



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

June 24, 2020

MLHD is inviting you to a scheduled Zoom meeting.

Topic: MLHD Regular Meeting of the Board June 24, 2020

Time: Jun 24, 2020 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88534667373>

Meeting ID: 885 3466 7373

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Meeting ID: 885 3466 7373

Find your local number: <https://us02web.zoom.us/u/kb6qpbOyGD>

A. CLOSED SESSION

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

1. Meet pursuant to Government Code §54957(b) (1) to conduct routine performance evaluation of the General Manager/Harbor Master.
2. Meet and confer with its legal counsel pursuant to Government Code Section 54956.9(a)(d) on one matter of significant exposure to litigation.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE – ROLL CALL

Russ Jeffries – President

Tony Leonardini – Vice President

Vince Ferrante – Secretary

James Goulart – Commissioner

Liz Soto - Commissioner

Tommy Razzeca – General Manager

Mike Rodriguez – District Counsel

Shay Shaw – Administrative Assistant

C. PRESIDENT'S REMARKS

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

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.

E. CONSENT CALENDAR

1. Approval of the May 27, 2020 Regular Meeting Minutes.

F. FINANCIAL REPORT

2. Financial report month ending May 31, 2020.

H. MANAGERS' REPORTS

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

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

I. COMMITTEE REPORTS

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

J. GENERAL MANAGER REPORT AND UPDATE REGARDING ORDINANCE NO. 208

The General Manager will provide the Board an update regarding Ordinance No. 208 related to the Passenger Vessel Fee and late fees which are not being charged at this time due to the COVID-19 Pandemic. The General Manager will seek direction from the Board.

K. NEW BUSINESS

18. ITEM – CSDA Election Ballot Seat C Coastal Network
 - a. Staff report
 - b. Public Comment
 - c. Board discussion
 - d. Board action

19. ITEM – Consider approval of K-Dock lease with Lusamerica Foods Inc.
 - a. Staff report
 - b. Public Comment
 - c. Board discussion
 - d. Board action

20. ITEM – MBARI Special Activity Use Permit Application

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

21. ITEM- Consider Award of FY 2019/2020 GM Bonus

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

L. 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.

M. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled for July 22, 2020 at 7:00 PM at the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals requiring special accommodations should contact Administrative Assistant, Shay Shaw at Shaw@mosslandingharbor.dst.ca.us or at 831.633.2461 no less than 72 hours prior to the meeting or if a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to Regular Meetings and 24 hours prior to Special Meetings and/or by contacting the District at 831.633.5417 or Shaw@mosslandingharbor.dst.ca.us or on the District's website at www.mosslandingharbor.dst.ca.us. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act.



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

May 27, 2020

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

Topic: MLHD Regular Meeting of the Board May 27, 2020
Time: May 27, 2020 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/84053659485>

Meeting ID: 840 5365 9485
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+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)

Meeting ID: 840 5365 9485
Find your local number: <https://us02web.zoom.us/u/k99EoC3Qv>

A. CLOSED SESSION

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

1. Meet and confer with its legal counsel pursuant to Government Code Section 54956.9(a)(d) on one matter of significant exposure to litigation.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE – ROLL CALL

The open session was called to order at 7:01pm, after the Pledge of Allegiance Roll was called.

Commissioners Present:

Russ Jeffries – President
Tony Leonardini – Vice President
Vince Ferrante – Secretary
James Goulart – Commissioner
Liz Soto - Commissioner

Staff Present:

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

C. PRESIDENT'S REMARKS

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

D. PUBLIC COMMENTS

None

E. CONSENT CALENDAR

1. Approval of the April 22, 2020 Regular Meeting Minutes. A motion was made by Commissioner Leonardini, seconded by Commissioner Goulart, to approve the April 22, 2020 Regular Meeting Minutes. The motion passed unanimously on a roll-call vote.

F. FINANCIAL REPORT

2. Financial report month ending April 30, 2020. GM Razzeca gave the highlights. A motion was made by Commissioner Ferrante, seconded by Commissioner Soto to accept the financial report. The motion passed unanimously on a roll-call vote.

