

AGENDA
SPECIAL MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

May 30, 2018 – 7:00 P.M.

A. CLOSED SESSION

A closed session will be held immediately prior to the public open meeting, and will begin at 6:00 p.m. The public open meeting will begin at 7:00 p.m., or as soon thereafter as the Closed Session is concluded, and any action taken during the Closed Session will be reported out at that time.

1. Confer with real property negotiators (District Counsel and GM) regarding the Moss Landing Commercial Park pursuant to Government Code §54956.8.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Roll Call

Russ Jeffries – President
Tony Leonardini – Vice President
Vince Ferrante – Secretary
Peggy Shirrel – Commissioner
James Goulart – Commissioner

Linda G. McIntyre – General Manager
Mike Rodriguez – District Counsel
Tommy Razzeca – Assistant General Manager
Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

The President will use this opportunity to inform the public of issues affecting the District and other items of a general nature not otherwise provided for on this agenda.

D. PUBLIC COMMENTS

Members of the general public may address the Board of Harbor Commissioners regarding any item that is not on the Agenda. The President may limit the total amount of time of testimony on particular issues and for each individual speaker.

E. CONSENT CALENDAR

1. Approval of the May 3, 2018 Special Meeting Minutes.

F. FINANCIAL REPORT

2. Financial report month ending April 30, 2018.

G. MANAGER'S REPORTS

The General Manager & Assistant General Manager will make oral or written reports on the below subjects. The Board may take action as deemed necessary. The Managers may present additional reports but the Board may not take action on any item not on this Agenda.

3. Projects Status/Update
4. Community Relations; Requests/Issues
5. Summary of Permits Issued
6. Meeting Announcements
7. Liveaboard Report
8. Slip Income Report
9. Incident Report

H. COMMITTEE REPORTS

10. Finance Committee – Ferrante/Goulart
11. Elkhorn Slough Advisory Committee – Leonardini
12. Special Districts – Jeffries/Ferrante
13. Budget Committee – Leonardini/Shirrel
14. Liveaboard Committee – Goulart/Jeffries
15. Harbor Improvement Committee – Shirrel/Goulart
16. Real Property Committee I – Jeffries/Leonardini
17. Real Property Committee II – Ferrante/Shirrel
18. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written.

I. NEW BUSINESS

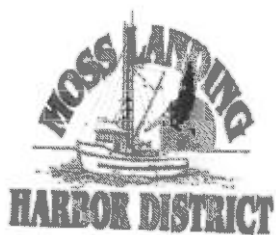
19. ITEM – Consider authorizing changes to North Harbor Building project.
 - a. Staff report
 - b. Public Comment
 - c. Board discussion
 - d. Board action
20. ITEM – Maintenance Dock Erosion Emergency Project update.
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action
21. ITEM – Consider Adopting Resolution No. 18-10 regarding the 4th Amendment to the People's Desal Reimbursement Agreement and the 3rd Amendment to the Aspen Contract
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action
22. ITEM – Consider Adopting Resolution 18-11 re OMB Super Circular Procurement Policies
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action
23. ITEM – Consider Accepting the District's policies for property, liability and public official insurance and accepting the premium finance proposal
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action
24. ITEM – Consider Adopting Resolution 18-12 Amending Resolution 17-12 increasing the consulting fee for Sealaska relating to the District's dredge project.
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action

J. COMMISSIONERS COMMENTS AND CONCERNS

Commissioners may address items of concern at this time, and may request that items be placed on future agendas in accordance with the By-laws of the Board.

K. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled for June 27, 2018 at 7:00 PM at the offices of the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals who require special accommodations are requested to contact the Assistant General Manager by emailing Razzeca@mosslandingharbor.dst.ca.us or by calling 831.633.2461 no less than 72 hours prior to the meeting or in the case of a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to Regular Meetings and 24 hours prior to Special Meetings and may be obtained by contacting the District at 831.633.5417 or by emailing the General Manager at Mcintyre@mosslandingharbor.dst.ca.us or by logging onto the District's website at www.mosslandingharbor.dst.ca.us. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



MINUTES
SPECIAL MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

May 3, 2018 – 7:00 P.M.

A. CLOSED SESSION

A closed session was held immediately prior to the public open meeting to consider the following matters:

1. Confer with real property negotiators (District Counsel and GM) regarding the Moss Landing Commercial Park pursuant to Government Code §54956.8.
2. Confer with real property negotiators (District Counsel and GM) regarding office space lease in Santa Cruz Cannery Building pursuant to Government Code §54956.8

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Open session was called to order at 7:00 pm. After the Pledge of Allegiance, roll was called:

Commissioners Present:

Russ Jeffries – President
Vince Ferrante – Secretary
Peggy Shirrel – Commissioner
James Goulart – Commissioner

Absent - Tony Leonardini – Vice President

Staff Present:

Mike Rodriguez – District Counsel
Tommy Razzeca – Assistant General Manager

Absent: Linda G. McIntyre – General Manager
Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

President Jefferies announced that the Board met in closed session and no decisions were made; direction was given to District staff and District Counsel.

D. PUBLIC COMMENTS

No public comments were made.

E. CONSENT CALENDAR

1. Approval of the March 28, 2018 Regular Meeting Minutes. A motion was made by Commissioner Shirrel, seconded by Commissioner Goulart, to approve the March 28, 2018 Minutes. The motion passed 3-0-1-1 (Commissioner Ferrante abstained and Commissioner Leonardini absent.)

F FINANCIAL REPORT

2. Financial report month ending March 31, 2018. AGM Razzeca gave the highlights. A motion was made by Commissioner Ferrante, seconded by Commissioner Shirrel, to accept the Financial Report. The motion passed 4-0-1 (Commissioner Leonardini absent).

G. MANAGER'S REPORTS

3. Projects Status/Update – written report/no questions
4. Community Relations; Requests/Issues – written report/no questions
5. Summary of Permits Issued – written report/no questions
6. Meeting Announcements –written report/no questions
7. Live aboard Report – written report/no questions
8. Slip Income Report – written report/no questions
9. Incident Report – written report/no questions

H. COMMITTEE REPORTS

10. Finance Committee – Ferrante/Goulart – nothing to report

11. Elkhorn Slough Advisory Committee – Leonardini –nothing to report
12. Special Districts – Jeffries/Ferrante – Commissioner Ferrante attended a meeting in Salinas with the Emergency Services Department in conjunction with the communications department and a brief overview of topics discussed. There also was a representative of CSDA in attendance and he gave an updated report on a few important Bills that were being presented at the State Capital.
13. Budget Committee – Leonardini/Shirrel – nothing to report
14. Live aboard Committee – Goulart/Jeffries – nothing to report
15. Harbor Improvement Committee – Shirrel/Goulart – nothing to report
16. Real Property Committee I – Jeffries/Leonardini – nothing to report
17. Real Property Committee II – Ferrante/Shirrel – nothing to report
18. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Commissioner Ferrante attended the CSDA Board of Directors meeting on April 20, 2018.

I. PUBLIC HEARING

19. ITEM – Public Hearing and Fixing of the Final Budget of the Moss Landing Harbor District for the Fiscal Year 2018-2019. Recommendation: Hold Public Hearing, receive comments and make adjustments as necessary. Fix Final Budget.
 - a. Staff report – AGM Tommy Razzeca gave the report
 - b. Open Public Hearing – Barbara Cook made comments and asked questions.
 - c. Close Public Hearing – President Jeffries closed the Public Hearing.
 - d. Board discussion – members of the Board commented on elements of the Budget, such as Commissioner training expenses and particularly the high costs of an election. President Jeffries mentioned that the General Manager will be contacting the Budget Committee regarding these issues but recommended the budget be approved.
 - e. Board action – A motion was made by Commissioner Shirrel, seconded by Commissioner Ferrante, to Fix the Final Budget. The motion passed 4-0-1 (Commissioner Leonardini absent).

J. NEW BUSINESS

20. ITEM – Maintenance Dock Erosion Emergency Project update.
 - a. Staff report – AGM Razzeca gave the report
 - b. Public comment - None
 - c. Board discussion - None
 - d. Board action - The Board by consensus indicated that emergency conditions continue to exist and the provisions of Resolution No. 17-01 should continue in full force and effect. The motion passed 4-0-1 (Commissioner Leonardini absent).
21. ITEM – Consider Adopting Ordinance No. 202 Amending “District Fee Schedule”.
 - a. Staff report – AGM Razzeca gave the report
 - b. Public comment – Barbara Cook asked questions regarding whether slipholders were paying for utilities, AGM Razzeca responded in the affirmative.
 - c. Board discussion – Board discussion ensued regarding the cost and reimbursement of amenities. AGM Razzeca commented that through conservation efforts the District was able to lower the amenity fee for our tenants in the upcoming fiscal year.
 - d. Board action – A motion was made by Commissioner Goulart, seconded by Commissioner Shirrel, to adopt Ordinance No. 202 Amending the District Fee Schedule to reflect the fees included in the 2018- 2019 budget. The motion passed 4-0-1 (Commissioner Leonardini absent).

22. ITEM – Consider Resolution 18–08 Ordering an Election, Requesting County Elections Department to Conduct the Election and Requesting Consolidation of the Election

- a. Staff report – AGM gave the report
- b. Public comment – None.
- c. Board discussion – President Jeffries questioned the wording of the resolution regarding payment of the candidate statements. District Council Rodriguez explained the wording to the satisfaction of the board.
- d. Board action - A motion was made by Commissioner Shirrel, seconded by Commissioner Goulart, to adopt Resolution No. 18-08 ordering the November 6, 2018 District Election. The motion passed 4-0-1 (Commissioner Leonardini absent).

23. ITEM – Consider authorizing the General Manager to enter into a Lease Agreement for space in the Santa Cruz Cannery Building with Veridian Advisers, LLC.

- a. Staff report – AGM Razzeca gave the report.
- b. Public comment - None
- c. Board discussion – District Counsel Rodriguez noted for the record that with respect to the resolution a typo was made and would be changed to reflect the correct amount of rent.
- d. Board action – Commissioner Ferrante made a motion to adopt the resolution noting the change needed to the monthly rent amount, seconded by Commissioner Shirrel. The motion passed 4-0-1 (Commissioner Leonardini absent).

24. ITEM – Consider designating one candidate and authorizing the G M to cast a Ballot for Election of the selected Candidate as Alternate Special District Representative to LAFCO.

- a. Staff report – AGM Razzeca gave the report
- b. Public comment- None
- c. Board discussion- The Board discussed the different candidates.
- d. Board action- President Jefferies made a motion to cast the vote for Greig Stephens, seconded by Commissioner Ferrante. The motion passed 4-0-1 (Commissioner Leonardini absent).

K. COMMISSIONERS COMMENTS AND CONCERNS

Commissioner Ferrante wanted to recognize GM McIntyre for an article written about her by Monterey Bay Fisheries Trust. Commissioner Ferrante also pointed out that he appreciated the harbor landscaping. Commissioner Goulart asked a question regarding electrical/gas usage in the harbor and the possibility of Solar. He also asked whether we make sure Pacific Grill is keeping up on their interior fire sprinklers; it was explained that the Pacific Grill building is not District-managed and that they only have a ground lease. He also inquired regarding our fire system at the Santa Cruz Cannery Building, AGM Razzeca explained how that system is serviced and by whom it is monitored.

L. ADJOURNMENT

The meeting adjourned at 8:20 pm.

Respectfully submitted,

ATTEST:

Vince Ferrante, Secretary
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District
Balance Sheet
As of April 30, 2018

	<u>Apr 30, 18</u>	<u>Apr 30, 17</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1009 · Union - Operating	65,039	79,041	-14,002	-18%
1010 · Union - M.M.	4,505,590	4,057,258	448,332	11%
1011 · Union - Payroll	33,705	35,072	-1,367	-4%
1015 · 1st Capital Bank	1,546,978	1,544,386	2,592	0%
1016 · Pinnacle Bank Interest Account		22,922	-22,922	-100%
1018 · Union Bank- Trust Account	531,542	63,282	468,260	740%
1020 · Umpqua - Restricted	1,010,617	1,009,356	1,261	0%
Total Checking/Savings	<u>7,693,971</u>	<u>6,811,817</u>	<u>882,154</u>	<u>13%</u>
Accounts Receivable				
11290 · Leases				
1282 · NNN Receivable	64,239	36,304	27,935	77%
1295 · MBARI	1,285	1,285		
Total 11290 · Leases	<u>65,524</u>	<u>37,589</u>	<u>27,935</u>	<u>74%</u>
1200 · Marina Receivables	111,809	81,578	30,231	37%
1201 · Marina - Allow for Bad Debt	-48,048	-42,395	-5,653	-13%
Total Accounts Receivable	<u>129,285</u>	<u>76,772</u>	<u>52,513</u>	<u>68%</u>
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	18,169	10,237	7,932	77%
Total 1271 · Prepaid Expenses	<u>18,169</u>	<u>10,237</u>	<u>7,932</u>	<u>77%</u>
Total Other Current Assets	<u>18,169</u>	<u>10,237</u>	<u>7,932</u>	<u>77%</u>
Total Current Assets	<u>7,841,425</u>	<u>6,898,826</u>	<u>942,599</u>	<u>14%</u>
Fixed Assets				
1650 · Construction in Progress	765,451	366,418	399,033	109%
1670 · Equipment	784,287	779,968	4,319	1%
1700 · Improvements				
1710 · NH Buildings & Improvements	7,868,580	7,868,580		
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,276,755	8,276,755		
1740 · SH Floating Docks	9,369,077	9,369,077		
Total 1700 · Improvements	<u>26,671,305</u>	<u>26,671,305</u>		
1800 · Less - Depreciation				
1805 · Equipment	-781,866	-775,690	-6,176	-1%
1810 · NH Buildings & Improvements	-3,723,695	-3,468,850	-254,845	-7%
1820 · NH Floating Docks	-507,433	-495,745	-11,688	-2%
1825 · NH Offsite Improvements	-456,610	-437,820	-18,790	-4%
1830 · SH Buildings & Improvements	-5,968,079	-5,756,524	-211,555	-4%
1840 · SH Floating Docks	-5,525,360	-5,103,601	-421,759	-8%
Total 1800 · Less - Depreciation	<u>-16,963,043</u>	<u>-16,038,230</u>	<u>-924,813</u>	<u>-6%</u>

Moss Landing Harbor District **Balance Sheet** **As of April 30, 2018**

	<u>Apr 30, 18</u>	<u>Apr 30, 17</u>	<u>\$ Change</u>	<u>% Change</u>
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	12,900,860	13,422,321	-521,461	-4%
Other Assets				
1320 · Workers Comp Deposit	200	200		
1530 · Principal Financial CS	7,389	7,389		
Total Other Assets	7,589	7,589		
TOTAL ASSETS	<u><u>20,749,874</u></u>	<u><u>20,328,736</u></u>	<u><u>421,138</u></u>	<u><u>2%</u></u>

Moss Landing Harbor District

Balance Sheet

As of April 30, 2018

	Apr 30, 18	Apr 30, 17	\$ Change	% Change
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	204,434	62,132	142,302	229%
Total Accounts Payable	204,434	62,132	142,302	229%
Other Current Liabilities				
2013 · Accrued Expenses	33,811		33,811	100%
2020 · Accrued Salaries Payable	15,509	13,574	1,935	14%
2021 · Accrued Vacation	88,372	76,043	12,329	16%
2023 · Accrued Payroll Taxes	5,646	5,318	328	6%
2030 · Customer Deposits	302,486	295,907	6,579	2%
2050 · Employee 457 Payable		-109	109	100%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	29,710	28,833	877	3%
Total 2051 · Note Interest Payable	29,710	28,833	877	3%
2080 · Prepaid Berth Fees	157,887	129,053	28,834	22%
2082 · MLCP Cost Reimb. Deposit	87,382	93,605	-6,223	-7%
2086 · Prepaid Leases				
20861 · Duke	67,282	65,183	2,099	3%
20862 · MBARI	27,807	99	27,708	27,988%
Total 2086 · Prepaid Leases	95,089	65,282	29,807	46%
2087 · Lease Deposits	14,336	14,164	172	1%
Total Other Current Liabilities	830,228	721,670	108,558	15%
Total Current Liabilities	1,034,662	783,802	250,860	32%
Long Term Liabilities				
2605 · Umpqua Loan	3,677,571	4,046,718	-369,147	-9%
Total Long Term Liabilities	3,677,571	4,046,718	-369,147	-9%
Total Liabilities	4,712,233	4,830,520	-118,287	-2%
Equity				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	9,986,555	9,417,664	568,891	6%
Net Income	-405,145	-375,681	-29,464	-8%
Total Equity	16,037,641	15,498,214	539,427	3%
TOTAL LIABILITIES & EQUITY	20,749,874	20,328,734	421,140	2%

Moss Landing Harbor District
Statement of Cash Flows
July 2017 through April 2018

Jul '17 - Apr 18

OPERATING ACTIVITIES

Net Income	-405,145
Adjustments to reconcile Net Income	
to net cash provided by operations:	
11290 · Leases:1291 · Monterey Bay Kayak	8,970
1200 · Marina Receivables	-48,078
1201 · Marina - Allow for Bad Debt	19,125
11290 · Leases:1282 · NNN Receivable	-19,239
1271 · Prepaid Expenses:1270 · Insurance	-18,169
1210 · Grants Receivable	587,412
1800 · Less - Depreciation:1805 · Equipment	17,001
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	215,828
1800 · Less - Depreciation:1820 · NH Floating Docks	10,031
1800 · Less - Depreciation:1825 · NH Offsite Improvements	24,486
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	173,982
1800 · Less - Depreciation:1840 · SH Floating Docks	345,333
2010 · Accounts Payable	113,750
2020 · Accrued Salaries Payable	8,729
2021 · Accrued Vacation	-5,204
2023 · Accrued Payroll Taxes	5,646
2030 · Customer Deposits	6,146
2080 · Prepaid Berth Fees	15,153
2086 · Prepaid Leases:20861 · Duke	12,963
2086 · Prepaid Leases:20862 · MBARI	5,969
2087 · Lease Deposits	172
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-18,344
2082 · MLCP Cost Reimb. Deposit	-6,222

Net cash provided by Operating Activities	<u>1,050,295</u>
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INVESTING ACTIVITIES

1670 · Equipment	-4,319
Net cash provided by Investing Activities	<u>-4,319</u>

FINANCING ACTIVITIES

2605 · Umpqua Loan	-369,147
Net cash provided by Financing Activities	<u>-369,147</u>

Net cash increase for period	<u>676,829</u>
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Cash at beginning of period	<u>7,017,142</u>
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Cash at end of period	<u><u>7,693,971</u></u>
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Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2017 through April 2018

	<u>Jul '17 - Apr 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,344,077	1,349,691	-5,614	100%
4112 · Qtrly/Annual Discount	-1,699	-3,000	1,301	57%
4113 · Commercial Vessel Dscnt	-10,717	-12,500	1,783	86%
4114 · Away (1 mnth) Dscnt	-1,111	-750	-361	148%
4115 · Temporary Berthing	229,928	201,667	28,261	114%
4120 · Liveaboard Fees	96,675	95,000	1,675	102%
4130 · Transient Berthing	18,899	33,250	-14,351	57%
4220 · Wait List	7,375	5,833	1,542	126%
4260 · Towing - Intra Harbor	150	600	-450	25%
4270 · Pumpouts	600	600		100%
4280 · Late Fees	32,300	25,000	7,300	129%
4282 · Recovered Lien Costs	420	500	-80	84%
Total 4100 · Berthing Income	1,716,897	1,695,891	21,006	101%
4200 · Other Income - Operations				
4225 · Merchandise	321	833	-512	39%
4230 · SH Parking	98,756	95,000	3,756	104%
4285 · Dog Fee	1,145	500	645	229%
4290 · Misc	8,120	2,000	6,120	406%
Total 4200 · Other Income - Operations	108,342	98,333	10,009	110%
Total 4000 · MARINA REVENUES	1,825,239	1,794,224	31,015	102%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2017 through April 2018

Expense	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
5200 · General & Administrative				
5100 · Advertising	2,675	3,750	-1,075	71%
5210 · Dues & Subscriptions	8,533	6,720	1,813	127%
5220 · Office Supplies				
5223 · Administration	5,155	4,010	1,145	129%
5225 · Operations	11,266	6,740	4,526	167%
Total 5220 · Office Supplies	16,421	10,750	5,671	153%
5230 · Postage & Equip Lease				
5232 · Meter Lease	647	470	177	138%
5235 · Postage	1,274	520	754	245%
Total 5230 · Postage & Equip Lease	1,921	990	931	194%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	3,373	3,300	73	102%
Total 5240 · Copier Lease & Supplies	3,373	3,300	73	102%
5250 · Telephone & Communications				
5253 · Administration	9,742	9,860	-118	99%
5255 · Operations	1,097	900	197	122%
Total 5250 · Telephone & Communications	10,839	10,760	79	101%
5260 · Professional Services				
5262 · Accounting	35,099	35,000	99	100%
5263 · Audit fees	15,000	14,500	500	103%
5265 · Legal	60,558	62,500	-1,942	97%
5268 · Computer Consulting	1,581	2,760	-1,179	57%
5269 · Payroll Processing	3,018	3,180	-162	95%
Total 5260 · Professional Services	115,256	117,940	-2,684	98%
5270 · Licenses & Permits		10	-10	
5290 · Credit Card Fees	16,834	10,980	5,854	153%
5921 · Internet Billing Service	1,726	1,680	46	103%
Total 5200 · General & Administrative	177,578	166,880	10,698	106%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	204,098	218,819	-14,721	93%
5315 · Operations	111,795	123,049	-11,254	91%
5318 · Maintenance	76,436	96,613	-20,177	79%
Total 5310 · Salaries	392,329	438,481	-46,152	89%
5330 · Payroll Taxes				
5333 · Administration	13,255	15,303	-2,048	87%
5335 · Operations	8,950	9,413	-463	95%
5338 · Maintenance	5,770	7,391	-1,621	78%
Total 5330 · Payroll Taxes	27,975	32,107	-4,132	87%
5340 · Employee Benefits				
5342 · Vehicle Allowance				
5343 · Administration	52,945	58,581	-5,636	90%
5345 · Operations	6,897	13,434	-6,537	51%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2017 through April 2018

	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
5348 · Maintenance	32,216	51,023	-18,807	63%
Total 5340 · Employee Benefits	92,058	123,038	-30,980	75%
5350 · Workers Compensation				
5353 · Administration	2,336	2,344	-8	100%
5355 · Operations	5,283	5,439	-156	97%
5358 · Maintenance	6,003	13,378	-7,375	45%
Total 5350 · Workers Compensation	13,622	21,161	-7,539	64%
5360 · Education & Training				
5363 · Administration	699		699	100%
5365 · Operations	1,200		1,200	
5368 · Maintenance	800		800	
Total 5360 · Education & Training	2,699		2,699	100%
Total 5300 · Personnel	528,683	614,787	-86,104	86%
5400 · Insurance				
5410 · Liability Insurance	101,105	100,000	1,105	101%
Total 5400 · Insurance	101,105	100,000	1,105	101%
5500 · Utilities				
5510 · Garbage	42,565	44,167	-1,602	96%
5520 · Gas and Electric	160,000	162,500	-2,500	98%
5530 · Water	23,914	26,667	-2,753	90%
5540 · Sewer	56,259	33,333	22,926	169%
Total 5500 · Utilities	282,738	266,667	16,071	106%
5600 · Operating Supplies				
5610 · Vehicles	6,216	11,500	-5,284	54%
5625 · Operations	14,711	17,500	-2,789	84%
Total 5600 · Operating Supplies	20,927	29,000	-8,073	72%
5700 · Depreciation	393,331	393,750	-420	100%
5800 · Repairs & Maintenance				
5810 · Vehicles	381	2,570	-2,189	15%
5830 · Equip Rental	4,618	7,190	-2,572	64%
5850 · Repair Materials	54,736	65,250	-10,514	84%
5860 · Outside Service Contracts	41,267	58,333	-17,066	71%
5870 · Derelict Disposal	116	25,000	-24,884	0%
Total 5800 · Repairs & Maintenance	101,118	158,343	-57,225	64%
5900 · Financial Expenses				
5920 · Bank Service Charges	6,035	3,000	3,035	201%
5990 · Bad Debt	19,125	17,833	1,292	107%
Total 5900 · Financial Expenses	25,160	20,833	4,327	121%
Total · MARINA EXPENSES	1,630,640	1,750,260	-119,621	93%
Net Ordinary Income - Marina Operations	194,600	43,964	150,636	443%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2017 through April 2018

