<td>1.1327 cubic meters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 gallon</td>
<td>3.7854 liters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Kilograms to Pounds: Multiply Kilograms by 2.2046
Pounds to Kilograms: Divide Pounds by 2.2046
Cubic Meters to Cubic Feet: Multiply Cubic Meters x 35.314
Cubic Feet to Cubic Meters: Multiply Cubic Feet x 0.0283
Feet to Meters: Multiply Feet x 0.3048
Meters to Feet: Multiply Meters x 3.281
Gallons to Tons: Multiply Gallons x 8.34, Divide by 2,000
DEFINITIONS

Carrier - An individual or firm that sends freight. A freight originator.

Contract of Affreightment – Tariff, charter party, ocean rate or any other arrangements under which a vessel transports cargo.

Direct Transfer - The handling of cargo direct between open cars and vessels from ship’s gear or by mechanical equipment under rental from POHB.

Dockage – The charges assessed against an ocean vessel for berthing at a wharf, piling, structure, pier, bulkhead structure or bank, or for mooring to a vessel so berthed.

Free Time – The period during which cargo may occupy space assigned to it on the terminal facilities free of terminal storage charges, immediately prior to the loading of a vessel or subsequent to the discharge of such cargo off the vessel.

Freight Handler – Any person, firm or corporation engaged in the handling of freight on the wharves of the terminal company beyond end of ship’s tackle, whether such person, firm or corporation acts in the capacity of “Stevedore” or “vessel operator” or “agent”.

Handling Charge – The charge made against any vessels, their owners, agents or operators for physically moving cargo form end of ship’s tackle to point of rest, or from point of rest to within reach of end of ship’s tackle and includes ordinary sorting, breaking down and stacking.

Holiday and Weekend Labor – Pay rate for labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this tariff.

Holidays – Whenever reference is made to “holidays”, it shall mean only the following days:

New Year’s Day – January 1st *
M.L. King Jr. Birthday – Third Monday in January
President’s Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4th *
Labor Day – First Monday in September
Thanksgiving Day – Fourth Thursday in November
Day after Thanksgiving - Fourth Friday in November
Christmas Eve – December 24th *
Christmas Day – December 25th *

* When the holiday falls on a Saturday or Sunday, the business day prior to or following the actual holiday will be observed.

Loading & Unloading – The service of loading or unloading unitized cargo from or into highway trucks, trailers, railcars or other modes of surface transportation.
**Overtime Labor** – Pay rate for labor performed between the hours of 00:00 and 07:59 Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.

**PORT OF HUMBOLDT BAY (POHB)** – The Humboldt Bay Harbor, Recreation and Conservation District, a California public entity, acting pursuant to California Harbors and Navigational Code Appendix 2 in its capacity as an owner and operator of commercial shipping facilities and services on Humboldt Bay and operating as the PORT OF HUMBOLDT BAY, and its Commissioner, officers, as employees, servants, agents and/or independent contractors.

**Stevedore** – A firm or individual engaged in the loading or unloading of a vessel.

**Service & Facilities Charge** – A charge that is assessed for loading and/or discharge of cargo at POHB, for the use of terminal working areas in the receipt and delivery of cargo to and from vessels or barges and for services in connection with the receipt, delivery, checking, care, custody and control of cargo required in the transfer from:

1. Vessels to consignee, their agents or connecting carriers
2. Shippers, their agents or connecting carriers to vessels

**Straight Time Labor** – Pay rate for labor performed between the hours of 08:00 and 17:00, Monday through Friday.

**Terminal Company** – A company or organization whose business is the operation of a terminal.

**Transient Mooring** – Moorings used on a temporary basis by visiting boats.

**Wharf Demurrage** – A charge assessed against freight remaining in or on POHB terminals after the expiration of free time unless arrangements have been made for storage.

**Wharfage** – A charge assessed against all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter or water), when berthed at wharf, piling structure, pier bulkhead structure or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the above named facilities and does not include charges for any other service. Unless otherwise provided, wharfage shall be considered earned and will be assessed whether or not freight received on wharf or wharf premises from cars, trucks, drays or river carriers eventually loaded on vessels.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

APPLICATION OF TARIFF

Notice to the Public: This tariff, published by POHB, is notice to the public, to shippers, to consignees and to carriers that the rates, charges, rules and regulations apply to all traffic without specific notice, quotation to or (excepting as may hereinafter be specified) arrangement with shippers or carriers.

Tariff Effective: The rates, charges, rules and regulations named in this tariff, additions, revisions or supplements thereto shall apply on all freight received at the terminals or wharves of POHB on and after the effective date of this tariff or effective dates of additions, revisions or supplements thereto.

Rates Subject to Change: Rates for services involving labor being predicated upon current wage paid labor for straight time under ordinary labor and traffic conditions, they are subject to change without notice when costs of such services are increased by demands for higher wages, labor strikes, congestions, or other conditions not reasonably within the control of POHB.

Use of Terminals Deemed Acceptance of Tariff: Use of the wharves or the terminal facilities of POHB shall be deemed an acceptance of this tariff and the terms and conditions named herein.

Adherence to Tariff Required of Others: No person, firm or corporation will be allowed to perform any services on the wharves or at the terminals of POHB without special permit from POHB. Those permitted to perform such services shall, in their relations to the public, apply, adhere to, and be themselves subject to this tariff, or additions, revisions, or supplements thereto, except to the extent specifically relieved by such permit.

Specific Commodity Rates Prevail: Unless otherwise accepted, rates provided for specific commodities will prevail over NOS rates or any general commodity rate.

RIGHTS OF OPERATION RESERVED

Right is reserved by the POHB to furnish all equipment, supplies and material to perform all services in connection with the operation of its terminals and wharves under rates and conditions named herein.

ACCEPTANCE, RETENTION OR DELIVERY OF FREIGHT CONDITIONAL

Right to Refuse Freight: POHB reserves the right without responsibility for demurrage, loss or damage attaching, and within its sole discretion, to refuse to accept, receive, or unload, or to permit vessels to discharge:

(1) Freight for which previous arrangements for space receiving, unloading or handling have not been made with POHB by shipper, consignee or carrier.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

(2) Freight deemed extra offensive, perishable, or hazardous (See Item 110 “Explosives and Flammables”).

(3) Freight, the value of which may be determined, in the sole discretion of POHB as less than the probable terminal charges.

(4) Freight not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at discretion of POHB and all expenses, loss or damage incident thereto shall be for account of shipper, consignee or carrier.

Right to Remove, Re-Pile, Transfer or Warehouse Freight: At the option of POHB, freight remaining on wharf or wharf premises after expiration of free time (see Item 900), and freight shut out at clearance of vessel may be piled or re-piled to make space, transferred to other locations or receptacles within the wharf premises or removed to public or private warehouses with all expense and risk of loss or damage for account for the owner, shipper, consignee or carrier as responsibility may appear.

Hazardous or offensive freight, or freight which by its nature is liable to damage other freight, is subject at the discretion of POHB to immediate removal, either from the wharf or wharf premises with all expenses and risk of loss damage for the account of owner, shipper or consignee.

Right to Withhold Delivery of Freight: Right is reserved by POHB to withhold delivery of freight until all accrued terminal charges and advances against said freight have been paid in full.