H. MANAGERS' REPORTS

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

3. Projects Status/Update – written report/no questions
4. Summary of Permits Issued – written report/no questions
5. Meeting Announcements – written report/no questions
6. Liveboard Report – written report/no questions
7. Slip Income Report – written report/no questions
8. Incident Report – written report/no questions

I. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Soto – nothing to report
10. Elkhorn Slough Advisory Committee – Leonardini – nothing to report
11. Special Districts – Jeffries/Ferrante – nothing to report
12. Budget Committee – Leonardini/Goulart – nothing to report
13. Liveboard Committee – Goulart/Soto – nothing to report
14. Harbor Improvement Committee – Goulart/Soto – nothing to report
15. Real Property Committee I – Jeffries/Leonardini – nothing to report
16. Real Property Committee II – Ferrante/Goulart – nothing to report
17. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written. President Jeffries, and General Manager Razzeca attended the Monterey County Planning Commission meeting via zoom regarding the Moss Landing Community Plan update and President Jeffries reported on the events that took place. Commissioner Ferrante attended Legislative days via Zoom and gave a report of the events that took place.

J. NEW BUSINESS

18. ITEM – Consider adoption of Resolution 20-06 amending the District Bylaws
 - a. Staff report – GM Razzeca gave the report
 - b. Public Comment – none
 - c. Board discussion – none
 - d. Board action – A motion was made by Commissioner Soto, seconded by Commissioner Goulart to adopt Resolution 20-06 amending the District Bylaws. The motion passed unanimously on a roll-call vote.
19. ITEM – Public Hearing and Fixing Final Budget FY 20/21
 - a. Staff report – GM Razzeca gave the report
 - b. Public Comment – none
 - c. Board discussion – Commissioner Ferrante pointed out a line item on the budget where the CPI increase had not been figured in to the projected income. President Jeffries recommended that the Budget be adopted as is but that a review of the budget should take place in October when updates and changes could be made if necessary.
 - d. Board action – A motion was made by Commissioner Soto, seconded by Commissioner Goulart to fix the final Budget FY 20/21. The motion passed unanimously on a roll-call vote.
20. ITEM – Ordinance No. 209 amending the Districts Fee Schedule for FY 20/21
 - a. Staff report – GM Razzeca
 - b. Public Comment - none
 - c. Board discussion – none

d. Board action – A motion was made by Commissioner Ferrante, seconded by Commissioner Goulart to amend Ordinance No. 209 the Districts Fee Schedule for FY 20/21. The motion passed unanimously on a roll-call vote.

21. ITEM – Consider Authorization to Execute Amendment 11 MLCP EIR

a. Staff report – GM Razzeca

b. Public Comment – none

c. Board discussion – none

d. Board action – A motion was made by Commissioner Soto, seconded by President Jeffries to authorize the Board President and the Deputy Secretary to execute Amendment 11 MLCP EIR. The motion passed unanimously on a roll-call vote.

22. ITEM – Resolution 20-07 calling for an Election

a. Staff report – GM Razzeca gave the report

b. Public Comment – none

c. Board discussion – Commissioner Soto asked if anyone has come forward to date to run for the election. GM Razzeca responded no one has come forward at this time.

d. Board action – A motion was made by Commissioner Soto, seconded by Commissioner Goulart to adopt Resolution 20-07 ordering the November 3, 2020 District Election.

23. ITEM – Consider Financing Option and Insurance Renewal

a. Staff report - GM Razzeca gave the report

b. Public Comment – none

c. Board discussion - none

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

K. COMMISSIONERS COMMENTS AND CONCERNS

None.

L. ADJOURNMENT

The meeting adjourned at 8:03PM

Respectfully submitted,

Vince Ferrante, Secretary
Board of Harbor Commissioners

ATTEST:

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District
Balance Sheet
As of May 31, 2020