	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegey Outfall	54,319	54,319	0	100%
4052 · MBARI - MARS Cable		1,285	-1,285	
4053 · MBARI	22,406	22,408	-2	100%
Total 4050 · Trust Lands Lease Revenue	<u>76,725</u>	<u>78,012</u>	<u>-1,287</u>	<u>98%</u>
4500 · Leases				
4501 · K-Pier Lease				
4502 · Cannery Building				
4504 · Suite 3	72,930	72,201	729	101%
4510 · Suite 6	21,579	21,367	212	101%
4511 · Suite 1 & 10	14,839	14,687	152	101%
4515 · Suite 4	70,084	69,827	257	100%
4517 · Suite 2	26,123	26,106	17	100%
4518 · Suite 5	20,064	20,391	-327	98%
4523 · Canery NNN	25,486	25,000	486	102%
Total 4502 · Cannery Building	<u>251,105</u>	<u>249,579</u>	<u>1,526</u>	<u>101%</u>
4530 · RV Lot	26,953	26,769	184	101%
4540 · Martin & Mason	25,335	23,587	1,748	107%
4560 · North Harbor				
4562 · Sea Harvest	30,193	31,667	-1,474	95%
4568 · Monterey Bay Kayaks	14,956	29,167	-14,211	51%
4572 · Pottery Planet	9,740	33,333	-23,593	29%
Total 4560 · North Harbor	<u>54,889</u>	<u>94,167</u>	<u>-39,278</u>	<u>58%</u>
Total 4500 · Leases	<u>358,282</u>	<u>394,102</u>	<u>-35,820</u>	<u>91%</u>
4600 · District Property Taxes	285,839	100,000	185,839	286%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	242,246	237,625	4,621	102%
4710 · Vending Activities				
4711 · Washer/Dryer	9,650	6,267	3,383	154%
4712 · Soda	163	400	-237	41%
Total 4710 · Vending Activities	<u>9,813</u>	<u>6,667</u>	<u>3,146</u>	<u>147%</u>
4720 · Dry Storage	50,463	50,658	-195	100%
4725 · North Harbor Use Fee	73,689	50,667	23,022	145%
4727 · Key Sales	5,472	6,292	-820	87%
4730 · NH Washdown	1,410	1,700	-290	83%
4735 · Camp/RV	1,857	3,700	-1,843	50%
4740 · Equipment Rental		350	-350	
4751 · Permits	5,764	8,500	-2,736	68%
4765 · Faxes, Copies & Postage	19	40	-21	48%
4770 · Surplus Auction/Sales		50	-50	
Total 4700 · Other Revenues & Concessions	<u>390,733</u>	<u>366,249</u>	<u>24,484</u>	<u>107%</u>
4800 · Interest				
4841 · Union Bank Interest	475	167	308	284%
4843 · First Capital Bank	2,058	1,250	808	165%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2017 through April 2018

	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
4846 · Umpqua Interest	1,009	625	384	161%
Total 4800 · Interest	3,542	2,042	1,500	173%
Total 4400 · LEASE AND OTHER INCOME	1,115,121	940,405	174,716	119%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	91,727	91,727	0	100%
Total 7100 · Interest Expense	91,727	91,727	0	100%
7200 · Other Financial Expenses				
7221 · CSDA Dues	6,358	6,050	308	105%
7230 · LAFO Administrative Charges	6,411	6,411		100%
Total 7200 · Other Financial Expenses	12,769	12,461	308	102%
5700 · Depreciation	393,331	393,750	-420	100%
7300 · Commissioner Expenses				
7320 · Monthly Stipend	11,400	10,000	1,400	114%
7321 · Employer Payroll Taxes	872	1,000	-128	87%
7330 · Incurred Expenses	1,229	1,350	-121	91%
Total 7300 · Commissioner Expenses	13,501	12,350	1,151	109%
Total 7000 · LEASE AND OTHER EXPENSES	511,328	510,288	1,040	100%
Net Ordinary Income - Lease & Other Operations	603,794	430,117	173,677	140%
Net Ordinary Income - Combined Operations	798,393	474,081	324,312	168%

Moss Landing Harbor District

Profit & Loss Budget vs. Actual

July 2017 through April 2018

	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	257,754	150,000	107,754	172%
8201 · Reimbursable expenses	-105,413	150,000	-255,413	-70%
Total 8001 · Cost Reimbursements	<u>152,341</u>	<u>300,000</u>	<u>-147,659</u>	<u>51%</u>
Total Other Income	<u>152,341</u>	<u>300,000</u>	<u>-147,659</u>	<u>51%</u>
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	116,848	750,000	-633,152	16%
9053 · Dock Maintenance	11,810	30,000	-18,190	39%
9054 · Sea Lion Deterrent Fencing		25,000	-25,000	
9125 · North Harbor Parking Lot LTG	2,700			
9250 · Security Camera		5,000	-5,000	
9305 · Piling Replacement Proj. - Dist	6,593			
9309 · New NH Building	964,959	3,300,000	-2,335,041	29%
9310 · NH Hotel	83,555			
9430 · NH Restoration	139,197			
9750 · Office Computers	1,157	25,000	-23,843	5%
9800 · Dock Replacement	29,058	150,000	-120,942	19%
Total 9000 · CAPITAL PROJECT EXPENSES	<u>1,355,877</u>	<u>4,285,000</u>	<u>-2,929,123</u>	<u>32%</u>
Total Other Expense	<u>1,355,877</u>	<u>4,285,000</u>	<u>-2,929,123</u>	<u>32%</u>
Net Other Income	<u>-1,203,536</u>	<u>-3,985,000</u>	<u>2,781,464</u>	<u>30%</u>
Net Income	<u><u>-405,143</u></u>	<u><u>-3,510,919</u></u>	<u><u>3,105,776</u></u>	<u><u>12%</u></u>

Moss Landing Harbor District

Profit & Loss YTD Comparison

July 2017 through April 2018

	Jul '17 - Apr 18	Jul '16 - Apr 17	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,344,077	1,293,920	50,157	4%
4112 · Qtrly/Annual Discount	-1,699	-3,154	1,455	46%
4113 · Commercial Vessel Dscnt	-10,717	-11,097	380	3%
4114 · Away (1 mnth) Dscnt	-1,111	-721	-390	-54%
4115 · Temporary Berthing	229,928	234,366	-4,438	-2%
4120 · Liveaboard Fees	96,675	99,770	-3,095	-3%
4130 · Transient Berthing	18,899	30,590	-11,691	-38%
4220 · Wait List	7,375	8,112	-737	-9%
4260 · Towing - Intra Harbor	150	300	-150	-50%
4270 · Pumpouts	600	1,000	-400	-40%
4280 · Late Fees	32,300	25,298	7,002	28%
4282 · Recovered Lien Costs	420	1,220	-800	-66%
Total 4100 · Berthing Income	1,716,897	1,679,604	37,293	2%
4200 · Other Income - Operations				
4225 · Merchandise	321	1,683	-1,362	-81%
4230 · SH Parking	98,756	79,498	19,258	24%
4285 · Dog Fee	1,145	1,225	-80	-7%
4290 · Misc	8,120	170	7,950	4,676%
Total 4200 · Other Income - Operations	108,342	82,576	25,766	31%
Total 4000 · MARINA REVENUES	1,825,239	1,762,180	63,059	4%

Moss Landing Harbor District

Profit & Loss YTD Comparison

July 2017 through April 2018

Expense	Jul '17 - Apr 18	Jul '16 - Apr 17	\$ Change	% Change
5200 · General & Administrative				
5100 · Advertising	2,675	5,827	-3,152	-54%
5210 · Dues & Subscriptions	8,533	6,634	1,899	29%
5220 · Office Supplies				
5223 · Administration	5,155	3,009	2,146	71%
5225 · Operations	11,266	6,336	4,930	78%
Total 5220 · Office Supplies	16,421	9,345	7,076	76%
5230 · Postage & Equip Lease				
5232 · Meter Lease	647	387	260	67%
5235 · Postage	1,274	65	1,209	1,860%
Total 5230 · Postage & Equip Lease	1,921	452	1,469	325%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	3,373	3,182	191	6%
Total 5240 · Copier Lease & Supplies	3,373	3,182	191	6%
5250 · Telephone & Communications				
5253 · Administration	9,742	9,086	656	7%
5255 · Operations	1,097	706	391	55%
Total 5250 · Telephone & Communications	10,839	9,792	1,047	11%
5260 · Professional Services				
5262 · Accounting	35,099	32,913	2,186	7%
5263 · Audit fees	15,000	14,500	500	3%
5265 · Legal	60,558	153,309	-92,751	-60%
5268 · Computer Consulting	1,581	2,986	-1,405	-47%
5269 · Payroll Processing	3,018	2,854	164	6%
Total 5260 · Professional Services	115,256	206,562	-91,306	-44%
5270 · Licenses & Permits		10	-10	-100%
5290 · Credit Card Fees	16,834	10,058	6,776	67%
5921 · Internet Billing Service	1,726	1,520	206	14%
Total 5200 · General & Administrative	177,578	253,382	-75,804	-30%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	204,098	214,423	-10,325	-5%
5315 · Operations	111,795	108,573	3,222	3%
5318 · Maintenance	76,436	70,582	5,854	8%
Total 5310 · Salaries	392,329	393,578	-1,249	-0%
5330 · Payroll Taxes				
5333 · Administration	13,255	16,251	-2,996	-18%
5335 · Operations	8,950	15,403	-6,453	-42%
5338 · Maintenance	5,770	5,428	342	6%
Total 5330 · Payroll Taxes	27,975	37,082	-9,107	-25%
5340 · Employee Benefits				
5343 · Administration	52,945	62,180	-9,235	-15%
5345 · Operations	6,897	19,924	-13,027	-65%
5348 · Maintenance	32,216	37,277	-5,061	-14%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2017 through April 2018

	Jul '17 - Apr 18	Jul '16 - Apr 17	\$ Change	% Change
Total 5340 · Employee Benefits	92,058	119,381	-27,323	-23%
5350 · Workers Compensation				
5353 · Administration	2,336	3,000	-664	-22%
5355 · Operations	5,283	5,870	-587	-10%
5358 · Maintenance	6,003	6,670	-667	-10%
Total 5350 · Workers Compensation	13,622	15,540	-1,918	-12%
5360 · Education & Training				
5363 · Administration	699	429	270	63%
5365 · Operations	1,200	1,009	191	19%
5368 · Maintenance	800		800	100%
Total 5360 · Education & Training	2,699	1,438	1,261	88%
Total 5300 · Personnel	528,683	567,019	-38,336	-7%
5400 · Insurance				
5410 · Liability Insurance	101,105	104,871	-3,766	-4%
Total 5400 · Insurance	101,105	104,871	-3,766	-4%
5500 · Utilities				
5510 · Garbage	42,565	43,173	-608	-1%
5520 · Gas and Electric	160,000	170,000	-10,000	-6%
5530 · Water	23,914	22,435	1,479	7%
5540 · Sewer	56,259	32,167	24,092	75%
Total 5500 · Utilities	282,738	267,775	14,963	6%
5600 · Operating Supplies				
5610 · Vehicles	6,216	6,417	-201	-3%
5625 · Operations	14,711	14,636	75	1%
Total 5600 · Operating Supplies	20,927	21,053	-126	-1%
5700 · Depreciation	393,331	393,331		
5800 · Repairs & Maintenance				
5810 · Vehicles	381	354	27	8%
5830 · Equip Rental	4,618	2,783	1,835	66%
5850 · Repair Materials	54,736	28,606	26,130	91%
5860 · Outside Service Contracts	41,267	75,884	-34,617	-46%
5870 · Derelict Disposal	116	278	-162	-58%
Total 5800 · Repairs & Maintenance	101,118	107,905	-6,787	-6%
5900 · Financial Expenses				
5920 · Bank Service Charges	6,035	3,563	2,472	69%
5990 · Bad Debt	19,125	17,000	2,125	13%
Total 5900 · Financial Expenses	25,160	20,563	4,597	22%
Total · MARINA EXPENSES	1,630,640	1,735,899	-105,259	-6%
Net Ordinary Income - Marina Operations	194,600	26,282	168,318	640%

Moss Landing Harbor District

Profit & Loss YTD Comparison

July 2017 through April 2018

	Jul '17 - Apr 18	Jul '16 - Apr 17	\$ Change	% Change
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	54,319	52,732	1,587	3%
4052 · MBARI - MARS Cable		1,285	-1,285	-100%
4053 · MBARI	22,406	21,200	1,206	6%
Total 4050 · Trust Lands Lease Revenue	76,725	75,217	1,508	2%
4500 · Leases				
4501 · K-Pier Lease		5,558	-5,558	-100%
4502 · Cannery Building				
4504 · Suite 3	72,930	70,726	2,204	3%
4510 · Suite 6	21,579	20,865	714	3%
4511 · Suite 1 & 10	14,839	14,177	662	5%
4515 · Suite 4	70,084	67,385	2,699	4%
4517 · Suite 2	26,123	25,424	699	3%
4518 · Suite 5	20,064	19,971	93	0%
4523 · Canery NNN	25,486	26,823	-1,337	-5%
Total 4502 · Cannery Building	251,105	245,371	5,734	2%
4530 · RV Lot	26,953	25,833	1,120	4%
4540 · Martin & Mason	25,335	22,898	2,437	11%
4541 · SH Spare Office		1,772	-1,772	-100%
4560 · North Harbor				
4562 · Sea Harvest	30,193	28,716	1,477	5%
4568 · Monterey Bay Kayaks	14,956	43,147	-28,191	-65%
4572 · Pottery Planet	9,740	31,518	-21,778	-69%
Total 4560 · North Harbor	54,889	103,381	-48,492	-47%
Total 4500 · Leases	358,282	404,813	-46,531	-11%
4600 · District Property Taxes	285,839	271,489	14,350	5%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	242,246	235,404	6,842	3%
4710 · Vending Activities				
4711 · Washer/Dryer	9,650	8,572	1,078	13%
4712 · Soda	163	493	-330	-67%
Total 4710 · Vending Activities	9,813	9,065	748	8%
4720 · Dry Storage	50,463	47,333	3,130	7%
4725 · North Harbor Use Fee	73,689	52,180	21,509	41%
4727 · Key Sales	5,472	5,141	331	6%
4730 · NH Washdown	1,410	1,119	291	26%
4735 · Camp/RV	1,857	4,702	-2,845	-61%
4751 · Permits	5,764	5,542	222	4%
4765 · Faxes, Copies & Postage	19	43	-24	-56%
Total 4700 · Other Revenues & Concessions	390,733	360,529	30,204	8%
4800 · Interest				
4841 · Union Bank Interest	475	105	370	352%
4843 · First Capital Bank	2,058	2,553	-495	-19%
4845 · SBB Interest		199	-199	-100%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2017 through April 2018

	Jul '17 - Apr 18	Jul '16 - Apr 17	\$ Change	% Change
4846 · Umpqua Interest	1,009	1,260	-251	-20%
Total 4800 · Interest	3,542	4,117	-575	-14%
Total 4400 · LEASE AND OTHER INCOME	1,115,121	1,116,165	-1,044	-0%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	91,727	96,963	-5,236	-5%
Total 7100 · Interest Expense	91,727	96,963	-5,236	-5%
7200 · Other Financial Expenses				
7221 · CSDA Dues	6,358	6,026	332	6%
7230 · LAFO Administrative Charges	6,411	5,589	822	15%
Total 7200 · Other Financial Expenses	12,769	11,615	1,154	10%
5700 · Depreciation	393,331	393,331		
7300 · Commissioner Expenses				
7310 · Election Costs		150	-150	-100%
7320 · Monthly Stipend	11,400	8,700	2,700	31%
7321 · Employer Payroll Taxes	872	666	206	31%
7330 · Incurred Expenses	1,229	1,918	-689	-36%
Total 7300 · Commissioner Expenses	13,501	11,434	2,067	18%
Total 7000 · LEASE AND OTHER EXPENSES	511,328	513,343	-2,015	0%
Net Ordinary Income - Lease & Other Operations	603,794	602,823	971	0%
Net Ordinary Income - Combined Operations	798,393	629,104	169,289	27%

Moss Landing Harbor District

Profit & Loss YTD Comparison

July 2017 through April 2018

	Jul '17 - Apr 18	Jul '16 - Apr 17	\$ Change	% Change
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	257,754	147,362	110,392	75%
8201 · Reimbursable expenses	-105,413	-9,206	-96,207	-1,045%
Total 8001 · Cost Reimbursements	<u>152,341</u>	<u>138,156</u>	<u>14,185</u>	<u>10%</u>
Total Other Income	<u>152,341</u>	<u>138,156</u>	<u>14,185</u>	<u>10%</u>
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	116,848	6,392	110,456	1,728%
9052 · NH Wharf Entrance Repair		6,931	-6,931	-100%
9053 · Dock Maintenance	11,810		11,810	100%
9125 · North Harbor Parking Lot LTG	2,700		2,700	100%
9302 · Tsunami shoreline repairs		745,974	-745,974	-100%
9305 · Piling Replacement Proj. - Dist	6,593		6,593	100%
9309 · New NH Building	964,959	51,817	913,142	1,762%
9310 · NH Hotel	83,555		83,555	100%
9430 · NH Restoration	139,197		139,197	100%
9750 · Office Computers	1,157		1,157	100%
9800 · Dock Replacement	29,058	331,826	-302,768	-91%
Total 9000 · CAPITAL PROJECT EXPENSES	<u>1,355,877</u>	<u>1,142,940</u>	<u>212,937</u>	<u>19%</u>
Total Other Expense	<u>1,355,877</u>	<u>1,142,940</u>	<u>212,937</u>	<u>19%</u>
Net Other Income	<u>-1,203,536</u>	<u>-1,004,784</u>	<u>-198,752</u>	<u>-20%</u>
Net Income	<u><u>-405,143</u></u>	<u><u>-375,680</u></u>	<u><u>-29,463</u></u>	<u><u>-8%</u></u>

Moss Landing Harbor District

A/P Aging Summary

As of April 30, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Airgas	82.10	0.00	0.00	0.00	0.00	82.10
Aspen Environmental Group	49,776.02	0.00	0.00	0.00	0.00	49,776.02
AT&T	149.69	0.00	0.00	0.00	0.00	149.69
Auto Care Towing	441.00	0.00	0.00	0.00	0.00	441.00
Blue Shield of California	0.00	-115.73	0.00	0.00	0.00	-115.73
CalPERS	0.00	-3,907.19	0.00	0.00	0.00	-3,907.19
Central Coast Systems, Inc.	105.00	0.00	0.00	0.00	0.00	105.00
Chris Kramer	0.00	281.30	0.00	0.00	0.00	281.30
Cintas	475.22	0.00	0.00	0.00	0.00	475.22
Damm Good Water	61.60	0.00	0.00	0.00	0.00	61.60
Dilbeck & Sons, Inc.	118,353.04	0.00	0.00	0.00	0.00	118,353.04
Doug Simpson	0.00	575.00	0.00	0.00	0.00	575.00
Haro, Kasunich and Assoc. Inc.	696.25	0.00	0.00	0.00	0.00	696.25
J.V. Orta's	445.50	0.00	0.00	0.00	0.00	445.50
Jarvis, Fay, Doperto & Gibson, LLP	5,510.00	0.00	0.00	0.00	0.00	5,510.00
Jym Gritzfeld	337.85	0.00	0.00	0.00	0.00	337.85
Linda G. McIntyre	0.00	-400.00	0.00	0.00	0.00	-400.00
Monterey Regional Waste Management Dist.	730.00	0.00	0.00	0.00	0.00	730.00
MP Express	317.44	0.00	0.00	0.00	0.00	317.44
Office Team	1,216.68	0.00	0.00	0.00	0.00	1,216.68
Pajaro Valley Lock Shop	0.00	187.64	0.00	0.00	0.00	187.64
Pajaro/Sunny Mesa C.S.D.	2,180.20	0.00	0.00	0.00	0.00	2,180.20
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Premium Assignment Corporation	0.00	-11,454.65	0.00	0.00	0.00	-11,454.65
Principal Financial	0.00	-147.08	0.00	0.00	0.00	-147.08
Rabobank	1,010.79	0.00	0.00	0.00	0.00	1,010.79
Redshift	0.00	0.00	136.85	0.00	0.00	136.85
Sea Engineering, Inc.	2,405.00	0.00	0.00	0.00	0.00	2,405.00
Social Vocational Services, Inc.	0.00	-1,073.57	0.00	0.00	0.00	-1,073.57
U.S. Bank	928.10	0.00	0.00	0.00	0.00	928.10
VALIC	4,374.30	0.00	0.00	0.00	0.00	4,374.30
Verizon Wireless	141.67	0.00	0.00	0.00	0.00	141.67
Vision Sevice Plan	0.00	-102.78	0.00	0.00	0.00	-102.78
Wald, Ruhnke & Dost Architects, LP	50,166.44	0.00	0.00	0.00	0.00	50,166.44
West Marine Pro	340.45	0.00	0.00	0.00	0.00	340.45
William Ghioriso	209.70	0.00	0.00	0.00	0.00	209.70
TOTAL	240,454.04	-36,157.06	136.85	0.00	0.00	204,433.83

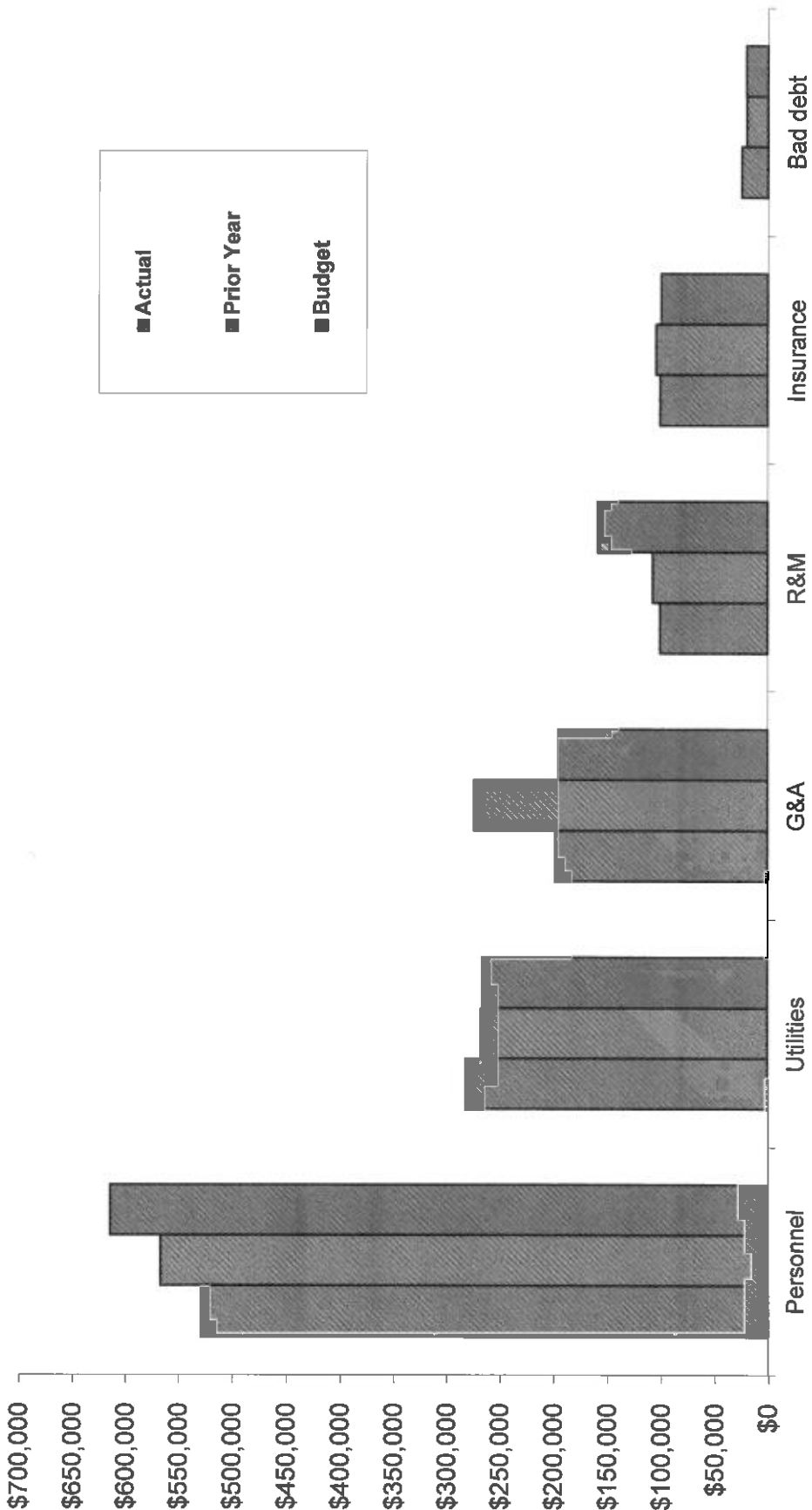
Moss Landing Harbor District
Warrant Listing
As of April 30, 2018