Right to Sell Freight for Unpaid Charges and Sell Perishable Freight: Freight on which owner fails to, or refuses to, pay accrued terminal charges or advances may be sold by POHB to satisfy charges or advances and the cost and expense of sale. Freight of a perishable nature or of a nature liable to damage other freight or property may be sold at public or private sale without advertising, provided owner has been given proper notice to pay accrued charges or to remove said freight and has neglected or failed to comply.

Explosives and Flammables: Explosives and hazardous or highly flammable commodities or material may only be handled over and/or received on the wharves and terminals of POHB by special arrangement with, and at the option of POHB, subject to Federal, State and City rules and regulations. If and when permitted, such commodities will be received only at the terminal between the hours of 8 a.m. and 5 p.m. and must be immediately removed from the premises.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

Freight at Owner’s Risk:

(1) Glass, liquids and fragile articles will be accepted only at owner’s risk for breakage, leakage or chafing.
(2) Freight on open ground or on open wharf is at owner’s risk for loss or damage.
(3) Timber and log or lumber rafts and all water craft, if and when permitted by POHB to be moored in slips, at moorage dolphins or at wharves, or when moored alongside vessels are at owner’s risk for loss or damage.

Delivery Orders: POHB will deliver goods only upon presentation of written order of the owner or carrier or upon surrender of properly endorsed outstanding receipts.

Disposition Orders: Goods delivered to dock by auto, truck, barge or cannery tender, or consigned to POHB by rail or river line must be covered by disposition order, giving description and disposition of goods, whether for storage or shipment, and if for shipment, giving name of loading steamer or line, and any demurrage or other expense incurred through failure to supply such information will be for owner’s account.

Receiving or Delivering Other than Regular Hours: When shippers wish to deliver or receive cargo or work on goods in storage outside of regular working hours (8 a.m. to 5 p.m. except Saturdays, Sundays and holidays), arrangements must be made with POHB office during regular hours and additional expense of checking and watching over straight-time basis will be account of shipper.

HOLD HARMLESS BY STEVEDORE

Stevedore Access to and Operations on Property at POHB:

(1) Care in the Performance of Operations: The Stevedore shall exercise care in the performance of its operations in order to prevent injury to or death of any person and damage to or destruction or loss of property, whether of POHB, of the Stevedore, of the vessel being Stevedored or any other party.

(2) Compliance with Fire and Safety Precautions: The Stevedore shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

(3) **Stevedore and Port Independent Contractors:** In any service relationship, POHB and the Stevedore shall be independent contractors, each to the other, and shall not be agents or employees, one for the other, for any purpose. POHB contracts with Stevedore because of Stevedore’s particular skill, experience and expertise and for the successful completion of a specific task. POHB has no responsibility for directing the manner and means of Stevedore’s performance of its duties.

(4) **Insuring Efficient and Expeditious Vessel Work:** In order to insure efficient and expeditious loading and discharge of vessels and the maximum utilization of the full capacity of POHB, the Stevedore shall:

A. Make use of the appropriate facilities and equipment furnished by POHB.
B. Have at least one qualified supervisor present at all times while a vessel is loading or unloading.
C. Have at least one responsible officer or representative with full power to make all operating decisions concerning the Stevedoring of vessels at POHB at all times and keep POHB informed at all times of how and where such officer or representative may be contacted by POHB.
D. Cooperate fully with POHB in all respects by (i) advising as far in advance as possible the type of vessel, Master’s estimate of quantity of cargo to be loaded or discharged, estimated time to load or discharge, and any special problems that may exist or arise; (ii) determining the equipment needed for the operation; and (iii) coordinating sequence and timing of operations for the convenience and efficiency of POHB.
E. Promptly restore terminal working areas to a clean, safe and orderly condition on completion of Stevedoring operations.

(5) **Supply of Equipment, Facilities and Service:**

A. POHB shall furnish, subject to the conditions and changes stipulated elsewhere in this tariff, the following:
   (i) Access, for Stevedore employees, to the Port property at places in the manner as may be approved by POHB.
   (ii) Emergency office and telephone usage.
   (iii) POHB equipment to the extent that it is available, required and dedicated to Stevedore Use.
SECTION 1  
GENERAL RULES & REGULATIONS

APPLICATION

B. All POHB equipment utilized by the Stevedore in performing its work is expressly understood to be under the direction and control of the Stevedore and the Stevedore is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment. POHB and Stevedore agree that, as between the parties, Stevedore has the most experience and knowledge to determine the condition and suitability of the equipment for the task to be performed. Stevedore shall promptly advise POHB of any needed repair of maintenance of any equipment and shall not use such equipment until it is acceptable to Stevedore. It is incumbent upon the Stevedore to make a thorough inspection and satisfy him or herself as to the physical condition and capacity of the equipment as well as the competency of the operator, there being no representation or warranty by POHB with respect to such matters. Stevedore’s use of such equipment warrants that Stevedore has made its own independent inspection of the equipment and has deemed it safe and usable working condition and appropriate for the task to be performed.

C. All such equipment will be properly used by the Stevedore and not subjected to abuse or more than normal wear and tear. If there is any such abuse or more than normal wear and tear, the Stevedore shall pay for the damage to such equipment.

D. Upon termination of the period of use, all such equipment shall be returned to POHB in the same condition as received, normal wear and tear expected.

E. It shall be incumbent on the Stevedore to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy him or herself that these are safe places for the access and work to be performed. As between the parties, Stevedore has the most experience and knowledge as to the work area and access needed for the work. There is no responsibility, representation or warranty by POHB with respect to such matters.

(6) Stevedore Warranty: As a condition to the right to conduct business or operate on Port property, the Stevedore shall warrant that all its Stevedoring operations shall be conducted at all times with all necessary labor and equipment under competent supervision, with all proper dispatch and in good and workmanlike manner, and the conduct of such business or operations on Port property shall be deemed to be an offer of such warranty by the Stevedore and its acceptance by the Port.

If any breach of these warranties causes or subjects the Port to any losses, suits, claims, damages or liabilities, the Stevedore shall defend, indemnify and save harmless, and reimburse the Port in respect thereto.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

(7) **Indemnity:** Except in the case of the POHB’S sole negligence, the Stevedore shall indemnify and hold harmless the POHB, its Commissioners, officers, employees and agents from and against any claims, damages, losses and expenses (including attorney’s fees) for injury to or death of any third party or any of the Stevedore’s employees, agents and invitees from and against any claims, damages, losses and expenses (including employees of the Port), which is caused in whole or in part by any negligent act or omission or breach of these rules by the Stevedore, its employees, agents or anyone else for whose acts the Stevedore is or may be liable.

The Stevedore shall execute and deliver to the Port an indemnity agreement substantially in accord with the terms of this tariff. In addition, Stevedore’s performance of work at POHB facilities shall be deemed and agreement to comply with the terms of this tariff.

(8) **Insurance:**

A. The Stevedore shall obtain, and shall maintain, the following insurance coverage:

(i) Workmen’s Compensation Insurance (including Longshoremen and Harbor Worker Act coverage) under all applicable Federal and State statutes and municipal ordinances for all the Stevedore employees performing its work, and Employers Liability Insurance (including liability under the Jones Act) in amount of not less than $1,000,000.

