

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

June 27, 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.
2. Confer with Labor negotiators pursuant to Government Code §54857.6 re Carpenters 46 No. California Conference – Chief Negotiator Assistant General Manager Tommy Razzeca.

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 30, 2018 Special Meeting Minutes.

F. FINANCIAL REPORT

2. Financial report month ending May 31, 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

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

- 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

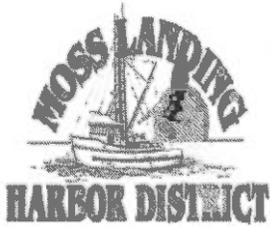
- 19. ITEM – Maintenance Dock Erosion Emergency Project update.
 - a. Staff report
 - b. Public Comment
 - c. Board discussion
 - d. Board action
- 20. ITEM – Consider Adopting Resolution No. 18-10 regarding the 4th Amendment to the People’s Desal Reimbursement Agreement and the 3rd Amendment to the Aspen Contract
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action
- 21. ITEM – Consider approving Memorandum of Understanding with Carpenters 46
 - 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 July 25, 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 30, 2018

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.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Open session was called to order at 7:01 pm. After the Pledge of Allegiance, roll was called:

Commissioners Present:

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

Staff Present:

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

None

E. CONSENT CALENDAR

1. Approval of the May 3, 2018 Special Meeting Minutes. A motion to approve was made by Commissioner Shirrel, seconded by Commissioner Goulart. The motion passed 4-0-1 (Commissioner Leonardini abstained)

F. FINANCIAL REPORT

2. Financial report month ending April 30, 2018. GM McIntyre gave the highlights. A motion was made by Commissioner Ferrante, seconded by Commissioner Leonardini, to accept the Financial Report. The motion passed unanimously on a roll-call vote.

G. MANAGER'S REPORTS

3. Projects Status/Update – written report/no questions
4. Community Relations; Requests/Issues – Responding to the report that the cost for MLHD elections if there are more candidates than seats is estimated at \$700,000, Commissioner Ferrante mentioned Salinas Valley Memorial is also very large. GM McIntyre said she would contact them to discuss similar concerns with them.
5. Summary of Permits Issued – written report/no questions
6. Meeting Announcements – written report/no questions
7. Liveaboard Report – written report/no questions
8. Slip Income Report – written report/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 – nothing to report
13. Budget Committee – Leonardini/Shirrel – yes, had a budget committee meeting to see what we might do after we receive information from Elections Department as to whether more candidates file than there are seats available, generating costs to the District \$500,000 above budget.
14. Liveaboard 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 Legislative days in Sac and gave a report of the events that took place. President Jeffries and Commissioner Leonardini, along with the GM, AGM and District Counsel, hosted a Moss Landing Community Plan Meeting with reps of the CCSD regarding water allocation. Public Comment: Maureen Huber of the EYC asked whether the new plan would benefit MBARI. President Jeffries said not under the current plan but it could under the proposed MLCP.

I. NEW BUSINESS

19. ITEM – Consider authorizing changes re sewer lift station and awning to North Harbor Building project.
 - a. Staff report – AGM Razzeca gave the report
 - b. Public Comment - none
 - c. Board discussion – Board asked questions in reference to sewer lift.
 - d. Board action – A motion was made by Commissioner Ferrante, seconded by Commissioner Shirrel, to approve 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 authorizing staff to accept a credit and remove the fabrication and installation of the custom awning from the plans. The motion passed unanimously on a roll-call vote.
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 – 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.
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 – None
 - b. Public comment -None
 - c. Board discussion - None
 - d. Board action – Postponed until June 27, 2018 meeting.
22. ITEM – Consider Adopting Resolution 18–11 re OMB Super Circular Procurement Policies
 - a. Staff report – GM McIntyre gave the report. District Counsel Rodriquez added that we actually already follow these requirements.
 - b. Public comment – None
 - c. Board discussion – None

d. Board action – A motion was made by Commissioner Shirrel, seconded by Commissioner Goulart to adopt Resolution No. 18-11 establishing the Moss Landing Harbor District's Procurement Policies and Procedures. The motion passed unanimously on a roll-call vote.

23. ITEM – Consider Accepting the District's policies for property, liability and public official insurance and accepting the premium finance proposal

a. Staff report – GM McIntyre gave the report

b. Public comment - None

c. Board discussion – GM McIntyre asked the Board if they would like her to obtain the cost for Earth Quake insurance which can be added later if the Board so chooses. Commissioners agree that we would be doing our due diligence.

d. Board action – A motion was made by Commissioner Ferrante, seconded by Commissioner Leonardini to accept the Insurance Renewal Proposal and approve the financing option above, authorize the General Manager to execute the agreement for same and authorize payment in accordance with the proposal. The motion passed unanimously on a roll-call vote.

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 – GM McIntyre gave the report. I suggested he should build in a cushion in any future projects; District Counsel Rodriguez said the consultant should not perform any tasks that require additional compensation prior to authorization

b. Public comment – None.

c. Board discussion – None

d. Board action – A motion was made by Commissioner Leonardini, seconded by Commissioner Shirrel that the Board adopts Resolution 18-12 Amending Resolution 17-12. The motion passed unanimously on a roll-call vote.

J. COMMISSIONERS COMMENTS AND CONCERNS

Commissioner Ferrante mentioned that he attended a firehouse opening. Commissioner Leonardini suggested covering the sign at Kirby Park while it remains closed pending County road repairs.

K. ADJOURNMENT

The meeting adjourned at 8:49 pm.

Respectfully submitted,

Vince Ferrante, Secretary
Board of Harbor Commissioners

ATTEST:

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District Balance Sheet As of May 31, 2018

	May 31, 18	May 31, 17	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1009 · Union - Operating	64,708	58,060	6,648	11%
1010 · Union - M.M.	4,336,040	4,138,574	197,466	5%
1011 · Union - Payroll	36,663	55,054	-18,391	-33%
1015 · 1st Capital Bank	1,546,978	1,544,665	2,313	0%
1016 · Pinnacle Bank Interest Account		22,922	-22,922	-100%
1018 · Union Bank- Trust Account	602,200	100,795	501,405	497%
1020 · Umpqua - Restricted	1,010,617	1,009,484	1,133	0%
Total Checking/Savings	7,597,706	6,930,054	667,652	10%
Accounts Receivable				
11290 · Leases				
1282 · NNN Receivable	62,961	38,804	24,157	62%
1284 · Local Bounty	1,222		1,222	100%
1299 · Pottery Planet		-3,247	3,247	100%
Total 11290 · Leases	64,183	35,557	28,626	81%
1200 · Marina Receivables	104,915	89,366	15,549	17%
1201 · Marina - Allow for Bad Debt	-50,173	-44,520	-5,653	-13%
Total Accounts Receivable	118,925	80,403	38,522	48%
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	17,766	9,526	8,240	87%
Total 1271 · Prepaid Expenses	17,766	9,526	8,240	87%
Total Other Current Assets	17,766	9,526	8,240	87%
Total Current Assets	7,734,397	7,019,983	714,414	10%
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	26,671,305	26,671,305		

Moss Landing Harbor District
Balance Sheet
As of May 31, 2018

	<u>May 31, 18</u>	<u>May 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
1800 · Less - Depreciation				
1805 · Equipment	-783,566	-777,390	-6,176	-1%
1810 · NH Buildings & Improvements	-3,745,278	-3,490,433	-254,845	-7%
1820 · NH Floating Docks	-508,436	-496,748	-11,688	-2%
1825 · NH Offsite Improvements	-459,059	-440,269	-18,790	-4%
1830 · SH Buildings & Improvements	-5,985,477	-5,773,922	-211,555	-4%
1840 · SH Floating Docks	-5,559,893	-5,138,134	-421,759	-8%
Total 1800 · Less - Depreciation	<u>-17,041,709</u>	<u>-16,116,896</u>	<u>-924,813</u>	<u>-6%</u>
1900 · Land	<u>1,642,860</u>	<u>1,642,860</u>		
Total Fixed Assets	<u>12,822,194</u>	<u>13,343,655</u>	<u>-521,461</u>	<u>-4%</u>
Other Assets				
1320 · Workers Comp Deposit	200	200		
1530 · Principal Financial CS	<u>7,389</u>	<u>7,389</u>		
Total Other Assets	<u>7,589</u>	<u>7,589</u>		
TOTAL ASSETS	<u><u>20,564,180</u></u>	<u><u>20,371,227</u></u>	<u><u>192,953</u></u>	<u><u>1%</u></u>