	May 31, 20	May 31, 19	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1009 · Union - Operating	2,782,389	593,322	2,189,067	369%
1010 · Union - M.M.	8,362	2,902,612	-2,894,250	-100%
1011 · Union - Payroll	31,746	31,743	3	
1015 · 1st Capital Bank	1,553,952	1,551,094	2,858	0%
1018 · Union Bank- Trust Account	880,071	606,544	273,527	45%
1020 · Umpqua - Restricted	1,016,484	1,013,294	3,190	0%
Total Checking/Savings	<u>6,273,504</u>	<u>6,699,109</u>	<u>-425,605</u>	<u>-6%</u>
Accounts Receivable				
11290 · Leases				
1282 · NNN Receivable	121,046	78,892	42,154	53%
1291 · Monterey Bay Kayak		-1,496	1,496	100%
Total 11290 · Leases	<u>121,046</u>	<u>77,396</u>	<u>43,650</u>	<u>56%</u>
1200 · Marina Receivables	133,367	170,314	-36,947	-22%
1201 · Marina - Allow for Bad Debt	-48,375	-44,125	-4,250	-10%
Total Accounts Receivable	<u>206,038</u>	<u>203,585</u>	<u>2,453</u>	<u>1%</u>
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	31,868	30,758	1,110	4%
1280 · Other	7,496	20,000	-12,504	-63%
Total 1271 · Prepaid Expenses	<u>39,364</u>	<u>50,758</u>	<u>-11,394</u>	<u>-22%</u>
Total Other Current Assets	<u>39,364</u>	<u>50,758</u>	<u>-11,394</u>	<u>-22%</u>
Total Current Assets	<u>6,518,906</u>	<u>6,953,452</u>	<u>-434,546</u>	<u>-6%</u>
Fixed Assets				
1650 · Construction in Progress	4,554,742	2,350,423	2,204,319	94%
1670 · Equipment	453,356	823,611	-370,255	-45%
1700 · Improvements				
1710 · NH Buildings & Improvements	7,157,639	7,871,280	-713,641	-9%
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,160,807	8,281,705	-120,898	-1%
1740 · SH Floating Docks	9,457,184	9,460,727	-3,543	
Total 1700 · Improvements	<u>25,932,523</u>	<u>26,770,605</u>	<u>-838,082</u>	<u>-3%</u>
1800 · Less - Depreciation				
1805 · Equipment	-427,903	-788,499	360,596	46%
1810 · NH Buildings & Improvements	-3,622,668	-3,999,843	377,175	9%
1820 · NH Floating Docks	-531,812	-520,125	-11,687	-2%
1825 · NH Offsite Improvements	-496,639	-477,849	-18,790	-4%
1830 · SH Buildings & Improvements	-6,218,115	-6,184,567	-33,548	-1%
1840 · SH Floating Docks	-6,390,160	-5,980,305	-409,855	-7%
Total 1800 · Less - Depreciation	<u>-17,687,297</u>	<u>-17,951,188</u>	<u>263,891</u>	<u>1%</u>

Moss Landing Harbor District
Balance Sheet
As of May 31, 2020

	<u>May 31, 20</u>	<u>May 31, 19</u>	<u>\$ Change</u>	<u>% Change</u>
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	<u>14,896,184</u>	<u>13,636,311</u>	<u>1,259,873</u>	<u>9%</u>
Other Assets				
1320 · Workers Comp Deposit	200	200		
1530 · Principal Financial CS	7,389	7,389		
Total Other Assets	<u>7,589</u>	<u>7,589</u>		
TOTAL ASSETS	<u><u>21,422,679</u></u>	<u><u>20,597,352</u></u>	<u><u>825,327</u></u>	<u><u>4%</u></u>

Moss Landing Harbor District
Balance Sheet
As of May 31, 2020

	<u>May 31, 20</u>	<u>May 31, 19</u>	<u>\$ Change</u>	<u>% Change</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2010 · Accounts Payable	-49,999	253,947	-303,946	-120%
Total Accounts Payable	<u>-49,999</u>	<u>253,947</u>	<u>-303,946</u>	<u>-120%</u>
Other Current Liabilities				
2013 · Accrued Expenses		106,021	-106,021	-100%
2020 · Accrued Salaries Payable	8,579	7,150	1,429	20%
2021 · Accrued Vacation	21,810	90,718	-68,908	-76%
2023 · Accrued Payroll Taxes	561	561		
2030 · Customer Deposits	322,334	313,227	9,107	3%
2051 · Note Interest Payable				
2062 · Umpqua Accrued Interest	33,556	35,386	-1,830	-5%
Total 2051 · Note Interest Payable	<u>33,556</u>	<u>35,386</u>	<u>-1,830</u>	<u>-5%</u>
2080 · Prepaid Berth Fees	133,449	130,555	2,894	2%
2082 · MLCP Cost Reimb. Deposit	79,688	1,379	78,309	5,679%
2086 · Prepaid Leases				
20861 · Duke	64,557	63,855	702	1%
20862 · MBARI	-4,595	21,521	-26,116	-121%
Total 2086 · Prepaid Leases	<u>59,962</u>	<u>85,376</u>	<u>-25,414</u>	<u>-30%</u>
2087 · Lease Deposits	18,236	17,047	1,189	7%
Total Other Current Liabilities	<u>678,175</u>	<u>787,420</u>	<u>-109,245</u>	<u>-14%</u>
Total Current Liabilities	<u>628,176</u>	<u>1,041,367</u>	<u>-413,191</u>	<u>-40%</u>
Long Term Liabilities				
2605 · Umpqua Loan	2,908,858	3,298,374	-389,516	-12%
Total Long Term Liabilities	<u>2,908,858</u>	<u>3,298,374</u>	<u>-389,516</u>	<u>-12%</u>
Total Liabilities	<u>3,537,034</u>	<u>4,339,741</u>	<u>-802,707</u>	<u>-18%</u>
Equity				
3020 · Retained Net Assets	6,456,231	6,456,231		
3050 · Prior Year Earnings	11,890,585	10,752,657	937,928	9%
Net Income	-261,171	-951,277	690,106	73%
Total Equity	<u>17,885,645</u>	<u>16,257,611</u>	<u>1,628,034</u>	<u>10%</u>
TOTAL LIABILITIES & EQUITY	<u><u>21,422,679</u></u>	<u><u>20,597,352</u></u>	<u><u>825,327</u></u>	<u><u>4%</u></u>

