



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

May 29, 2024 – 7:00 P.M.

Moss Landing Harbor District is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/85725015588?pwd=fGvWTJP9SldRbjsequeUVBO9x6Y97M.1>

Meeting ID: 857 2501 5588

Passcode: 204557

One tap mobile

+16694449171,,85725015588#,,,,*204557# US

+16699006833,,85725015588#,,,,*204557# US (San Jose)

A. CLOSED SESSION

A Closed Session will be held immediately prior to the public open meeting, and will begin at **6:00 p.m.** to consider the following items. 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. Consider personnel matters pursuant to Government Code Section 54957(b)(1)- General Manager Employment to discuss the GM Contract expiring June 30, 2024.
2. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park. Negotiating parties: General Manager and District Counsel.
3. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code §54956.8 regarding the current ground leases of 2 storage buildings located 7881 Sandholdt Rd, currently operated by Moss Landing Marine Storage.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Roll Call

Russ Jeffries – President

Vince Ferrante- Vice President

James Goulart – Secretary

Liz Soto - Commissioner

Albert Lomeli – Commissioner

Tommy Razzeca – General Manager

Mike Rodriguez – District Counsel

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.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

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 April 24, 2024 Meeting Minutes

F. FINANCIAL REPORT

2. Financial report month ending April 30, 2024

G. MANAGER'S REPORTS

The General Manager will make oral or written presentations on the below subjects. The Board may take such action as deemed necessary. The Manager may present additional reports; however, the Board may not take action on any such item not on this Agenda.

3. Projects Status/Update
4. Summary of Permits Issued
5. Meeting Announcements
6. Assigned Liveboard Report
7. Slip Income Report
8. Incident Report

H. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Goulart
10. Elkhorn Slough Advisory Committee – Lomeli
11. Special Districts – Jeffries/Ferrante
12. Liveboard Committee – Soto/Lomeli
13. Harbor Improvement Committee – Soto/Lomeli
14. Real Property Committee I – Jeffries/Ferrante/Leonardini(Appointed Public Representative)
15. Real Property Committee II – Goulart/Soto
16. Personnel Committee – Jeffries/Goulart
17. Ad Hoc Budget Committee – Goulart/Soto
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. PUBLIC HEARING AND FIXING THE FINAL BUDGET FY 24/25

- a. Staff report
- b. Public comment
- c. Board discussion
- d. Board action

20. CONSIDER ADOPTING ORDINANCE 213 AMENDING THE DISTRICT'S FEE SCHEDULE

- a. Staff report
- b. Public comment
- c. Board discussion
- d. Board action

21. CONSIDER RESOLUTION No. 24-02 CALLING FOR AN ELECTION

- a. Staff report
- b. Public comment
- c. Board discussion
- d. Board action

22. CONSIDER THE DISTRICT'S INSURANCE PROPOSAL AND FINANCING OPTION FY 24/25

- a. Staff report
- b. Public comment
- c. Board discussion
- d. Board action

23. CONSIDER APPROVAL NEW GENERAL MANAGER EMPLOYMENT CONTRACT BY ADOPTION OF RESOLUTION No. 24-03

- a. Staff report
- b. Public comment
- c. Board discussion
- d. Board action

J. INFORMATIONAL ITEM

The General Manager will provide the Board an update regarding Ordinance No. 212

K. 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.

L. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled June 26, 2024 at the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals requiring special accommodations should contact Administrative Assistant, Shay Shaw at Shaw@mosslandingharbor.dst.ca.us or at 831.633.2461 no less than 72 hours prior to the meeting or if 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/or by contacting the District at 831.633.5417 or Razzeca@mosslandingharbor.dst.ca.us or on 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
REGULAR MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road, Moss Landing, CA 95039

April 24, 2024

Tommy Razzeca is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/84520327958?pwd=flQYJgmjT06pmskUw0FwgEaSEy9z8P.1>

Meeting ID: 845 2032 7958

Passcode: 148815

One tap mobile

+16694449171,,84520327958#,,,,*148815# US

+16699006833,,84520327958#,,,,*148815# US (San Jose)

A. CLOSED SESSION

A Closed Session will be held immediately prior to the public open meeting to consider the following items:

1. Consider personnel matters pursuant to Government Code Section 54957(b)(1)- General Manager Employment to discuss the GM Contract expiring June 30, 2024.
2. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park. Negotiating parties: General Manager and District Counsel.
3. Confer with real property negotiators (District Counsel and GM) pursuant to Government Code §54956.8 regarding a proposed Boundary Line agreement with Gregg Marine for property located adjacent the Moss Fuel Dock and Woodward Marine Market located at 10932 Clam Way In Moss Landing.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:07 PM. Roll was called, followed by the Pledge of Allegiance.

Commissioners Present:

Russ Jeffries – President
Vince Ferrante- Vice President
James Goulart – Secretary
Liz Soto - Commissioner
Albert Lomeli – Commissioner

Staff Present:

Tommy Razzeca – General Manager
Mike Rodriguez – District Counsel
Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

President Jeffries announced that the Board met in Closed Session and no decisions were made; direction was given to the General Manager and District Counsel.

D. PUBLIC COMMENTS

None.

E. CONSENT CALENDAR

1. Approval of March 27, 2024 Meeting Minutes. A motion was made by Commissioner Lomeli, seconded by Commissioner Soto to approve the March 2024 Meeting Minutes. The motion passed unanimously on a roll-call vote.

F. FINANCIAL REPORT

2. Financial report month ending March 31, 2024. Razzeca gave the report. A motion was made by Commissioner Ferrante, seconded by Commissioner Lomeli to accept the financial report. The motion passed unanimously on a roll-call vote.

G. MANAGER'S REPORTS

The General Manager will make oral or written presentations on the below subjects. The Board may take such action as deemed necessary. The Manager may present additional reports; however, the Board may not take action on any such item not on this Agenda.

3. Projects Status/Update – nothing to report
4. Summary of Permits Issued – nothing to report
5. Meeting Announcements – nothing to report
6. Assigned Liveboard Report – nothing to report
7. Slip Income Report – nothing to report
8. Incident Report – nothing to report

H. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Goulart – written report/no questions
10. Elkhorn Slough Advisory Committee – Lomeli – written report/no questions
11. Special Districts – Jeffries/Ferrante – written report/no questions
12. Liveboard Committee – Soto/Lomeli – written report/no questions
13. Harbor Improvement Committee – Soto/Lomeli – written report/no questions
14. Real Property Committee I – Jeffries/Ferrante/Leonardini(Appointed Public Representative) – written report/no questions
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16. Personnel Committee – Jeffries/Goulart – written report/no questions
17. Ad Hoc Budget Committee – Goulart/Soto – written report/no questions
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. Adopting Preliminary Budget FY 24/25
 - a. Staff report – GM Razzeca gave the report
 - b. Public comment – None
 - c. Board discussion – None
 - d. Board action – A motion was made by Commissioner Ferrante, seconded by Commissioner Soto to adopt the Preliminary Budget for FY 24/25. The motion passed unanimously on a roll-call vote.

J. INFORMATIONAL ITEM

The General Manager will provide the Board an update regarding Ordinance No. 212

GM Razzeca notified the Board that Ordinance No. 212 suspending late fees related to Commercial Fisherman in the Harbor affected by the closure of fishing seasons remains in effect and that monthly updates will continue moving forward as necessary.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

K. COMMISSIONERS COMMENTS AND CONCERNS

None.

N. ADJOURNMENT

President Jeffries adjourned the meeting at 7:34 pm.

Respectfully submitted,

ATTEST:

James Goulart, Secretary
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District
Balance Sheet
As of April 30, 2024

	<u>Apr 30, 24</u>	<u>Apr 30, 23</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1022 · 1st Capital Trust Account	3,988,887	4,877,193	-888,306	-18%
1001 · 1st Capital Operating Account	5,017,457	2,981,351	2,036,106	68%
1015 · 1st Capital Bank	1,907,443	1,897,854	9,589	1%
1020 · Umpqua - Restricted	1,017,323	1,017,221	102	
Total Checking/Savings	<u>11,931,610</u>	<u>10,774,119</u>	<u>1,157,491</u>	<u>11%</u>
Accounts Receivable				
1250 · Lease Receivable	4,294,759	4,575,879	-281,120	-6%
1120 · Leases				
1282 · NNN Receivable	107,293	99,969	7,324	7%
1284 · Local Bounty		417	-417	-100%
1291 · Monterey Bay Kayak % Rent	16,873		16,873	100%
1120 · Leases - Other	6,124	3,669	2,455	67%
Total 1120 · Leases	<u>130,290</u>	<u>104,055</u>	<u>26,235</u>	<u>25%</u>
1200 · Marina Receivables	194,882	162,048	32,834	20%
1201 · Marina - Allow for Bad Debt	-53,500	-46,041	-7,459	-16%
Total Accounts Receivable	<u>4,566,431</u>	<u>4,795,941</u>	<u>-229,510</u>	<u>-5%</u>
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	70,423	44,933	25,490	57%
Total 1271 · Prepaid Expenses	<u>70,423</u>	<u>44,933</u>	<u>25,490</u>	<u>57%</u>
Total Other Current Assets	<u>70,423</u>	<u>44,933</u>	<u>25,490</u>	<u>57%</u>
Total Current Assets	<u>16,568,464</u>	<u>15,614,993</u>	<u>953,471</u>	<u>6%</u>
Fixed Assets				
1650 · Construction in Progress	5,035,449	5,026,982	8,467	0%
1670 · Equipment	555,676	555,676		
1700 · Improvements				
1710 · NH Buildings & Improvements	7,016,717	7,016,717		
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,525,224	8,525,224		
1740 · SH Floating Docks	9,489,310	9,583,746	-94,436	-1%
Total 1700 · Improvements	<u>26,188,144</u>	<u>26,282,580</u>	<u>-94,436</u>	<u>-0%</u>

Moss Landing Harbor District
Balance Sheet
As of April 30, 2024

	<u>Apr 30, 24</u>	<u>Apr 30, 23</u>	<u>\$ Change</u>	<u>% Change</u>
1800 · Less - Depreciation				
1805 · Equipment	-500,019	-472,279	-27,740	-6%
1810 · NH Buildings & Improvements	-4,889,189	-4,198,659	-690,530	-16%
1820 · NH Floating Docks	-524,674	-524,674		
1825 · NH Offsite Improvements	-559,864	-541,074	-18,790	-3%
1830 · SH Buildings & Improvements	-6,579,576	-6,466,441	-113,135	-2%
1840 · SH Floating Docks	-7,770,612	-7,482,958	-287,654	-4%
Total 1800 · Less - Depreciation	<u>-20,823,934</u>	<u>-19,686,085</u>	<u>-1,137,849</u>	<u>-6%</u>
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	<u>12,598,195</u>	<u>13,822,013</u>	<u>-1,223,818</u>	<u>-9%</u>
Other Assets				
1320 · Workers Comp Deposit	200	200		
1530 · Principal Financial CS	7,389	7,389		
Total Other Assets	<u>7,589</u>	<u>7,589</u>		
TOTAL ASSETS	<u><u>29,174,248</u></u>	<u><u>29,444,595</u></u>	<u><u>-270,347</u></u>	<u><u>-1%</u></u>

Moss Landing Harbor District
Balance Sheet
As of April 30, 2024

	<u>Apr 30, 24</u>	<u>Apr 30, 23</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	414,290	7,423	406,867	5,481%
Total Accounts Payable	414,290	7,423	406,867	5,481%
Other Current Liabilities				
2020 · Accrued Salaries Payable	56,794	11,086	45,708	412%
2021 · Accrued Vacation	32,165	35,386	-3,221	-9%
2023 · Accrued Payroll Taxes	18,747	3,087	15,660	507%
2030 · Customer Deposits	367,670	362,590	5,080	1%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	15,782	16,143	-361	-2%
Total 2051 · Note Interest Payable	15,782	16,143	-361	-2%
2080 · Prepaid Berth Fees	183,271	210,749	-27,478	-13%
2011 · Lusamerica Reimb. Acct.	15,000	15,000		
2087 · Lease Deposits	19,625	19,625		
Total Other Current Liabilities	709,054	673,666	35,388	5%
Total Current Liabilities	1,123,344	681,089	442,255	65%
Long Term Liabilities				
2200 · Deferred RTU Lease Revenue	4,288,488	4,667,786	-379,298	-8%
2605 · Umpqua Loan	1,614,535	1,857,376	-242,841	-13%
Total Long Term Liabilities	5,903,023	6,525,162	-622,139	-10%
Total Liabilities	7,026,367	7,206,251	-179,884	-2%
Equity				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	16,199,373	14,904,941	1,294,432	9%
Net Income	-507,723	877,172	-1,384,895	-158%
Total Equity	22,147,881	22,238,344	-90,463	-0%
TOTAL LIABILITIES & EQUITY	29,174,248	29,444,595	-270,347	-1%

Moss Landing Harbor District
Statement of Cash Flows
July 2023 through April 2024

Jul '23 - Apr 24

OPERATING ACTIVITIES	
Net Income	-507,723
Adjustments to reconcile Net Income	
to net cash provided by operations:	
1120 · Leases	-818
1120 · Leases:1291 · Monterey Bay Kayak % Rent	-609
1120 · Leases:1230 · Sea Harvest	4,792
1200 · Marina Receivables	-72,115
1201 · Marina - Allow for Bad Debt	28,500
1250 · Lease Receivable	466,958
1120 · Leases:1282 · NNN Receivable	5,209
1271 · Prepaid Expenses	293,667
1271 · Prepaid Expenses:1270 · Insurance	-70,423
1800 · Less - Depreciation:1805 · Equipment	16,000
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	809,000
1800 · Less - Depreciation:1825 · NH Offsite Improvements	15,000
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	90,000
1800 · Less - Depreciation:1840 · SH Floating Docks	225,564
2010 · Accounts Payable	374,780
2020 · Accrued Salaries Payable	35,186
2023 · Accrued Payroll Taxes	17,103
2030 · Customer Deposits	-2,008
2080 · Prepaid Berth Fees	-35,789
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-6,275
Net cash provided by Operating Activities	<u>1,685,999</u>
INVESTING ACTIVITIES	
1700 · Improvements:1740 · SH Floating Docks	94,436
Net cash provided by Investing Activities	<u>94,436</u>
FINANCING ACTIVITIES	
2200 · Deferred RTU Lease Revenue	-475,237
2605 · Umpqua Loan	-242,841
Net cash provided by Financing Activities	<u>-718,078</u>
Net cash increase for period	<u>1,062,357</u>
Cash at beginning of period	<u>10,869,254</u>
Cash at end of period	<u><u>11,931,611</u></u>

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2023 through April 2024

Ordinary Income/Expense	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,649,298	1,635,474	13,824	101%
4112 · Qtrly/Annual Discount	-3,032	-2,083	-949	146%
4113 · Commercial Vessel Dscnt	-10,589	-10,625	36	100%
4114 · Away (1 mnth) Dscnt	-276	-417	141	66%
4115 · Temporary Berthing	141,421	201,167	-59,746	70%
4120 · Liveaboard Fees	126,230	125,000	1,230	101%
4130 · Transient Berthing	26,455	12,500	13,955	212%
4220 · Wait List	3,578	6,250	-2,672	57%
4260 · Towing - Intra Harbor	1,661	450	1,211	369%
4270 · Pumpouts	2,070	750	1,320	276%
4280 · Late Fees	33,995	31,667	2,328	107%
4282 · Recovered Lien Costs	1,000	500	500	200%
Total 4100 · Berthing Income	1,971,811	2,000,633	-28,822	99%
4200 · Other Income - Operations				
4230 · SH Parking	97,835	101,333	-3,498	97%
4285 · Dog Fee	842	600	242	140%
4290 · Misc	2,868	1,483	1,385	193%
Total 4200 · Other Income - Operations	101,545	103,416	-1,871	98%
Total 4000 · MARINA REVENUES	2,073,356	2,104,049	-30,693	99%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2023 through April 2024

Expense	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
5200 · General & Administrative				
5100 · Advertising	2,620	5,000	-2,380	52%
5210 · Dues & Subscriptions	8,991	7,803	1,188	115%
5220 · Office Supplies				
5223 · Administration	5,970	7,486	-1,516	80%
5225 · Operations	5,078	6,788	-1,710	75%
5228 · Maintenance	414	1,286	-872	32%
Total 5220 · Office Supplies	<u>11,462</u>	<u>15,560</u>	<u>-4,098</u>	<u>74%</u>
5230 · Postage & Equip Lease				
5232 · Meter Lease	1,320	989	331	133%
5235 · Postage	1,109	568	541	195%
Total 5230 · Postage & Equip Lease	<u>2,429</u>	<u>1,557</u>	<u>872</u>	<u>156%</u>
5240 · Copier Lease & Supplies				
5242 · Copier Lease	2,893	4,377	-1,484	66%
Total 5240 · Copier Lease & Supplies	<u>2,893</u>	<u>4,377</u>	<u>-1,484</u>	<u>66%</u>
5250 · Telephone & Communications				
5253 · Administration	1,894	15,603	-13,709	12%
5255 · Operations	507	2,049	-1,542	25%
Total 5250 · Telephone & Communications	<u>2,401</u>	<u>17,652</u>	<u>-15,251</u>	<u>14%</u>
5260 · Professional Services				
5262 · Accounting	38,652	35,600	3,052	109%
5263 · Audit fees	18,000	20,000	-2,000	90%
5265 · Legal	37,737	83,334	-45,597	45%
5268 · Computer Consulting	978	5,549	-4,571	18%
5269 · Payroll Processing	3,814	4,384	-570	87%
Total 5260 · Professional Services	<u>99,181</u>	<u>148,867</u>	<u>-49,686</u>	<u>67%</u>
5270 · Licenses & Permits	5,735	2,789	2,946	206%
5290 · Credit Card Fees	6,065	5,341	724	114%
5921 · Internet Billing Service	1,095	1,655	-560	66%
Total 5200 · General & Administrative	<u>142,872</u>	<u>210,601</u>	<u>-67,729</u>	<u>68%</u>
5300 · Personnel				
5310 · Salaries				
5313 · Administration	229,356	237,288	-7,932	97%
5315 · Operations	153,708	184,468	-30,760	83%
5318 · Maintenance	152,318	191,069	-38,751	80%
Total 5310 · Salaries	<u>535,382</u>	<u>612,825</u>	<u>-77,443</u>	<u>87%</u>
5330 · Payroll Taxes				
5333 · Administration	17,274	18,983	-1,709	91%
5335 · Operations	11,993	14,782	-2,789	81%
5338 · Maintenance	11,538	15,286	-3,748	75%
Total 5330 · Payroll Taxes	<u>40,805</u>	<u>49,051</u>	<u>-8,246</u>	<u>83%</u>

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2023 through April 2024

	<u>Jul '23 - Apr 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5340 · Employee Benefits				
5343 · Administration	48,717	43,778	4,939	111%
5345 · Operations	245			
5348 · Maintenance	51,601	56,591	-4,990	91%
Total 5340 · Employee Benefits	<u>100,563</u>	<u>100,369</u>	<u>194</u>	<u>100%</u>
5350 · Workers Compensation				
5353 · Administration	2,700	522	2,178	517%
5355 · Operations	5,283	5,853	-570	90%
5358 · Maintenance	6,003	4,408	1,595	136%
Total 5350 · Workers Compensation	<u>13,986</u>	<u>10,783</u>	<u>3,203</u>	<u>130%</u>
5360 · Education & Training				
5363 · Administration		1,333	-1,333	
5365 · Operations		1,333	-1,333	
5368 · Maintenance		1,333	-1,333	
Total 5360 · Education & Training		<u>3,999</u>	<u>-3,999</u>	
Total 5300 · Personnel	<u>690,736</u>	<u>777,027</u>	<u>-86,291</u>	<u>89%</u>
5400 · Insurance				
5410 · Liability Insurance	160,755	166,667	-5,912	96%
Total 5400 · Insurance	<u>160,755</u>	<u>166,667</u>	<u>-5,912</u>	<u>96%</u>
5500 · Utilities				
5510 · Garbage	128,742	112,500	16,242	114%
5520 · Gas and Electric	240,512	300,000	-59,488	80%
5530 · Water	42,009	41,667	342	101%
5540 · Sewer	47,707	45,833	1,874	104%
Total 5500 · Utilities	<u>458,970</u>	<u>500,000</u>	<u>-41,030</u>	<u>92%</u>
5600 · Operating Supplies				
5610 · Vehicles	8,542	13,000	-4,458	66%
5625 · Operations	14,073	20,333	-6,260	69%
Total 5600 · Operating Supplies	<u>22,615</u>	<u>33,333</u>	<u>-10,718</u>	<u>68%</u>
5700 · Depreciation	625,000	625,000		100%
5800 · Repairs & Maintenance				
5810 · Vehicles	1,388	5,825	-4,437	24%
5830 · Equip Rental	2,702	4,545	-1,843	59%
5850 · Repair Materials	44,870	56,296	-11,426	80%
5860 · Outside Service Contracts	71,330	66,667	4,663	107%
5870 · Derelict Disposal	37,600	40,000	-2,400	94%
Total 5800 · Repairs & Maintenance	<u>157,890</u>	<u>173,333</u>	<u>-15,443</u>	<u>91%</u>
5900 · Financial Expenses				
5990 · Bad Debt	28,500	26,667	1,833	107%
Total 5900 · Financial Expenses	<u>28,500</u>	<u>26,667</u>	<u>1,833</u>	<u>107%</u>
Total · MARINA EXPENSES	<u>2,287,338</u>	<u>2,512,628</u>	<u>-225,290</u>	<u>91%</u>
Net Ordinary Income - Marina Operations	<u>-213,982</u>	<u>-408,579</u>	<u>194,597</u>	<u>52%</u>

Moss Landing Harbor District Profit & Loss Budget vs. Actual July 2023 through April 2024

	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Vistra	65,128	62,962	2,166	103%
4053 · MBARI	27,991	28,183	-192	99%
Total 4050 · Trust Lands Lease Revenue	93,119	91,145	1,974	102%
4500 · Leases				
4502 · Cannery Building				
4517 · Suite 2	31,988	32,378	-390	99%
4504 · Suite 3	88,455	89,534	-1,079	99%
4511 · Suite 1 & 10	23,958	24,251	-293	99%
4515 · Suite 4	85,445	86,589	-1,144	99%
4518 · Suite 5	41,676	42,654	-978	98%
4512 · Suite 7	19,866	20,108	-242	99%
4503 · Suite 8	8,721	8,825	-104	99%
4520 · Suite 9	7,365	8,283	-918	89%
4523 · Canery NNN	31,218	33,333	-2,115	94%
Total 4502 · Cannery Building	338,692	345,955	-7,263	98%
4530 · RV Lot	32,795	33,195	-400	99%
4540 · Martin & Mason	23,734	23,734		100%
4560 · North Harbor				
4562 · Sea Harvest	48,213	34,139	14,074	141%
4568 · Monterey Bay Kayaks	53,932	70,000	-16,068	77%
Total 4560 · North Harbor	102,145	104,139	-1,994	98%
Total 4500 · Leases	497,366	507,023	-9,657	98%
4600 · District Property Taxes	405,953	287,500	118,453	141%
4700 · Other Revenues & Concessions				
4752 · Parking Fines	3,924	3,750	174	105%
4125 · Amenity Fee	341,277	341,667	-390	100%
4126 · Passenger Vessel Fees	26,422	25,000	1,422	106%
4710 · Vending Activities				
4711 · Washer/Dryer	4,140	7,000	-2,860	59%
4712 · Soda	1,780	80	1,700	2,225%
Total 4710 · Vending Activities	5,920	7,080	-1,160	84%
4720 · Dry Storage	44,595	50,000	-5,405	89%
4725 · North Harbor Use Fee	122,052	127,333	-5,281	96%
4727 · Key Sales	4,926	4,033	893	122%
4730 · NH Washdown		1,000	-1,000	
4735 · Camp/RV	359	1,250	-891	29%
4740 · Equipment Rental	405	50	355	810%
4751 · Permits	4,784	5,417	-633	88%
4765 · Faxes, Copies & Postage		50	-50	
Total 4700 · Other Revenues & Concessions	554,664	566,630	-11,966	98%

Moss Landing Harbor District Profit & Loss Budget vs. Actual July 2023 through April 2024