Type	Date	Num	Name	Amount
1009 - Union - Operating				
Bill Pmt -Check	04/03/2018	17979	J.V. Orta's	-445.50
Bill Pmt -Check	04/03/2018	17980	Salinas Automatic Transmissions	-4,319.14
Bill Pmt -Check	04/10/2018	17981	A.L. Lease	-94.08
Bill Pmt -Check	04/10/2018	17982	ABC Fire Protection & Safety, Inc.	-685.00
Bill Pmt -Check	04/10/2018	17983	ACE Hardware Prundale	-8.72
Bill Pmt -Check	04/10/2018	17984	Airgas	-84.59
Bill Pmt -Check	04/10/2018	17985	Ambient Air	-1,519.13
Bill Pmt -Check	04/10/2018	17986	AT&T	-149.78
Bill Pmt -Check	04/10/2018	17987	Auto Care Towing	-922.00
Bill Pmt -Check	04/10/2018	17988	Byte Technology	-37.50
Bill Pmt -Check	04/10/2018	17989	CalPERS	-3,907.19
Bill Pmt -Check	04/10/2018	17990	Carmel Marina Corporation	-975.72
Bill Pmt -Check	04/10/2018	17991	Cintas	-468.47
Bill Pmt -Check	04/10/2018	17992	Cynthia Lynch	-349.50
Bill Pmt -Check	04/10/2018	17993	Damm Good Water	-66.95
Bill Pmt -Check	04/10/2018	17994	Dilbeck & Sons, Inc.	-254,054.02
Bill Pmt -Check	04/10/2018	17995	Global Equipment Company	-318.30
Bill Pmt -Check	04/10/2018	17996	Haro, Kasunich and Assoc. Inc.	-974.75
Bill Pmt -Check	04/10/2018	17997	Konica Minolta Premier Finance	-291.97
Bill Pmt -Check	04/10/2018	17998	Linda G. McIntyre	-400.00
Bill Pmt -Check	04/10/2018	17999	Monterey Bay Diving	-655.00
Bill Pmt -Check	04/10/2018	18000	Monterey One Water	-12,854.83
Bill Pmt -Check	04/10/2018	18001	Office Team	-1,839.86
Bill Pmt -Check	04/10/2018	18002	Pajaro Valley Lock Shop	-22.78
Bill Pmt -Check	04/10/2018	18003	Pajaro/Sunny Mesa C.S.D.	-1,933.96
Bill Pmt -Check	04/10/2018	18004	PG&E	-20,000.00
Bill Pmt -Check	04/10/2018	18005	Pitney Bowes Global Financial Svc LLC	-129.30
Bill Pmt -Check	04/10/2018	18006	Principal Financial	-147.08
Bill Pmt -Check	04/10/2018	18007	Rabobank	-673.86
Bill Pmt -Check	04/10/2018	18008	Redshift	-138.90
Bill Pmt -Check	04/10/2018	18009	Sanctuary Stainless	-139.27
Bill Pmt -Check	04/10/2018	18010	Sealaska Engineering & Applied Sciences	0.00
Bill Pmt -Check	04/10/2018	18011	Shirley Burek	-764.50
Bill Pmt -Check	04/10/2018	18012	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	04/10/2018	18013	Sunrise Express	-48.75
Bill Pmt -Check	04/10/2018	18014	ThyssenKrupp Elevator - 042	-611.32
Bill Pmt -Check	04/10/2018	18015	U.S. Bank	-2,009.22
Bill Pmt -Check	04/10/2018	18016	VALIC	-2,916.20
Bill Pmt -Check	04/10/2018	18017	Vision Sevice Plan	-102.78
Bill Pmt -Check	04/10/2018	18018	WASH	-202.08
Bill Pmt -Check	04/10/2018	18019	Carmel Marina Corporation	-2,824.76
Bill Pmt -Check	04/10/2018	18020	Carmel Marina Corporation	-678.00
Bill Pmt -Check	04/12/2018	18021	Premium Assignment Corporation	-11,454.65
Bill Pmt -Check	04/16/2018	18022	Blue Shield of California	-115.73

Moss Landing Harbor District
Warrant Listing
As of April 30, 2018

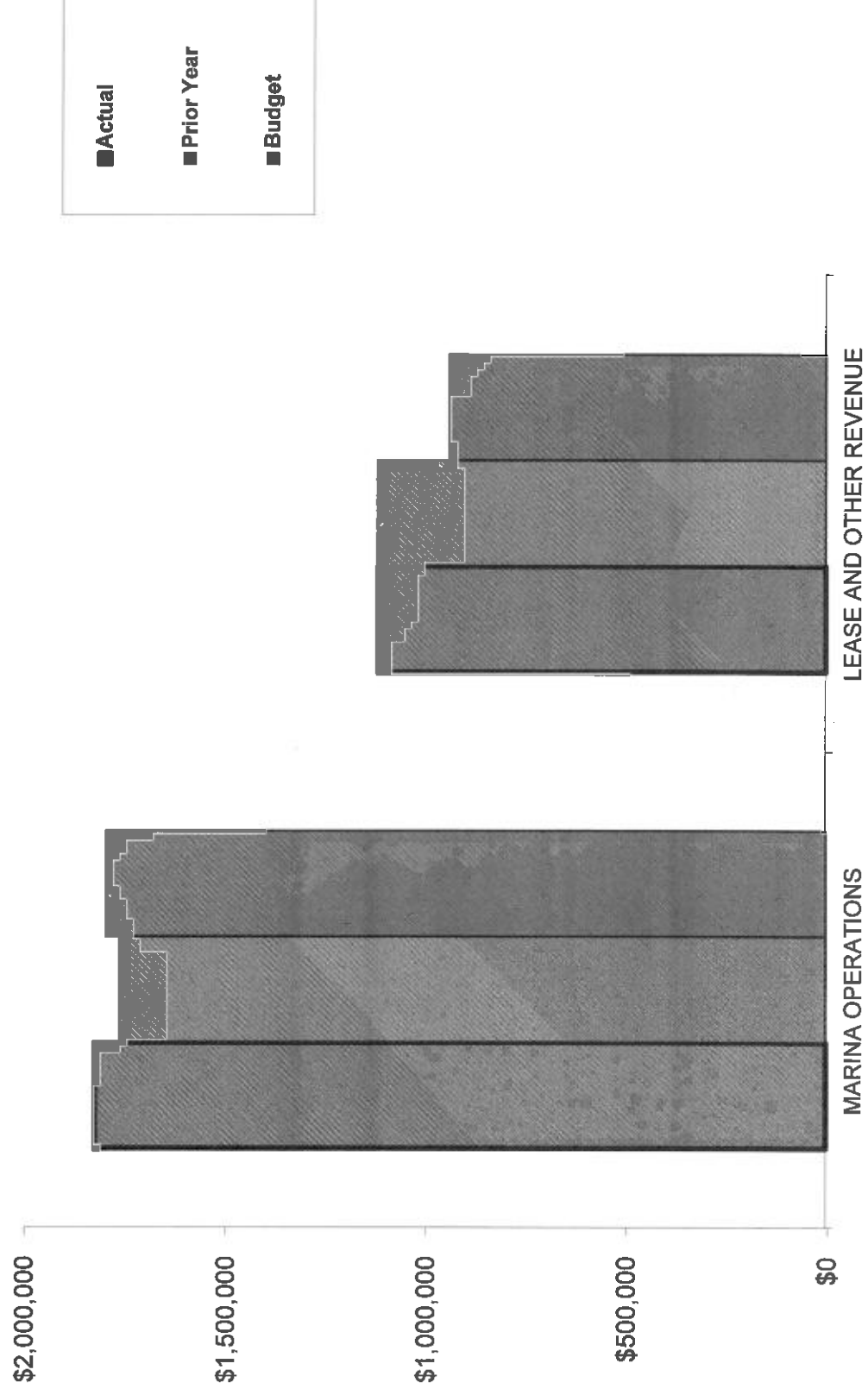
Type	Date	Num	Name	Amount
Bill Pmt -Check	04/19/2018	18023	CalPERS	-3,907.19
Bill Pmt -Check	04/20/2018	18024	CalPERS	-42.06
Bill Pmt -Check	04/24/2018	18025	A.L. Lease	-15.82
Bill Pmt -Check	04/24/2018	18026	Aspen Enviornmental Group	-16,377.49
Bill Pmt -Check	04/24/2018	18027	AT&T	-513.81
Bill Pmt -Check	04/24/2018	18028	Auto Care Towing	-252.00
Bill Pmt -Check	04/24/2018	18029	Central Coast Systems, Inc.	-345.00
Bill Pmt -Check	04/24/2018	18030	Corralitos Electric	-412.00
Bill Pmt -Check	04/24/2018	18031	Frank Bruno	-525.00
Bill Pmt -Check	04/24/2018	18032	Home Depot	-573.90
Bill Pmt -Check	04/24/2018	18033	Jarvis, Fay, Doporto & Gibson, LLP	-4,830.00
Bill Pmt -Check	04/24/2018	18034	John Hope	-1,056.85
Bill Pmt -Check	04/24/2018	18035	MP Express	-2,912.12
Bill Pmt -Check	04/24/2018	18036	Office Depot	-67.75
Bill Pmt -Check	04/24/2018	18037	Office Team	-607.51
Bill Pmt -Check	04/24/2018	18038	Revel Enviornmental Manufacturing , Inc.	-260.00
Bill Pmt -Check	04/24/2018	18039	Robert Corrales	-340.00
Bill Pmt -Check	04/24/2018	18040	ROI Safety Services, LLC	-2,400.00
Bill Pmt -Check	04/24/2018	18041	Sea Engineering, Inc.	-2,682.50
Bill Pmt -Check	04/24/2018	18042	Sealaska Engineering & Applied Sciences	0.00
Bill Pmt -Check	04/24/2018	18043	Sunrise Express	-48.75
Bill Pmt -Check	04/24/2018	18044	Tom's Septic Construction	-524.00
Bill Pmt -Check	04/24/2018	18045	Valero Marketing and Supply Company	-205.04
Bill Pmt -Check	04/24/2018	18046	Veritiv Operating Company	-1,790.77
Bill Pmt -Check	04/24/2018	18047	Verizon Wireless	-141.67
Bill Pmt -Check	04/24/2018	18048	Wald, Ruhnke & Dost Architects, LP	-35,193.75
Bill Pmt -Check	04/24/2018	18049	Sealaska Engineering & Applied Sciences	-10,520.15
Bill Pmt -Check	04/24/2018	18050	Wendy L. Cumming, CPA	-2,386.69
Bill Pmt -Check	04/26/2018	18051	AT&T	-216.47
Bill Pmt -Check	04/26/2018	18052	Hodges Consulting Services	-1,240.90
Bill Pmt -Check	04/26/2018	18053	Jarvis, Fay, Doporto & Gibson, LLP	-5,845.30
Bill Pmt -Check	04/26/2018	18054	Sealaska Engineering & Applied Sciences	-12,430.68
Check	04/30/2018			-337.87
Total 1009 - Union - Operating				-440,411.75
TOTAL				-440,411.75

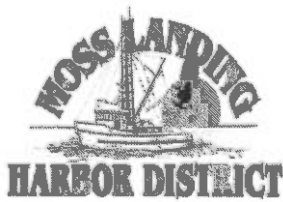
Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
April 30, 2018



**** Expenses Exclude Dredging, Depreciation and Interest Expenses****

Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
April 30, 2018





BOARD OF COMMISSIONERS
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James R. Goulart

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ASSISTANT GENERAL MANAGER
Tommy Razzeca

STAFF REPORT

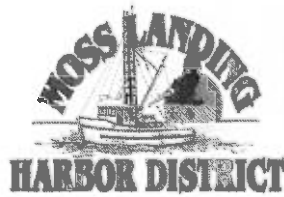
Tommy Razzeca, Assistant General Manager

ITEM NUMBER 3 – PROJECT STATUS BOARD MEETING OF MAY 30, 2018

1. Dredging project: Our long term maintenance dredge permit is in the last throes of approval, we are waiting on USFW biological opinion which has been written but is in review before release to the USACE and CCC. Once the USACE and CCC receive the biological opinion we expect to receive our long term dredge permit. Our consultant has taken sediment samples and is now in the analysis stage for determination of offshore disposal suitability. Once complete, and assuming the agencies agree to the disposal plan related to clean sediments, we will produce our bid documents so we can move forward with contracting a dredger and scheduling the dredge event. As of now this year's dredge event is on track to begin in the fall.

2. North Harbor Building project: The project has experienced some slow movement due to a number of delaying factors (i.e. pouring, curing and delivering support piles; encountering and removing obstacles blocking pile driving to depth, sewer line depth, fire suppression low water pressure, PG & E scheduling, relocation of water line, etc.). However the contractor, architect and MLHD staff have worked cooperatively to resolve the issues and minimize delays. Over the past couple of weeks many issues have been resolved and the project is gaining momentum and moving forward.

3. Pile Replacement/A Dock repair project: We are currently scheduling a start date with our contractor Associated Pacific Constructors, Inc. (APC) for replacement of the A dock pile damaged by the research vessel *Rachel Carson*. Staff intends to piggy back on the A dock pile driving project to complete the maintenance dock piles while APC is on site. As of May 4th 2018 APC was given a "Notice to Proceed" which allows them 90 days to complete the project, however staff believes that the work will begin in June and we are hopeful that it will be completed by our next Board meeting.



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Assistant General manager
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STAFF REPORT

ITEM NUMBER 4 – COMMUNITY RELATIONS, REQUESTS, ISSUES BOARD MEETING OF MAY 30, 2018

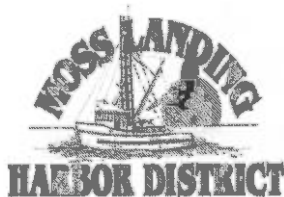
1. As a result of being notified by the Monterey County Elections Department that the cost for election services to the District is estimated at **\$700,000** if more candidates are on the ballot than the seats available, the GM contacted the President of the Special Districts Association of Monterey County (SDAMC) and requested that he invite the Registrar of Voters to an upcoming meeting. I am hoping he can explain why the costs have more than doubled, how a small District like ours can afford these costs and what savings might be realized if we went to an all-mail ballot.

2. 30 Room Hotel Project Application: you may recall that we received a checklist from the County of reports and assessments that would be required to deem our applications complete. Most of the items have been assigned, are in progress or are complete. Having a little trouble retaining an archeologist but there are no biological issues, GM spoke to the traffic consultant and that looks promising; the conceptual grading and drainage engineer drawings have been completed; electrical drawings completed for the NH Hotel.

Fisherman's Dorm/Café: Preliminary Site Plan has been updated to reflect the existing concrete seawall, reduced parking area available and walk layout. Updated cad drawings have been forwarded to all consultants for updating. Dorm floor plans have been completed, a 3D model of the building and site has been created and the exterior elevations are being studied. Preliminary views and elevations are being finalized for presentation to MLHD.

A 6 month extension within which to provide the required list of reports and assessments was requested by us and granted by the County. The District/consultant has until December 11, 2018 to comply.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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ASSISTANT GENERAL MANAGER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 5 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF MAY 30, 2018

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2018	Current	Facilities Use	01/01/2019
Monterey Bay Hydrobikes	2/4/2018	Current	Facilities Use	2/4/2019
Blue Ocean Whale Watch	2/8/2018	Current	Facilities Use	2/8/2019
Whisper Charters	2/28/2018	Current	Facilities Use	2/28/2019
Kahuna Sportfishing	3/17/2018	Current	Facilities Use	3/17/2019
REI Outdoor School	3/24/2018	Current	Facilities Use	3/24/2019
Fast Raft	3/28/2018	Expired	Non-Renewed	3/28/2019
MBARI-Otter Studies	4/1/2018	Current	Facilities Use	4/1/2019
Stap-Marine Life Studies	4/15/2018	Expired	Non-Renewed	4/15/2019
Venture Quest Kayaking	5/16/2018	Current	Pending	5/16/2019
Kayak Connection	5/18/2018	Current	Pending	5/18/2019
Secret Harbor Charters		Pending		
Sanctuary Cruises	6/7/2017	Current	Facilities Use	6/7/2018
Sea Goddess Whale Watching-Tours	6/10/2017	Current	Facilities Use	6/10/2018
Sea Goddess Whale Watching-Souvenirs	6/10/2017	Current	Peddlers	6/10/2018
MBARI-Slough Test Moorings	6/27/2017	Current	Facilities Use	6/27/2018
Elkhorn Slough Safari - Souvenirs	10/1/2017	Current	Peddlers	10/1/2018
Elkhorn Slough Safari - tours	10/1/2017	Current	Facilities Use	10/1/2018
Blue Water Ventures	10/31/2017	Current	Facilities Use	10/31/2018
Wild Fish-Vicki Crow	11/20/2017	Current	Peddlers	11/20/2018



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Assistant General Manager
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 6 – MEETING ANNOUNCEMENTS BOARD MEETING OF MAY 30, 2018

Monterey Bay National Marine Sanctuary Advisory Council (SAC) 2018 Meeting Schedule.
For information contact Nichole Rodriguez, nichole.rodriguez@noaa.gov; 831.647.4206

June 15th
Cambria

August 17th
Marina

October 19th
Salinas

December 14th
Monterey

Monterey County Fish and Game Advisory Commission – Meetings are on the 2nd Tuesday of even months. <http://www.co.monterey.ca.us/bcandc/fishgame.html>

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Tommy Razzeca

STAFF REPORT

**ITEM NUMBER 7 - LIVEABOARD REPORT
BOARD MEETING OF MAY 30, 2018**

Pursuant to Ordinance Code §6.110 D) 1), attached is the report containing the names of all permitted liveaboard vessels and all persons living aboard. The permits for these liveaboards have automatically renewed through the last day of this month. As of this writing, there is one (0) revocation action pending.

Name

1. Anderson, T.
2. Brenta T.
3. Bohigian, D.
4. Burns, P.
5. Byrnes, K.
6. Callahan, T.
7. Cayuela, R.
8. Michael, McVay
9. Clark, N.
10. Cloer, J./Ajuria M.
11. Chambers, B.
12. Comendant, T.
13. Clark D.
14. Degnan, P.
15. Powers, P
16. Elwell, G.
17. Faneuf, C.
18. Felicano, J.
19. Graham, D.
20. Harrington, H.
21. Ho, R.
22. Heatley, J.
23. Jerred, D.
24. Groom D
25. Jones, H.
26. Jones, T.
27. Johnson, J. /LaFever M.
28. Kampas, B.

Vessel

Lanikai CF 4134N
Teri Leigh 936915
Finesse, CF 3764 ET
Tralfamadore, CF 9430 GL
Grand Slam, CF 4540 FE
Deb on Air, CF 3174 HA
Rachel Angelet, CF 6969 UB
Gaviota, CF 4863 FP
China Cloud, ON 999772
Laurie, CF 2688 EX
Pyxis, ON 984193
Mariah, CF 9747 GR
Seaside Escape CF 4356 HW
No Name, CF 8344 GT
No Name, CF 0333 EU
Pearl, ON 557575
Sandpiper, CF 6280 EU
Takara, CF 3767 AS
Shelter Dog, ON 593068
Isle of View, ON 997142
Carolynn Ann CF 5796 FG
Darla Jean, CF 2303 UN
Westwind, CF8564 GM
Phoenix, CF 5084 GJ
Laetare, CF 5495 YB
Sanity, CF 5249 SC
Aztlan, ON 281903
Tee-Time CF 5670 UY

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

29. Knudson L./Knudson A.
30. Malone, RJ
31. Larke, R.
32. Burnett
33. Maris, T.
34. Guggenheim, Charles
35. Nieman J.
36. Niswonger, R.
37. Nunes, D.
38. Otis, T.
39. Guzman, Francisco
40. Phillips, A
41. Velaquez A/ Velaquez R
42. Raaphorst, D./Raaphorst M.
43. Reins, D.
44. Rotger, M.
45. Roulet, J.
46. Piro, Daniel
47. Krone, Michael
48. Stegmann, R.
49. Stark, H.
50. Baugh, R.
51. Thomas, B.
52. Tufts, M./P Wiseman
53. Whaley, C/ Whaley C.
54. Wolinski, Peter
55. Waters, J./Waters, M.
56. Kevin Antos/ Schmitt, M.
57. Herrick Andrews
58. Kim Richardson
59. Tony Brenta
60. Bowler, J

Spellbound, ON 082155
Francis w, CF 2017 UZ
Rhiannon, CF 8551 CA
Zinful CF5419 JG
Nimble, CF 3730 KB
Comfiance, ON 971499.
Inia, ON 1074183
Illusion, CF 0836 TA
Auroora, ON 676686
Blue Moon, CF 1886 GT
Rosie II CF 7754 GG
Odyle, ON 559168
Lorraine CF 0533 JL
Spirit, ON 664971
Second Paradise, ON 912484
Raven, ON 241650
Double Eagle, ON 519846
Gulf Star CF 6082 GL
No Name CF 4219 HE
Wild Goose, ON 589319
Outta Here, CF 8370 EA
Yada Yada, CF 7881 GZ
Coho, CF 9974 KK
Enchantress, CF 0878 SX
Karuna, ON 653218
Ramona, ON 1114657
No Name CF 5670 GD
The Office CF 8031 SB
Sea Free ON 613387
Sophie CF 0533 JL
Teri Leigh ON 936915
Myrtle Mae, CF 3187 FN

Total Number Vessels: 60
 Total Number Persons: 69
 Pending Applications -0-



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GENERAL MANAGER
HARBORMASTER
Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 8 - SLIP INCOME REPORT BOARD MEETING OF MAY 30, 2018

Slip Rates 2017/2018 per linear foot:

Assigned: \$7.55/ft./month
Temporary: \$11.65/ft./month
Transient: \$1.25/ft./day

INCOME

April 2018

\$164,341

April 2017

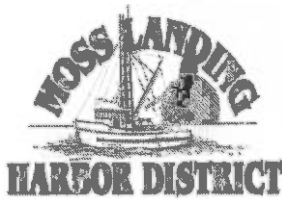
\$153,963

April 2018 Budget

\$162,261

For the month, slip income is coming in above budget by \$2,080. Slip income is higher than prior year by \$10,578, due to higher assigned berthing revenue.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Assistant General Manager
Tommy Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM 9 - INCIDENT REPORT
BOARD MEETING OF MAY 30, 2018

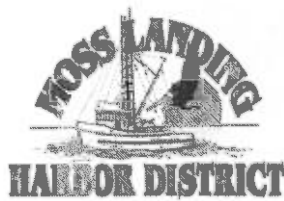
5/12/18 A Harbor tenant reported some life jackets missing from his vessel. Staff asked the tenant to file a report with the Monterey County Sheriff.

5/19/18 A woman attending a meeting in the Harbor conference room tripped and fell while walking to her car in the parking lot. Harbor staff witnessed the fall and went to see if she was injured. Others attending the meeting also came to the aid of the woman who left with a family member with the intention of seeking medical attention for her ankle.

5/19/18 A young boy and his grandfather became stranded in the Elkhorn Slough while kayaking. At the request of North County Fire on duty staff members took the Harbor skiff into the slough and were able to help. Both kayakers were retrieved by staff and no injuries were reported.