Moss Landing Harbor District
Balance Sheet
As of May 31, 2018

	<u>May 31, 18</u>	<u>May 31, 17</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	210,695	91,671	119,024	130%
Total Accounts Payable	<u>210,695</u>	<u>91,671</u>	<u>119,024</u>	<u>130%</u>
Other Current Liabilities				
2013 · Accrued Expenses	33,811		33,811	100%
2020 · Accrued Salaries Payable	5,156	13,440	-8,284	-62%
2021 · Accrued Vacation	88,372	76,043	12,329	16%
2023 · Accrued Payroll Taxes	605	5,295	-4,690	-89%
2030 · Customer Deposits	303,778	294,973	8,805	3%
2050 · Employee 457 Payable		-109	109	100%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	38,883	38,444	439	1%
Total 2051 · Note Interest Payable	<u>38,883</u>	<u>38,444</u>	<u>439</u>	<u>1%</u>
2080 · Prepaid Berth Fees	136,884	117,330	19,554	17%
2082 · MLCP Cost Reimb. Deposit	6,470	93,605	-87,135	-93%
2086 · Prepaid Leases				
20861 · Duke	61,850	59,910	1,940	3%
20862 · MBARI	22,956	22,900	56	0%
Total 2086 · Prepaid Leases	<u>84,806</u>	<u>82,810</u>	<u>1,996</u>	<u>2%</u>
2087 · Lease Deposits	14,248	14,164	84	1%
Total Other Current Liabilities	<u>713,013</u>	<u>735,995</u>	<u>-22,982</u>	<u>-3%</u>
Total Current Liabilities	<u>923,708</u>	<u>827,666</u>	<u>96,042</u>	<u>12%</u>
Long Term Liabilities				
2605 · Umpqua Loan	3,677,571	4,046,718	-369,147	-9%
Total Long Term Liabilities	<u>3,677,571</u>	<u>4,046,718</u>	<u>-369,147</u>	<u>-9%</u>
Total Liabilities	<u>4,601,279</u>	<u>4,874,384</u>	<u>-273,105</u>	<u>-6%</u>
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	-479,884	-377,052	-102,832	-27%
Total Equity	<u>15,962,902</u>	<u>15,496,843</u>	<u>466,059</u>	<u>3%</u>
TOTAL LIABILITIES & EQUITY	<u><u>20,564,181</u></u>	<u><u>20,371,227</u></u>	<u><u>192,954</u></u>	<u><u>1%</u></u>

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

Jul '17 - May 18

OPERATING ACTIVITIES

Net Income -479,884

Adjustments to reconcile Net Income

to net cash provided by operations:

11290 · Leases:1291 · Monterey Bay Kayak	8,970
1200 · Marina Receivables	-41,184
1201 · Marina - Allow for Bad Debt	21,250
11290 · Leases:1282 · NNN Receivable	-17,961
11290 · Leases:1284 · Local Bounty	-1,222
1271 · Prepaid Expenses:1270 · Insurance	-17,766
1210 · Grants Receivable	587,412
1800 · Less - Depreciation:1805 · Equipment	18,701
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	237,411
1800 · Less - Depreciation:1820 · NH Floating Docks	11,034
1800 · Less - Depreciation:1825 · NH Offsite Improvements	26,934
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	191,380
1800 · Less - Depreciation:1840 · SH Floating Docks	379,867
2010 · Accounts Payable	120,012
2020 · Accrued Salaries Payable	-1,624
2021 · Accrued Vacation	-5,204
2023 · Accrued Payroll Taxes	605
2030 · Customer Deposits	7,438
2080 · Prepaid Berth Fees	-5,850
2086 · Prepaid Leases:20861 · Duke	7,531
2086 · Prepaid Leases:20862 · MBARI	2,403
2087 · Lease Deposits	84
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-9,172
2082 · MLCP Cost Reimb. Deposit	-87,134

Net cash provided by Operating Activities 954,031

INVESTING ACTIVITIES

1670 · Equipment -4,319

Net cash provided by Investing Activities -4,319

FINANCING ACTIVITIES

2605 · Umpqua Loan -369,147

Net cash provided by Financing Activities -369,147

Net cash increase for period 580,565

Cash at beginning of period 7,017,142

Cash at end of period 7,597,707

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

	Jul '17 - May 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,481,774	1,484,660	-2,886	100%
4112 · Qtrly/Annual Discount	-1,751	-3,300	1,549	53%
4113 · Commercial Vessel Dscnt	-11,899	-13,750	1,851	87%
4114 · Away (1 mnth) Dscnt	-1,161	-825	-336	141%
4115 · Temporary Berthing	254,002	221,833	32,169	115%
4120 · Liveaboard Fees	106,335	104,500	1,835	102%
4130 · Transient Berthing	23,044	41,250	-18,206	56%
4220 · Wait List	7,450	6,417	1,033	116%
4260 · Towing - Intra Harbor	300	750	-450	40%
4270 · Pumpouts	600	700	-100	86%
4280 · Late Fees	35,390	27,500	7,890	129%
4282 · Recovered Lien Costs	560	500	60	112%
Total 4100 · Berthing Income	1,894,644	1,870,235	24,409	101%
4200 · Other income - Operations				
4225 · Merchandise	366	917	-551	40%
4230 · SH Parking	108,286	110,000	-1,714	98%
4285 · Dog Fee	1,250	550	700	227%
4290 · Misc	9,616	2,200	7,416	437%
Total 4200 · Other Income - Operations	119,518	113,667	5,851	105%
Total 4000 · MARINA REVENUES	2,014,162	1,983,902	30,260	102%

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

Expense	Jul '17 - May 18	Budget	\$ Over Budget	% of Budget
5200 · General & Administrative				
5100 · Advertising	2,788	3,750	-962	74%
5210 · Dues & Subscriptions	10,033	6,720	3,313	149%
5220 · Office Supplies				
5223 · Administration	6,133	4,411	1,722	139%
5225 · Operations	11,266	7,414	3,852	152%
Total 5220 · Office Supplies	<u>17,399</u>	<u>11,825</u>	<u>5,574</u>	<u>147%</u>
5230 · Postage & Equip Lease				
5232 · Meter Lease	647	517	130	125%
5235 · Postage	1,274	572	702	223%
Total 5230 · Postage & Equip Lease	<u>1,921</u>	<u>1,089</u>	<u>832</u>	<u>176%</u>
5240 · Copier Lease & Supplies				
5242 · Copier Lease	3,589	3,630	-41	99%
Total 5240 · Copier Lease & Supplies	<u>3,589</u>	<u>3,630</u>	<u>-41</u>	<u>99%</u>
5250 · Telephone & Communications				
5253 · Administration	10,629	10,846	-217	98%
5255 · Operations	1,097	990	107	111%
Total 5250 · Telephone & Communications	<u>11,726</u>	<u>11,836</u>	<u>-110</u>	<u>99%</u>
5260 · Professional Services				
5262 · Accounting	38,289	37,500	789	102%
5263 · Audit fees	15,000	14,500	500	103%
5264 · Peoples Desal Costs				
5265 · Legal	60,558	68,750	-8,192	88%
5268 · Computer Consulting	1,581	3,036	-1,455	52%
5269 · Payroll Processing	3,365	3,498	-133	96%
Total 5260 · Professional Services	<u>118,793</u>	<u>127,284</u>	<u>-8,491</u>	<u>93%</u>
5270 · Licenses & Permits		10	-10	
5290 · Credit Card Fees	18,041	12,078	5,963	149%
5921 · Internet Billing Service	1,935	1,848	87	105%
Total 5200 · General & Administrative	<u>186,225</u>	<u>180,070</u>	<u>6,155</u>	<u>103%</u>
5300 · Personnel				
5310 · Salaries				
5313 · Administration	222,026	240,701	-18,675	92%
5315 · Operations	122,823	135,354	-12,531	91%
5318 · Maintenance	83,436	106,275	-22,839	79%
Total 5310 · Salaries	<u>428,285</u>	<u>482,330</u>	<u>-54,045</u>	<u>89%</u>
5330 · Payroll Taxes				
5333 · Administration	14,600	16,834	-2,234	87%
5335 · Operations	9,794	10,355	-561	95%
5338 · Maintenance	6,305	8,130	-1,825	78%
Total 5330 · Payroll Taxes	<u>30,699</u>	<u>35,319</u>	<u>-4,620</u>	<u>87%</u>