	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
4800 · Interest				
4843 · First Capital Bank	56,446	41,250	15,196	137%
4846 · Umpqua Interest	85	83	2	102%
Total 4800 · Interest	56,531	41,333	15,198	137%
Total 4400 · LEASE AND OTHER INCOME	1,607,633	1,493,631	114,002	108%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua NP Interest	43,200	41,896	1,304	103%
Total 7100 · Interest Expense	43,200	41,896	1,304	103%
7200 · Other Financial Expenses				
7221 · CSDA Dues	8,187	8,200	-13	100%
7230 · LAFO Administrative Charges	6,466	7,000	-534	92%
Total 7200 · Other Financial Expenses	14,653	15,200	-547	96%
5700 · Depreciation	625,000	625,000		100%
7300 · Commissioner Expenses				
7320 · Monthly Stipend	8,591	15,900	-7,309	54%
7321 · Employer Payroll Taxes	583	1,160	-577	50%
7330 · Incurred Expenses	621	3,774	-3,153	16%
Total 7300 · Commissioner Expenses	9,795	20,834	-11,039	47%
Total 7000 · LEASE AND OTHER EXPENSES	692,648	702,930	-10,282	99%
Net Ordinary Income Lease & Other Operations	914,985	790,701	124,284	116%
Net Ordinary Income - Combined Operations	701,003	382,122	318,881	183%

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 Accrual Basis

Moss Landing Harbor District Profit & Loss Budget vs. Actual July 2023 through April 2024

	<u>Jul '23 - Apr 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Income				
8000 · CAPITAL PROJECT REVENUE				
8250 · Dredging		1,000,000	-1,000,000	
Total 8000 · CAPITAL PROJECT REVENUE		<u>1,000,000</u>	<u>-1,000,000</u>	
Total Other Income		1,000,000	-1,000,000	
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	138,158		138,158	100%
9054 · Sea Lion Deterrent Fencing	1,287			
9309 · New NH Building	723,691			
9565 · Miscellaneous Capital Projects	11,993			
9800 · Dock Replacement	333,597			
Total 9000 · CAPITAL PROJECT EXPENSES	<u>1,208,726</u>		<u>1,208,726</u>	<u>100%</u>
Total Other Expense	<u>1,208,726</u>		<u>1,208,726</u>	<u>100%</u>
Net Other Income	<u>-1,208,726</u>	1,000,000	<u>-2,208,726</u>	<u>-121%</u>
Net Income	<u><u>-507,723</u></u>	<u><u>1,382,122</u></u>	<u><u>-1,889,845</u></u>	<u><u>-37%</u></u>

Moss Landing Harbor District Profit & Loss YTD Comparison July 2023 through April 2024

Ordinary Income/Expense	Jul '23 - Apr 24	Jul '22 - Apr 23	\$ Change	% Change
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,649,298	1,574,503	74,795	5%
4112 · Qtrly/Annual Discount	-3,032	-4,910	1,878	38%
4113 · Commercial Vessel Dscnt	-10,589	-10,346	-243	-2%
4114 · Away (1 mnth) Dscnt	-276	-212	-64	-30%
4115 · Temporary Berthing	141,421	192,875	-51,454	-27%
4120 · Liveaboard Fees	126,230	117,135	9,095	8%
4130 · Transient Berthing	26,455	9,460	16,995	180%
4220 · Wait List	3,578	6,250	-2,672	-43%
4260 · Towing - Intra Harbor	1,661		1,661	100%
4270 · Pumpouts	2,070	1,200	870	73%
4280 · Late Fees	33,995	30,510	3,485	11%
4282 · Recovered Lien Costs	1,000	700	300	43%
Total 4100 · Berthing Income	1,971,811	1,917,165	54,646	3%
4200 · Other Income - Operations				
4230 · SH Parking	97,835	81,221	16,614	20%
4285 · Dog Fee	842	905	-63	-7%
4290 · Misc	2,868	1,397	1,471	105%
Total 4200 · Other Income - Operations	101,545	83,523	18,022	22%
Total 4000 · MARINA REVENUES	2,073,356	2,000,688	72,668	4%

Moss Landing Harbor District Profit & Loss YTD Comparison July 2023 through April 2024

Expense	Jul '23 - Apr 24	Jul '22 - Apr 23	\$ Change	% Change
5200 · General & Administrative				
5100 · Advertising	2,620	1,770	850	48%
5210 · Dues & Subscriptions	8,991	5,721	3,270	57%
5220 · Office Supplies				
5223 · Administration	5,970	6,146	-176	-3%
5225 · Operations	5,078	5,323	-245	-5%
5228 · Maintenance	414	881	-467	-53%
Total 5220 · Office Supplies	11,462	12,350	-888	-7%
5230 · Postage & Equip Lease				
5232 · Meter Lease	1,320	818	502	61%
5235 · Postage	1,109	36	1,073	2,981%
Total 5230 · Postage & Equip Lease	2,429	854	1,575	184%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	2,893	3,647	-754	-21%
Total 5240 · Copier Lease & Supplies	2,893	3,647	-754	-21%
5250 · Telephone & Communications				
5253 · Administration	1,894	12,663	-10,769	-85%
5255 · Operations	507	1,896	-1,389	-73%
Total 5250 · Telephone & Communications	2,401	14,559	-12,158	-84%
5260 · Professional Services				
5262 · Accounting	38,652	40,384	-1,732	-4%
5263 · Audit fees	18,000	17,250	750	4%
5265 · Legal	37,737	30,625	7,112	23%
5268 · Computer Consulting	978	5,440	-4,462	-82%
5269 · Payroll Processing	3,814	3,833	-19	-0%
Total 5260 · Professional Services	99,181	97,532	1,649	2%
5270 · Licenses & Permits	5,735	2,734	3,001	110%
5290 · Credit Card Fees	6,065	3,467	2,598	75%
5921 · Internet Billing Service	1,095	1,349	-254	-19%
Total 5200 · General & Administrative	142,872	143,983	-1,111	-1%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	229,356	209,570	19,786	9%
5315 · Operations	153,708	153,334	374	0%
5318 · Maintenance	152,318	134,075	18,243	14%
Total 5310 · Salaries	535,382	496,979	38,403	8%
5330 · Payroll Taxes				
5333 · Administration	17,274	16,032	1,242	8%
5335 · Operations	11,993	11,771	222	2%
5338 · Maintenance	11,538	10,257	1,281	12%
Total 5330 · Payroll Taxes	40,805	38,060	2,745	7%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2023 through April 2024

	Jul '23 - Apr 24	Jul '22 - Apr 23	\$ Change	% Change
5340 · Employee Benefits				
5343 · Administration	48,717	50,270	-1,553	-3%
5345 · Operations	245	510	-265	-52%
5348 · Maintenance	51,601	53,375	-1,774	-3%
Total 5340 · Employee Benefits	100,563	104,155	-3,592	-3%
5350 · Workers Compensation				
5353 · Administration	2,700	2,336	364	16%
5355 · Operations	5,283	7,206	-1,923	-27%
5358 · Maintenance	6,003	7,006	-1,003	-14%
Total 5350 · Workers Compensation	13,986	16,548	-2,562	-15%
Total 5300 · Personnel	690,736	655,742	34,994	5%
5400 · Insurance				
5410 · Liability Insurance	160,755	147,867	12,888	9%
Total 5400 · Insurance	160,755	147,867	12,888	9%
5500 · Utilities				
5510 · Garbage	128,742	111,321	17,421	16%
5520 · Gas and Electric	240,512	288,000	-47,488	-16%
5530 · Water	42,009	41,367	642	2%
5540 · Sewer	47,707	43,668	4,039	9%
Total 5500 · Utilities	458,970	484,356	-25,386	-5%
5600 · Operating Supplies				
5610 · Vehicles	8,542	9,528	-986	-10%
5625 · Operations	14,073	16,030	-1,957	-12%
Total 5600 · Operating Supplies	22,615	25,558	-2,943	-12%
5700 · Depreciation	625,000	397,500	227,500	57%
5800 · Repairs & Maintenance				
5810 · Vehicles	1,388	3,585	-2,197	-61%
5830 · Equip Rental	2,702	2,760	-58	-2%
5850 · Repair Materials	44,870	33,623	11,247	33%
5860 · Outside Service Contracts	71,330	104,126	-32,796	-31%
5870 · Derelict Disposal	37,600	30,260	7,340	24%
Total 5800 · Repairs & Maintenance	157,890	174,354	-16,464	-9%
5900 · Financial Expenses				
5920 · Bank Service Charges		35	-35	-100%
5990 · Bad Debt	28,500	20,542	7,958	39%
Total 5900 · Financial Expenses	28,500	20,577	7,923	39%
Total · MARINA EXPENSES	2,287,338	2,049,937	237,401	12%
Net Ordinary Income - Marina Operations	-213,982	-49,249	-164,733	-334%

Moss Landing Harbor District Profit & Loss YTD Comparison July 2023 through April 2024

	Jul '23 - Apr 24	Jul '22 - Apr 23	\$ Change	% Change
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Vistra	65,128	65,128		
4053 · MBARI	27,991	27,991		
Total 4050 · Trust Lands Lease Revenue	<u>93,119</u>	<u>93,119</u>		
4500 · Leases				
4501 · K-Pier Lease		11,088	-11,088	-100%
4502 · Cannery Building				
4517 · Suite 2	31,988	30,823	1,165	4%
4504 · Suite 3	88,455	85,233	3,222	4%
4511 · Suite 1 & 10	23,958	19,291	4,667	24%
4515 · Suite 4	85,445	82,430	3,015	4%
4518 · Suite 5	41,676	26,214	15,462	59%
4512 · Suite 7	19,866	13,180	6,686	51%
4503 · Suite 8	8,721	8,492	229	3%
4520 · Suite 9	7,365	7,955	-590	-7%
4523 · Canery NNN	31,218	33,331	-2,113	-6%
Total 4502 · Cannery Building	<u>338,692</u>	<u>306,949</u>	<u>31,743</u>	<u>10%</u>
4530 · RV Lot	32,795	30,981	1,814	6%
4540 · Martin & Mason	23,734	23,734		
4560 · North Harbor				
4562 · Sea Harvest	48,213	45,385	2,828	6%
4568 · Monterey Bay Kayaks	53,932	20,157	33,775	168%
Total 4560 · North Harbor	<u>102,145</u>	<u>65,542</u>	<u>36,603</u>	<u>56%</u>
Total 4500 · Leases	<u>497,366</u>	<u>438,294</u>	<u>59,072</u>	<u>13%</u>
4600 · District Property Taxes	405,953	381,836	24,117	6%
4700 · Other Revenues & Concessions				
4752 · Parking Fines	3,924		3,924	100%
4125 · Amenity Fee	341,277	309,219	32,058	10%
4126 · Passenger Vessel Fees	26,422	22,504	3,918	17%
4710 · Vending Activities				
4711 · Washer/Dryer	4,140	6,403	-2,263	-35%
4712 · Soda	1,780		1,780	100%
Total 4710 · Vending Activities	<u>5,920</u>	<u>6,403</u>	<u>-483</u>	<u>-8%</u>
4720 · Dry Storage	44,595	51,666	-7,071	-14%
4725 · North Harbor Use Fee	122,052	113,069	8,983	8%
4727 · Key Sales	4,926	4,650	276	6%
4730 · NH Washdown		150	-150	-100%
4735 · Camp/RV	359	52	307	590%
4740 · Equipment Rental	405	2,213	-1,808	-82%
4745 · Citations & Fines		1,367	-1,367	-100%
4751 · Permits	4,784	4,847	-63	-1%

Moss Landing Harbor District
Profit & Loss YTD Comparison
July 2023 through April 2024

	<u>Jul '23 - Apr 24</u>	<u>Jul '22 - Apr 23</u>	<u>\$ Change</u>	<u>% Change</u>
4765 · Faxes, Copies & Postage		989	-989	-100%
Total 4700 · Other Revenues & Concessions	<u>554,664</u>	<u>517,129</u>	<u>37,535</u>	<u>7%</u>
4800 · Interest				
4843 · First Capital Bank	56,446	43,252	13,194	31%
4846 · Umpqua Interest	85	85	0	0%
Total 4800 · Interest	<u>56,531</u>	<u>43,337</u>	<u>13,194</u>	<u>30%</u>
Total 4400 · LEASE AND OTHER INCOME	<u>1,607,633</u>	<u>1,473,715</u>	<u>133,918</u>	<u>9%</u>
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua NP Interest	43,200	47,750	-4,550	-10%
Total 7100 · Interest Expense	<u>43,200</u>	<u>47,750</u>	<u>-4,550</u>	<u>-10%</u>
7200 · Other Financial Expenses				
7221 · CSDA Dues	8,187	8,186	1	
7230 · LAFO Administrative Charges	6,466	5,868	598	10%
Total 7200 · Other Financial Expenses	<u>14,653</u>	<u>14,054</u>	<u>599</u>	<u>4%</u>
5700 · Depreciation	<u>625,000</u>	<u>397,500</u>	<u>227,500</u>	<u>57%</u>
7300 · Commissioner Expenses				
7310 · Election Costs		350,145	-350,145	-100%
7320 · Monthly Stipend	8,591	8,575	16	0%
7321 · Employer Payroll Taxes	583	637	-54	-8%
7330 · Incurred Expenses	621	2,387	-1,766	-74%
Total 7300 · Commissioner Expenses	<u>9,795</u>	<u>361,744</u>	<u>-351,949</u>	<u>-97%</u>
Total 7000 · LEASE AND OTHER EXPENSES	<u>692,648</u>	<u>821,048</u>	<u>-128,400</u>	<u>-16%</u>
Net Ordinary Income - Lease & Other Operations	<u>914,985</u>	<u>652,667</u>	<u>262,318</u>	<u>40%</u>
Net Ordinary Income - Combined Operations	<u>701,003</u>	<u>603,418</u>	<u>97,585</u>	<u>16%</u>

Moss Landing Harbor District Profit & Loss YTD Comparison July 2023 through April 2024

	<u>Jul '23 - Apr 24</u>	<u>Jul '22 - Apr 23</u>	<u>\$ Change</u>	<u>% Change</u>
Other Income/Expense				
Other Income				
8000 · CAPITAL PROJECT REVENUE				
8215 · FEMA Grant		375,065	-375,065	-100%
Total 8000 · CAPITAL PROJECT REVENUE		<u>375,065</u>	<u>-375,065</u>	<u>-100%</u>
Total Other Income		375,065	-375,065	-100%
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
5880 · Dredging	138,158	9,941	128,217	1,290%
9054 · Sea Lion Deterrent Fencing	1,287	910	377	41%
9309 · New NH Building	723,691		723,691	100%
9565 · Miscellaneous Capital Projects	11,993	90,458	-78,465	-87%
9800 · Dock Replacement	333,597		333,597	100%
Total 9000 · CAPITAL PROJECT EXPENSES	<u>1,208,726</u>	<u>101,309</u>	<u>1,107,417</u>	<u>1,093%</u>
Total Other Expense	<u>1,208,726</u>	<u>101,309</u>	<u>1,107,417</u>	<u>1,093%</u>
Net Other Income	<u>-1,208,726</u>	<u>273,756</u>	<u>-1,482,482</u>	<u>-542%</u>
Net Income	<u>-507,723</u>	<u>877,174</u>	<u>-1,384,897</u>	<u>-158%</u>

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Moss Landing Harbor District A/P Aging Summary As of April 30, 2024

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Allied Administrators for Delta Dental		-253.42				-253.42
Anthony Molfino	560.00					560.00
Big Creek Lumber	1,100.34					1,100.34
CalPERS		-7,824.53				-7,824.53
Carmel Marina Corporation		2,245.52				2,245.52
Castroville "ACE" Hardware	333.54					333.54
Central Coast Systems, Inc.	1,201.68	660.00				1,861.68
Cintas	805.00					805.00
Corralitos Electric			370.30			370.30
Dilbeck & Sons, Inc.	375,868.71					375,868.71
Employ America	1,369.78					1,369.78
Green Valley Supply	638.05					638.05
Jarvis Fay, LLP	800.00					800.00
Kie-Con, Inc.	36,596.52					36,596.52
Mechanics Bank	974.87					974.87
Michael McDonald	1,504.17					1,504.17
Moss Landing Boat Works	33.96					33.96
New Pig		2,890.68				2,890.68
Pacific Coast Congress					365.00	365.00
Pacific Parking Systems, Inc.		945.00				945.00
Pajaro/Sunny Mesa C.S.D.	2,899.55					2,899.55
PG&E		-30,000.00				-30,000.00
Razzolink, Inc.		-136.85				-136.85
ReadyRefresh	90.94					90.94
Sea Engineering, Inc.		2,090.00				2,090.00
Stephen Sherry	500.00					500.00
Tom's Septic Construction	1,255.00					1,255.00
Tommy Razzeca		-350.00				-350.00
U.S. Bank	947.26					947.26
U.S. Bank - Office Equipment Finance Svc		-271.21				-271.21
United Site Services of Calif., Inc.		-400.25				-400.25
Valero Marketing and Supply Company		-750.00				-750.00
VALIC	1,992.00					1,992.00
Verizon Wireless	112.52					112.52
Vision Sevice Plan		-85.96				-85.96
Wald, Ruhnke & Dost Architects, LP	2,625.00	12,937.50				15,562.50
West Marine Pro					-350.48	-350.48
TOTAL	<u><u>432,208.89</u></u>	<u><u>-18,303.52</u></u>	<u><u>370.30</u></u>	<u> </u>	<u><u>14.52</u></u>	<u><u>414,290.19</u></u>

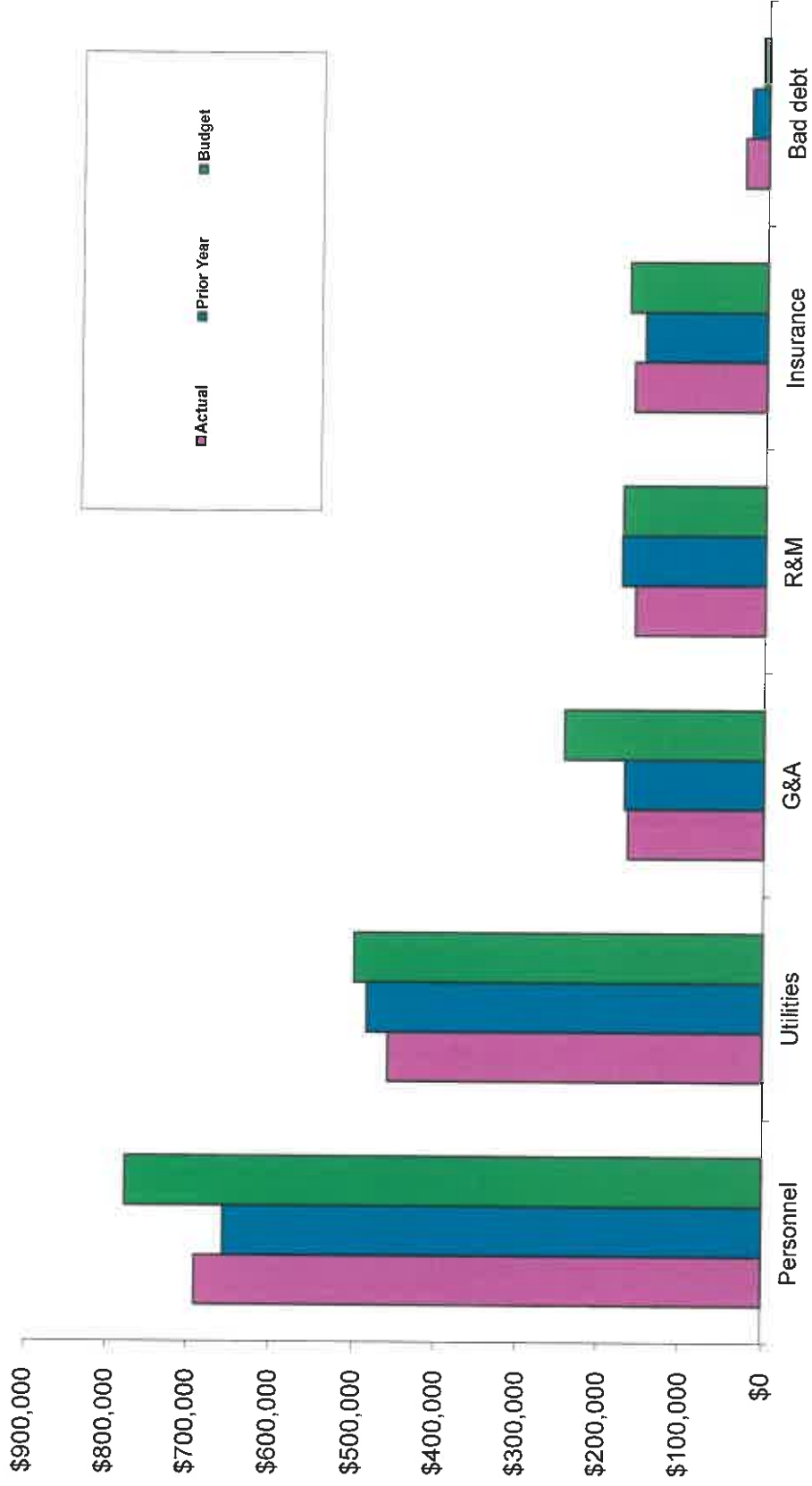
**Moss Landing Harbor District
Warrant Listing
As of April 30, 2024**

Type	Date	Num	Name	Amount
1001 - 1st Capital Operating Account				
Check	04/05/2024		NPC Merchant Pymt Proc	-2,522.97
Bill Pmt -Check	04/09/2024	20677	A.L. Lease	-245.52
Bill Pmt -Check	04/09/2024	20678	Allied Administrators for Delta Dental	-253.42
Bill Pmt -Check	04/09/2024	20679	Big Creek Lumber	-235.14
Bill Pmt -Check	04/09/2024	20680	Brian Thom	-550.00
Bill Pmt -Check	04/09/2024	20681	CalPERS	-7,824.53
Bill Pmt -Check	04/09/2024	20682	Carmel Marina Corporation	-9,373.85
Bill Pmt -Check	04/09/2024	20684	Castroville "ACE" Hardware	-122.56
Bill Pmt -Check	04/09/2024	20685	Cintas	-641.68
Bill Pmt -Check	04/09/2024	20686	Dilbeck & Sons, Inc.	-299,065.50
Bill Pmt -Check	04/09/2024	20687	Employ America	-1,369.78
Bill Pmt -Check	04/09/2024	20688	Green Valley Supply	0.00
Bill Pmt -Check	04/09/2024	20689	Harry O'Leary	-531.23
Bill Pmt -Check	04/09/2024	20690	Mechanics Bank	-314.25
Bill Pmt -Check	04/09/2024	20691	Monterey One Water	-454.52
Bill Pmt -Check	04/09/2024	20692	Monterey Sanitary Supply	-429.57
Bill Pmt -Check	04/09/2024	20693	Pajaro/Sunny Mesa C.S.D.	-3,954.08
Bill Pmt -Check	04/09/2024	20694	PG&E	-30,000.00
Bill Pmt -Check	04/09/2024	20695	Razzolink, Inc.	-136.85
Bill Pmt -Check	04/09/2024	20696	Robert Baugh	-500.00
Bill Pmt -Check	04/09/2024	20697	Sea Engineering, Inc.	-3,610.00
Bill Pmt -Check	04/09/2024	20698	Streamline	-200.00
Bill Pmt -Check	04/09/2024	20699	TK Elevator	-763.26
Bill Pmt -Check	04/09/2024	20700	Tommy Razzeca	-350.00
Bill Pmt -Check	04/09/2024	20701	U.S. Bank - Office Equipment Finance Svc	-271.21
Bill Pmt -Check	04/09/2024	20702	Valero Marketing and Supply Company	-750.00
Bill Pmt -Check	04/09/2024	20703	VALIC	-1,992.00
Bill Pmt -Check	04/09/2024	20704	Vision Sevice Plan	-85.96
Bill Pmt -Check	04/09/2024	20705	West Marine Pro	-146.35
Bill Pmt -Check	04/09/2024	20706	Employ America	-1,369.78
Bill Pmt -Check	04/09/2024	20706	Carmel Marina Corporation	0.00
Bill Pmt -Check	04/09/2024	20707	Mechanics Bank	0.00
Bill Pmt -Check	04/09/2024	20708	Monterey One Water	0.00
Bill Pmt -Check	04/09/2024	20713	Carmel Marina Corporation	-1,958.56
Bill Pmt -Check	04/09/2024	20714	Mechanics Bank	-322.44
Bill Pmt -Check	04/09/2024	20710	Carmel Marina Corporation	-248.35
Bill Pmt -Check	04/09/2024	20711	Mechanics Bank	-292.56
Bill Pmt -Check	04/09/2024	20712	Monterey One Water	-6,441.08
Bill Pmt -Check	04/09/2024	20715	Carmel Marina Corporation	-2,103.98
Bill Pmt -Check	04/09/2024	20716	Mechanics Bank	-365.70
Bill Pmt -Check	04/09/2024	20717	CalPERS	-5.72
Bill Pmt -Check	04/09/2024	20718	Monterey One Water	-2,645.72