No further incidents as of 5/22/18

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

ITEM NUMBER 19 – AUTHORIZE CHANGES TO NH BUILDING PROJECT BOARD MEETING OF MAY 30, 2018

1. Sewer Line & Lift Station: The NH Building plan calls for the existing sewer and new sewer service to be connected to a new lift station at a bid cost of approximately \$40,000. Because of the previously unknown 9' depth of the existing sewer service the work required to follow the design would result in extra, unforeseen work by the contractor above the bid price resulting in additional costs of approximately \$25,000. Staff worked with our Architect and Contractor and believes we have 2 other options that would save District a substantial amount of money:

- A. Continue with the original design adding a new sewer lift station and paying additional **costs** of approximately \$25,000 for a total expenditure of approximately \$65,000.
- B. Cap the new sewer pipe in the current location, leaving the sewer connection/lift station as a future tenant improvement, resulting in a **credit** of \$38,250 and saving the District a total of \$63,250 but requiring future line location, asphalt removal and asphalt repair.
- C. Tap the new sewer service line into the existing North Harbor lift station supplying sewer service to the building, resulting in a **credit** of \$32,495 saving the District a total of \$57,495 (Staff recommendation).

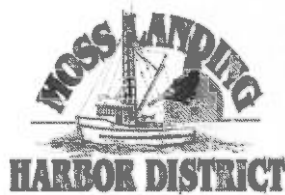
2. Custom Awning: Current plans call for a decorative custom awning at a cost of \$36,000. Design work costing \$2500 had already begun when staff discussed with the Architect the fact that the future use of the building was unknown at this time; spending \$36,000 on a decorative awning that may or may not be suited to the future use of the building and may or may not conform to the taste of the future Tenant might not be a wise expenditure. The integrity and appearance of the building will not be negatively impacted by leaving this as an item of Tenant Improvements and will save the District \$33,500 in the form of a **credit**.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

Staff recommends that the Board:

Approve Item 1.C above, authorizing staff to accept a credit of \$32,495 and direct the Contractor to tap the new sewer line into the existing lift station, and

Approve Item 2 above, authorizing staff to accept a credit of and remove the fabrication and installation of the custom awning from the plans.



BOARD OF COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
Margaret "Peggy" Shirrel, Ph.D.
James Goulart

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Linda G. McIntyre, Esq.

ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM NUMBER 20 – UPDATE - MAINTENANCE DOCK EROSION EMERGENCY PROJECT BOARD MEETING OF MAY 30, 2018

Resolution 17-01 declaring the Maintenance Dock Erosion an emergency project, adopted last year states that Staff and the Board shall review the status of the emergency at every regularly scheduled meeting to determine whether the emergency can be terminated.

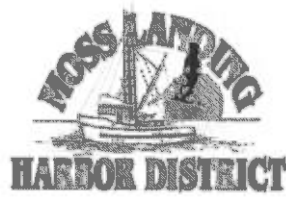
Our marine engineer Paul Roberts has reiterated his original opinion that we need to immediately work on installing bank stabilization and infilling where the bank has eroded away.

Adding to the emergency situation was the failure of the two piles holding up the ramp to the Maintenance Dock which now requires 2 new piles to be driven. Hindering our attempt at a speedy resolution, the Army Corps indicated our project does not constitute an emergency according to their definition and we had to file another application permitting the pile installation. Furthermore, an incident involving the research vessel *Rachel Carson* caused damage to District infrastructure which requires an additional pile be driven to repair that damage.

Associated Pacific Constructors Inc. is currently scheduling the A dock Pile replacement work which we will piggy back on to complete the maintenance dock piles. APC Inc. was provided a "Notice to Proceed" on May 4th which allows them 90 days to have the project completed, however we expect the work to take place and be completed sometime in the month of June 2018. Once APC Inc. has completed the pile installation District staff will have Don Chapin Company back on site and the project will be completed in its entirety.

The Board should indicate on the record by simple consensus that emergency conditions continue to exist and that the provisions of Resolution 17-01 should continue in full force and effect.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Linda G. McIntyre, Esq.

ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

ITEM NUMBER 21 - CONSIDER APPROVAL OF A "FOURTH AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN MOSS LANDING HARBOR DISTRICT, NADER AGHA, AND THE MOSS LANDING COMMERCIAL PARK, LLC" AND "PROFESSIONAL SERVICES AGREEMENT, AMENDMENT 3" BETWEEN THE DISTRICT AND ASPEN ENVIRONMENTAL GROUP (RESOLUTION NO. 18-10) BOARD MEETING OF MAY 30, 2018

The District, Nader Agha ("Agha"), and Moss Landing Commercial Park, LLC ("MLCP") entered into a Reimbursement Agreement (the "Agreement") in March of 2014, by which Agha/MLCP agreed to reimburse the District for all costs for staff services, planning and engineering services, legal services and other consulting services related to MLCP's "People's Moss Landing Water Desal Project" ("the Project"). At the time the Agreement was executed, District and Agha/MLCP were discussing and attempting to determine whether the District could assume lead agency status for purposes of evaluation of the Project pursuant to the provisions of the California Environmental Quality Act ("CEQA") and the possibility that the District itself would have some stake in the project.

Subsequent to the execution of the Agreement, the District determined that it had an adequate legal basis to claim the right to act as the lead CEQA agency for the Project. The Agreement was amended so as to establish the District's right to reimbursement for the District's efforts as lead agency, including but not limited to reimbursement for the retention of a consultant, Aspen Environmental Group ("Aspen") and to perform a peer review of the Environmental Impact Report ("EIR") being prepared for the Project by MLCP's consultant. A Second Amendment to the Agreement was prepared and executed in 2016 in order to allow the District to coordinate its duties and responsibilities as a CEQA Lead Agency with the duties of the Monterey Bay National Marine Sanctuary ("Sanctuary") as Lead Agency for the Project for purposes of analysis pursuant to the National Environmental Policy Act ("NEPA"). Although the Sanctuary has not yet confirmed its status as NEPA Lead Agency for the Project, the thought was that the District and the Sanctuary would retain a single consultant team to assist in the oversight of the preparation of a joint EIR/EIS for the Project.

An Administrative Draft of the EIR was completed in 2016 and the District's consultant, Aspen, provided extensive and detailed comment on the same. After several meetings concerning the need for revisions, as well as possible additional studies and reports, Agha/MLCP inquired as to whether the District and Aspen were willing to allow Aspen to

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

actually prepare (as opposed to review) a Preliminary Administrative Draft EIR/EIS for the Project. Aspen replied in the affirmative and provided a conditioned estimate, summary of work and proposed timeline for the preparation of the EIR/EIS; this was addressed in the Second Amendment to Aspen's contract in January 2018. The Preliminary Administrative Draft EIR/EIS will be a complete and fully-formatted document, ready for the first round of review by the District and the NEPA Lead Agency, now confirmed as being the Sanctuary.

Agha/MLCP has now requested that Aspen take on preparation of the complete Draft and Final EIR/EIS, including other related tasks, and all required review and revision by the District and the Sanctuary. Agha/MLCP has had the opportunity to review the Aspen proposal and has agreed with both the terms and cost of Aspen's work.

In light of the foregoing, it is necessary to have the Board consider approval of two documents:

1. A Fourth Amendment to the Reimbursement Agreement Between the Moss Landing Harbor District, Nader Agha and the Moss Landing Commercial Park, LLC that memorializes the fact that the District has now taken on the responsibility, through its consultant Aspen, for the preparation of the complete Draft and Final EIR/EIS for the Project, and that Nader Agha and MLCP have agreed to reimburse the District for the cost of all such efforts, including the preparation of the aforesaid document, coordination of work with the Sanctuary, and all Staff work related thereto.

2. A Third Amendment to the Professional Services Agreement between the Moss Landing Harbor District and Aspen Environmental Group for the preparation of the complete Draft and Final EIR/EIS for the Project, including incorporation of information required by the Sanctuary as the NEPA lead agency.

Staff recommends that the Board consider adopting Resolution No. 18 -10 approving the foregoing amendments to the respective agreements and authorizing the General Manager to execute the same.

RESOLUTION NO. 18-10

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT APPROVING A “FOURTH” AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN THE MOSS LANDING HARBOR DISTRICT, NADER AGHA AND THE MOSS LANDING COMMERCIAL PARK, LLC AND “PROFESSIONAL SERVICES AGREEMENT, AMENDMENT 3” BETWEEN THE DISTRICT AND ASPEN ENVIRONEMENTAL GROUP, AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE SAID AGREEMENTS

WHEREAS, The Moss Landing Harbor District (“District”), and Nader Agha and the Moss Landing Commercial Park, LLC (collectively, “MLCP”), entered into a Reimbursement Agreement (the “Agreement”) in March of 2014, by which MLCP agreed to reimburse the District for all costs for staff services, planning and engineering services, legal services and other consulting services related to MLCP’s “People’s Moss Landing Water Desal Project” (the “Project”); and

WHEREAS, the Agreement has been amended three times, once to cover reimbursement of the costs associated with District’s consent to become lead agency for the Project, including but not limited to reimbursement for the retention of a consultant, Aspen Environmental Group (“Aspen”), to perform a peer review of an Environmental Impact Report (“EIR”) prepared for the Project by MLCP’s consultant; a second time to allow the District to coordinate its duties and responsibilities as a CEQA Lead Agency with the duties of the Monterey Bay National Marine Sanctuary (“Sanctuary”) as Lead Agency for the Project for purposes of Project analysis pursuant to the National Environmental Protection Act (“NEPA”), and a third time to allow the District to employ Aspen to prepare a Preliminary Administrative Draft EIR/EIS; and

WHEREAS, MLCP has inquired as to whether the District and Aspen are willing to allow Aspen to prepare the complete Draft and Final EIR/EIS for the Project, including all required support tasks; Aspen replied in the affirmative and has provided a conditioned estimate and summary of work and proposed timeline for the preparation of the complete Draft and Final EIR/EIS, and MLCP has reviewed and approved Aspen’s proposal; and

WHEREAS, District has no objections to the proposed change in District’s and Aspen’s role in the preparation of a complete Draft and Final EIR/EIS; and

WHEREAS, consent to take on additional duties as set forth above will require an amendment to the existing Reimbursement Agreement between the District and MLCP to cover costs for the District’s expanded duties, and an amendment to the Agreement for services between the District and Aspen.

NOW THEREFORE, BE IT RESOLVED, that the Board of Harbor Commissioners of the Moss Landing Harbor District hereby approves the “Fourth Amendment to the Reimbursement Agreement Between the Moss Landing Harbor District, Nader Agha and the Moss Landing Commercial Park, LLC,” a copy of which is attached hereto as Exhibit “A,” and

by this reference incorporated herein in its entirety, and further authorizes and direct the General Manager to execute the same on behalf of the District.

BE IT FURTHER RESOLVED that the Board hereby approves “Professional Services Agreement, Amendment 3” between the District and Aspen Environmental Group, a copy of which is attached hereto as Exhibit “B,” and by this reference incorporated herein in its entirety, and further authorizes and directs the General Manager to execute the same on behalf of the District.

CERTIFICATION

Resolution 18-10 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a regular meeting of the Board held on May 30, 2018, a quorum present and acting throughout, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

**FOURTH AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN MOSS
LANDING HARBOR DISTRICT, AND NADER AGHA AND THE
MOSS LANDING COMMERCIAL PARK, LLC**

THIS FOURTH AMENDMENT TO REIMBURSEMENT AGREEMENT ("Fourth Amendment") is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California ("DISTRICT"), Nader Agha, an individual, and The Moss Landing Commercial Park, LLC ("PROPONENT"), collectively referred to herein as "the Parties," and is made with reference to the following facts.

A. The Parties have entered into that certain "Reimbursement Agreement" (the "Agreement"), dated March 28, 2014, by which PROPONENT agreed to reimburse DISTRICT for all costs for staff services, planning and engineering services, legal services, and other consultant services incurred in negotiating DISTRICT's lead agency status for PROPONENT's "People's Moss Landing Water Desal Project ("Project"). The efforts of the Parties in this regard were premised on the belief that DISTRICT's assumption of lead agency status was conditioned on the preparation, approval and execution of an agreement that would establish some form of structured public-private partnership with respect to the Project between the Parties.

B. Subsequent to the execution of the Agreement, the Parties determined that the need for the DISTRICT to issue discretionary construction permits for the Project intake and outfall lines, and the need to negotiate leases and use agreements related to said lines, provided an adequate basis for the DISTRICT to claim the legal right to lead agency status for the Project. As such, the Parties entered into a First Amendment to the Agreement by which the DISTRICT assumed Lead Agency status for the purpose of oversight of the preparation of the appropriate review document for the Project in accordance with California Environmental Quality Act ("CEQA"), as well as duties associated with subsequent consideration and possible approval of the Project. The First Amendment served to establish the DISTRICT's rights and duties as lead agency, and modified Section 2 of the Agreement so as to provide for PROPONENT's reimbursement for all costs associated with the DISTRICT's lead agency status.

C. In addition to CEQA analysis, the Parties verified that the Project will also be subject to analysis pursuant to the National Environmental Policy Act ("NEPA.") The Parties proceeded on the assumption that The Monterey Bay National Marine Sanctuary ("Sanctuary") would agree to be the lead agency for purposes of NEPA analysis, once a complete application is provided.

D. In order to avoid delays with federal contracting procedures, minimize PROPONENT'S costs, and facilitate efficient contract administration, DISTRICT agreed to coordinate its duties and responsibilities as a CEQA Lead Agency with the Sanctuary's duties and responsibilities as a NEPA Lead Agency for the preparation of a comprehensive single CEQA/NEPA review document. As such, a Second Amendment to the Agreement was approved and executed by the Parties that provided the District with the authority to coordinate with the

Sanctuary to retain consultants necessary to assist in oversight of the preparation of a joint EIR/EIS document for use by DISTRICT and the Sanctuary, to have DISTRICT Staff, agents and consultants perform any and all work associated with NEPA review of the Project (including but not limited to planning, engineering, legal and environmental work), and to be reimbursed for the costs of any and all such efforts. In exercising these duties, DISTRICT was granted complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of NEPA. (See 42 USC Section 4321 et seq.)

E. Subsequent to DISTRICT's review and comment on PROPONENT'S First Administrative Draft EIR, PROPONENT requested that DISTRICT'S environmental consultant revise and prepare a complete Preliminary Administrative Draft EIR/EIS for submission to DISTRICT and Sanctuary staff for review. DISTRICT's consultant agreed to prepare a Preliminary Administrative Draft EIR/EIS for DISTRICT and Sanctuary use, subject to specific conditions, and a Third Amendment to the Agreement, based on the consultant's proposed summary of services and estimate of attendant costs for such work, was approved and executed by the Parties.

F. After a meeting with representatives of the PROPONENT, the DISTRICT, and the SANCTUARY on April 17, 2018, PROPONENT requested that the DISTRICT's environmental consultant prepare complete CEQA and NEPA documentation for the Project, including a public Draft EIR/EIS and Final EIR/EIS. DISTRICT's consultant has agreed to prepare a public Draft EIR/EIS and Final EIR/EIS, subject to specific conditions, and PROPONENT has approved said consultant's proposed summary of services and estimate of attendant costs for such work. All of said matters have necessitated the preparation of this Fourth Amendment to the Agreement.

IT IS THEREFORE AGREED:

1. All of the recitals set forth above are true and correct to the best knowledge of the Parties, and by this reference are incorporated herein.

2. The Parties agree that DISTRICT, in coordination with the Sanctuary, is authorized to retain consultant(s) necessary for the preparation of a Draft EIR/EIS and Final EIR/EIS for the Project, prepared pursuant to the provisions of CEQA and NEPA, for use by DISTRICT and the Sanctuary, subject to any and all terms and conditions set forth in agreements between DISTRICT and said consultants, as well as to have DISTRICT Staff, agents and consultants perform any and all work associated with the preparation of said documents, and to be reimbursed for the costs of any and all such services and efforts. In performing and/or contracting for these duties, DISTRICT shall maintain complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of the NEPA. (See 42 USC Section 4321 et seq.) The Public Draft EIR/EIS and Final EIR/EIS will be complete and fully formatted

documents, incorporating all comments and mandated responses. DISTRICT's consultant shall be authorized to retain an independent project liaison to the Sanctuary, who will report directly to the Sanctuary Project Manager at the Sanctuary office in Monterey, California. It is understood and agreed by DISTRICT and PROPONENT that DISTRICT'S obligation hereunder does not include the preparation of studies, designs, documents and materials that DISTRICT, in its sole discretion, determines are necessary for the completion of the Draft EIR/EIS or Final EIR/EIS, but outside the scope of services to be performed by DISTRICT and/or its consultants, including but not limited to; 1) the provision or preparation of engineering studies, technical studies, design documents, and other related materials that DISTRICT determines are necessary for the completion of the description of the proposed project in the Draft EIR/EIS, and, 2) preparation of outside agency required engineering studies, drawings and design specifications, and all marine biology and water quality studies, including but not limited to the following studies- a. Biological Assessment in Support of Endangered Species Act Section 7 Consultation, b. Plankton/Larval Study, c. Benthic Sampling to Characterize Seabed Habitats (at intake and outfall sites), d. Subsurface Feasibility Study (as required by Regional Water Board), and, e. Brine Entrainment and Discharge Modeling.

3. Section 2 of the Agreement, which describes the work for which DISTRICT may be reimbursed, is hereby amended to specifically include all rights set forth in Paragraph 2 above.

4. Nothing in this Fourth Amendment shall be construed to prohibit and/or prevent DISTRICT from exercising its right to terminate its status as Lead Agency, or to terminate any other obligation, commitment, or attendant consulting agreement pursuant to the terms of the Agreement, the First Amendment, the Second Amendment, the Third Amendment or this Fourth Amendment. The Parties agree that under circumstances in which DISTRICT terminates its efforts to provide consultants and services related to NEPA analysis, PROPONENT and the Sanctuary would be responsible for negotiating and entering into separate agreements for such services.

5. Unless otherwise modified herein, or in the event of a direct conflict herewith, all other provisions of the Agreement and the First, Second and Third Amendments, copies of which are attached hereto as Attachments A, B, C and D, and by this reference are incorporated herein, shall remain in full force and effect. Nothing contained in this Fourth Amendment is meant to prohibit, modify, or in any way impact the right of the Parties to continue to negotiate a DISTRICT stakeholder's interest in the Project, subject to the reimbursement provisions set forth in the Agreement.

MOSS LANDING HARBOR DISTRICT, a
subdivision of the State of California

By _____
Linda G. McIntyre, General Manager

Dated _____

MOSS LANDING COMMERCIAL PARK, LLC

By: _____
Nader Agha, Manager

Dated _____

By: _____
Nader Agha, Individually

Dated _____

EXHIBIT
A
RESO 18.10

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California, ("DISTRICT") and Nader Agha, an individual and The Moss Landing Commercial Park, LLC ("PROPONENT"), collectively referred to herein as "The Parties," and is made with reference to the following facts:

A. PROPONENT approached DISTRICT in March of 2013 with a proposal that DISTRICT assume the status of "lead agency" pursuant to provisions of the California Environmental Quality Act ("CEQA") for purposes of performing the environmental analysis of PROPONENT's "People's Moss Landing Water Desal Project ("Project"). Since this date, DISTRICT has expended time and money in making an initial determination as to whether said status could legally be attained by DISTRICT.

B. Project specifics are as follows:

Project Description:

The Project consists of a desalination plant, located in the Moss Landing Harbor District on the former National Refractories & Minerals Plant site, that will operate by drawing water from the Moss Landing Harbor and/or existing on-site wells, processing said water to remove magnesium and sodium salts, and disposing of said material outside of the Harbor via an existing outfall pipe. Distribution of treated water will be via pipeline. The Plant is proposed to be sized at a capacity of 10,700+/- acre feet per year.

Property Information:

Property Location 7697 Highway 1, Moss Landing, CA, 95039
Interest of Proponent Project owner

Proponent Information:

Proponent Name: Nader Agha/
The People's Moss Landing Water Desal project
Address C/O Holman Building, 542 Lighthouse Avenue
Pacific Grove, CA 93950
Proponent Phone Number 831.646.1677 or 831.372.5221 or 831.594.9711

Contact Information:

Contact Name
Address (if different)
Contact Phone Number

C. After a duly noticed meeting of the DISTRICT's Board of Harbor Commissioners on December 18, 2013, DISTRICT and PROPONENT have agreed to explore the terms and conditions by which DISTRICT may assume lead agency status for environmental analysis of

The Project. DISTRICT and PROPONENT agree that DISTRICT'S assumption of said status is conditioned on the preparation, approval and execution of an agreement that will memorialize some form of structured public-private partnership between the Parties.

D. The Parties agree that preliminary negotiations concerning DISTRICT's lead agency status, preparation of requested "Development" and/or "Purchase and Sale" agreements, and Project processing related to environmental analysis should the DISTRICT agree to assume the responsibilities of a lead agency pursuant to CEQA, will require DISTRICT to incur costs for staff services, planning and engineering services, legal services, and other consultant services. PROPONENT has agreed to be responsible for said costs.

IT IS THEREFORE AGREED, AS FOLLOWS:

1. All of the recitals set forth above are true and correct to the best knowledge of the PARTIES, and by this reference, are incorporated herein.

2. PROPONENT agrees to reimburse DISTRICT for all direct, indirect, and overhead costs, including staff, planning, engineering, legal, environmental and inspection costs, in connection with, but not limited to, all initial discussions, negotiations, preparation and review of documents concerning DISTRICT's ability to accept and/or participate as lead agency for the Project, all discussions, negotiations, preparation and review of documents concerning District's status as a "partner" or stakeholder in the Project, the review and/or preparation of any required environmental analysis of the Project, review of plans and specifications for the Project, preparation of recommended Project conditions, participation in public and private meetings concerning the Project, preparation and participation in meetings with or before other public entities with jurisdiction over the Project, and any and all costs associated with DISTRICT's compliance with any federal, state, or local law, rule or regulation applicable to any of DISTRICT's obligations associated with the Project. Such costs shall include DISTRICT's personnel costs, and costs associated with DISTRICT's use of outside consultants deemed necessary by DISTRICT to engage in any Project related action, whether or not specifically referenced herein. All consultants shall be chosen in the sole and exclusive discretion of DISTRICT and shall be directly chargeable to PROPONENT.

3. Upon execution of this Agreement, PROPONENT will deposit with DISTRICT the sum of One Hundred Thousand Dollars (\$100,000.00), to be held and applied by DISTRICT to the payment of all reimbursable expenses referenced in Paragraph 2 as they accrue. PROPONENT acknowledges that negotiation and preparation of any "development" and/or "purchase and sale" agreement between the Parties, or any other form of "partnership agreement" between the Parties, and all processing costs associated with the Project, may exceed this initial deposit. DISTRICT agrees to keep a detailed account of all disbursements from the funds to be deposited and upon completion of the work to furnish a statement of said account to PROPONENT. If at any time the balance on deposit is reduced to Fifty Thousand Dollars (\$50,000.00), or less, PROPONENT shall, within ten (10) working days after receipt of a written request from DISTRICT, make an additional deposit of funds sufficient to restore said balance to the amount originally deposited, or to such lesser amount as may be specified in said written request from DISTRICT.

PROPONENT further agrees that non-payment for processing and or deposits entitles DISTRICT to discontinue negotiations and/or processing the Project.

In the event there are inadequate funds on deposit to pay outstanding expenses thus compelling DISTRICT to use its own funds to pay such expenses interest will accrue on all sums unpaid thirty (30) days after DISTRICT'S payment at the maximum legal rate, and DISTRICT is entitled to recover its costs, including attorney's fees, in collecting reimbursement of such sums from PROPONENT.

4. PROPONENT agrees, to the greatest extent authorized by law, to defend, hold harmless and indemnify DISTRICT and its elected and appointed officials, officers, employees and agents from and against all claims, liability, costs, expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with PROPONENT'S failure to perform its obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of DISTRICT.

Additionally, PROPONENT agrees to hold harmless DISTRICT and its elected and appointed officials, officers, employees and agents for all costs and expenses, including attorney's fees, incurred by DISTRICT or held to be the liability of the DISTRICT in connection with DISTRICT'S defense of its actions in any proceeding brought in any State or Federal Court challenging the DISTRICT'S actions with respect to the Project.

PROPONENT's obligation to defend and indemnify shall not be excused because of PROPONENT's inability to evaluate liability or because PROPONENT evaluates liability and determines that PROPONENT is not liable to the claimant. PROPONENT must respond within 30 days to the tender of any claim for defense and indemnity by DISTRICT, unless the time has been extended by DISTRICT. If PROPONENT fails to accept or rejects a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money deposited hereunder and by virtue of this Agreement as shall be reasonably deemed necessary by DISTRICT, may be retained by DISTRICT until disposition has been made of the claim or suit for damages, or until the PROPONENT accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against PROPONENT, PROPONENT waives any and all rights of any type to express or implied indemnity against the DISTRICT and named indemnitees.