(ii) Comprehensive General Liability Insurance (including coverage for automobile liability, broad form contractual liability, and property in the insured’s care, custody and control against claims for bodily injury, death or property damage occurring on, in or about the vessel being loaded by the Stevedore, or the premises of POHB and the adjoining areas), with limits as to bodily injury or death and property damage not less than $5 million for each occurrence. POHB shall be named as an additional insured under Stevedore’s policy of insurance and said insurance be primary to any insurance procured by POHB that may cover POHB for the same claim or loss.

B. The Stevedore shall submit to POHB certificates of insurance evidencing the foregoing coverage, and said certificates shall provide that POHB is to be given 15 days’ prior notice of any alteration or cancellation.

RELATIONS WITH FREIGHT HANDLERS

Freight handlers, if and when permitted to operate on the terminal, must in their relations with the public, charge the rates and adhere to the rules and regulations prescribed in the effective tariffs of the terminal company.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

COLLECTION AND GUARANTY OF CHARGES

(1) Wharfage, Loading and Unloading and Miscellaneous Charges: Wharfage, loading and unloading, when not absorbed by ocean or rail carriers, are due by the owner, shipper or consignee of the freight. On transit freight in connection with ocean carriers these charges (unless absorbed by rail carriers) and any wharf demurrage or miscellaneous charges accrued against said freight and of which the vessel, its owners or agents have been apprised, will be collected from a payment of same must be guaranteed by the vessel, its owners or operators. The use of wharf by a vessel, its owners or operators shall be deemed an acceptance and acknowledgment of this guarantee.

(2) Service and Handling Charges: Where the contract of affreightment established the responsibility as between the parties thereto for the payment of the Service and Facilities Charges and/or Handling Charges named in this tariff, such charges shall be billed to and paid by the vessel, its owners or operators, to POHB.

(3) Terms of Payment: Use of POHB facilities or service is conditioned upon satisfactory assurance of POHB that applicable charges will be paid when due. All charges are due and payable as they accrue, on completion of service or use, or as invoiced.

(4) Prepay Freight: Right is reserved by POHB to demand prepayment of all charges as follows:

A. By vessel, its owners or agents, before vessel commences its loading and unloading operations;

B. By the owners, shippers or consignee, before freight leaves the custody of the terminal;

C. POHB reserves the right to require prepayment of all charges on perishable freight or freight of doubtful value and on household goods.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

(5) **Interest Charges on Delinquent Invoices:** Invoices covering charges in this tariff as issued by POHB are due and payable upon receipt. Any invoices issued for any charge or charges prescribed by this tariff remaining unpaid for a period of thirty (30) calendar days after the date of invoice are delinquent and shall be subject to a delinquency charge. The delinquency charge is imposed on the total unpaid balance and is a minimum of one and one half percent (1 1/2%) per month on the total unpaid balance thereof; provided, however, that in no event shall the delinquency charge be higher than the maximum rates allowable by law.

Should it become necessary for POHB to initiate litigation to effect collection of a delinquent account, then all expenses incurred by the prevailing party shall be assessed to, and payable by the non-prevailing party. Such expenses shall include, but are not limited to, reasonable attorney’s fees and all costs of suit.

**INSURANCE NOT INCLUDED**
No insurance is included in the rates named in this tariff.

**MANIFEST REQUIRED**
Masters, owners, agents or operators of vessels are required to furnish a complete copy of manifest of freight loaded or discharged at the terminals of POHB.

**REGULATIONS GOVERNING USE OF SLIPS, ETC.**
No logs, timbers, lumber or rafts and no barges, scows, lighters or river craft may be moored at wharf slips or moored or tied up at the wharves or at any property of POHB without written permission of POHB. Logs, lumber, timbers, rafts, barges, scows or lighters may not be brought into slips for loading over-side vessels without the consent of POHB and subject to its regulations as to the number of barges or rafts (or the size of rafts) allowed alongside at one time and as to maintaining clearance in slips. Any logs, timbers, rafts, etc., as enumerated above, left in slips after clearance of vessel or which may have been moored in slips or moored or tied up to the wharves or other property of POHB without permission, are subject to immediate removal and unless removed upon notification, may be removed by POHB to other locations, with all expense and risk of loss or damage for account of owners.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

LIMITED RESPONSIBILITY

POHB shall not be responsible for any damage to freight loaded at the facilities covered by this tariff after cargo is transferred to the water carriers and is removed from POHB property.

POHB will not be responsible for any loss, damage or delay of merchandise which may arise from any cause beyond its direct authority and control.

POHB will not be responsible for any loss or damage caused by: fire, frost, heat, dampness, leakage, or decay; animals, rodents or insects; leakage or discharge from fire protection system; collapse of buildings or structures; breakdown of plant machinery or equipment, or by floats, logs or piling required in breasting vessels away from wharf. POHB will not be answerable for any loss, damage or delay arising from insufficient notification, or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in the service of others or from any consequence arising therefrom. POHB will not be responsible for any loss or damage caused by the negligence or intentional misconduct of third parties including but not limited to theft vandalism or arson.

RESPONSIBILITY FOR DAMAGES AND/OR INJURY

The provisions of this item are applicable to all persons, corporations, associations and the like who in any manner come upon or use the terminal facilities, except to agents or employees of POHB. All such persons, corporations, association and the like shall be strictly liable and responsible for damage to property or for damage or injury to, or for the death of any person or persons which may be caused or occasioned by an act or omission of such persons or the acts or omissions of their agents or employees.

All such persons who come upon or use POHB facilities shall be deemed to have irrevocably agreed to indemnify POHB for any such loss or damage to persons or property for which a claim is or may be made against POHB, and all such liability, together with all costs and expenses incurred by POHB in investigating or defending claims therefor, including, but not limited to, court costs, experts’ fees and attorneys’ fees.

RESERVATION OF AGREEMENT RIGHTS

POHB reserves the right to enter into agreement with carriers, shippers, and/or their agents concerning rates and services provided such agreements are consistent with existing local, state and federal laws governing the civil and business relations of all parties concerned.

SHIPPER REQUESTS AND COMPLAINTS

Any interested party may initiate requests or complaints on matters relating to rates, charges, rules and regulations contained in this tariff by filing a statement fully documenting the request or complaint with the Executive Officer, Northwest Marine Terminal Association, Inc., P.O. Box 5684, Bellevue, Washington 98006, with a complete and exact copy to The Director and Harbor Commissioners, PORT OF HUMBOLDT BAY, P.O. Box 1030, Eureka, CA 95502-1030.
SECTION 1
GENERAL RULES & REGULATIONS

APPLICATION

“HOLD HARMLESS” PROVISION
All parties using POHB facilities and equipment agree to do so entirely at their own risk, regardless of conditions, and agree to indemnify and hold POHB harmless against any and all liability, damage, loss, cost and expense which may accrue to or be sustained by POHB, its agents, and employees on the account of any claim, suit or action made or brought against POHB, its agents and employees, for the death of or injury to persons or destruction of property involving the indemnitor, its employees, agents and representatives, sustained in connection with the use of said facilities and equipment.