**Moss Landing Harbor District
Warrant Listing
As of April 30, 2024**

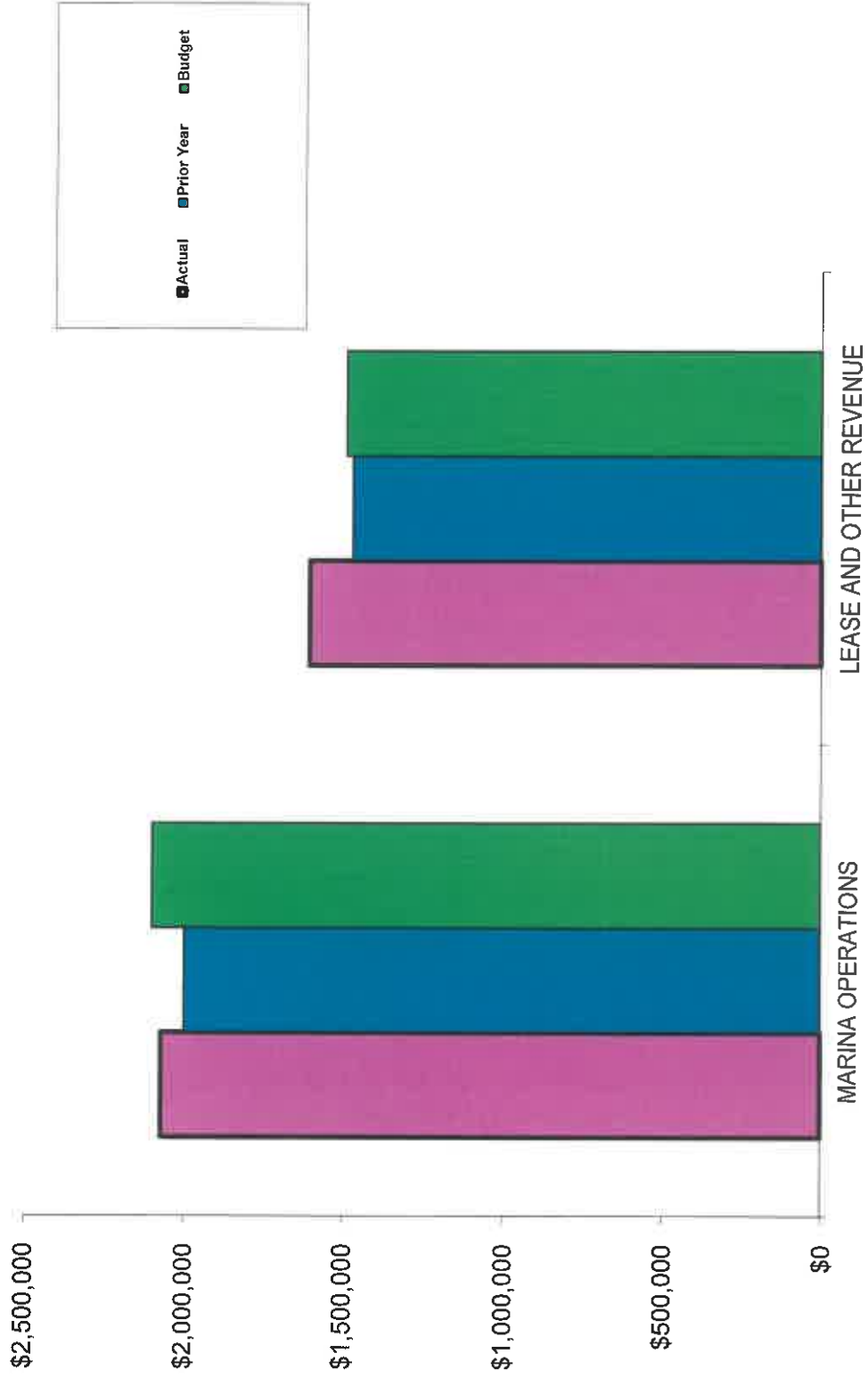
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	04/11/2024	20719	U.S. Bank	-638.31
Bill Pmt -Check	04/11/2024	20720	Verizon Wireless	-112.52
Check	04/11/2024		Payroll Partners	-196.85
Check	04/12/2024	4175	Ferrante, Vincent	-226.20
Check	04/12/2024	4176	Goulart, James	-226.21
Check	04/12/2024	4177	Jeffries, Russell	-228.13
Bill Pmt -Check	04/23/2024	20721	A.L. Lease	-731.48
Bill Pmt -Check	04/23/2024	20722	Alden Glazler	-410.50
Bill Pmt -Check	04/23/2024	20723	Haley & Aldrich, Inc.	-89,862.41
Bill Pmt -Check	04/23/2024	20724	Hodges Consulting Services	-255.00
Bill Pmt -Check	04/23/2024	20725	Home Depot	-1,188.49
Bill Pmt -Check	04/23/2024	20726	Hudson Martin	-150.00
Bill Pmt -Check	04/23/2024	20727	Jarvis Fay, LLP	-900.00
Bill Pmt -Check	04/23/2024	20728	ReadyRefresh	-158.02
Bill Pmt -Check	04/23/2024	20729	United Site Services of Calif., Inc.	-800.50
Bill Pmt -Check	04/23/2024	20730	WASH	-455.04
Bill Pmt -Check	04/23/2024	20731	Wendy L. Cumming, CPA	-3,052.50
Check	04/25/2024		Payroll Partners	-150.54
Check	04/26/2024	41102178	County of Monterey	-9,278.59
Bill Pmt -Check	04/30/2024	20732	Green Valley Supply	-948.33
Total 1001 - 1st Capital Operating Account				-492,417.74
TOTAL				-492,417.74

**Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
April 30, 2024**

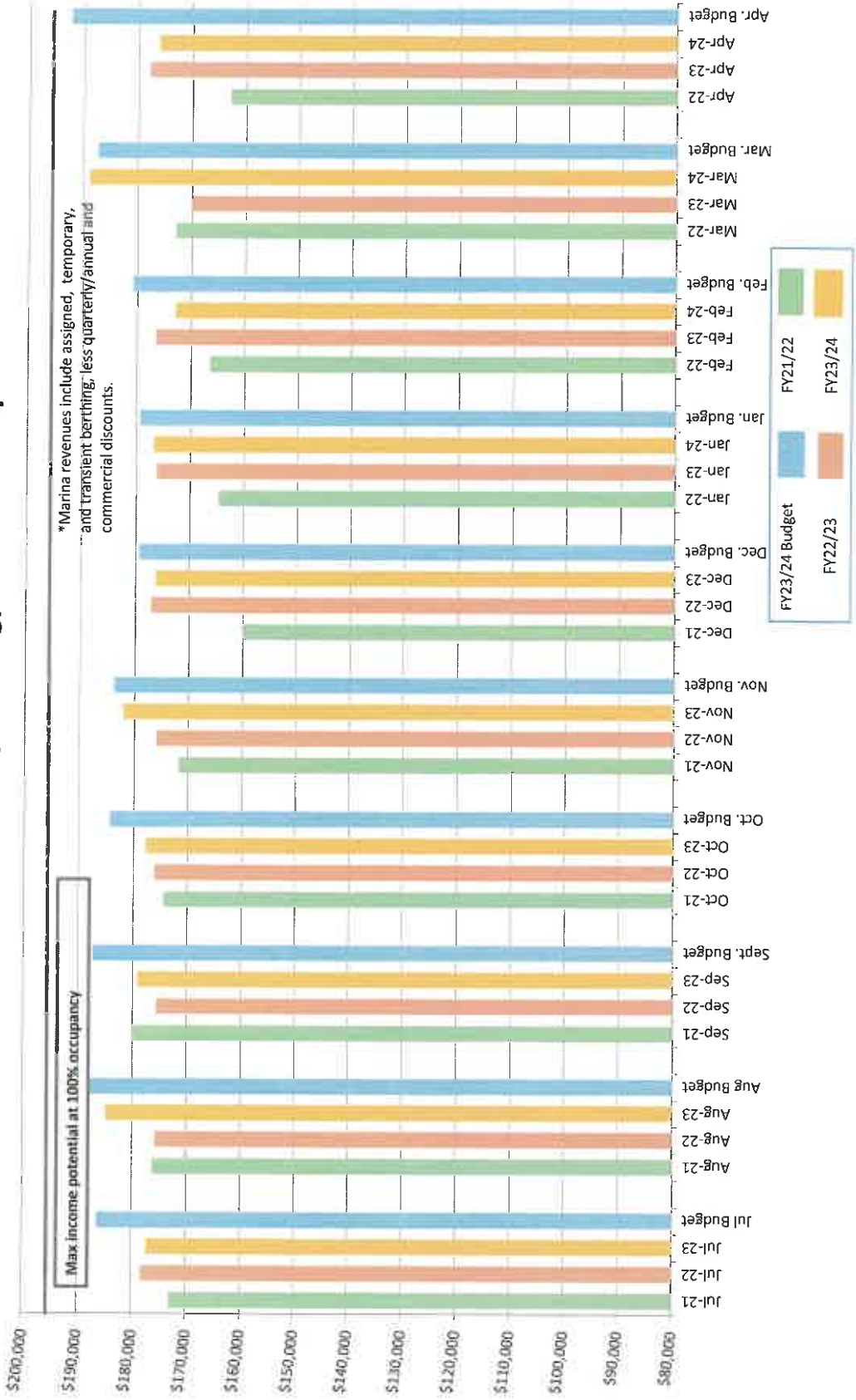


**** Expenses Exclude Dredging, Depreciation and Interest Expenses ****

**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
April 30, 2024**



Moss Landing Harbor District Marina Revenue* (Berthing) - 3 Year Comparison





BOARD OF HARBOR COMMISSIONERS

Russell Jeffries
Vincent Ferrante
James Goulart
Liz Soto
Albert Lomeli

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**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 03 – PROJECT STATUS
BOARD MEETING MAY 29, 2024

1. North Harbor Building: The project has been awarded to Dilbeck & Sons Inc. and the contract has been executed and construction has begun. Currently the contractor is completing framing, plumbing and electrical aspects of the project. Staff expects work related to elevator installation and its mechanical room to begin in the next month. Staff believes that the construction project will be completed during the month of September 2024. As construction proceeds the General Manager will provide monthly updates to the Board via this staff report.

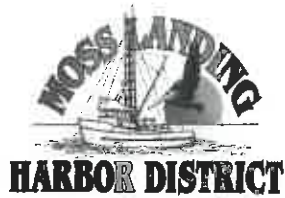
2. North Harbor Inn Project: This project remains on hold while the District explores options with the property.

3. Harbor Infrastructure Improvement Project: Resulting from the tsunami that took place on January 15, 2022, staff discovered that the District has sustained damage to piles, docks, shoreline and navigation channels in the Harbor. The District's consultant, Sea Engineering, is currently working with the multiple permitting agencies to obtain the required permits. Staff expects that the District will have all needed permits sometime during the next 2 months. Once permits have been issued staff will put the project out to bid, secure a contractor, and begin the infrastructure improvement project. The Staff goal is to have the project out to bid during Summer 2024.

4. Harbor Maintenance Dredging and FEMA Project: The District is currently in the preparation process to dredge the Harbor during the Summer/Fall of 2024. Resulting from the Atmospheric River Storms experienced in 2023, staff discovered that a significant amount of sediment washed into the Harbor berthing spaces and navigation channels. Because the storms associated with the additional sediment accumulation did receive an emergency declaration, staff was able to apply for FEMA funding to remove dredge material directly associated with the storm event. Staff has completed, submitted and received approval of emergency funding with a cumulative amount obligated of \$ 1,151,607.36 for removal of the debris associated with the storm event. Staff will continue to update the Board with additional information regarding this project and its status as we continue to work towards Maintenance Dredging of the Harbor later this year.

5. B Dock Concrete Dock Replacement Project: Staff received delivery of the new concrete docks earlier this month and the installation is currently underway. Once staff has completed the install of the new concrete docks the work on the electrical and plumbing of the area will take place. Staff expects the project to be complete in June 2024.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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GENERAL MANAGER
HARBORMASTER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 04 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF MAY 29, 2024

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2024	Current	Facilities Use	01/01/2025
Blue Ocean Whale Watch	2/18/2024	Current	Facilities Use	2/18/2025
Whisper Charters	2/28/2024	Current	Facilities Use	2/28/2025
Fast Raft	3/28/2024	Current	Facilities Use	3/28/2025
Monterey Eco Tours	4/16/2024	Current	Facilities Use	4/16/2025
Oceanic Expeditions	4/21/2024	Current	Facilities Use	4/21/2025
Venture Quest Kayaking	6/12/2023	Current	Facilities Use	6/12/2024
Monterey Bay Hydrobikes	6/12/2023	Current	Facilities Use	6/12/2024
Reel Nasty Sportfishing	6/12/2023	Current	Facilities Use	6/12/2024
Last Meal Sportfishing	6/12/2023	Current	Facilities Use	6/12/2024
Kayak Connection	6/30/2023	Current	Facilities Use	6/30/2024
Sanctuary Cruises	6/30/2023	Current	Facilities Use	6/30/2024
Sea Goddess Whale Watching-Tours	6/30/2023	Current	Facilities Use	6/30/2024
MBARI-Slough Test Moorings	6/30/2023	Current	Facilities Use	6/30/2024
Slater Moore Photography	07/07/2023	Current	Facilities Use	07/07/2024
Elkhorn Slough Safari - Tours	10/19/2023	Current	Facilities Use	10/19/2024
Blue Water Ventures	10/31/2023	Current	Facilities Use	10/31/2024
Wild Fish-Vicki Crow	11/30/2023	Current	Peddlers	11/30/2024



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GENERAL MANAGER
HARBORMASTER
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 05 – MEETING ANNOUNCEMENTS
BOARD MEETING OF MAY 29, 2024

Moss Landing Chamber of Commerce Meetings – All meetings are done by E-mail until further notice but will eventually resume on the 2nd Thursday of each month in Moss Landing Harbor District Board Room, 4 p.m.

Monterey Bay Sanctuary Advisory Council Meetings – 2023 - <https://montereybay.noaa.gov>

August 16th– *Hybrid (Virtual & In-Person) Meeting*
TBD, Santa Cruz

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 06 - LIVEBOARD REPORT BOARD MEETING OF MAY 29, 2024

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

<u>Name</u>	<u>Vessel</u>
1. Hartman, Guenter	Taku, CF 7913 KL
2. Jones, L	Intrepid CF 0292 VE
3. Matsunaga, F	Mon Rochelle CF 8424 FB
4. Burns, P.	Tralfamadore, CF 9430 GL
5. Byrnes, K.	Grand Slam, CF 4540 FE
6. Doyle, M	Billikon, CF 3946 TM
7. Danh, S	Isle Of View ON 997142
8. Michael, McVay	Gaviota, CF 4863 FP
9. Hughes, S	Sojourn, on 1067078
10. Milazzo, O	Odeyseas. CF 8763 FF
11. Chambers, B.	Pyxis, ON 984193
12. Massat, A	No Name no CF#
13. Clark D.	Seaside Escape CF 4356 HW
14. Degnan, P.	No Name, CF 8344 GT
15. Garmon, S	Celine Rose, ON 1110276
16. Elwell, G.	Pearl, ON 557575
17. Faneuf, C.	Ghost Ryder ON 1048498
18. Buford, C	No Name, CF 9215 EF
19. Potter, D.	Danu CF 4085 GC
20. Listle, A	Tekin ON 616325
21. Glovin, D	Aint to Shabby CF 7434 SL
22. Laoretti, P/ Laoretti, S	Shaka, ON 699611
23. Johnston, Bill	Heart Of Gold, CF 7590 EP
24. Groom D	Phoenix, CF 5084 GJ

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

- | | |
|------------------------------------|----------------------------|
| 25. Jones, H. | Laetare, CF 5495 YB |
| 26. Jones, T. | Sanity, CF 5249 SC |
| 27. Kennedy C. | Aztlan, ON 281903 |
| 28. Ayres, Lloyd | Gaviota, CF 4656 GG |
| 29. Varier, G | Athena CF 1523 FF |
| 30. Malone, RJ | Francis W, CF 2017 UZ |
| 31. Marsee, E, Lynch, C | Tolly Craft CF 9521 HT |
| 32. Burnett, Gary | Zinful CF5419 JG |
| 33. Maris, T. | Nimble, CF 3730 KB |
| 34. Robinson, D/ Robinson, L | Damn Baby CF 9442 EX |
| 35. Nieman J | Inia, ON 1074183 |
| 36 Niswonger, R. | Illusion, CF 0836 TA |
| 37. Cain, C | Sails Call, CF 7291 TG |
| 38. Otis, T. | Blue Moon, CF 1886 GT |
| 39. Paul, J | La Wanda CF 5014 FR |
| 40. Schlegelmilch, William | Bull Dog ON 1219673 |
| 41. Bartley, H | Skylarke, CF 8589 TB |
| 42. Raaphorst, D. | Spirit, ON 664971 |
| 43. Reins, D. | Second Paradise, ON 912484 |
| 44. Rotger, M. | Raven, ON 241650 |
| 45. Dyer, B | Star of Light ON 1056334 |
| 46. Piro, Daniel | Gulf Star CF 6082 GL |
| 47. Schmidt, L | Lady Monroe CF5007 UM |
| 48 Koitmaa, M | Koitmaa FF 4219 HF |
| 49. Silveira, P | Quiet times, CF 2067 GC |
| 50. Salisbury, J. | Oceanid, CF 4210 GA |
| 51. Thomas, B. | Coho, CF 9974 KK |
| 52. Tufts, M. | Enchantress, CF 0878 SX |
| 53. Mc Dermont, J | Ferdelance CF 7837 JF |
| 54. Wolinski, Peter | Muffin, ON 1148169 |
| 55. Hudkins, Leah / Steven Hudkins | Wild Goose ON589319 |
| 56. Samuelson, T. | Moonstone CF 5122 GX |
| 57. Vinsky, J | Rosie CF 2797 GC |
| 58. Riberal, Y/ Eric Duekerson | Boss Lady, ON 556296 |
| 59. Schwontes, N/ Mosolov, A | Luna Sea, ON 1138367 |
| 60. Chaperon, C | Kali Kat CF 7790 SH |

Total Number Vessels: 60
Total Number Persons: 68
Pending Applications -0-



BOARD OF COMMISSIONERS
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 Liz Soto
 Albert Lomeli

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GENERAL MANAGER/HARBOR MASTER
 Tom Razzeca

STAFF REPORT

ITEM NUMBER 7 - SLIP INCOME REPORT
 BOARD MEETING OF MAY 29, 2024

Slip Rates 2023/2024 per linear foot:

Assigned: \$9.44/ft./month
 Temporary: \$14.10/ft./month
 Transient: \$1.25/ft./day

INCOME

<u>April 2024</u>	<u>April 2023</u>	<u>April 2024 Budget</u>
\$176,320	\$177,978	\$192,402

For the month, slip income is lower than budget by \$16k. The lower than budget amount is attributed to lower temporary and transient mostly associated with the cancelation of recreational salmon season. berthing revenue. Slip income is lower than the prior year by \$2k.



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STAFF REPORT

ITEM NUMBER 08 – INCIDENT REPORT
BOARD MEETING OF MAY 29, 2024

5/17/24 An individual who was parked in the North Harbor parking lot reported that their truck had been broken into during the day while they were out fishing. A report was filed with the Monterey County Sheriff's Office and the case number was logged in the MLHD Operations log book. MLHD staff also looked at the security camera but didn't find any actionable information or footage.

5/20/24 A tenant from the North Harbor reported that their truck had been stolen from the North Harbor Launch Ramp parking lot. They were instructed by MLHD staff to make a detailed report with the Monterey County Sheriff's Office. Unfortunately, the vehicle was parked in a location where staff was unable to witness the theft of the vehicle on our security footage.

No further incidents to report as of May 21, 2024.



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Tom Razzeca

STAFF REPORT

ITEM NUMBER 19 – PUBLIC HEARING AND FIXING FINAL BUDGET BOARD MEETING OF MAY 29, 2024

After the Board adopts a Preliminary Budget, Harbors & Navigation Code § 6093 requires the publication of a notice that the Preliminary Budget has been adopted, specifying a date not less than 30 days from the publication of the notice for the purpose of fixing the Final Budget.

The Preliminary Budget was adopted at the April 24, 2024 regular meeting, and a Notice of Adoption was published in a newspaper of general circulation on April 26, 2024 according to Code requirements. As of the writing of this report, no written comments were received during the public review period and no requests were made for copies of the Preliminary Budget.

Commissioner Goulart is the Chairman of the Ad Hoc Budget Committee and Commissioner Soto is Vice-chair, and they may wish to make additional comments to the Board on behalf of that Committee.

The Board should conduct a public hearing, consider making any changes, and then fix the final budget for the fiscal year 2024-2025.

Once adopted, the General Manager will provide a copy of the final budget to the Monterey County Board of Supervisors no later than August 1, 2024 in accordance with Harbors and Navigation Code §6093.3.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ITEM 19 – PUBLIC HEARING AND FIXING OF THE FINAL BUDGET
REGULAR MEETING 05/29/2024



**MONTEREY
HERALD**
*Serving
Monterey
County*

Published by The Monterey Herald
2555 Garden Road, Suite J., Monterey CA 93940
(831) 726-4382

MOSS LANDING HARBOR DISTRICT
Account No. 3795682
7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

Legal No. 0006823934
Budget Notice FY 2024-25
Total Cost: \$205.88999999999999
Ordered by: Shay Shaw

PROOF OF PUBLICATION
STATE OF CALIFORNIA
County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 6 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/26/24

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on 04/26/2024 at Monterey, California.

Antonio Rogue

Signature

This space is reserved for the County Clerk's Filing Stamp



**NOTICE OF ADOPTION OF
PRELIMINARY BUDGET
Moss Landing Harbor District**

For Immediate Release
Friday, April 26, 2024

NOTICE IS HEREBY GIVEN that on April 24, 2024, at a regular meeting duly noticed and called, the Board of Harbor Commissioners of the Moss Landing Harbor District adopted a Preliminary Budget for the District for the Fiscal Year 2024-2025. A copy of the preliminary Budget is available at the offices of the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA 95039 between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding certain holidays. Written comments will be received during the public review period from April 25th through May 28th. On May 29th, 2024 at 7:00 p.m. at the Moss Landing Harbor District Office, 7881 Sandholdt Road, Moss Landing, California, the Board of Harbor Commissioners will meet at a duly noticed regular meeting for the purpose of fixing the Final Budget; and any taxpayer may appear and be heard regarding the increase, decrease, or omission of any item in the budget or for the inclusion of additional items.

