

AGENDA
RESCHEDULED REGULAR MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road
Moss Landing, CA 95039
June 28, 2016, 7 P.M.

A. CLOSED SESSION

A closed session will be held immediately prior to the public open meeting, and will begin at **5:30 p.m.** The public open meeting will begin at **7:00 p.m.**, or as soon thereafter as the Closed Session is concluded, and any action taken at the Closed Session will be reported out at that time.

1. Confer with real property negotiators pursuant to Government Code §54956.8 regarding APN 413.022.003 (NH Building Pad). Negotiating parties: General Manager and District Counsel.
2. Confer with real property negotiators pursuant to Government Code §54956.8 regarding proposed fencing at North Harbor on State Parks/District boundary (west side). Negotiating parties: General Manager and District Counsel.
3. Confer with legal counsel and General Manager regarding one (1) matter of significant exposure to litigation pursuant to Government Code §54956.9(d)(2).
4. Confer with legal counsel and General Manager regarding one (1) matter of potential litigation pursuant to Government Code § 54956.9(a): Claim of Samuel Frazier.
5. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park (formerly National Refractories). Negotiating parties: General Manager and District Counsel.
6. Confer with legal counsel and General Manager regarding two (2) matters of litigation pursuant to Government Code § 54956.9(a): 1. Catalano vs. MLHD and 2. Deyerle vs. MLHD.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Roll Call

Russ Jeffries – President	Linda G. McIntyre – General Manager
Tony Leonardini – Vice President	Mike Rodriguez – District Counsel
Vince Ferrante – Secretary	Tom Razzeca – Assistant General Manager
Andrew Amaral - Commissioner	Marie Della Maggiore – Dir. Of Administrative Services, Executive Assistant to the GM
Peggy Shirrel - Commissioner	

C. PRESIDENT'S REMARKS

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

D. PUBLIC COMMENTS

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

E. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine by the Board of Harbor Commissioners and will be enacted by one motion at the appropriate time. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. Approval of the May 31, 2016 Rescheduled Regular Meeting Minutes.
2. Approval of the City of Seaside Proposed Tax Sharing Agreement.

F. TREASURER'S REPORT

3. Financial Reports – Month ending May 31, 2016.

G. MANAGER'S REPORTS

The General Manager will make oral or written presentations on the below listed 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.

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

H. COMMITTEE REPORTS

11. Finance Committee – Chair Ferrante/V. Chair Leonardini
12. Elkhorn Slough Advisory Committee – Amaral/Alt. Leonardini
13. Special Districts/LAFCO – Jeffries/Ferrante
14. Liveboard Committee – Chair Amaral/V. Chair Jeffries
15. Harbor Improvement Committee – Chair Shirrel/V. Chair Amaral
16. Real Property Committee I – Chair Leonardini/V. Chair Jeffries
17. Real Property Committee II – Chair Ferrante/V. Chair Shirrel
18. Meetings Commissioners attended at District Expense (AB 1234 requirement)

I. NEW BUSINESS

19. ITEM – Update on North Harbor wharf/visitor dock access erosion emergency repair project.
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action
20. ITEM - Consider approving the District's insurance renewal package.
 - a. Staff report
 - b. Public comment
 - c. Board discussion
 - d. Board action

21. ITEM – Consider financing options for the District’s annual insurance renewal premium.

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

22. ITEM – Consider and select a candidate for CSDA Board of Directors, Coastal Network, Seat B.

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

23. ITEM – Consider denying the claim of Samuel Frazier.

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

24. ITEM – Consider State Parks’ proposed fencing on the west side of North Harbor.

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

25. ITEM – Consider request from the ESNERR for Ramsar wetland designation.

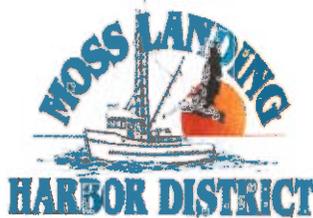
- a. Staff report
- b. Public comment
- c. Board discussion
- d. Board action

J. COMMISSIONERS COMMENTS AND CONCERNS

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

K. ADJOURN MEETING

The next Regular Meeting of the Board of Harbor Commissioners is scheduled for July 27, 2016 at the offices of the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA 95039. Individuals who require special accommodations are requested to contact the Executive Assistant to the General Manager by calling 831.633.5417 or by emailing dellamaggiore@mosslandingharbor.dst.ca.us no less than 72 hours prior to the meeting or in the case of a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to the meeting and may be obtained by logging onto www.mosslandingharbor.dst.ca.us or by contacting the District at 831.633.5417. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



**MINUTES
RESCHEDULED REGULAR MEETING
OF THE BOARD OF HARBOR COMMISSIONERS
MOSS LANDING HARBOR DISTRICT
7881 Sandholdt Road
Moss Landing, CA 95039
May 31, 2016, 7 P.M.**

A. CLOSED SESSION

The Board adjourned to closed session at 6:00 p.m. to discuss the following:

1. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park (formerly National Refractories). Negotiating parties: General Manager and District Counsel.
2. Confer with real property negotiators pursuant to Government Code §54956.8 regarding APN 413.022.003 (NH Building Pad). Negotiating parties: General Manager and District Counsel.
3. Confer with legal counsel and General Manager regarding two (2) matters of litigation pursuant to Government Code § 54956.9(a): 1. Catalano vs. MLHD and 2. Deyerle vs. MLHD.
4. Confer with legal counsel and General Manager regarding two (2) matters of significant exposure to litigation pursuant to Government Code §54956.9(d)(2).

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:04 p.m. After the Pledge of Allegiance, roll was called

Commissioners present:
Russ Jeffries – President
Tony Leonardini – Vice President
Vince Ferrante – Secretary
Peggy Shirrel - Commissioner
Commissioners excused:
Andrew Amaral - Commissioner

Staff present:
Linda G. McIntyre – General Manager
Mike Rodriguez – District Counsel
Tom Razzeca – Assistant General Manager
Marie Della Maggiore – Dir. Of Administrative Services, Assistant to the GM

C. PRESIDENT'S REMARKS

President Jeffries reported that the Board met in closed session; no reportable action was taken and direction was given to the General Manager and District Counsel.

D. PUBLIC COMMENTS

No comments.

E. CONSENT CALENDAR

A motion was made by Commissioner Shirrel and seconded by Commissioner Ferrante to approve the April 27, 2016 Regular Meeting Minutes and the May 17, 2016 Special Meeting Minutes. The motion passed 4-0-1 on a roll call vote; Commissioners Jeffries, Leonardini, Ferrante and Shirrel voting aye; Commissioner Amaral absent.

F. TREASURER'S REPORT

3. Written report. GM McIntyre gave the following highlights for the month ending April 30, 2016 financial report.

- Marina revenues are better than budget by \$42K. South Harbor parking is better by \$39K, temporary berthing is better by \$13K, and Liveaboard fees are better by \$6K. Assigned and transient berthing are below budget by \$5K and \$11K respectively.

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- Marina expenses are lower than budgeted by \$126K largely due to a combination of repairs and maintenance costs that have not yet been expended.
- Marina operations shows a year-to-date profit of \$57K which is higher than budgeted by \$168K.
- Lease and other operating revenues are better than budget by \$73K.
- Lease and other operating expenses are slightly below budget by \$4K.
- Lease and other operations show a year-to-date profit of \$604K which is higher than budget by \$78K.
- For the 10-month period, combined operations show an overall profit of \$661K which is higher than budget by \$246K.

GM McIntyre commented that this was pretty good news based on the dismal salmon and crab seasons and with only two months left in this fiscal year it looks like we will end up within budget. A motion was made by Commissioner Leonardini and seconded by Commissioner Ferrante to accept the month-ending April 30, 2016 financial report. The motion passed 4-0-1 on a roll call vote; Commissioners Jeffries, Leonardini, Ferrante and Shirrel voting aye; Commissioner Amaral absent.

G. MANAGER'S REPORTS

The General Manager will make oral or written presentations on the below listed 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.

4. Projects Status/Update – Written report, no additional comments.
5. Community Relations; Requests/Issues – Written report. Commissioner Ferrante said he thought the feature story KION broadcasted from Moss Landing was very good.
6. Summary of Permits Issued – Written report, no additional comments.
7. Meeting Announcements – Written report, no additional comments.
8. Assigned Liveboard Report – Written report, no additional comments.
9. Assigned Slip Income Report – Written report, no additional comments.
10. Incident Report – Written report, no additional comments.

H. COMMITTEE REPORTS

11. Finance Committee – No meetings reported.
12. Elkhorn Slough Advisory Committee – Commissioner Leonardini reported to the Board on a project in which the Elkhorn Slough National Estuarine Research Reserve has asked the District to participate. The Reserve is applying under the Ramsar Convention Treaty to have the wetlands designated as a “Wetland of International Importance”. Commissioner Leonardini reviewed the information provided and is skeptical of the impacts. He does not want yet another agency or regulation dictating to the District how they can and cannot use the resources under its jurisdiction. The committee, Commissioners Leonardini and Amaral, will meet with GM McIntyre and bring a recommendation back to the full Board.
13. Special Districts/LAFCO – No meetings reported.
14. Liveboard Committee – No meetings reported.
15. Harbor Improvement Committee – No meetings reported.
16. Real Property Committee I – Commissioner Leonardini said the District is again being solicited for a letter of support of grant funds for the next Moss Landing section of the Monterey Bay Sanctuary Scenic Trail. It is important that the bridge segment be included.
17. Real Property Committee II – No meetings reported.
18. Meetings Commissioners attended at District Expense (AB 1234 requirement) – Commissioner Ferrante reported on CSDA’s Legislative Days that he attended in Sacramento.

I. PUBLIC HEARING

19. ITEM – Public Hearing and Fixing of the Final Budget of the Moss Landing Harbor District for the Fiscal Year 2016-2017. Recommendation: Hold Public Hearing, receive comments and make adjustments as necessary. Fix Final Budget.

- a. Staff report – GM McIntyre gave the staff report.
- b. Open Public Hearing – President Jeffries opened the Public Hearing. There were no public comments (no members of the public were present).
- c. Close Public Hearing – President Jeffries closed the Public Hearing.
- d. Board discussion – Commissioner Shirrel commented that the Committee Chair, Commissioner Leonardini, has a good understanding of the District Budget and did a good job. Commissioner Ferrante asked about the amount budgeted for election costs. Commissioner Leonardini said it was based on past experience but may go higher as it is a Presidential election and more voters are expected to register.
- e. Board action – A motion was made by Commissioner Ferrante and seconded by Commissioner Jeffries to fix the final budget for the FY 2016/2017. The motion past 4-0-1 on a roll call vote; Commissioners Jeffries, Leonardini, Ferrante and Shirrel voting aye; Commissioner Amaral absent.

J. NEW BUSINESS

20. ITEM – Update on North Harbor wharf/visitor dock access erosion emergency repair project.

- a. Staff report – GM McIntyre gave the staff report.
- b. Public comment – No public comment.
- c. Board discussion – No further discussion.
- d. Board action – The Board by consensus agreed that the emergency conditions necessitating the project still exist and that all terms and conditions of Resolution 16-01 remain in effect.

21. ITEM - Update on B Dock emergency finger replacement project.

- a. Staff report – GM McIntyre gave the staff report.
- b. Public comment – No public comment.
- c. Board discussion – No further discussion.
- d. Board action – A motion was made by Commissioner Leonardini and seconded by Commissioner Shirrel to declare that appropriate repairs have been made to B-Dock and that the previously established emergency has been terminated. The motion passed 4-0-1 on a roll call vote; Commissioners Jeffries, Leonardini, Ferrante and Shirrel voting aye; Commissioner Amaral absent.

22. ITEM – Consider Adopting Ordinance No. 200 amending Chapter 20, “District Fee Schedule”.

- a. Staff report – GM McIntyre gave the staff report.
- b. Public comment – No public comment.
- c. Board discussion – Commissioner Shirrel asked how we were doing compared to the rates of Monterey and Santa Cruz harbors. GM McIntyre responded that we are still the lowest in Monterey Bay.
- d. Board action – A motion was made by Commissioner Ferrante and seconded by Commissioner Shirrel to adopt Ordinance No. 200 amending the District fee schedule. The motion passed 4-0-1 on a roll call vote; Commissioners Jeffries, Leonardini, Ferrante and Shirrel voting aye; Commissioner Amaral absent.

23. ITEM – Consider adopting Resolution No. 16-17 approving or disapproving the proposed changes to the CSDA Bylaws.

- a. Staff report – GM McIntyre gave the staff report.
- b. Public comment – No public comment.
- c. Board discussion – No further discussion.

d. Board action – A motion was made by Commissioner Shirrel and seconded by Commissioner Leonardini to adopt Resolution No. 16-17 approving the proposed changes to CSDA Bylaws. The motion passed 4-0-1 on a roll call vote; Commissioners Jeffries, Leonardini, Ferrante and Shirrel voting aye; Commissioner Amaral absent.