In addition to any other remedies allowed by law, the Parties agree that in the event PROPONENT fails to defend, hold harmless or indemnify DISTRICT pursuant to the provisions of this Section, DISTRICT is entitled to use any and all funds on deposit per Section 3 of this Agreement for its legal costs, and to seek the continued replenishment of the same as the need arises in accordance with the terms of Section 3.

5. The Parties acknowledge that this Agreement is meant in part to address costs associated with the negotiation of subsequent agreements that may or may not come to fruition. Execution of this Agreement shall in no way be deemed a commitment by either DISTRICT or PROPONENT to enter into any subsequent Project-related agreement or to carry out any specific Project related obligation(s).

This Agreement may be terminated for any reason by either party upon thirty (30) days written notice. PROPONENT's obligation to reimburse DISTRICT pursuant to this Agreement shall survive such termination and shall be valid and enforceable even in the event (i) DISTRICT and PROPONENT are unable to agree to the terms and conditions by which DISTRICT may assume lead agency status for the Project, (ii) the Project is withdrawn from DISTRICT's consideration by PROPONENT, or (iii) the Project is ultimately disapproved by any entity with jurisdiction over the Project or (iv) the Project is abandoned by PROPONENT.

In the event either party provides notice of termination of this Agreement, or upon expiration of this Agreement PROPONENT agrees that all funds on deposit may be used by DISTRICT to reimburse DISTRICT for all outstanding costs and expenses incurred by DISTRICT or DISTRICT'S consultants for work completed as of the effective date of such notice or expiration. Additionally, funds on deposit, as well as subsequent additional deposits, may be held and used for the purposes specified in Section 4. Except as set forth below, within thirty (30) working days after the expiration of any statute of limitations applicable to a legal challenge to DISTRICT's duties, obligations and/or work-product hereunder, or as may otherwise be specified in any subsequent partnership agreement, DISTRICT will return to PROPONENT, without interest, all funds remaining on deposit after payment of all reimbursable expenses. Notwithstanding the foregoing, in the event this Agreement expires or is terminated prior to the execution of an agreement described in Recital C above, DISTRICT shall, within thirty (30) working days after the expiration or termination of this Agreement, return to PROPONENT, without interest, all funds remaining on deposit after payment of all reimbursable expenses

6. This Agreement and all of its provision shall bind the heirs, legal representatives, successors and assigns of PROPONENT.

7. This Agreement shall be executed by an authorized representative of the PROPONENT. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the PROPONENT.

8. The terms and conditions of this Agreement are meant to supersede and supplant any and all other agreements between the parties, either oral or written, with respect to the subject matter established herein.

Dated:

By: _____
Linda G. McIntyre, General Manager
MOSS LANDING HARBOR DISTRICT, a
Subdivision of the State of California

Dated: 3-18-14

By: _____
NADER AGHA individually

NADER AGHA, Manager,
Moss Landing Commercial Park, LLC.

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN
MOSS LANDING HARBOR DISTRICT- NADER AGHA AND
THE MOSS LANDING COMMERCIAL PARK, LLC**

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT ("Amendment") is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California ("DISTRICT"), Nader Agha, an individual, and The Moss Landing Commercial Park, LLC ("PROPONENT"), collectively referred to herein as "The Parties," and is made with reference to the following facts:

RECITALS

A. The Parties have entered into that certain "Reimbursement Agreement" (the "Agreement"), dated March 28, 2014, by which PROPONENT agreed to reimburse DISTRICT for all costs for staff services, planning and engineering services, legal services, and other consultant services incurred in negotiating District's lead agency status for PROPONENT's "People's Moss Landing Water Desal Project ("Project"). The efforts of the Parties in this regard were premised on the belief that DISTRICT's assumption of lead agency status was conditioned on the preparation, approval and execution of an agreement that would establish some form of structured public-private partnership with respect to the Project between the Parties.

B. Subsequent to the execution of the Agreement, as Project plans have evolved, the Parties have determined that the need for the DISTRICT to issue discretionary construction permits for Project intake and outfall lines, and the need to negotiate leases and use agreements related to said lines, provide an adequate basis for the DISTRICT to claim the legal right to lead agency status for the Project, without the concurrent need to negotiate and establish a stakeholder's interest in the Project. Monterey County, another potential lead agency candidate, has indicated in writing that it has no objections to DISTRICT's assumption of said status. See Attachment A- Letter from Monterey County Resource Management Agency dated June 2, 2014.

C. The Parties believe it is in the best interests of all Parties to commence environmental evaluation of the Project as soon as possible, and that such action will not serve to extinguish the DISTRICT's right to continue negotiations for a possible stakeholder's interest in the Project.

IT IS THEREFORE AGREED:

1. The Parties agree that DISTRICT will assume the status of Lead Agency for purposes of oversight of the preparation of the appropriate review document for the Project in accordance with the California Environmental Quality Act ("CEQA"), as well as duties associated with the subsequent consideration and possible approval of the Project, pursuant in significant part to the provisions of Public Resources Code Section 21067 et seq., and 14 Cal Code Regs Section 15050. In carrying out its responsibilities as Lead Agency, DISTRICT shall maintain complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right to retain consultants of its own choice, and the right to

adhere to its own timeline in the performance of its duties, subject only to those requirements set forth in relevant provisions of the Public Resources Code and/or the CEQA Guidelines contained in the California Code of Regulations. All of DISTRICT's rights as referenced herein shall be construed in accordance with DISTRICT's legal obligation, as Lead Agency, to exercise its independent judgment over the environmental analysis of the Project.

2. Section 2 of the Agreement, which describes the work for which the DISTRICT may be reimbursed, is hereby amended to specifically include all of the DISTRICT's duties and responsibilities as Lead Agency, including the right to retain consultants and provide reimbursement for associated staff time, as set forth in Paragraph 1 above. In recognition of the fact that the District does not have a planning department or any planning staff, and that as such, the responsibility for coordination and oversight of the District's Lead Agency duties will vest in General Manager Linda G. McIntyre, PROPONENT agrees that the Agreement shall cover reimbursement for a charge of \$1,000.00 a month, or all actual hours spent at \$100 an hour, whichever is greater, for McIntyre's services.

3. Unless otherwise modified herein, all other provisions of the Agreement, a copy of which is attached hereto as Attachment B, and by this reference incorporated herein, shall remain in full force and effect. Nothing contained in this Amendment is meant to prohibit, modify or in any way impact the right of the Parties to continue to negotiate a DISTRICT stakeholder's interest in the Project, subject to the reimbursement provisions set forth in the Agreement.

4. DISTRICT's consent to accept Lead Agency status with respect to the Project is conditioned upon receipt of written notice from PROPONENT, executed by both PROPONENT and the City of Pacific Grove, that PROPONENT's agreement for potential lead agency services with Pacific Grove has been terminated. DISTRICT shall not commence any Lead Agency duties until such notice is received, and in the absence of the provision of such Notice, this Amendment shall be of no force and effect.

MOSS LANDING HARBOR DISTRICT, a
subdivision of the State of California

By: 

Linda G. McIntyre, General Manager

Dated: 10.28.14

MOSS LANDING COMMERCIAL PARK, LLC

By: 

Nader Agha, Manager

Dated: 9/30/14

By: 

Nader Agha, Individually

Dated: 9/30/14

SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN MOSS
LANDING HARBOR DISTRICT-NADER AGHA AND THE MOSS LANDING
COMMERCIAL PARK, LLC

THIS SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT ("Second Amendment") is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California ("DISTRICT"), Nader Agha, an individual, and The Moss Landing Commercial Park, LLC ("PROPONENT"), collectively referred to herein as "the Parties," and is made with reference to the following facts.

A. The Parties have entered into that certain "Reimbursement Agreement" (the "Agreement"), dated March 28, 2014, by which PROPONENT agreed to reimburse DISTRICT for all costs for staff services, planning and engineering services, legal services, and other consultant services incurred in negotiating DISTRICT's lead agency status for PROPONENT's "People's Moss Landing Water Desal Project" ("Project"). The efforts of the Parties in this regard were premised on the belief that DISTRICT's assumption of lead agency status was conditioned on the preparation, approval and execution of an agreement that would establish some form of structured public-private partnership with respect to the Project between the Parties.

B. Subsequent to the execution of the Agreement, the Parties determined that the need for the DISTRICT to issue discretionary construction permits for the Project intake and outfall lines, and the need to negotiate leases and use agreements related to said lines, provided an adequate basis for the DISTRICT to claim the legal right to lead agency status for the Project. As such, the Parties entered into a First Amendment to the Agreement by which the DISTRICT assumed Lead Agency status for the purpose of oversight of the preparation of the appropriate review document for the Project in accordance with California Environmental Quality Act ("CEQA"), as well as duties associated with subsequent consideration and possible approval of the Project. The First Amendment served to establish the DISTRICT's rights and duties as lead agency, and modified Section 2 of the Agreement so as to provide for PROPONENT's reimbursement for all costs associated with the DISTRICT's lead agency status.

C. In addition to CEQA analysis, the Parties have now verified that the Project will also be subject to analysis pursuant to the National Environmental Protection Act ("NEPA.") The Monterey Bay National Marine Sanctuary ("Sanctuary") has agreed to be the lead agency for purposes of NEPA analysis, if a complete application is provided.

D. In order to avoid delays with federal contracting procedures, minimize PROPONENT'S costs, and facilitate efficient contract administration, DISTRICT has agreed to coordinate its duties and responsibilities as a CEQA Lead Agency with the Sanctuary's duties and responsibilities as a NEPA Lead Agency for the preparation of a comprehensive single CEQA/NEPA review document. Such efforts will include DISTRICT's retention of consultant(s) necessary to assist in oversight of the preparation of a joint EIR/EIS document for use by DISTRICT and the Sanctuary, and any and all work associated with NEPA review of the Project, and to be reimbursed for the cost thereof, pursuant to the provisions of the Agreement.

IT IS THEREFORE AGREED

Attachment c
Ex A

1. All of the recitals set forth above are true and correct to the best knowledge of the Parties, and by this reference are incorporated herein.

2. The Parties agree that DISTRICT, in coordination with the Sanctuary, is authorized to retain consultant(s) necessary to assist in oversight of the preparation of a joint EIR/EIS document for use by DISTRICT and the Sanctuary, to have DISTRICT Staff, agents and consultants perform any and all work associated with NEPA review of the Project (including but not limited to planning, engineering, legal and environmental work), and to be reimbursed for the costs of any and all such efforts. In performing these duties, DISTRICT shall maintain complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of the National Environmental Protection Act. (See 42 USC Section 4321 et seq.)

3. Section 2 of the Agreement, which describes the work for which DISTRICT may be reimbursed, is hereby amended to specifically include the right to retain consultants and to receive reimbursement for consultants and associated staff time, as set forth in Paragraph 2 above.

4. Nothing in this Second Amendment shall be construed to prohibit and/or prevent DISTRICT from exercising its right to terminate its status as Lead Agency, or to terminate any other obligation, commitment, or attendant consulting agreement pursuant to the terms of the Agreement, the First Amendment, or this Second Amendment. The Parties agree that under circumstances in which DISTRICT terminates its efforts to provide consultants and services related to NEPA analysis, PROPONENT and the Sanctuary would be responsible for negotiating and entering into separate agreements for such services.

5. Unless otherwise modified herein, all other provisions of the Agreement and the First Amendment, copies of which are attached hereto as Attachments A and B and by this reference are incorporated herein, shall remain in full force and effect. Nothing contained in this Second Amendment is meant to prohibit, modify, or in any way impact the right of the Parties to continue to negotiate a DISTRICT stakeholder's interest in the Project, subject to the reimbursement provisions set forth in the Agreement.

MOSS LANDING HARBOR DISTRICT, a
subdivision of the State of California

By _____
Linda G. McIntyre, General Manager

Dated

MOSS LANDING COMMERCIAL PARK, LLC

Attachment 2
EX A

By: _____

Dated

Nader Agha, Manager

By: _____

Nader Agha, Individually

3/25/16
Dated

Attachment c
EX A

**THIRD AMENDMENT TO REIMBURSEMENT AGREEMENT BETWEEN MOSS
LANDING HARBOR DISTRICT, AND NADER AGHA AND THE
MOSS LANDING COMMERCIAL PARK, LLC**

THIS THIRD AMENDMENT TO REIMBURSEMENT AGREEMENT ("Third Amendment") is between the MOSS LANDING HARBOR DISTRICT, a political subdivision of the State of California ("DISTRICT"), Nader Agha, an individual, and The Moss Landing Commercial Park, LLC ("PROPONENT"), collectively referred to herein as "the Parties," and is made with reference to the following facts.

A. The Parties have entered into that certain "Reimbursement Agreement" (the "Agreement"), dated March 28, 2014, by which PROPONENT agreed to reimburse DISTRICT for all costs for staff services, planning and engineering services, legal services, and other consultant services incurred in negotiating DISTRICT's lead agency status for PROPONENT's "People's Moss Landing Water Desal Project ("Project"). The efforts of the Parties in this regard were premised on the belief that DISTRICT's assumption of lead agency status was conditioned on the preparation, approval and execution of an agreement that would establish some form of structured public-private partnership with respect to the Project between the Parties.

B. Subsequent to the execution of the Agreement, the Parties determined that the need for the DISTRICT to issue discretionary construction permits for the Project intake and outfall lines, and the need to negotiate leases and use agreements related to said lines, provided an adequate basis for the DISTRICT to claim the legal right to lead agency status for the Project. As such, the Parties entered into a First Amendment to the Agreement by which the DISTRICT assumed Lead Agency status for the purpose of oversight of the preparation of the appropriate review document for the Project in accordance with California Environmental Quality Act ("CEQA"), as well as duties associated with subsequent consideration and possible approval of the Project. The First Amendment served to establish the DISTRICT's rights and duties as lead agency, and modified Section 2 of the Agreement so as to provide for PROPONENT's reimbursement for all costs associated with the DISTRICT's lead agency status.

C. In addition to CEQA analysis, the Parties verified that the Project will also be subject to analysis pursuant to the National Environmental Policy Act ("NEPA.") It is anticipated that The Monterey Bay National Marine Sanctuary ("Sanctuary") will agree to be the lead agency for purposes of NEPA analysis, once a complete application is provided.

D. In order to avoid delays with federal contracting procedures, minimize PROPONENT'S costs, and facilitate efficient contract administration, DISTRICT agreed to coordinate its duties and responsibilities as a CEQA Lead Agency with the Sanctuary's duties and responsibilities as a NEPA Lead Agency for the preparation of a comprehensive single CEQA/NEPA review document. As such, a Second Amendment to the Agreement was approved and executed by the Parties that provided the District with the authority to coordinate with the Sanctuary to retain consultants necessary to assist in oversight of the preparation of a joint EIR/EIS document for use by DISTRICT and the Sanctuary, to have DISTRICT Staff, agents and consultants perform any and all work associated with NEPA review of the Project (including but


Attachment D EX A

not limited to planning, engineering, legal and environmental work), and to be reimbursed for the costs of any and all such efforts. In exercising these duties, DISTRICT was granted complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of NEPA. (See 42 USC Section 4321 et seq.)

e. Subsequent to DISTRICT's review and comment on PROPONENT'S First Administrative Draft EIR, PROPONENT requested that DISTRICT'S environmental consultant revise and prepare a complete Preliminary Administrative Draft EIR/EIS for submission to DISTRICT and Sanctuary staff for review. DISTRICT's consultant has agreed to prepare a Preliminary Administrative Draft EIR/EIS for DISTRICT and Sanctuary use, subject to specific conditions, and PROPONENT has approved said consultant's proposed summary of services and estimate of attendant costs for such work.

IT IS THEREFORE AGREED:

1. All of the recitals set forth above are true and correct to the best knowledge of the Parties, and by this reference are incorporated herein.
2. The Parties agree that DISTRICT, in coordination with the Sanctuary, is authorized to retain consultant(s) necessary for the preparation of a joint Preliminary Administrative Draft EIR/EIS document for the Project for use by DISTRICT and the Sanctuary, subject to any and all terms and conditions set forth in agreements between DISTRICT and said consultants, as well as to have DISTRICT Staff, agents and consultants perform any and all work associated with the preparation of said document, and to be reimbursed for the costs of any and all such services and efforts. In performing and/or contracting for these duties, DISTRICT shall maintain complete autonomy, including the right to use, reject or request the submission of materials from PROPONENT, the right and authority to retain any and all consultants of its choosing, and the right to adhere to its own timeline in the performance of all duties, subject only to those requirements set forth in relevant provisions of the NEPA. (See 42 USC Section 4321 et seq.) The Preliminary Administrative Draft EIR/EIS will be a complete and fully formatted document, ready for review by the District and the NEPA Lead Agency. It is understood and agreed by DISTRICT and PROPONENT that DISTRICT'S obligation hereunder does not include: 1) the preparation of engineering studies, technical studies, design documents, and other related materials that DISTRICT, in its sole discretion, determines are necessary for the completion of the Preliminary Administrative Draft EIR/EIS but outside the scope of services to be performed by DISTRICT and/or its consultants; 2) revisions to the Preliminary Administrative Draft EIR/EIS based on comments received from any source, including but not limited to DISTRICT Staff and the Sanctuary; and 3) any and all post-Preliminary Administrative Draft EIR/EIS preparation efforts, including printing, shipping or circulating the Preliminary Administrative Draft EIR/EIS, responding to comments, attending or facilitating meetings with interested parties, or preparation of a Final EIR/EIS.
3. Section 2 of the Agreement, which describes the work for which DISTRICT may be reimbursed, is hereby amended to specifically include all rights set forth in Paragraph 2 above.

Attachment D EX A

4. Nothing in this Third Amendment shall be construed to prohibit and/or prevent DISTRICT from exercising its right to terminate its status as Lead Agency, or to terminate any other obligation, commitment, or attendant consulting agreement pursuant to the terms of the Agreement, the First Amendment, the Second Amendment, or this Third Amendment. The Parties agree that under circumstances in which DISTRICT terminates its efforts to provide consultants and services related to NEPA analysis, PROPONENT and the Sanctuary would be responsible for negotiating and entering into separate agreements for such services.

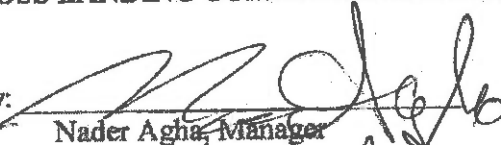
5. Unless otherwise modified herein, all other provisions of the Agreement and the First and Second Amendments, copies of which are attached hereto as Attachments A, B and C and by this reference are incorporated herein, shall remain in full force and effect. Nothing contained in this Third Amendment is meant to prohibit, modify, or in any way impact the right of the Parties to continue to negotiate a DISTRICT stakeholder's interest in the Project, subject to the reimbursement provisions set forth in the Agreement.

MOSS LANDING HARBOR DISTRICT, a
subdivision of the State of California

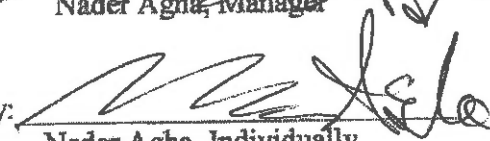
By: 
Linda G. McIntyre, General Manager

Dated 3.17.18

MOSS LANDING COMMERCIAL PARK, LLC

By: 
Nader Agha, Manager

Dated 3-26-18

By: 
Nader Agha, Individually

Dated 3-26-18


Attachment D EX A

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT 3**

This Amendment memorializes a third amendment to the Agreement ("Agreement") for professional services made on May 20, 2015, between the Moss Landing Harbor District, a subdivision of the State of California and a California Special District ("District"), and Aspen Environmental Group ("Consultant").

RECITALS

- A. DISTRICT assumed Lead Agency status for the purpose of oversight of the preparation of the appropriate review document for the "People's Moss Landing Water Desal Project" ("Project") in accordance with the California Environmental Quality Act ("CEQA").
- B. DISTRICT entered into a Professional Service Agreement ("Agreement") with Consultant in May of 2015, whereby Consultant agreed to provide EIR review and CEQA processing services for the Project.
- C. After a determination that the Project will be subject to analysis pursuant to the National Environmental Policy Act ("NEPA"), the District agreed to coordinate its duties and responsibilities as a CEQA Lead Agency with the eventual NEPA Lead Agency in order to avoid delays with federal contracting procedures, minimize costs, and facilitate efficient contract administration and entered into a first amendment ("Amendment 1") with Consultant to cover unanticipated CEQA and NEPA related services.
- D. At the request of the Project Proponent, Moss Landing Commercial Park, LLC, District agreed to assume conditional responsibility for the completion of a Preliminary Administrative Draft EIR/EIS for the Project for subsequent review by the District and the yet-to-be-designated NEPA Lead Agency. This was included as the second amendment ("Amendment 2") to the May 2015 contract.
- E. At the request of the Project Proponent, Moss Landing Commercial Park, LLC, District has now agreed to assume conditional responsibility for the preparation of complete CEQA and NEPA documentation for the Project, including a public Draft EIR/EIS and Final EIR/EIS.
- F. The District will coordinate with the NEPA Lead Agency, the National Oceanic and Atmospheric Administration (NOAA) Monterey Bay National Marine Sanctuary (MBNMS). The EIR/EIS will be prepared in accordance with CEQA, NEPA, the State CEQA Guidelines, and The White House Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (CEQ NEPA Regulations). MBNMS will be responsible for review of the EIR/EIS for compliance with NEPA.
- G. DISTRICT and Consultant now wish to amend their Agreement to cover unanticipated additional costs to be incurred in the preparation of the complete CEQA and NEPA process, resulting in a Final EIR/EIS.

IT IS THEREFORE AGREED BETWEEN DISTRICT AND CONSULTANT AS FOLLOWS:

EXHIBIT

B

RESO 18.10

1. **Scope of Services.** Consultant shall provide to District the expanded range of professional services described in the "Aspen Amendment 3 for People's Desal Contract," attached hereto as **Attachment A** and incorporated herein ("Amendment 3"). Only the District's governing body or the General Manager may authorize any change or addition to the Scope of Services specified in **Attachment A**. Amendment 3 expands the previous scope of services, as set forth in the Agreement and Amendments 1 and 2, to include the preparation of a Public Draft EIR/EIS and Final EIR/EIS, pursuant to CEQA and NEPA for the People's Moss Landing Water Desalination Project. The public Draft and Final EIR/EIS documents will be printed and distributed by Aspen (as defined in Attachment A), and will be a complete and fully-formatted document, incorporating all comments on the Administrative Draft EIR/EIS and the Administrative Final EIR/EIS provided by the District and the MBNMS. In addition, Aspen will respond to all public comments on the Draft EIR/EIS and prepare a complete Final EIR/EIS for publication. The Aspen contract shall provide for an independent project liaison to the MBNMS, who will report directly to the MBNMS Project Manager at the MBNMS office in Monterey.
2. **Term.** This Amendment shall become effective on June 1, 2018, and shall terminate upon the full and satisfactory completion of the Services unless terminated sooner in accordance with Section 12 of the Agreement. Time is of the essence in respect to all provisions of this Amendment that specify a time for performance.
3. **Compensation.** The original Agreement provided for DISTRICT compensation to Consultant in an amount not to exceed One Hundred Seventy Two Thousand, Eight Hundred Seventy Three Dollars (\$172,873.00). Amendment 1 added an additional One Hundred Forty Five Thousand Forty Seven Dollars (\$145,047), for a new total of Three Hundred and Seventeen, Nine Hundred and Nineteen Dollars (\$317,919) and Amendment 2 added an additional Two Hundred and Fifty Thousand Dollars (\$250,000). This Amendment 3 adds an additional \$272,007, for a new revised total of Eight Hundred Fifty Eight Thousand Three Hundred Twenty-Five Dollars (\$858,325) to the Agreement, subject to specific conditions, all as set forth in **Attachment A**. For the full and satisfactory completion of the Services described in the Agreement and Amendments 1, 2, and 3, District shall compensate Consultant in an amount not to exceed \$858,325, without prior written authorization by District. **Attachment A** shall supersede any and all other budgets set forth in the Agreement or Amendments 1 and 2.
4. **Allowable Reimbursable Expenses.** N/A – Reimbursable Expenses have been included in Consultant's Cost Estimate as set forth in **Attachment A**. In the event additional reimbursable expenses are requested and approved, they shall be paid at rates commensurate with those set forth in "Updated Hourly Rate" schedule set forth in **Attachment B**.
5. **Payment.** DISTRICT shall pay Consultant for services satisfactorily provided during each calendar month following within thirty (30) days following DISTRICT receipt and approval of a detailed invoice. The invoice must include, at a minimum:
 - 5.1 A description of the specific Services provided
 - 5.2 the name of the individual providing the Services,

- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services,
- 5.5 the amount due for the Services and the basis for calculating the amount due, and
- 5.6 an itemized summary of Allowable Reimbursable Expenses.