HIMALAYA CLAUSE
It is hereby expressly agreed between POHB and any Carrier using POHB facilities that as a condition and consideration of using those facilities, POHB, as well as any and all its employees, servants, agents and/or independent contractors, used or employed in connection with the performance of any of the Carriers’ obligations under their various Bills of Lading shall be treated as and shall be express beneficiaries of those Bill(s) of Lading. As such, POHB shall have the benefit of all rights, defenses, exemptions from or limitations on liability and immunities of whatsoever nature to which the Carrier(s) are or may be entitled under the provision of any Bill of Lading or by law so that POHB shall not, under any circumstance, be under any liability in either contract or tort greater than that of the Carrier(s) themselves.
SECTION 2
DOCKAGE & MOORAGE

APPLICATION

DOCKAGE - GENERAL RULES

Berth Assignment: Berth assignment will be issued at the sole discretion of POHB to the owners, agents or operators of vessels for use of a specific berth by a specific vessel. No vessel will be permitted to berth at a wharf or terminal facility of POHB without a prior berth assignment being granted by POHB. Applications for berth assignments must be made as far in advance of the arrival of vessel as reasonable and must specify arrival and departure dates and the nature and quantity of the cargo to be loaded or discharged.

Basis for Computing Charges: Dockage charges shall be based on the overall length of the vessel as published in the most current edition of Lloyd’s Register of Shipping at the time the vessel is berthed. Should length figures not be available from that source, POHB may accept information from the vessel’s official papers or measure the vessel.

Dockage Period – How Calculated: The period of time upon which dockage will be assessed shall commence when the vessel is made fast and until departure. No deduction will be allowed for Sundays, Holidays or because of bad weather or other conditions. When a vessel is shifted directly from one berth to another operated by POHB, the total time at such berths will be considered together in computing the dockage charge.

In calculating dockage, billing is based on twelve (12) hour periods. For billing purposes, partial periods will be rounded up to the next full period. POHB, at its own discretion, may charge vessels less than 105 feet LOA (upon proper notification and moorage permission) by ¼ of the 24-hour clock.

No Warranty as to Depth of Water at Berth: When accepting a request and issuing a berth assignment, POHB makes no warranty, either expressed or implied, as to the suitability of the berth or available depths of water alongside. POHB makes every effort to maintain adequate water depths, but they vary continually because of the influence of tidal changes, volume of tidal flow, and weather conditions. Further, variances in vessel draft, ballast, amount of cargo to be loaded or unloaded and the water depth alongside the berths makes it incumbent upon the vessel’s interest to take soundings immediately upon docking and at intervals thereafter to insure the safety of the vessel. POHB, upon request of the Master or vessel’s owners, charterers, operators, or agents, will supply information on water depths alongside berths based upon most recent soundings.

Responsibility for Vessel Delay, Shifting or other Costs Because of Water Depth: POHB will assume no responsibility for vessel delay, shifting expense or other costs when the vessel’s interest deems it prudent, for the purposes of ensuring the safety of the vessel, to interrupt loading and/or shift to deeper water during shallow water periods.

Vacate Berth as Ordered: POHB reserves the right to order a vessel to vacate the berth when not actually engaged in loading and/or discharging operations.
SECTION 2
DOCKAGE & MOORAGE

APPLICATION

(1) Whenever an order to vacate a berth is made by POHB under these rules and said order is refused or not complied with in the time specified, POHB may assess a penalty dockage rate of $500.00 per hour for each hour the vessel remains on berth after such an order has been issued or tendered to the vessel.
At its option, POHB may affect the removal of a vessel from berth at the expiration of the time period specified in the order to vacate with all risks, liability and expense for the vessel’s account. The alternatives permitted POHB under these rules shall be a choice solely at the discretion of POHB.

(2) A vessel that does not work to its fullest capacity to complete loading or unloading operations within the allotted time, or a vessel arriving earlier or later than agreed, or a vessel requiring more time at POHB than agreed, will be adjusted to the extent possible consistent with advance commitments to other vessels made by the terminal.
When congestion or other commitments make it necessary for a vessel to complete and clear its berth, the vessel on berth will be requested to work overtime at its own expense until loading or discharging has been completed, after which it will promptly vacate the berth.
Any vessel refusing to work overtime shall vacate the berth upon written order from POHB.
When a vessel loses its right to a berth by refusing to work overtime, such vessel will forfeit its turn on the berth and will remain at anchor until the next available berth.

The vessel acknowledges responsibility for damage arising out of any shipboard fires and shall hold POHB harmless from and indemnify POHB for any and all damage, liability, settlements, loss, costs and expenses in connection with the fire and with any action, suit, or claim resulting or allegedly resulting from the fire or its suppression at POHB facilities, except for that resulting from the sole negligence of POHB, or that of the POHB’s employees or agents.

Accepting Responsibility for Payment: Pursuant to PORT OF HUMBOLDT BAY Tariff where “Party Responsible for Payment” listed above has not established credit worthiness with the Port and where responsibility for Port charges has not been accepted by another credit worthy entity, the Port shall require payment of cash in advance or posting of acceptable security prior to vessel berthing.
SECTION 2
DOCKAGE & MOORAGE

APPLICATION

Conditions of Berth Reservation: In accordance with Federal Maritime Commission Docket 83-48, Alaska Maritime Agencies Inc., et al. v. Port of Anacortes, et al. and Tariff Item No. 125 in this tariff, amendments and reissues thereto, all applications for vessel berth reservation shall be made in the form specified by the Port, and will require signature(s) of the financially responsible party or parties completed in accordance with, and otherwise governed by, the terms and conditions set forth below.

A. The vessel agent or other person requesting reservation of a berth ("berthing agent") shall, as a part of the berth reservation process, provide to the extent of his or her knowledge all information called for on the Application for Vessel Berth Reservation for respecting the vessel, its estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged, and estimate of amount of each category of port charges, as enumerated and party responsible therefor. The submission of this form, signed by the berthing agent, shall constitute the berthing agent’s attestation as to the accuracy of the information made available to the berthing agent at the time of submission; and the berthing agent held personally liable to the Port for any financial loss suffered by the Port as a result of the agent’s failure to so report accurately.

B. Should the berthing agent, subsequent to submission to this form, receive information which materially differs from the information previously provided, and which information the agent reasonably believes is not equally known to the Port, it shall immediately notify the Port and, if requested by the Port, promptly file an amended Supplement to Application for Vessel Berth Reservation with the Port.

C. All estimates of port charges are subject to approval and/or adjustment by the Port.

D. The Port shall, promptly after receipt of this form, advise the berthing agent as to (1) its approval or adjusted estimate of port charges, and (2) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.

E. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, requests for berth reservation and assignments of berths shall otherwise be in accordance with all local rules and regulations established by the Port.