K. COMMISSIONERS COMMENTS AND CONCERNS

Commissioner Shirrel congratulated Assistant GM Tommy Razzeca on receiving a scholarship to the Leadership Summit. Commissioner Ferrante commented that he noticed activities have really picked up around the harbor, especially on the weekends and he commended the weekend staff for handling it all. Commissioner Leonardini commented that the blue whales are attracting visitors and they are jaw-dropping to observe. President Jeffries said he would like staff to look into having solar panels installed; that the Salinas Rodeo grounds had them installed at no cost. By consensus, the June 29th meeting was rescheduled to Tuesday, June 28, 2016 due to a scheduling conflict of the President.

L. ADJOURN MEETING

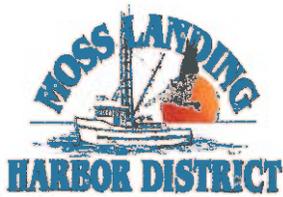
President Jeffries adjourned the meeting at 8:00 p.m.

Respectfully submitted.

Vince Ferrante, Secretary
Board of Harbor Commissioners

ATTEST:

Linda G. McIntyre, Deputy Secretary
Board of Harbor Commissioners



BOARD OF COMMISSIONERS

Russell Jeffries
Tony Leonardini
Vincent Ferrante
Andrew Amaral

Margaret "Peggy" Shirrel, Ph.D.

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

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

ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

ITEM NUMBER 02 – SEASIDE TAX SHARING AGREEMENT BOARD MEETING OF JUNE 28, 2016

The City of Seaside Redevelopment Agency owned property next to the Bayonet and Blackhorse Golf Courses. Redevelopment agencies were dissolved by law a few years ago, and generally were required to dispose of their real property assets. The proceeds from the sale of former Redevelopment Agency property is required to be shared by all affected taxing entities. The City of Seaside former Redevelopment Agency is selling the referenced property.

Evidently a very small portion of the property is within the jurisdictional boundaries of the Harbor District resulting in our share of the proceeds of the sale being set at \$8.00 (Eight and No/100 Dollars).

The formality of accepting the proceeds is the execution of the attached Master Taxing Entity Agreement. District Counsel has reviewed the request and the agreement and found them to be in compliance with standards for transactions of this type under the law.

Staff recommends the Board authorize the General Manager to execute the Master Taxing Entity Agreement.

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Item E.2. 6-28-16



CITY MANAGER
440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6700
FAX (831) 899-6227

June 1, 2016

RECEIVED

JUN 0 8 2016

Linda G. McIntyre, Esq.
General Manager/Harbor Master
Moss Landing Harbor District
7881 Sandholdt Rd.
Moss Landing, CA 95039

Dear Ms. McIntyre,

As you may be aware, the City of Seaside has been working for sometime to establish a golf resort on the property adjacent to the Bayonet and Blackhorse Golf Courses. This property was owned by the Redevelopment Agency, and now, subsequent to the dissolution of redevelopment agencies in California, dissolution law requires that the proceeds from the sale of this property be shared by all of the taxing entities.

Because your agency is one of the effected tax sharing entities, I am writing to you today to share a proposed development and the related tax sharing agreement with you. (See attachments to this letter.) The City of Seaside staff has presented this proposal and agreement to our Oversight Board at an information meeting on May 16, 2016. The Oversight Board reacted favorably to the proposal.

I request that you present this to your Board and seek their approval of the tax sharing agreement. I would be happy to come to your meeting to provide input to your Board.

I will contact you in the next two weeks to see if you have any questions or if I can be of assistance to you and your staff. In the meantime, if you have any questions or would like to discuss the proposal in more detail, please call me at 831-899-6703 or email me at cmalin@ci.seaside.ca.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Malin", is written over a faint, circular blue stamp or watermark.

Craig Malin
City Manager

Golf Resort Project Description

In 1996, the City purchased the Bayonet and Black Horse golf courses from the Army. The purchase was the first step in implementing the City's vision to redevelop the former Army golf courses into a world class tourist destination to replace the economic engine that had previously underpinned the City's economy when the Former Fort Ord closed.

In 2005, the City, acting through its Redevelopment Agency, entered into a Disposition and Development Agreement (DDA) with a developer to make the Seaside Resort a reality. Unfortunately, the "great recession" of 2008 slowed the project, and then in February 2012 the State of California dissolved the City's Redevelopment Agency, and in the process, placed the Seaside Resort project in limbo.

Since the dissolution of the Former Agency, the City has worked diligently with the State Department of Finance (DOF) and the Oversight Board to satisfy all of the requirements of the Successor Agency's Long Range Property Management Plan (LRPMP) which, when satisfied, will free the City to move forward toward the completion of this project. The Master Taxing entity Agreement is one of the last steps in satisfying LRPMP requirements. Upon execution of this Agreement, the City is in a position to restart the project and realize its vision of redeveloping the golf courses into a world class destination.

Concurrently with the City's work with DOF and the Oversight Board, the City has successfully negotiated with Seaside Resort Development, the initial developer, to amend the DDA and related agreements, to bring in a world class resort hotel developer who possesses the experience and financial wherewithal to restart, reenergize and build the resort. When completed the project will encompass a 300+ room luxury resort hotel with amenities comparable to The Inn at Spanish Bay and the Ritz Carlton Half Moon Bay. The project will be a true asset to the Seaside and Monterey Peninsula communities. We are excited to be at the threshold of success and are looking forward to completing the Master Taxing Entity Agreement and achieving our goal.

MASTER TAXING ENTITY AGREEMENT

This **MASTER TAXING ENTITY AGREEMENT** (this "Agreement", which is a so-called "compensation agreement under Health and Safety Code Section 34180(f)), is dated as of _____, 2016, and is entered into by and among the City of Seaside ("City") and the following public agencies (the City and the public agencies are each a "Taxing Entity" or "Party", and collectively the "Taxing Entities" or "Parties"):

County General Fund
County Library
Monterey County Water Resources Agency
Monterey County Water Resources Agency, Zone 11
Monterey Peninsula Water Management Agency
Monterey Peninsula Regional Parks
North Salinas Valley Mosquito Abatement District
Moss Landing Harbor District
Seaside County Sanitation District
Monterey County Office of Education
Monterey Peninsula Unified School District
Monterey Peninsula Community College
ERAF

RECITALS:

A. The Redevelopment Agency of the City of Seaside (the "Former Agency") entered into a Disposition and Development Agreement with Seaside Resort Development, LLC ("Developer"), dated as of July 7, 2005, with respect to an approximately 80-acre site located at the northwest corner of General Jim Moore Boulevard and Coe Avenue in the City of Seaside ("City"), and then amended it by a First Amendment dated March 15, 2007, and a letter dated April 15, 2009 ("SRD DDA").

B. Pursuant to the SRD DDA, the Developer acquired 30 "early start lots" from the Former Agency. The property subject to the SRD DDA, less such 30 lots sold to the Developer, is approximately 70 acres and is hereinafter referred to as the "Site".

C. Pursuant to AB X1 26 (enacted in June 2011), as modified by the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011) (*Matosantos*), the Former Agency was dissolved as of February 1, 2012, the Successor Agency to the Redevelopment Agency of the City of Seaside ("Successor Agency") was established, and an oversight board to the Successor Agency ("Oversight Board") was established. Pursuant to California Health and Safety Code ("HSC") Section 34175(b) and the California Supreme Court's decision in *Matosantos*, on February 1, 2012, properties of the Former Agency transferred to the control of the Successor Agency by operation of law, including the Site.

D. The Successor Agency and the Developer then entered into an Amended and Restated Disposition and Development Agreement, dated February 5, 2014, with respect to the

Site (“DDA”) which was approved by the California Department of Finance (“DOF”), and which gave the Developer certain credit against the purchase price for acquisition of the various portions or phases of the Site and extended deadlines for completion of the hotel and residential project described therein (“Project”).

E. Pursuant to HSC Section 34191.5(b), the Successor Agency prepared a long-range property management plan which addresses the disposition and use of the properties of the Former Agency, including the Site. By letter dated May 29, 2015, the DOF approved the LRPMP, as revised (“LRPMP”). Accordingly, the properties identified in the LRPMP, including the Site, were transferred to the Community Redevelopment Property Trust Fund (the “Trust Fund”) of the Successor Agency.

F. Pursuant to HSC Section 34191.3, the LRPMP shall govern and shall supersede all other provisions of the Dissolution Act (AB X1 26, as modified and amended) relating to the disposition of the real property assets of the Former Agency.

G. Although the Site is encumbered by the DDA, which is an enforceable obligation of the Former Agency, the LRPMP provides for the transfer of the Site by the Successor Agency from the Trust Fund to the City for future development of the Project, subject to the City entering into a compensation agreement with each of the Taxing Entities to compensate them for the Site in proportion to each Taxing Entity’s share of the base property tax as determined pursuant to HSC Section 34188. The Site was moved from the enforceable obligation category to the future development category in the revised LRPMP to address the DOF’s direction (given in connection with the DOF’s approval of the DDA) to consider options to expeditiously wind down the affairs of the Former Agency, including assigning administration of the DDA to the City and transferring the Site to the City.

H. The Successor Agency intends to assign its rights and obligations in and under the DDA to the City and convey the Site to the City and enter into an agreement with the City for the City to administer the DDA.

I. The Parties are entering into this Agreement to provide for the City to compensate the Taxing Entities for the Site in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COMPENSATION, BOTH MONETARY AND NONMONETARY, AND THE COVENANTS PROVIDED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are a substantive part of this Agreement.

Section 2. Compensation. The Taxing Entities agree that the City will pay compensation to the Taxing Entities for the Site as follows:

(i) The total compensation will be equal to the sales proceeds received by the City from the Developer for the periodic sales of portions or “phases” of the Site in accordance with the terms of the DDA, less the costs of sale to be borne by the City under the terms of the DDA;

(ii) The total compensation will be paid in installments which correspond (both in the amount and the timing of the payment) with the Developer's acquisition of the Site in phases, as provided for in the DDA;

(iii) The City will remit the sales proceeds received by the City in connection with each closing within ten (10) business days of the City's receipt thereof to the Monterey County Auditor-Controller for remittance by the Auditor-Controller to the Taxing Entities in proportion to their shares of the base property tax as determined pursuant to HSC Section 34188 at the time of the payment; provided that if the Monterey County Auditor-Controller notifies the City to remit payments directly to the Taxing Entities, the City will make payments to the Taxing Entities in proportion to their shares of the base property tax as determined by the Auditor-Controller pursuant to HSC Section 34188 at the time of the payment by check delivered to their addresses listed on their respective signature pages hereof within ten (10) business days of the City's receipt of sale proceeds; and

(iv) The legal description of the Site, purchase prices, credits and schedule of performance are described in the DDA. The Taxing Entities acknowledge receipt of a copy of the DDA.

Section 3. Consent to Transfer of the Site, Assignment of DDA, and Amendment of DDA. The Taxing Entities hereby irrevocably consent to (i) the Successor Agency transferring the Site to the City in accordance with the approved LRPMP; (ii) the Successor Agency assigning its rights and obligations in and under the DDA to the City in accordance with the approved LRPMP; and (iii) following such assignment, the City entering into an amended and restated DDA with a new developer (which supersedes the existing DDA and includes the City's consent to an assignment by the Developer of the DDA to the new developer); provided that the amended and restated DDA does not reduce the purchase prices to be paid for the Property under the DDA or materially extend the deadlines in the DDA for sales of phases of the Site.

Section 4. Effective Date. The effective date of this Agreement will be the date that all of the following have occurred: (i) the Parties have executed this Agreement, (ii) the Successor Agency has conveyed the Site to the City, and (iii) the Successor Agency and the City have entered into an agreement in which the Successor Agency assigns its rights and obligations in and under the DDA to the City.

Section 5. Authorization. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party. In addition:

(a) The County of Monterey (the "County") warrants that in addition to entering into this Agreement by and on behalf of the County, the County has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the County General Fund (Fund No. 19000) and the County Library (Fund No. 19500);

(b) The Monterey County Office of Education (the "MCOE") warrants that in addition to entering into this Agreement by and on behalf of the MCOE, the MCOE has the legal

power, right, and authority to enter into this Agreement on behalf of, and to bind, the ERAF (Fund No. 01700); and

(c) The Monterey County Water Resources Agency (the "MCWRA") warrants that in addition to entering into this Agreement by and on behalf of the MCWRA, the MCWRA has the legal power, right, and authority to enter into this Agreement on behalf of, and to bind, the Monterey County Water Resources Agency, Zone 11 (Fund No. 3800).

Section 6. No Personal Liability. No official, agent, or employee of any Party shall be individually or personally liable for any amount which may become due under this Agreement or on any obligations under the terms of this Agreement.

Section 7. Assignment. This Agreement shall not be assignable by any Party without the prior written consent of the other Parties.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

Section 9. Further Assurances. The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 10. Notices. All notices and other communications shall be given or made in writing by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight messenger service. Notices shall be considered given upon (i) one business day following timely deposit with a nationally recognized overnight courier service, charges prepaid, or (ii) three business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as specified on the signature pages of this Agreement; provided that if a Party gives notice of a change of name or address, notices to such Party shall thereafter be given as specified in that notice.