Moss Landing Harbor District
Statement of Cash Flows
July 2019 through May 2020

Jul '19 - May 20

OPERATING ACTIVITIES

Net Income	-261,171
Adjustments to reconcile Net Income	
to net cash provided by operations:	
1200 · Marina Receivables	-5,960
1201 · Marina - Allow for Bad Debt	23,375
11290 · Leases:1282 · NNN Receivable	-26,641
11290 · Leases:1284 · Local Bounty	1,230
1271 · Prepaid Expenses:1270 · Insurance	-31,868
1271 · Prepaid Expenses:1280 · Other	90,565
1800 · Less - Depreciation:1805 · Equipment	18,701
1800 · Less - Depreciation:1810 · NH Buildings & Improvements	237,411
1800 · Less - Depreciation:1820 · NH Floating Docks	11,034
1800 · Less - Depreciation:1825 · NH Offsite Improvements	26,934
1800 · Less - Depreciation:1830 · SH Buildings & Improvements	191,380
1800 · Less - Depreciation:1840 · SH Floating Docks	379,867
2010 · Accounts Payable	-346,337
2020 · Accrued Salaries Payable	0
2030 · Customer Deposits	6,593
2080 · Prepaid Berth Fees	-19,128
2086 · Prepaid Leases:20861 · Duke	6,320
2086 · Prepaid Leases:20862 · MBARI	-23,326
2087 · Lease Deposits	1,190
2013 · Accrued Expenses	-164,770
2051 · Note Interest Payable:2062 · Umpqua Accrued Interest	-5,614
2082 · MLCP Cost Reimb. Deposit	79,688
Net cash provided by Operating Activities	<u>189,473</u>

FINANCING ACTIVITIES

2605 · Umpqua Loan	-389,516
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Net cash provided by Financing Activities	<u>-389,516</u>
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Net cash increase for period	-200,043
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Cash at beginning of period	6,473,546
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Cash at end of period	<u><u>6,273,503</u></u>
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Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

Ordinary Income/Expense	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,522,957	1,602,645	-79,688	95%
4112 · Qtrly/Annual Discount	-1,218	-2,063	845	59%
4113 · Commercial Vessel Dscnt	-11,664	-11,000	-664	106%
4114 · Away (1 mnth) Dscnt	-986	-2,063	1,077	48%
4115 · Temporary Berthing	226,771	231,363	-4,592	98%
4120 · Liveaboard Fees	115,638	110,825	4,813	104%
4130 · Transient Berthing	34,432	35,600	-1,168	97%
4220 · Wait List	5,475	8,250	-2,775	66%
4260 · Towing - Intra Harbor	900	550	350	164%
4270 · Pumpouts	1,850	600	1,250	308%
4280 · Late Fees	24,900	27,500	-2,600	91%
4282 · Recovered Lien Costs	1,790	1,000	790	179%
Total 4100 · Berthing Income	1,920,845	2,003,207	-82,362	96%
4200 · Other Income - Operations				
4225 · Merchandise	222	450	-228	49%
4230 · SH Parking	81,328	107,200	-25,872	76%
4285 · Dog Fee	1,255	605	650	207%
4290 · Misc	119	2,085	-1,966	6%
Total 4200 · Other Income - Operations	82,924	110,340	-27,416	75%
4300 · Operating Grant Revenues		10,000	-10,000	
Total 4000 · MARINA REVENUES	2,003,769	2,123,547	-119,778	94%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