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

	Jul '17 - May 18	Budget	\$ Over Budget	% of Budget
5340 · Employee Benefits				
5342 · Vehicle Allowance				
5343 · Administration	59,788	64,439	-4,651	93%
5345 · Operations	7,013	14,778	-7,765	47%
5348 · Maintenance	36,472	56,126	-19,654	65%
Total 5340 · Employee Benefits	103,273	135,343	-32,070	76%
5350 · Workers Compensation				
5353 · Administration	2,636	2,579	57	102%
5355 · Operations	5,870	5,983	-113	98%
5358 · Maintenance	6,670	14,716	-8,046	45%
Total 5350 · Workers Compensation	15,176	23,278	-8,102	65%
5360 · Education & Training				
5363 · Administration	699		699	100%
5365 · Operations	1,200			
5368 · Maintenance	800			
Total 5360 · Education & Training	2,699		2,699	100%
Total 5300 · Personnel	580,132	676,270	-96,138	86%
5400 · Insurance				
5410 · Liability Insurance	111,408	110,000	1,408	101%
Total 5400 · Insurance	111,408	110,000	1,408	101%
5500 · Utilities				
5510 · Garbage	46,932	48,583	-1,651	97%
5520 · Gas and Electric	180,000	178,750	1,250	101%
5530 · Water	27,074	29,333	-2,259	92%
5540 · Sewer	56,259	36,667	19,592	153%
Total 5500 · Utilities	310,265	293,333	16,932	106%
5600 · Operating Supplies				
5610 · Vehicles	7,219	12,650	-5,431	57%
5625 · Operations	17,181	19,250	-2,069	89%
Total 5600 · Operating Supplies	24,400	31,900	-7,500	76%
5700 · Depreciation	432,664	433,125	-462	100%
5800 · Repairs & Maintenance				
5810 · Vehicles	490	2,827	-2,337	17%
5830 · Equip Rental	5,350	7,909	-2,559	68%
5850 · Repair Materials	60,887	71,775	-10,888	85%
5860 · Outside Service Contracts	48,076	64,167	-16,091	75%
5870 · Derelict Disposal	116	27,500	-27,384	0%
Total 5800 · Repairs & Maintenance	114,919	174,178	-59,259	66%
5900 · Financial Expenses				
5920 · Bank Service Charges	6,488	3,300	3,188	197%
5990 · Bad Debt	21,250	19,617	1,633	108%
Total 5900 · Financial Expenses	27,738	22,917	4,821	121%
Total · MARINA EXPENSES	1,787,751	1,921,793	-134,043	93%
Net Ordinary Income - Marina Operations	226,412	62,109	164,303	365%

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

	Jul '17 - May 18	Budget	\$ Over Budget	% of Budget
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	59,751	59,751	0	100%
4052 · MBARI - MARS Cable	1,326	1,285	41	103%
4053 · MBARI	24,647	24,649	-2	100%
Total 4050 · Trust Lands Lease Revenue	85,724	85,685	39	100%
4500 · Leases				
4501 · K-Pier Lease				
4502 · Cannery Building				
4504 · Suite 3	81,263	79,485	1,778	102%
4510 · Suite 6	23,771	23,523	248	101%
4511 · Suite 1 & 10	16,346	16,169	177	101%
4515 · Suite 4	77,248	76,872	376	100%
4517 · Suite 2	28,802	28,740	62	100%
4518 · Suite 5	22,292	22,449	-157	99%
4520 · Suite 9	1,234			
4523 · Canary NNN	25,678	27,500	-1,822	93%
Total 4502 · Cannery Building	276,634	274,738	1,896	101%
4530 · RV Lot	29,700	29,470	230	101%
4540 · Martin & Mason	25,335	23,587	1,748	107%
4541 · SH Spare Office				
4560 · North Harbor				
4562 · Sea Harvest	33,106	34,833	-1,727	95%
4568 · Monterey Bay Kayaks	16,452	32,083	-15,631	51%
4572 · Pottery Planet	9,740	36,667	-26,927	27%
Total 4560 · North Harbor	59,298	103,583	-44,285	57%
Total 4500 · Leases	390,967	431,378	-40,411	91%
4600 · District Property Taxes	285,839	200,000	85,839	143%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	266,696	261,388	5,308	102%
4710 · Vending Activities				
4711 · Washer/Dryer	10,750	6,833	3,917	157%
4712 · Soda	163	500	-337	33%
Total 4710 · Vending Activities	10,913	7,333	3,580	149%
4720 · Dry Storage	55,095	55,724	-629	99%
4725 · North Harbor Use Fee	86,011	59,333	26,678	145%
4727 · Key Sales	6,053	6,921	-868	87%
4730 · NH Washdown	1,860	1,900	-40	98%
4735 · Camp/RV	1,857	4,000	-2,143	46%
4740 · Equipment Rental		350	-350	
4751 · Permits	7,764	11,000	-3,236	71%
4765 · Faxes, Copies & Postage	19	45	-26	42%
4770 · Surplus Auction/Sales		50	-50	
Total 4700 · Other Revenues & Concessions	436,268	408,044	28,224	107%

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

	Jul '17 - May 18	Budget	\$ Over Budget	% of Budget
4800 · Interest				
4841 · Union Bank Interest	477	183	294	261%
4843 · First Capital Bank	2,058	1,375	683	150%
4846 · Umpqua Interest	1,009	688	321	147%
Total 4800 · Interest	3,544	2,246	1,298	158%
Total 4400 · LEASE AND OTHER INCOME	1,202,342	1,127,353	74,989	107%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	100,899	100,899	0	100%
Total 7100 · Interest Expense	100,899	100,899	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	432,664	433,125	-462	100%
7300 · Commissioner Expenses				
7320 · Monthly Stipend	11,400	11,000	400	104%
7321 · Employer Payroll Taxes	872	1,100	-228	79%
7330 · Incurred Expenses	1,229	1,350	-121	91%
Total 7300 · Commissioner Expenses	13,501	13,450	51	100%
Total 7000 · LEASE AND OTHER EXPENSES	559,833	559,935	-103	100%
Net Ordinary Income - Lease & Other Operations	642,510	567,418	75,092	113%
Net Ordinary Income - Combined Operations	868,921	629,527	239,394	138%

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

	Jul '17 - May 18	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	338,666	150,000	188,666	226%
8201 · Reimbursable expenses	-186,325	150,000	-336,325	-124%
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	40,000	-28,190	30%
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	1,110,227	3,400,000	-2,289,773	33%
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	200,000	-170,942	15%
Total 9000 · CAPITAL PROJECT EXPENSES	<u>1,501,145</u>	<u>4,445,000</u>	<u>-2,943,855</u>	<u>34%</u>
Total Other Expense	<u>1,501,145</u>	<u>4,445,000</u>	<u>-2,943,855</u>	<u>34%</u>
Net Other Income	<u>-1,348,804</u>	<u>-4,145,000</u>	<u>2,796,196</u>	<u>33%</u>
Net Income	<u><u>-479,883</u></u>	<u><u>-3,515,473</u></u>	<u><u>3,035,590</u></u>	<u><u>14%</u></u>

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

	Jul '17 - May 18	Jul '16 - May 17	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,481,774	1,424,750	57,024	4%
4112 · Qtrly/Annual Discount	-1,751	-3,328	1,577	47%
4113 · Commercial Vessel Dscnt	-11,899	-12,055	156	1%
4114 · Away (1 mnth) Dscnt	-1,161	-946	-215	-23%
4115 · Temporary Berthing	254,002	264,023	-10,021	-4%
4120 · Liveaboard Fees	106,335	108,994	-2,659	-2%
4130 · Transient Berthing	23,044	34,946	-11,902	-34%
4220 · Wait List	7,450	8,812	-1,362	-15%
4260 · Towing - Intra Harbor	300	300		
4270 · Pumpouts	600	1,000	-400	-40%
4280 · Late Fees	35,390	28,568	6,822	24%
4282 · Recovered Lien Costs	560	1,220	-660	-54%
Total 4100 · Berthing Income	1,894,644	1,856,284	38,360	2%
4200 · Other Income - Operations				
4225 · Merchandise	366	1,725	-1,359	-79%
4230 · SH Parking	108,286	93,003	15,283	16%
4285 · Dog Fee	1,250	1,335	-85	-6%
4290 · Misc	9,616	-731	10,347	1,415%
Total 4200 · Other Income - Operations	119,518	95,332	24,186	25%
Total 4000 · MARINA REVENUES	2,014,162	1,951,616	62,546	3%

