

INTERIM CEO/HARBORMASTER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into as of the 1st day of October 2024 (the “Effective Date”), between the Crescent City Harbor District (hereinafter referred to as the “District”) and Mike Rademaker (hereinafter referred to as the “Interim CEO/Harbormaster” or the “Employee”). District and Interim CEO/Harbormaster are sometimes referred to in this Agreement as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Employee is currently employed by the District as Assistant Harbormaster under the terms of an Employment Agreement dated July 15, 2019, as amended on September 1, 2022; and

WHEREAS, the position of CEO/Harbormaster has become vacant, and it is the desire of the Board of Harbor Commissioners (“Board”) of the District to appoint the Employee to serve as Interim CEO/Harbormaster during this period; and

WHEREAS, the parties agree that this Interim CEO/Harbormaster Employment Agreement temporarily replaces the aforementioned Employment Agreement dated July 15, 2019, as amended on September 1, 2022, for the duration of the interim appointment; and

WHEREAS, upon completion of the Interim Harbormaster appointment, the Employee will either return to the position of Assistant Harbormaster, with all provisions of the July 15, 2019 agreement, as amended, being reinstated, or to another position as the Parties mutually agree; and

WHEREAS, the parties desire to set forth the terms and conditions of the interim appointment as Interim CEO/Harbormaster.

NOW, THEREFORE, the parties mutually agree as follows:

The terms and conditions outlined in this **Interim Harbormaster Employment Agreement** shall supersede and temporarily replace the provisions of the **July 15, 2019** Employment Agreement, as amended on **September 1, 2022**, for the duration of the Employee's appointment as Interim Harbormaster. Upon termination of this interim appointment, the Employee will either return to the position of Assistant Harbormaster, and the provisions of the **July 15, 2019** Employment Agreement, as amended, will be fully reinstated, or the parties may agree to another employment arrangement, in which case the Employee will not return to the position of Assistant Harbormaster, and a new employment contract will be executed.

AGREEMENT

1. **Duties, Acceptance of Appointment, and Hours of Work.**

1.1 Duties

The Interim CEO/Harbormaster shall perform those duties and have those responsibilities that are commonly assigned to a CEO/Harbormaster of a Harbor District in California, and as may be further set forth in the District's Code. Interim CEO/Harbormaster shall perform such other legally permissible and proper duties and functions consistent with the Office of the CEO/Harbormaster, as the Board shall from time to time assign. The Interim CEO/Harbormaster shall report to the Board, which shall also serve as appointing authority for the Interim CEO/Harbormaster. It is expected that Interim CEO/Harbormaster shall abide by the ICMA Code of Ethics. Interim CEO/Harbormaster is encouraged to participate in community and civic affairs.

1.2 Acceptance of Appointment

Employee hereby accepts the appointment as Interim CEO/Harbormaster of the Crescent City Harbor District subject to all terms and conditions set forth in this Agreement.

1.3 Hours of Work

It is recognized that Interim CEO/Harbormaster devotes a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule recognizing that the normal District work schedule is Monday through Friday, 8 AM to 5 PM. CEO/Harbormaster is exempt from paid overtime compensation.

1.4 Devotion to District Business

The position of Interim CEO/Harbormaster is full-time. The Interim CEO/Harbormaster acknowledges that the needs of the Crescent City Harbor District will remain a priority, and that no external business, educational, professional, or charitable activities should conflict with or materially interfere with the performance of these duties. However, recognizing the Employee's successful history of balancing multiple professional responsibilities over the past 14 years—including work as a Paralegal and later Assistant Harbormaster—while ensuring that there was no impairment to CCHD duties, the Board acknowledges that the Employee may continue to engage in outside work, including but not limited to work in the Information Technology field, teaching as a Community College Professor, and the pursuit of an additional graduate school degree, provided that such activities do not interfere with the

Employee's responsibilities to the District, in the sole discretion of the Board of Harbor Commissioners.

2. Term.

This Agreement shall be deemed effective for an initial term beginning on Effective Date, and continuing through March 31, 2025 ("Initial Term"), and shall remain in effect for the Initial Term, unless terminated earlier in accordance with Section 11.

3. Compensation.

3.1 Salary

District agrees to pay Interim CEO/Harbormaster, and Interim CEO/Harbormaster agrees to accept from District, as compensation for services rendered by Interim CEO/Harbormaster pursuant to this Agreement, an annual base salary, commencing on the Effective Date, in the amount of Ninety-four Thousand Dollars (\$94,000) (hereinafter "Annual Base Salary"), payable in installment payments in the same manner and at the same times as salaries of other employees of the District are paid.