Section 11. Severability. If one or more of the covenants or agreements provided in this Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 12. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

Section 13. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 14. Governing Law. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 15. Amendments. This Agreement may be amended from time to time by written instrument executed by all of the Parties, provided that if an amendment only affects a particular Taxing Entity or Taxing Entities, this Agreement may be amended by written instrument executed by the City and the particular Taxing Entity or Taxing Entities affected by the amendment.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

City of Seaside

By: _____

Print Name: _____

Title: _____

Attest by: _____

City Clerk

Approved as to form:

Address for Notices:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93995
Attn: City Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the County of Monterey, the County General Fund and the County General Library.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

County Counsel

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Water Resources Agency and Monterey County Water Resources Agency, Zone 11.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Water Management Agency

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Regional Parks

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

North Salinas Valley Mosquito Abatement District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Moss Landing Harbor District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Seaside County Sanitation District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

The undersigned authorized signature hereby executes this Agreement on behalf of the Monterey County Office of Education and ERAF.

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Unified School District

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Monterey Peninsula Community College

By: _____

Print Name: _____

Title: _____

Attest by: _____

Approved as to form:

Address for Notices:

EXHIBIT "A"

Taxing Entities and Their Existing Percentage Shares

Code	Name	Percentage of Revenues
19000	County General Fund	0.135471
19500	County Library	0.015822
21000	City of Seaside	0.209487
37000	Monterey County Water Resources Agency	0.000883
38000	Monterey County Water Resources Agency, Zone 11	0.000137
43500	Monterey Peninsula Water Management Agency	0.004986
44600	Monterey Peninsula Regional Parks	0.009004
47300	North Salinas Valley Mosquito Abatement District	0.004746
47400	Moss Landing Harbor District	0.000001
48000	Seaside County Sanitation District	0.014717
25300	Monterey County Office of Education	0.031497*
27400	Monterey Peninsula Unified School District	0.517375*
27800	Monterey Peninsula Community College	0.055873*
01700	ERAF	0.000000*
		<u>1.000000</u>

*For the purpose of distributing the proceeds of property sales to the Taxing Entities, the ERAF percentage share is allocated among the Monterey County Office of Education, the Monterey Peninsula Unified School District, and the Monterey Peninsula Community College.

Seaside Successor Agency
SRD Land Sales through 2029
Estimated Distribution by Taxing Entity

Fund No.	Taxing Entity Name	Distribution Factors for Asset Sale Proceeds	Estimate of Distribution of Asset Proceeds
	ESTIMATED LAND SALE PROCEEDS		13,175,000
19000	County General Fund	13.5471%	1,784,832
19500	County Library	1.5822%	208,453
21000	City of Seaside	20.9487%	2,759,988
37000	Monterey County Water Resources Agency	0.0883%	11,636
38000	Monterey County Water Resources Agency, Zone 11	0.0137%	1,811
43500	Monterey Peninsula Water Management Agency	0.4986%	65,695
44600	Monterey Peninsula Regional Parks	0.9004%	118,632
47300	North Salinas Valley Mosquito Abatement District	0.4746%	62,533
47400	Moss Landing Harbor District	0.0001%	8
48000	Seaside County Sanitation District	1.4717%	193,897
25300	Monterey County Office of Education	3.1497%	414,975 *
27400	Monterey Peninsula Unified School District	51.7375%	6,816,417 *
27800	Monterey Peninsula Community College	5.5873%	736,124 *
01700	ERAF	<u>0.0000%</u>	<u>0.00</u> *
		<u>100.0000%</u>	<u>13,175,001</u>

*For the purpose of distributing the proceeds of property sales to the Taxing Entities, the ERAF percentage share is allocated among the Monterey County Office of Education, the Monterey Peninsula Unified School District, and the Monterey Peninsula Community College.



7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

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BOARD OF COMMISSIONERS
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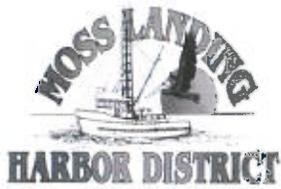
GENERAL MANAGER
HARBORMASTER
Linda G. McIntyre, Esq

STAFF REPORT

ITEM NUMBER 4 – PROJECT STATUS BOARD MEETING OF JUNE 28, 2016

WHEN	WHAT	STATUS			COMMENTS
		DONE	ON TARGET	REVISED	
During NH Building Construction	Install electrical lights around the perimeter of NH parking lot as budget permits.			X	Awaiting relocation of electrical box during NH Building project. This will be an ongoing project. We will commence obtaining new permits as appropriate.
After NH Building Construction	Postponed due to budget constraints* Repair Cannery Building unimproved parking lot Lease proposal for site is pending.			X	Lease proposal for this site is pending as of June 2015; meeting proposed for February 2016.
After NH Building Construction	Postponed due to budget constraints* install hardwood in Assistant GM's, Executive Assistant's and the GM's offices			X	Postponed due to budgeting constraints.
2015 - 2017??	Improve area around B dock entrance to a park-like setting			X	Follows undergrounding of electric pole next to B Dock by PG&E.
After NH Building construction	Postponed due to budget constraints* Magnetic Key Card system installation			X	B, C & J Docks completed; Next Docks: G & I dock @ \$3K per gate plus \$2200 if a relay is needed.
Sometime in 2016	Tsunami Shoreline Erosion Project			X	Obtained FEMA extension of completion deadline to 12.31.16; pending permit approvals
Emergency Repairs by end of summer 2016	NH pedestrian wharf and gangway access erosion			X	Ei Niño storms created emergency; Cal Trans delaying project; required a survey at District expense & encroachment permit on their unimproved Right of Way adjacent to wharf damage.
Ongoing (started 2014)	Sea Lion deterrent fencing as needed. Alternative deterrent methods being employed with better success (constant shooting coupled with constant paintball gun use)			X	Installed in several trouble spots throughout South Harbor. Discovered fencing doesn't work except in limited circumstances.
Ongoing (started July 2015)	Replacement of three (3) HVAC Units SC Cannery Bldg (one unit replaced in October 2015)		X		One unit immediately in need of replacement was replaced October 2015.
FY 2017	NH visitor dock replacement			X	Visitor dock at NH destroyed by sea lions; because of 2 Ei Niño emergency projects will have to budget in 2017

***NORTH HARBOR BUILDING HAS PRIORITY.**



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EXECUTIVE
GENERAL MANAGER

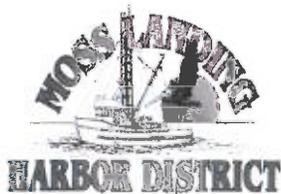
HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 5 – COMMUNITY RELATIONS REPORT BOARD MEETING OF JUNE 28, 2016

1. Assistant General Manager Tommy Razzeca Attended the General Manager's Leadership Summit in Lake Tahoe in mid-June on a scholarship that paid the registration fee from Wells Fargo Bank.
2. At the last meeting Board President Russ Jeffries asked staff to investigate fully-paid solar power based on a similar project the Salinas Rodeo had undertaken at no cost recently. Staff is following up on that request and will report findings to the Board when available.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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**EXECUTIVE
 GENERAL MANAGER
 HARBORMASTER**

Linda G. McIntyre, Esq.

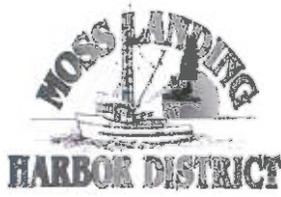
STAFF REPORT

ITEM NUMBER 6 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF JUNE 28, 2016

As of June 23, 2016

Permittee	Issue Date	Status	Permit Type	Exp. Date
Fast Raft	7/8/2015	Current	Facilities Use	7/8/2016
MLML San Jose State - R. Starr	8/16/2015	Current	Facilities Use	8/16/2016
Long Marine Lab/U.S. Geo Survey	9/1/2015	Current	Facilities Use	9/1/2016
Elkhorn Slough Safari - merchandising	10/1/2015	Current	Peddlers	10/1/2016
Elkhorn Slough Safari - tours	10/1/2015	Current	Facilities Use	10/1/2016
Blue Water Ventures	10/31/2015	Current	Facilities Use	10/31/2016
Wild Fish - Vicki Crow	11/20/2015	Current	Peddlers	11/20/2016
Blue Water Marine	11/2/2015	Current	Facilities Use	11/2/2016
Pacific Yachts - Chris Chrones	1/1/2016	Current	Facilities Use	01/1/2017
Elkhorn Slough Research Foundation	1/1/2016	Current	Facilities Use	1/1/2017
Monterey Bay Hydrobikes	2/4/2016	Current	Facilities Use	2/4/2017
Blue Ocean Whale Watch	2/18/2016	Current	Facilities Use	2/18/2017
Whisper Charters	2/22/2016	Current	Facilities Use	2/22/2017
Kahuna Sportfishing	3/19/2016	Current	Facilities Use	3/19/2017
REI Outdoor School	3/26/2016	Current	Facilities Use	3/26/2017
Venture Quest Kayaking	5/16/2016	Current	Facilities Use	5/16/2017
Kayak Connection	5/18/2016	Current	Facilities Use	5/18/2017
Secret Harbor Charter Tours	5/24/2016	Current	Facilities Use	5/24/2017
Sanctuary Cruises	6/6/2016	Renewing	Facilities Use	6/6/2017
Sea Goddess Whale Watching	6/10/2016	Current	Facilities Use	6/10/2017
SUP Shack	TBD	New App	Facilities Use	
Sea Mist Entertainment Food Truck	TBD	Approved	Peddlers	

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Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 7 – MEETING ANNOUNCEMENTS BOARD MEETING OF JUNE 28, 2016

Thursday, July 14, 2016 – 5:30-7:30 Moss Landing Community Plan update - MBARI

Sunday, July 31, 2016 – Moss Landing 46th Annual Street Faire

August 6-7, 2016 - Moss Landing Marine Labs 50th Anniversary Celebration

August 30-September 1, 2016 – The Marine Resource Education Program West Coast Workshop. Application required; commercial and recreational fishermen, scientists, managers and other marine resource professionals encouraged to apply. (207) 228-1684, www.gmri.org/mrepwest

October 15, 2016 MBARI Annual Open House will be held on October 15, 2016, www.mbari.org/about/mbari-open-house/.

2016 Meeting Schedule Monterey Bay National Marine Sanctuary Advisory Council (SAC). For more information contact Nichole Rodriguez, nichole.rodriguez@noaa.gov; 831.647.4206

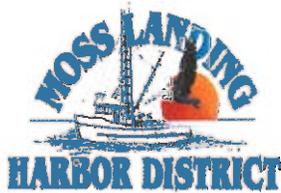
August 19th – Moss Landing
October 21st – Cambria
December 8th – Monterey

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

2016 Meeting Schedule Special Districts Association of Monterey County

(Tuesdays)
July 19, 2016
October 18, 2016

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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GENERAL MANAGER
HARBORMASTER

Linda G. McIntyre, Esq.

ITEM NUMBER 8 - ASSIGNED LIVEBOARD REPORT BOARD MEETING OF June 28, 2016

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

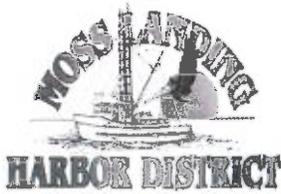
LIVEBOARDS

<u>Name</u>	<u>Vessel</u>
1. Avis, S.	<i>Sportfisher</i> , ON 556296
2. Anderson, T.	<i>Lanikai</i> CF 4134N
3. Auten, D.	<i>Serenity</i> , CF 8246 VH
4. Bachmanova A. / Perpignani R.	<i>Espresso</i> , ON991915
5. Bohigian, D.	<i>Finesse</i> , CF 3764 ET
6. Burns, P.	<i>Tralfamadore</i> , CF 9430 GL
7. Byrnes, K.	<i>Grand Slam</i> , CF 4540 FE
8. Callahan, T.	<i>Deb on Air</i> , CF 3174 HA
9. Cayuela, R.	<i>Rachel Angelet</i> , CF 6969 UB
10. Chojnowski, G. / Barker L.	<i>Moon Shadow</i> , CF 2325 SZ
11. Clark, N.	<i>China Cloud</i> , ON 999772
12. Cloer, J. /Ajuria M.	<i>Laurie</i> , CF 2688 EX
13. Chambers, B.	<i>Pyxis</i> , ON 984193
14. Comendant, T.	<i>Mariah</i> , CF 9747 GR
15. Crow, F.	<i>Tortuga</i> , ON 1190479
16. Degnan, P.	No Name, CF 8344 GT
17. Delahanty, G., Ray	<i>Dreamer</i> 8370 EA
18. Elwell, G.	<i>Pearl</i> , ON 557575
19. Faneuf, C. / Clifford L.	<i>Sandpiper</i> , CF 6280 EU
20. Felicano, J.	<i>Takara</i> , CF 3767 AS
21. Graham, D.	<i>Shelter Dog</i> , ON 593068
22. Harrington, H.	<i>Isle of View</i> , ON 997142
23. Ho, R.	<i>Carolynn Ann</i> CF 5796 FG
24. Heatley, J.	<i>Darla Jean</i> , CF 2303 UN
25. Jerred, D.	<i>Westwind</i> , CF8564 GM
26. Groom D	<i>Phoenix</i> , CF 5084 GJ
27. Jones, H.	<i>Laetare</i> , CF 5495 YB
28. Jones, T.	<i>Sanity</i> , CF 5249 SC