Expense	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
5200 · General & Administrative				
5100 · Advertising	5,274	5,500	-226	96%
5210 · Dues & Subscriptions	7,733	3,681	4,052	210%
5220 · Office Supplies				
5223 · Administration	3,754	3,596	158	104%
5225 · Operations	6,946	10,648	-3,702	65%
Total 5220 · Office Supplies	10,700	14,244	-3,544	75%
5230 · Postage & Equip Lease				
5232 · Meter Lease	748	478	270	156%
5235 · Postage	249	531	-282	47%
Total 5230 · Postage & Equip Lease	997	1,009	-12	99%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	2,679	3,376	-697	79%
Total 5240 · Copier Lease & Supplies	2,679	3,376	-697	79%
5250 · Telephone & Communications				
5253 · Administration	13,132	11,082	2,050	118%
5255 · Operations	913	1,277	-364	71%
Total 5250 · Telephone & Communications	14,045	12,359	1,686	114%
5260 · Professional Services				
5262 · Accounting	35,895	36,750	-855	98%
5263 · Audit fees	16,500	18,000	-1,500	92%
5265 · Legal	46,730	91,667	-44,937	51%
5268 · Computer Consulting	1,240	314	926	395%
5269 · Payroll Processing	3,772	3,394	378	111%
Total 5260 · Professional Services	104,137	150,125	-45,988	69%
5290 · Credit Card Fees	16,680	14,475	2,205	115%
5921 · Internet Billing Service	2,875	2,455	420	117%
Total 5200 · General & Administrative	165,120	207,224	-42,104	80%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	125,105	186,532	-61,427	67%
5315 · Operations	172,930	147,481	25,449	117%
5318 · Maintenance	142,608	136,076	6,532	105%
Total 5310 · Salaries	440,643	470,089	-29,446	94%
5330 · Payroll Taxes				
5333 · Administration	9,420	14,270	-4,850	66%
5335 · Operations	13,229	11,270	1,959	117%
5338 · Maintenance	11,035	10,410	625	106%
Total 5330 · Payroll Taxes	33,684	35,950	-2,266	94%
5340 · Employee Benefits				
5343 · Administration	40,967	33,396	7,571	123%
5345 · Operations	5,229			
5348 · Maintenance	47,580	55,457	-7,877	86%
Total 5340 · Employee Benefits	93,776	88,853	4,923	106%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	<u>Jul '19 - May 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5350 · Workers Compensation				
5353 · Administration	3,300	2,154	1,146	153%
5355 · Operations	6,064	7,928	-1,864	76%
5358 · Maintenance	7,337	18,842	-11,505	39%
Total 5350 · Workers Compensation	16,701	28,924	-12,223	58%
5360 · Education & Training				
5363 · Administration	920	4,000	-3,080	23%
Total 5360 · Education & Training	920	4,000	-3,080	23%
Total 5300 · Personnel	585,724	627,816	-42,092	93%
5400 · Insurance				
5410 · Liability Insurance	116,652	119,967	-3,315	97%
Total 5400 · Insurance	116,652	119,967	-3,315	97%
5500 · Utilities				
5510 · Garbage	88,945	48,583	40,362	183%
5520 · Gas and Electric	220,000	210,000	10,000	105%
5530 · Water	34,750	29,333	5,417	118%
5540 · Sewer	33,295	36,667	-3,372	91%
Total 5500 · Utilities	376,990	324,583	52,407	116%
5600 · Operating Supplies				
5610 · Vehicles	7,615	9,167	-1,552	83%
5625 · Operations	17,800	18,333	-533	97%
Total 5600 · Operating Supplies	25,415	27,500	-2,085	92%
5700 · Depreciation	432,664	433,125	-462	100%
5800 · Repairs & Maintenance				
5810 · Vehicles	1,838	369	1,469	498%
5830 · Equip Rental	4,828	4,935	-107	98%
5850 · Repair Materials	54,741	77,196	-22,455	71%
5860 · Outside Service Contracts	69,817	64,167	5,650	109%
5870 · Derelict Disposal	34,666	40,000	-5,334	87%
Total 5800 · Repairs & Maintenance	165,890	186,667	-20,777	89%
5900 · Financial Expenses				
5920 · Bank Service Charges	1,293		1,293	100%
5990 · Bad Debt	23,375	22,917	458	102%
Total 5900 · Financial Expenses	24,668	22,917	1,751	108%
Total · MARINA EXPENSES	1,893,123	1,949,799	-56,677	97%
Net Ordinary Income - Marina Operations	110,647	173,748	-63,102	64%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	63,471	64,087	-616	99%
4052 · MBARI - MARS Cable		1,378	-1,378	
4053 · MBARI	23,326	26,435	-3,109	88%
Total 4050 · Trust Lands Lease Revenue	86,797	91,900	-5,103	94%
4500 · Leases				
4502 · Cannery Building				
4517 · Suite 2	31,335	30,878	457	101%
4504 · Suite 3	85,860	85,389	471	101%
4511 · Suite 1 & 10	17,223	17,367	-144	99%
4515 · Suite 4	82,551	82,582	-31	100%
4518 · Suite 5	25,794	24,148	1,646	107%
4510 · Suite 6	24,673	25,267	-594	98%
4512 · Suite 7	8,508			
4503 · Suite 8	8,567	8,644	-77	99%
4520 · Suite 9	7,120	7,836	-716	91%
4523 · Canary NNN	30,977	36,667	-5,690	84%
Total 4502 · Cannery Building	322,608	318,778	3,830	101%
4530 · RV Lot	31,823	31,659	164	101%
4540 · Martin & Mason	24,562	26,315	-1,753	93%
4560 · North Harbor				
4562 · Sea Harvest	32,515	34,833	-2,318	93%
4568 · Monterey Bay Kayaks	39,995	36,667	3,328	109%
Total 4560 · North Harbor	72,510	71,500	1,010	101%
Total 4500 · Leases	451,503	448,252	3,251	101%
4600 · District Property Taxes	313,904	200,000	113,904	157%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	254,989	252,633	2,356	101%
4126 · Passenger Vessel Fees	28,946	22,917	6,029	126%
4710 · Vending Activities				
4711 · Washer/Dryer	7,029	8,938	-1,909	79%
4712 · Soda	375	250	125	150%
Total 4710 · Vending Activities	7,404	9,188	-1,784	81%
4720 · Dry Storage	55,552	59,583	-4,031	93%
4725 · North Harbor Use Fee	97,949	75,900	22,049	128%
4727 · Key Sales	4,207	7,333	-3,126	57%
4730 · NH Washdown	906	2,292	-1,386	40%
4735 · Camp/RV	550	4,000	-3,450	14%
4740 · Equipment Rental		250	-250	
4751 · Permits	3,106	4,000	-894	78%
4765 · Faxes, Copies & Postage	55	55		100%
4770 · Surplus Auction/Sales		20	-20	
Total 4700 · Other Revenues & Concessions	453,664	438,171	15,493	104%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
 July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
4800 · Interest				
4841 · Union Bank Interest	225	229	-4	98%
4843 · First Capital Bank	2,858	1,375	1,483	208%
4846 · Umpqua Interest	2,774	1,375	1,399	202%
Total 4800 · Interest	5,857	2,979	2,878	197%
Total 4400 · LEASE AND OTHER INCOME	1,311,725	1,181,302	130,423	111%
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	82,839	81,082	1,757	102%
Total 7100 · Interest Expense	82,839	81,082	1,757	102%
7200 · Other Financial Expenses				
7221 · CSDA Dues	7,077	6,800	277	104%
7230 · LAFO Administrative Charges	6,357	6,411	-54	99%
Total 7200 · Other Financial Expenses	13,434	13,211	223	102%
5700 · Depreciation	432,664	433,125	-462	100%
7300 · Commissioner Expenses				
7320 · Monthly Stipend	10,600	11,917	-1,317	89%
7321 · Employer Payroll Taxes	811	917	-106	88%
7330 · Incurred Expenses	2,319	917	1,402	253%
Total 7300 · Commissioner Expenses	13,730	13,751	-21	100%
Total 7000 · LEASE AND OTHER EXPENSES	542,667	541,169	1,498	100%
Net Ordinary Income - Lease & Other Operations	769,059	640,133	128,926	120%
Net Ordinary Income - Combined Operations	879,705	813,881	65,824	108%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
 July 2019 through May 2020

