

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

**DATE:** August 22, 2013

**TIME:** 6:00 p.m. Executive Closed Session  
7:00 p.m. Regular Session

**PLACE:** Woodley Island Marina Meeting Room

*The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at 443-0801 24 hours in advance of the meeting.*

**1. Call to Order at 6:00 p.m.**

- a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Sections 54956.8 (Conference with Real Property Negotiators) and 54957(b)(1) (Public Employee Performance Evaluation)

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: Potential sale of District's boiler located on recently acquired Samoa Pulp Mill site  
Agency negotiators: Jack Crider, Chief Executive Officer; Paul Brisso, District Counsel; Mike Wilson, Board President; Richard marks, Board Vice President  
Under negotiation: Price and/or terms of payment

**2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Chief Executive Officer (Annual Evaluation)

**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: None**

*Note: All matters listed under the Consent Calendar are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items. If discussion is required, that item will be removed from the Consent Calendar and considered separately.*

## **Agenda for August 22, 2013 Regular Board Meeting**

### **8. Communications and Reports**

- a. Chief Executive Officers Report
- b. Staff Reports
- c. District Counsel's and District Treasurer's Reports
- d. Commissioner and Committee Reports
- e. Other

### **9. Non Agenda**

### **10. Unfinished Business**

### **11. New Business**

- a. Consideration of approval of Amendment 1 to the June 13, 2013 Agreement with New Directions for the *Spartina densiflora* Eradication Project.
- b. Discussion of pulp mill property purchase and current activities.
- c. Consideration of approval of Personal Services Contract with John Guggenbickler for services related to the District's pulp mill property.
- d. Consideration of approval of purchase of Premises Pollution Liability III Insurance Policy for the District's pulp mill property.
- e. Consideration of support letter for Humboldt State University's Schatz Energy Lab application to the U.S. Department of Energy for funds to assess Humboldt Bay as a potential location for a National Wave Energy Test Center and possible match not to exceed \$5,000 (cash and/or in-kind.).
- f. Consideration of approval of tideland lease with Hog Island Oyster Company.

### **12. Administrative and Emergency Permits**

### **13. Adjournment**

11a

**AMENDMENT 1**  
to the  
June 13<sup>th</sup> 2013 Agreement with New Directions  
for the  
*Spartina densiflora* Eradication Project

**WHEREAS**, The June 13<sup>th</sup> 2013 Agreement between the Humboldt Bay Harbor, Recreation, and Conservation District, hereinafter "DISTRICT", and New Directions, hereinafter "CONTRACTOR", provides for contractual services to be paid to CONTRACTOR by DISTRICT on a Time & Expenses basis, with a total amount not to exceed \$10,000.

**WHEREAS**, DISTRICT has need for additional services, additional funds are available to increase the amount of services provided by CONTRACTOR, and Contractor has the resources to provide these services,

**THEREFORE**, Both DISTRICT and CONTRACTOR agree to amend the June 13<sup>th</sup> 2013 Agreement to increase the total amount of funds available through this agreement by \$40,000 to a total of \$50,000. The funds are available through an existing grant agreement with the California Coastal Conservancy

All other aspects of the original agreement are unchanged by this amendment and remain in full effect. Total time and expenses incurred by CONTRACTOR are not to exceed the amended total of \$50,000.

**IN WITNESS HEREOF**, the parties hereto have executed this Amendment to the June 13<sup>th</sup> 2013 Agreement on the dates provided below:

**DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jack Crider

Name: John Shelter

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

11c

**PERSONAL SERVICE CONTRACT**

**THIS AGREEMENT, MADE THIS 22<sup>nd</sup> DAY OF August , 2013** by and between the Humboldt Bay Harbor, Recreation and Conservation District, a California public entity, P.O. Box 1030 Eureka, CA 95502-1030 hereinafter called the "**DISTRICT**" and John Guggenbickler, hereinafter called "**CONTRACTOR**."