Consultant acknowledges and agrees that funds for all services hereunder are being provided by Nader Agha, an individual, and the Moss Landing Commercial Park, LLC pursuant to a "Reimbursement Agreement," and not by DISTRICT, and that DISTRICT's obligation to pay invoices is limited to monies deposited with DISTRICT by Nader Agha, an individual and the Moss Landing Commercial Park, LLC. Upon request, DISTRICT will provide Consultant with a copy of the afore-referenced Reimbursement Agreement and, at any time during the term of the Agreement, information concerning the current balance of reimbursement funds on deposit with the DISTRICT.

Unless referenced above, all other provisions of the original Agreement and Amendments 1 and 2 remain unchanged and in full force and effect, including, but not limited to:

- 6. Independent Contractor.**
- 7. Consultant's Warranties.**
- 8. Notice.**
- 9. Indemnity.**
- 10. Insurance.**
- 11. Dispute Resolution.**
- 12. Suspension and Early Termination.**
- 13. Work Product.**
- 14. General Provisions.**

The parties agree to this Amendment to the Agreement as witnessed by the signatures below:

DISTRICT:
Moss Landing Harbor District

CONSULTANT:
Aspen Environmental Group

s/ _____
Linda G. McIntyre, Esq., General Manager

s/ _____
Hamid Rastegar, President

Date: _____

Date: _____

Attachments:

Attachment A: Aspen Amendment 3 Contract Summary
Attachment B: Updated Hourly Rates



235 Montgomery Street, Suite 935, San Francisco, CA 94104
(415) 696-5311 • www.aspeneg.com

PROJECT MEMORANDUM**PEOPLE'S MOSS LANDING WATER DESALINATION PROJECT**

Date: May 9, 2018
To: Linda G. McIntyre, Mike Rodriguez
From: Susan Lee
Subject: Aspen Amendment 3: People's Moss Landing Water Desal Project

On April 17, 2018, Aspen and the Harbor District met with staff of the Monterey Bay National Marine Sanctuary (MBNMS), and members of the Applicant's team for the People's Project. In this meeting, we defined tasks that would be required by the MBNMS and the Harbor District to prepare a complete Draft and Final EIR/EIS for the People's Project. While some tasks had already been included in Aspen's initial contract, our role at that time was to *review* the Applicant-prepared document, and now all parties have agreed that Aspen will *prepare* the EIR/EIS. Therefore, this proposed Contract Amendment 3 incorporates the tasks required to prepare and publish a complete Draft and Final EIR/EIS that meets agency requirements.

Summary of Budget Status (\$586,318 Authorized)

Spent to through March 2018: \$110,000. The majority of the expenditures to date were for the review of the Applicant-prepared Administrative Draft in early 2016. Additional costs were for preparation of the Project Description in late 2017 and early 2018, and periodic meetings.

Remaining Approved Budget: \$476,000. This includes Amendment 2, which was approved in January 2018 and includes preparing the Administrative Draft EIR/EIS (\$250,000, fully underway at this time). Table 1 on the last page of this memorandum lists the tasks and funds authorized for this contract through Amendment 2.

Request for Amendment 3: \$272,007

Table 1 on the following page lists the components of this additional cost requested. The original contract and Amendments 1 and 2 did partially fund many of the required tasks. The additional costs incurred result primarily in the following tasks, where our initial role had been very limited:

- **Task 4 (Prepare & Distribute DEIR/EIS).** Note that the level of analytical detail required for a defensible analysis of marine biological resources and marine water quality (based on MBNMS direction to CalAm, as demonstrated in its Final EIR/EIS), required the addition of an expert subcontractor, Applied Marine Sciences (<https://amarine.com/>) to the Aspen Team. Our original team was set up for document review, and not preparation of this complex analysis.
- **Task 6 (Write Responses to Comments on Draft EIR/EIS; Prepare Admin. Final EIR/EIS)**
- **Task 7 (Prepare and Distribute Final EIR/EIS)**

Those tasks were not included in the original Aspen budget because our role initially was to review, and not to prepare, the CEQA document.

Exclusions from Aspen's Scope of Work

As discussed in the April 17, 2018 meeting and as partially documented in Attachment A to Aspen's Amendment 2, Aspen's scope of work excludes the following tasks:

Attachment A

Aspen Amendment 3: Moss Landing Harbor District

Page 2

- Provision of engineering services, design documents and/or related materials necessary for the description of the proposed project in the Draft EIR/EIS; and
- Preparation of agency-required engineering studies, drawings and design specifications, and all marine biology and water quality studies, including the following studies (discussed on April 17, 2018):
 - Biological Assessment in support of Endangered Species Act Section 7 consultation
 - Plankton / Larval Study
 - Benthic Sampling to Characterize the Seabed Habitats (at intake & outfall sites)
 - Subsurface Feasibility Study (requirement of Regional Water Board)
 - Brine Entrainment and Discharge Modeling.

Attachment A

Aspen Amendment 3: Moss Landing Harbor District

Page 3

Table 1: Aspen Contract Status and Amendment 3 Request (by Task)

Task	Original Contract	Amendment 1	Amendment 2	Amendment 3	Revised Task Total	Descr
Task 1: Consultation; Meetings	\$33,460	\$75,802		\$0	\$109,262	No Change
Task 2: NOP, Scoping	\$6,740			\$15,750	\$22,490	CEQA scoping budget is fully expended meeting; prepare MBNMS-required scoping
Task 3: ADEIR Review	\$53,751	\$36,376		-\$19,166	\$70,961	Closing this task (review only). Prepare 11 (Prepare ADEIR/EIS), if needed.
Task 11: Prepare Admin Draft EIR/EIS (Amendment 2)			\$250,000	+\$19,166	\$269,166	Note that we are requesting to re-allocate to this task (Admin Draft EIR/EIS) based Biology and Marine Water Quality, not a for \$250,000. This transfer of funds is based detailed marine science analysis presented available when Amendment 2 was requested be \$269,166.
Task 4: Prepare & Distribute DEIR/EIS	\$2,890			\$108,119	\$111,009	Initial contract included only review and list; advice on document format and distribution Clerk. Amendment 3 includes: <ul style="list-style-type: none"> ▪ Response to 3 rounds of agency comments NOAA Washington DC office comments (\$51,530) ▪ Implement ADA Section 508 Compliance appendices; \$10,400) ▪ Printing and shipping of 20 copies of (\$7,425) ▪ Alternatives analysis expanded to include (per Final CalAm EIR/EIS), plus CalAm marine water quality added only: \$3,1 ▪ Peer Review of Marine Biology and Water by Applicant (required by MBNMS: \$1 ▪ Cultural resources report (EIR/EIS Appendix Section 106 to MBNMS (\$11,000)

Attachment A

Aspen Amendment 3: Moss Landing Harbor District

Page 4

Table 1: Aspen Contract Status and Amendment 3 Request (by Task)						
Task	Original Contract	Amendment 1	Amendment 2	Amendment 3	Revised Task Total	Descr
Task 5: Hearings on Draft EIR/EIS	\$11,550			\$1,200	\$12,750	<ul style="list-style-type: none"> Added court reporter for each of 2 po Other meeting attendance costs were
Task 6: Write Responses to Comments; Prepare Admin. Final EIR/EIS	\$27,870			\$63,475	\$91,345	<ul style="list-style-type: none"> Log all comments received; assign c prepare responses to comments Prepare Master Responses for major other comments Make required text changes to the Di Provide electronic copies and up to 2
Task 7: Prepare and Distribute Final EIR/EIS	\$20,342			\$39,975	\$60,317	<ul style="list-style-type: none"> Response to 3 rounds of agency con NOAA Washington DC office comme Implement ADA Section 508 Complia appendices) Printing and shipping of 20 copies of \$7,750)
Task 8: Board Hearings on Final EIR	\$7,550			\$5,250	\$12,800	<ul style="list-style-type: none"> Increased from 1 hearing to an assur controversy, 2 Aspen staff members
Task 9: Findings for Board	\$630	[\$8,090]*		\$4,360	\$13,080	<ul style="list-style-type: none"> Preparation of Findings would be mo "Impact Statements" used in the Cal/
Task 10: NEPA Support to MBNMS		\$51,268		\$33,880	\$85,148	<ul style="list-style-type: none"> Added 180 hours for V. Hill (to previc Amendment 1) based on expected le Adjusted V. Hill's hourly rate from the with Amendment 2); see Attachment
Total per Amendment	\$172,872	\$163,446	\$250,000	\$272,007	\$858,325	

* Corrected an error in the original contract.

Attachment B

Aspen Amendment 3: Moss Landing Harbor District

**Attachment B:
Updated Hourly Rates**

The Aspen rates were updated in Amendment 2 and are not further revised.

The 2018/2019 hourly rate for Vicki Hill, NEPA Support Specialist, is updated to \$160.00 per hour.



BOARD OF HARBOR COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
Margaret "Peggy" Shirrel, Ph.D.
James R. Goulart

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



GENERAL MANAGER
HARBOR MASTER
Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

STAFF REPORT

**ITEM NUMBER 22 – CONSIDER RESOLUTION 18-11 ADOPTING OMB COMPLIANT
PROCUREMENT PROCEDURES
BOARD MEETING OF MAY 30, 2018**

States, local governments and other agencies receiving federal grant funds must follow procurement and audit requirements, policies and procedures established by the Federal Office of Management and Budget ("OMB") in regulations set forth in what is known as "circulars." Failure to follow such regulations may result in disqualification for federal funding or disbursement of funds that have already been received.

On December 26, 2013, the OMB issued final regulations titled the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," commonly known as the "OMB Super Circular."

On May 17, 2017, the OMB issued a Rule extending the time for local entity compliance with the OMB Super Circular by the start of the fiscal year beginning on or after December 26, 2017. For Moss Landing, this would mean that the District must bring its procurement policies into compliance with Super Circular standards by no later than July 1, 2018. We were required to document this decision and did so when the Board adopted Resolution No. 18-03 at its January 2018 Board meeting.

Attached is Resolution No. 18-11 with a document entitled "Moss Landing Harbor District Procurement Policies and Procedures" for the Board's consideration with the intent to comply with the OMB requirements mentioned above.

Staff recommends the Board adopt Resolution No. 18-11 establishing the Moss Landing Harbor District's Procurement Policies and Procedures.

RESOLUTION NO. 18-11

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT ADOPTING OMB SUPER CIRCULAR PROCUREMENT AND AUDIT REQUIREMENTS, POLICIES AND PROCEDURES

WHEREAS, in order to be eligible for federal grant funds, States, local governments and other agencies must follow procurement and audit requirements established by the Federal Office of Management and Budget (“OMB”) as set forth in regulations known as “circulars”; and

WHEREAS, on December 26, 2013, the OMB issued final regulations titled the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” commonly known as the “OMB Super Circular”; and

WHEREAS, the OMB Super Circular streamlines the language from eight previous circulars into one consolidated guidance document and requires all public entities applying for and receiving federal grants to adopt written policies and procedures for the purchase of goods and services that comport with the Super Circular’s requirements; and

WHEREAS, among the stated purposes of the OMB Super Circular is to eliminate duplicative and conflicting federal guidance on procurement matters, to provide for consistent and transparent treatment of costs, and to limit allowable costs to make the best use of federal funds; and

WHEREAS, the OMB extended the time period for public entity compliance with the 2013 Super Circular on several occasions; and

WHEREAS, pursuant to an OMB Rule issued on May 17, 2017, all nonfederal entities seeking federal funding for various projects must implement the OMB Super Circular by the start of the fiscal year beginning on or after December 26, 2017, which for the District, would established a compliance date of no later than July 1, 2018; and

WHEREAS, public entities that choose to use the extension granted by the May 17, 2017 OMB Rule are required to document this decision which the Moss Landing Harbor District Board of Commissioners did at its January 31, 2018 meeting by adopting Resolution 18-03.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board of Harbor Commissioners of the Moss Landing Harbor District hereby adopts the attached Procurement Policies and Procedures in compliance with the provisions of the OMB Super Circular prior to the July 1, 2018 deadline.

CERTIFICATION

Resolution 18-11 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on May 30, 2018, a quorum present and acting throughout, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Russ Jeffries, President
Board of Harbor Commissioners

ATTEST:

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

MOSS LANDING HARBOR DISTRICT

Procurement Policies and Procedures

Adopted by the Board of Harbor Commissioners: _____, 20__

1. PURPOSE AND SCOPE

These Procurement Policies and Procedures ("Procurement Procedures") duly adopted by the Board of Harbor Commissioners for the Moss Landing Harbor District ("District") on the date stated above, sets forth the policies for procurement of goods and services by the District. All District procurements must be made in compliance with applicable California laws and these Procurement Procedures. District procurements which are subject to federal funding, in whole or in part, including FEMA disaster aid, must also comply with the applicable Federal Procurement Requirements, as defined below, and as further specified in Section 4, *Federal Procurement*, below. (See 2 CFR § 200.317.)

2. DEFINITIONS

The following definitions apply to terms used in these Procurement Procedures, whether or not capitalized:

Appendix II – Appendix II to CFR Part 200, *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*.

Board – The Board of Harbor Commissioners for the Moss Landing Harbor District.

CCR – California Code of Regulations.

CFR – Code of Federal Regulations.

Competitive Proposals – Procurements solicited by a competitive RFQ and/or RFP process, which may include qualifications-based procurements.

Cooperative Purchasing Agreement – A written agreement pursuant to which two or more public entities combine their purchase requirements to obtain lower prices, which may include state or local intergovernmental agreements for procurement of common or shared goods or services.

Design Professional Services - Architectural, landscape architectural, environmental, land surveying, or construction project management services, which are subject to Article XXII of the California Constitution, and Government Code section 4529.10, et seq.

DIR – The California Department of Industrial Relations.

Emergency - An emergency is a sudden, unexpected occurrence that poses a clear and imminent danger and requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, as declared by the Board or its General Manager.

Federal Procurement Requirements – The uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time.

FEMA – The Federal Emergency Management Agency.

General Manager – The District's General Manager or authorized delegee.

Goods – Tangible items, which may include materials, supplies, or equipment.

Maintenance – Routine, recurring, and usual work for the preservation, protection, and keeping of any District owned or operated facility for its intended purposes, as further defined in 8 CCR § 16000, and subject to the exceptions set forth therein.

PCC – California Public Contract Code.

Public Project Contract - A contract for a "public project," as defined in PCC § 22002(c), including construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair work, painting or repainting of any District owned, leased, or operated facility, but excluding maintenance.

RFP - Request for proposals transmitted to qualified vendors.

RFQ - Request for qualifications transmitted to potentially qualified vendors to evaluate qualifications for providing required services.

Simplified Acquisition Threshold or SAT – The dollar amount threshold for "small purchases" under federally-funded procurements, set at \$150,000 as of March 2018, but subject to periodic adjustment for inflation. (See 2 CFR § 200.88.)

Vendor - A business or sole proprietor that may provide goods or services to the District.

3. STANDARDS OF CONDUCT AND GENERAL REQUIREMENTS

3.1 Fair Competition. District personnel must discharge their duties impartially to ensure fair and open competition for District business by responsible vendors. (See 2 § CFR 200.319.) In addition, they must conduct themselves in a manner that will create

confidence in the integrity of the District's purchasing operations. District personnel will treat all vendors equally and fairly, with equal information given to each vendor who participates in the procurement process. District personnel will ensure that all prequalified lists of persons, firms, or products used in acquiring goods or services are current and include enough qualified sources to ensure maximum open and free competition. District personnel may not place unreasonable restrictions on competition, including any of the following prohibited restrictions:

- (A) Unreasonable requirements to qualify for the procurement;
- (B) Requiring unnecessary experience and excessive bonding;
- (C) Noncompetitive pricing practices between vendors or affiliates;
- (D) Noncompetitive contracts to consultants that are on retainer contracts;
- (E) Organizational conflicts of interest;
- (F) Non-compliance with sole source restrictions, and "or equal" requirements (PCC § 3400; 2 CFR § 200.319(c));
- (G) Precluding potential bidders from qualifying during the solicitation period; and
- (H) Any arbitrary action in the procurement process.

3.2 Conflicts of Interest. No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest.

(A) A conflict of interest includes any circumstances under which the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of those parties, has a financial interest in or a tangible personal benefit from a vendor considered for a contract. No officer, employee, or agent of the District may solicit or accept gratuities, favors, or anything of monetary value from vendors or parties to subcontracts. Disciplinary actions, up to and including termination for cause, will apply to any violation of these conflict of interest standards, in accordance with District policy, and/or, as applicable, a collective bargaining agreement, employment contract, or contract for services. (See 2 CFR § 200.318(c)(1).)

(B) District personnel may not accept gifts, rebates, kickbacks, personal services, or in any way incur personal gain from a vendor, or potential vendor, doing business with the District or otherwise violate laws pertaining to conflicts of interest, political contributions, or unlawful activities.

(C) A District employee may not participate in the vendor selection process if the employee has: 1) a financial relationship, as set forth in Government Code section 87100 et seq., with the person or firm seeking a contract; or 2) a real or apparent conflict of interest under California Government Code § 1090 or pursuant to the Federal Procurement Requirements.

(D) A vendor that develops or drafts specifications, requirements, statement of work, invitation for bids, RFQ, or RFP for a procurement must be excluded from competing for that procurement. (See 2 CFR § 200.319(a).)

3.3 Economical Approach. All procurements must be undertaken in a manner that will avoid acquisition of unnecessary or duplicative items, which may include consideration of consolidating or breaking out procurements, lease alternatives, and other appropriate analysis to determine the most economical approach, subject to the limits of applicable law, including prohibitions against bid-splitting. (See 2 § CFR 200.318(d).)

3.4 Oversight. District personnel must maintain oversight over District procurements to ensure that vendors perform in accordance with the terms, conditions, and specifications of the contracts or purchase orders. (See 2 CFR § 200.318(b).)

3.5 Procurement Records. Records must be maintained for each procurement of goods or services documenting the history of a procurement, including:

(A) records of the rationale for procurement method,

(B) selection of contract type,

(C) contractor selection or rejection, and

(D) the basis for the contract price. (See 2 CFR § 200.318(i).)

3.6 Dispute Resolution. Any and all protests, disputes, claims, and the like, arising from a procurement will be addressed promptly in accordance with good administrative practice and sound business judgment, and in compliance with all applicable legal or contractual requirements. (See 2 CFR § 200.318(k).)

3.7 Specifications and Requirements. All procurement solicitations should incorporate a clear and accurate description of the technical requirements or functions of the goods or services to be procured. However, descriptions or specifications should not be drafted to unduly restrict competition among qualified vendors. (See 2 CFR § 200.319(c).)

3.8 California Prevailing Wages. Public works contracts, as defined under Labor Code section 1720 et seq., are subject to the prevailing wage requirements set forth in

the California Labor Code, beginning at section 1720. This includes contracts for construction, alteration, demolition, installation, repair work, maintenance, carpet-laying, certain tree-removal work, and certain hauling and delivery of ready-mix concrete as further specified in the Labor Code, and regardless of whether public bidding requirements are applicable. For procurements subject to prevailing wage requirements, the procurement solicitation and contract documents must include information on prevailing wage requirements and compliance as specified in the Labor Code.

(A) *DIR Registration.* For each public works contract subject to prevailing wage requirements, the District may not accept a bid from or award a contract to any contractor or subcontractor that is not registered with the Division of Industrial Relations, as required under Labor Code section 1771.1. Contracts for construction, alteration, demolition, installation, or repair work for \$25,000 or less and maintenance contracts of \$15,000 or less are exempt from this requirement.

(B) *DIR Notification.* For public works contracts subject to DIR registration requirements, the General Manager must ensure that a PWC-100 form is filed online with the DIR within 30 days after the contract is awarded, but no later than the first day that workers are employed on the project. District personnel are encouraged to file the PWC-100 as soon as possible following award to avoid the penalties that may be imposed for late filing.

3.9 Competitive Proposals. Contracts awarded using a competitive proposal process must comply with the following requirements (see 2 CFR § 200.320(d)):

(A) *RFQ/RFP.* RFQs and RFPs must be published or distributed in a manner to ensure adequate competition among qualified vendors. The RFQ or RFP must identify all evaluation factors and their relative importance.

(B) *Qualified Vendors.* Proposals must be solicited from an adequate number of qualified vendors.

(C) *Technical Evaluation.* The method for technical evaluation must be specified in writing and structured to ensure a fair and impartial selection process that is consistent with the evaluation factors and their relative importance, as specified in the RFQ or RFP. A 1-10 scoring system, or functional equivalent, should be used for relative comparisons of proposals with respect to each identified evaluation factor.

(D) *Selection and Award.* The contract may only be awarded to the responsible firm whose proposal (or qualifications for an RFQ process) is most advantageous to the District, based on price and all other specified evaluation factors.

(E) *Qualifications-Based Procurement.* A qualifications-based procurement, which uses only an RFQ, and focuses solely on relative qualifications for the specified services may only be used for procurement of design-professional services.

4. FEDERAL PROCUREMENT

Any procurement made pursuant to a federal award or subject to reimbursement, in whole or in part, with federal funds must comply with the District's procurement procedures, state law, and the applicable Federal Procurement Requirements, including 2 CFR §§ 200.322 ("Procurement of recovered materials"), 2 CFR § 200.323 ("Contract cost and price"), 2 CFR § 200.324 ("Federal awarding agency or pass-through entity review"), 2 CFR § 200.325 ("Bonding requirements"), and 2 CFR § 200.326 ("Contract provisions"). In the event of any conflict between local, state, or federal requirements, the most stringent requirement must be used. (See 2 CFR 200.318.) District personnel must comply with funding agency requests for review of technical specifications or procurement documents as provided in 2 CFR § 200.324.

4.1 General Federal Requirements and Recommendations

(A) *Required Contract Provisions.* Pursuant to 2 CFR § 200.326, contracts for federally-funded procurements must contain the applicable provisions described in Appendix II.

(B) *Solid Waste Disposal Act.* Federally-funded procurements must comply with the Solid Waste Disposal Act, as further specified in 2 CFR 200.322.

(C) *Cost/Price Analysis.* For federally-funded procurements in excess of the currently applicable Simplified Acquisition Threshold, including contract modifications, a cost or price analysis must be performed, and which must include making independent estimates before receiving bids or proposals. (See 2 CFR § 200.323.) Costs or prices based on estimated costs for federally-funded contracts are allowable only as provided in 2 CFR § 200.323.

(D) *Profit Negotiation.* For a federal contract awarded without price competition, profit must be negotiated as a separate element of price. To establish fair and reasonable profit, consideration must be given to the complexity of the work, the contractor's risk, the contractor's investment, the amount of subcontracting, record of past performance, and industry profit rates, as further specified in 2 CFR § 200.323(b).

(E) *Excess or Surplus Property.* When it will reduce project costs and is feasible, use of federal excess and surplus property is encouraged over purchasing new. (See 2 CFR 200.318(f).)

(F) *Value Engineering.* For larger federally-funded construction projects, a provision for value engineering may be added to the construction contract, subject to prior authorization from the General Manager. A value engineering provision must include a clear procedure for submission, approval, and cost-sharing of savings, consistent with PCC section 7101, and approval as to form by District's General Counsel. (See 2 CFR 200.318(g).)

(G) *No Geographical Preferences.* Geographical preferences may not be used for federally-funded procurements, unless expressly authorized by the funding agency. (See 2 CFR § 200.319(b).)

(H) *Time and Materials.* A time and materials contract may not be used for a federally-funded procurement, unless the Director has determined that no other type of contract is suitable for the procurement, and provided the procurement complies with 2 CFR § 200.318(j). Similarly, a "cost plus" contract may not be used, as further specified in 2 CFR § 200.323.

(I) *Intergovernmental Agreements.* Use of intergovernmental agreements is encouraged where appropriate. (See 2 CFR § 200.318(e); and see Section 7.4, *Cooperative Purchasing Agreements*, below.)