	Jul '19 - May 20	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
8000 · CAPITAL PROJECT REVENUE				
8215 · FEMA Grant Receivable	662,710			
8250 · Dredging				
Total 8000 · CAPITAL PROJECT REVENUE	<u>662,710</u>		<u>662,710</u>	<u>100%</u>
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	20,313		20,313	100%
8201 · Reimbursable expenses	-20,313		-20,313	100%
Total 8001 · Cost Reimbursements	<u>0</u>		<u>0</u>	<u>0%</u>
Total Other Income	<u>662,710</u>		<u>662,710</u>	<u>100%</u>
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
9025 · Covid 19	1,106			
5880 · Dredging	1,497,766	500,000	997,766	300%
9051 · Sewer Lift Station		50,000	-50,000	
9053 · Dock Maintenance	1,949	5,000	-3,051	39%
9054 · Sea Lion Deterrent Fencing	1,018	15,000	-13,982	7%
9060 · NH Berthers Parking/Paving		50,000	-50,000	
9150 · Cannery		100,000	-100,000	
9250 · Security Camera		10,000	-10,000	
9305 · Piling Replacement Proj. - Dist		125,000	-125,000	
9309 · New NH Building	305,892	1,000,000	-694,108	31%
9310 · NH Hotel		75,000	-75,000	
9440 · NH Shoreline (North)	-13,910			
9470 · NH Visitor Dock		200,000	-200,000	
9565 · Miscellaneous Capital Projects		76,000	-76,000	
9750 · Office Computers	9,765	25,000	-15,235	39%
9800 · Dock Replacement		100,000	-100,000	
Total 9000 · CAPITAL PROJECT EXPENSES	<u>1,803,586</u>	<u>2,331,000</u>	<u>-527,414</u>	<u>77%</u>
Total Other Expense	<u>1,803,586</u>	<u>2,331,000</u>	<u>-527,414</u>	<u>77%</u>
Net Other Income	<u>-1,140,876</u>	<u>-2,331,000</u>	<u>1,190,124</u>	<u>49%</u>
Net Income	<u><u>-261,171</u></u>	<u><u>-1,517,119</u></u>	<u><u>1,255,948</u></u>	<u><u>17%</u></u>