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

Expense	Jul '17 - May 18	Jul '16 - May 17	\$ Change	% Change
5200 · General & Administrative				
5100 · Advertising	2,788	6,162	-3,374	-55%
5210 · Dues & Subscriptions	10,033	6,683	3,350	50%
5220 · Office Supplies				
5223 · Administration	6,133	3,818	2,315	61%
5225 · Operations	11,266	6,336	4,930	78%
Total 5220 · Office Supplies	17,399	10,154	7,245	71%
5230 · Postage & Equip Lease				
5232 · Meter Lease	647	387	260	67%
5235 · Postage	1,274	565	709	125%
Total 5230 · Postage & Equip Lease	1,921	952	969	102%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	3,589	3,182	407	13%
Total 5240 · Copier Lease & Supplies	3,589	3,182	407	13%
5250 · Telephone & Communications				
5253 · Administration	10,629	10,474	155	1%
5255 · Operations	1,097	777	320	41%
Total 5250 · Telephone & Communications	11,726	11,251	475	4%
5260 · Professional Services				
5262 · Accounting	38,289	35,809	2,480	7%
5263 · Audit fees	15,000	14,500	500	3%
5265 · Legal	60,558	161,266	-100,708	-62%
5268 · Computer Consulting	1,581	2,986	-1,405	-47%
5269 · Payroll Processing	3,365	3,092	273	9%
Total 5260 · Professional Services	118,793	217,653	-98,860	-45%
5270 · Licenses & Permits		10	-10	-100%
5290 · Credit Card Fees	18,041	10,919	7,122	65%
5921 · Internet Billing Service	1,935	1,671	264	16%
Total 5200 · General & Administrative	186,225	268,637	-82,412	-31%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	222,026	234,087	-12,061	-5%
5315 · Operations	122,823	118,733	4,090	3%
5318 · Maintenance	83,436	77,318	6,118	8%
Total 5310 · Salaries	428,285	430,138	-1,853	-0%
5330 · Payroll Taxes				
5333 · Administration	14,600	17,576	-2,976	-17%
5335 · Operations	9,794	16,180	-6,386	-39%
5338 · Maintenance	6,305	5,930	375	6%
Total 5330 · Payroll Taxes	30,699	39,686	-8,987	-23%

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

	Jul '17 - May 18	Jul '16 - May 17	\$ Change	% Change
5340 · Employee Benefits				
5343 · Administration	59,788	67,688	-7,900	-12%
5345 · Operations	7,013	21,271	-14,258	-67%
5348 · Maintenance	36,472	41,102	-4,630	-11%
Total 5340 · Employee Benefits	103,273	130,061	-26,788	-21%
5350 · Workers Compensation				
5353 · Administration	2,636	3,300	-664	-20%
5355 · Operations	5,870	6,457	-587	-9%
5358 · Maintenance	6,670	7,337	-667	-9%
Total 5350 · Workers Compensation	15,176	17,094	-1,918	-11%
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	580,132	618,417	-38,285	-6%
5400 · Insurance				
5410 · Liability Insurance	111,408	115,127	-3,719	-3%
Total 5400 · Insurance	111,408	115,127	-3,719	-3%
5500 · Utilities				
5510 · Garbage	46,932	47,097	-165	-0%
5520 · Gas and Electric	180,000	190,000	-10,000	-5%
5530 · Water	27,074	24,816	2,258	9%
5540 · Sewer	56,259	32,167	24,092	75%
Total 5500 · Utilities	310,265	294,080	16,185	6%
5600 · Operating Supplies				
5610 · Vehicles	7,219	7,184	35	0%
5625 · Operations	17,181	17,065	116	1%
Total 5600 · Operating Supplies	24,400	24,249	151	1%
5700 · Depreciation	432,664	432,664		
5800 · Repairs & Maintenance				
5810 · Vehicles	490	1,182	-692	-59%
5830 · Equip Rental	5,350	3,067	2,283	74%
5850 · Repair Materials	60,887	28,929	31,958	110%
5860 · Outside Service Contracts	48,076	85,413	-37,337	-44%
5870 · Derelict Disposal	116	278	-162	-58%
Total 5800 · Repairs & Maintenance	114,919	118,869	-3,950	-3%
5900 · Financial Expenses				
5920 · Bank Service Charges	6,488	3,856	2,632	68%
5990 · Bad Debt	21,250	19,125	2,125	11%
Total 5900 · Financial Expenses	27,738	22,981	4,757	21%
Total · MARINA EXPENSES	1,787,751	1,895,024	-107,273	-0
Net Ordinary Income - Marina Operations	226,412	56,593	169,819	3

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

	Jul '17 - May 18	Jul '16 - May 17	\$ Change	% Change
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	59,751	58,005	1,746	3%
4052 · MBARI - MARS Cable	1,326	1,285	41	3%
4053 · MBARI	24,647	23,320	1,327	6%
Total 4050 · Trust Lands Lease Revenue	85,724	82,610	3,114	4%
4500 · Leases				
4501 · K-Pier Lease		5,558	-5,558	-100%
4502 · Cannery Building				
4504 · Suite 3	81,263	77,903	3,360	4%
4510 · Suite 6	23,771	22,989	782	3%
4511 · Suite 1 & 10	16,346	15,808	538	3%
4515 · Suite 4	77,248	74,326	2,922	4%
4517 · Suite 2	28,802	28,020	782	3%
4518 · Suite 5	22,292	21,963	329	1%
4520 · Suite 9	1,234		1,234	100%
4523 · Canary NNN	25,678	29,634	-3,956	-13%
Total 4502 · Cannery Building	276,634	270,643	5,991	2%
4530 · RV Lot	29,700	28,805	895	3%
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	33,106	31,962	1,144	4%
4568 · Monterey Bay Kayaks	16,452	46,516	-30,064	-65%
4572 · Pottery Planet	9,740	43,835	-34,095	-78%
Total 4560 · North Harbor	59,298	122,313	-63,015	-52%
Total 4500 · Leases	390,967	451,989	-61,022	-14%
4600 · District Property Taxes	285,839	271,489	14,350	5%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	266,696	258,648	8,048	3%
4710 · Vending Activities				
4711 · Washer/Dryer	10,750	9,238	1,512	16%
4712 · Soda	163	493	-330	-67%
Total 4710 · Vending Activities	10,913	9,731	1,182	12%
4720 · Dry Storage	55,095	52,428	2,667	5%
4725 · North Harbor Use Fee	86,011	64,364	21,647	34%
4727 · Key Sales	6,053	5,466	587	11%
4730 · NH Washdown	1,860	1,681	179	11%
4735 · Camp/RV	1,857	4,852	-2,995	-62%
4751 · Permits	7,764	7,299	465	6%
4765 · Faxes, Copies & Postage	19	43	-24	-56%
Total 4700 · Other Revenues & Concessions	436,268	404,512	31,756	8%

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

	Jul '17 - May 18	Jul '16 - May 17	\$ Change	% Change
4800 · Interest				
4841 · Union Bank Interest	477	144	333	231%
4843 · First Capital Bank	2,058	2,833	-775	-27%
4845 · SBB Interest		199	-199	-100%
4846 · Umpqua Interest	1,009	1,389	-380	-27%
Total 4800 · Interest	3,544	4,565	-1,021	-22%
Total 4400 · LEASE AND OTHER INCOME	1,202,342	1,215,165	-12,823	-1%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	100,899	106,574	-5,675	-5%
Total 7100 · Interest Expense	100,899	106,574	-5,675	-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	432,664	432,664		
7300 · Commissioner Expenses				
7310 · Election Costs		150	-150	-100%
7320 · Monthly Stipend	11,400	10,000	1,400	14%
7321 · Employer Payroll Taxes	872	765	107	14%
7330 · Incurred Expenses	1,229	1,918	-689	-36%
Total 7300 · Commissioner Expenses	13,501	12,833	668	5%
Total 7000 · LEASE AND OTHER EXPENSES	559,833	563,686	-3,853	-0
Net Ordinary Income - Lease & Other Operations	642,510	651,480	-8,970	-0
Net Ordinary Income - Combined Operations	868,921	708,072	160,849	0

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

	Jul '17 - May 18	Jul '16 - May 17	\$ Change	% Change
Other Income/Expense				
Other Income				
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	338,666	147,362	191,304	130%
8201 · Reimbursable expenses	-186,325	-9,992	-176,333	-1,765%
Total 8001 · Cost Reimbursements	<u>152,341</u>	<u>137,370</u>	<u>14,971</u>	<u>11%</u>
Total Other Income	<u>152,341</u>	<u>137,370</u>	<u>14,971</u>	<u>11%</u>
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	116,848	7,142	109,706	1,536%
9052 · NH Wharf Entrance Repair		12,186	-12,186	-100%
9053 · Dock Maintenance	11,810		11,810	100%
9125 · North Harbor Parking Lot LTG	2,700		2,700	100%
9302 · Tsunami shoreline repairs		815,444	-815,444	-100%
9305 · Piling Replacement Proj. - Dist	6,593		6,593	100%
9309 · New NH Building	1,110,227	55,892	1,054,335	1,886%
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>1,501,145</u>	<u>1,222,490</u>	<u>278,655</u>	<u>23%</u>
Total Other Expense	<u>1,501,145</u>	<u>1,222,490</u>	<u>278,655</u>	<u>23%</u>
Net Other Income	<u>-1,348,804</u>	<u>-1,085,120</u>	<u>-263,684</u>	<u>-24%</u>
Net Income	<u><u>-479,883</u></u>	<u><u>-377,048</u></u>	<u><u>-102,835</u></u>	<u><u>-27%</u></u>