Tommy Razzeca, General Manager
Moss Landing Harbor District
7881 Sandholdt Road
Moss Landing, CA 95039
Phone: 831/633-5417
razzeca@mosslandingharbor.dst.ca.us

MOSS LANDING HARBOR DISTRICT

	A	B	C	D	E	F	G	H
BUDGET FYE 6/30/2025								
Revenues	FYE 6/30/19	FYE 6/30/20	FYE 6/30/21	FYE 6/30/22	FYE 6/30/23	Projected FYE 6/30/24	Budget FYE 6/30/24	Budget FYE 6/30/25
	22.25%	23.79%	21.30%	21.94%	21.81%	21.38%	21.50%	21.50%
	7.90/ft	8.15/ft	8.40/ft	8.55/ft	9.02/ft	9.44/ft	9.44/ft	9.70/ft
1 Marina Revenues	1,626,780	1,644,944	1,750,735	1,767,672	1,867,815	1,965,502	1,962,570	2,016,624
2 Assigned Berthing	277,828	284,746	285,457	274,643	223,482	190,000	275,000	200,000
3 Temporary Berthing	52,720	38,852	23,093	10,466	12,521	14,000	15,000	15,000
4 Transient Berthing	(2,499)	(1,890)	(3,326)	(4,637)	(3,000)	(3,000)	(3,000)	(3,000)
5 City/Annual Discount	(13,446)	(12,574)	(12,123)	(12,130)	(12,417)	(12,750)	(12,750)	(12,750)
6 Commercial Discount	119,975	125,568	128,895	135,210	139,795	150,000	150,000	160,000
7 Liveboard Fees	450	900	600	650	150	600	600	600
8 Intra-Harbor Towing	400	1,850	1,600	600	1,200	1,500	1,000	1,000
9 Pump outs	-	-	-	-	-	-	-	-
10 Non-Op Surcharge	-	-	-	-	-	-	-	-
11 Assigned Slip/LA App. Fee	10,375	5,625	9,603	10,450	7,025	5,000	7,500	7,500
12 Recovered Lien Costs	2,985	1,790	200	100	700	1,500	2,000	2,000
13 Late Fees	42,172	24,540	33,510	31,556	35,550	38,000	38,000	40,000
Total Marina Revenues	2,117,740	2,084,341	2,218,244	2,214,580	2,270,067	2,350,352	2,435,920	2,426,974
14 Trust Lands Lease Revenue	28,254	28,961	29,058	29,749	30,793	32,296	32,296	33,123
15 MBARI - Dock	1,378	1,378	1,421	1,449	1,453	1,524	1,524	1,563
16 MBARI-MARS Cable	67,716	69,070	72,437	73,927	72,038	75,554	75,554	77,488
17 Visira	97,348	99,409	102,916	105,125	104,284	109,374	109,374	112,174
18 Total Trust Lands Lease Revenue	97,348	99,409	102,916	105,125	104,284	109,374	109,374	112,174
19 Leases	90,216	93,555	95,270	99,149	103,677	107,441	107,441	110,257
20 Cannery Suites - (3)	88,420	91,368	93,283	95,952	100,266	103,907	103,907	106,630
21 - (4)	18,147	18,798	22,331	19,803	22,540	29,101	29,101	29,863
22 - (1&10)	32,668	33,736	34,863	35,855	37,492	38,853	38,853	39,872
23 - (2)	10,448	12,350	11,077	6,671	48,252	51,185	51,185	53,936
24 - (5 A&B, 4B)	14,831	15,621	15,883	10,456	8,251	-	-	-
25 - (5A)	26,607	26,947	21,884	10,740	-	-	-	-
26 - (5B)	9,127	8,544	14,861	17,155	22,730	24,130	24,130	24,762
27 - (6A, B & D)	9,090	9,363	8,225	9,175	9,813	9,940	9,940	10,200
28 - (7 A&B, 4A)	43,591	20,878	67,981	45,909	40,356	10,590	10,590	10,838
29 - (8)	34,662	35,750	36,716	40,863	39,452	40,000	40,000	40,000
30 Cannery NNN	-	-	-	-	-	-	-	-
31 Sea Harvest/Deyarle	40,511	44,572	103,093	64,988	42,302	60,561	60,561	60,561
32 Pot Stop	26,355	24,562	28,481	26,911	30,984	32,496	32,496	33,328
33 MB Kayak	33,599	34,764	35,525	36,417	38,364	39,834	39,834	40,879
34 Martin/Mason	478,272	480,532	618,556	568,032	554,480	589,005	609,005	603,164
35 S.H. Spare Office	281,184	277,938	345,647	354,156	370,919	410,000	410,000	451,000
36 RV Lot	12,480	28,946	-	12,748	27,978	33,000	30,000	30,000
37 Total Lease Revenue	58,463	60,557	58,209	62,541	60,796	55,000	60,000	60,000
38 Revenues - Other	-	-	-	-	-	-	-	-
39 Amenities Fee - Slip holders	121,398	112,693	195,085	224,038	153,645	180,000	160,000	185,000
40 Passenger Vessel Fees	1,569	1,076	551	731	150	50	1,200	200
41 Dry Storage (2)-Gear & Trailer	105,430	84,330	92,313	121,557	103,827	140,000	130,000	140,000
42 Near Shore Storage	200	650	643	2,182	52	500	1,500	1,500
43 North Harbor Use Fee	-	-	-	-	-	-	-	-
44 NH Boat Wash	-	-	-	-	-	-	-	-
45 SH Parking	-	-	-	-	-	-	-	-
46 Camping/RV	-	-	-	-	-	-	-	-
47 Equipment Rental	-	-	-	-	-	-	-	-
48 Facilities Use Permits	13,505	4,920	8,082	10,906	8,362	6,500	6,500	6,500
49 Vending (Soda/Laundry)	9,415	8,123	6,577	10,340	7,179	6,500	8,500	8,000
50 Merchandise - Clothing, etc.	108	222	42	-	-	-	-	-
51 Key Sales, Copies, Bid Packages, etc.	6,022	4,617	1,708	5,546	9,016	6,000	5,000	5,000
52 Citations	-	-	6,052	6,759	1,370	6,000	4,500	4,500
53 Government Grants	148,919	-	-	-	-	-	-	-
54 State and Federal Grants (Budget year FEMA Dredging)	-	-	-	-	-	-	-	-
55	-	-	-	-	-	-	-	-

CPI = 2.72%
 Vacancy Rate based on 22070 LF
 Prior year \$9.44, with CPI \$9.70
 14.48/ft no amenity fee (Prior year 14.10/ft)(Added CPI)
 1.25/ft (Prior year 1.25/ft)
 3% quarterly annual
 less \$0.50/ft, 41 berth holders avg. 30 ft. boats
 \$200 for each person (Prior year \$190)(Added \$10) *
 \$200 each way
 \$200 per occurrence
 \$175 per month
 \$100 filing fee/\$300 application fee liveboard
 \$35 dollar charge per month (Prior year \$30), on balances over \$140 past due
 \$9,071.97 mo. (ML Seafood Lund's, Prev. Sea Harvest) (Expires 5/30)
 \$8,773.54/mo. (Monterey Fish) (Expires 5/30)
 \$2,457.17/mo. (Local Bounty) (Expires 9/37)
 \$3,280.65/mo. (Deyarle) (Expires 8/31)
 \$4,437.87 (Lusamerica) (Expires 8/30)
 \$965.21 (Running Stream) (Month to Month)
 \$1,391.07 (Local Bounty)(Expires 7/22) w/ (1) 1-yr options
 \$1,244.00 (Deep Water Deal) (Expires 2/23) w/ (1) 1-yr option
 \$2,037.43/mo. (Upstairs Inside (Miller Marine Solutions)(Exp. 4/27)
 \$835.29/mo. (Veridian Advisors) (Month to month)
 \$891.72/mo. (Verton) Roof top and under stairs (3/23)
 Utility reimbursement per lease
 \$3,458.91 base + % rent (Expires 8/30)
 Not occupied
 \$1,713.39/mo, plus percentage rent (Month to month)
 \$7,879.68, or 24% of gross, whichever is greater (Exp. 10/24)
 \$436.21/mo.
 \$3,363.49/mo. (Reynolds Resort) No less than 3% in lease agmt. (Expires 9/31)
 \$90.00 for all assign. vessels in harbor (prior year \$77.55)
 \$100 per multiplied by vessel capacity due annually.
 10'X20'/\$120, 10'X30'/\$130, 10'X40'/\$140
 Current 10'X20'/\$180, 10'X30'/\$200, 10'X40'/\$220
 Current Vessels: \$23 use/park, \$17 use, \$230 annual use/park. Kayaks / PWC:
 \$18 use/park, \$12 use, \$180 annual use/park, \$115 annual use only
 *\$4 for 5 min
 Monthly permits \$140, daily \$14 (CCC Reg.)
 \$75.00 per night
 \$250 1st application, \$50 renewal Application, \$250 issuance fee
 \$1.25-\$1.50 per load to wash/dry
 \$1.00 pg. 15 pg. thereafter, Gate Keys \$10-25
 State and Federal Grants (Budget year FEMA Dredging)
 1,000,000

MOSS LANDING HARBOR DISTRICT									
	A	B	C	D	E	F	G	H	
BUDGET FYE 6/30/2025	FYE 6/30/19	FYE 6/30/20	FYE 6/30/21	FYE 6/30/22	FYE 6/30/23	Projected FYE 6/30/24	Budget FYE 6/30/24	Budget FYE 6/30/25	
56 Misc. Charge/Pet fee	2,865	1,531	3,840	1,130	2,756	750	2,500	1,500	CPI = 2.72%
57 Surplus Sale & Misc., Insurance reimb.	126,967			7,972			100	100	Pet fee \$5 monthly
58 Total Other Revenue	888,515	585,603	718,867	820,891	748,353	844,800	819,850	1,893,350	Excess District equipment
59 TOTAL REVENUES	3,581,875	3,249,885	3,658,583	3,708,628	3,677,184	3,893,531	3,974,150	5,035,662	
60 Expenses									
61 Media/Publications/Advertising	6,101	7,192	5,175	10,341	1,770	4,000	6,500	6,500	Newspaper ads, NH Development, website, public notice
62 General & Administrative	58,954	68,835	87,888	68,930	65,080	65,000	80,000	80,000	Telephone, office supplies, postage, etc.
63 Accountant	35,250	38,179	37,751	37,918	46,200	42,000	42,000	42,000	
64 Auditor	15,500	16,500	16,500	17,000	17,250	18,000	20,000	20,000	
65 Attorney	69,873	52,770	43,909	36,512	41,789	50,000	100,000	100,000	
66 Personnel	739,957	639,705	711,931	691,082	798,964	815,000	920,000	976,000	
67 Insurance & Bonding	144,388	163,307	189,644	172,180	179,500	200,000	200,000	250,000	
68 PG&E	201,187	281,088	275,064	298,555	313,710	320,000	320,000	350,000	
69 Sewer	37,246	39,865	43,196	47,623	52,453	55,000	55,000	60,000	
70 Water	31,819	38,097	36,922	38,757	47,736	53,000	50,000	55,000	
71 Trash	62,552	98,269	114,138	119,225	135,645	148,000	135,000	165,000	
72 Maintenance & Repairs	65,674	68,002	50,810	25,382	46,953	60,000	80,000	80,000	
73 Operating Supplies	26,047	32,109	33,480	25,858	31,821	25,000	40,000	35,000	
74 Outside Service Contracts	74,454	74,325	76,522	110,546	162,273	90,000	80,000	100,000	dock/mat/roofing/gangway
75 Bad Debt (berthing revenue)	52,378	29,531	34,872	30,102	20,577	32,000	32,000	32,000	Fuel, paper products, parking envelopes, uniforms
76 Commissioner Expenses	16,006	14,588	18,343	17,896	16,776	12,000	25,000	25,000	
77 Comm Election					350,145			750,000	Only if incumbent challenged, \$7-\$10 per voter
78 Derelict Disposal	19,184	34,666	40,690	42,161	38,264	50,000	50,000	50,000	
79 LAFCO	6,160	6,357	5,425	5,393	5,868	6,466	7,000	7,000	Mandatory membership fee
80 CSDA	6,740	7,077	7,253	7,615	8,186	8,187	8,200	8,200	Optional membership (required for workers comp policy)
81 County EIR									Moss Landing Community planning
82 Dredging	202,353	1,483,856		18,305	24,906	27,411	1,250,000	3,000,000	
83 Depreciation	841,062	772,652	757,088	761,784	777,285	1,500,000	1,500,000	1,500,000	Increase for NH Building (Est. to start 7/1/24)
84 Total Expenses	2,712,885	3,966,970	2,586,571	2,583,165	3,183,151	3,581,054	5,000,700	7,691,700	
85 Net Operating Income (Loss)	868,990	(717,085)	1,072,012	1,125,463	494,033	312,467	(1,026,550)	(2,656,038)	
86									
87 Interest, Tax and Other Income									
88 Interest - First Capital Bank Investment	3,090	3,131	3,111	9,983	8,882	9,600	9,500	9,600	1.50% on \$1.90M
89 Interest Umpqua	2,586	2,815	508	102	102	100	100	100	.05% on \$1.17M
90 Interest 1st Capital Bank - Trust Account	200				48,644	60,000	40,000	60,000	1.61% on \$3.5M
91 Interest Union Bank	200	296	285	387					
92 Desal Reimbursement	6,879	20,553	5,686						Nader Agha per reimbursement agreement
93 Property Taxes	315,386	325,922	348,780	373,362	402,733	400,000	325,000	375,000	
94 Total Other Income	328,341	352,717	358,370	383,834	460,361	469,700	374,600	444,700	
95									
96 Interest and Other Expenses									
97 Interest - UMPQUA (includes refl. Fees)	99,407	83,776	72,449	62,540	53,663	49,475	49,475	42,463	Note interest 2.85%
98 CEQA-Desal Expenses reimbursable	5,781	20,553	5,686						Aspen Environmental
99 Interest - Premium Finance	800	800	800	800	800	800	800	800	Insurance policy, financed through AFCO
100 Total Other Expenses	105,988	105,129	78,935	63,340	54,463	50,275	50,275	43,263	
101									
102 NET INCOME (LOSS)	1,091,343	(469,497)	1,351,447	1,445,957	899,931	731,892	(702,225)	(2,254,601)	
103									
104 Capital Projects:									
105 Electric Panel Cabinets (3 of 6)			12,101						Subject to quote
106 Security Camera				9,617					
107 Piling replacement project									
108 Dock maintenance	104,546		126,562				175,000	175,000	\$12K each; pile only, tsunami damage repair
109 B Dock Concrete/Electrical						350,000	350,000		Lumber, material, electrical and floats
110 Harbor Infrastructure Improvement Proj.						450,000	1,500,000	1,050,000	Concrete and electrical
									Dock infrastructure improvements

MOSS LANDING HARBOR DISTRICT									
BUDGET FYE 6/30/2025									
	A	B	C	D	E	F	G	H	
	FYE 6/30/19	FYE 6/30/20	FYE 6/30/21	FYE 6/30/22	FYE 6/30/23	FYE 6/30/24	Budget FYE 6/30/24	Budget FYE 6/30/25	
111 Computers (incl software)		9,763					5,000	5,000	CPI = 2.72%
112 New NH Building	2,204,319	306,397		16,830	134,877	2,150,000	3,000,000	1,450,000	Replace Marina program and system maintenance New North Harbor Building, including lighting Repair/replacement
113 NH Visitor Dock				76,718					
114 NH Pkg. Resurfacing				26,081					
115 SH Pkg Resurfacing							100,000	100,000	
116 SH Streetlight replacement							40,000	40,000	
117 Tsunami Erosion Repair	79,307								
118 NH 30 Rm. Hotel									2 at NH, 1 at SH
119 Fisherman's Dorm/Café									Through permitting
120 Cannery - Roof									Through permitting
121 Cannery HVAC/Mechanical Penthouse				298,707	181,229			40,000	Roof and drywall
122 Misc. Small Capital Purchases			12,473	17,240	25,324	15,000	60,000	60,000	1 replaced, 3 left to replace
123 Pot Stop Building demo.				19,253	90,458				Example: Painting, siding, etc.
124 District Vehicle	33,000								
125 Total Capital Requirements	2,421,172	316,160	151,136	466,446	431,888	2,965,000	5,230,000	2,920,000	Maint. Truck
126									
127 Capital Project Funding:									
128 From: FEMA		662,710		329,034					
129 General Funds	2,421,172	316,160	151,136	466,446	431,888	2,965,000	5,230,000	2,920,000	For dredging - 2017 Atmospheric River Storms
130 Total Capital Contributions	2,421,172	978,870	151,136	795,480	431,888	2,965,000	5,230,000	2,920,000	All other capital projects funded by General funds
131 Capital Projects Budget									
132									
133 Loan Payments									
134 Loan - UIMPQUA	(379,197)	(389,516)	(400,107)	(344,871)	(306,504)	(242,841)	(242,841)	(249,176)	Principal Payment (Unpaid balance \$1,614,535 Int. rate 2.85%)
135 Total Loan Payments	(379,197)	(389,516)	(400,107)	(344,871)	(306,504)	(242,841)	(242,841)	(249,176)	
136									
137 Cash Flow Reconciliation									
138 Add: Net Income (Loss)	1,091,343	(469,497)	1,351,447	1,445,957	899,931	731,892	(702,225)	(2,254,601)	
139 Add: Depreciation	841,062	772,652	757,058	761,784	777,285	1,500,000	1,500,000	1,500,000	
140 Plus: Loan Payments	(379,197)	(389,516)	(400,107)	(344,871)	(306,504)	(242,841)	(242,841)	(249,176)	
141 Net Increase (decrease) in Cash	1,553,208	(86,361)	1,708,398	1,862,870	1,370,712	1,989,051	554,934	1,003,777	
142									
143 Reserved Funds Allocation									
144 Capital Projects to be Funded	(2,421,172)	(316,160)	(151,136)	(466,446)	(431,888)	(2,965,000)	(5,230,000)	(2,920,000)	All other capital projects funded by General funds
145 Plus Net Increase (decrease) in Cash	1,553,208	(86,361)	1,708,398	1,862,870	1,370,712	1,989,051	554,934	(1,003,777)	
146									
147 From General Funds	867,964	(402,521)	1,557,262	1,396,424	938,824	(975,949)	(4,875,066)	3,923,777	Extra funds needed for capital project funds



BOARD OF COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
James Goulart
Liz Soto

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MOSS LANDING, CA 95039

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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 20 – CONSIDER ADOPTING ORDINANCE 213 AMENDING THE DISTRICT'S FEE SCHEDULE
BOARD MEETING OF MAY 29, 2024

When the Board fixes the final budget an Ordinance modifying the fee schedule must be adopted to coincide with the fees approved in the Budget. Attached is Ordinance No. 213 reflecting the new fee schedule.

Highlights of the fees that have been changed, largely by COLA based on a CPI of 2.72% are as follows:

Assigned slip fees increased from \$9.44 to **\$9.70** per foot per month.

Temporary slip fees increased from \$14.10 to **\$14.48** per foot per month.

Transient slip fees remained **\$1.25** per foot per day.

Assigned-vessel pass-through Amenities fee increases from \$77.50 to **\$90.00** monthly resulting from high utility cost over the last fiscal year largely associated with increased provider fees.

The monthly Liveboard Fee was increased from \$190 per person to **\$200** per person.

Dry storage has increased **\$5** per space to **\$120, \$130, \$140** depending on size.

Staff recommends that the Board adopt Ordinance No. 213 amending the District's Fee Schedule to reflect the new fees included in the 2024 - 2025 budget.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ITEM 20- CONSIDER ORDINANCE 213 AMENDING THE DISTRICT FEE SCHEDULE
05/29/2024 REGULAR MEETING

ORDINANCE NO. 213

AN ORDINANCE OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT AMENDING CHAPTER 20 – “FEES AND CHARGES” OF THE MOSS LANDING HARBOR DISTRICT ORDINANCE CODE

WHEREAS, District is proposing to amend Chapter 20 - “Fees and Charges” of the Moss Landing Harbor District Ordinance Code through the modification, elimination and addition of certain fees and charges;

WHEREAS, District has held open and noticed budget committee meetings allowing input on the proposed changes prior to the proposed date of adoption of this Ordinance and has received comments from Board Members.

THEREFORE, BE IT ORDAINED by the Board of Harbor Commissioners of the Moss Landing Harbor District as follows:

Chapter 20 of the Moss Landing Harbor District Ordinance Code, titled “Fees and Charges,” is hereby amended in the manner set forth in Exhibit “A,” attached hereto and by this reference incorporated herein. Although Exhibit A is set forth in the underline-strikeout format for ease of reference with respect to the changes made to the Code, the final version of the same shall be incorporated into the Code with struck-out items deleted and underlining removed.

This Ordinance was introduced and adopted at a meeting of the Moss Landing Harbor District Board of Harbor Commissioners on May 29, 2024, to become effective July 1, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Table 20.100 - District Fee Schedule
Revised July 1, 2023~~24~~

The fees and charges for services established by the Board under Section 20.100 of the Moss Landing Harbor District Ordinance Code for (A) berth rental fees, (B) District permits, and (C) services and equipment, are set forth below:

A) **Berth rental fees.** Berth rental fees for assigned, temporary, and transient berths, and for mooring in designated locations, are in the amounts set forth. Exceptions to assigned berth fees may be granted by the Board when the Board determines that conditions may warrant the suspension of the assigned berth charge or assessing a different charge against the government of the United States, or of any other nation, or otherwise is in the interest of public welfare.

1) Assigned Berth Permit Fees - Calculated on a monthly basis of ~~\$9.44~~ \$9.70/foot. All vessels holding an assigned berth permit will be billed on the basis of vessel length over-all, or berth length, whichever is the greater for the berth to which the vessel is assigned. This is irrespective of the actual berth held by the vessel. Persons having an Assigned Berth shall be entitled to the following discounts:

a) Annual Payment Discount - A discount of 3% off the regular fee for payment of one year in advance. All such annual fees are due on October 1st of each year.

Should an assigned berth permit be issued subsequent to October 1st of any year, and the permittee wishes to pay the slip fee annually, a discount of 3% off the regular fee will be applied for the remaining months thru the following September 30th.

Existing annual assigned berth permittees will be entitled to a 3% discount until all annual accounts expire on September 30th, 2024.

In the event the berthing permit is terminated prematurely the berthing fee shall be recalculated without the advance payment discount prior to issuing of any refund. This discount may not be taken in addition to the Quarterly Payment Discount.

b) Quarterly Payment Discount - A discount of 3% off the regular fee for payment of 3 months in advance. In the event the berthing permit is terminated prematurely the berthing fee shall be recalculated without advance payment discount prior to issuing of any refund. This discount may not be taken in addition to the Annual Payment Discount.

c) Commercial Vessel Discount - A discount of \$.50/foot for commercial vessels defined as follows provided the owner's account is paid current:

(i) Commercial Fishing Vessel - A vessel currently licensed by the California Department of Fish and Game for commercial fishing, and currently documented by the United States Coast Guard as a fishing vessel or licensed by a state, and having landing receipts dated not more than one year prior to the date of application for commercial discount. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.

(ii) The \$5,000 landing receipt requirement is suspended during any closure of any given fishery for which the assigned slipholder has a valid permit and on which the slipholder has relied in the past to meet the provisions of this section. The suspension is valid until the fishery reopens, the slipholder allows the fishing permit to lapse, or for a period of two years, whichever first occurs. Nothing contained herein shall prohibit the District from discontinuing or reducing the discount at any time.

EXHIBIT A ORDINANCE 211

- (iii) Notwithstanding the foregoing, unless the vessel provides \$5,000 worth of landing receipts, no persons will be allowed to stay on board the vessel without a liveaboard permit applied for and issued in accordance with §6.110.
 - (iv) Commercial Passenger Vessel - A vessel currently documented by the United States Coast Guard for the carriage of passengers or licensed by a state, and having proof of commercial service in the form of receipts or IRS Form 1040, Schedule C or other such proof acceptable to the Harbormaster, and whose owner holds a current Facilities Use Permit issued by the Moss Landing Harbor District permitting the commercial use of the vessel in or from Moss Landing Harbor. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.
 - (v) Other Commercial Vessel - A vessel currently documented by the United States Coast Guard or licensed by a state, and having proof of commercial status acceptable to the Harbormaster, and whose owner holds a current Facilities Use Permit issued by the Moss Landing Harbor District permitting the commercial use of the vessel in or from Moss Landing Harbor. Application for commercial discount shall be made under penalty of perjury on forms provided by the District.
- d) Offloading Commercial Vessel Discount – a discounted berth fee of 50¢/foot per day will be charged to commercial vessels that are not subject to an existing berthing agreement with Moss Landing Harbor that offload fish in an established commercial fish offloading facility in the Harbor, subject to providing a landing receipt for such service to the Harbor upon check-in. Such discounted fee shall be in effect for a maximum of 48 hours. Thereafter, the vessel shall be subject to standard berthing fees established by the District’s fee schedule.
- e) Traveling Vessel Discount - A discount of \$1.00/foot for each full calendar month that the vessel is away from Moss Landing Harbor. This discount may only be taken if the owner or operator of the vessel notifies the harbor office on or before the 1st day of the month that the vessel will be absent for the month following.
Except as otherwise provided for in this section the definition of "Commercial Vessel" contained in Section 2.200 remains in effect.
- 2) Temporary Berth Permit Fees - Calculated on a monthly basis of ~~\$14.10~~ \$14.48/foot. All vessels holding a temporary berth permit will be billed on the basis of the berth size appropriate to the length of their vessel over-all. Fees apply whether vessel is side-tied, end-tied, in a berth or rafted. Fees apply whether or not vessel has access to utilities. Persons having a temporary berth shall be entitled to the following discount:
- a) Quarterly Payment Discount - A discount of 3% off the regular fee for payment of 3 months in advance. In the event the berthing permit is terminated prematurely the berthing fee shall be recalculated without advance payment discount prior to issuing of any refund.
- 3) Transient Berth Permit Fees - Calculated on a daily basis of \$1.25/foot. All vessels holding a transient berth permit will be billed on the basis of boat length over-all. Fees apply whether vessel is side-tied, end-tied, in a berth or rafted. Fees apply whether or not vessel has access to utilities. The minimum daily fee shall be \$10.00. No discounts.
- 4) Multi-Hull Permit Fees – Unless occupying only a single berth, catamaran type vessels shall pay 150% of the applicable berthing fees for a vessel of its length, or length of its berth, as applicable and trimaran type vessels shall pay 200% of the applicable berthing fee for a vessel of its length, or length of its berth, as applicable.