F. Vessel Berthing Cancellation: Any vessel or agent cancelling a berthing reservation is subject to a $250.00 cancellation fee. Should a vessel berthing reservation need to be canceled, written notice must be received by POHB at least 72 hours prior to the vessel’s berthing reservation time. If 72 hour notice is not provided to POHB, the authorized vessel agent shall also be charged for all reservation related expenses incurred by POHB as well as an administration fee.
### SECTION 2
**DOCKAGE & MOORAGE**

#### APPLICATION

**SCHEDULE OF DOCKAGE RATES (Berths 1 & 2)**

<table>
<thead>
<tr>
<th>Length of Vessel Overall Meters/(Feet)</th>
<th>Rate Per 24-hour day</th>
<th>Length of Vessel Overall Meters/(Feet)</th>
<th>Rate Per 24-hour day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over</td>
<td>Not Over</td>
<td>$S$</td>
<td>Over</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>184.15</td>
<td>0</td>
</tr>
<tr>
<td>30.48</td>
<td>45.72 (150)</td>
<td>260.10</td>
<td>45.72 (200)</td>
</tr>
<tr>
<td>45.72</td>
<td>60.96 (200)</td>
<td>355.82</td>
<td>60.96 (250)</td>
</tr>
<tr>
<td>60.96</td>
<td>76.20 (250)</td>
<td>498.35</td>
<td>76.20 (300)</td>
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<tr>
<td>76.2</td>
<td>91.44 (300)</td>
<td>852.09</td>
<td>91.44 (350)</td>
</tr>
<tr>
<td>91.44</td>
<td>106.68 (350)</td>
<td>1201.66</td>
<td>106.68 (375)</td>
</tr>
<tr>
<td>106.68</td>
<td>114.3 (375)</td>
<td>1492.97</td>
<td>114.3 (400)</td>
</tr>
<tr>
<td>114.3</td>
<td>121.92 (400)</td>
<td>1643.83</td>
<td>121.92 (425)</td>
</tr>
<tr>
<td>121.92</td>
<td>129.54 (425)</td>
<td>1781.94</td>
<td>129.54 (450)</td>
</tr>
<tr>
<td>129.54</td>
<td>137.16 (450)</td>
<td>2021.24</td>
<td>137.16 (475)</td>
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<tr>
<td>137.16</td>
<td>144.78 (475)</td>
<td>2177.56</td>
<td>144.78 (500)</td>
</tr>
<tr>
<td>144.78</td>
<td>152.4 (500)</td>
<td>2391.88</td>
<td>152.4 (525)</td>
</tr>
<tr>
<td>152.4</td>
<td>160.02 (525)</td>
<td>2716.48</td>
<td>160.02 (550)</td>
</tr>
</tbody>
</table>
SECTION 2
DOCKAGE & MOORAGE

APPLICATION

EXCEPTIONS TO REGULAR DOCKAGE RATES

(1) Vessels requesting exception pricing and meeting all the following requirements will be charged
dockage at a rate of $.74 per foot per day:

- Not over 200 feet in length
- Not loading or unloading cargo for transshipment
- Not loading or unloading passengers
- Written permission from POHB to berth at Pier 1, 2 or 3

(2) At POHB’s discretion, vessels on idle status may be permitted to moor at a vacant berth when
such berth is available. Idle status may include times when a vessel is permitted to make repairs
or alterations.

Vessels in idle status shall be assessed dockage at $2.17 per foot per day. Contact POHB for
long-term rates for idle vessels.

(3) Vessels of the U.S. Government and the State of California may, at the discretion of POHB,
be berthed at terminals without charges.

(4) Lay berth status is defined and used in this document as a vessel waiting for loading or unloading
or discharge berth.

Lay status permission must be requested form POHB in advance and may be granted at the
discretion of POHB. If the request for lay berth is not received prior to the vessel arrival, and
lay berth rates are later requested, a billing/rebilling fee of $250.00 will be assessed.

The dockage charge for lay berth status shall be calculated at 50% of the applicable dockage
rates as published in the Schedule of Dockage Rates, or a minimum of $175.00 per period,
whichever creates the greater revenue.

Vessels on lay status for over seven (7) consecutive days may request to POHB, in writing, for
long-term lay status (each day over the seventh (7th) day), which may be granted at POHB’s
discretion. Long-term lay status would be calculated at an additional discounted rate of 20% for
each day past the seventh (7th) day, for a total discount of 70% off the posted rates.

(5) Discounted, prorated and gratis berth charges are at the discretion of POHB and are granted per
occasion as deemed by POHB. Previous granting of discounted, prorated and gratis berth
charges are not a guarantee of future rights.
# Section 3

## Labor Service

### Application

### Labor Service General Rules

**Labor Rates Subject to Change:** The rates named in this tariff, additions, revisions, or supplements thereto are based on ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonably within the control of POHB, resulting in increased cost of service, rates are subject to change without notice or the charge for service may be assessed on the labor rate basis.

**Checking of Freight:** The service of counting, tallying and checking cargo against appropriate documents for the account of the vessel, or other person requesting same. Checking does not include grading, sealing, surveying, weighing, measuring, marking, segregating, samplings or supplying any information that cannot be obtained by visual inspection of the package, case or other shipping container.

**Responsibility Limited:** In performing the service of checking, POHB will accept no responsibility for concealed damage or condition of packages, cases or other containers whether or not receipts issued so state.

**Payment of Labor:** Where checkers, wharf gangs, lift drivers, linesmen, watchmen or other wharf labor is employed by or through POHB at the request of the carrier, shipper, consignee or other party, the time of such labor involved will be carried on the payroll of POHB and the Port will bill the party responsible at the rates as provided herein.

**Standby or Waiting Time:** When labor is ordered for a specific time and is on the job, ready for work, or having started work, and is delayed for a period of or exceeding fifteen (15) consecutive minutes at any time during that work, such delays being caused through no inability or fault of POHB, standby or waiting time for the workers will be assessed at actual wages paid plus 65 percent.

**Services Requiring Labor for a Minimum Number of Hours:** When POHB is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under labor’s working agreements and awards, the parties authorizing such work shall be assessed for the time of such labor which accrues after the specific service is completed and until the end of the minimum time allowed at actual wages paid labor plus 65 percent.

**Labor Rate Time Periods:** Labor rate time periods will be defined as follows:

- **Straight Time** – Labor performed between the hours of 08:00 and 17:00, Monday through Friday.
- **Overtime** – Labor performed between the hours of 00:00 and 07:59, Tuesday through Friday; labor performed between the hours of 17:01 and 23:59 Monday through Thursday.
- **Holiday and Weekend Time** – Labor performed between the hours of 17:01 Friday to 07:59 Monday; labor performed on any holiday as defined in this tariff.
SECTION 3
LABOR SERVICE

APPLICATION

Unless otherwise provided, labor rates plus charges for equipment rental will be charged:

(1) For all miscellaneous services for which no specific rates are named in this tariff, additions, revisions or supplements thereto;

(2) For services of loading, unloading, handling, or transferring bulk commodities for which no specific rates are named and which cannot be performed for the rates provided under NOS items;

(3) For cargo in packages or units of such unusual bulk, size, or shape or weight as to preclude handling, loading, unloading or transferring at the specific rates named in this tariff, additions, revisions or supplements thereto;

(4) For any services delayed on account of extra sorting, special checking, inspection or from other causes not ordinarily incidental to such service;

(5) For labor cleaning, covering cars and/or preparing them for receiving cargo;

(6) Installing special equipment or moving or transferring equipment on request or for special purposes for use and/or convenience of others;

(7) Re-coopering or reconditioning cargo.