The term "Annual Base Salary" as used in this Agreement shall also include any such adjustments approved by the Board other than payments not eligible to be added to the Interim CEO/Harbormaster's Annual Base Salary pursuant to the terms of any applicable salary resolution of the District. The term "Monthly Base Salary" as used in this Agreement shall mean a sum of money equal to one-twelfth (1/12) of Interim CEO/Harbormaster's Annual Base Salary as defined herein.

3.2 Health and Medical Benefits

The Interim CEO/Harbormaster will be afforded the opportunity to purchase District's Health and Medical Plans ("Plans") at the same rate as the District provides for all Plan participants and any other optional Plans or benefits at the rates offered to all other employees. Interim CEO/Harbormaster understands that the statutory minimum contribution for medical benefits, as required by PEMCHA, will be deducted from pre-tax wages of the Interim CEO/Harbormaster, should the Interim CEO/Harbormaster elect to participate in the District's PEMCHA health plan.

3.3 Pension

The District agrees to enroll the Interim CEO/Harbormaster as a member of the California Public Employees Retirement System (CalPERS) in accordance with CalPERS regulations and the District's agreement with CalPERS.

3.4 Life Insurance

District agrees to purchase and pay for during the term of this Agreement on Interim CEO/Harbormaster's behalf a term life insurance policy with a \$100,000 policy limit.

3.5 Mobile Phone Allowance.

The Interim CEO/Harbormaster shall be provided with \$100 per month for his personal mobile phone service. Should the total of Interim CEO/Harbormaster's mobile phone expense exceed \$100.00 per month, Interim CEO/Harbormaster shall be personally responsible for the amount of his monthly mobile phone bill in excess of \$100.

3.6 Additional Benefits

In addition, and except for health insurance benefits, Interim CEO/Harbormaster shall receive all such other benefits and compensation that are generally applicable to Employees of the District as of the date of this Agreement, as the same may be modified from time to time after the date of this Agreement, including but not limited to CalPERS retirement benefits, long term disability insurance, holidays, vacation, bereavement and family illness leave. In the event the Interim CEO/Harbormaster's employment is terminated, either voluntarily or involuntarily, the Interim CEO/Harbormaster shall be compensated for all accrued vacation time, all paid holidays, and all other benefits to the termination date, except for any accrued sick leave as it has no cash value.

3.7 Sick Leave Bank

Employee shall accrue sick leave at the maximum level allowed for Employees under the District's personnel policies. Any unused sick days in this bank, at the date of termination of employment under this Agreement, shall be forfeited to the District or may be converted for additional service credit for CalPERS retirement purposes should the Interim CEO/Harbormaster retire directly from the District.

3.8 Vacation Bank

Interim CEO/Harbormaster shall accrue vacation at the maximum level allowed for Employees under the District's personnel policies. Maximum accrual and cash out provisions shall be in accordance with those provided for Employees.

3.9 Required Occupancy Housing

The District requires that the Interim CEO/Harbormaster reside in housing provided by the District at 245 Anchor Way, in accordance with the same terms as those specified in the Employee's prior Employment Agreement dated July 15, 2019, as amended on September 1, 2022, for the position of Assistant Harbormaster. The housing is provided for the convenience of the District and is necessary to ensure the Interim CEO/Harbormaster's immediate availability to respond to emergencies and other

operational needs of the Harbor. No rent is due from the Employee for occupancy, as the housing is considered a working condition fringe benefit under Internal Revenue Code Section 119.

4. Performance Evaluation.

During this interim assignment, Employee is subject to the Board's evaluation of performance, at time(s) selected by the Board.

5. Bonds.

District shall bear the full cost of any fidelity or other bonds required of Interim CEO/Harbormaster under any law or ordinance.

6. General Business Expenses.

6.1 Contingent on Board approval, the District agrees to budget and pay for professional dues and subscriptions for Interim CEO/Harbormaster necessary for his continuation and participation in national, regional, state and local boards, task-forces, conferences and meetings, associations and organizations desirable for Interim CEO/Harbormaster's continued participation, professional growth, and advancement, and for the benefit of the District. At a minimum, such professional dues shall include participation in the California Association of Harbor Masters and Port Captains.

6.2 District agrees to budget and pay for travel and subsistence expenses of Interim CEO/Harbormaster for professional and official travel, board and task-force meetings, conferences, and occasions to adequately continue the professional development of Interim CEO/Harbormaster and to pursue necessary official functions for District.