Moss Landing Harbor District A/P Aging Summary As of May 31, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Airgas	84.59	0.00	0.00	0.00	0.00	84.59
Ambient Air	0.00	2,774.70	0.00	0.00	0.00	2,774.70
Aspen Enviornmental Group	24,794.21	56,117.74	0.00	0.00	0.00	80,911.95
AT&T	149.73	0.00	0.00	0.00	0.00	149.73
Bayside Oil, Inc.	0.00	0.00	1,672.28	0.00	0.00	1,672.28
Big Creek Lumber	1,949.98	0.00	0.00	0.00	0.00	1,949.98
Blue Shield of California	0.00	0.00	-115.73	0.00	0.00	-115.73
Castroville Plumbing & Heating	260.04	0.00	0.00	0.00	0.00	260.04
Cintas	586.46	0.00	0.00	0.00	0.00	586.46
Corralitos Electric	443.52	0.00	0.00	0.00	0.00	443.52
Damm Good Water	66.95	0.00	0.00	0.00	0.00	66.95
Dilbeck & Sons, Inc.	145,267.98	0.00	0.00	0.00	0.00	145,267.98
Haro, Kasunich and Assoc. Inc.	202.50	0.00	0.00	0.00	0.00	202.50
John Martin	535.00	0.00	0.00	0.00	0.00	535.00
Linda G. McIntyre	0.00	-400.00	0.00	0.00	0.00	-400.00
Pajaro Valley Lock Shop	0.00	179.50	0.00	0.00	0.00	179.50
Pajaro/Sunny Mesa C.S.D.	3,160.13	0.00	0.00	0.00	0.00	3,160.13
Pettigrew & Foletta	0.00	108.30	0.00	0.00	0.00	108.30
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Principal Financial	0.00	-147.08	0.00	0.00	0.00	-147.08
Rabobank	673.86	0.00	0.00	0.00	0.00	673.86
Redshift	0.00	-136.85	0.00	0.00	0.00	-136.85
Ronald Jones	0.00	1,489.91	0.00	0.00	0.00	1,489.91
SDRMA	0.00	-19,068.98	0.00	0.00	0.00	-19,068.98
Social Vocational Services, Inc.	0.00	-1,073.57	0.00	0.00	0.00	-1,073.57
Tom's Septic Construction	1,319.00	0.00	0.00	0.00	0.00	1,319.00
U.S. Bank	1,623.89	0.00	0.00	0.00	0.00	1,623.89
VALIC	2,913.27	0.00	0.00	0.00	0.00	2,913.27
Veritiv Operating Company	0.00	2,176.63	0.00	0.00	0.00	2,176.63
Vision Sevice Plan	0.00	-102.78	0.00	0.00	0.00	-102.78
Wendy L. Cumming, CPA	3,190.00	0.00	0.00	0.00	0.00	3,190.00
TOTAL	<u><u>187,221.11</u></u>	<u><u>21,917.52</u></u>	<u><u>1,556.55</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>210,695.18</u></u>

**Moss Landing Harbor District
Warrant Listing
As of May 31, 2018**

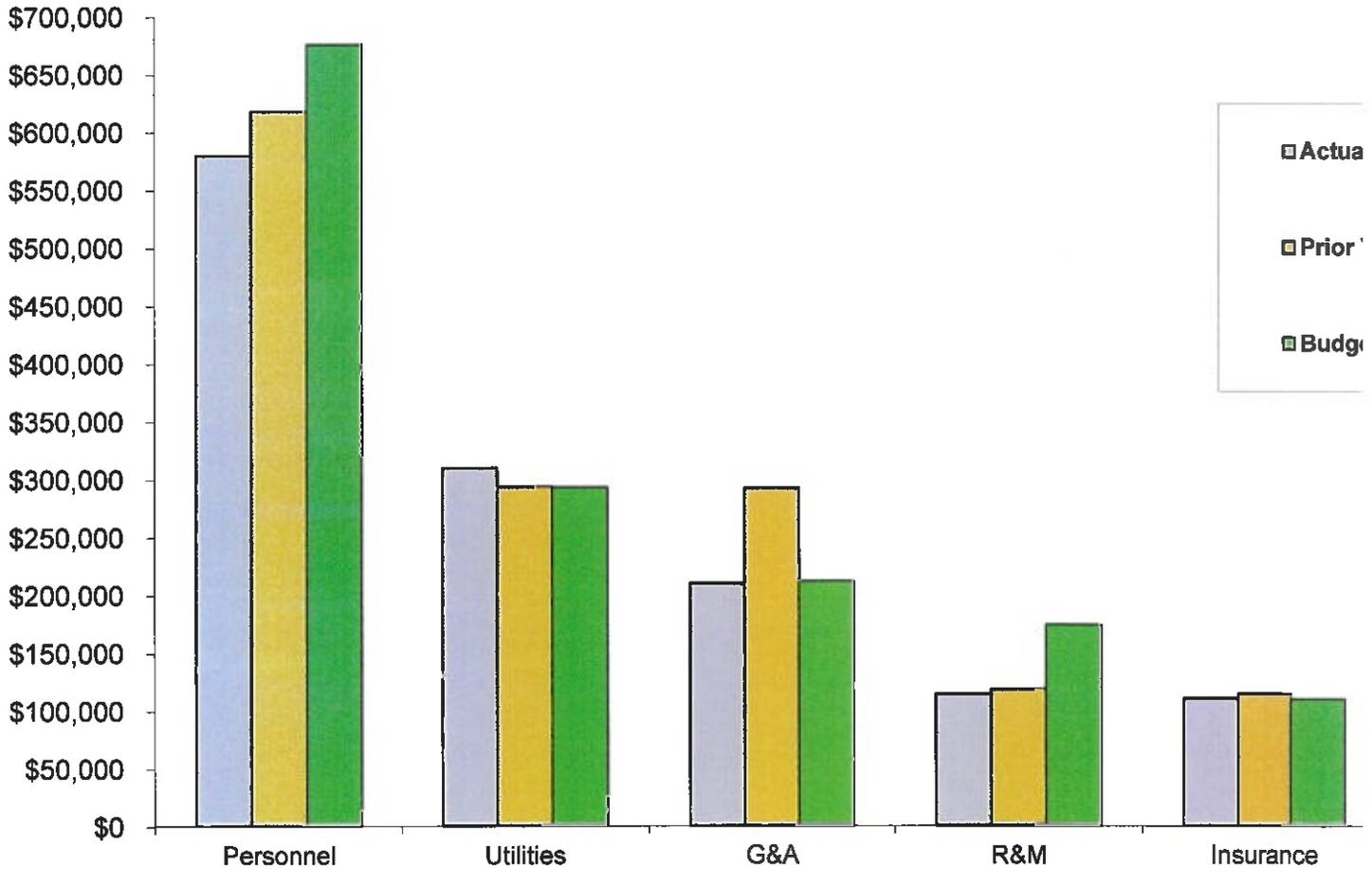
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
1009 - Union - Operating				
Bill Pmt -Check	05/11/2018	18055	Airgas	-82.10
Bill Pmt -Check	05/11/2018	18056	Ambient Air	-880.00
Bill Pmt -Check	05/11/2018	18057	AT&T	-149.69
Bill Pmt -Check	05/11/2018	18058	Auto Care Towing	-441.00
Bill Pmt -Check	05/11/2018	18059	Blue Shield of California	-115.73
Bill Pmt -Check	05/11/2018	18060	Byte Technology	-112.50
Bill Pmt -Check	05/11/2018	18061	CalPERS	-3,907.19
Bill Pmt -Check	05/11/2018	18062	Central Coast Systems, Inc.	-105.00
Bill Pmt -Check	05/11/2018	18063	Chris Kramer	-281.30
Bill Pmt -Check	05/11/2018	18064	Cintas	-475.22
Bill Pmt -Check	05/11/2018	18065	Damm Good Water	-61.60
Bill Pmt -Check	05/11/2018	18066	Dorris Welch	-337.50
Bill Pmt -Check	05/11/2018	18067	Doug Simpson	-575.00
Bill Pmt -Check	05/11/2018	18068	Forrest Roberts	-587.00
Bill Pmt -Check	05/11/2018	18069	Haro, Kasunich and Assoc. Inc.	-696.25
Bill Pmt -Check	05/11/2018	18070	J.V. Orta's	-445.50
Bill Pmt -Check	05/11/2018	18071	Jym Gritzfeld	-337.85
Bill Pmt -Check	05/11/2018	18072	Ken Lin	-1,047.18
Bill Pmt -Check	05/11/2018	18073	Konica Minolta Premier Finance	-216.73
Bill Pmt -Check	05/11/2018	18074	Linda G. McIntyre	-400.00
Bill Pmt -Check	05/11/2018	18075	Monterey Regional Waste Management Dist.	-730.00
Bill Pmt -Check	05/11/2018	18076	MP Express	-317.44
Bill Pmt -Check	05/11/2018	18077	Office Team	-1,216.68
Bill Pmt -Check	05/11/2018	18078	Pajaro Valley Lock Shop	-187.64
Bill Pmt -Check	05/11/2018	18079	Pajaro/Sunny Mesa C.S.D.	-2,180.20
Bill Pmt -Check	05/11/2018	18080	PG&E	-20,000.00
Bill Pmt -Check	05/11/2018	18081	Principal Financial	-147.08
Bill Pmt -Check	05/11/2018	18082	Redshift	-273.70
Bill Pmt -Check	05/11/2018	18083	Social Vocational Services, Inc.	-1,073.57
Bill Pmt -Check	05/11/2018	18084	Sunrise Express	-48.75
Bill Pmt -Check	05/11/2018	18085	U.S. Bank	-928.10
Bill Pmt -Check	05/11/2018	18086	Verizon Wireless	-141.67
Bill Pmt -Check	05/11/2018	18087	Vision Sevice Plan	-102.78
Bill Pmt -Check	05/11/2018	18088	WASH	-202.08
Bill Pmt -Check	05/11/2018	18089	West Marine Pro	-340.45
Bill Pmt -Check	05/11/2018	18090	William Ghioriso	-209.70
Bill Pmt -Check	05/11/2018	18091	Carmel Marina Corporation	-678.00
Bill Pmt -Check	05/11/2018	18092	Carmel Marina Corporation	-2,713.34
Bill Pmt -Check	05/11/2018	18093	Carmel Marina Corporation	-975.72
Bill Pmt -Check	05/11/2018	18094	Rabobank	0.00
Bill Pmt -Check	05/11/2018	18095	VALIC	-4,374.30
Bill Pmt -Check	05/22/2018	18096	A.L. Lease	-151.63
Bill Pmt -Check	05/22/2018	18097	Aspen Enviornmental Group	-49,776.02
Bill Pmt -Check	05/22/2018	18098	AT&T	-510.78