The services will be provided for \_\_\_\_\_ . By this agreement, CONTRACTOR and DISTRICT agree as follows:

**SCOPE OF SERVICES**

CONTRACTOR shall provide the services identified in Scope of Work (Attachment A).

**TERM OF CONTRACT**

CONTRACTOR is retained on a non-exclusive basis to render services commencing on Effective Date of Agreement. All work to be performed in accordance with this agreement shall be completed by the dates as set forth in Attachment A.

No work can be performed until the CONTRACTOR has received an executed copy of this Agreement.

**INVOICES AND PAYMENT**

DISTRICT will pay CONTRACTOR for the services hereunder a fee of \$1,500.00 per week for eight (8) months, not to exceed \$48,000.00. The rate shall include Contractor's overhead for all necessary expenses in providing the work.

CONTRACTOR shall invoice DISTRICT on a monthly basis. Payment will be made to CONTRACTOR within 30 days of the invoice date for the approved invoice amount.

**INDEPENDENT CONTRACTOR**

It is understood that the services CONTRACTOR will perform hereunder will be in his professional capacity as an independent contractor; and that at no time shall CONTRACTOR be deemed an employee or agent of DISTRICT, nor shall he have the authority to obligate DISTRICT in any manner.

**INDEMNIFICATION**

CONTRACTOR shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR during the progress of or connected with the services performed pursuant to this Agreement, and shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of CONTRACTOR if CONTRACTOR is otherwise a legal cause of the occurrence arising out of this Agreement.

**TAXES**

CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR'S support staff employees, if any, and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries or other remuneration paid CONTRACTOR'S employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.



## **PERFORMANCE AND ASSIGNMENT**

The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by others performing the same or similar services.

CONTRACTOR shall not assign or subcontract any interest, obligation or duty in this Agreement without prior written approval of DISTRICT. This contract contemplates the unique skills and abilities of Contractor and may not be assigned.

## **INSURANCE**

Consultant will file with the District before beginning professional services, certificates of insurance satisfactory to the District evidencing general liability coverage for bodily injury, personal injury and property damage; auto liability for bodily injury and property damage combined single limit; workers' compensation (statutory limits) and employer's liability (if applicable); requiring 30 days notice of cancellation to the District. Any insurance, self-insurance or other coverage maintained by the District shall not contribute to it. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

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

## **TERMINATION**

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

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

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

## **EXTENT OF AGREEMENT AND SEVERABILITY**

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

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

**PROJECT OFFICIALS**

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

**DISTRICT:**

Jack Crider – Humboldt Bay Harbor District Chief Executive Officer  
P O Box 1030  
Eureka, CA 95502-1030  
(707) 443-0801