4.2 Federal Contractor Requirements

(A) *Responsible Contractors.* Contracts will only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement, with consideration given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See CFR § 200.318(h).) A contractor must also be "responsible" as determined under California law, including PCC section 1103.

(B) *Small and Minority Businesses.* District personnel will take all necessary affirmative steps, including those identified in 2 CFR § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, and must require contractor compliance with the same, as further specified in 2 CFR § 200.321.

4.3 Methods of Procurement.

Depending on the type and amount of goods or services, the District will use one of the below methods for federally-funded procurements, consistent with 2 CFR § 200.320.

(A) *Procurement by micro-purchases.* The District may acquire supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold in 2 CFR § 200.67. A micro-purchase contract may be awarded without soliciting competitive quotes, provided the price is reasonable, unless otherwise specified under these Procurement Procedures. To the extent

practicable, the District will distribute micro-purchases equitably among qualified suppliers. (See 2 CFR § 200.320(a).)

(B) *Procurement by small purchase procedures.* The District may use simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold in 2 CFR § 200.88. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. (See 2 CFR § 200.320(b).)

(C) *Procurement by sealed bids (formal advertising).* The District may publicly solicit sealed bids to be opened in public and award a fixed price contract to the lowest responsible bidder, in the manner required for formal bidding as specified in PCC §§ 20723-20724, and in compliance with 2 CFR § 200.320(c)(1).

(D) *Procurement by competitive proposals.* The District may solicit competitive proposals for procurements when use of formal, sealed bids is not required by law. If the District uses this method, it must comply with the requirements of 2 CFR § 200.320(d), in addition to any other applicable District or state requirements, including, the requirements for procuring design professional services set forth in Section 5, *Design Professional Services*, below.

(E) *Procurement by noncompetitive proposals.* Notwithstanding the otherwise applicable procurement requirements, the District may solicit a procurement of services or goods from only one source under the following circumstances: 1) when the item is available only from a single source, 2) when the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, 3) if the federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District, or 4) when competition is determined by the General Manager to be inadequate after solicitation of a number of sources. (See 2 CFR § 200.320(f).)

5. DESIGN PROFESSIONAL SERVICES

Procurement of design professional services is subject to compliance with Article XXII of the California Constitution; Government Code section 4529.10, et seq.; these Procurement Procedures; and the following requirements:

5.1 Fair Competitive Process. Design professional services must be procured by a fair, competitive selection process based on the demonstrated competence and professional qualifications necessary for the services.

5.2 RFQ/RFP. An RFQ, RFP, or combined RFQ/RFP procedure should be used to procure design professional services. The process must require compliance with all laws regarding political contributions, conflict of interest, or unlawful activities.

5.3 Conflicts Prohibited. A District employee may not participate in the selection process if the employee has a financial relationship with the person or firm seeking a contract.

5.4 Prevailing Wages. If the services include pre-construction services such as inspection or land surveying work (see Labor Code § 1720(a)(1)), and the project cost exceeds \$1000, the procurement must comply with Section 3.8, *Prevailing Wages*, above.

5.5 Indemnity. For contracts with architects, landscape architects, engineers, and land surveyors, indemnity requirements, including the duty to defend, must comply with Civil Code sections 2782 and 2782.8.

6. PUBLIC WORKS CONTRACTS

Procurement of public works contracts must comply with the requirements of PCC section 20720 et seq., as may be amended from time to time; all applicable state and federal laws; these Procurement Procedures; and the following:

6.1 Competitive Bidding. Public Works Contracts in excess of \$5,000 require competitive bidding, except that work that is solely new construction is subject to competitive bidding only if the procurement is in excess of \$10,000. (See PCC § 20723-20724.) The bid solicitation must specify the contractor license classification(s) required for the work.

6. Prevailing Wages. Public Works Contracts must comply with Section 3.8, *Prevailing Wages*, above, if the project cost exceeds \$1000.

6.4 Bid Security. For competitively bid Public Works Contracts, bidders will be required to submit bid security in the amount of 10% of the total bid price, including all additive alternates, in the manner specified in PCC section 20724.

6.5 Bonds. Payment and performance bonds for 100% of the contract price will be required for Public Works Contracts in excess of \$25,000. The payment bond must comply with the requirements of Civil Code section 9550, as may be amended from time to time.

6.6 Indemnity. For construction contracts indemnity requirements must comply with Civil Code sections 2782.

7. GENERAL SERVICES

Services, including consulting services, other than design professional services or construction services, will be procured as follows, except as otherwise specified for federally-funded procurements:

7.1 Limited. For service or consulting contracts that will not exceed a total expenditure of \$_____, the General Manager may award the contract to a qualified vendor for a reasonable price or rate.

7.2 Informal. For service or consulting contracts for a total expenditure in excess of \$_____ [insert amount from 7.1], but that will not exceed \$_____, the General Manager may award the contract to the vendor that offers the best overall value to the District after soliciting quotes or informal proposals from at least three qualified vendors.

7.3 Competitive Proposals. Service or consulting contracts for a total expenditure in excess of \$_____ [insert not-to-exceed amount from 7.2], will be procured using a competitive proposal procedure as specified in Section 3.9, *Competitive Proposals*, above, to identify the vendor that offers the best value to the District. Board approval will be required to approve the contract, except to the extent that Board has delegated that authority to the General Manager for the procurement.

8. PROCUREMENT OF GOODS

Goods will be procured as follows, except as otherwise specified for federally-funded procurements:

8.1 Limited. For individual purchases that will not exceed a total expenditure of \$_____, the General Manager may purchase the required goods for a reasonable price or rate.

8.2 Informal. For individual purchases of goods for a total expenditure in excess of \$_____ [insert amount from 8.1], but that will not exceed \$_____, the General Manager may purchase the goods for the lowest available price after soliciting quotes from at least three qualified vendors.

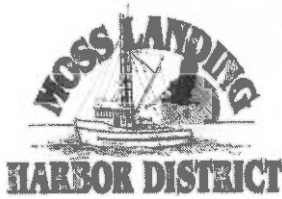
8.3 Competitive Proposals. For individual purchases of goods for a total expenditure in excess of \$_____ [insert not-to-exceed amount from 8.2], the General Manager will solicit competitive quotes from at least five qualified vendors. Board approval will be required to approve the contract, except to the extent that Board has delegated that authority to the General Manager for the procurement.

9. EMERGENCY PROCUREMENTS

In the event of an emergency, as defined in Section 2, above, or a threatened emergency, services or goods may be procured without following the otherwise applicable procurement procedures, but only to the extent necessary to avoid delay in preventing or mitigating injury or damage from the emergency.

10. CONTRACTS

With the exception of purchases under \$ _____, all procurements require a fully-executed written agreement that clearly memorializes the terms and conditions for the procurement, including, price, payment, scope, time, any provisions required by law, and, appropriate requirements for indemnity, insurance, termination, and amendments, as advised by the District's legal counsel.



BOARD OF HARBOR COMMISSIONERS
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GENERAL MANAGER
HARBOR MASTER
Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 23 – CONSIDER INSURANCE RENEWAL PROPOSAL AND PREMIUM FINANCING PROPOSAL BOARD MEETING OF MAY 30, 2018

The District's marine liability and other insurance coverage annual premium quote for the FY 2018-2019 from Lockton is **\$122,860.50** plus Public Officials Liability of **\$16,702.92** for a combined total quote of **\$139,563.42**. This is an increase of 13.1% over last year. Lockton explained that 3.2% increase from Great American is in line with COLA based on CPI and is very reasonable; the remainder of the increase is due to increased Exposure because revenues are greater than last year and dock replacement costs were bumped up. Our claim history, which is quite good, still created some additional exposure, and auto coverage increased due to underwriter's overall industry claim experience.

The District can pay the premium in one lump sum, thereby saving finance charges, or finance the payment of the premium. The financing option is:

	Company	Terms	Down Payment	Monthly Payment	Finance Charge	Rate
	Premium Assignment	10 payments	\$13,950.00	\$12,820.13	\$2,587.88	4.47%

The Board should consider whether it wishes to procure additional insurance such as earthquake, Errors and Omissions, or terrorism coverage and direct staff accordingly.

Staff recommends that the Board accept the Insurance Renewal Proposal (as modified with additional coverages, if any) and approve the financing option above, authorize the General Manager to execute the agreement for same and authorize payment in accordance with the proposal.



Moss Landing Harbor District

2018 - 2019 Renewal Insurance Proposal

Effective: July 1, 2018

L O C K T O N I N S U R A N C E B R O K E R



Moss Landing Harbor District

Exposure & Premium Comparison

Coverage	Expiring Term 2017-2018		Renewal Term 2018-2019		% Change	
	Exposure	Premium	Exposure	Premium	Exposure	Premium
Marine Package		\$46,403		\$54,750		18.0%
Receipts	\$1,996,067		\$2,118,733		6.1%	
Vessel Schedule	\$148,825		\$148,825		0.0%	
Piers & Docks	\$4,000,000		\$5,000,000		25.0%	
Commercial Package		\$30,210		\$31,763		5.1%
Receipts	\$1,996,067		\$2,118,733		6.1%	
Property	\$4,779,692		\$3,988,405		-16.6%	
Equipment	\$7,000		\$7,000		0.0%	
Vessel Pollution	\$148,825	\$2,000	\$148,825	\$2,100	0.0%	5.0%
Automobile	2	\$2,781.50	2	\$2,997.50	0.0%	7.8%
Bumbershoot	Same As Package	\$27,250	Same As Package	\$31,250		14.7%
TOTAL PREMIUM		\$108,644.50		\$122,860.50		13.1%



Marine Package

Effective July 1, 2018 to July 1, 2019

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.

Moss Landing Harbor District

Marine Package

Effective July 1, 2018 to July 1, 2019



Description	Expiring		Renewal	
	2017-2018		2018-2019	
	Great American Alliance Ins. Co. AM BEST - A+ XIV		Great American Alliance Ins. Co. AM BEST - A+ XIV	
Hull & Machinery				
Vessel Limits: (Per Vessel Schedule)				Same As Expiring
Note: Munson Patrol Boat Port Risk		\$148,825		
Trading Warranty:				
Warranted that navigation of the vessels is confined to the waters of the Pacific Ocean not exceeding 25 miles from the Moss Landing Harbor Marina.				
Deductible: As Per Vessel Schedule				
Marine Physical Property Damage				
Limits:				
Fixed or Floating Piers and Docks				
Physical Damage - Any One Occurrence			\$4,000,000	\$5,000,000
Combined Single Limit - Business Income & Extra Expense - per month not to exceed 365 days			\$100,000	
Valuation				
Co-Insurance			Replacement Cost	Same As Expiring
			90%	
Deductibles:				
Fixed or Floating Piers and Docks				
Wind, wind driven water, or flood			\$5,000	
All Other Perils			\$5,000	
Business Income/Extra Expense			30 consecutive days	
Total Estimated Annual Cost			\$46,403	\$54,750

Lockton Insurance Brokers, LLC

All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.

Moss Landing Harbor District

Commercial Package Proposal

Effective: July 1, 2018 - July 1, 2019



Description	Expiring		Renewal	
	2017-2018		2018-2019	
	Great American Alliance Ins. Co.		Great American Alliance Ins. Co.	
	AM BEST - A+ XIV		AM BEST - A+ XIV	
Real Property and Business Personal Property				
Limits:				
Blanket Real Property Limit - Per Schedule		\$3,440,222		\$2,478,935
Blanket Business Personal Property - Per Schedule		\$84,470		\$84,470
Blanket Business Income & Extra Expense - Per Schedule		\$650,000		\$670,000
Extra Expense		Included		Included
Ordinance & Law - Total Limit (See Note Below)***		\$605,000		\$755,000
Deductibles:		\$1,000		
Valuation:		Replacement Cost		Same As Expiring
		Agreed Amount		
Coinsurance		100%		
Crime Coverage				
Limits:				
Employee Theft - Per Occurrence		\$200,000		
Deductible				
Per Occurrence		\$1,000		Same As Expiring
Commercial General Liability				
Limits:				
Per Occurrence		\$1,000,000		
Personal & Advertising Injury		\$1,000,000		
Products & Completed Operations Aggregate		\$1,000,000		
General Aggregate (Other Than Products & Completed Ops Aggregate)		\$2,000,000		
Damage to Premises Rented - Any One Premises		\$100,000		Same As Expiring
Medical Expense - Any One Person		\$5,000		

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.

5/21/2018



Moss Landing Harbor District

Commercial Package Proposal

Effective: July 1, 2018 - July 1, 2019

Description	Expiring		Renewal	
	2017-2018		2018-2019	
	Great American Alliance Ins. Co.		Great American Alliance Ins. Co.	
	AM BEST - A+ XIV		AM BEST - A+ XIV	
Employee Benefits Liability				
Each Claim	\$1,000,000			
Aggregate	\$1,000,000			
Deductibles:				
Bodily Injury and/or Property Damage Liability combined, per occurrence	\$1,000			
Employee Benefits Liability	\$1,000		Same As Expiring	
Contractors Equipment				
Limits:				
Scheduled Property				
Forklift - Caterpillar	\$3,500			
8 x 20 Office Trailer	\$3,500		Same As Expiring	
Deductible				
Any One Occurrence for Contractors Equipment	\$1,000			
Equipment Breakdown				
Limits:				
Equipment Breakdown Limit	\$4,274,692			
Property Damage			Included	
			\$3,223,405	

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.

5/21/2018

Moss Landing Harbor District

Commercial Package Proposal

Effective: July 1, 2018 - July 1, 2019



Description	Expiring	Renewal
	2017-2018	2018-2019
	Great American Alliance Ins. Co.	Great American Alliance Ins. Co.
	AM BEST - A+ XIV	AM BEST - A+ XIV
Data Compromise		
Section 1 - Response Expenses Limit Annual Aggregate	\$100,000	
Deductible:	\$2,500	
Section 2 - Defense and Liability	\$100,000	Same As Expiring
Deductible:	\$2,500	
Total Estimated Annual Cost	\$30,210	\$31,763

***Ordinance and Law Total Limit increased by \$150,000. Renewal request indicated adding a limit of \$1,500,000 for Location 2 Building Ordinance C. Great American can only offer a limit of \$150,000 per location.

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.

5/21/2018



Moss Landing Harbor District

Vessel Pollution Liability

Effective July 1, 2018 to July 1, 2019

Description	Expiring		Renewal	
	2017-2018		2018-2019	
	Great American AM BEST - A+ XIV Liability Limits		Great American AM BEST - A+ XIV Liability Limits	
Schedule of Vessels				
Munson Patrol Boat		\$1,000,000		
Sanitary Barge		\$1,000,000		
Deck Barge/Crane		\$1,000,000		
Navy Skiff		\$1,000,000		
Additional Coverage				
OPA		Policy Limit		
CERCLA		Policy Limit		
Fire Lightning & Salvage		Policy Limit		
Defense Costs		Inclusive of Limits Above		
Fines & Penalties - Per Occurrence		\$1,000,000		
Public Relations - Per Occurrence		\$250,000		
Deductible		Nil		
Policy Rate:				
	Per Motor Vessel	\$300		
	Per Sailing Vessel	\$150		
Total Estimated Annual Cost		\$2,000		\$2,100

Same as Expiring

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.

Moss Landing Harbor District

Automobile Liability Proposal

Effective: July 1, 2018 - July 1, 2019



Description	Expiring			Renewal		
	2017-2018			2018-2019		
	Great American			Great American		
	AM BEST - A + XIV			AM BEST - A + XIV		
	Symbol	Limits /	Deductibles	Symbol	Limits /	Deductibles
Liability - Scheduled, Hired, Non-owned	7,8,9		\$1,000,000	7,8,9		\$1,000,000
Uninsured/Underinsured Motorists - Owned Autos Only	2		\$1,000,000	2		\$1,000,000
Auto Medical Payments each person - Owned Autos Only	2		\$5,000	2		\$5,000
Physical Damage (Owned Autos)			Actual Cash Value			Actual Cash Value
Deductible						
Comprehensive Coverage			\$500			\$500
Collision			\$500			\$500
Except Hired Autos						
Comprehensive Coverage			\$100			\$100
Collision			\$500			\$500
Scheduled Vehicles			2			2
1996 Ford Ranger						
2005 Ford F-150						
Total Estimated Annual Cost			\$2,781.50			\$2,997.50

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.



Moss Landing Harbor District

Excess Liability Proposal

Effective: July 1, 2018 to July 1, 2019

Description	Expiring		Renewal	
	2017-2018		2018-2019	
	Navigators		Navigators	
	AM BEST A XII		AM BEST A XII	
1st Layer Excess (\$5M xs \$1M)				
Limits:				
Any One Accident or Occurrence, Combined Single Limit		\$5,000,000		
Underlying Insurance*				Same as Expiring
Protection & Indemnity		\$1,000,000		
Marina Operators Legal Liability		\$1,000,000		
Wharfinger's Legal Liability		\$1,000,000		
Marine General Liability		\$1,000,000		
Each Occurrence		\$2,000,000		
General Aggregate		\$2,000,000		
Products and Completed Operations Aggregate		\$1,000,000		
Automobile Liability		\$1,000,000		
Employer's Liability		\$1,000,000		
1st Layer Premium		\$10,250		\$12,250
2nd Layer Excess (\$25M xs \$5M)				
Limits:				
Any One Accident or Occurrence, Combined Single Limit		\$25,000,000		Same as Expiring
Underlying Insurance:				
Excess Marine Liability		\$5,000,000		
2nd Layer Premium		\$17,000		\$19,000
Total Estimated Annual Cost		\$27,250		\$31,250

Optional TRIA Premium:

1st Layer - \$612.50
2nd Layer - \$950

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.



Items to Discuss - Uninsured Exposures

Description		Proceed with Quotation	
		Yes	No
Pollution Legal Liability	Pays on behalf of the insured any loss caused by a "pollution event" that emanates from a non-owned scheduled location, that the insured becomes legally obligated to pay as a result of a claim made during the policy period.	<input type="checkbox"/>	<input type="checkbox"/>
Earthquake and Flood	Pays damages to property caused by Earthquake or Flood (natural disaster). Also may pay for cost to remove debris, extra expenses incurred while rebuilding or repairing.	<input type="checkbox"/>	<input type="checkbox"/>
D&O	Pays on behalf of Individual Insureds and the Organization losses resulting from a claim made for wrongful acts. Wrongful act means any actual or alleged error, omission, misstatement, or breach of duty or any matter claimed against an Individual Insured solely by reason of status as such.	<input type="checkbox"/>	<input type="checkbox"/>
Fiduciary/ Crime	Provides coverage for Trustees of sponsored Employee Benefit Plans for actual or alleged breach of fiduciary duty; errors or omissions in the administration of Employee Benefits; and for any other matter claimed solely because of status as a fiduciary of an Employee Benefit Plan.	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability (Network Security/Privacy Liability)	<ul style="list-style-type: none">• Security Liability is the unauthorized access/use of a utility's (or vendor/partner/ independent contractor) network. The exposure increasingly involves the theft of mobile computer equipment such as a desktop server or a laptop to perpetrate data theft. It is well known that many cases involve inside employees who have trusted access into the network. Employees or trusted third parties with access into the network can steal identity information, critical business information, transmit malicious code, and participate in a denial of service attack against your network or the network of others. This risk includes paper documents, as well as electronic data.• Privacy Liability is the violation of privacy laws or regulations that permit individuals to control the collection, access, transmission, use, and accuracy of their personally identifiable medical and/or financial information. The most serious civil and regulatory exposure surrounds personally identifiable non-public information; however there are risks associated with disclosure or theft of confidential corporate data of others.	<input type="checkbox"/>	<input type="checkbox"/>

Signed _____

Dated _____

Lockton Insurance Brokers, LLC
All coverage is subject to the policy terms, conditions, exclusions and limitations.
Policy forms are attached for your review.

Public Officials' Liability & Employment Practices Liability

		Expiring Program 2017 - 2018	Renewal Program 2018 - 2019
INSURER	Indian Harbor Insurance Company Non-Admitted Carrier A.M. Best Rating: A XV		
NAMED INSURED	Moss Landing Harbor District		
COVERAGE	<p>Public Officials' Liability & Employment Practices Liability</p> <p>Public Officials' Liability and Employment Practices liability coverage is designed to address the exposures faced by public entities and those who serve them. Policies respond to claims brought against an insured public entity, its board members, employees and volunteers for any actual or alleged breach of duty, neglect, error, misstatement or omission in the course of their public duties.</p> <p>Coverage also extends to claims arising from a variety of employment-related violations, including, but not limited to, wrongful termination, discrimination, harassment, and retaliation.</p>		
POLICY FORM	Claims Made Policy		
LIMITS	\$1,000,000 Per Claim & Policy Aggregate		
RETENTIONS	\$0 Each Non-Indemnifiable Claim \$35,000 Each Indemnifiable Claim \$35,000 Each Entity Claim		
CLAIM NOTIFICATION	Must provide written notice of claim as soon as practicable but in no event later than 75 days after the end of the Policy period		
DUTY TO DEFEND	Yes- The Insurer has the duty to defend claims and appoint counsel.		
DEFENSE COST	Defense expenses are in addition to, and will not reduce, the applicable Limits of Liability		
SETTLEMENT CLAUSE	60/40		
THIRD PARTY COVERAGE	Yes- The policy responds to claims brought by persons other than employees or applicants for employment for violation of Discrimination Laws and Sexual Harassment.		
APPLICATION SEVERABILITY	<p>Knowledge possessed by an Insured Person will not be imputed to any other Insured.</p> <p>Only knowledge of the elected or appointed official, or the highest-ranking member of any of the boards, commissions or units, or any other person in a functionally equivalent position impute to the Entity</p>		

Public Officials' Liability & Employment Practices Liability

		Expiring Program 2017 - 2018	Renewal Program 2018 - 2019
INSURER		Indian Harbor Insurance Company Non- Admitted Carrier A.M. Best Rating: A XV	
NAMED INSURED		Moss Landing Harbor District	
COVERAGE		<p>Public Officials' Liability & Employment Practices Liability</p> <p>Public Officials' Liability and Employment Practices liability coverage is designed to address the exposures faced by public entities and those who serve them. Policies respond to claims brought against an insured public entity, its board members, employees and volunteers for any actual or alleged breach of duty, neglect, error, misstatement or omission in the course of their public duties.</p> <p>Coverage also extends to claims arising from a variety of employment-related violations, including, but not limited to, wrongful termination, discrimination, harassment, and retaliation.</p>	
POLICY FORM		Claims Made Policy	
LIMITS		\$1,000,000 Per Claim & Policy Aggregate	
RETENTIONS		\$0 Each Non-Indemnifiable Claim \$35,000 Each Indemnifiable Claim \$35,000 Each Entity Claim	
CLAIM NOTIFICATION		Must provide written notice of claim as soon as practicable but in no event later than 75 days after the end of the Policy period	
DUTY TO DEFEND		Yes- The Insurer has the duty to defend claims and appoint counsel.	
DEFENSE COST		Defense expenses are in addition to, and will not reduce, the applicable Limits of Liability	
SETTLEMENT CLAUSE		60/40	
THIRD PARTY COVERAGE		Yes- The policy responds to claims brought by persons other than employees or applicants for employment for violation of Discrimination Laws and Sexual Harassment.	
APPLICATION SEVERABILITY		Knowledge possessed by an Insured Person will not be imputed to any other Insured.	
		Only knowledge of the elected or appointed official, or the highest-ranking member of any of the boards, commissions or units, or any other person in a functionally equivalent position impute to the Entity	



Moss Landing Harbor District

Public Officials' Liability & Employment Practices Liability

Renewal Proposal

Program Term: July 01, 2018 – July 01, 2019

Lockton Insurance Brokers, LLC
Three Embarcadero Center, Suite 600
San Francisco, California 94111
(415) 568-4000 Phone (415) 992-4000 Fax
License Number 0714705

L O C K T O N I N S U R A N C E B R O K E R S

Expiring Program 2017 - 2018		Renewal Program 2018 - 2019																					
NON-RESCINDABILITY	Policy is fully non- rescindable																						
TERRITORY	Anywhere in the world																						
NOTABLE EXCLUSIONS (Please refer to the policy for the complete listing)	>	A lockout, strike, picket line, hiring of replacement workers, riot or civil commotion, or other similar actions in connection with labor disputes or labor negotiations.																					
	>	The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omissions by an insured; or advantage to which such Insured is not legally entitled.																					
	>	Bodily Injury and Property Damage, with coverage carved back for Mental Distress arising out of a Wrongful Employment Practices																					
	>	Breach of contract/ agreement																					
	>	Failure to effect or maintain insurance																					
	>	Pollution																					
	>	Insured's activities as a trustee or fiduciary with respect to any type of Employee benefit plan																					
	>	Construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services.																					
	RATING FACTORS																						
	2017 - 2018		2018 - 2019																				
\$3,319,224		Total Revenue	\$4,185,018 (+26%)																				
\$21,151,860		Total Assets	\$21,422,759 (+3%)																				
10 (8 FT & 2 PT)		Employee Count	9 (9 FT & 0 PT) (-10%)																				
SUBJECTIVITIES REQUIRED (Post Binding)	> Completed "CA Form D-1"- Signed and dated																						
ANNUAL PREMIUM	<table><tr><td colspan="2">17/18 Expiring</td><td colspan="2">18-19 Renewal</td></tr><tr><td colspan="2">\$15,464</td><td colspan="2">\$15,940</td></tr><tr><td colspan="2">+ \$502.69 (3.2% CA Taxes/Fees)</td><td colspan="2">+ \$517.92 (3.2% CA Taxes/Fees)</td></tr><tr><td colspan="2">+ \$245 (Policy Fee)</td><td colspan="2">+ \$245 (Policy Fee)</td></tr><tr><td colspan="2">\$16,211.69</td><td colspan="2">\$16,702.92</td></tr></table>			17/18 Expiring		18-19 Renewal		\$15,464		\$15,940		+ \$502.69 (3.2% CA Taxes/Fees)		+ \$517.92 (3.2% CA Taxes/Fees)		+ \$245 (Policy Fee)		+ \$245 (Policy Fee)		\$16,211.69		\$16,702.92	
17/18 Expiring		18-19 Renewal																					
\$15,464		\$15,940																					
+ \$502.69 (3.2% CA Taxes/Fees)		+ \$517.92 (3.2% CA Taxes/Fees)																					
+ \$245 (Policy Fee)		+ \$245 (Policy Fee)																					
\$16,211.69		\$16,702.92																					

PREMIUM ASSIGNMENT CORPORATION

PREMIUM FINANCE AGREEMENT

Quote # E408548

California #
151 Kalmus Dr. Suite
Costa Mesa, CA 92
Phone (850) 558-5

☐ PERSONAL

☒ COMMERCIAL

☐ NEW

☒ AGENCY RENEWAL

☐ ADD'L PREMIUM

THIS AGREEMENT, made effective the

MOSS LANDING HARBOR DISTRICT

(Name of Borrower/Insured exactly as it appears in financed policies)

1

day of

July 2018

, between

ADDRESS **7881 SANDHOLDT ROAD**

CITY **MOSS LANDING**

STATE **CA**

ZIP **95039**

PHONE # **(831) 633-5417**

hereinafter called the Borrower, and Premium Assignment Corporation II, a California Corporation hereinafter called Lender, for the purpose of financing the purchase of insurance policies described in the Scheduled Policies of Insurance listed in page 3 to this Agreement.