18

**Moss Landing Harbor District
Warrant Listing
As of May 31, 2018**

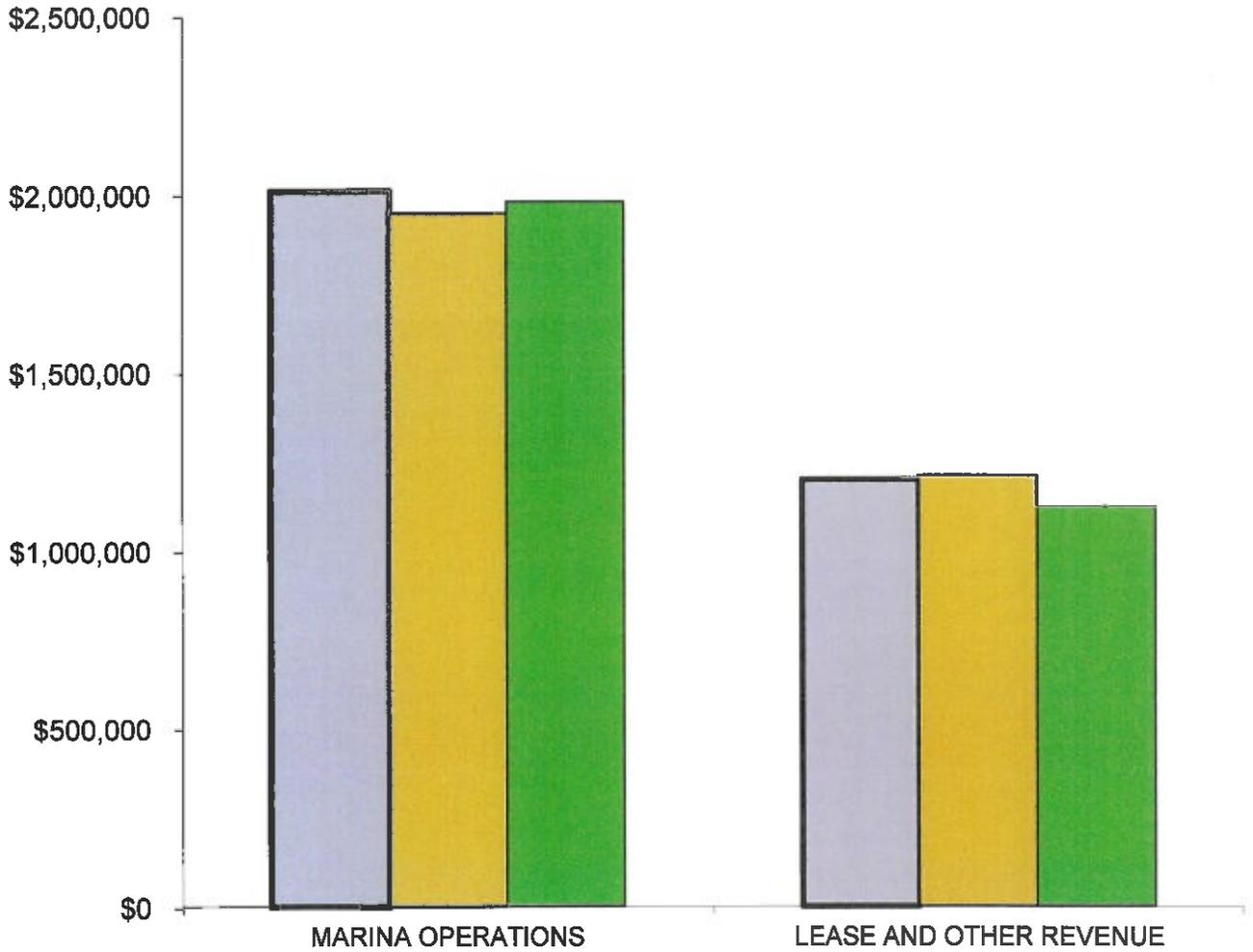
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	05/22/2018	18099	Charmain Weiser	-510.00
Bill Pmt -Check	05/22/2018	18100	Dilbeck & Sons, Inc.	-118,353.04
Bill Pmt -Check	05/22/2018	18101	J.V. Orta's	-445.50
Bill Pmt -Check	05/22/2018	18102	Jarvis, Fay, Doportto & Gibson, LLP	-5,510.00
Bill Pmt -Check	05/22/2018	18103	Monterey County Health Dept.	-1,451.00
Bill Pmt -Check	05/22/2018	18104	Office Depot	-120.48
Bill Pmt -Check	05/22/2018	18105	Office Team	-1,080.17
Bill Pmt -Check	05/22/2018	18106	Redshift	-136.85
Bill Pmt -Check	05/22/2018	18107	Roto Rooter	-685.00
Bill Pmt -Check	05/22/2018	18108	Royal Wholesale Electric	-314.80
Bill Pmt -Check	05/22/2018	18109	SDRMA	-19,068.98
Bill Pmt -Check	05/22/2018	18110	Sea Engineering, Inc.	-2,405.00
Bill Pmt -Check	05/22/2018	18111	Valero Marketing and Supply Company	-602.98
Bill Pmt -Check	05/22/2018	18112	Wald, Ruhnke & Dost Architects, LP	-50,166.44
Bill Pmt -Check	05/22/2018	18113	AT&T	-226.49
Bill Pmt -Check	05/25/2018	1136	Rabobank	-685.87
Bill Pmt -Check	05/25/2018	1137	Rabobank	-324.93
Check	05/31/2018			-332.44
Total 1009 - Union - Operating				-300,953.94
TOTAL				-300,953.94

**Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
May 31, 2018**



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

**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
May 31, 2018**





BOARD OF COMMISSIONERS
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James R. Goulart

7881 SANDHOLDT ROAD
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GENERAL MANAGER
HARBORMASTER
Linda G. McIntyre, Esq
ASSISTANT GENERAL MANAGER
Tommy Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM NUMBER 3 – PROJECT STATUS BOARD MEETING OF JUNE 27, 2018

- 1. Dredge project:** We are waiting on USFW biological opinion which has been written but is in review before release to the USACE and CCC. Once the agencies receive the biological opinion we expect to receive our ten year dredge permit. As in the past during analysis of the sediment samples the presence of DDT was found in various locations of South Harbor (North Harbor was free of contaminates). This is causing some additional work to determine offshore disposal suitability. Staff and our consultant are working through the process and once complete we will produce and publish bid documents so we can move forward with awarding a dredge contract and schedule the dredge event. As of now the dredge event is still 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, MLHD staff and the architect have worked cooperatively to resolve many issues and minimize delays. Recently the building foundation was poured and the new sewer service was connected to the existing pump station. We just paid \$27,657 to Pajaro Sunny Mesa for a fire line connection. 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. On May 4, 2018 APC was given a "Notice to Proceed" which allows them 90 days to complete the project, staff expects that the work will be completed prior to our July Board meeting.
- 4. 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. The conceptual grading and drainage engineer drawings have been completed as well as the electrical drawings. .
- 5. 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.



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HARBORMASTER
Linda G. McIntyre, Esq.

Assistant General manager
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 4 – COMMUNITY RELATIONS, REQUESTS, ISSUES BOARD MEETING OF JUNE 27, 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, last month 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. I followed up with another email recently asking if he was able to book the Registrar; as of this writing have not heard back. It would be useful to have as many Commissioners as possible at the meeting when the Registrar is the speaker to underscore the devastating impact these fees will have on the District's budget.
2. The Lost Gear Recovery Project which was here last year, will be located in the Harbor from July 16 through August 3. Their program objective is to receive and secure crab pots and related fishing gear so the owners can come by and reclaim their property.
3. The Assistant General Manager and I met with a Deputy District Attorney and a District Attorney Investigator this week. We outlined some of the issues we have with certain individuals who may or may not have business in the harbor and they were very helpful and pledged to assist us to the full extent of the law.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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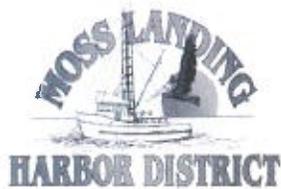
GENERAL MANAGER
 HARBORMASTER
 Linda G. McIntyre, Esq.

ASSISTANT GENERAL MANAGER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 5 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF JUNE 27, 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	Facilities Use	5/16/2019
Kayak Connection	5/18/2018	Current	Facilities Use	5/18/2019
Secret Harbor Charters		Pending		
Sanctuary Cruises	6/7/2018	Current	Facilities Use	6/7/2019
Sea Goddess Whale Watching-Tours	6/10/2018	Current	Facilities Use	6/10/2019
Sea Goddess Whale Watching-Souvenirs	6/10/2018	Current	Peddlers	6/10/2019
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 JUNE 27, 2018

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

August 17th
Marina

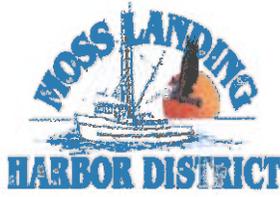
October 19th
Salinas

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>

Moss Landing Chamber of Commerce Annual Dinner Meeting – Tuesday June 26, 2018 – Lemon Grass, 6 PM

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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STAFF REPORT

ITEM NUMBER 7 - LIVEBOARD REPORT BOARD MEETING OF JUNE 27, 2018

Pursuant to Ordinance Code §6.110 D) 1), attached is the report containing the names of all permitted liveboard vessels and all persons living aboard. The permits for these liveboards have automatically renewed through the last day of this month. As of this writing, there is no (0) revocation actions pending.

<u>Name</u>	<u>Vessel</u>
1. Anderson, T.	<i>Lanikai</i> CF 4134N
2. Brenta T.	<i>Teri Leigh</i> 936915
3. Bohigian, D.	<i>Finesse</i> , CF 3764 ET
4. Burns, P.	<i>Trafamadore</i> , CF 9430 GL
5. Byrnes, K.	<i>Grand Slam</i> , CF 4540 FE
6. Callahan, T.	<i>Deb on Air</i> , CF 3174 HA
7. Cayuela, R.	<i>Rachel Angelet</i> , CF 6969 UB
8. Michael, McVay	<i>Gaviota</i> , CF 4863 FP
9. Clark, N.	<i>China Cloud</i> , ON 999772
10. Cloer, J./Ajuria M.	<i>Laurie</i> , CF 2688 EX
11. Chambers, B.	<i>Pyxis</i> , ON 984193
12. Comendant, T.	<i>Mariah</i> , CF 9747 GR
13. Clark D.	<i>Seaside Escape</i> CF 4356 HW
14. Degnan, P.	No Name, CF 8344 GT
15. Powers, P	No Name, CF 0333 EU
16. Elwell, G.	<i>Pearl</i> , ON 557575
17. Faneuf, C.	<i>Sandpiper</i> , CF 6280 EU
18. Felicano, J.	<i>Takara</i> , CF 3767 AS
19. Graham, D.	<i>Shelter Dog</i> , ON 593068
20. Harrington,H.	<i>Isle of View</i> , ON 997142
21. Ho, R.	<i>Carolynn Ann</i> CF 5796 FG
22. Heatley, J.	<i>Darla Jean</i> , CF 2303 UN
23. Jerred, D.	<i>Westwind</i> , CF8564 GM
24. Groom D	<i>Phoenix</i> , CF 5084 GJ
25. Jones, H.	<i>Laetare</i> , CF 5495 YB
26. Jones, T.	<i>Sanity</i> , CF 5249 SC
27. Johnson, J. /LaFever M.	<i>Aztlan</i> , ON 281903
28. Kampas,B.	<i>Tee-Time</i> 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. PENDING APPLICATION
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
 PENDING APPLICATION
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: 59
 Total Number Persons: 67
 Pending Applications -1-



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 HARBORMASTER
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Assistant General Manager
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 8 - SLIP INCOME REPORT BOARD MEETING OF JUNE 27, 2018

Slip Rates 2017/2018 per linear foot:

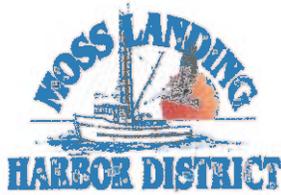
Assigned: \$7.55/ft./month
 Temporary: \$11.65/ft./month
 Transient: \$1.25/ft./day

INCOME

<u>May 2018</u>	<u>May 2017</u>	<u>May 2018 Budget</u>
\$164,634	\$163,485	\$161,511

For the month, slip income is above budget by \$3,123, primarily as a result of higher assigned berthing and temporary berthing revenue, offset by lower than anticipated transient berthing revenue. Slip income is slightly higher than prior year by \$1,299.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Tommy Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM 9 - INCIDENT REPORT BOARD MEETING OF JUNE 27, 2018

5/25/18 A transient fishing vessel reported a large, heavy anchor stolen at some point while in the Harbor. Staff requested that the captain of the vessel report the theft to the Monterey County Sheriff's department.

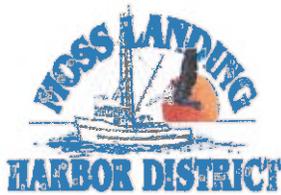
5/27/18 Staff received a report about a group of tenants involved in an altercation on C Dock. On arrival staff found that 2 of the men had ended up in the water and 1 had a cut to his mouth resulting from a physical altercation. Sheriff's deputies responded to the scene and conducted interviews, no arrests were made and the man who had a cut was taken for medical treatment.

6/12/18 A crew member of a fishing vessel contacted MCSO reporting that he has been shot with a paintball gun by a crew member from another fishing vessel after a dispute. Sheriff's deputies responded to the Harbor to investigate. The suspect of the alleged paint ball incident was never found and no arrests were made.

6/18/18 A man entered the Harbor office to inquire about dry storage, while speaking to staff the man became irate and began to threaten staff. The man was asked to leave the Harbor office and MCSO was contacted. Staff eventually was able to convince the man to leave the Harbor and deputies arrived just after; staff provided deputies with a description of the man and his vehicle along with a license plate number.

No further incidents as of 6/19/18

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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Linda G. McIntyre, Esq.

ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

Tommy Razzeca, Assistant General Manager

ITEM NUMBER 19 – UPDATE - MAINTENANCE DOCK EROSION
EMERGENCY PROJECT
BOARD MEETING OF JUNE 27, 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 on which we will piggy back 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 and we expect the work to take place and be completed sometime in the month of July 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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**GENERAL MANAGER
HARBOR MASTER**
Linda G. McIntyre, Esq.

Assistant General Manager
Tommy Razzeca

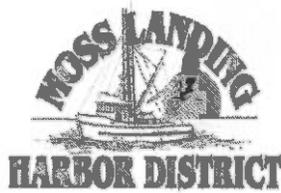
STAFF REPORT

ITEM NUMBER 21 – CONSIDER APPROVING MOU BETWEEN MLHD AND CARPENTERS BOARD MEETING OF JUNE 27, 2018

The current MOU was negotiated in 2014 and expires June 30, 2018. The terms of the existing contract will remain in effect until a new contract is ratified by the Board.

Assistant General Manager Tommy Razzeca and the Personnel Committee members met with the Northern California Carpenters Regional Council representatives twice as of this writing and should a tentative agreement be reached prior to the Board meeting, the same will be provided for the Board's consideration.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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

ITEM NUMBER 20 - 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 JUNE 27, 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 ENVIRONMENTAL 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 effective July 1, 2018, 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 June 27, 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.

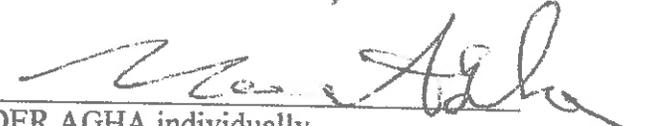
7. This Agreement shall be executed by an authorized representative of the PROPONENT. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the PROPONENT.

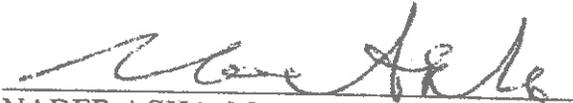
8. The terms and conditions of this Agreement are meant to supersede and supplant any and all other agreements between the parties, either oral or written, with respect to the subject matter established herein.

Dated:

Dated: 3-18-14

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

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

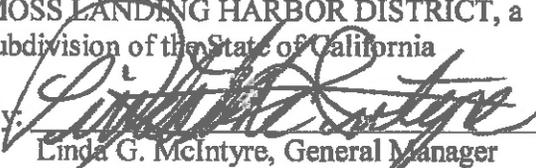
adhere to its own timeline in the performance of its duties, subject only to those requirements set forth in relevant provisions of the Public Resources Code and/or the CEQA Guidelines contained in the California Code of Regulations. All of DISTRICT's rights as referenced herein shall be construed in 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

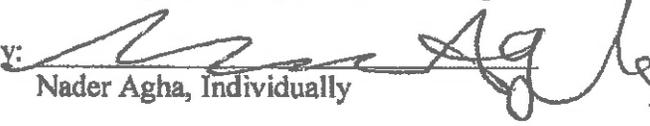
By: 
Linda G. McIntyre, General Manager

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

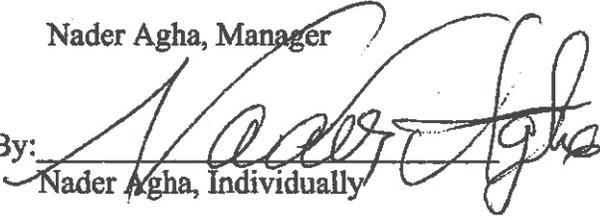
By: _____

Dated

Nader Agha, Manager

By:

Nader Agha, Individually

A large, stylized handwritten signature in black ink, appearing to read 'Nader Agha', is written over the printed name and extends upwards into the 'By:' line.

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

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.

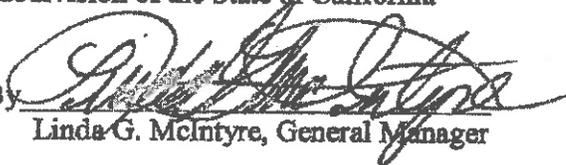
3. Section 2 of the Agreement, which describes the work for which DISTRICT may be reimbursed, is hereby amended to specifically include all rights set forth in Paragraph 2 above.

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

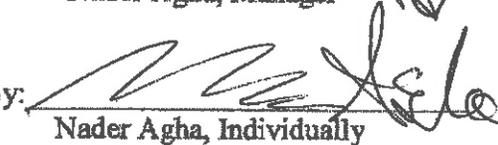
By: 
Linda G. McIntyre, General Manager

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

**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:

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 in order to directly assist, advise, and ensure that the EIR/EIS fulfills all NEPA obligations and accurately assesses all environmental impacts of federally authorized or permitted aspects of the project. Aspen will complete a conflict of interest disclaimer as required by NEPA regulations, 40 CFR 1506.5(c), "specifying that they [Aspen] have no financial or other interest in the outcome of the project." Aspen will be responsible for preparing a project record also known as The Administrative Record (AR). The AR will adhere to NOAA's Guidelines for Compiling an Agency AR.

2. **Term.** This Amendment shall become effective on July 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

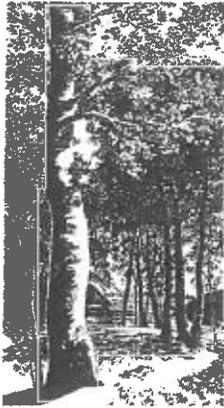
Date: _____

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.

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

Task	Original Contract	Amendment 1	Amendment 2	Amendment 3	Revised Task Total	Description
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. Adding NEPA scoping; 2 staff at 1 meeting; prepare MBNIMS-required scoping report as EIR/EIS Appendix
Task 3: ADEIR Review	\$53,751	\$36,376		-\$19,166	\$70,961	Closing this task (review only). Propose to move this remaining balance to Task 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 the remaining Task 3 funds (\$19,166) to this task (Admin Draft EIR/EIS) based on level of effort required for Marine Biology and Marine Water Quality, not anticipated in the Amendment 2 request for \$250,000. This transfer of funds is based on our team's evaluation of the detailed marine science analysis presented in the CalAm Final EIR/EIS (not available when Amendment 2 was requested). The new total for Task 11 would be \$269,166.
Task 4: Prepare & Distribute DEIR/EIS	\$2,890			\$108,119	\$111,009	Initial contract included only review and direction to Applicant regarding mailing list; advice on document format and distribution; posting Notice with County Clerk. Amendment 3 includes: <ul style="list-style-type: none"> ▪ Response to 3 rounds of agency comments (MBNIMS, plus 2 rounds of NOAA Washington DC office comments), averaging 80 hours per round (\$51,530) ▪ Implement ADA Section 508 Compliance for Draft EIR/EIS (excluding appendices; \$10,400) ▪ Printing and shipping of 20 copies of the Draft EIR/EIS and 50 DVDs (\$7,425) ▪ Alternatives analysis expanded to include Reduced Throughput Alternative (per Final CalAm EIR/EIS), plus CalAm and DWD (marine biology and marine water quality added only: \$3,564) ▪ Peer Review of Marine Biology and Water Quality studies and data provided by Applicant (required by MBNIMS: \$24,200) ▪ Cultural resources report (EIR/EIS Appendix) and support (30 hrs) for Section 106 to MBNIMS (\$11,000)

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

Task	Original Contract	Amendment 1	Amendment 2	Amendment 3	Revised Task Total	Description
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 potential meetings ▪ Other meeting attendance costs were included and are not modified.
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 comment IDs and team members to prepare responses to comments ▪ Prepare Master Responses for major issues and individual responses for all other comments ▪ Make required text changes to the Draft EIR/EIS (tracked changes) ▪ Provide electronic copies and up to 2 hard copies to lead agencies
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 comments (MBNMS, plus 2 rounds of NOAA Washington DC office comments), averaging 50 hours per round ▪ Implement ADA Section 508 Compliance for Draft EIR/EIS (excluding appendices) ▪ Printing and shipping of 20 copies of the Draft EIR/EIS and 50 DVDs (up to \$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 assumed 2 hearings based on likely controversy, 2 Aspen staff members at each
Task 9: Findings for Board	\$630	[\$8,090]*		\$4,360	\$13,080	<ul style="list-style-type: none"> ▪ Preparation of Findings would be more complex due to the large number of "Impact Statements" used in the CalAm Final EIR/EIS (our format model)
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 previously-approved 350 hours from Amendment 1) based on expected level of support required by MBNMS. ▪ Adjusted V. Hill's hourly rate from the 2015 rate (this was done for Aspen with Amendment 2); see Attachment B.
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.