**CONTRACTOR:**

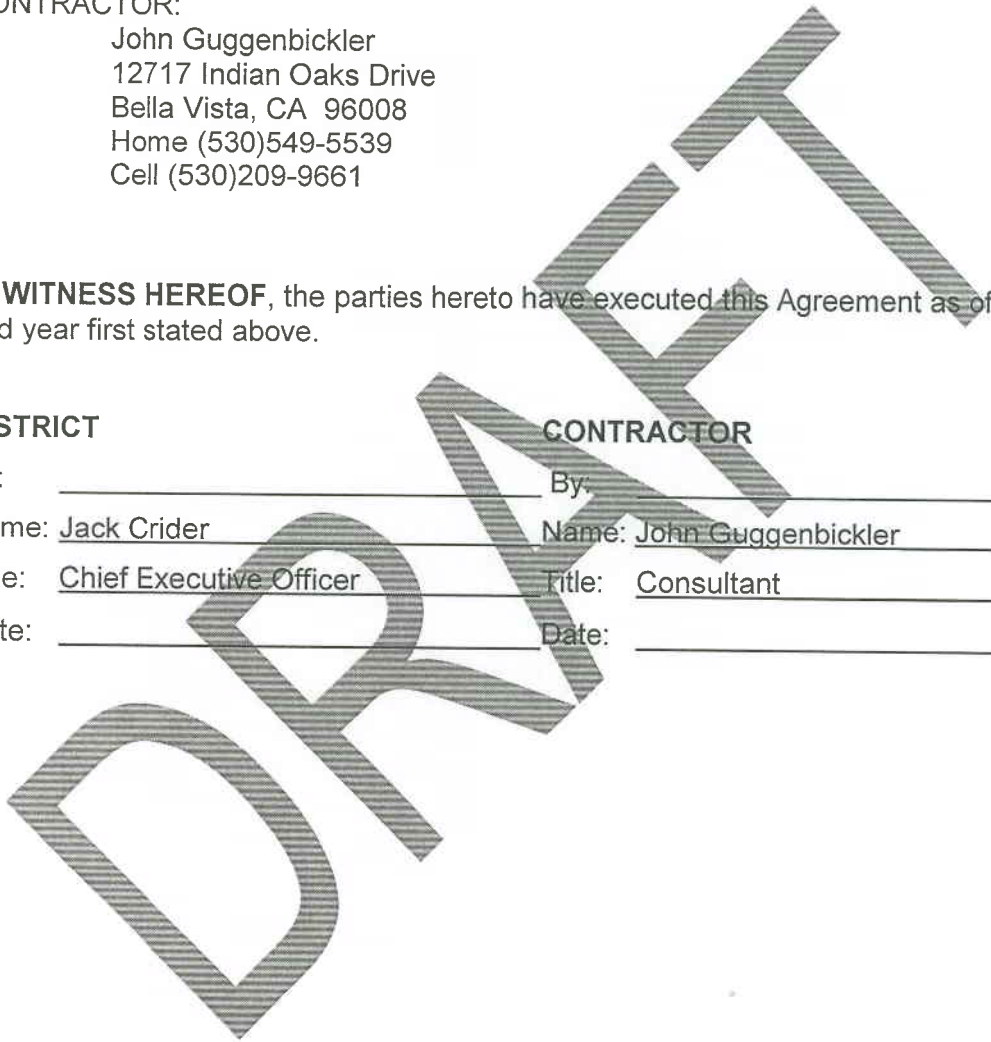
John Guggenbickler  
12717 Indian Oaks Drive  
Bella Vista, CA 96008  
Home (530)549-5539  
Cell (530)209-9661

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

**DISTRICT**

**CONTRACTOR**

By: _____	By: _____
Name: <u>Jack Crider</u>	Name: <u>John Guggenbickler</u>
Title: <u>Chief Executive Officer</u>	Title: <u>Consultant</u>
Date: _____	Date: _____





ACE INA Excess and Surplus Insurance Services, Inc.  
 455 Market Street, Suite 520  
 San Francisco, CA 94105  
 CA License # 0594384

11d

**Premises Pollution  
 Liability III Insurance  
 Policy**  
 (claims-made coverage)  
**Coverage Quotation**

**ACE ENVIRONMENTAL RISK**

**DATE:** JULY 23, 2013

**TO:** David Orleans – Willis Group  
 525 Market Street, Suite 3400, San Francisco, CA 94105  
David.Orleans@willis.com

**QUOTATION # 1** (This Quotation supersedes and replaces Quotation #N/A dated N/A.)

**SURPLUS LINES INSURER:** ILLINOIS UNION INSURANCE COMPANY

**A.M. BEST RATING:** A+ XV

**NAMED INSURED:** Humboldt Bay Harbor Recreation and Conservation District

**ADDRESS:** 601 Startare Dr, Eureka, CA 95501

**HOME STATE:** California

*FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRA) UPON THE BINDING OF THIS PLACEMENT.*

**COVERAGE A (NEW CONDITIONS)**

**INCEPTION DATE:** SEPTEMBER 1, 2013

**EXPIRATION DATE:** SEPTEMBER 1, 2016

**RETROACTIVE DATE:** SEPTEMBER 1, 2013

**COVERAGE B (PRE-EXISTING CONDITIONS)**

**INCEPTION DATE:** NOT INCLUDED

**EXPIRATION DATE:** N/A

**LIMITS / SIR / TERM / PREMIUM:**

LIMITS OF LIABILITY	SELF-INSURED RETENTION	THREE YEAR TERM PREMIUM*
\$10,000,000 PER POLLUTION CONDITION \$10,000,000 AGGREGATE ALL POLLUTION CONDITIONS	\$250,000 PER POLLUTION CONDITION	\$141,645
\$25,000,000 PER POLLUTION CONDITION \$25,000,000 AGGREGATE ALL POLLUTION CONDITIONS	\$250,000 PER POLLUTION CONDITION	\$280,795

\* The premium in this quote includes commission in an amount equal to 15% of such premium.