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

- | | |
|---------------------------------------|------------------------------------|
| 29. Johnson, J. /LaFever M. | <i>Aztlan</i> , ON 281903 |
| 30. Kampas,B./ Kampas T. | <i>Tee-Time</i> CF 5670 UY |
| 31. Knudson L./Knudson A. | <i>Spellbound</i> , ON 082155 |
| 32. Kurle L. | <i>Sweet Liberty</i> ON 105217 |
| 33. Larke, R. | <i>Rhiannon</i> , CF 8551 CA |
| 34. Bernett G. | <i>Zinful</i> , CF 5419 JG |
| 35. Maris, T. | <i>Nimble</i> , CF 3730 KB |
| 36. Markley, S. | <i>Olivia</i> , CF 0322 VP. |
| 37. Nieman J. | <i>Inia</i> , ON 1074183 |
| 38. Niswonger, R. | <i>Illusion</i> , CF 0836 TA |
| 39. Nunes, D. | <i>Auroora</i> , ON 676686 |
| 40. Otis, T. | <i>Blue Moon</i> , CF 1886 GT |
| 41. Phelps, B. / Gruber R. | <i>Shadow II</i> , ON 661129 |
| 42. PhillipsA/FlavinS/FlavinC/FlavinS | <i>Odyle</i> , ON 559168 |
| 43. Power, O. | <i>La Haina</i> , CF 1275 CV |
| 44. Raaphorst, D./Raaphorst M. | <i>Spirit</i> , ON 664971 |
| 45. Reins, D. | <i>Second Paradise</i> , ON 912484 |
| 46. Rotger, M. | <i>Raven</i> , ON 241650 |
| 47. Roulet, J. | <i>Double Eagle</i> , ON 519846 |
| 48. Piro, Daniel | <i>Gulf Star</i> CF 6082 GL |
| 49. Schuber, T. | <i>Bulldog</i> , ON 1219673 |
| 50. Stegmann, R. | <i>Wild Goose</i> , ON 589319 |
| 51. Stark, H. | <i>Outta Here</i> , CF 8370 EA |
| 52. Snyder, R. | <i>Jeannie B</i> , ON 261236 |
| 53. Thomas, B. | <i>Coho</i> , CF 9974 KK |
| 54. Tufts, M. | <i>Enchantress</i> , CF 0878 SX |
| 55. Warren, R. | <i>La Wanda</i> , CF 5014 FR |
| 56. Whaley, C/ Whaley C. | <i>Karuna</i> , ON 653218 |
| 57. Woytek, B. | <i>Menez La Vie</i> , ON 6700921 |
| 58. Wolinski, Peter | <i>Ramona</i> , ON 1114657 |
| 69. Waters, J./Waters, M. | No Name CF 5670 GD |

Total Number Vessels:	59
Total Number Persons:	73
Pending Applications:	1



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7881 SANDHOLDT ROAD
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HARBORMASTER
 Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 9 - SLIP INCOME REPORT
 BOARD MEETING OF JUNE 28, 2016

Slip Rates 2015/2016 per linear foot:

Assigned: \$7.15/ft./month
 Temporary: \$11.35/ft./month
 Transient: \$1.00/ft./day

INCOME

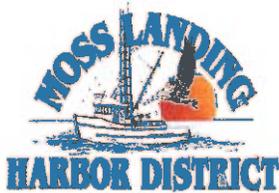
May 2016
 \$158,452

May 2015
 \$148,843

May 2016 Budget
 \$153,517

We are above budget by \$4,934, due primarily to higher temporary and transient berthing revenue. We are above prior year by \$9,609, largely due to higher temporary and transient berthing revenue over the prior year.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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ASSISTANT GM/ASSISTANT HM
Tom Razzeca

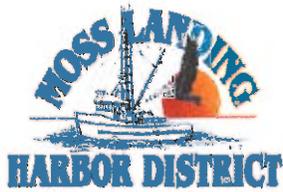
STAFF REPORT

ITEM NUMBER 10 – INCIDENT REPORT BOARD MEETING OF JUNE 28, 2016

6/11/2016 Night staff heard a disturbance in the South Harbor parking lot in the early morning hours. Staff noticed a possibly intoxicated person who was shouting and creating a disturbance. Staff contacted the Monterey County Sheriff who responded but did not find the individual. No further information.

6/21/2016 A small bag containing an illegal substance was found by staff in the Harbor parking lot. Staff contacted the Monterey County Sheriff, filed a report and turned the bag over to the deputy. No further information.

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GENERAL MANAGER/HARBOR MASTER
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ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

ITEM NUMBER 19 – North Harbor Erosion Emergency - UPDATE
BOARD MEETING OF June 28, 2016

Resolution 16-01, declaring El Niño-caused erosion at the North Harbor wharf access an emergency, states that Staff and the Board shall review the status of the emergency at every regularly scheduled meeting to determine whether the emergency can be terminated.

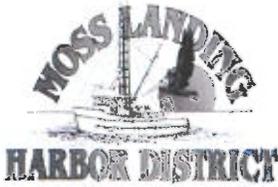
Erosion continues to deteriorate the wharf access and the electrical panel pad. Our engineering consultant is preparing more extensive drawings per the requirements of a CalTrans encroachment permit application and will be or has been submitted with the permit application to CalTrans. Once the drawings are available, staff will be able to obtain quotes for the repair work.

Caltrans minimum review time for a permit is 3 weeks if there are no changes/questions, but can take up to 6 weeks and then add a week or two for revisions and resubmission for approval. Therefore the earliest the repair could commence is late July or August.

Based on the observation and opinion of our engineering consultant and what can be seen with the naked eye, it is evident that the condition of the wharf area continues to be an emergency and work on the project should not be terminated.

The Board should indicate on the record by simple consensus that emergency conditions continue to exist and that the provisions of Resolution 16-01 should continue in full force and effect.

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GENERAL MANAGER
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Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 20 - CONSIDER INSURANCE RENEWAL PACKAGE REGULAR BOARD MEETING OF JUNE 28, 2016

The District's marine liability and other insurance coverage renewal quote for the FY 2016-2017 from Lockton is \$121,885.50, a 7.23% or \$8,809.00 increase above last year's quote. This includes commercial general liability, the marine package (commercial, business and real property), auto, vessel pollution and excess liability from Great American Underwriters, and director and officers' liability coverage from ACE. The director and officers' liability quote came in at 55.80%, or \$6,290.00 more than last year.

Newly submitted litigation claims, which are still in the due diligence process, have negatively affected our rates and deductibles. The increase is also due to increased gross receipts estimated to be up by 4% this next fiscal year and gross receipts is one of the primary rating bases for the General & Marine Liabilities.

Staff recommends that the Board accept the insurance proposal from Lockton attached to this report and authorize the General Manager to convey our acceptance to Lockton.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



Moss Landing Harbor District

2016-2017 Insurance Renewal Proposal



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

Moss Landing Harbor District

Exposure & Premium Comparison



Coverage	Expiring Term 2015 - 2016		Renewal Term 2016 - 2017			% Change	
	Exposure	Premium	Exposure	Average Rate	Premium	Exposure	Premium
Marine Package		\$45,899	\$1,946,780		\$46,525		1.4%
Receipts	\$1,948,993		\$1,946,780			-0.1%	
Vessel Schedule	\$148,825		\$148,825			0.0%	
Piers & Docks	\$4,000,000		\$4,000,000			0.0%	
Commercial Package		\$28,333			\$29,343		3.6%
Receipts	\$1,948,993		\$1,946,780			-0.1%	
Property	\$3,093,254		\$3,093,254			0.0%	
Equipment	\$7,000		\$7,000			0.0%	
Vessel Pollution		\$1,995			\$2,000		0.3%
Automobile		\$2,829.50			\$2,785.50		-1.6%
Bumbershoot - \$30 xs \$5	Same as Package	\$26,425	Same as Package		\$27,000		2.2%

Moss Landing Harbor District
 Marine Package
 Effective July 1, 2016 to July 1, 2017



Description	Expiring	Renewal
	2015-2016 Great American Alliance Ins. Co. AM BEST - A+ XIV	2016-2017 Great American Alliance Ins. Co. AM BEST - A+ XIV
Marine Liabilities		
Limits:		
Protection and Indemnity	\$1,000,000	Same as expiring
Marina Operators Legal Liability (MOLL) - Per Occurrence	\$1,000,000	
MOLL Protection & Indemnity	\$1,000,000	
Wharfinger's Legal Liability - Per Occurrence	\$1,000,000	
Extra Sue and Labor - sinking at dock cost	\$50,000	
Deductibles:		
Protection & Indemnity		Same as expiring
Bodily Injury Liability or Crew Liability - Per Occurrence	\$2,500	
Property Damage Liability - Per Occurrence	\$2,500	
Marina Operators Legal Liability		
Per Occurrence	\$5,000	
MOLL, Sue & Labor Extension End.		
Per Occurrence	\$5,000	
Wharfinger's Legal Liability		
Per Occurrence	\$5,000	
Warranty:		
Protection & Indemnity coverage is warranted that employee bodily injury and crew coverage is provided subject to a minimum of four crewman on the water at any one time.		
Rate & Reporting:		
MOLL - Annual audit based on projected receipts of \$1,946,780	.57% rate	.57% rate
against rate of		
Hull & Machinery		
Vessel Limits: (Per Vessel Schedule)	\$148,825	As per expiring
Note: Munson Patrol Boat Port Risk		
Trading Warranty:		
Warranted that navigation of the vessels is confined to the waters of the Pacific Ocean not exceeding 25 miles from the Moss Landing Harbor Marina.		
Deductible: As Per Vessel Schedule		

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

6/1/2016

Moss Landing Harbor District
Exposure & Premium Comparison



Coverage	Expiring Term 2015 -2016		Renewal Term 2016 - 2017			% Change	
	Exposure	Premium	Exposure	Average Rate	Premium	Exposure	Premium
Marine Package		\$45,899	\$1,946,780		\$46,525		1.4%
Receipts	\$1,946,993		\$1,946,780				-0.1%
Vessel Schedule	\$148,825		\$148,825				0.0%
Piers & Docks	\$4,000,000		\$4,000,000				0.0%
Commercial Package		\$28,333			\$29,343		3.6%
Receipts	\$1,948,993		\$1,946,780				-0.1%
Property	\$3,093,254		\$3,093,254				0.0%
Equipment	\$7,000		\$7,000				0.0%
Vessel Pollution	\$148,825	\$1,995	\$148,825		\$2,000		0.3%
Automobile	2	\$2,829.50	2		\$2,785.50		-1.6%
Bumbershoot - \$30 x5 \$5	Same as Package	\$26,425	Same as Package		\$27,000		2.2%
TOTAL PREMIUM		\$105,481.90			\$107,863.90		2.3%

Moss Landing Harbor District
 Commercial Package Proposal
 Effective: July 1, 2016 - July 1, 2017



Description	Expiring		Renewal
	2015-2016		2016-2017
Total Insurable Values per Statement of Values	Great American Alliance Ins. Co.		Great American Alliance Ins. Co.
	AM BEST - A+ XIV		AM BEST - A+ XIV
Real Property and Business Personal Property			
Limits:			
Blanket Real Property Limit - Per Schedule		\$3,440,222	Same as expiring
Blanket Business Personal Property - Per Schedule		\$84,470	
Blanket Business Income & Extra Expense - Per Schedule		\$500,000	
Ordinance & Law - Each Building, Per Schedule		\$605,000	
Deductibles:		\$1,000	
Valuation:		Replacement Cost Agreed Amount	
Coinsurance		100%	
Crime Coverage			
Limits:			
Employee Theft - Per Occurrence		\$200,000	Same as expiring
Deductible			
Per Occurrence		\$1,000	
Commercial General Liability			
Limits:			
Per Occurrence		\$1,000,000	Same as expiring
Personal & Advertising Injury		\$1,000,000	
Products & Completed Operations Aggregate		\$1,000,000	
Premises Aggregate		\$2,000,000	
Damage to Premises Rented		\$100,000	
Medical Expense		\$5,000	
Employee Benefits Liability			
Each Claim		\$1,000,000	
Aggregate		\$1,000,000	

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

Moss Landing Harbor District
 Commercial Package Proposal
 Effective: July 1, 2016 - July 1, 2017



Description	Expiring	Renewal
	2015-2016	2016-2017
Total Insurable Values per Statement of Values	Great American Alliance Ins. Co.	Great American Alliance Ins. Co.
	AM BEST - A+ XIV	AM BEST - A+ XIV
Commercial General Liability		
Deductibles:		
Bodily Injury and/or Property Damage Liability combined, per occurrence	\$1,000	Same as expiring
Employee Benefits Liability	\$1,000	
Contractors Equipment		
Limits:		
Scheduled Property		Same as expiring
Forklift	\$3,500	
Office Trailer	\$3,500	
Deductible		
Any One Occurrence for Contractor's Equipment	\$1,000	
Equipment Breakdown		
Limits:		
Equipment Breakdown Limit	\$4,024,692	Same as expiring
Property Damage	Included	
Data Compromise: (Optional)		
Section 1 - Response Expenses Limit Annual Aggregate		\$100,000
Deductible:		\$2,500
Section 2 - Defense and Liability		\$100,000
Deductible:		\$2,500
Total Estimated Annual Cost	\$28,333	

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

Moss Landing Harbor District
 Automobile Liability Proposal
 Effective: July 1, 2016 - July 1, 2017