6.3 District recognizes that the Interim CEO/Harbormaster may incur expenses of a non-personal, job-related nature that are reasonably necessary to the Interim CEO/Harbormaster's service to the District. The District agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted in accordance with the District's normal expenditure reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting the District's normal requirements and must be submitted within time limits established by the District.

6.4 Notwithstanding the above, to the degree the District must make budget reductions, appropriate reductions in General Business Expenses commensurate with reductions in other Districtwide accounts may be made at the sole discretion of the Board.

7. Abuse of Office or Position.

Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, if Interim CEO/Harbormaster is convicted of a crime involving an abuse of his office or

October 1, 2024, resuming upon the effective date of return to that position. Notice of re-assignment shall be provided to Employee in writing.

9.2 Resignation

Interim CEO/Harbormaster may voluntarily resign his position as Interim CEO/Harbormaster, after giving District at least fourteen (14) days written notice prior to the effective date of such resignation, unless such notice is waived in whole or part by the Board. Employee will be paid for the Interim CEO/Harbormaster assignment for the days it was performed, with the Assistant Harbormaster salary and benefits resuming upon the effective date of return to that position.

10. Other Terms and Conditions of Employment.

The District, only upon agreement with Interim CEO/Harbormaster, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Interim CEO/Harbormaster, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the District Code, or any other law, ordinance or District Resolution.

Except as otherwise provided in this Agreement, Interim CEO/Harbormaster shall be entitled to the highest level of benefits that are enjoyed by other Employees of the District as provided in the District Code, Personnel Rules and regulations, or by practice.

11. Indemnification.

11.1 District shall defend, hold harmless and indemnify Interim CEO/Harbormaster against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Interim CEO/Harbormaster's duties or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved unlawful conduct. District shall not unreasonably refuse to provide for legal representation at District's expense. Legal representation, provided by District for Interim CEO/Harbormaster, shall extend until a final determination of the legal action including any and all losses, damages, judgment, interests, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Interim CEO/Harbormaster in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Interim CEO/Harbormaster's duties under this Agreement.

11.2 District agrees to pay all reasonable litigation expenses of Interim CEO/Harbormaster throughout pendency of any District-related litigation to which Interim CEO/Harbormaster is a party, witness or advisor to the District. Such expense payments shall continue beyond Interim CEO/Harbormaster's employment with the District as long as litigation is pending. Post-employment, District agrees to pay Interim

CEO/Harbormaster for reasonable consulting fees, travel expenses and other costs, when Interim CEO/Harbormaster serves as a witness, advisor or consultant to District regarding pending litigation.

12. General Provisions.

12.1 This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or written agreements on the subject matter hereof, which may have been entered into between the Parties.

12.2 No modification or revision to this Agreement shall be of any force or effect, unless the same is in writing and executed by the Parties hereto.

12.3 Each Party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either Party.

12.4 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

12.5 Neither this Agreement, nor any right, privilege or obligation of Interim CEO/Harbormaster herein shall be assigned or transferred by him without the prior written consent of the Board. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Board, be null and void and may be considered a material breach of this Agreement.

12.6 This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be in Del Norte County.

12.7 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit or against the Party responsible for any particular language in this Agreement.

12.8 Interim CEO/Harbormaster acknowledges that he has had an opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

12.9 This Agreement may be executed in several counterparts and all documents so executed shall constitute one agreement, binding on all of the parties

hereto, notwithstanding that all of the parties did not sign the original or the same counterparts.

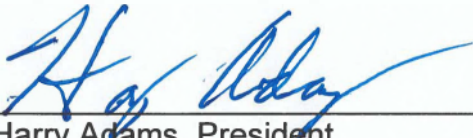
IN WITNESS WHEREOF, the Parties have executed this Interim CEO/Harbormaster Employment Agreement on the 1st day of October, 2024.

EMPLOYEE / INTERIM CEO/HARBORMASTER



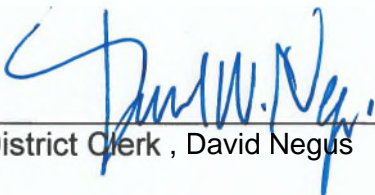
Mike Rademaker, Interim CEO/Harbormaster

CRESCENT CITY HARBOR DISTRICT



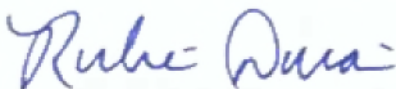
Harry Adams, President

ATTEST:



District Clerk, David Negus

APPROVED AS TO FORM:



Ruben Duran, General Counsel