**TRIA PREMIUM (Optional\*):** TRIA is available for an additional 5% of the above premiums.

**COMMISSION:** 15%

**\*THE OPTIONAL TERRORISM RISK INSURANCE ACT (TRIA) PREMIUM AS QUOTED ABOVE IS THE ADDITIONAL PREMIUM THAT WILL BE INCLUDED IN THE TOTAL PREMIUM FOR THIS POLICY IF TRIA COVERAGE IS ELECTED. THIS CHARGE IS FOR TRIA COVERAGE PER THE ATTACHED DISCLOSURE LETTER. WE MUST RECEIVE A SIGNED COPY OF THE ATTACHED DISCLOSURE LETTER INDICATING THAT TRIA COVERAGE HAS BEEN ACCEPTED OR DECLINED.**

<b>TERMS &amp; CONDITIONS</b>	
<b>Covered Locations:</b>	<b>1. Former Louisiana Pacific Pulp Mill, 1 TCF Drive, Samoa, CA 95564 (APN 401-112-021).</b>
<b>Policy Form:</b>	PF-27556c (11/10) Premises Pollution Liability III Insurance Policy
<b>Additional Terms</b>	<input checked="" type="checkbox"/> Coverage A (New Conditions) Applies <input type="checkbox"/> Coverage B (Pre-existing Conditions) Applies  1. Premium is one-hundred percent (100%) Minimum-Earned as of inception of the Policy; 2. PF-30828 (09/10) – Contingent Transportation Coverage Endorsement; 3. PF-32485 (11/10) – Other Insurance (Primary) Endorsement; 4. PF-32476 (11/10) – Notice of Cancellation (90 Days) Endorsement; 5. PF-32466 (11/10) – NODS Coverage (Blanket - New Waste) Endorsement; 6. PF-32359 (11/10) – Asbestos Coverage (Bodily Injury & Property Damage Only) Endorsement; 7. PF-32443a (03/13) – Lead-Based Paint (Bodily Injury & Property Damage Only) Endorsement.
<b>Additional Exclusions</b>	1. PF-32436 (11/10) – Fungi and Legionella Exclusionary Endorsement; 2. All standard exclusions apply per policy form.
<b>TRIA Forms:</b>	<p><i>IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER FOR THE ADDITIONAL PREMIUM NOTED ABOVE, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></p> 1. PF-23728 (01/08) - Terrorism Risk Insurance Act Endorsement 2. TRIA11b (01/08) - Disclosure Pursuant To Terrorism Risk Insurance Act  <p><i>IF THE INSURED ELECTS TO DECLINE TERRORISM COVERAGE PER THE ATTACHED DISCLOSURE LETTER, THE FOLLOWING ENDORSEMENTS WILL APPLY:</i></p> 1. TRIA15c (01/08) - Policyholder Disclosure Notice of Terrorism Insurance Coverage
<b>Value-Added Services</b>	ACE Environmental Risk is committed to developing long-term relationships with our valued insureds. It is our philosophy to partner with our insureds and become an extension of their risk management team, in an effort to enhance the environmental risk management culture within their organization. Working with our insured's risk management team, ACE Environmental Risk will utilize ESIS Health, Safety and Environmental Services, an ACE loss control subsidiary, to customize and deliver quality environmental engineering risk control services focused on helping them minimize potential loss exposures.