Description	Expiring		Renewal	
	2015-2016		2016-2017	
	Great American		Great American	
	AM BEST - A+ XIV		AM BEST - A+ XIV	
	Symbol	Limits / Deductibles	Symbol	Limits / Deductibles
Liability - Scheduled, Hired, Non-owned	7,8,9	\$1,000,000	7,8,9	\$1,000,000
Uninsured/Underinsured Motorists - Owned Autos Only	2	\$1,000,000	2	\$1,000,000
Auto Medical Payments each person - Owned Autos Only	2	\$5,000	2	\$5,000
Physical Damage (Owned Autos)	Actual Cash Value		Actual Cash Value	
Deductible				
Comprehensive Coverage		\$500		\$500
Collision		\$500		\$500
except Hired Autos				
Comprehensive Coverage		\$100		\$100
Collision		\$500		\$500
Scheduled Vehicles		2		2
Total Reinstated Annual Cost		\$2,829.50		\$2,768.50

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

Moss Landing Harbor District
Vessel Pollution Liability
Effective July 1, 2016 to July 1, 2017



Description	Expiring	Renewal
	2015-2016	2016-2017
	Great American	Great American
	AM BEST - A+ XIV	AM BEST - A+ XIV
Schedule of Vessels:	Liability Limits	Liability Limits
Munson Patrol Boat	\$1,000,000	Same as Expiring
Sanitary Barge	\$1,000,000	
Deck Barge/Crane	\$1,000,000	
Navy Skiff	\$1,000,000	
Plus additional coverage:		
OPA	Policy Limit	
CERCLA	Policy Limit	
Defense Costs	Supplementary to limits	
Fines & Penalties	\$250,000 Occurrence Limits	
Fire Lightning & Salvage	Policy Limit	
Public Relations	\$250,000	
Deductible:	Nil	
Abandoned Vessel		
Policy Rate:		
	Per Motor Vessel \$300	
	Per Sailing Vessel \$150	
Total Estimated Annual Cost	\$1,995	\$1,995

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

5/31/2016



**Moss Landing Harbor District
Public Officials' Liability & Employment Practices Liability
Renewal Proposal**

Program Term: July 1, 2016 – July 1, 2017

Lockton Insurance Brokers, LLC
Suite 1700, Two Embarcadero Center
San Francisco, CA 94111
(415) 568-4000 Office • (415) 992-4000 Fax
License #0F15767
www.lockton.com



IMPORTANT ISSUES

Lockton Companies thanks you for the opportunity to handle your insurance and risk management program. This insurance proposal provides an overview of that program and is based on the exposure information you provided. Please refer to the policies for complete terms, conditions, limitations, definitions, and exclusions. Higher limits may be available upon request.

Lockton Companies does not guarantee, or make any representation in regard to, and expressly disclaims responsibility for, the financial condition of insurance companies with which we place business. Any rating information contained in this document has been obtained by a third-party rating agency, and we do not represent or warrant its accuracy.

As part of our commitment to you, the following provides a summary of important information you should know:

Broker Disclosure

Lockton represents you as an insurance broker in soliciting insurance coverage proposals from insurers and placing insurance contracts on your behalf.

Lockton may be eligible to receive the following types of compensation as a result of the sale of insurance to you:

- ❖ Base commission (may differ depending on the product, insurer, and/or other intermediary)
- ❖ Additional compensation based upon other factors, such as premium volume placed with a particular insurer or through a particular intermediary and loss or claims experience
- ❖ Interest or investment income on premiums or return premiums temporarily held by Lockton
- ❖ Service fees or other compensation from premium finance companies for administrative services provided to, or on behalf of, the premium finance companies relative to the financing of client insurance premiums

Communication

Any requests that you make to confirm, bind, or alter your insurance program through email, voice mail, or other automated systems will not take effect until you receive written communication from your Lockton representative.

Claim Reporting Requirements

Changing market conditions have had an adverse effect on many carriers' claim reporting terms and conditions. Many policy forms now include verbiage that severely restricts or negates coverage should a carrier not be immediately notified of a claim or potential claim. Refer to your policies for a more complete explanation of your carrier's reporting requirements.

FEMA Flood Zone Information

This proposal is based on information regarding the FEMA flood zone determination for your property that is currently available to Lockton. Such determinations are subject to change at any time and

Lockton cannot be held responsible for any changes in the flood zone determination reflected herein subsequent to the date of this proposal.

[New York Regulation 194 Disclosure](#)

The following disclosure is provided pursuant to New York State Insurance Department Regulation 194 (11 NY2RR 30.1, et seq.):

Lockton Companies ("Lockton") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to: confer with insurance purchasers about the benefits, terms, and conditions of insurance contracts; offer advice concerning the substantive benefits of particular insurance contracts; sell insurance; and obtain insurance for purchasers. The role of an insurance producer in any particular transaction typically involves one or more of these activities.

Lockton may be eligible to receive compensation from the selling insurer or other third party based in whole or in part on the insurance contract(s) sold to you. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) that you select. In some cases, other factors may affect the total compensation Lockton receives, such as the volume of business Lockton provides to an insurer and/or the profitability of the insurance contracts Lockton provides to an insurer.

You may request additional information about the compensation expected to be received by Lockton based in whole or in part on the sale of insurance to you and/or any alternative quotes presented to you by Lockton.

[State Assessments and Surcharges](#)

Your policy may be subject to state assessments and surcharges that may alter your base premium. Although we routinely try to gather this information in the quotation process, it is not always available.

[Foreign Account Tax Compliance Act \(FATCA\)](#)

FATCA is designed to identify US taxpayers evading income taxes by sheltering money in off-shore accounts. It applies to premiums paid to a foreign entity covering US-based risk. Lockton is required to obtain FATCA documentation from each foreign entity in the transaction, including carriers and intermediaries, prior to making payment. Any placement made in the absence of such documentation triggers a mandatory 30 percent penalty, payable by the client, on the premium payment.

[Tier 1 Locations](#)

Most policies with Tier 1 exposures contain significant minimum premiums. Premium and tax or fees for Tier 1 locations will typically be 100 percent earned between June 1 and November 30. No premium will be returned if coverage is cancelled during this time frame.

Nonadmitted Carriers (Surplus Lines)

This is to inform you that some of your policies may have been placed with a nonadmitted carrier. If all or part of your coverage is written through a nonadmitted carrier, it will be so indicated in the individual coverage section.

Nonadmitted carriers are neither licensed by nor under the supervision of the state department of insurance. If a nonadmitted carrier becomes insolvent, it is unlikely that the State Guaranty Fund will respond (State Guaranty Funds typically only apply to admitted carriers and provide limited, if any, coverage). For an overview of each state's provisions, go to:

<http://ncigf.org/GF-laws-and-summaries-by-state>

Medicare, Medicaid, and SCHIP Extension Act of 2007

If your insurance program contains a self-insured or deductible component, you may have potential reporting obligations under Medicare, Medicaid, and SCHIP Extension Act of 2007 (the "Act"). The Act requires Responsible Reporting Entities ("RREs") to report to the Centers for Medicare and Medicaid Services ("CMS") any partial payment, settlement, judgment, or award made to a Medicare beneficiary.

RREs include liability insurers, no-fault insurers, and workers' compensation insurers, as well as self-insureds. Insureds that pay claimants directly for amounts within their deductibles or have self-insured programs need to register as RREs and report the required information. If you fall into one of these two categories, you must register as an RRE in order to comply with the requirement to report quarterly. RREs that fail to report are subject to penalties of \$1,000 per claimant per day. More information may be found at the CMS website: <http://www.cms.hhs.gov/MandatoryInsRep>. If have questions regarding this requirement, please contact your Lockton Claims Representative.

Public Officials' Liability & Employment Practices Liability

	Expiring Program 2015 - 2016	Renewal Program 2016 - 2017
INSURER	ACE American Insurance Company Admitted Carrier A.M. Best Rating: A++ XV	
INSURED	Moss Landing Harbor District	
COVERAGE GRANT	<p>Public Officials' Liability & Employment Practices Liability 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> <p><i>(Claims made coverage)</i></p>	
LIMITS	\$1,000,000 Per Claim & Policy Aggregate	
RETENTIONS	\$ -0- Each Public Officials' Liability Claim \$5,000 Each Public Entity claim \$5,000 Each Employment Practices Claim	\$ -0- Each Public Officials' Liability Claim \$35,000 Each Public Entity Claim \$35,000 Each Employment Practices Claim
CLAIM NOTIFICATION	Claim must be noticed as soon as practicable but in no event later than 60 days after the end of the Policy period.	
DUTY TO DEFEND	Yes- The Insurer has the duty to defend claims and appoint counsel.	
THIRD PARTY COVERAGE	Yes - Policy responds to claims brought by persons other than employees or applicants for employment for violation of Discrimination Laws and Sexual Harassment.	
NOTABLE EXCLUSIONS <i>Please refer to the policy for complete listing</i>	<ul style="list-style-type: none"> ❖ Dishonest, fraudulent or criminal acts, subject to final adjudication, by any Insured as to such conduct ❖ Illegal profit or remuneration, with coverage carved back for Claims alleging any Wrongful Employment Practice ❖ Bodily Injury and Property Damage, with coverage carved back for Mental Distress arising out of a Wrongful Employment Practices ❖ Failure to effect or maintain insurance, with coverage carved back for Defense Costs ❖ Pollution with coverage carved back with respect to Public Officials' Liability claims ❖ Insured's activities as a trustee or fiduciary with respect to any type of Employee benefit plan ❖ Claims brought by one Insured against another Insured, with the exception of EPL claims ❖ Wage and Hour Claims ❖ Network Security or Privacy Breach ❖ Professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than MLHD 	
ANNUAL PREMIUM	<u>Expiring</u> \$7,942	<u>Renewal</u> \$14,232

PROGRAM HISTORY

PROGRAM TERM	INSURER	POLICY LIMIT	RETENTIONS	PREMIUM
07/01/12- 07/01/13	AIG	\$1,000,000	\$ -0- Each Public Officials' Liability Claim \$25,000 Each Public Entity Claim \$25,000 Each Employment Practices Claim	\$13,679
07/01/13- 07/01/14	AIG	\$1,000,000	\$ -0- Each Public Officials' Liability Claim \$25,000 Each Public Entity Claim \$25,000 Each Employment Practices Claim	\$13,679
07/01/14- 07/01/15	AIG	\$1,000,000	\$ -0- Each Public Officials' Liability Claim \$25,000 Each Public Entity Claim \$25,000 Each Employment Practices Claim	\$14,778
07/01/15- 07/01/16	ACE	\$1,000,000	\$ -0- Each Public Officials' Liability Claim \$5,000 Each Public Entity Claim \$5,000 Each Employment Practices Claim	\$7,942



7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537

BOARD OF COMMISSIONERS
Russ Jeffries
Tony Leonardini
Vincent Ferrante
Frank Gomes, Jr.
Andrew Amara

GENERAL MANAGER
HARBORMASTER
Linda G. McIntyre, Esq.

STAFF REPORT

ITEM NUMBER 21 - CONSIDER INSURANCE PREMIUM FINANCE AGREEMENT FOR
PAYMENT OF ANNUAL INSURANCE PREMIUM
REGULAR BOARD MEETING OF JUNE 28, 2016

The District's marine liability and other insurance coverage annual premium quote for the FY 2016-2017 from Lockton is \$121,885.50.

The District can pay the premium in one lump sum, therefore saving finance charges, or finance the payment of the premium. The two financing options are:

Option	Company	Terms	Down Payment	Monthly Payment	Finance Charge	Rate
#1	Premium Assignment Corp	10% Down Pymt 10 Installments	\$12,188.00	\$11,145.48	\$1,757.30	3.48%
#2	Premium Assignment Corp	12.63% Down Pymt 7 Installments	\$15,390.56	\$15,390.56	\$1,238.98	3.48%

Premium Assignment Corp was the only financing company to submit quotes, and both quotes are based on the same low interest rate of 3.48%; just slightly higher than last year. Option #1 is the most attractive package. The monthly payments are much lower than with Option #2; an important financial consideration while determining budgets for current projects. Staff believes it is worth paying \$51.83 more a month in interest to help keep \$4,000 a month in cash on hand.

Staff recommends that the Board approve Premium Assignment Corp's Option #1 proposal, authorize the General Manager to execute the same and authorize payment in accordance with the proposal.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

option # 1



PREMIUM FINANCE AGREEMENT

California # 2070

151 Kalmus Dr. Suite C220

Quote # D838418

Costa Mesa, CA 92626

Phone (850) 907-5610

PERSONAL COMMERCIAL NEW AGENCY RENEWAL ADD'L PREMIUM

THIS AGREEMENT, made effective the 1 day of July 2016, between

MOSS LANDING HARBOR DISTRICT
 (Name of Borrower/Insured exactly as it appears in financed policies)

ADDRESS 7881 SANDHOLDT RD

CITY MOSS LANDING STATE CA ZIP 95039 PHONE # (831) 633-5417

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

TOTAL PRICE OF PREMIUMS	- CASH DOWN PAYMENT	= PRINCIPAL BALANCE OWED ON PREMIUMS	+ DOC STAMPS & SERVICE FEE (if applicable)	= TOTAL AMOUNT FINANCED	+ FINANCE CHARGE (Amount credit costs over term of loan)	= TOTAL OF PAYMENTS (Amount paid if all payments made as scheduled)	ANNUAL PERCENTAGE RATE
121,885.50	12,188.00	109,697.50	0.00	109,697.50	1,757.30	111,454.80	3.48

SELECT BILLING OPTION: Payment Book Monthly Invoice
 Direct Debit

Amount of Monthly Payment: 11,145.48 Number of Payments: 10 Date First Payment is Due: 8/1/2016

YOUR PAYMENT SCHEDULE WILL BE:
 Each monthly payment due on same day of each succeeding month until paid in full.