LABOR SERVICE RATES

When services are performed by the Terminal Company for which no specific commodity rates are specified in this Tariff, charges for such services will be assessed on the basis of the labor rates as per the following schedule:

<table>
<thead>
<tr>
<th>Labor Classification</th>
<th>Man-Hour $ Rate</th>
<th>Man-Hour $ Rate</th>
<th>Man-Hour $ Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Straight Time)</td>
<td>(Overtime)</td>
<td>(Weekend/Holiday)</td>
</tr>
<tr>
<td>Longshoreman</td>
<td>89.76</td>
<td>134.64</td>
<td>150.35</td>
</tr>
<tr>
<td>Linesman</td>
<td>89.76</td>
<td>132.00</td>
<td>146.78</td>
</tr>
<tr>
<td>Crane Chaser</td>
<td>91.80</td>
<td>137.70</td>
<td>153.77</td>
</tr>
<tr>
<td>Utility Driver</td>
<td>103.02</td>
<td>154.53</td>
<td>172.56</td>
</tr>
<tr>
<td>Crane Operator</td>
<td>117.30</td>
<td>175.95</td>
<td>196.48</td>
</tr>
<tr>
<td>Clerk</td>
<td>112.20</td>
<td>168.30</td>
<td>187.94</td>
</tr>
<tr>
<td>Supercargo</td>
<td>122.40</td>
<td>183.60</td>
<td>205.02</td>
</tr>
<tr>
<td>Utility Worker</td>
<td>117.30</td>
<td>175.95</td>
<td>196.48</td>
</tr>
<tr>
<td>Walking Boss</td>
<td>144.84</td>
<td>217.26</td>
<td>242.61</td>
</tr>
</tbody>
</table>

LONGSHORE LABOR SERVICES
# SECTION 3
LABOR SERVICE

## APPLICATION

### OTHER LABOR SERVICES (Non-Stevedoring Operations)

<table>
<thead>
<tr>
<th>Labor Classification</th>
<th>Man-Hour $ Rate (Straight Time)</th>
<th>Man-Hour $ Rate (Overtime)</th>
<th>Man-Hour $ Rate (Weekend/Holiday)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Gangway Watch</td>
<td>23.46</td>
<td>35.19</td>
<td>39.30</td>
</tr>
<tr>
<td>Security Officer</td>
<td>45.90</td>
<td>68.85</td>
<td>76.88</td>
</tr>
<tr>
<td>Maintenance Labor</td>
<td>75.48</td>
<td>113.22</td>
<td>126.43</td>
</tr>
<tr>
<td>Crane Operator</td>
<td>75.48</td>
<td>113.22</td>
<td>126.43</td>
</tr>
</tbody>
</table>

## PILOTAGE:

### PILOTAGE CHARGES

- Outbound/Inbound

  - Minimum Charge
    1. Less than 300 feet LOA (Round Trip): $3,000
    2. Every 100 feet LOA thereafter (Additional)

  - Shift Rates
    a. Wharf to wharf, wharf to anchor, or anchor to wharf
    b. From No. Bay to So. Bay, or So. Bay to No. Bay

  - Pilot carried away from Station
    a. Actual expenses and per diem of:

      - $950 per day
      - $633 per hour

  - Uncorrected Orders
    a. When vessel’s owner or agents do not correct their ETA within four (4) hours of last ETA given, compensation will be charged and applied starting at the last ETA given until arrival

      - $3,795
      - $1,075
      - $2,530
      - $3,163

  - Standing-By
    When a pilot is onboard a Ship, Tug or Pilot Boat standing -by for a vessel to arrive, shift or sail and the movement is delayed, a charge of $500 per hour will be incurred: (1/4 hour charges thereafter)

      - $633 per hour

All vessels, their tackle, apparel, furniture, their master, owners and Agents are jointly and severally liable for pilotage fees, which may be recovered in any court of competent jurisdiction
### SECTION 4
**MISCELLANEOUS SERVICES AND CHARGES**

#### APPLICATION

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate/Time Description</th>
<th>Rate/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forklift</td>
<td>$35 per hour, 1 hour min., ½ hour increments thereafter</td>
<td>$35.00</td>
</tr>
<tr>
<td>POHB Boat</td>
<td>$100 per hour plus Operator, 3 hour Minimum</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

#### BERTHING EQUIPMENT RENTALS

**Gangway Rentals:** Gangway rental periods shall commence from the time the vessel arrives at POHB berth and end at the time the vessel departs from POHB berth. Gangway rental periods shall include one (1) of the following available gangway sizes: TBD

#### LINES SERVICE RATE SCHEDULE

The manning and charges derived thereof shall be determined by POHB and the ILWU:

<table>
<thead>
<tr>
<th>Service</th>
<th>Crew</th>
<th>Straight Time $</th>
<th>Overtime $</th>
<th>Holiday/Weekend $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Handling Lines</td>
<td>2 men</td>
<td>530.40</td>
<td>795.60</td>
<td>888.42</td>
</tr>
<tr>
<td>Handling Lines</td>
<td>4 men</td>
<td>1082.22</td>
<td>1623.33</td>
<td>1812.72</td>
</tr>
<tr>
<td>Handling Lines</td>
<td>6 men</td>
<td>1606.50</td>
<td>2409.75</td>
<td>2690.89</td>
</tr>
<tr>
<td>Handling Lines</td>
<td>8 men</td>
<td>2196.06</td>
<td>3294.09</td>
<td>3678.40</td>
</tr>
</tbody>
</table>

**Waiting Time:** When Linesmen work six minutes past the two-hour minimum, an additional charge of $75.00 per man for each 30 minutes will be added.

**No Work Holidays:** Contact POHB staff for updated holiday surcharges.
## SECTION 4
### MISCELLANEOUS SERVICES AND CHARGES

### APPLICATION

#### FRESH WATER RATES

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service charge for connecting and disconnecting on straight time</td>
<td>$100.00</td>
</tr>
<tr>
<td>Charge for each ton of fresh water</td>
<td>$1.88</td>
</tr>
<tr>
<td>Monthly meter service charge</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

#### ELECTRIC SERVICE

POHB will exercise reasonable care to provide adequate and continuous electric service but does not guarantee the same. POHB shall not be liable for injury, loss or damage resulting from any failure or curtailment of electric service. Electrical services will be billed at the most current Pacific Gas and Electric Advertised Rate.

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service charge for connecting and disconnecting on straight time</td>
<td>$100.00</td>
</tr>
<tr>
<td>Electrical adapters (monthly charge)</td>
<td>$25.00</td>
</tr>
<tr>
<td>Monthly meter service charge</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

#### OILY WASTE OR GARBAGE DISPOSAL

Vessels requiring discharge of oily waste or garbage shall inquire of the Port’s Terminal Manager for the name of the waste or garbage hauler and/or reception facilities permitted by the Port to receive, haul and dispose of such waste and/or garbage. Payment of charges for the services and equipment provided by the oily waste or garbage hauler and/or reception facility by the vessel, its agent, owner, charterer or any other party responsible for such payment of charges by the vessel.