EXHIBIT A ORDINANCE 211

- 5) In addition to berth rental fees specified above all Assigned Berth Permittees vessels utilizing District owned or operated facilities shall be charged an AMENITY FEE in the amount of ~~\$77.55~~ \$90.00per month. The AMENITY FEE shall be billed on a monthly basis only without adjustment. Failure to pay in accordance with your berthing agreement will result in disconnection of power to your vessel.
- 6) Liveaboard Fee: Liveaboards, as defined by §6.110 shall pay a fee of ~~\$190.00~~ \$200.00per person per month.
- 7) Pet Fee: Any berther or regular visitor of the Harbor District or regular visitor of a berther who brings a pet onto District property shall pay a monthly fee of \$5.00 per pet.

B) **District permits.** Permit application fees and permit fees are in the amounts set forth below. Applications for construction permits, rental business permits, short-term facilities use permit, and special activities use permits shall be accompanied by the CEQA review deposit described in paragraph C of this Table 20.100.

Permit	Application Fee	Permit Fee
Construction Permit	Actual cost to District. Payable per application form. CEQA review fee is also required.	None. Lease or License may be required as condition of permit.
Access/Use Permit Trailered Vessels, Includes 12 hours Parking		Daily Permit - \$21.00 \$23.00 per In and Out. Annual Permit - \$210.00 \$230 per calendar year. Vessels – Launch Only; \$15.00 \$17.00
Access/Use Permit PWC and Kayaks only; Includes 12 hours Parking		\$17.00 \$18.00per day (Vehicle + a PWC/Kayak) \$170.00 \$180.00 per calendar year. Additional PWC/ Kayak –Launch Access Only; \$11.00 -\$12.00 Annual Launch Access Only - \$105.00 \$115.00
Parking Permit Assigned vessel receives one "free" Assigned Parking Permit unless owner has Handicap Placard or sticker which is automatically free.	None	Temporary and Transient Vessels and other persons having business in the Harbor or parking for any additional liveaboard - \$100.00 per month. Daily Parking \$12.00 \$14.00; \$19.00 \$20.00/24 hrs. Boat Trailer Parking overnight in certain areas as designated by General Manager - \$10.00
Living Aboard Permit Required By All Assigned Vessels With One or More Persons Living Aboard Except Commercial Fishing Vessels, Transient Vessels	\$250.00 – One time application processing fee	\$190.00 \$200.00per person per month.
Recreational Vehicle Park (Only available through	None.	Self-contained vehicles only on unimproved site. \$50.00 per night. Failure to pay will result

EXHIBIT A ORDINANCE 211

District if commercial RV Park is full)		in removal of vehicle at owner's expense.
Amenity Fee		\$77.55 \$90.00 per month
Facilities Use Permit, including Peddlers with Principal Place of Business offsite	\$250.00 application fee \$50 annual renewal Fee if no changes plus appropriate CEQA review fee if use is not exempt from CEQA.	\$250.00 per year issuance fee. Lease or license may be required as a condition of permit.
Special Activities Use Permit	\$250.00 application fee plus appropriate CEQA review fee if use is not exempt from CEQA.	\$250.00 issuance fee
Pet Permit		\$5.00 per month per pet.

C) **District services and equipment.** Persons utilizing the below-described District services and equipment shall pay the fee shown below. Persons utilizing other District services required by this Code shall pay the amount of expenses actually incurred by the District to provide the service. Examples include but are not limited to the expense under Section 6.120.B.2 of a surveyor to determine a vessel unseaworthy, the District's costs and expenses under Section 14.150.C for refuse removal. Use of District equipment shall be in the discretion of the General Manager and persons utilizing such equipment will be required to execute a written waiver of liability in advance of such use.

Service/Equipment	Fee
Pass-through credit card transaction fee	3.5% per transaction added to all payments made to District using Master Charge or Visa.
Appeal to the Board (Sec. 24.100)	\$25.00 filing fee
Berth Exchange Between Two Assigned Berth Holders (Sections 6.024 and 6.026)	\$25.00 processing fee for berth exchange between two assigned berth holders to be split between applicants.
Berth Rental Security Deposit (assigned berth) (Section 6.022.B.1.a.)	\$500.00
Assigned Slip and Liveboard Waiting List per §6.050.C.1 and (E) The \$75 assigned slip wait list application fee shall be waived in the event slips in the size category required are available immediately. Notwithstanding the foregoing fee waiver, the applicant will be required to complete the wait list application for administrative and documentary tracking purposes.	\$75.00 waiting list fee payable annually in January. An assigned vessel that intends to be away for one year or greater may give up its berth and be assigned to the highest position on the waiting list by payment of an annual fee equal to one month's berthing fee in advance and without discount. In the case of multiple vessels utilizing this provision Section 6.050(B) shall apply.

EXHIBIT A ORDINANCE 211

Service/Equipment	Fee
CEQA Review - Sections 20.240 and 22.220	\$75.00 deposit for project application subject to review by General Manager. \$500 deposit for project application subject to review by Board. Additional fees in amount actually incurred by the District for consultant, studies, public notices, etc. (See Section 20.240.)
Copies of Code Amendments – §1.200(B)(9) & and Copies of Public Records – §20.210	\$1.00 for first page, \$0.15 for each additional page. Fees waived for official distribution copies per Ordinance Code.
Dry Storage Space Rental – Section 12.300	<p>Palletized or Unitized storage of materials or gear.</p> <p>Loose gear or materials must be secured on pallets and stacked not more than 8 feet high. Vehicles including boats on trailers; current registration required. Inoperable vehicle registration or immobile vehicles not allowed.</p> <p>10' X 20' = \$115.00 \$120.00 10' X 30' = \$125.00 \$130.00 10' X 40' = \$135.00 \$140.00</p>
Dry Storage Space – North Harbor	<p>Boats on trailers only; current registration required</p> <p>10' X 20' = \$140.00 \$160.00 10' X 30' = \$160.00 \$180.00 10' X 40' = \$180.00 \$200.00</p>
Small Barge	\$115.00 per hour or fraction thereof for equipment and 1 employee, 1 hour minimum.
Skiff	\$150.00 per hour or fraction thereof for equipment and 1 employee, 1 hour minimum.
Forklift	\$75.00 per hour or fraction thereof including 1 employee, 1 hour minimum.
Truck	\$200.00 per hour or fraction thereof for equipment and 2 employees, 1 hour minimum.
Floating Barge/Crane (Requires skiff at separate skiff fee)	\$200.00 per hour or fraction thereof for equipment and 2 employees (skiff separate), 1 hour minimum.
Miscellaneous Equipment	As determined by the General Manager.
Pumpout	\$200.00 per hour or fraction thereof for 1 pump and 1 employee; \$100.00 per hour or fraction thereof for each additional pump with employee, 1 hour minimum.
Refloating of Sunken Vessel	The greater of \$800 or actual costs.
Towing Outside the Harbor (for non-emergency in Elkhorn Slough)	\$250.00 per hour or fraction thereof for one boat and two employees. Time begins when boat leaves berth. Time ends when boat returns to berth. 2 hour minimum.
Towing Within the Harbor	\$150.00 one way - includes 1 boat and two employees. \$100.00 per hour for each additional boat with employee, 1 hour minimum.
District Vehicle	\$75.00 per hour or fraction thereof for vehicle and 1

EXHIBIT A ORDINANCE 211

Service/Equipment	Fee
	employee, 1 hour minimum.
District Personnel	\$70.00 per hour or fraction thereof per employee during normal business hours; \$100.00 per overtime hour or fraction thereof per employee, 1 hour minimum.
Phone Installation	\$90.00 flat fee (installation only, any repairs refer above to District personnel for hourly rate)
Inoperable Vessel Mooring Surcharge - Sec. 6.120.C	\$175.00 per month until the vessel is made operable, or is removed from the Harbor, pro-rated for periods less than 1 month. Surcharge begins at the expiration of the 30-day period.
Key Issuance	<p>Metal keys - \$25.00 per key deposit. Deposit will be forfeited if key not returned within 60 days of departure.</p> <p>Magnetic keys - \$10 per key purchase price. District may repurchase in its discretion in an amount based on condition.</p> <p>Magnetic key fobs - \$12 per fob purchase price. District may repurchase in its discretion in an amount based on condition.</p>
Returned Check, Non-Sufficient Funds	\$25.00 per check.
Late Payment Handling Charge - Section 20.010(C)(2)	\$35.00 per occurrence on balances of \$130.00 \$140.00 or more.
Mailed Notices - Chapter 24.200 A) 2) a) (ii)	\$5.00 per individual notice; Fees waived for official distribution required by Brown Act, or to other agencies, or committee members.



7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

BOARD OF COMMISSIONERS
Russell Jeffries
Tony Leonardini
Vincent Ferrante
James Goulart
Liz Soto

STAFF REPORT

ITEM NUMBER 21 – CONSIDER RESOLUTION No.24-02 CALLING AN ELECTION BOARD MEETING OF MAY 29, 2024

Pursuant to Sections 10509 et. Seq. of the Elections Code, the Commissioners of the Moss Landing Harbor District must (1) call the election to be held on November 5, 2024 for the purpose of electing successors to the terms of office which will expire in January 2022; (2) pursuant to Section 13307 of the Elections Code, the Board needs to determine who will pay the cost of the candidate's statement and to fix the maximum number of words to be submitted; (3) the Board should consider authorizing the General Manager to execute the attached Service Agreement to reimburse the Elections Department potentially up to **\$1,000,000** (Estimated \$7.50-\$10 per voter) to perform services relating to the election pursuant to §10002 of the Elections Code .

There will be a total of two (2) offices within the District to be filled at the November 2024 election for 4-year terms that will expire in January 2029, which are now filled by the following Board Members:

The Honorable Russel Jeffries

The Honorable Liz Soto

As in previous elections, it is recommended that the candidates pay the cost of the candidate's statement and that the statement not exceed 200 words in length.

After considering the Service Agreement mentioned in above, Staff recommends the Board adopt Resolution No. 24-02 ordering the November 5, 2024 District Election.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

RESOLUTION 24-02

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION TO BE HELD ON NOVEMBER 5, 2024

* * * * *

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies, or officer or officers, calling the election; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code Section 13307, whenever an election called by a district, city or other political subdivision that has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate or the political subdivision will pay the cost of the statement, and

WHEREAS, Elections Code Section 15651 requires the city or district to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon, and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2024.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Harbor Commissioners of the Moss Landing Harbor District hereby orders an election be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Moss Landing Harbor District and requests the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10401 and 10403; and

1. Pursuant to Section 13307 of the Elections Code, the District has resolved that the candidates will pay the cost of the candidate's statement. Said statement shall not exceed 200 words in length; and
2. The candidate shall submit payment to the Elections Department upon submission of the Candidate's statement.
3. That said governing body hereby requests the Board of Supervisors to permit the Monterey County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services; and
4. That the Monterey County Elections Department conduct the election for the purpose of electing two (2) Members to the Moss Landing Harbor District Governing Board on the November 5, 2024 ballot:

SEAT	OFFICE	TERM
Russel Jeffries	Commissioner	4 Years Expiring January 2029
Liz Soto	Commissioner	4 Years Expiring January 2029

5. That tie votes shall be determined by Lot

* * * * *

CERTIFICATION

Resolution 24-02 was duly adopted by the Board of Commissioners of the Moss Landing Harbor District at a duly noticed meeting of the Board held on the 29th day of May 2024, a quorum present and acting throughout, by the following vote, to wit:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

 Russ Jeffries, President
 Board of Harbor Commissioners

ATTEST:

 Tommy Razzeca, Deputy Secretary
 Board of Harbor Commissioners

MONTEREY COUNTY ELECTIONS

1441 Schilling Place-North Building
Salinas, CA 93901

PO Box 4400
Salinas, CA 93912

831-796-1499 Phone
831-755-5485 Fax

MontereyCountyElections.us

elections@countyofmonterey.gov

Gina Martinez
Registrar of Voters

Jessica Cedillo
Assistant Registrar of Voters



April 24, 2024

Moss Landing Harbor District
Attention: Tommy Razzeca, General Manager
7881 Sandholdt Road
Moss Landing, CA 95039

RE: DOCUMENTS REQUIRED FOR NOVEMBER 5, 2024 – GENERAL ELECTION

In preparation for the November 5, 2024 General Election, please review the information below in completing and submitting required documents:

Required documents:

Deadline	Document	Notes
July 3, 2024 (125 days before the election)	Notice of Election	EC §§10509, 10522, 10524
July 3, 2024 (125 days before the election)	Statement of Election Facts	Form enclosed
July 3, 2024 (125 days before the election)	District map showing boundaries and, if applicable, divisions	EC §10522 A map is required even if no changes have been made
August 9, 2024 (88 days before the election)	Adopted Resolution and Service Agreement	Resolution checklist enclosed

*Any city, school or special district that submits a measure or other contest for inclusion on a ballot at an election will include a current map of the territory subject to election. A rebuttable presumption exists that failure to submit a new current map will indicate that the boundaries used in the previous election for said jurisdiction (or specified jurisdiction) will be used for future elections.

Estimated Costs


To help your district budget for this election, the estimated cost for the November General Election is \$7.00 to \$10.00 per registered voter. Per Elections Code §10002, the district shall reimburse the county in full for the election services performed.

According to our records, the offices up for election include:

(2) Harbor Commissioners - 4 year term

Please feel free to contact me for more information at CabaccangG@countyofmonterey.gov or (831) 796-1486.

Sincerely,


Genesis Cabaccang
Elections Program Manager
Enclosures

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES BETWEEN MOSS LANDING HARBOR DISTRICT AND
COUNTY OF MONTEREY DEPARTMENT OF ELECTIONS

NOVEMBER 5, 2024

This Agreement, entered into this _____ day of _____ 2024, by and between Moss Landing Harbor District and County of Monterey Department of Elections (hereinafter referred to as the Department);

WHEREAS, it is necessary and desirable that the Department be retained for the purpose of conducting an election hereinafter described for the Moss Landing Harbor District (hereinafter referred to as the District);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE DISTRICT:

- 1) No later than the 123rd day prior to the election the District shall submit a board approved resolution which requests the County of Monterey Department of Elections to conduct an election for the District on **NOVEMBER 5, 2024** and requesting election related services of the Department.
- 2) The District shall submit to the Department in writing the exact number of offices to be voted on and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10510, 10515, and 10516 are applicable.
- 3) The District shall prepare and deliver to the Department the Voter Guide information containing, as applicable, the ballot measure and tax rate statements. The last day for the submission of primary arguments (300 words) and impartial analysis shall be no later than **AUGUST 15, 2024**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 22, 2024**.

- 4) The District shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY THE DEPARTMENT:

- 1) The Department shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the District offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 2) The Department shall select and contract with the sample and official ballot printer(s) on behalf of the District.
- 3) The Department shall prepare and deliver to the printer the official ballot information.
- 4) The Department shall issue, receive, and process all ballots on behalf of the District matters.
- 5) The Department shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 6) The Department shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the District regarding the District matters.
- 7) The Department shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the District's Election Official other than those described under "Services to be Performed by the District".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on **NOVEMBER 5, 2024**.

The parties will use best efforts to perform services herein. However, in the event the Department is unable to perform services required under this Agreement that are beyond their control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Department will be relieved of all obligations under this Agreement. The Department will provide reasonable notice, if practical, of any conditions beyond their control, including notice at least 60 days prior to **NOVEMBER 5, 2024** of vendor conditions affecting the election services. In the event a vendor does not perform, the Department will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Department, the District shall pay to the Department a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of District. In the event that this Agreement is terminated prematurely, the District shall pay to the Department a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The District shall make payment within 30 days of receipt of invoice from the Department.

DISTRICT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature:  _____ Date: 04/23/2024

Print Name: Gina Martinez

Title: County of Monterey, Registrar of Voters

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES BETWEEN MOSS LANDING HARBOR DISTRICT AND
COUNTY OF MONTEREY DEPARTMENT OF ELECTIONS

NOVEMBER 5, 2024

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CONSIDERATION:

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The District shall make payment within 30 days of receipt of invoice from the Department.

DISTRICT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature:  _____ Date: 04/23/2024

Print Name: Gina Martinez

Title: County of Monterey, Registrar of Voters

STATEMENT OF ELECTION FACTS

FULL LEGAL NAME OF DISTRICT AS IT SHOULD APPEAR ON ALL ELECTION DOCUMENTS:

MAIL SHOULD BE ADDRESSED TO: _____ TITLE: _____

MAILING ADDRESS: _____ TELEPHONE: _____

FAX: _____ E-MAIL: _____ WEBSITE: _____

MEMBERS OF THE GOVERNING BOARD

NAME	ADDRESS	DISTRICT WARD OR TRUSTEE <small>(If applicable)</small>	<u>Member was elected by:</u> 1) ELECTED/AIL* OR 2) APPOINTED TO FILL A VACANCY	YEAR Term ends	Full-term = 4yrs OR Short-term = 2yrs	IF THE MEMBER WAS APPOINTED BY THE BOARD TO FILL A VACANCY, WHO <u>DID THIS</u> <u>MEMBER</u> <u>REPLACE?</u>

*AIL= Appointed-in-lieu of Election (filed for office and didn't go on the ballot)

Name of the Presiding Officer: _____
Print Name

Name of the Secretary: _____
Print Name

Check the box which applies to your district:

- The District boundaries have changed since the last election. Enclosed is a new map to reflect those changes.
- I declare that there have been no boundary changes since the _____ election.
Election Date

The limitation on the number of words in a candidate statement will be: 200 words 400 words

The entity charged for the candidate statement sent to each voter will be the: District Candidate

In case of a tie vote, the winner will be determined by: Lot Runoff election

 Signature of Presiding Officer

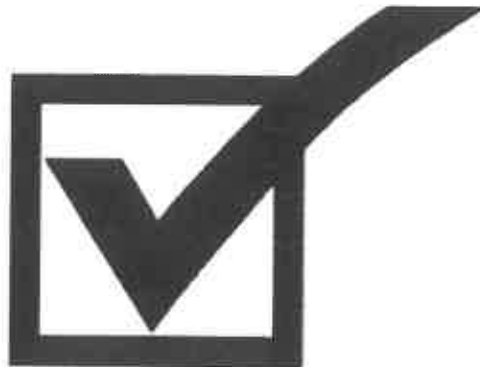
 Date

CITY/SPECIAL DISTRICT NAME:

RESOLUTION CHECKLIST FOR: November 5, 2024 – General Election

This checklist is a guideline for resolutions submitted by districts to consolidate board member elections. There is a separate checklist for resolutions calling for measures.

- Order the election
- Request that Monterey County Elections conduct the election
- Request the date on which the election is to be held
- Specify the number of seats up for election
- Request to permit Monterey County Elections Department to provide any and all services necessary for conducting the election
- Specify word count on the candidate statement per Elections Code §13307
- Specify whether the District or candidate will pay for the candidate statement per Elections Code §13307
- Request that the election be consolidated with any other jurisdiction within Monterey County holding an election on the same day per Elections Code §10400
- Specify that the district will reimburse the Elections Department in full for the services performed upon presentation of a bill to the city or district per Elections Code §10002
- Indicate how tie votes will be resolved per Elections Code §15651





7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

BOARD OF COMMISSIONERS
Russell Jeffries
Vincent Ferrante
James Goulart
Liz Soto
Albert Lomeli

**ITEM NUMBER 22 – CONSIDER INSURANCE RENEWAL PROPOSAL AND PREMIUM FINANCING PROPOSAL
BOARD MEETING OF MAY 29, 2024**

The District’s insurance coverage annual premium quote for the FY 2024-2025 from Lockton is \$277,945.00, plus the Public Officials liability premium of \$14,250.19, for a total cost of \$292,195.19.

The premium cost for the upcoming fiscal year represents an approximate 30% increase from last fiscal year and according to our broker, this increase is being driven primarily by an increase in our property exposures due to insurance market conditions. Our offshore business income values have also increased by 21% and 200% for onshore business income. Additionally, Lockton told staff that marinas are now also a class of business that has limited interest from insurance carriers because there have been large losses across the industry which have resulted in insurers no longer writing them or charging higher premiums when they do agree to insure marinas.

Assuming that the Board doesn’t choose to reject the proposal, the District has 4 options for payment of the insurance premiums which are listed below:

Payment Option 1: Pay the total premium of all policies upfront for a total cost of \$292,195.19 saving the District the interest charges associated with the other financing options as listed below.

Payment Option 2

Company	Terms	Down Payment	Monthly Payment	Finance Charge	Rate
IPFS Corp.	12 months 11 payments	\$24,339.07	\$25,400.47	\$11,558.55	8.530 %

Payment Option 3

Company	Terms	Down Payment	Monthly Payment	Finance Charge	Rate
AFCO Direct	12 months 11 payments	\$25,367.53	\$25,367.53	\$12,224.67	9.05%

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ITEM NUMBER 22- CONSIDER INSURANCE RENEWAL PROPOSAL AND PREMIUM FINANCING PROPOSALS
05/29/2024

Payment Option 4

Company	Terms	Down Payment	Monthly Payment	Finance Charge	Rate
AFCO Direct	12 Months 9 payments	\$44,036.10	\$28,622.29	\$9,451.02	9.05%

Last Fiscal Year the District chose to pay the insurance premiums in full saving the District the interest cost associated with financing the premiums over the course of the year. However, because of the expenses associated with numerous District projects either currently underway or those upcoming, staff believes that the District should consider Payment option 4 as listed above. Staff believes that Option 4 is the best option for the District because it allows us to spread out the insurance cost over the course of the entire fiscal year while also having the lowest amount of interest associated with financing of our Insurance premiums.

Staff recommends that the Board review the 2 attached insurance policies provided by Lockton, and review the 3 different financing options, and take action accepting the insurance proposals and choosing one of the 4 different payment options as detailed in this report to pay the Districts insurance premiums for FY 24/25.

Moss Landing Harbor District

Proposal for Insurance Services

Effective: July 1, 2024 - July 1, 2025



Contents

01. Exposure & Premium Comparison

02. Marine Package

03. Vessel Pollution

04. Property

05. Automobile

06. Bumpershoot

07. Schedules

Named Insured

Receipts

SOV - On Shore

Equipment

Off Shore

Vessels

Vehicles

Drivers List

Vessel Pollution

08. BI & EE Worksheet

09. Important Disclosure Information

Exposure & Premium Comparison

Moss Landing Harbor District
 Premium and Exposure Comparison
 7/1/2024-7/1/2025

Coverage	2023-2024 Exposure	2023-2024 Premium	2024-2025 Exposure	2024-2025 Premium	Exposure	Premium	% Change
Marine Package		\$138,945		\$169,730			22.2%
Receipts	\$2,457,715		\$2,500,636		1.7%		
Vessel Schedule	\$90,615		\$49,115		-45.8%		
Piers & Docks including Offshore Business Income	\$6,200,000		\$7,500,000		21.0%		
Vessel Pollution	5 Vessels	\$3,040	5 Vessels	\$3,040	0.0%		0.0%
Property		\$18,593		\$23,311			25.4%
Real Property and Business Personal Property	\$5,875,504		\$5,875,504		0.0%		
Business Interruption - Onshore	\$600,000		\$1,802,506		200.4%		
Equipment	\$7,000		\$7,000		0.0%		
Automobile	3	\$6,868	2	\$6,194	-33.3%		-9.8%
Bumbershoot and Excess Liability		\$46,406		\$75,670			63.1%
TOTAL PREMIUM		\$213,852		\$277,945			30%

Section 02

Marine Package

Marine Package
7/1/2024-7/1/2025

Description	Expiring 2023-2024 Great American Insurance Company AM BEST - A+ XIII	Renewal 2024-2025 Great American Insurance Company AM BEST - A+ XIII
MARINE LIABILITIES		
Limits of Liability:		
Protection and Indemnity	\$1,000,000	\$1,000,000
Marina Operators Legal Liability (MOLL) - Per Occurrence	\$1,000,000	\$1,000,000
MOLL Sue & Labor Extension Endorsement	\$50,000/\$150,000 Agg	\$50,000/\$150,000 Agg
Marine Commercial Liability		
General Aggregate	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000
Personal & Advertising Injury	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000	\$1,000,000
Damage To Premises Rented to You	\$100,000	\$100,000
Medical Expense	\$5,000	\$5,000
Employee Benefits Liability	\$1,000,000	\$1,000,000
Deductibles:		
Protection & Indemnity		
Bodily Injury Liability or Crew Liability - Per Occurrence	\$2,500	\$2,500
Property Damage Liability - Per Occurrence	\$2,500	\$2,500
Marina Operators Legal Liability		
Per Occurrence	\$5,000	\$5,000
MOLL Sue & Labor Extension End.		
Per Occurrence	\$5,000	\$5,000

Warranty:

Under the Protection & Indemnity section of this policy, it is warranted that the total number of crew at any one time shall not exceed 4.