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

- SECURITY FOR PAYMENT:** To secure payment of all sums due under this Agreement, Borrower grants Lender a security interest in any unearned premiums or other sums which may become payable under the Scheduled Policies of Insurance shown on page 3.
- LIMITED POWER OF ATTORNEY:** BORROWER IRREVOCABLY APPOINTS LENDER AS ATTORNEY-IN-FACT TO CANCEL THE SCHEDULED POLICIES OF INSURANCE AFTER BORROWER DEFAULTS IN MAKING PAYMENTS UNDER THIS AGREEMENT.
- NOTICE TO BORROWER:** (1) Do not sign this Agreement before you read it, or if it contains any blank space (other than as provided on the next page), (2) You are entitled to have and should retain a completely filled in copy of this Agreement to protect your legal rights, (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge, and (4) BY SIGNING BELOW BORROWER AGREES TO THE PROVISIONS ABOVE AND ALL OF THE TERMS WHICH APPEAR ON THE SECOND PAGE OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF COPIES OF PAGES 1, 2 AND 3 OF THIS AGREEMENT and (5) The undersigned Agency may receive compensation from Lender for aiding in the preparation of this Agreement and payment of the financed premiums.

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

Date _____ Name and Title: _____ Date _____ Name and Title: _____

PRODUCER'S REPRESENTATIONS & WARRANTIES:

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

PRODUCER / AGENCY
 Name LOCKTON INS BROKERS/SAN FRANCISCO
 Address TWO EMBARCADERO CTR STE 1700
SAN FRANCISCO, CA 94111

Date _____ PRODUCER'S SIGNATURE _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insured:
MOSS LANDING HARBOR DISTRICT

CUSTOMER IDENTIFICATION PROGRAM
CUSTOMER NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR NEW LOANS -
To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law (Patriot Act) requires financial institutions to obtain, verify, and record information that identifies each person (individuals or business) that is granted a loan. What this means for you: As part of this premium finance agreement, your insurance agent must provide your name, address, federal employer identification number and other information that allows us to identify you. You may also be asked to provide other identifying documents.

USA PATRIOT Act/Customer Identification Program Disclosure Acknowledgement

By signing this premium finance agreement I hereby acknowledge receipt of this Customer Identification Program (CIP) Customer Notice, agree that my insurance agent shall provide my name, address, federal employer identification and other information that allows you to identify me and further acknowledge that I understand the notice provisions. Words used in the Customer Identification Program (CIP) Customer Notice mean and include the plural and vice versa.

SCHEDULED POLICIES OF INSURANCE

V8(16)G319G12.04

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

LOCKTON INS BROKERS/SAN FRAN 17610
TWO EMBARCADERO CTR STE 1700
SAN FRANCISCO, CA 94111
(415) 568-4000

Premium	Down Payment	Unpaid Balance	Doc Stamps/Fees	Amt. Financed	Finance Charges	Total / Payments
121,885.50	12,188.00 (10.00 %)	109,697.50	0.00	109,697.50	1,757.30	111,454.80

Payment	Payments	Rate	First Due	Type	Status	Contract Type
11,145.48	10	3.48 %	8/1/2016	INVOICE	RENEW	COMMERCIAL

EFF DATE	EXP DATE	COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	MAR		46,525.00
7/1/2017		MGA:				21.49 %		
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	PKG		29,343.00
7/1/2017		MGA:				0.00 %		
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	POLL		2,000.00
7/1/2017		MGA:				0.00 %		
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	BA		2,785.50
7/1/2017		MGA:				0.00 %		
7/1/2016		CO: NAVIGATORS INS CO	SAN FRANCIS	CA	86742	EXCS		10,000.00
7/1/2017		MGA:				100.00 %		

Created By: UFKF45

Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

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

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

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

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

Policy No and Prefix No: _____

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

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

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

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

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

SCHEDULED POLICIES OF INSURANCE

V8(16)G319GI2.04

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

LOCKTON INS BROKERS/SAN FRAN 17610
TWO EMBARCADERO CTR STE 1700
SAN FRANCISCO, CA 94111
(415) 568-4000

EFF DATE EXP DATE	COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
7/1/2016 7/1/2017	CO: NAVIGATORS INS CO MGA:	SAN FRANCIS	CA	86742	UMBR 100.00 %		17,000.00
7/1/2016 7/1/2017	CO: ACE AMERICAN INS MGA:	PALATINE	IL	87867	D&O 0.00 %		14,232.00

Created By: UFKF45

Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

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

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Policy No and Prefix No: _____

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

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

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

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

option # 2



PREMIUM FINANCE AGREEMENT

California # 2070

151 Kalmus Dr. Suite C220
Costa Mesa, CA 92626
Phone (850) 907-5610

Quote # D838420

PERSONAL COMMERCIAL NEW AGENCY RENEWAL ADD'L PREMIUM

THIS AGREEMENT, made effective the 1 day of July 2016, between

MOSS LANDING HARBOR DISTRICT

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

ADDRESS 7881 SANDHOLDT RD

CITY MOSS LANDING STATE CA ZIP 95039 PHONE # (831) 633-5417

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

Table with 8 columns: TOTAL PRICE OF PREMIUMS, - CASH DOWN PAYMENT, = PRINCIPAL BALANCE OWED ON PREMIUMS, + DOC STAMPS & SERVICE FEE (if applicable), = TOTAL AMOUNT FINANCED, + FINANCE CHARGE (Amount credit costs over term of loan), = TOTAL OF PAYMENTS (Amount paid if all payments made as scheduled), ANNUAL PERCENTAGE RATE. Values: 121,885.50, 15,390.56, 106,494.94, 0.00, 106,494.94, 1,238.98, 107,733.92, 3.48

SELECT BILLING OPTION: Payment Book Monthly Invoice Direct Debit. YOUR PAYMENT SCHEDULE WILL BE: Each monthly payment due on same day of each succeeding month until paid in full. Amount of Monthly Payment: 15,390.56; Number of Payments: 7; Date First Payment is Due: 8/1/2016

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

- 1. SECURITY FOR PAYMENT: To secure payment of all sums due under this Agreement, Borrower grants Lender a security interest in any unearned premiums or other sums which may become payable under the Scheduled Policies of Insurance shown on page 3.
2. LIMITED POWER OF ATTORNEY: BORROWER IRREVOCABLY APPOINTS LENDER AS ATTORNEY-IN-FACT TO CANCEL THE SCHEDULED POLICIES OF INSURANCE AFTER BORROWER DEFAULTS IN MAKING PAYMENTS UNDER THIS AGREEMENT.
3. NOTICE TO BORROWER: (1) Do not sign this Agreement before you read it, or if it contains any blank space (other than as provided on the next page), (2) You are entitled to have and should retain a completely filled in copy of this Agreement to protect your legal rights, (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge, and (4) BY SIGNING BELOW BORROWER AGREES TO THE PROVISIONS ABOVE AND ALL OF THE TERMS WHICH APPEAR ON THE SECOND PAGE OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF COPIES OF PAGES 1, 2 AND 3 OF THIS AGREEMENT and (5) The undersigned Agency may receive compensation from Lender for aiding in the preparation of this Agreement and payment of the financed premiums.

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

Date Name and Title: Date Name and Title:

PRODUCER'S REPRESENTATIONS & WARRANTIES:

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

PRODUCER / AGENCY

Name LOCKTON INS BROKERS/SAN FRANCISCO
Address TWO EMBARCADERO CTR STE 1700
SAN FRANCISCO, CA 94111

Date PRODUCER'S SIGNATURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insured:
MOSS LANDING HARBOR DISTRICT

CUSTOMER IDENTIFICATION PROGRAM
CUSTOMER NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR NEW LOANS -
To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law (Patriot Act) requires financial institutions to obtain, verify, and record information that identifies each person (individuals or business) that is granted a loan. What this means for you: As part of this premium finance agreement, your insurance agent must provide your name, address, federal employer identification number and other information that allows us to identify you. You may also be asked to provide other identifying documents.

USA PATRIOT Act/Customer Identification Program Disclosure Acknowledgement

By signing this premium finance agreement I hereby acknowledge receipt of this Customer Identification Program (CIP) Customer Notice, agree that my insurance agent shall provide my name, address, federal employer identification and other information that allows you to identify me and further acknowledge that I understand the notice provisions. Words used in the Customer Identification Program (CIP) Customer Notice mean and include the plural and vice versa.

SCHEDULED POLICIES OF INSURANCE

V8(16)G242GI2.04

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

LOCKTON INS BROKERS/SAN FRAN 17610
TWO EMBARCADERO CTR STE 1700
SAN FRANCISCO, CA 94111
(415) 568-4000

Premium	Down Payment	Unpaid Balance	Doc Stamps/Fees	Amt. Financed	Finance Charges	Total / Payments
121,885.50	15,390.56 (12.63 %)	106,494.94	0.00	106,494.94	1,238.98	107,733.92
Payment	Payments	Rate	First Due	Type	Status	Contract Type
15,390.56	7	3.48 %	8/1/2016	INVOICE	RENEW	COMMERCIAL

EFF DATE	EXP DATE	COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	MAR		46,525.00
7/1/2017		MGA:				21.49 %		
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	PKG		29,343.00
7/1/2017		MGA:				0.00 %		
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	POLL		2,000.00
7/1/2017		MGA:				0.00 %		
7/1/2016		CO: GREAT AMER INS	CINCINNATI	OH	84049	BA		2,785.50
7/1/2017		MGA:				0.00 %		
7/1/2016		CO: NAVIGATORS INS CO	SAN FRANCIS	CA	86742	EXCS		10,000.00
7/1/2017		MGA:				100.00 %		

Created By: UFKF45

Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

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

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

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

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



Quote # D838420

State: CA

SCHEDULED POLICIES OF INSURANCE

V8(16)G242GI2.04

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

LOCKTON INS BROKERS/SAN FRAN 17610
TWO EMBARCADERO CTR STE 1700
SAN FRANCISCO, CA 94111
(415) 568-4000

Table with 8 columns: EFF DATE, EXP DATE, COMPANY / BROKER, CITY, ST, CO. #, TYPE MEP, POLICY NO., TOTAL PREMIUM. It lists two insurance policies: one from Navigators Ins Co (SAN FRANCIS, CA, 86742, UMBR, 100.00%) and one from Ace American Ins (PALATINE, IL, 87867, D&O, 0.00%).

Created By: UFKF45

Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

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

IMPORTANT NOTICE TO THE PRODUCER

PFA INCOMPLETE - Customer Identification Required

Please refer to the Customer Identification Program Customer Notice located after page 2 of the attached premium finance agreement that explains the identification requirements under the USA Patriot Act and present to your client for their information.

To prevent delay in processing and funding the following Premium Finance Agreement (PFA), please obtain or confirm the following information when executing this agreement with your client.

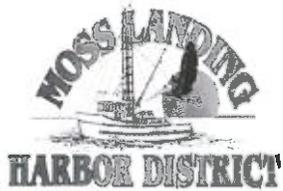
- REQUIRED:** A valid Street Address, City, State and Zip Code. This must be a physical/street address including the Street Number and cannot be a Post Office Box, Drawer, etc.

and **ONE** of the following:

- Tax Identification Number (Tax ID/TIN/ FEIN)
- Social Security Number (SSN)
If providing the SSN, also provide the following:
- Date of Birth (DOB) of the individual represented by the SSN
 - Full Name of the same individual
- Non-US Citizen Alternate ID (any of the following)
- Passport Number and Country of Issuance
 - Alien Identification Number
 - Other government-issued document evidencing nationality or residence bearing a photograph or similar safeguard (photocopy may be required)
 - Proof of filing for Tax Identification Number (TIN/FEIN) (photocopy may be required)
- Publicly Traded Stock Symbol (New York/American/NASDAQ* Stock Exchange Symbol
* *NASDAQ Capital Markets Security excluded*)

HOW TO SUBMIT INFORMATION: Follow instructions below to complete identification information required to process the Premium Finance Agreement and release funding.

- Login/Access [PacPlus Quoting \(www.pacplus.net\)](http://www.pacplus.net)
- Select **File > Enter Supplemental Data**
- Key the **Quote Number** located on the top center of the signature page
- Confirm contract information displayed matches the signed PFA
- Complete the Street Address (check 'Same As Mailing Address' if applicable) and the additional Customer Identification Information
- Select **Save** (lower right hand corner)
- Upon completion of required CIP information, please process according to your agency's procedures.