TOTAL PRICE OF PREMIUMS	- CASH DOWN PAYMENT	= PRINCIPAL BALANCE OWED ON PREMIUMS	+ DOC STAMPS & SERVICE FEE (if applicable)	= TOTAL AMOUNT FINANCED	+ FINANCE CHARGE (Amount credit costs over term of loan)	= TOTAL OF PAYMENTS (Amount paid if all payments made as scheduled)	ANNUAL PERCENTAGE RATE
139,563.42	13,950.00	125,613.42	0.00	125,613.42	2,587.88	128,201.30	4.47

SELECT BILLING OPTION: ☐ Payment Book ☒ Monthly Invoice ☐ Direct Debit

YOUR PAYMENT SCHEDULE WILL BE:

Each monthly payment due on same day of each succeeding month until paid in full.

Amount of Monthly Payment

12,820.13

Number of Payments

10

Date First Payment is Due

8/1/2018

FOR VALUE RECEIVED, BORROWER PROMISES TO PAY to the order of Lender at the address given at the top of this page, the Total Amount Financed and all sums shown above, including interest at the Annual Percentage Rate and other charges as described hereinafter, pursuant to the terms stated below and in page 2 of this Agreement.

1. **SECURITY FOR PAYMENT:** To secure payment of all sums due under this Agreement, Borrower grants Lender a security interest in any unearned premiums or other sums which may become payable under the Scheduled Policies of Insurance shown on page 3.

2. **LIMITED POWER OF ATTORNEY:** BORROWER IRREVOCABLY APPOINTS LENDER AS ATTORNEY-IN-FACT TO CANCEL THE SCHEDULED POLICIES OF INSURANCE AFTER BORROWER DEFAULTS IN MAKING PAYMENTS UNDER THIS AGREEMENT.

3. **NOTICE TO BORROWER:** (1) Do not sign this Agreement before you read it, or if it contains any blank space (other than as provided on the next page). (2) You are entitled to have and should retain a completely filled in copy of this Agreement to protect your legal rights. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge, and (4) BY SIGNING BELOW BORROWER AGREES TO THE PROVISIONS ABOVE AND ALL OF THE TERMS WHICH APPEAR ON THE SECOND PAGE OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF COPIES OF PAGES 1, 2 AND 3 OF THIS AGREEMENT and (5) The undersigned Agency may receive compensation from Lender for aiding in the preparation of this Agreement and payment of the financed premiums.

SIGNATURE OF ALL INSURED[S] NAMED IN POLICIES OR AUTHORIZED AGENT OF INSURED[S], AS PERMITTED BY LAW:

Date _____
Name and Title: _____

PRODUCER'S REPRESENTATIONS & WARRANTIES:

Date _____
Name and Title: _____

The undersigned Producer represents and warrants that: (A) The Cash Down Payment shown above has been paid by or on behalf of the Borrower. (B) The Total Price of Premiums shown above has been or will be used to purchase insurance policies shown in the Scheduled Policies of Insurance on page 3 of this Agreement. Any portion of the Total Price of Premiums received by Producer that is not used to purchase such insurance policies, as well as any refunds or credits on such policies, shall be promptly paid to Lender. (C) To the best of the undersigned's knowledge and belief, Borrower is not subject to any bankruptcy or insolvency proceedings and Producer has no reason to believe that Borrower is insolvent. (D) The Borrower's signature(s) is (are) genuine and authorized, or to the extent permitted by applicable law, the Producer has been authorized by Borrower to sign this Agreement on Borrower's behalf. (E) Producer has delivered or will deliver a copy of this Agreement to Borrower. Producer agrees that the Representations & Warranties above, as well as those on page 3 of this Agreement, are a binding contract between Producer and Lender.

PRODUCER / AGENCY
Name **LOCKTON INS BROKERS/SAN FRANCISCO**
Address **3 EMBARCADERO CTR STE 600**
SAN FRANCISCO, CA 94111

Date _____

PRODUCER'S SIGNATURE _____

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA

IN CONSIDERATION of the payment by Lender of the Principal Balance Owed on Premiums shown on page 1 to the insurance companies named in the Scheduled Policies of Insurance shown on page 3 (or the agents of such companies), the Borrower agrees:

4. ACCEPTANCE DATE This Agreement is binding upon its acceptance by Lender. Acceptance shall occur upon payment of the Principal Balance Owed on Premiums to the insurance companies named in the Scheduled Policies of Insurance, or the agents of such companies.

5. PAYMENTS Borrower shall make payments directly to Lender in the amounts and at the same time specified on page 1 of this Agreement. Payments shall be made at Lender's address given at the top of page 1 or such other address as Lender may direct in writing. Payments made to any other address, person, firm, corporation or insurance agency (including but not limited to the Producer) shall not constitute payment to Lender. Payments received after cancellation of the Scheduled Policies of Insurance shall be credited to the unpaid balance due under this Agreement and shall not constitute reinstatement of the cancelled policies, nor shall it constitute a waiver by Lender of any rights.

6. LATE CHARGES If a payment is more than 10 days late, Borrower agrees to pay a late charge of 5% of each delinquent or unpaid installment, unless prohibited by applicable law.

7. DEFAULT/CANCELLATION A default shall occur if Borrower fails to pay any sums required by this Agreement in a timely manner, including interest and Late Charges, or if Borrower fails to carry out any other obligations under this Agreement. After default, any unpaid balance of the Total Amount Financed may become immediately due and payable in full at the option of Lender, and Lender may enforce its security interest and its rights under the Limited Power of Attorney. Interest will continue to accrue on the unpaid balance at the Annual Percentage Rate or maximum rate allowed by applicable law, at the option of Lender, until all balances owed under this Agreement are paid. Lender may request cancellation of all or any of the Scheduled Policies of Insurance at the earliest time after default permitted by applicable law.

8. EXCESS INTEREST OR FEES It is the intent of the Lender that no interest, fee or charge in excess of that permitted by applicable law will be charged, taken or become payable under this Agreement. In the event it is determined that Lender has taken, charged or accrued interest, fees or charges in excess of that permitted under law, such excess shall be returned to Borrower or credited against the sum due Lender hereunder.

9. REFUNDS The Borrower will receive a refund of the finance charge if the account is prepaid in full prior to the last installment due date. The refund shall be computed according to applicable law.

10. SHORTAGE OR OVERAGE OF RETURNED PREMIUM If Lender does not receive unearned premiums or other funds after cancellation or expiration of the Scheduled Policies of Insurance in an amount sufficient to pay the unpaid balance due under this Agreement, Borrower agrees to pay the deficiency to Lender on demand. Interest shall accrue on the deficiency at the Annual Percentage Rate, or the maximum rate allowed by applicable law, at the option of Lender. If the unearned premiums received by Lender are more than the amount due under this Agreement, the excess shall be returned to Borrower within the time allowed by applicable law. Borrower has no right to any excess of less than the minimum amount required to be paid by applicable law.

11. ATTORNEYS FEES/COURT COSTS Borrower agrees to pay all attorneys fees, expenses and costs incurred by Lender in collecting amounts due from Borrower under this Agreement, including attorneys fees incurred on appeal and in bankruptcy, unless prohibited or limited by applicable law.

12. LENDER RELATIONSHIP Borrower acknowledges that: (a) Lender is not an insurance agent nor an insurance company, (b) This Agreement is a financing agreement and not an insurance policy or guarantee of insurance coverage, (c) Lender has played no part in the selection or structuring of the financed insurance policies, (d) Lender has no obligation to request reinstatement of any insurance policies properly cancelled after a default under this Agreement, and (e) The decision of whether to reinstate insurance coverage is made solely by the insurance companies providing coverage, not Lender.

13. ADDITIONAL PREMIUMS Lender may advance to Producer, as Borrower's agent, or to an insurance company any additional premiums that may become due, less normal down payment, adding the advanced amount, plus any finance charge, to Borrower's balance under this Agreement. However, any additional premium which is owed to the insurance company(ies) named in the Scheduled Policies of Insurance as a result of any misclassification of risk which is not paid in full or financed in this Agreement may result in cancellation of the coverage by the insurance company for nonpayment of premium. Lender's payment shall not be applied by the insurer to pay for any additional premium owed by Borrower as a result of any misclassification of risk.

14. LENDER LIABILITY Lender is not responsible for any damages resulting from cancellation of the Scheduled Policies of Insurance by Lender, as long as the cancellation was done in accordance with applicable law. Borrower shall be responsible for Lender's reasonable attorneys fees and expenses for any unsuccessful action filed by Borrower seeking damages for improper cancellation. Lender's liability for breach of this Agreement shall be limited to the Principal Balance Financed under this Agreement, if permitted by applicable law.

15. RETURNED CHECKS Borrower agrees to pay a returned check fee of \$15, as allowed by applicable law, for each of Borrower's checks returned to Lender for insufficient funds or because the insured has no account in the payor bank.

16. WARRANTIES OF BORROWER Borrower warrants that: (a) Each of the Scheduled Policies of Insurance have been issued or a binder has been issued; (b) Borrower has not and will not assign or encumber any unearned premium of the Scheduled Policies of Insurance or grant a power of attorney to cancel the Scheduled Policies of Insurance to anyone other than Lender until all sums due under this Agreement are paid in full; (c) Lender may assign all its rights under this Agreement as allowed by applicable law; (d) No proceeding in bankruptcy or insolvency has been instituted by or against Borrower or is contemplated by Borrower, and (e) No insurance financed by this Agreement was purchased for personal, family or household purposes, unless so indicated on page 1.

17. INTEREST CALCULATION Interest is computed on an annual basis of 12 months of 30 days on the balance of the Total Amount Financed, from the effective date of the earliest insurance policy for which premiums are being advanced to the date when all sums due under this Agreement are paid.

18. BLANK SPACES Borrower agrees that if any policy financed by this Agreement has not been issued at the time the Agreement is signed, the names of the insurance companies issuing the financed policies, the policy numbers and the due date of the first installment may be inserted in the Agreement after it is signed.

19. GOVERNING LAW The Parties agree that the law of the state in which this Agreement is executed shall control the interpretation of the Agreement and the rights of the parties, unless the Agreement is executed in a state without premium finance laws, in which case the law of the State of Florida shall govern.

20. SAVINGS AND MERGER CLAUSE The Parties agree that if one or more portions of this Agreement are found to be invalid or unenforceable for any reason, the remaining portions shall remain fully enforceable. The parties also agree that this Agreement contains the entire agreement between the parties regarding the subject matter herein and supersedes any prior discussions.

21. FINANCING OPTION Entry into this financing arrangement is not a condition of obtaining insurance. You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose.

Insured:

MOSS LANDING HARBOR DISTRICT

Street Address:

7881 SANDHOLDT RD

MOSS LANDING, CA 95039

NOTICE OF ASSIGNMENT

The insured agrees not to assign the enclosed Premium Finance Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof).

SCHEDULED POLICIES OF INSURANCE

MOSS LANDING HARBOR DISTRICT
7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039
(831) 633-5417

V8(16)G354GI3.19
LOCKTON INS BROKERS/SAN FRAN 17610
3 EMBARCADERO CTR STE 600
SAN FRANCISCO, CA 94111-4065
(415) 568-4000

Premium	Down Payment	Unpaid Balance	Doc Stamps/Fees	Amt. Financed	Finance Charges	Total / Payments
139,563.42	13,950.00 (10.00 %)	125,613.42	0.00	125,613.42	2,587.88	128,201.30

Payment	Payments	Rate	First Due	Type	Status	Contract Type
12,820.13	10	4.47 %	8/1/2018	INVOICE	RENEW	COMMERCIAL

EFF DATE	EXP DATE	COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
7/1/2018	7/1/2019	CO: GREAT AMER INS MGA:	CINCINNATI	OH	84049	MAR 100.00 %		54,750.00
7/1/2018	7/1/2019	CO: GREAT AMER INS MGA:	CINCINNATI	OH	84049	PKG 0.00 %		31,763.00
7/1/2018	7/1/2019	CO: GREAT AMER INS MGA:	CINCINNATI	OH	84049	POLL 42.86 %		2,100.00
7/1/2018	7/1/2019	CO: GREAT AMER INS MGA:	CINCINNATI	OH	84049	BA 0.00 %		2,997.50
7/1/2018	7/1/2019	CO: NAVIGATORS INS CO MGA:	SAN FRANCISCO	CA	86742	EXCS 100.00 %		12,250.00

Created By: KimH

Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

(F) All information provided above is complete and correct in all respects and the policies listed above are or will be in force on the stated Effective Date and delivered by Producer to the Borrower, except for assigned risk or residual market policies.

(G) If any information listed above is or becomes incomplete or inaccurate, Producer shall promptly provide correct information to Lender.

(H) The Producer is an authorized policy issuing agent of the companies issuing the policies listed above or is the authorized agent of the MGA or broker placing the coverage directly with the insuring company, **except those policies indicated with an "X"**.

(I) None of the policies listed above are subject to reporting or retrospective rating provisions. All policies subject to audit, minimum or fully earned premium provisions are indicated below:

Policy No and Prefix No:

(J) Except as indicated above, all Scheduled Policies of Insurance can be cancelled by Borrower or Lender on 10 days notice and the unearned premiums will be computed pro rata or on the standard short rate table.

(K) If any Scheduled Policies of Insurance are subject to audit, Producer and Borrower have made good faith determination that the deposit, provisional or initial premiums are not less than the anticipated premiums to be earned for the full term of the policy(ies).

(L) Upon cancellation of any of the Scheduled Policies of Insurance, Producer shall remit to Lender the full amount of the unearned premium, including unearned commission, as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt from the insuring company.

(M) Producer has disclosed to Borrower any compensation received for arranging, directing or performing services in connection with this agreement.

DOCUMENTARY STAMPS REQUIRED BY LAW IF ANY ARE AFFIXED TO MONTHLY JOURNAL AND CANCELLED.

SCHEDULED POLICIES OF INSURANCE

MOSS LANDING HARBOR DISTRICT
7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039
(831) 633-5417

V8(16)G354GI3.19
LOCKTON INS BROKERS/SAN FRAN 17610
3 EMBARCADERO CTR STE 600
SAN FRANCISCO, CA 94111-4065
(415) 568-4000

EFF DATE EXP DATE	COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
7/1/2018 7/1/2019	CO: NAVIGATORS INS CO MGA:	SAN FRANCIS	CA	86742	UMBR 100.00 %		19,000.00
7/1/2018 7/1/2019	CO: INDIAN HARBOR INS CO MGA:	STAMFORD	CT	84750	EPLI 0.00 %		15,940.00
Taxes/Fees							762.92
Total							16,702.92

Created By: KimH

Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

(F) All information provided above is complete and correct in all respects and the policies listed above are or will be in force on the stated Effective Date and delivered by Producer to the Borrower, except for assigned risk or residual market policies.

(G) If any information listed above is or becomes incomplete or inaccurate, Producer shall promptly provide correct information to Lender.

(H) The Producer is an authorized policy issuing agent of the companies issuing the policies listed above or is the authorized agent of the MGA or broker placing the coverage directly with the insuring company, **except those policies indicated with an "X"**.

(I) None of the policies listed above are subject to reporting or retrospective rating provisions. All policies subject to audit, minimum or fully earned premium provisions are indicated below:

Policy No and Prefix No:

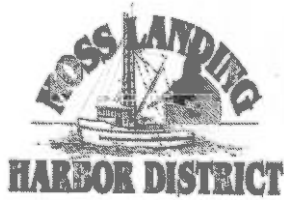
(J) Except as indicated above, all Scheduled Policies of Insurance can be cancelled by Borrower or Lender on 10 days notice and the unearned premiums will be computed pro rata or on the standard short rate table.

(K) If any Scheduled Policies of Insurance are subject to audit, Producer and Borrower have made good faith determination that the deposit, provisional or initial premiums are not less than the anticipated premiums to be earned for the full term of the policy(ies).

(L) Upon cancellation of any of the Scheduled Policies of Insurance, Producer shall remit to Lender the full amount of the unearned premium, including unearned commission, as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt from the insuring company.

(M) Producer has disclosed to Borrower any compensation received for arranging, directing or performing services in connection with this agreement.

DOCUMENTARY STAMPS REQUIRED BY LAW IF ANY ARE AFFIXED TO MONTHLY JOURNAL AND CANCELLED.



BOARD OF HARBOR COMMISSIONERS

Russell Jeffries
Tony Leonardini
Vincent Ferrante
Margaret "Peggy" Shirrel, Ph.D.
James R. Goulart

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



GENERAL MANAGER
HARBOR MASTER
Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 24 - CONSIDER ADOPTING RESOLUTION 18-12 AMENDING RESOLUTION 17-12 INCREASING SEALASKA'S CONSULTING CONTRACT AMOUNT
BOARD MEETING OF MAY 30, 2018

The Board adopted Resolution 17-12 authorizing the General Manager to enter into a professional services contract with Sealaska for environmental planning and management in connection with the 2017 FEMA dredge event in the amount of \$263,790.00.

Recently one of the permitting agencies requested additional sediment sampling, analysis and other requirements before they would support issuance of our dredge permit. Attached is a letter dated May 3, 2018 from Sealaska along with a cost and schedule table outlining the additional costs for the additional tasks in the amount of \$20,089.00.

Ken Israel, General Manager of Sealaska Engineering and Applied Sciences should be at this Board meeting to provide additional information and respond to questions regarding these additional costs.

Staff recommends the Board consider adopting Resolution 18-12 Amending Resolution 17-12.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

May 3, 2018

Moss Landing Harbor District
Linda McIntyre
7881 Sandholdt Road
Moss Landing, CA 95039

Subject: Updated Cost and Schedule for Dredge Consulting Services for 2017-2018

Dear Linda:

Based on the feedback and requests made by the agencies, the dredge support schedule and associated costs have been updated in the attached table. These changes reflect the following modifications to the SAP:

- One additional sample area, and one additional sample composite for analysis;
- Six additional sample core locations;
- New PCB analytes (congeners instead of aroclors);
- Elimination of bioassays for North Harbor composite areas; and
- Inclusion of a more robust historical narrative.

If you need any additional information in order to issue a change order, please let me know.

Regards,



Ken Israel
General Manager
Sealaska Engineering & Applied Sciences

Attachment

Sealaska, Engineering and Applied Science
 Cost and Schedule Table: Moss Landing Harbor Dredging
 May 3, 2018

Task #	Task	Date of Completion		Additional Cost	
1	Response to USFWS Comments	Completed			
2	Condition Survey	Completed			
3	Section 408 Request (add Federal Channel)	Not applicable at this time			
4	SAP Preparation & Approval	5-4-18		\$9,951.00	
5	Sampling Mobilization	5-4-18		\$0	
6	Sample Collection	5-11-18		\$10,565	
7	Sediment Quality Analysis*	6-15-18		(\$5,401)	
8	Report Preparation & Approval	7-27-18		\$4,974	
9	Water Quality Certification	Completed			
10	Pre-Dredge Survey	8-3-18	To be completed		
11	Bid Doc Prep & Contractor Selection	9-14-18	To be completed		
12	DOP Preparation & Approval	9-28-18	To be completed		
13	Construction Management Start/End	10-8-18/11-16-18	To be completed		
14	Post-Dredge Survey	11-30-18	To be completed		
	TOTAL			\$20,089.00	

* Does not include bioaccumulation potential (BP) testing. Need for BT testing will be known when sediment chemistry results are reported on approximately June 1.

RESOLUTION NO. 18-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING RESOLUTION 17-12 INCREASING EXPENDITURE FOR ENVIRONMENTAL PLANNING AND MANAGEMENT IN CONNECTION WITH THE 2016/2017 FEMA DREDGE EPISODE

WHEREAS, the District adopted Resolution No. 17-12 on September 27, 2017 approving a proposal from Sealaska for environmental planning, consulting, reporting and marine engineering in connection with the 2017 Atmospheric River Storm FEMA dredge project and authorizing the General Manager to expend not to exceed \$262,790.00 for such services, and

WHEREAS, Ken Israel with Sealaska has undertaken and continues to perform the tasks described and the Board authorized by Resolution No. 17-12, and

WHEREAS, subsequently certain permitting authorities have requested additional Sediment Sampling and Analysis be performed at an additional cost of \$20,089.00 as shown on attached Exhibit A, without which sediment sampling and analysis the permits to dredge will not be issued, and

WHEREAS, payment for these services is anticipated to be paid initially from the District's general funds as included in the FY 2017/2018 and FY 2018/2019 budget and from the dredge project line item and ultimately by partial reimbursement from FEMA.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Moss Landing Harbor District that Resolution 17-12 is hereby Amended to approve additional expenses as set forth in Exhibit A attached hereto, that the General Manager is hereby authorized to expend an additional amount not to exceed \$20,089.00 for the services described in Exhibit A and that the provisions of Resolution 17-12 shall remain in full force and effect except as amended by this Resolution 18-12.

CERTIFICATION

Resolution 18-12 was duly passed and adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a duly noticed meeting of the Board held on the 30th day of May, 2018 a quorum present and acting throughout, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Russ Jeffries, President
Board of Harbor Commissioners

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

Sealaska, Engineering and Applied Science
 Cost and Schedule Table: Moss Landing Harbor Dredging
 May 3, 2018

Task #	Task	Date of Completion		Additional Cost	
1	Response to USFWS Comments	Completed			
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14	Post-Dredge Survey	11-30-18	To be completed		
	TOTAL			\$20,089.00	

* Does not include bioaccumulation potential (BP) testing. Need for BT testing will be known when sediment chemistry results are reported on approximately June 1.

EXHIBIT

A

RESO 18-12