Rate:

MOLL - Annual audit based on projected receipts of:
against rate of:

\$2,457,715
2.315%

\$2,500,636
2.431%

Marine Package
7/1/2024-7/1/2025

Description	Expiring 2023-2024 Great American Insurance Company AM BEST - A+ XIII	Renewal 2024-2025 Great American Insurance Company AM BEST - A+ XIII
-------------	--	---

SCHEDULED WATERCRAFT

Total Insured Value per Vessel Schedule

\$90,615

\$49,115

Trading Warranty:

Warranted that navigation of the vessels is confined to the waters of the Pacific Ocean not exceeding 25 miles from the Moss Landing Harbor Marina.

Deductible:

Per Vessel Schedule

Per Vessel Schedule

PIERS AND FLOATING DOCKS

Limits:

Fixed or Floating Piers and Docks

\$5,000,000

\$5,000,000

Physical Damage - Any One Occurrence

\$100,000

\$208,334

Business Income & Extra Expense - per month not to exceed 365 days

\$1,200,000

2,500,000

Business Income & Extra Expense - Total Limit of Liability

Valuation

Replacement Cost

Replacement Cost

Co-Insurance

90%

90%

Marine Package
7/1/2024-7/1/2025

Description	Expiring 2023-2024 Great American Insurance Company AM BEST - A + XIII	Renewal 2024-2025 Great American Insurance Company AM BEST - A + XIII
Deductibles:		
Fixed or Floating Piers and Docks	\$5,000	\$5,000
Wind, wind driven water, or flood	\$5,000	\$5,000
All Other Perils		
Business Income/Extra Expense	30 consecutive days	30 consecutive days
Earthquake Coverage Excluded	x	x
Total Estimated Annual Cost		\$169,730
MOLL Minimum Earned Premium		\$54,710

Subjectivities and Binding Condition:

Complimentary Loss Control Inspection - provide name, email address, phone number to coordinate
 Effective occupation of new building be it office space, retail, restaurant, carrier can add lessor's risk provided they get lessor's risk receipts adjusted at the current rate of 2.205%. Occupants must maintain commercial insurance equal to or greater than that of our insured. Tenants must also add MLHD as Additional insured with Waiver of Subrogation. If a restaurant is operated they must carry liquor liability if serving

Section 03

Vessel Pollution

Vessel Pollution
7/1/2024-7/1/2025

Description	Expiring	Renewal
	2024-2024	2024-2025
	Great American Insurance Company	Great American Insurance Company
	AM BEST - A+ XIII	AM BEST - A+ XIII
Limit of Liability		
Munson Patrol Boat	\$1,100,000	\$1,100,000
Sanitary Barge	\$1,100,000	\$1,100,000
Deck Barge/Crane	\$1,100,000	\$1,100,000
Navy Skiff	\$1,100,000	\$1,100,000
Carolina Skiff	\$1,100,000	\$1,100,000
Additional Coverage		
OPA	Policy Limit	Policy Limit
CERCLA	Policy Limit	Policy Limit
Defense Costs	Inclusive of Limits Above	Inclusive of Limits Above
State Civil Fines & Penalties - Per Occurrence	\$1,000,000	\$1,000,000
Public Relations - Per Occurrence	\$250,000	\$250,000
Deductible	Nil	Nil
Pollution Coverage Extension Endorsement		
Covers losses arising out of the removal and/or disposal of non-commercial, abandoned and/or derelict vessels		
Per Motor Vessel Rate	\$300	\$300
Per Sailing Vessel Rate	\$150	\$150
Reporting	Quarterly	Quarterly
*Subject to a Limit of \$50,000 per occurrence, \$150,000 annual aggregate		
Total Estimated Annual Cost	\$3,040	\$3,040

Property

Section 04

Property
7/1/2024-7/1/2025

Description	Expiring 2023-2024 Great American Insurance AM BEST - A+ XV	Renewal 2024-2025 Great American Insurance AM BEST - A+ XV
PROPERTY		
Limits:		
Real Property - Per Scheduled Limits Per Location	\$5,796,034	\$5,796,034
Blanket Business Personal Property - Per Scheduled Limits Per Location	\$79,470	\$79,470
Business Income - Per Scheduled Limits Per Location	\$600,000	\$1,802,506
Extra Expense	Included	Included above
Ordinance & Law - Coverage A	Included	Included
Ordinance & Law - Coverage B & C	\$600,000	\$600,000
Deductible	\$1,000	\$1,000
Valuation	Replacement Cost	Replacement Cost
Coinurance	Agreed Amount 100%	Agreed Amount 100%
CRIME		
Limits		
Employee Theft - Per Occurrence	\$200,000	\$200,000
Deductible	\$1,000	\$1,000
Per Occurrence		
INLAND MARINE - CONTRACTORS EQUIPMENT		
Limits		
Forklift - Caterpillar	\$3,500	\$3,500
8 x 20 Office Trailer	\$3,500	\$3,500
	\$7,000	\$7,000
Deductible		
Any One Occurrence for Contractors Equipment	\$1,000	\$500

Property
7/1/2024-7/1/2025

Description	Expiring 2023-2024 Great American Insurance AM BEST - A+ XV	Renewal 2024-2025 Great American Insurance AM BEST - A+ XV
EQUIPMENT BREAKDOWN		
Limits		
Equipment Breakdown Limit	\$6,670,502 Included	\$7,678,010 Included
Property Damage		
Deductible	\$1,000	\$1,000
DATA COMPROMISE		
Section 1 - Response Expenses Limit Annual Aggregate	\$100,000	\$100,000
Deductible	\$2,500	\$2,500
Section 2 - Defense and Liability	\$100,000	
Deductible	\$2,500	
	\$18,593	\$23,311

Exclusion of Loss Due to Virus or Bacteria will apply to the Coronavirus

Section 05

Automobile

Automobile

7/1/2024-7/1/2025

Description	Expiring 2023-2024 Great American Assurance Company AM BEST - A+ XV	Renewal 2024-2025 Great American Assurance Company AM BEST - A+ XV
Limits		
Liability - Scheduled, Hired, Non-owned	\$1,000,000	\$1,000,000
Uninsured/Underinsured Motorists - Owned Autos Only	\$1,000,000	\$1,000,000
Auto Medical Payments each person - Owned Autos Only	\$5,000	\$5,000
Physical Damage (Owned & Hired Autos)	Actual Cash Value	Actual Cash Value
Deductible		
Comprehensive Coverage	\$500	\$500
Collision	\$500	\$500
Except Hired Autos		
Comprehensive	\$100	\$100
Collision	\$500	\$500
Scheduled Vehicles		
	3	2
Total Estimated Annual Cost		\$6,194

Bumbershoot

Section 06

Bumbershoot and Excess Liability

7/1/2024-7/1/2025

Description	Expiring 2023-2024 Ascot (75%) Lead United Fire & Casualty Company (25%) AM BEST A XIV/ A- X	Renewal 2024-2025 Ascot (50%) Lead/ United Fire & Casualty Company (25%)/AXA XL (25%) AM BEST A XIV/ A- X
-------------	---	--

FIRST LAYER EXCESS BUMBERSHOOT

Limits:

Any One Accident or Occurrence, Combined Single Limit
Aggregate

\$10,000,000
\$10,000,000

Underlying Insurance

- Protection & Indemnity
- Marina Operators Legal Liability
- Wharfinger's Legal Liability
- Marine General Liability
- Each Occurrence
- General Aggregate
- Products and Completed Operations Aggregate
- Personal & Advertising Injury
- Employee Benefits Liability
- Automobile Liability
- Employer's Liability
- Pollution

\$1,000,000
\$1,000,000
\$1,000,000
\$1,000,000
\$1,000,000
\$2,000,000
\$1,000,000
\$1,000,000
\$1,000,000
\$1,000,000
\$1,000,000
\$1,000,000
\$1,000,000

Self Insured Retention

\$10,000

Major Exclusions: (Pls refer to the policy for additional Exclusions)

- AIMU Communicable Disease
- AIMU Cyber Exclusion

1st Layer Premium

\$20,625

\$24,729

Bumbershoot and Excess Liability

7/1/2024-7/1/2025

	Ascot (100%)	United Fire & Casualty Company Lead (25%) Lead/Great American (25%)/Endurance(25%)/Mitsui (25%)
SECOND LAYER EXCESS BUMBERSHOOT		
Limits:		
Any One Accident or Occurrence, Combined Single Limit	\$20,000,000	\$5,000,000
Underlying Insurance		
Excess Marine Liability	\$5,000,000	\$5,000,000
Primary Marine Liabilities (See Underlying Schedule Above)	\$1,000,000	\$1,000,000
Self Insured Retention		\$10,000
Major Exclusions: (Pls refer to the policy for additional Exclusions)		
AIMU Communicable Disease		
AIMU Cyber Exclusion		
2nd Layer Premium	\$25,781	\$20,000
THIRD LAYER FOLLOWING FORM EXCESS LAIBILITIES		
	Ascot (100%)	Ascot (50%)Lead/United Fire & Casualty (25%)/Endurance (25%) *Excess Form
Limits:		
Any One Accident or Occurrence, Combined Single Limit	N/A	\$20,000,000
Underlying Insurance		
Excess Marine Liability		\$10,000,000
Primary Marine Liabilities (See Underlying Schedule Above)		\$1,000,000
Major Exclusions: (Pls refer to the policy for additional Exclusions)		
AIMU Communicable Disease		
AIMU Cyber Exclusion		
3rd Layer Premium		\$30,941
	Total Estimated Annual Cost	\$75,670

Bumbershoot and Excess Liability
7/1/2024-7/1/2025

Description	Expiring 2023-2024	Renewal 2024-2025
	Ascot (75%) Lead United Fire & Casualty Company (25%) AM BEST A XIV/ A - X	Ascot (50%) Lead/ United Fire & Casualty Company (25%)/AXA XL (25%) AM BEST A XIV/ A - X

Optional TRIA Premium:

1st Layer	\$1,263.45
2nd Layer	\$850.00
3rd Layer	\$1,547.05

Subjectivities:

1. Copy of the Storage Contract
2. Slip Rental Agreement
3. Any contract/hold harmless agreement in place for the RV park noted on the website
4. Maximum/Average value of vessels

Schedules

Named Insured

Receipts

SOV - On Shore

Equipment

Off Shore

Vessels

Vehicles

Drivers List

Vessel Pollution

Moss Landing Harbor District
 Named Insured Matrix
 7/1/2024 - 7/1/2025

Entity Name/ Line of Coverage	Description of Operations	Marine Package	Auto	Excess	Vessel Pollution	Property
Moss Landing Harbor District		x	x	x	x	x
Moss Landing Harbor District, Finance Corporation		x		x		

Moss Landing Harbor District
 Projected Gross Receipts
 7/1/2024- 7/1/2025

Revenues	PROJECTED FYE 6/30/2024	PROJECTED FYE 6/30/2025
Marina Revenues		
Assigned Berthing	\$1,962,570	\$2,015,952
Temporary Berthing	\$275,000	\$282,480
Transient Berthing	\$15,000	\$15,408
Qtrly/Annual Discount	-\$3,000	-\$3,082
Commercial Discount	-\$12,750	-\$13,097
Liveaboard & Services Fees	\$150,000	\$154,080
Intra-Harbor Towing	\$600	\$616
Pump outs	\$1,000	\$1,027
Non-Op Surchg	\$0	\$0
Assigned Slip/LA Processing fee	\$7,500	\$7,704
Recovered Lien Costs	\$500	\$514
Late Fees	\$38,000	\$39,034
Total Marina Revenues	\$2,434,420	\$2,500,636

Moss Landing Harbor District
 Location Schedule and Statement of Values
 7/1/2024 - 7/1/2025

Loc #	Bldg #	Address	Description	Year Built	Construction	Sq Feet/Acre	Building	FFIP	Business Personal		Demolition Cost		Construction Cost	
									Property	Income/Extra Expense	Blgd Ord A (Included)	Blgd Ord B	Blgd Ord C	Extra Expense
1		7881 Sandholdt Road Moss Landing, CA	Office	1967	Brick	2400 sq.ft.	\$329,056	\$30,905	\$233,811		\$75,000		\$75,000	
2		7881 Sandholdt Road Moss Landing, CA	Shop/Storage		Wood/Aluminum	3000 sq.ft.	\$218,388	\$48,565	\$40,000		\$75,000		\$75,000	
3		7881 Sandholdt Road Moss Landing, CA	Restroom, Laundry S. Harbor	1986	Adobe Brick	965 sq.ft.	\$151,232	\$0	\$45,500	\$10,000	\$25,000		\$25,000	
4		7881 Sandholdt Road Moss Landing, CA	Restroom S. Harbor	1986	Adobe Brick	700 sq.ft.	\$118,630	\$0	\$0	\$10,000	\$25,000		\$25,000	
5		7881 Sandholdt Road Moss Landing, CA	Docks					See Offshore Schedule						
6		7881 Sandholdt Road Moss Landing, CA	Play Area				\$14,768	\$0	\$0					
2	1	7532 Sandholdt Road Moss Landing, CA	Cannery Bld. Unimproved Parking Lot	2000	2 story Wood Frame	13,000 sq.ft 1 acre	\$1,347,110	\$0	\$415,147		\$150,000		\$150,000	
3	1	Hwy 1 & Salinas Rd. Moss Landing, CA	Restroom N. Harbor	1986	Adobe Brick	300 sq.ft.	\$58,745	\$0	\$271,761	\$10,000	\$25,000		\$25,000	
3		Hwy 1 & Salinas Rd Moss Landing, CA (North Harbor)	Improved Parking Boat Wash	1980	Paved Concrete	1 Acre								
4	1	2420 Hwy 1 Moss Landing, CA	Sea Harvest Restaurant	2003		2000 sq.ft.	\$0	\$0	\$44,967					
5	1	Potrero Road Moss Landing, CA	Vacant Land			5 acres			\$29,054					
6	1	1700 Elkhorn Rd Watsonville, CA	Kirby Park Pkg., launch, Dock			11 acres upland 8.85 submerged								
7	1	End of Sandholdt Rd. Moss Landing, CA	Strip of Sand			1 acre								
8	1	2400 +/- Highway 1 Moss Landing, CA APN 133-212-009-000	UNIMPROVED LAND Unimproved Parking Unimproved Parking (South Harbor)			5 acres .52 acre			\$31,496					
9	1	2467 Highway 1	Restaurant Shell	2019	Proposed Restaurant	9500 sf	\$3,557,097							
								TOTAL	\$5,795,034	\$79,470	\$1,802,506	\$30,000	\$1,275,000	\$175,000

MOSS LANDING HARBOR DISTRICT

SLIPS, DOCKS/PIERS, including STRUCTURES thereon, BREAKWATER and DRY STORAGE

Off Shore Property

7/1/2024 - 7/1/2025

NOTE* Includes all docks, slips, piers, piles anywhere within District boundaries.

Location	SLIP DOCKS, PIERS, ETC.	Business Income (Annual)	Dry Storage	Dock Material	Year Built	Total	
						Slips Coverd	Slips Uncvrd
7881 Sandholdt Road Moss Landing, CA (South Harbor)	*\$5,000,000	\$2,496,194					610
Hwy 1 & Salinas Rd. Moss Landing, CA (North Harbor)	included above						
1 @ Kirby Park 1700 Elkhorn Rd Watsonville, CA	included above						

Moss Landing Harbor District
Equipment Schedule
7/1/2024 - 7/1/2025

Equipment	Value
Forklift	\$3,500
8'X20" Office Trailer	\$3,500
Total:	\$7,000

Moss Landing Harbor District

Vessel Schedule

7/1/2024 - 7/1/2025

Vessel Name / Description	Year Built	Length / Breadth / Draft	Hull Material	Tonnage	Fuel Type	Agreed Value	Deductible
Munson Patrol Boat*	1994	24 ft & outboard	Fiberglass	5,800lbs	Gas	\$8,500	\$1,000
Sanitary Barge	2000	30 FT.	Aluminum	7		\$10,000	\$1,500
Deck Barge/Crane	1994	10 X 20	Fiberglass	> 1,000lbs		\$14,615	\$300
NavySkiff	1988	16 ft & 60 hp Yamaha	Aluminum	> 1,000lbs		\$10,000	\$100
Carolina	2005	17 ft 6inch & 60 hp Yamaha	Fiberglass	> 1,000lbs	GAS	\$6,000	\$100
Total Hull Value:						\$49,115	

*this vessel is out of service and stored on land
 Non-operational, stored in maintenance yard, no plans to return to water

Protection & Indemnity Limit: \$1,000,000
 Deductible: BI: \$2,500
 PD: \$2,500

Moss Landing Harbor District
 Vessel Pollution Schedule
 7/1/2024 - 7/1/2025

Vessel Name / Description	Year Built	Length/Breadth/Draft	Hull Material	Tonnage
Sanitary Barge	2000	30 ft.	Aluminum	7
Deck Barge/Crane	1994	10 X 20	Fiberglass	> 1,000lbs
Navy Skiff	1988	16 ft & 60 hp Yamaha	Aluminum	> 1,000lbs
Munson Patrol Boat*	1994	24 ft. & outboard	Fiberglass	> 5,800lbs
Carolina	2005	17 ft 6inch & 60 hp Yamaha	Fiberglass	> 1,000lbs
OPA Limits:	Policy Limit			
CERCLA Limits:	Policy Limit			
Defense Costs:	Supplementary to Limits			
Fines & Penalties:	\$250,000			
Fire Fighting & Salvage:	Policy Limit			
Public Relations:	\$100,000			

***THIS VESSEL IS OUT OF SERVICE AND BEING STORED ON DRY LAND**

MOSS LANDING HARBOR DISTRICT

Vehicle Schedule

7/1/2024 - 7/1/2025

Year	Make	Model	VIN	Licensing State	City	Garaged	Cost New	GVW	Radius	Class	Deductible Comp	Deductible Collision
1	2016	Chevy	Colorado 4x4 LT	1GCGTCE31G1333385	CA	Moss Landing	\$29,870	6000	50	03199	\$500	\$500
2	2021	Chevrolet	Silverado 1500	3GCPWBK1MG370653	CA	Moss Landing	\$45,423	6800	50	3199	\$500	\$500

Moss Landing Harbor District

Driver Schedule

7/1/2024 - 7/1/2025

Employee	Drivers License	DOB	State Issued
Neal Norris	N5116858	1/4/1957	CA
Thomas Razzeca	B6729445	2/6/1980	CA
Robert Stewart	F2628258	3/4/1983	CA
George Varier	A6486605	7/14/1967	CA
Veronica Becerra	F8093941	6/16/1996	CA
ShaQonya Shanee Shaw	D3010134	5/8/1981	CA
James Benjamin Nunes	A4991294	4/11/1972	CA
Jeff Pritchard	B4131153	3/7/1977	CA
Mark Pavusko	N3150153	2/12/1955	CA
Craig Bramhall	N5568737	6/4/1958	CA
Salome Ponce	Y7270111	11/20/2022	CA
Ricky Rodriguez	N3691913	5/1/1957	CA

BI & EE Worksheet

Section 08



Business Income & Extra Expense Worksheet

Insured Name: Moss Landing Harbor District
 Location: 7881 Sandholdt Rd. Moss Landing, CA 95039
 Agent/Broker: _____

Date: 3/14/2024
 Policy Number: _____

All entries to be on an annual basis (12 months)

- 1 Net Income (Net Profit or Loss before income taxes)
- 2 Total Operating Expenses (including Payroll, Interest Paid, Depreciation and Taxes)
 - Expenses that discontinue during period of interruption of normal business operations:
 - 3a) Prepaid freight - outgoing
 - 3b) Returns and allowances
 - 3c) Discounts
 - 3d) Bad debts
 - 3e) Collection expenses
 - 3f) Cost of raw stock and factory supplies consumed
 - 3g) Cost of merchandise sold
 - 3h) Cost of other supplies consumed
 - 3i) Cost of services purchased from outsiders
 - 3j) Other direct variable expenses
- 3 Total Discontinued Expenses (3a through 3j)
- 4 Continuing Normal Operating Expenses (2 - 3)
- 5 Total Gross Business Income Exposure (1 + 4)
- 6 Ordinary Payroll that you intend to exclude or limit from coverage (from Payroll Limitation Worksheet)

Coverage form includes Ordinary Payroll - complete Payroll Limitation Worksheet ONLY if you intend to exclude or limit Ordinary Payroll from coverage/recovery via form CP1510.
- 7 Total Business Income Exposure (5 - 6)
- Extra Expense
 - 8a) Temporary location
 - 8b) Moving expenses
 - 8c) Equipment rental and data reproduction
 - 8d) Light, power, heat, telephone, data lines
 - 8e) Additional salaries
 - 8f) Increased professional fees (if necessary)
 - 8g) Other extra expenses (including additional advertising expenses, etc.)
- 8 Total Extra Expense (8a through 8g)
- 9 Total Business Income and Extra Expense (7 + 8)

Actual Values		Estimated Values	
For Year Ended:	06/30/2023	For Year Ending:	08/30/2024
\$	1,294,432	\$	702,000
\$	3,274,516	\$	8,000,700
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$	0	\$	0
\$	3,274,516	\$	8,000,700
\$	4,568,948	\$	4,298,700
\$	0	\$	0
\$	4,568,948	\$	4,298,700
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$	0	\$	0
\$	4,568,948	\$	4,298,700

I certify that this is a true and correct report of values as required under this policy for the 12 months ended.

Signed by Insured:
 Right click, then click Sign
 X

The values shown on this worksheet are not necessarily the amount that will be paid in the event of a loss. The liability of Great American Insurance Company (and/or its affiliates and subsidiaries) is determined from the terms, limits, and conditions of the policies which it writes.

Tips to consider when completing the Business Income & Extra Expense Worksheet

- Total Business Income & Extra Expense figures in Line 9 above may need to be adjusted to reflect optional endorsements purchased, i.e. Ordinance or Law - Increased Period of Restoration, Increased Extended Period of Indemnity.
- Review your annual financial records with your accountant to determine your annual gross profit.
- Consider the growth of your business from the renewal date of your insurance policy.
- Assume that operations will be shut down for at least a year after a major catastrophe, i.e. hurricane, tornado, earthquake or flood.
- Review your Business Income & Extra Expense insurance every year; otherwise, you significantly increase the risk of under-insurance.
- Dependent Properties Business Income need to be calculated on another sheet. Review with your accountant and insurance agent.

Important Disclosure Information

Lockton Companies, LLC, and each of its Series, together with its/their respective domestic subsidiaries and affiliates (collectively, "Lockton"), are committed to being the worldwide value and service leader in insurance brokerage, risk management, employment benefits and retirement services. The services a particular Lockton company provides to each client ("Client") will be subject to these Terms of Business in the absence of conflicting terms in a written services agreement executed by Lockton and Client. Client's direction for Lockton to render consulting, insurance/risk management consulting and/or brokerage services on its behalf shall be deemed Client's agreement to be bound by the terms contained herein.

Surplus Lines; Insurance Premiums and Related Tax Obligations

Lockton may not be able to procure insurance in the admitted marketplace on the terms and conditions specified by Client. In such event, Lockton's insurance proposal may include placements with insurer(s) not licensed to transact insurance in a particular jurisdiction and not subject to the supervision of such state's insurance department. Any such surplus lines coverage will be made pursuant to applicable insurance laws governing the placement of insurance with nonadmitted insurers. A state insurance guaranty fund will not respond in the event the surplus lines insurer should become insolvent. Furthermore, policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market.