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW, AND APPROVAL OF THE FOLLOWING, <b>PRIOR TO BINDING</b>
<b>1. Completed and signed original ACE Application.</b>
<b>2. Completed and signed copy of the attached TRIA disclosure form.</b>
<b>3. Written confirmation from the broker of the Named Insured's "Home State" as defined in the Nonadmitted and Reinsurance Reform Act (NRRA).</b>
<b>4. Completion of a satisfactory ACE engineering phone survey with the insured and environmental engineer responsible for the removal of stored chemical compounds prior to binding.</b>
<b>5. Currently valued General Liability, Property, and Environmental loss runs.</b>
<b>6. Financials.</b>



<p><b>Surplus Lines Information</b></p>	<p><b>Surplus Lines Insurer: <u>ILLINOIS UNION INSURANCE COMPANY</u></b>  Coverage will be provided on a surplus lines basis. Collection and filing of all taxes and fees is the responsibility of the producing surplus lines broker, as is inclusion of state-mandated surplus lines disclaimer language on or in the policy. Please forward a copy of your surplus lines license for our records.</p> <p>Please advise your client that ACE INA Excess and Surplus Insurance Services (AESIS) is offering this quote as representative of its affiliated surplus lines insurance company, Illinois Union Insurance Company. AESIS is not acting on behalf of your client and does not seek placements in other surplus lines markets.</p>
<p><b>Forms</b></p>	<p><b>Policy Form: <u>PF-27556c (11/10) Premises Pollution Liability III Insurance Policy</u></b>  This quotation contemplates the use of ACE USA forms, issued on the paper indicated above in this document. All terms and conditions are per those forms and endorsements unless otherwise noted herein.</p>
<p><b>OFAC</b></p>	<p><b>OFAC NOTICE: The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous Foreign agents, Front organizations, Terrorists, Terrorist organizations, and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <a href="http://www.treas.gov/ofac">http://www.treas.gov/ofac</a>. In accordance with OFAC regulations, if it is determined that you or any other proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.</b></p>
<p><b>TRIA</b></p>	<p><b>TRIA NOTICE: Presently, the Terrorism Risk Insurance Act ("TRIA") expires on 12/31/14. The premium quoted above includes a separate premium charge for terrorism coverage over the entire Policy Period. In the unlikely event that you elect to receive TRIA coverage and it is not renewed before 12/31/14, or TRIA otherwise expires at some point during the Policy Period, we will refund the unearned portion of our TRIA premium to you on a pro-rata basis. In the event that new legislation is enacted requiring the Insurer to offer coverage for terrorism that is materially different than the coverage requirements included in the current version of TRIA that expires on 12/31/14, the ACE Group of Companies reserve the right to re-price and tailor TRIA coverage to conform with the statutory requirements and risks presented in the new legislation.</b></p>
<p><b>Disclaimer</b></p>	<p>Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.</p> <p>The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.</p> <p>This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.</p>
<p><b>Premium Payment</b></p>	<p><b>IN THE EVENT COVERAGE IS BOUND, THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS FROM THE DATE OF THE INVOICE AS OUTLINED ON YOUR AGENCY'S MONTHLY STATEMENT BILL.</b></p>
<p><b>eDelivery</b></p>	<p>Acceptance of this quote indicates the insured's consent to accept delivery of the policy by electronic means, including delivery of the policy as an e-mail attachment. We will deliver the policy to the email address shown above. If the insured would like to withdraw their consent to electronic delivery and exclusively receive a printed paper copy of the policy, please contact the undersigned.</p>
<p><b>Quotation Expiration</b></p>	<p><b>THIS BINDABLE QUOTATION SHALL EXPIRE AT 5:00 pm E.S.T. on: September 1, 2013</b></p>

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Lauren Wolfe at 415-547-4439 (phone) or [lauren.wolfe@acegroup.com](mailto:lauren.wolfe@acegroup.com) (email).