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

Ordinary Income/Expense	Jul '19 - May 20	Jul '18 - May 19	\$ Change	% Change
Income				
4000 · MARINA REVENUES				
4100 · Berthing Income				
4110 · Assigned Berthing	1,522,957	1,493,403	29,554	2%
4112 · Qtrly/Annual Discount	-1,218	-1,099	-119	-11%
4113 · Commercial Vessel Dscnt	-11,664	-12,537	873	7%
4114 · Away (1 mnth) Dscnt	-986	-1,162	176	15%
4115 · Temporary Berthing	226,771	253,992	-27,221	-11%
4120 · Liveaboard Fees	115,638	109,475	6,163	6%
4130 · Transient Berthing	34,432	48,130	-13,698	-28%
4220 · Wait List	5,475	9,825	-4,350	-44%
4260 · Towing - Intra Harbor	900	450	450	100%
4270 · Pumpouts	1,850	400	1,450	363%
4280 · Late Fees	24,900	38,542	-13,642	-35%
4282 · Recovered Lien Costs	1,790	2,985	-1,195	-40%
Total 4100 · Berthing Income	1,920,845	1,942,404	-21,559	-1%
4200 · Other Income - Operations				
4225 · Merchandise	222	108	114	106%
4230 · SH Parking	81,328	92,043	-10,715	-12%
4285 · Dog Fee	1,255	1,163	92	8%
4290 · Misc	119	1,542	-1,423	-92%
Total 4200 · Other Income - Operations	82,924	94,856	-11,932	-13%
4300 · Operating Grant Revenues		148,919	-148,919	-100%
Total 4000 · MARINA REVENUES	2,003,769	2,186,179	-182,410	-8%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