BOARD OF COMMISSIONERS

Russ Jeffries
Tony Leonardini
Vincent Ferrante
Frank Gomes, Jr.
Andrew Amaral

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



**EXECUTIVE
GENERAL MANAGER
HARBOR MASTER
Linda G. McIntyre, Esq.**

STAFF REPORT

ITEM NUMBER 22 – CSDA BALLOT BOARD MEETING OF JUNE 28, 2016

The California Special Districts Association (CSDA) has issued the election ballot to fill the Coastal Network, Seat B on the Board of Directors. There are three (3) candidates on the ballot and the District may vote for one (1) candidate. Three candidate statements are attached, along with the Ballot showing all three candidates' names.

Staff recommends that the Board select a candidate and the President execute the ballot voting for that candidate as the Coastal Network, Seat B director on the CSDA Board for the term expiring 2019.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



**California Special
Districts Association**
Districts Stronger Together

RECEIVED

JUN 06 2016

*June 28 BOHC
meeting agenda*

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

2016 BOARD ELECTIONS

MAIL BALLOT INFORMATION

Dear Member:

A mail ballot has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors in your Network for Seat B.

Each of CSDA's six (6) networks has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) director to represent its network.

We have enclosed the candidate information for each candidate who submitted one. Please vote for only one candidate to represent your network in Seat B and be sure to sign, date and fill in your member district information. If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by **5:00pm on Friday, August 5, 2016**.

If you do not use the enclosed envelope, please mail in your ballot to:

California Special Districts Association

Attn: 2016 Board Elections

1112 I Street, Suite 200

Sacramento, CA 95814

Please contact Charlotte Lowe toll-free at 877.924.CSDA or charlottel@csga.net with any questions.



California Special Districts Association
Districts Stronger Together

2016 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order.

Name: Sharon Rose

District/Company: Goleta Sanitary

Title: Board President

Elected/Appointed/Staff: Elected

Length of Service with District: 4 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Attend local chapter meetings

Attended first governance academy

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

GSMDL - Golden State Manufactured Homeowners League

CA Dept. of Health -

4. ^{CIVIC} List local government involvement (such as LAFCo, Association of Governments, etc.): SCAMPR - Vice President (So. Coast Alliance of Manufact Home Park Residents)

Member: The Goleta Coalition, CSPA - Local Chapter

University Park Homeowners Association (President)

3 4. List ^{govt.} civic organization involvement:

Goleta Sanitary Board member (President)

Retired: Santa Barbara Co. Alcohol & Drug Program Prevention Manager

**Candidate Statement -- Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.

Dear CSDA Members:

My name is Sharon Rose. I have served as an elected board member of Goleta Sanitary District for three and a half years. I have also served actively in two statewide associations engaged in passing legislation: The Golden State Manufactured Home Owners League and The CA Tobacco Control Program.

My professional experience includes: government and non-profit management, private industry news media and raising a family.

After years in public service in the High Sierras, I moved to the Central Coast 11 years ago. I feel my skills will help CSDA meet their organizational needs, both in Sacramento and at the chapter level.

Local government is the strongest branch of our democracy. It's where "we the people" know each other personally and get things done. As a former county official who served in rural and urban areas, I learned the value of finding common goals, innovation and vision. Good governance exists in the smallest and largest places. It builds trust; which in turn builds healthy, resilient communities.

With politics as our backdrop, we know the wind changes. What's important to me is when change occurs, good people remain who are dedicated to working together—regardless of alliance. I know we all share a common goal of protecting California's quality of life—economically, socially and environmentally.

The drought crisis, coupled with energy and economic challenges, teach the future calls for innovation and collaboration.

My toolkit includes a willingness to serve, an open mind, creativity, collaborative decision-making and networking, communications and fundraising skills, a sense of humor, the ability to listen, a willingness to study the issues, ability to borrow and share ideas, and the ability to compromise.

Thank you. I respectfully request your vote to the CSDA board.

Sharon Rose

Goleta, California



**California Special
Districts Association**
Districts Stronger Together

2016 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Jeff Hodge

District/Company: Santa Ynez Community Services District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: 2.5 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

None

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

Association of California Water Agencies (ACWA), California Association of Sanitation Agencies (CASA).

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

None

4. List civic organization involvement:

None

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.**

Jeff is currently the General Manager of the Santa Ynez Community Services District.

Jeff has a Bachelor of Arts degree in Political Science and a Master's degree in Business Administration.

He has over 20 years' experience managing Special Districts in Colorado, Arizona and California. He has managed special districts that provided Fire, Police, Water, Sewer, Trash, Cemetery, Roads, Street Lights, Parks and Recreation, and Drainage.

Jeff has a California Grade IV Wastewater Plant Operator certification and the highest Wastewater treatment certification level in Colorado and Arizona, He also holds certification in Water Treatment and Water Distribution in Arizona. He was elected to a Fire District Board and Park and Recreation District Board for four years.

Jeff was instrumental in helping form a Park and Recreation District in Southern Colorado.

He was appointed to an airport advisory board in Colorado and Arizona and is a two time past president of different local Rotary Clubs.

He has experience in writing, introducing and shepherding legislation for Special Districts, permitting and constructing new water and wastewater facilities and upgrading existing facilities.

Jeff is married to Christine and has two daughters and one granddaughter.

Jeff enjoys flying, sailing, kayaking and exploring all the great things California and the world has to offer.

Jeff Hodge



California Special
Districts Association
Districts Stronger Together

2016 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Anthony Kalvans
 District/Company: San Miguel Community Services District
 Title: Director
 Elected/Appointed/Staff: Elected
 Length of Service with District: 3 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

only in county chapter

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

NO

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

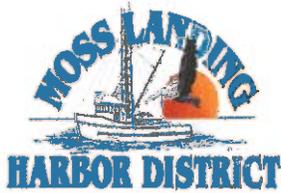
VP San Miguel Advisory Council, VP

SLO County Chapter CSDA, citizens transportation advise
and water resources advisory committee

4. List civic organization involvement:

vice president San Miguel lions club,

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after June 2, 2016 will not be included with the ballot.



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Vincent Ferrante
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Margaret "Peggy" Shirrel, Ph.D.

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MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

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

ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

ITEM NUMBER 23 – DENY CLAIM OF SAMUEL FRAZIER
BOARD MEETING OF JUNE 28, 2016

Attached please find the Claim for Damages submitted by Samuel Frazier.
Staff recommends the Board deny Mr. Frazier's claim for damages.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

SAMUEL JEFFERSON FRAZIER III

FRAZIERLAW@AOL.COM

ATTORNEY AT LAW

ESTABLISHED 1978

June 15, 2016

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

Re: *Vessel, Romance*
Slip B18

Dear Moss Landing Harbor District:

Please find enclosed payment in the amount of \$345.00.

As you know I was forced out of the marina because of the damage to my boat by the uncontrolled seal population causing continuing damage to my boat of which most of the damage was caused by paintball guns used by the Harbor District. The seals are bad but getting that paintball stuff off the boat is a nightmare and has cost me at least \$2,400 in cleaning fees. I am surprised that you would require my last month's rent due to the damages caused to my boat. But since you required same, I now file a Governmental Claim Notice to recover reimbursement for the damages.

Everyone at the Harbor District are really fine people and I do not want to be misinterpreted in that regard, however, the person in the best position to make these changes is the Harbor Master and something needs to be done. There are some remedies and far better remedies than are presently being allowed to occur to boats and the Moss Landing Marina.

These seals are dangerous property and to people visiting or utilizing the docks.

Sincerely,



SAMUEL JEFFERSON FRAZIER
Attorney at Law

SJF/sg

Enclosure: Payment

SAMUEL JEFFERSON FRAZIER III

FRAZIERLAW@AOL.COM

ATTORNEY AT LAW

ESTABLISHED 1978

June 15, 2016

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

Board of Supervisors
County of Monterey
P.O. Box 1728
Salinas, CA 93902

The Clerk of the Board
County of Monterey, State of California
P.O. Box 1728
Salinas, CA 93902

Re: *Claim for Damages*

Dear Governmental Agency:

Pursuant to the provisions of Sections 905 and 910 of the Government Code of the State of California, demand is hereby made against the treasury of the County of Monterey, State of California and Harbor District in the amount of \$2300.00 plus yet to be billed amounts for damages to my vessel and for balance of unused slip fees, moving costs and all related damages. Final billing has not yet been received. Estimated damages to be between \$3750.00 and \$4,000.00. Jurisdiction over that amount rests in the Superior Court.

My name is Samuel Jefferson Frazier, III. My address is 7860 Mount Vernon Road, Auburn, California 95603 and our office number is (530) 888-6500.

I desire all notices to be mailed to the above address.

I am the legal registered owner upon which this claim is based. My federally documented boat 914409 was damaged while in its slip at Moss Landing, California.

The damages occurred beginning mid-January through June 10, 2016. At all times relevant hereto my boat was subjected to damages by seals that were permitted to remain on the dock causing substantial damage to the boat and its gel coat. The most serious damage was caused by the Harbor District when they fired paintball weapons in an effort to remove the seals from the boat docks. The paintballs actually caused the subsequent damage and repairs. I brought this to the attention of the Harbor Office on numerous occasions as well as has the person I hired to make the repairs. I personally

SOUTHERN CALIFORNIA
CALIFORNIA
LA JOLLA OFFICE
LA MESA OFFICE

7860 MOUNT VERNON ROAD
AUBURN, CALIFORNIA 95603
(530) 888-6500

NORTHERN
AUBURN OFFICE
CENTRAL OFFICE

witnessed employees firing paintballs in the direction to my boat and hitting my boat. I have digital photographs of the damages to the boat and will provide those immediately upon request.

I declare the above claim and the items as therein set out are true and correct; that no part has here been heretofore paid, and that the amount therein is justly due to this claimant, and that the claim is presented within 180 days from the date that the cause of action occurred.

A class action is contemplated.

Dated: JUNE 15, 2016



Sam Frazier (Owner of the Vessel)
Claimant

SJF/sg

2 **DECLARATION OF SERVICE BY MAIL**

3 I, Sam Frazier, declare and state:

4 I am a citizen of the United States, over 18 years of age, employed in the County of
5 Placer, and the claimant herein. My business address is 7860 Mount Vernon Road, Auburn, CA,
6 95603.

7 On June 15, 2016, I served the within **Government Claim Notice** on the following
8 parties in said action:

9 Moss Landing Harbor District
7881 Sandholdt Road
Moss Landing, CA 95039

10 Board of Supervisors
County of Monterey
11 P.O. Box 1728
Salinas, CA 93902

12 The Clerk of the Board
County of Monterey, State of California
13 P.O. Box 1728
14 Salinas, CA 93902

15 (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the
16 United States mail at Auburn, California. I am familiar with my firm's practice whereby
17 the mail is given the appropriate postage and is placed in the designated area to be
deposited in a U.S. mail box in Auburn, California, in the ordinary course of business;

18 (BY ELECTRONIC MAIL) I personally sent to the addressee(s)' email address(es)
(stated above) a true copy of the above-described document(s).

19 (BY EXPRESS MAIL) I caused such envelope to be placed in the FedEx/UPS depository
at Auburn, California, overnight service;

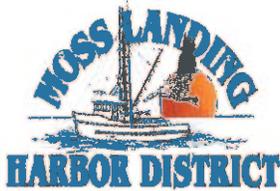
20 (BY PERSONAL SERVICE) I delivered by hand to addressee(s) at the address(es) listed
21 below;

22 (BY FACSIMILE/TELECOPIER) I personally sent to the addressee(s)' facsimile
23 number(s) (stated above) a true copy of the above-described document(s).

24 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on this June 15, 2016, at Auburn, California.

25
26 
27 **Sam Frazier**
Attorney/Claimant

28 **Proof of Service**



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7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

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

ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

ITEM NUMBER – 24 – STATE PARKS' PROPOSED NH FENCING BOARD MEETING OF JUNE 28, 2016

A California Fish & Wildlife representative arranged for a meeting in April to discuss Sea Otter Disturbance in Moss Landing. Several representatives from State Parks, NOAA, Monterey Bay Aquarium and US Fish & Wildlife Service attended the meeting. A representative of Sea Otters.com and other individuals interested in otter protection also attended, along with Assistant GM Tommy Razzeca representing the Harbor District.

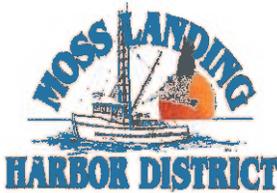
One individual, the founder of SeaOtters.com, had photos appearing to depict harassment of otters on the beach by the North jetty; which is accessed via State Parks property off Jetty Road.

The group exchanged a number of emails subsequent to the meeting to discuss enforcement, best methods of protection, harm to otters from being disturbed while hauled out resting, recuperating or nursing their young. The consensus was that installing a fence with signage to educate people and warn them not to disturb hauled out otters was the best approach.

The fence would either be entirely on State Parks property or on the boundary line of State Parks and Moss Landing Harbor District properties. State Parks is seeking support from Moss Landing Harbor for installation of a fence similar to those at other State Parks on the west side of the North Harbor slip basin. The District would incur no costs for the fencing material, installation or maintenance. State Parks would file a Coastal Development Permit application with the California Coastal Commission and follow through with the permitting process.

Staff recommends that the Board support the installation of a fence on State Parks property adjacent to District property on the west side of NH and authorize the GM to send a letter of support to the CCC, reflecting any recommended conditions or concerns the Board may wish to include.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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FACSIMILE – 831.633.1201

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

ASSISTANT GM/ASSISTANT HM
Tom Razzeca

STAFF REPORT

ITEM NUMBER – 25 – RAMSAR WETLANDS DESIGNATION BOARD MEETING OF JUNE 28, 2016

Staff received an email from the Elkhorn Slough National Estuarine Research Reserve (ESNERR) indicating that they were applying for designation as a Wetland of International Importance under the Ramsar Treaty.