Client is responsible for all insurance premiums due and any applicable surplus lines, sales, use, excise or other taxes for insurance coverage placed by Lockton. If Client fails to pay any premium in full by the due date indicated on the premium invoice, the coverage may be subject to cancellation by the insurer(s), and such nonpayment, in addition to any nonpayment of fees or expenses due to Lockton as set forth herein, shall be considered a material breach of these Terms of Business.

Accuracy and Completeness of Information

Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are the result of, arise from, or are based, in whole or part, on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether

intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.

Confidentiality; Data Protection Information Notice

Lockton and Client acknowledge that the nature of Lockton's relationship with the Client is one in which the Client may disclose to Lockton certain of the Client's information ("Information"), some of which may be of a confidential or proprietary nature, to enable Lockton to provide services to Client. Client acknowledges and consents to Lockton's use and disclosure of Information in the course of performing marketing, servicing, claims handling, risk management and/or insurance renewal services for Client.

Lockton is committed to protecting the privacy and security of Client's Information deemed to constitute personal data pursuant to applicable data privacy law or regulation. In providing regulated insurance broking services, Lockton may receive such personal data directly from Client, in the case of an individual Client, or indirectly, in the case of a commercial Client on behalf of its employee insureds. Pursuant to applicable data protection laws, Lockton is deemed to be a "data controller." This means that Lockton is responsible for deciding how it holds and uses personal data about Client.

Lockton may use personal data received from Client in its role as an insurance intermediary. This may include for the purposes of quotation/inception, policy administration, claims processing, renewals, marketing and other purposes necessary for the provision of insurance throughout the insurance lifecycle.

For more information, please review Lockton's Privacy Notice available on our website. If you have any questions about the Privacy Notice or Lockton's collection or use of Client personal data, please contact compliance@lockton.com.

Intermediaries

When, in Lockton's professional judgment, it is necessary or appropriate, Lockton may utilize the services of foreign or domestic intermediaries to assist in the servicing, marketing and/or placement of Client's insurance/risk management programs. However, this may only be done after consultation with Client. Lockton will advise Client whether any proposed intermediary is affiliated with Lockton. Any such intermediary shall be compensated by commissions earned on placement of Client's policies handled by that intermediary, or by payment of a separate fee

agreed to by Client and the intermediary if commissions are not properly payable on Client's placements. Such commissions and fees shall be in addition to the compensation paid to Lockton.

Logos

Unless otherwise instructed by Client, Lockton may, without notice to or consent by Client, use Client's logo, pictures and other publicly available information to effectively market Client's insurance programs or in Lockton's marketing materials.

Insurance Proposals and Summaries

Insurance documents prepared by Lockton containing proposals to bind coverage, summaries of coverages and certificates of insurance placed are furnished to Client as a matter of information for Client's convenience. These documents are not intended to reflect the terms, conditions, limitations and exclusions of such policies, are not themselves insurance policies and do not amend, alter or extend the coverages afforded by such policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions, limitations and exclusions contained in such policies.

Use of a Particular Insurer

Lockton is not obligated to utilize any particular insurer. In addition, Lockton is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which Lockton shall endeavor to make known to Client. Lockton shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Lockton does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Lockton will not take any action to replace Client's insurers unless Client instructs Lockton to do so.

No Reliance

Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.

Responsibility for Insurance Programs

Lockton will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including, without limitation, any acts or omissions occurring prior or subsequent to Lockton's engagement.

Relationship Between the Parties

Client acknowledges and agrees that in no event shall Lockton owe any enhanced or special duties to Client, express or implied, in fact or by law, whether referred to as a special relationship or fiduciary relationship or otherwise, except to the extent required by applicable law.

Compensation Disclosure

Lockton is committed to delivering a superior client experience through our customer-centered service model. Lockton wins and keeps clients by operating with complete integrity. We fulfill that pledge by providing fulsome disclosure regarding Lockton's sources of income—whether received from insurance companies or third parties—to clients.

Unless applicable law or contractual agreement between Lockton and insurers states otherwise, any commission that Lockton is entitled to receive for any placements is fully earned at inception of the insurance program, and Lockton is entitled to retain such commissions in the event of a midterm cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

Lockton may receive compensation in a number of ways, including 1) commissions paid by an insurer, calculated as a percentage of premiums, or 2) negotiated fees paid by a client in lieu of, or in addition to, commissions. These commissions or fees received are for the placement/renewal of a client's insurance/risk management program, day-to-day servicing, risk control services and/or other services Lockton has agreed to provide on a client's behalf.

Lockton may also be eligible to receive other forms of compensation such as incentive or contingency payments or bonuses and/or supplemental commissions from insurance companies, intermediaries (which may be affiliated with Lockton) or other third parties as a result of being an insurance broker (collectively, "Additional Compensation").

Contingency payments or bonuses are based on the overall performance of a partial or entire book of business Lockton places with an insurance company, and Lockton's eligibility and the amount of any such compensation may vary depending on the line of business and a number of "contingent" factors related to future performance such as overall premium volume, premium growth year over year, persistency, profitability and/or retention targets set by the insurer. As such, a contingency payment received by Lockton from an insurer is difficult to tie back to any particular client insurance policy. Additional Compensation in the form of supplemental commission is established at the beginning of each calendar year based on Lockton's historical and current performance typically measured using some or all of the same performance factors by which contingency payments are calculated. Lockton may also receive service fees from insurers for consulting, managing general agency arrangements and/or analytics or administration services specific to an insurer including, without limitation, consulting in the development of insurer sales, product and/or marketing plans to broaden available coverage for Lockton clients. These service fees are not tied to, dependent on or identified with any particular client or insurance placement.

At times, insurers may also request that Lockton Re, LLC, a reinsurance intermediary broker affiliate ("Lockton Re"), place facultative and/or treaty reinsurance on their behalf and compensate Lockton Re for any such placement(s), subject to Lockton Re's Terms of Business agreement.

Lockton may also receive interest or investment income on funds temporarily held by it, such as premiums or return premiums, service fees or other compensation from premium finance companies for administrative services provided to or on behalf of premium finance companies relative to the financing of client insurance premiums.

Please contact your Lockton representative if you have specific questions regarding the compensation Lockton receives as it relates to your account.

Modeling and Analytics Services

Lockton provides various modeling and/or data analytics services to its clients ("Modeling and Analytics Services") and may provide such services to Client. Client authorizes Lockton to 1) disclose information it receives from Client, its insurers and/or third-party administrators to Lockton's affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees..

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton's control, actual results may differ materially from Lockton's projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information or 2) actual results differ from Lockton's projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

Limitation of Liability

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS) ARISING OUT OF OR RELATED TO THESE TERMS OF BUSINESS, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL NOT APPLY TO 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE, WILLFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY HEREIN INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES. NOTWITHSTANDING THE FOREGOING, IF THE EXPRESS TERMS OF A FEE AGREEMENT OR CONSULTING AGREEMENT ARE INCONSISTENT WITH THIS PROVISION, THE TERMS OF THE FEE AGREEMENT OR CONSULTING AGREEMENT SHALL CONTROL AND SUPERSEDE THIS PROVISION.



UNCOMMONLY INDEPENDENT

Moss Landing Harbor District

Public Officials/Employment Practices Liability Renewal

Proposal



Program Term: July 1, 2024-July 1, 2025

May, 2024





Cautionary Note

This summary is provided solely as a ready-reference tool to illustrate some terms and conditions. This summary is not intended to alter, amend, or otherwise change actual policy language. For coverage details, please refer to an actual copy of each policy. Actual policies will always prevail in technical interpretations.

Renewal terms

	EXPIRING PROGRAM 2023-2024	RENEWAL PROGRAM 2024-2025
INSURER	Indian Harbor Insurance Company Surplus Lines Carrier AM Best Rating: A XV	
INSURED	Moss Landing Harbor District	
COVERAGE	<u>Public Officials' Liability & Employment Practices Liability</u>	
	<p>Public Officials' Liability and Employment Practices liability coverage is designed to address the exposures faced by public entities and those who serve them. Policies respond to claims brought against an insured public entity, its board members, employees and volunteers for any actual or alleged breach of duty, neglect, error, misstatement or omission in the course of their public duties.</p> <p>Coverage also extends to claims arising from a variety of employment-related violations, including, but not limited to, wrongful termination, discrimination, harassment, and retaliation.</p>	
LIMITS	Policy form: Claims Made Policy	
RETENTIONS	<p>\$1,000,000 Per Claim & Policy Aggregate Limit</p> <p>\$-0- - Non-Indemnifiable Claims</p> <p>\$50,000 Each Indemnifiable & Entity Claim</p> <p>\$50,000 Each Employment Practices Claim</p>	
DEFENSE COST	Defense expenses are in addition to, and will not reduce, the applicable Limits of Liability	
DUTY TO DEFEND	Yes- The Insurer has the duty to defend claims and appoint counsel.	
TERRITORY	Anywhere in the world	
NOTICE OF CLAIM	Must provide written notice of claim as soon as practicable but in no event later than 75 days after the end of the Policy period.	
THIRD PARTY COVERAGE	Yes- The policy responds to claims brought by persons other than employees or applicants for employment for violation of Discrimination Laws and Sexual Harassment.	

Renewal terms (Continued)

	EXPIRING PROGRAM 2023-2024	RENEWAL PROGRAM 2024-2025
NON-RESCINDABILITY		
NOTABLE EXCLUSIONS		POLICY IS FULLY NON RESCINDABLE
Please refer to policy for complete listing	<ul style="list-style-type: none"> ➤ A lockout, strike, picket line, hiring of replacement workers, riot or civil commotion, or other similar actions in connection with labor disputes or labor negotiations. ➤ The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omissions by an insured; the willful violation by an insured of any law, statute, ordinance, rule or regulation; or an insured gaining any profit, remuneration or advantage to which such Insured is not legally entitled. ➤ Bodily Injury and Property Damage, with coverage carved back for Mental Distress arising out of a Wrongful Employment Practices ➤ Breach of contract/ agreement ➤ Failure to effect or maintain insurance ➤ Pollution ➤ Insured's activities as a trustee or fiduciary with respect to any type of Employee benefit plan ➤ Construction, architectural, engineering, procurement, security or other professional services, including any contract or agreement pertaining to such services. 	
RATING FACTORS	2023-2024	2024-2025
	\$4,408,643	\$4,622,611
	\$29,015,847	\$30,017,051
	11 (FT)	11 (FT)
ANNUAL PREMIUM	\$13,308 + \$430.99 (CA TAXES/FEEES) + \$245 (POLICY FEE) <u>\$13,983.99</u>	\$13,556 + \$439.19 (CA TAXES/FEEES) + \$245 (POLICY FEE) <u>\$14,250.19</u>

Action Items

Required Prior to Binding

- Application needs to be signed and currently dated

Independence changes everything.



LOCKTON

CAP.PROCESSING@IPFS.COM
 3 HUTTON CENTRE DRIVE STE 630
 SANTA ANA, CA 92707
 (855)212-6850 FAX: (800)808-8784
 CUSTOMER SERVICE: (855)212-6850

PREMIUM FINANCE AGREEMENT
License # 973 9750

IPFS CORPORATION
OF CALIFORNIA

A CASH PRICE (TOTAL PREMIUMS)	\$292,185.69	AGENT (Name & Place of business) LOCKTON INS BROKERS/SAN FRANCISCO	INSURED (Name & Residence or business) MOSS LANDING HARBOR DISTRICT 7881 SANDHOLDT RD
B CASH DOWN PAYMENT	\$24,339.07	3 EMBARCADERO CTR STE 600	MOSS LANDING, CA 95039 (831)633-5417
C PRINCIPAL BALANCE (A MINUS B)	\$267,846.62	SAN FRANCISCO, CA 94111-4065 (415)568-4000 FAX: (415)992-4000	

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 26552937

Additional Policies Scheduled on Page 3

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled
8.530%	\$11,558.55	\$267,846.62	\$279,405.17

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due	Beginning:	ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.
11	\$25,400.47	Beginning:	MONTHLY 08/01/2024	

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 10 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge computed as provided in Sec. 18635, California Statute or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$25.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	07/01/2024	GREAT AMERICAN INSURANCE CO	MARINE	32.23%	12	169,730.00
Broker Fee:						\$0.00
TOTAL:						\$292,185.69

The undersigned insured directs IPFS Corporation of California d/b/a/ IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement. **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

DATE

Signature of Agent

DATE

Insured and Lender further agree that: **4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$15.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$15.00 or the maximum amount permitted by law. **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct. Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of California will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

AGENT(Name & Place of business)
LOCKTON INS BROKERS/SAN FRANCISCO

3 EMBARCADERO CTR STE 600

SAN FRANCISCO, CA 94111-4065
(415)568-4000 FAX: (415)992-4000**INSURED**(Name & Residence or business)
MOSS LANDING HARBOR DISTRICT
7881 SANDHOLDT RDMOSS LANDING, CA 95039
(831)633-5417

Account #: _____

**SCHEDULE OF POLICIES
(continued)**

Quote Number: 26552937

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
CAP 3996585 26	07/01/2024	GREAT AMERICAN ASSURANCE CO	AUTO LIABILITY	0.000%	12	6,194.00
MAC 3996584 26	07/01/2024	GREAT AMERICAN INSURANCE CO	PROPERTY	0.000%	12	23,311.00
MAXS2310000383-03	07/01/2024	ASCOT INSURANCE COMPANY	BUMBERSHO OT	0.000%	12	12,364.50
OMP 3490465 26	07/01/2024	GREAT AMERICAN INSURANCE CO	POLLUTION	0.000%	12	3,040.00
PENDING	07/01/2024	UNITED FIRE & CASUALTY CO	BUMBERSHO OT	0.000%	12	6,182.50
PENDING	07/01/2024	AXA XL INSURANCE COMPANY UK LIMITED LOCKTON COMPANIES/LOS ANGELES	BUMBERSHO OT	0.000%	12	6,182.50
PENDING	07/01/2024	UNITED FIRE & CASUALTY CO	BUMBERSHO OT	0.000%	12	5,000.00
PENDING	07/01/2024	GREAT AMERICAN INSURANCE CO	BUMBERSHO OT	0.000%	12	5,000.00
PENDING	07/01/2024	ENDURANCE AMERICAN INSURANCE CO	BUMBERSHO OT	0.000%	12	5,000.00
PENDING	07/01/2024	MITSUI SUMITOMO INSURANCE COMPANY O	BUMBERSHO OT	0.000%	12	5,000.00
PENDING	07/01/2024	ASCOT INSURANCE COMPANY	BUMBERSHO OT	0.000%	12	15,470.50
PENDING	07/01/2024	UNITED FIRE & CASUALTY CO	BUMBERSHO OT	0.000%	12	7,735.25
PENDING	07/01/2024	ENDURANCE AMERICAN INSURANCE CO	BUMBERSHO OT	0.000%	12	7,735.25
PENDING	07/01/2024	INDIAN HARBOR INSURANCE CO	LIABILITY	0.000%	12	13,556.00 Fee: 245.00 Tax: 439.19
TOTAL:						\$292,185.69

AutoPay

Enroll in AutoPay on ipfs.com

IPFS Corporation® has made it easier than ever to pay your insurance coverages with AutoPay. Enrolling in AutoPay is easy and provides peace of mind by allowing you to set up recurring ACH or credit card payments to make your monthly installment payment automatically. After you have received your web access code, visit ipfs.com, view your account status page, and select Set Up to get started with AutoPay*!

Getting signed up is as easy as clicking the words Set Up on your Account Status page in the column labeled the AutoPay Method.



*Fees may apply

AutoPay Benefits:



Easily maintain coverage



No risk of forgetting to make a payment



Less paperwork

Please visit ipfs.com for more information



*Our payment processing service provider may charge a technology fee, where allowed by law, related to processing a payment. IPFS's payment processing service provider may charge a fee to set up AutoPay on behalf of a borrower. Imperial FFS® is a trade name affiliated with IPFS Corporation (IPFS®), a premium finance company. Loans remain subject to acceptance by IPFS in its sole discretion; issuance of a quote does not constitute an offer to lend. Access to products and services described herein may be subject to change and is subject to IPFS's standard terms and conditions in all respects, including the terms and conditions specifically applicable to use of the IPFS's website and mobile applications, as applicable, and IPFS's eForms Disclosure and Consent Agreement. IPFS is not responsible for insufficient funds or overdraft fees. Copyright © 2023 IPFS Corporation. All rights reserved.

PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

660 Newport Center Drive, Suite 1050 Newport Beach, California 92660
Phone 877-226-5456 www.afcodirect.com

Quote Number
2651391.1

Agent/Broker/Producer (Name and Address)
Lockton Companies - Los Angeles
Lockbox 23878, 14005 Live Oak Ave
Irwindale, CA 91706-1300
Telephone Number: 213-689-0065 Agency Code: 10829

Insured (Name and Address as shown on the policy(ies) including all insureds covered by the policies below)
Moss Landing Harbor District
7881 Sandholt Road
Moss Landing, CA 95039
Telephone Number: 831-663-5417

Creditor: AFCO Acceptance Corporation			Federal Truth In Lending Disclosures		
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(F) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$292,185.69	\$25,367.53	\$266,818.16	* \$12,224.67	\$279,042.83	9.05%
Your PAYMENT SCHEDULE will be: Monthly			* Includes a minimum finance charge of \$25.00	If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed.	
No. of Payments		Amount of Payments	When Payments are Due		
11		\$25,367.53	On the 1st day of the month, beginning 8/1/2024		
<p>Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.</p> <p>Late Charge: You will be charged 5% of the payment, subject to a minimum charge of \$1.00 on any payment received more than 10 days after the due date.</p> <p>Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge in the manner provided by Section 18637 of the Financial Code.</p> <p>See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.</p>					

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 25% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	MARINE LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$169,730.00 \$0.00 \$0.00

In consideration of the payment(s) to be made by AFCO ACCEPTANCE CORPORATION ("AFCO") to the above insurance company(ies) ("Insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):

- PROMISE OF PAYMENT:** Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection.
 - SECURITY INTEREST AND POWER OF ATTORNEY:** Irrevocably appoints AFCO as Attorney-in-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to AFCO or in which it has granted AFCO a security interest. AFCO may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.
 - RECEIPT OF AGREEMENT AND PRIVACY NOTICE:** Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of AFCO's Privacy Statement.
- NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.**

INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT

Moss Landing Harbor District	_____	Insured	_____
INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE
_____	_____	_____	_____
INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the Insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Insured borrower. 10. That it has received the down payment and any other sums due as required by the Agreement and is holding same or they are attached to this Agreement. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

Lockton Companies - Los Angeles	_____	Agent	_____
AGENT OR BROKER	SIGNATURE OF AGENT OR BROKER	TITLE	DATE

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA

(4) **ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints AFCO as its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.

(5) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.

(6) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) **ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCO to the totality of such transaction.

(8) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.

(9) **FIRST NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.

(10) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date and that the rate of charge for a loan not exceeding \$2,499.99 shall not exceed: (a) 2% per month on the part of the unpaid principal balance not exceeding \$1000; 1% per month of any remainder of such unpaid balance in excess of \$1000; or (b) 1.6% per month of the unpaid principal balance. All other rates of charge shall be agreed upon by the parties to the contact.

(11) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.

(12) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) **CANCELLATION:** AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.

(14) **CANCELLATION CHARGES:** If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.

(15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1.00 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.

(16) **ATTORNEY FEES - COLLECTION EXPENSE:** If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) **PREPAYMENT AND REFUND CREDITS:** The Insured may voluntarily prepay the full amount due and may be entitled to receive a partial refund of the FINANCE CHARGE in accordance with Section 18629 of the Financial Code. If payment in full is made during the first three months and 15 days after the earliest policy effective date as shown on the front of the contract, AFCO will compute a finance charge by multiplying the agreed rate of charge as stated at the end of this Agreement by the unpaid principal balances for the number of days from the earliest policy effective date to the date of prepayment in full. AFCO will apply each payment made by the insured, first to finance charge and then to principal. PR will then subtract this actual finance charge from the finance charge shown in Box D of the contract to obtain the refund credit. If prepayment in full is made more than three months and 15 days after the earliest policy effective date, the refund credit will be computed by the Rule of 78s method. If payment of the unpaid balance is accelerated for any reason, AFCO will make the same refund or credit as would be required if the loan was paid in full on the date of acceleration. The unpaid balance remaining after subtracting the refund or credit will be treated as the unpaid balance and thereafter the unpaid balance of the loan shall bear charges at the agreed rate of charge of the end of this Agreement, until PR is actually paid in full, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(18) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition of obtaining insurance coverage.

(20) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.

(21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO:** The Insured hereby irrevocably waives and releases AFCO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. AFCO's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
MAC 3996584 26 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	PROPERTY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$23,311.00 \$0.00 \$0.00
OMP 3490465 26 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	POLLUTION Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$3,040.00 \$0.00 \$0.00
CAP 3996585 26 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	AUTO LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$6,194.00 \$0.00 \$0.00
MAXS231000038-03 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Ascot Insurance Company 33 S Wood Avenue Iselin, NJ 08830	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$12,364.50 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	United Fire & Casualty Company 118 Second Avenue SE Cedar Rapids, IA 52401	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$6,182.50 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	AXA XL Insurance Company UK Limited Lockton UK Foreign Intermediary United Kingdom, United Kingdom 99999	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$6,182.50 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	United Fire & Casualty Company 118 Second Avenue SE Cedar Rapids, IA 52401	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Endurance American Insurance Co 4 Manhattanville Rd Ste 301 Purchase, NY 10577-2127	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Mitsui Sumitomo Insurance Co of America 15 Independence Boulevard Warren, NJ 07059	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Ascot Insurance Company 33 S Wood Avenue Iselin, NJ 08830	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$15,470.50 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	United Fire & Casualty Company 118 Second Avenue SE Cedar Rapids, IA 52401	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$7,735.25 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Endurance American Insurance Co 4 Manhattanville Rd Ste 301 Purchase, NY 10577-2127	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$7,735.25 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Indian Harbor Insurance Co RSG Specialty, LLC - - Chicago 155 North Wacker Drive Suite 4000 Chicago, IL 60606-1720	EMPLOYMENT PRACTICES LIABILITY INS. (EPLI) Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$13,556.00 \$439.19 \$245.00
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		



Recurring ACH Debit Authorization Form

Please complete this fillable digital form to have your payments automatically debited from your account listed below. Email the completed form to your Agent/Broker with your signed PFA. Or email directly to AFCO Direct at payments@afcodirect.com. If you need to print this form, please fax to 877.226.5297.

Name: Moss Landing Harbor District

Address: 7881 Sandholt Road Moss Landing, CA 95039

Phone: 831-663-5417

Quote or Account # 2651391.1

Account Holder Name: _____


Bank Name: _____

Account Type: Checking Savings

Routing Number: _____

Account Number: _____

Account Holder Email Address: _____



PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES. It is agreed that you hereby authorize AFCO Direct to initiate an automatic debit to the financial account indicated (and authorize said financial institution to honor such debit) for any and all installments due under the AFCO Direct quote or account number listed above. It is further agreed that any additional fees, including but not limited to, late fees, non-sufficient funds fees and cancellations fee, will also be charged and debited from the indicated account should they accrue during the term of the loan. The debited installment amount is subject to change in the event of the financing of an additional premium or the crediting of an endorsement refund to the original PFA which has been processed to your existing account. You further understand, agree and affirm that: (1) the information you have provided above is correct and accurate; (2) you are authorized to enter into this agreement and are the signer on the above account; (3) funds will be available to cover the amount of the existing obligation on the payment due date or the business day prior to the due date should the due date fall on a weekend or holiday; (4) this authorization will remain in full force and effect until either (a) you request termination of this agreement by providing AFCO Direct written notice of the desire to terminate automatic ACH debit fifteen (15) days prior to desired termination date at the address or email below and/or (b) you receive written notification from AFCO Direct of termination resulting from the rejection of an ACH debit due to NSF or a closed account. AFCO Direct reserves the right to remove this ACH Debit Authorization at its sole discretion should an ACH debit be returned as unpaid for any reason, but AFCO Direct reserves its right to reestablish future ACH debits based on this authorization unless this authorization has been terminated as outlined above; (5) You may authorize changes to the bank account to be debited, authorize the extension of this document to additional AFCO Direct accounts or quotes, and authorize its use to ACH debit for the Down Payment on the indicated quote or account or any subsequent authorized quote or account, provided that authorization is granted in writing (an email request is deemed an acceptable notification in writing). You are authorizing AFCO Direct to act upon such request, without the necessity of an additional ACH Debit Authorization form; (6) Please check below if you wish for AFCO Direct to initiate an ACH Debit for the Down Payment on your quote/account. Do not provide this authorization if you have or intend to send the Down Payment directly to your authorized Insurance Agent. You hereby grant to your authorized Insurance Agent a limited attorney-in-fact to authorize AFCO Direct to initiate an ACH Debit for your Down Payment, either through use of the check box below or with their written instruction to AFCO Direct (an email request from your Insurance Agent to AFCO Direct is deemed an acceptable notification in writing).