The oily waste or garbage hauler and/or reception facility is not an agent or employee of the Port, nor shall the Port be liable for any act, omission or negligence of any such oily waste or garbage hauler and/or reception facility. Rates and charges assessed vessels by the Port for the use of its facilities or services do not include this service nor insurance coverage for any potential liability of any oily waste or garbage hauler and/or reception facility permitted by the Port. The discharge by a vessel of oily waste or garbage at any terminal at POHB shall be allowed only in accordance with the terms of this tariff item and applicable Federal, State and local laws and regulations.

If the vessel’s agent, owner, charterer or crew requests the Port arrange such service, the Port will be invoiced for the service and in turn invoice the vessel at the cost plus 20% rebilling fee. Due to the billing delay from oily waste/garbage disposal vendor, said rebilling may be delayed and sent under separate invoice. A copy of the vendor’s bill for services will be provided with Port’s invoice.
SECTION 4
MISCELLANEOUS SERVICES AND CHARGES

APPLICATION

FUEL FLOWAGE FEE

All bulk fuels including diesel and lube oil delivered to vessels berthed at POHB will be assessed a fuel flowage fee in the amount of four (4) cents per gallon. This fee will be assessed to the distributor providing the fuel and shall be reported with a copy of the fuel ticket and vessel detail including vessel name, captain’s name and company contact information (address and phone) to POHB Office located at 601 Startare Drive, Eureka, CA 95502 upon departure of fueling the vessel. Fueling done outside of normal business hours must be reported to POHB office at (707)443-0801.

PASSENGER TRAFFIC SERVICES

Passengers embarking or disembarking from/to at-anchor vessels or piers for which POHB provides security shall be charged $7.35 per person.

SECURITY FEE

In order to fulfill its responsibilities for security, including but not limited to responsibilities mandated under the Maritime Transportation Safety Act of 2002 and the U.S. Coast Guard Regulation 33 CFR 105, POHB may assess against and collect from ocean-going vessels, their owners, or operators for the use of the terminal working areas a Port Security Fee. Such fee, in the amounts set forth in this tariff, shall be in addition to all other fees and charges due under the tariff.

Port FSO and one (1) Security Gangway Watchman will be on duty two (2) hours prior to vessel arrival for required set-up and security preparation of docks, services will be charged at rates stated. See Item 305, OTHER LABOR SERVICES (Non-Stevedoring Operations).

At the Port’s sole discretion, charges may be assessed to cargo and/or vessels for additional security costs associated with an increase in MARSEC levels mandated by the US Department of Homeland Security.

Minimum Port Security fee: $577.00 per vessel per day
### SECTION 5

**WHARFAGE**

<table>
<thead>
<tr>
<th>ITEM#</th>
<th>APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>WHARFAGE GENERAL RULES</strong></td>
</tr>
</tbody>
</table>

(1) **Limitations:** Freight assessed full wharfage may be reshipped by water from same wharf where received or may be transferred direct to other wharves or facilities of POHB for reshipment or delivery without being subject to further assessment of wharfage.

(2) **Direct Transfer – Open Cars:** All cargo handled direct between open cars and vessels will be subject to the full wharfage assessment.

(3) **Overside Vessels:** Unless otherwise specified under individual commodity items, all cargo loaded or discharged overside of vessel directly to or from another vessel, barge, lighter, raft, to or from water while vessel is berthed at wharf, shall be assessed one-half (1/2) the regular rates due according to ship’s manifest and the respective traffic and commodity classifications of the cargo.

(4) **Exemptions:** Ship’s stores, fuel handled overside vessels and repair materials and supplies, all when intended for vessel’s own use, consumption or repairs, will be exempt from assessment of wharfage unless POHB employees are required to receive for such supplies or stores as may be received or unloaded on wharf.

Note: Ballast, dunnage lumber or materials ostensibly not for use in stowage of freight loaded at the wharves of POHB and lining lumber for use in lining vessels for grain or other bulk commodities, will not be considered as ship’s stores and shall be subject to wharfage and such other charges as may be incurred.

### WHARFAGE RATES

Rates are in cents per 1,000 kilograms (metric ton) unless otherwise provided in individual items.

Note: When, in any calendar year, forest products originating from a single shipper exceed 1,000,000 FBM or 1,000,000 Kilograms, POHB reserves the right to negotiate wharfage rates.

### SERVICE & FACILITIES GENERAL RULES

**Definition:** Service and facility charges do not include any cargo handling, loading, unloading, wharfage, dockage or any other charges than that which is essential to performing the service. It does not include the furnishing of supercargoes, supervisors or clerks, which by the custom of the Port are normally employed by the vessel, its owner, operator or agent.

No person other than a POHB employee or person designated in writing by POHB to perform such services shall be permitted to perform the services covered by this definition.

**Withdrawn Cargo:** Full inbound or outbound service and facilities charge will be assessed on cargo received at or on POHB facilities.
# SECTION 5
## WHARFAGE

### APPLICATION

<table>
<thead>
<tr>
<th>With Exception of Freight NOS, Commodities Are &quot;Generally&quot; Listed in Alphabetical Order</th>
<th>Wharfage</th>
<th>Service &amp; Facility</th>
<th>Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Freight, NOS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Import/Inbound per 1,000 kgs</td>
<td>$11.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Export/Outbound Traffic per 1,000 kgs</td>
<td>$11.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Service &amp; Facilities, NOS Inbound</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1,000 kgs per unit</td>
<td>$23.06</td>
<td>In</td>
<td>$14.56</td>
</tr>
<tr>
<td>1,000-3,000 kgs per unit</td>
<td>$13.24</td>
<td>In</td>
<td>$10.99</td>
</tr>
<tr>
<td>3,000 kgs or more per unit</td>
<td>$9.12</td>
<td>In</td>
<td>$9.12</td>
</tr>
<tr>
<td>Handled direct between vessels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>open vehicles or water</td>
<td>$3.73</td>
<td>In</td>
<td>$3.73</td>
</tr>
<tr>
<td><strong>Boats, Pleasure</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Import, per 1,000 kgs</td>
<td>$30.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M/H Export, per Cubic Meter</td>
<td>$2.36</td>
<td></td>
<td>$4.00</td>
</tr>
<tr>
<td><strong>Houses or Buildings, Modules</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fabricated, KD or in Flat Sections</td>
<td>$9.39</td>
<td></td>
<td>$12.91</td>
</tr>
<tr>
<td><strong>Logs, Viz (Namely)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logs, Bolts or Peeners per 1,000 FBM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scribner Scale - Between vessel &amp; dock</td>
<td>$9.99</td>
<td></td>
<td>$8.12</td>
</tr>
<tr>
<td>Ex-Water</td>
<td>$4.65</td>
<td></td>
<td>$3.73</td>
</tr>
<tr>
<td><strong>Lumber/Lumber Products</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lumber, per 1,000 FBM:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NOS</td>
<td>$6.27</td>
<td></td>
<td>$19.13</td>
</tr>
<tr>
<td>Piling, Poles, Posts or Cants per 1,000 FBM (Brereton Scale)</td>
<td>$6.27</td>
<td></td>
<td>$6.16</td>
</tr>
<tr>
<td>Plywood, Veneered Wood, or Wood Hardboard, per 1,000 kgs</td>
<td>$5.94</td>
<td></td>
<td>$17.30</td>
</tr>
</tbody>
</table>

**Note:** Small Lots Fee: A charge of $100 will be assessed against inbound Lumber for bills of lading below 20 metric tons.