An international convention was held in Ramsar, Iran in 1971 and participants signed a treaty entitled "The Convention on Wetlands of International Importance, Especially as Waterfowl Habitat". The US signed on in 1987. The Ramsar Secretariat facilitates implementation of wetlands conservation decisions made by nations by preparing wise use guidelines, creating training opportunities and providing access to financial resources.

Attached is a map depicting the properties that would be included in the Ramsar designation under the ESNERR's application. Excluded is the crosshatched area in white, which is under Moss Landing Harbor District jurisdiction. The ESNERR has asked if Moss Landing Harbor wishes to also include the property within its jurisdiction in the designation as a Wetland of International Importance.

On the surface it appears that doing so would have no impact on the District and the fact sheet indicates that it does not impose restrictions on nations and landowners and is not a regulating entity. However, in my experience, innocent participation in something that sounds harmless can actually be the first step in path toward restrictions, regulations and prohibitions. The Treaty may not impose restrictions, but there is nothing stopping a local, State or Federal agency from including restrictions or imposing prohibitions on a property owner whose property is designated a "Wetland of International Importance".

There is no apparent benefit to the District by participating in this designation and because of the potential risks, staff recommends that the District politely decline the invitation to include its property on the ESNERR application.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

Item 25
6-28-16

Linda G. McIntyre

From: Kerstin Wasson [kerstin.wasson@gmail.com]
Sent: Monday, May 16, 2016 4:39 PM
To: mcintyre@mosslandingharbor.dst.ca.us; DellaMaggiore@mosslandingharbor.dst.ca.us
Subject: Elkhorn Slough as Ramsar wetland
Attachments: RAMSAR_01Mar2016.jpg

Hi, Linda

I'm leading an effort to designate Elkhorn Slough as a Ramsar wetland – I think it'd be great to support this pioneering international environmental treaty by including more US wetlands (there are relatively few) and I think it'd be a status that would make us Slough-lovers proud too, and might bring in more recreational visitors.

At a minimum, the plan for our application is to designate the estuarine wetlands at the Slough owned by the California Department of Fish and Wildlife (ESNERR and MLWA) and those owned by the Elkhorn Slough Foundation – I've gotten the green light from Dave Feliz (ESNERR manager), Jeff Cann (MLWA manager) and Mark Silberstein (ESF exec director). However, I'm contacting other landowners to see if they'd want their wetlands designated as well (Packards, Vierras, you!)

If you look at the attached map, you can see all the estuarine areas of the Slough (east of Hwy 1 Bridge) below MHHW shown in cross-hatching, and then colored by different ownerships. The dark green cross-hatched areas would be the basic proposed Ramsar wetlands (CDFW and ESF-owned). Obviously the ML Harbor District wetlands run through the center of that – the white shaded channel you can see clearly between our green wetlands in the map.

Would you like that area (main channel from Hwy 1 to Hudsons) to be part of the proposed Ramsar wetland? All I would need is a letter of support; there are no additional regulations that come with this status.

Either way is just fine, but I thought I'd check with you. I've included a bit more information below – some informal talking points I wrote describing Ramsar and why we think it's a good idea, plus a link to the official US Ramsar website.

I'm glad to come by and talk to you or the whole Harbor District team if you are interested, or you can just say yes or no by email!

Best,
Kerstin
Kerstin Wasson

Research Coordinator, Elkhorn Slough National Estuarine Research Reserve
and Adjunct Associate Professor, University of California Santa Cruz

- The Ramsar treaty was the very first broad international environmental treaty to be signed (in Ramsar, Iran, hence the name), and is heralded as a model for international collaboration in conservation. Thus, we'd like to support and be a part of this conservation initiative.
- The nomination process involves a lengthy application package describing the proposed site's ecology, influences, etc. and includes support letters from all participating landowners. ESNERR staff are nearly done with the application. We also need endorsement by a congressperson, and are hoping that Sam Farr can do this before retiring.
- There are no extra burdens or regulations that apply to Ramsar sites, they just ask for a commitment to promote conservation and updates to the site profile every six years (which ESNERR could do)
- Some countries have many Ramsar sites, but the US has relatively few (38 total), perhaps because there are many other conservation pathways for wetlands. However, the international Ramsar committee as well as the US one strongly encourage designation of more sites in the US, so that we continue to raise the profile of this international treaty supporting wetlands.
- We've been in touch with the US committee and they're very supportive of our effort
- The other sites in California are Bolinas Lagoon, Tomales Bay, Laguna de Santa Rosa, San Francisco Bay, Grasslands Ecological Area, and Tijuana River NERR. Elkhorn Slough would be a fine addition to this group. It would be a feather in our bonnet, and be helpful for PR and fundraising, and in turn we'd be supporting a worthy international effort.

More info:

<http://www.fws.gov/international/wildlife-without-borders/ramsar-wetlands-convention.html>

Ramsar Convention

What Ramsar Is:

• In 1971, an international convention was held in Ramsar, Iran and participants signed a treaty entitled, "The Convention on Wetlands of International Importance, Especially as Waterfowl Habitat."

• The Ramsar Convention provides a framework for voluntary international cooperation for wetland conservation.

• The U.S. acceded to the Ramsar Convention April 18, 1987.

What Ramsar Does:

• Recognizes wetlands' importance to communities, cultures, governments, and businesses and encourages wetland conservation and wise use of wetlands.

• Establishes criteria for designating rivers, marshes, coral reefs and other areas as a "wetland of international importance."

• The Ramsar Secretariat facilitates implementation of wetlands conservation decisions made by nations, by preparing wise use guidelines, creating training opportunities, and providing access to financial resources.

What Ramsar Does Not Do:

• Ramsar does not impose restrictions on nations and landowners. Ramsar is not a regulating entity, nor is it a United Nations Convention.

How We Benefit from Ramsar:

• Wetlands provide many environmental services, including clean water, flood abatement, wildlife habitat, recreation, tourism, fishing, groundwater recharge.

• A "wetland of international importance" designation can bring economic benefits to surrounding areas due to increased tourism, fishing and recreation.

Who can nominate a site

• Any local government, group, community, private organization, or landowner can nominate a site for inclusion on the Ramsar List of Wetlands of International Importance. The Federal government can also nominate sites, such as National Parks, National Forests, or National Wildlife Refuges.

• A written agreement is required from all landowners and a Member of Congress representing the geographic area.

Nomination package

The petitioner must submit a complete nomination package to the Director, U.S. Fish and Wildlife Service (FWS), 1849 C Street, NW, Washington, D.C. 20006, with a copy to the Global Program, Division of International Conservation, FWS. This package must include:

- A cover letter addressed to the Director describing how the proposed site meets the Ramsar criteria;
- Written endorsements from each of the landowners, the local or state wildlife or natural resource agency, and a member of Congress representing the geographic area.
- Although not required, additional letters of support from other

stakeholders associated with the proposed site greatly contribute to the nomination process; and

A completed Ramsar Information Sheet, is available online at <http://bit.ly/1HIU7PR>

Nine Criteria for "Wetlands of International Importance" Designation:

A wetland should be considered internationally important if it meets any one of the following criteria. The site:

1. contains a representative, rare, or unique example of a natural or near-natural wetland type found within the appropriate biogeographic region; or
2. supports vulnerable, endangered, or critically endangered species or threatened ecological communities; or
3. supports populations of plant and/or animal species important for maintaining the biological diversity of a particular biogeographic region; or
4. supports plant and/or animal species at a critical stage in their life cycles, or provides refuge during adverse conditions; or
5. regularly supports 20,000 or more waterbirds; or



6. regularly supports 1% of the individuals in a population of one species or subspecies of waterbird; or
7. supports a significant proportion of indigenous fish subspecies, species or families, life-history stages, species interactions and/or populations that are representative of wetland benefits and/or values and thereby contributes to global biological diversity; or
8. is an important source of food for fishes, spawning ground, nursery and/or migration path on which fish stocks, either within the wetland or elsewhere, depend; or
9. regularly supports 1% of the individuals in a population of one species or subspecies of wetland-dependent non-avian animal.

- San Francisco Bay in California is the largest estuary on the Pacific Coast of the U.S. and provides key habitat for a broad suite of wildlife and a range of ecological services such as flood protection and carbon sequestration.

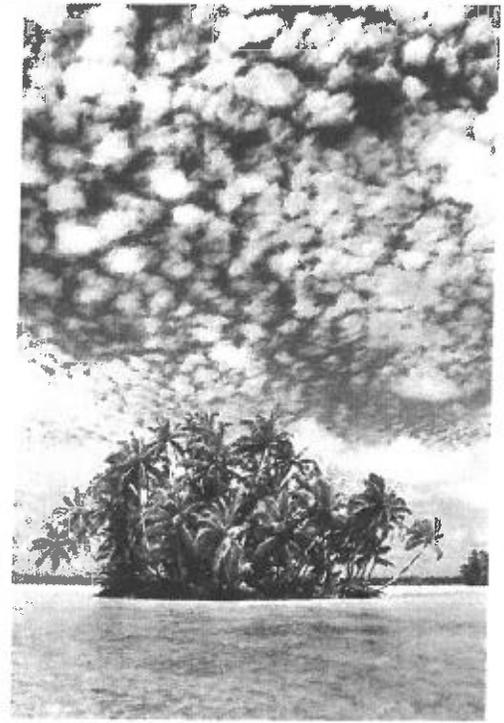
- Florida's Everglades serve as a vast filter and reservoir of clean water, which supplies Florida's expanding human population.

- Roswell Artesian Wetlands in New Mexico plays a critical role in the life cycles of over 100 varieties of dragonflies and damselflies, the largest collection in the world.

Ramsar Sites Worldwide:

- 168 nations have signed on to the Ramsar Convention Treaty.

- 2,200 sites have been designated to date, covering a surface area of more than 516 million acres / 208,674,247 hectares.



Palmyra Atoll NWR/USFWS

Ramsar Sites in the United States of America:

37 sites have been designated in the United States. Some notable sites include:

United States Ramsar Sites

1. Izembek National Wildlife Refuge & State Game Area, AK	20. Tijuana River National Estuarine Research Reserve, CA
2. Forsythe National Wildlife Refuge, NJ	21. Grassland Ecological Area, CA
3. Okefenokee National Wildlife Refuge, GA & FL	22. Kawainui and Hamakua Marsh Complex, HI
4. Ash Meadows National Wildlife Refuge, NV	23. Francis Beidler Forest, SC
5. Everglades National Park, FL	24. Wilma H. Schiermeier Olentangy River Wetland Research Park, OH
6. Chesapeake Bay Estuarine Complex, MD & VA	25. Palmyra Atoll National Wildlife Refuge, Pacific Islands
7. Cheyenne Bottoms, KS	26. Corkscrew Swamp Sanctuary, FL
8. Cache-Lower White Rivers Joint Venture Area, AR	27. Upper Mississippi River Floodplain, MN, WI and IO
9. Horicon Marsh, WI	28. Humbug Marsh, MI
10. Catahoula Lake, LA	29. Roswell Artesian Wetlands, NM
11. Delaware Bay Estuary, DE, NJ, & PA	30. Laguna de Santa Rosa, CA
12. Pelican Island National Wildlife Refuge, FL	31. Kakagon and Bad River Sloughs, WI
13. Caddo Lake, TX	32. Congaree National Park, SC
14. Connecticut River Estuary and Tidal Wetlands Complex, CT	33. The Emiquon Complex, IL
15. Cahe River-Cypress Creek Wetlands, IL	34. Sue and Wes Dixon Waterfowl Refufge at Hennepin and Hopper Lakes, IL
16. Sand Lake National Wildlife Refuge, SD	35. San Francisco Bay Esuary, CA
17. Bolinas Lagoon, CA	36. Missisquoi and Bay Wetlands, VT
18. Quivira National Wildlife Refuge, KS	37. Door Peninsula Coastal Wetlands, WI
19. Tomales Bay, CA	38. Chiwaukee Illinois Beach Lake Plain, WI and IL

For more information contact:

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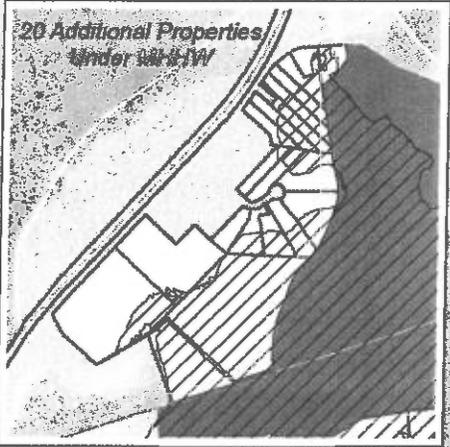
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May 2015

Elkhorn Slough Properties below MHHW (1.8 m): Considerations for Establishment of a Ramsar Wetland

March 2016



LEGEND

 MHHW (1.8 m)

Property Ownership

-  ESF and ESNERR
-  ESF Easement
-  Packard
-  TNC and Other State Lands
-  Private