 * **INCLUDE DOWN PAYMENT.** By checking this box, you authorize AFCO Direct to initiate an ACH debit for your down payment and you are confirming you have not issued, nor do you intend to issue, the down payment directly to your authorized Insurance Agent. *****
 *

Authorized & Agreed to by:

BY: _____

Authorized Signatory of Account Holder	Printed Name & Title	Date
--	----------------------	------



FUNDING BREAKDOWN BY POLICY

Date: 5/16/2024

Insured Name: Moss Landing Harbor District

Quote#: 2651391.1

Producer: Lockton Companies - Los Angeles

Policy Number	Policy Type	Insurance Co. / General Agent	Down Payment Amount	Funding Amount
	MARINE LIABILITY	Great American Insurance Company	\$14,748.31	\$154,981.69
MAC 3996584 26	PROPERTY	Great American Insurance Company	\$2,025.56	\$21,285.44
OMP 3490465 26	POLLUTION	Great American Insurance Company	\$264.15	\$2,775.85
CAP 3996585 26	AUTO LIABILITY	Great American Insurance Company	\$538.21	\$5,655.79
MAXS2310000383-03	BUMBERSHOOT	Ascot Insurance Company	\$1,074.39	\$11,290.11
	BUMBERSHOOT	United Fire & Casualty Company	\$537.21	\$5,645.29
	BUMBERSHOOT	AXA XL Insurance Company UK Limited	\$537.21	\$5,645.29
	BUMBERSHOOT	United Fire & Casualty Company	\$434.46	\$4,565.54
	BUMBERSHOOT	Great American Insurance Company	\$434.46	\$4,565.54
	BUMBERSHOOT	Endurance American Insurance Co	\$434.46	\$4,565.54
Totals:			\$25,367.53	\$266,818.16

Please indicate any special instructions:

Please email executed contracts to AFCO Direct at: pfa@afcodirect.com



PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

660 Newport Center Drive, Suite 1050 Newport Beach, California 92660
Phone 877-226-5456 www.afcodirect.com

Quote Number
2651391.2

Agent/Broker/Producer (Name and Address)
Lockton Companies - Los Angeles
Lockbox 23878, 14005 Live Oak Ave
Irvine, CA 91706-1300

Telephone Number: 213-689-0065 Agency Code: 10829

Insured (Name and Address as shown on the policy(ies) including all insureds covered by the policies below)
Moss Landing Harbor District
7881 Sandholt Road
Moss Landing, CA 95039

Telephone Number: 831-663-5417

Creditor: AFCO Acceptance Corporation			Federal Truth in Lending Disclosures		
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(F) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$292,185.69	\$44,036.10	\$248,149.59	* \$9,451.02	\$257,600.61	9.05%
Your PAYMENT SCHEDULE will be: Monthly			*Includes a minimum finance charge of \$25.00	If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed.	
No. of Payments		Amount of Payments	When Payments are Due		
9		\$28,622.29	On the 1st day of the month, beginning 8/1/2024		
<p>Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased. Late Charge: You will be charged 5% of the payment, subject to a minimum charge of \$1.00 on any payment received more than 10 days after the due date. Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge in the manner provided by Section 18637 of the Financial Code. See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.</p>					

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 25% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	MARINE LIABILITY	12	\$169,730.00
			Ref. Tax/Fee:		\$0.00
			Non-Ref. Tax/Fee:		\$0.00

In consideration of the payment(s) to be made by AFCO ACCEPTANCE CORPORATION ("AFCO") to the above insurance company(ies) ("Insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):

- PROMISE OF PAYMENT:** Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection
- SECURITY INTEREST AND POWER OF ATTORNEY:** Irrevocably appoints AFCO as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to AFCO or in which it has granted AFCO a security interest. AFCO may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.
- RECEIPT OF AGREEMENT AND PRIVACY NOTICE:** Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of AFCO's Privacy Statement.

NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT

Moss Landing Harbor District	_____	Insured	_____
INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE
_____	_____	_____	_____
INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed Insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Insured borrower. 10. That it has received the down payment and any other sums due as required by the Agreement and is holding same or they are attached to this Agreement. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

Lockton Companies - Los Angeles	_____	Agent	_____
AGENT OR BROKER	SIGNATURE OF AGENT OR BROKER	TITLE	DATE

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA

(4) **ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints AFCO as its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.

(5) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first instalment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.

(6) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) **ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCO to the totality of such transaction.

(8) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.

(9) **FIRST NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.

(10) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date and that the rate of charge for a loan not exceeding \$2,499.99 shall not exceed: (a) 2% per month on the part of the unpaid principal balance not exceeding \$1000; 1% per month of any remainder of such unpaid balance in excess of \$1000; or (b) 1.6% per month of the unpaid principal balance. All other rates of charge shall be agreed upon by the parties to the contract.

(11) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.

(12) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) **CANCELLATION:** AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.

(14) **CANCELLATION CHARGES:** If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.

(15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1.00 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.

(16) **ATTORNEY FEES - COLLECTION EXPENSE:** If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) **PREPAYMENT AND REFUND CREDITS:** The Insured may voluntarily prepay the full amount due and may be entitled to receive a partial refund of the FINANCE CHARGE in accordance with Section 18629 of the Financial Code. If payment in full is made during the first three months and 15 days after the earliest policy effective date as shown on the front of the contract, AFCO will compute a finance charge by multiplying the agreed rate of charge as stated at the end of this Agreement by the unpaid principal balances for the number of days from the earliest policy effective date to the date of prepayment in full. AFCO will apply each payment made by the Insured, first to finance charge and then to principal. PR will then subtract this actual finance charge from the finance charge shown in Box D of the contract to obtain the refund credit. If prepayment in full is made more than three months and 15 days after the earliest policy effective date, the refund credit will be computed by the Rule of 78s method.

If payment of the unpaid balance is accelerated for any reason, AFCO will make the same refund or credit as would be required if the loan was paid in full on the date of acceleration. The unpaid balance remaining after subtracting the refund or credit will be treated as the unpaid balance and thereafter the unpaid balance of the loan shall bear charges at the agreed rate of charge of the end of this Agreement, until PR is actually paid in full, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(18) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition of obtaining insurance coverage.

(20) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.

(21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO:** The Insured hereby irrevocably waives and releases AFCO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. AFCO's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
MAC 3996584 26 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	PROPERTY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$23,311.00 \$0.00 \$0.00
OMP 3490465 26 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	POLLUTION Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$3,040.00 \$0.00 \$0.00
CAP 3996585 26 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	AUTO LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$6,194.00 \$0.00 \$0.00
MAXS231000038-03 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Ascot Insurance Company 33 S Wood Avenue Iselin, NJ 08830	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$12,364.50 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	United Fire & Casualty Company 118 Second Avenue SE Cedar Rapids, IA 52401	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$6,182.50 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	AXA XL Insurance Company UK Limited Lockton UK Foreign Intermediary United Kingdom, United Kingdom 99999	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$6,182.50 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	United Fire & Casualty Company 118 Second Avenue SE Cedar Rapids, IA 52401	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Endurance American Insurance Co 4 Manhattanville Rd Ste 301 Purchase, NY 10577-2127	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Mitsui Sumitomo Insurance Co of America 15 Independence Boulevard Warren, NJ 07059	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$5,000.00 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Ascot Insurance Company 33 S Wood Avenue Iselin, NJ 08830	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$15,470.50 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	United Fire & Casualty Company 118 Second Avenue SE Cedar Rapids, IA 52401	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$7,735.25 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Endurance American Insurance Co 4 Manhattanville Rd Ste 301 Purchase, NY 10577-2127	BUMBERSHOOT Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$7,735.25 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2024	Indian Harbor Insurance Co RSG Specialty, LLC - - Chicago 155 North Wacker Drive Suite 4000 Chicago, IL 60606-1720	EMPLOYMENT PRACTICES LIABILITY INS. (EPLI) Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$13,556.00 \$439.19 \$245.00
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		



Recurring ACH Debit Authorization Form

Please complete this fillable digital form to have your payments automatically debited from your account listed below. Email the completed form to your Agent/Broker with your signed PFA. Or email directly to AFCO Direct at payments@afcodirect.com. If you need to print this form, please fax to 877.226.5297.

Name: Moss Landing Harbor District

Address: 7881 Sandholt Road Moss Landing, CA 95039

Phone: 831-663-5417

Quote or Account # 2651391.2

Account Holder Name: _____

Bank Name: _____

Account Type: Checking Savings

Routing Number: _____

Account Number: _____

Account Holder Email Address: _____

000000186: 000000529000

ROUTING NUMBER ACCOUNT NUMBER

PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES. It is agreed that you hereby authorize AFCO Direct to initiate an automatic debit to the financial account indicated (and authorize said financial institution to honor such debit) for any and all installments due under the AFCO Direct quote or account number listed above. It is further agreed that any additional fees, including but not limited to, late fees, non-sufficient funds fees and cancellations fee, will also be charged and debited from the indicated account should they accrue during the term of the loan. The debited installment amount is subject to change in the event of the financing of an additional premium or the crediting of an endorsement refund to the original PFA which has been processed to your existing account. You further understand, agree and affirm that: (1) the information you have provided above is correct and accurate; (2) you are authorized to enter into this agreement and are the signer on the above account; (3) funds will be available to cover the amount of the existing obligation on the payment due date or the business day prior to the due date should the due date fall on a weekend or holiday; (4) this authorization will remain in full force and effect until either (a) you request termination of this agreement by providing AFCO Direct written notice of the desire to terminate automatic ACH debit fifteen (15) days prior to desired termination date at the address or email below and/or (b) you receive written notification from AFCO Direct of termination resulting from the rejection of an ACH debit due to NSF or a closed account. AFCO Direct reserves the right to remove this ACH Debit Authorization at its sole discretion should an ACH debit be returned as unpaid for any reason, but AFCO Direct reserves its right to reestablish future ACH debits based on this authorization unless this authorization has been terminated as outlined above; (5) You may authorize changes to the bank account to be debited, authorize the extension of this document to additional AFCO Direct accounts or account, provided that authorization is granted in writing (an email request is deemed an acceptable notification in writing). You are authorizing AFCO Direct to act upon such request, without the necessity of an additional ACH Debit Authorization form; (6) Please check below if you wish for AFCO Direct to initiate an ACH Debit for the Down Payment on your quote/account. Do not provide this authorization if you have or intend to send the Down Payment directly to your authorized Insurance Agent. You hereby grant to your authorized Insurance Agent a limited attorney-in-fact to authorize AFCO Direct to initiate an ACH Debit for your Down Payment, either through use of the check box below or with their written instruction to AFCO Direct (an email request from your Insurance Agent to AFCO Direct is deemed an acceptable notification in writing).

* I INCLUDE DOWN PAYMENT. By checking this box, you authorize AFCO Direct to initiate an ACH debit for your down payment and you are confirming you have not issued, nor do you intend to issue, the down payment directly to your authorized Insurance Agent. *

Authorized & Agreed to by:

BY: _____

Authorized Signatory of Account Holder	Printed Name & Title	Date

150 North Field Drive, Suite 190
Lake Forest, IL 60045

afcodirect.com

877.226.5456



FUNDING BREAKDOWN BY POLICY

Date: 5/16/2024

Insured Name: Moss Landing Harbor District

Quote#: 2651391.2

Producer: Lockton Companies - Los Angeles

Policy Number	Policy Type	Insurance Co. / General Agent	Down Payment Amount	Funding Amount
	MARINE LIABILITY	Great American Insurance Company	\$25,601.94	\$144,128.06
MAC 3996584 26	PROPERTY	Great American Insurance Company	\$3,516.21	\$19,794.79
OMP 3490465 26	POLLUTION	Great American Insurance Company	\$458.55	\$2,581.45
CAP 3996585 26	AUTO LIABILITY	Great American Insurance Company	\$934.30	\$5,259.70
MAXS2310000383-03	BUMBERSHOOT	Ascot Insurance Company	\$1,865.05	\$10,499.45
	BUMBERSHOOT	United Fire & Casualty Company	\$932.56	\$5,249.94
	BUMBERSHOOT	AXA XL Insurance Company UK Limited	\$932.56	\$5,249.94
	BUMBERSHOOT	United Fire & Casualty Company	\$754.20	\$4,245.80
	BUMBERSHOOT	Great American Insurance Company	\$754.20	\$4,245.80
	BUMBERSHOOT	Endurance American Insurance Co	\$754.20	\$4,245.80
Totals:			\$44,036.10	\$248,149.59

Please indicate any special instructions:

Please email executed contracts to AFCO Direct at: pfa@afcodirect.com



BOARD OF COMMISSIONERS
Russell Jeffries
Vincent Ferrante
James Goulart
Liz Soto
Albert Lomeli

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

ITEM NUMBER 23 – CONSIDER APPROVAL OF A NEW “AT-WILL EMPLOYMENT AGREEMENT FOR GENERAL MANAGER/HARBORMASTER” BETWEEN THE MOSS LANDING HARBOR DISTRICT AND THOMAS RAZZECA, RESOLUTION NO. 24-03 BOARD MEETING OF MAY 29, 2024

Tommy Razzeca (Razzeca) has been employed by the District for 14 years and has served in the position of General Manager/Harbor Master since 2019. He is well versed and involved in the day-to-day operations of the Harbor, as well as the District’s long-term goals and plans. Tommy Razzeca continues to serve to the District Board’s great satisfaction.

Razzeca’s most recent Employee Agreement with the District will expire on June 1, 2024, and as such, the District’s Personnel Committee commenced negotiations with Razzeca for a new Agreement. After several weeks of negotiation with the Personnel Committee, and initial discussion with the Board as a whole, the Board and Razzeca have been able to agree to the terms of a new three-year at-will employment agreement for General Manager/Harbor Master services.

The “At Will Employment Agreement” between the District and Razzeca is before the Board this evening for consideration and approval by Board adoption of Resolution NO. 24-03 attached hereto.

RESOLUTION NO. 24-03

**A RESOLUTION OF THE MOSS LANDING BOARD OF HARBOR COMMISSIONERS
APPROVING A NEW "AT-WILL EMPLOYMENT AGREEMENT FOR GENERAL
MANAGER/HARBOR MASTER" BETWEEN THE DISTRICT
AND THOMAS RAZZECA**

* * * * *

WHEREAS, Thomas Razzeca ("Razzeca") commenced service with the District as Harbor Operations Crew member in 2010, was promoted to Operations and Maintenance Manager and thereafter to Assistant General Manager/Assistant Harbor Master in 2014, and was subsequently appointed to General Manager and Harbor Master in 2019; and

WHEREAS, Razzeca's current three-year Employment Agreement with the District is set to expire on June 30, 2024; and

WHEREAS, based on his past experience and performance with the District, which has included dredging and major improvement projects in the Harbor, the Board now desires to enter into an agreement whereby Razzeca will continue to serve in the position of District General/Harbor Master.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Moss Landing Harbor District that the "At-Will Employment Agreement for General Manager/Harbormaster" between the District and Thomas Razzeca, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, is hereby approved. The Agreement will have an effective date of July 1, 2024.

* * * * *

CERTIFICATION

Resolution 24-03 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a regular meeting of the Board held on the 29th day of May, 2024, a quorum present and acting throughout, by the following vote:

AYES, and in favor thereof, Boardmembers:

NOES, Boardmembers:

ABSENT, Boardmembers:

ABSTAIN, Boardmembers:

RUSS JEFFRIES, President
Board of Harbor Commissioners

ATTEST:

TOMMY RAZZECA, District Clerk

**AT WILL EMPLOYMENT AGREEMENT FOR
GENERAL MANAGER/HARBORMASTER**

This Agreement is made this 29th day of May , 2024, with an effective date of July 1, 2024, by and between the Moss Landing Harbor District (hereinafter “MLHD” or “District”), a political subdivision of the State of California, and Thomas Razzeca (hereinafter “Razzeca”).

WHEREAS, Razzeca commenced service with District as a Harbor Operations Crew member in March of 2010, was promoted to Operations and Maintenance Manager, and was promoted to the position of Assistant General Manager/Assistant Harbor Master in 2014, and was subsequently promoted to General Manager and Harbor Master in 2019; and

WHEREAS, in 2021, District and Razzeca entered into an “At Will Employment Agreement for General Manager/Harbormaster” services, with a three- year term, and Razzeca has subsequently performed satisfactorily and met District Board expectations; and

WHEREAS, the MLHD Board and Razzeca desire to enter into a new agreement whereby Razzeca will continue to serve in the position of General Manager/Harbor Master.

WITNESSETH, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Appointment

By execution of this Agreement, the MLHD Board hereby reappoints Razzeca to the position of General Manager. Pursuant to MLHD Ordinance Code Section 3.010, the General Manager for the District also serves as the District Harbor Master.

Section 2. Compensation

A. Salary. District and Razzeca agree that at the commencement of the term of this Agreement, and annually thereafter, Razzeca’s salary shall be increased from its current rate (\$13,338.00 monthly/\$160,056 in 2024) by the applicable Consumer Price Index on July 1st.

B. Vacation, Sick Leave and Other Benefits. Unless otherwise noted herein, District shall provide Razzeca with the benefits that apply to all other non-represented FLSA exempt District employees as set forth in the Moss Landing Harbor District Personnel Administration Salary and Benefits Plan and all amendments thereto, including health and vision insurance.

1. For purposes of this Agreement, Razzeca shall receive the following vacation and sick leave benefits:

a. Vacation

Vacation shall accrue at a rate of 13.33 hours per month, or 20 days annually. Accrual vacation leave shall be capped at 240 hours. Razzeca will be compensated without use of his vacation time on the following Holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day, Memorial Day, Christmas Eve Day, Christmas Day, and Martin Luther King Jr. Day.

b. Sick Leave. 13.33 hours of sick leave per month, capped at 320 hours.

2. For Fiscal Year 2021/2022, District shall pay \$2,933.18 per month for medical and vision coverage for Razzeca, his spouse and his dependent children. District and Razzeca will split any increases in the cost of medical and vision coverage on an equal (50/50) basis for the remaining term of this Agreement. In the event during the term of this Agreement that Razzeca is able to procure medical and/or vision insurance at a lower rate than his current monthly payment of \$3,417.10 monthly (\$41,005.20 annual), District's monthly payment will be reduced on a pro rata basis.

3. Razzeca will maintain his current Vali retirement plan, to which District makes a 7% annual salary contribution with up to an additional 7% District match to Razzeca's contribution.

C. Use of Car. Razzeca's responsibilities require use of vehicle. Razzeca will receive compensation from the District in the amount of Three Hundred Fifty Dollars (\$350) monthly for the purpose of conducting District business that requires vehicular travel.

D. Performance Review and Bonus. Razzeca's performance shall be reviewed at a regular or special meeting of the Board annually, in May/June of each year during the term of this Agreement. The MLHD Board may elect to award Razzeca a performance bonus of up to 5% of base salary per annum, the first bonus review pursuant to this section occurring prior to May 2025. Said bonus, if any, shall be granted at the end of the fiscal year. Annual goals may be revised and approved by the Board annually, no later than May 30 of each year.

E. Professional Development. MLHD agrees to budget and pay for membership, dues, conferences, and subscriptions on behalf of Razzeca which are reasonably necessary for the continuation and full participation in professional associations as approved by the Board (e.g. the Monterey County Special Districts General Manager's Association, California Association of Harbor Masters and Port Captains). To the extent possible, Razzeca shall provide the MLHD Board with a list of desired memberships, dues, conferences and subscriptions on an annual basis to allow for budgeting for the same.

Section 3. Term of Agreement

Razzeca shall commence service under this Agreement on July 1, 2024, and the Agreement shall remain in effect until June 30, 2027 or until terminated by either party. Six months prior to the expiration of this Agreement, the MLHD Board shall determine whether or not to extend or renew this Agreement. Upon resolution of the MLHD Board, this Agreement may be extended for additional periods to be determined by the Board.

Section 4. Termination of Services

Notwithstanding the language of Section 3 concerning the effective term of this Agreement, Razzeca agrees to serve at the will and sole pleasure of the MLHD Board. The MLHD Board may terminate this Agreement at any time with or without cause and without need of any explanation to Razzeca. The effective date of the termination is within the discretion of the MLHD Board, but the remaining term shall not exceed 12 months for purposes of Section 53260 of the California Government Code.

This Agreement may be terminated by Razzeca by providing a minimum of thirty (30) days written notice of such termination to the MLHD Board by Razzeca. Notice shall be given to MLHD at the Harbor District Office, 7881 Sandholdt Road, Moss Landing, CA 95039. The MLHD Board reserves the right to advance any termination date selected by Razzeca.

In the event this Agreement is terminated by Razzeca, the provisions of this Agreement and all compensation and benefits shall cease upon the effective date of such termination.

Section 5. Severance Pay

Except as noted in the paragraph below, in the event this Agreement is terminated by the MLHD Board, Razzeca shall be given either three (3) months notice or, at the Board's discretion, severance pay in an amount equal to three (3) months regular pay at his then existing level of compensation. MLHD shall also pay for a continuation of Razzeca's life insurance, if any, and in-lieu health and vision insurance payments for the same period of time.

MLHD Board is not required to pay any severance to Razzeca should his termination be for reasons of cause. For purposes of this section, cause occurs if Razzeca has breached or neglected the duties which he is required to perform; has committed any act of dishonesty, fraud, misrepresentation or act of moral turpitude; has failed to obey the lawful direction of the MLHD Board; or, in the opinion of a super-majority of the MLHD Board (at least 4 votes), has acted in any way that has a substantial and adverse effect on MLHD's reputation.

Notwithstanding the language set forth above, any severance amount paid pursuant to this Agreement shall be subject to the restrictions set forth in California Government Code Section 53260, which provides that the maximum amount of severance pay that an employee may receive shall be the lesser of (i) twelve (12) months base salary; or (ii) base salary for the number of months remaining on the term of this Agreement. Additionally, any cash settlement related to termination of this Agreement received by Razzeca from District shall be fully reimbursed to District if Razzeca is convicted of a crime involving the abuse of his office or his position while employed by the District, pursuant to Government Code Section 53243.2.

Section 6. Professional Performance and Duties

Razzeca shall perform the duties of General Manager as set forth in Section 3.010 of the MLHD Ordinance Code and other such duties as may be prescribed by the MLHD Board or by law. Razzeca agrees to perform said duties in a professional, first-class, workpersonlike and

businesslike manner in accordance with standards of quality satisfactory to the MLHD Board. Razzeca shall be required to provide the Board with a list of goals at the commencement of this Agreement, and on an annual basis thereafter.

Razzeca agrees to maintain a current California driver's license at all times as a condition of his employment with MLHD. Razzeca also agrees to keep his Penal Code Section 832 certification current at all times.

Section 7. Compliance with Law

Razzeca shall during his employment hereunder comply with all laws and regulations applicable to such employment.

Section 8. Indemnity and Defense

MLHD agrees to extend to Razzeca as to any action or proceeding brought on account of any act or omission of Razzeca within the scope of services provided for MLHD pursuant to Section 7 of this Agreement, those rights of indemnification, including the right that MLHD pay any judgment or any compromise or settlement of an action, and the right to provision for a defense of actions or processing, as are provided for employees of a public entity by the provisions of Division 3.6 of Title 1 of the California Government Code.

Section 9. Materials and Supplies

MLHD agrees to supply Razzeca with supplies necessary to accomplish the duties of General Manager. MLHD will also provide necessary administrative and clerical assistance to support activities required by this Agreement.

Section 10. Merger; Amendments; Waiver

This writing is intended as a complete and exclusive statement of the terms of the Agreement by the parties hereto.

Amendments to the provisions of this Agreement except for salary and/or benefits adjusted by Board resolution shall be made only by written and signed amendment to this Agreement.

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the dates set forth below.

MOSS LANDING HARBOR DISTRICT

By: _____
Russ Jeffries, President
Board of Commissioners

Date: _____

GENERAL MANAGER/HARBORMASTER

By: _____
Thomas Razzeca

Date: _____

Countersigned

By: _____
James Goulart, Secretary
Board of Commissioners

Date: _____