ACE Environmental Risk  
Landis Knorr, CPCU  
ACE INA Excess and Surplus Insurance Services, Inc.  
CA Surplus Lines Broker License # 0D76487

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury---in concurrence with the Secretary of State, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ _____
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Illinois Union Insurance Company  
Insurance Company

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date



Application

Instructions:

- Please type or print clearly.
Answer ALL questions completely, leaving no blanks.
Provide any supporting information on a separate sheet using your letterhead and reference the applicable question number.
Check Yes or No answers.
This form must be completed, dated and signed by a principal of your Company.

Required Attachments:

- Please provide copies of your past two (2) years of audited financial statements and annual reports.
Summary of Environmental Site Assessments/Remediation (past, current, planned)
Tank Schedule (checked)
Permit Schedule (unchecked)

NOTICE TO APPLICANT: The coverage applied for is solely as stated in the policy and any endorsement thereto, which provides coverage on a CLAIMS-MADE BASIS for any claims made and reported to the Insurer, in writing, during the policy period, arising from pollution conditions resulting from covered locations.

1. Name of Applicant: Humboldt Bay Harbor, Recreation & Conservation District
Principal Contact: Jack Crider, CEO E-mail Address: jcrider@humboldtby.org
Mailing Address: P O Box 1030, Eureka, CA 95502-1030
Telephone #: 707-443-0801 Fax #: 707-443-0800
URL: http://www.humboldtby.org Date Established: 1973
Company is: [X] Other: Special District of the State of California

2. Subsidiary, predecessor, acquired, parent, affiliated, or merged firms for which coverage is requested: N/A

Table with 4 columns: Name of Firm, Date of Formation or Transaction, # of Professional Staff that Joined the Insured, % of Firm Annual Billings Assigned to the Insured.

3. Details of covered locations: (continue on a separate sheet, if necessary)

Company Name:	Street Address City, State Zip Code:	Standard Industrial Classification Code: SIC	Year Operations Began:	Facility Size: (acres or square feet)	Known Pre- existing Contamination Present? :
ABC Company	123 Yellowbrick Rd. Lawrence, KS 66044-1355	2396	1967	5.75 acres	Yes
Freshwater Tissue	1 TCF Drive Parcel A Samoa, CA	Coastal Dependent Industrial	1960	72 acres	Yes

a. If Yes, please provide details on a separate sheet. Include at a minimum:

- Prior Environmental Site Assessments (dates);
- Past, current, planned sampling/remediation; etc.

4. Insured's total gross revenues in the last filed tax return, excluding recovered expenses:

\$ 4,406,835 [for the period ending: month June year 2012]

5. Insured's estimated gross revenues for the current fiscal year: \$ 6,215,810

6. Desired effective date of coverage: 08-15-13

7. Limits of Liability and Self Insured Retention requested:

Limits of Liability:	Self Insured Retention:
Per Pollution Condition: \$ <u>10m</u>	Per Pollution Condition: \$ <u>250,000</u>
Aggregate: \$ <u>10m</u>	

8. Within the past five (5) years has the applicant purchased this type of insurance coverage?

YES  NO

a. If "Yes", please provide information regarding any such coverage and all available loss information.

9. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) been brought against the applicant or other party to the proposed insurance?

YES  NO

10. Does the applicant or other party to the proposed insurance have knowledge of any pollution conditions at any of the proposed covered locations?

YES  NO

\*See Phase 1 Report

11. At the time of signing this application, are you aware of any circumstances that may reasonably be expected to give rise to a claim against any insured?

YES  NO

\*See Phase 1 Report

If "Yes" to either 9., 10., and/or 11. above, provide a brief description of the claim or circumstance (indicate the alleged incident, location, date, type of injury, etc.). Also, please provide a summary of any steps that may have been taken to avoid or mitigate the possibility of a similar loss occurring in the future.



**\*IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.**

**BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE COMPANY THAT ALL STATEMENTS MADE IN THIS APPLICATION INCLUDING ATTACHMENTS, ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE COMPANY'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.**

**ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT. SUCH AN ACT IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

  
\_\_\_\_\_  
Signature of Authorized Applicant

\_\_\_\_\_  
Signature of Broker/Agent

Jack Crider  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

8/2/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Licensed Resident Agent  
(Where Required By Law)