**Note:** When Hardwood Lumber of Logs are manifested per weight, the following ratios will be used to determine the FBM: Lumber - 3.5 lbs. per FBM; Logs - 4.5 lbs per FBM. When Hardwood Lumber or Softwood Lumber is manifested per cbm, the following ratio will be used to determine the FBM: 2.36 cbm per MFBM.
## SECTION 5
### WHARFAGE

**APPLICATION**

<table>
<thead>
<tr>
<th></th>
<th>WHARFAGE</th>
<th>SERVICE &amp; FACILITY</th>
<th>DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Machinery, Farm &amp; Construction Equip.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farm &amp; Construction Equipment, kgs</td>
<td>$11.27</td>
<td>$17.89</td>
<td>$9.91</td>
</tr>
<tr>
<td>Assembled &amp; drivable up to 24,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>per unit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Farm &amp; Construction Equipment &amp; Issued:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/16/09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parts, drivable &amp; non-drivable, units</td>
<td>$11.27</td>
<td>$14.10</td>
<td>$7.02</td>
</tr>
<tr>
<td>weight 24,000 kgs and over</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Direct Load or Discharge between</strong></td>
<td>$11.27</td>
<td>$14.10</td>
<td>$7.07</td>
</tr>
<tr>
<td><strong>Truck/Railcar &amp; Ship</strong></td>
<td>$11.27</td>
<td></td>
<td>$3.83</td>
</tr>
<tr>
<td><strong>Ro-Ro</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Machinery, Ro-Ro Cargo</strong></td>
<td>$11.27</td>
<td>$7.02</td>
<td>$6.04</td>
</tr>
<tr>
<td>Loading, not including lashing and securing</td>
<td>$316.53 per car</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Metals, NOS, weighing 0-999 kgs per unit</strong></td>
<td>$10.91</td>
<td>$31.30</td>
<td>$9.52</td>
</tr>
<tr>
<td><strong>Metals, 1,000-1,999 kgs per unit</strong></td>
<td>$10.91</td>
<td>$13.76</td>
<td>$9.52</td>
</tr>
<tr>
<td><strong>Metals, 2,000-2,999 kgs per unit</strong></td>
<td>$10.91</td>
<td>$11.56</td>
<td>$9.52</td>
</tr>
<tr>
<td><strong>Metals, 3,000 kgs and over per unit</strong></td>
<td>$10.91</td>
<td>$9.42</td>
<td>$9.52</td>
</tr>
<tr>
<td><strong>Note:</strong> Small Lots Fee: A charge of $100 will be assessed against inbound Metals for bills of lading below 20 metric tons.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Paper/Paper Products NOS</strong></td>
<td>$5.69</td>
<td>$26.40</td>
<td>$6.32</td>
</tr>
<tr>
<td>Scrap or wastepaper or pulpboard, in machine-pressed bales</td>
<td>$5.69</td>
<td>$23.63</td>
<td>$7.47</td>
</tr>
<tr>
<td><strong>Pulp</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paper/wood (except screenings, tailings or wetlapps), compressed bales when received</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>unitized for forklift handling:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1,000 tons per vessel</td>
<td>$3.93</td>
<td>$26.40</td>
<td>$6.32</td>
</tr>
<tr>
<td>1,000 tons or over</td>
<td>$3.93</td>
<td>$23.63</td>
<td>$6.32</td>
</tr>
</tbody>
</table>
### SECTION 5
**WHARFAGE**

#### APPLICATION

<table>
<thead>
<tr>
<th>Vessels, Viz</th>
<th>WHARFAGE</th>
<th>SERVICE &amp; FACILITY</th>
<th>DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOS</td>
<td>$21.43</td>
<td>$31.07</td>
<td></td>
</tr>
<tr>
<td>Vehicles, Non-Traditional for water or air (i.e. helicopters, sailplanes)</td>
<td>$10.53</td>
<td>$20.80</td>
<td>$14.87</td>
</tr>
<tr>
<td>Automobiles, NOS including POVs (privately owned vehicle), custom vans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobiles, discharged from/loaded to Auto carriers volume per individual import/vehicle, export account per calendar year: 1-40,000</td>
<td>$9.47</td>
<td>$13.98</td>
<td></td>
</tr>
<tr>
<td>40,001 and up</td>
<td>$7.15</td>
<td>$13.98</td>
<td></td>
</tr>
<tr>
<td>Windmills, Knocked Down</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>See Port Director for special rate considerations</td>
<td>$10.98</td>
<td>$9.69</td>
<td></td>
</tr>
</tbody>
</table>

**NOS** - Not Otherwise Specified  
**KGS** - Kilograms  
**M/H** - Man-Hours and Equipment  
**FBM** - Feet Board Measure  
**CBM** - Cubic Meter  
**MFBM** - Metric Foot Board Measure  
**KD** - Knocked Down  
**S&F** - Service and Facility Charge  
**D/O** - Delivery Order  
**VIZ** - Namely  

**Wharfage** - a charge assessed all cargo passing, or conveyed over, onto or under wharves, or between vessels (to or from barge, lighter or water), when berthed at a wharf, piling structure, pier, bulkhead structure, or bank, or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf, and does not include charges for any other service.
SECTION 6
DEMURRAGE & STORAGE RATES

APPLICATION

DEMURRAGE & STORAGE GENERAL RULES

Computing Free Time: Free time is inclusive of Saturdays, Sundays and holidays. Free time starts on the day the cargo is delivered to or received by the terminal. Unless otherwise stipulated or agreed upon by POHB, free time will be allowed for ten (10) days on inbound cargo and ten (10) days on outbound cargo.

On all outbound or export cargo, the terminal may grant up to twenty (20) days assembly time beyond the regular free time allowance to assemble cargo for a particular vessel or shipment.

Any cargo which occupies space beyond the allowed free time will be assessed wharf demurrage charges in accordance with this tariff unless arrangements have been made for storage.

STORAGE & STORAGE CHARGES

Goods or merchandise for storage will only be accepted by POHB provided prior arrangements have been made. Any cargo that is not designated for a particular vessel or shipment will be considered as goods or merchandise delivered for storage purposes.

Storage charges on all goods and merchandise stored at POHB’s facilities will become due and payable as invoiced. Storage charges are solely the charges for use of space in the warehouse or yard and do not include charges for any other service.

Storage charges will be assessed per month or part thereof, commencing on the days the goods or merchandise is received by POHB until the day it is removed from the Port premises. Storage rates are based on square footage and availability. Contact POHB personnel for current rates.

DEMURRAGE RATES

Per day, weight or measure, whichever produces the greatest revenue:

<table>
<thead>
<tr>
<th>Commodity</th>
<th>1,000 kgs.</th>
<th>Cubic Meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Freight NOS – Inbound</td>
<td>$.63</td>
<td>$.44</td>
</tr>
<tr>
<td>All Freight NOS – Outbound</td>
<td>$.573</td>
<td>$.44</td>
</tr>
</tbody>
</table>

STORAGE RATES

Outside Storage rate at Redwood Marine Terminal berths 1 & 2 $0.15 per foot per day.