Expense	Jul '19 - May 20	Jul '18 - May 19	\$ Change	% Change
5200 · General & Administrative				
5100 · Advertising	5,274	4,264	1,010	24%
5210 · Dues & Subscriptions	7,733	3,201	4,532	142%
5220 · Office Supplies				
5223 · Administration	3,754	3,421	333	10%
5225 · Operations	6,946	11,217	-4,271	-38%
Total 5220 · Office Supplies	10,700	14,638	-3,938	-27%
5230 · Postage & Equip Lease				
5232 · Meter Lease	748	517	231	45%
5235 · Postage	249	575	-326	-57%
Total 5230 · Postage & Equip Lease	997	1,092	-95	-9%
5240 · Copier Lease & Supplies				
5242 · Copier Lease	2,679	3,491	-812	-23%
Total 5240 · Copier Lease & Supplies	2,679	3,491	-812	-23%
5250 · Telephone & Communications				
5253 · Administration	13,132	11,654	1,478	13%
5255 · Operations	913	828	85	10%
Total 5250 · Telephone & Communications	14,045	12,482	1,563	13%
5260 · Professional Services				
5262 · Accounting	35,895	32,531	3,364	10%
5263 · Audit fees	16,500	15,500	1,000	6%
5265 · Legal	46,730	61,813	-15,083	-24%
5268 · Computer Consulting	1,240	170	1,070	629%
5269 · Payroll Processing	3,772	3,421	351	10%
Total 5260 · Professional Services	104,137	113,435	-9,298	-8%
5290 · Credit Card Fees	16,680	14,328	2,352	16%
5921 · Internet Billing Service	2,875	2,389	486	20%
Total 5200 · General & Administrative	165,120	169,320	-4,200	-2%
5300 · Personnel				
5310 · Salaries				
5313 · Administration	125,105	252,126	-127,021	-50%
5315 · Operations	172,930	128,005	44,925	35%
5318 · Maintenance	142,608	116,492	26,116	22%
Total 5310 · Salaries	440,643	496,623	-55,980	-11%
5330 · Payroll Taxes				
5333 · Administration	9,420	17,266	-7,846	-45%
5335 · Operations	13,229	9,792	3,437	35%
5338 · Maintenance	11,035	8,912	2,123	24%
Total 5330 · Payroll Taxes	33,684	35,970	-2,286	-6%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	Jul '19 - May 20	Jul '18 - May 19	\$ Change	% Change
5340 · Employee Benefits				
5342 · Vehicle Allowance		2,800	-2,800	-100%
5343 · Administration	40,967	56,165	-15,198	-27%
5345 · Operations	5,229	3,928	1,301	33%
5348 · Maintenance	47,580	38,947	8,633	22%
Total 5340 · Employee Benefits	93,776	101,840	-8,064	-8%
5350 · Workers Compensation				
5353 · Administration	3,300	3,200	100	3%
5355 · Operations	6,064	6,270	-206	-3%
5358 · Maintenance	7,337	7,659	-322	-4%
Total 5350 · Workers Compensation	16,701	17,129	-428	-2%
5360 · Education & Training				
5363 · Administration	920	1,755	-835	-48%
5365 · Operations		1,680	-1,680	-100%
5368 · Maintenance		840	-840	-100%
Total 5360 · Education & Training	920	4,275	-3,355	-78%
Total 5300 · Personnel	585,724	655,837	-70,113	-11%
5400 · Insurance				
5410 · Liability Insurance	116,652	115,605	1,047	1%
Total 5400 · Insurance	116,652	115,605	1,047	1%
5500 · Utilities				
5510 · Garbage	88,945	54,860	34,085	62%
5520 · Gas and Electric	220,000	168,685	51,315	30%
5530 · Water	34,750	28,572	6,178	22%
5540 · Sewer	33,295	77,107	-43,812	-57%
Total 5500 · Utilities	376,990	329,224	47,766	15%
5600 · Operating Supplies				
5610 · Vehicles	7,615	7,886	-271	-3%
5625 · Operations	17,800	16,894	906	5%
Total 5600 · Operating Supplies	25,415	24,780	635	3%
5700 · Depreciation	432,664	432,664		
5800 · Repairs & Maintenance				
5810 · Vehicles	1,838	294	1,544	525%
5830 · Equip Rental	4,828	3,612	1,216	34%
5850 · Repair Materials	54,741	59,682	-4,941	-8%
5860 · Outside Service Contracts	69,817	51,784	18,033	35%
5870 · Derelict Disposal	34,666	18,684	15,982	86%
Total 5800 · Repairs & Maintenance	165,890	134,056	31,834	24%
5900 · Financial Expenses				
5920 · Bank Service Charges	1,293	6,584	-5,291	-80%
5990 · Bad Debt	23,375	19,125	4,250	22%
Total 5900 · Financial Expenses	24,668	25,709	-1,041	-4%
Total · MARINA EXPENSES	1,893,123	1,887,195	5,928	0%
Net Ordinary Income - Marina Operations	110,647	298,985	-188,338	-63%

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	<u>Jul '19 - May 20</u>	<u>Jul '18 - May 19</u>	<u>\$ Change</u>	<u>% Change</u>
4400 · LEASE AND OTHER INCOME				
4050 · Trust Lands Lease Revenue				
4051 · Dynegy Outfall	63,471	62,099	1,372	2%
4053 · MBARI	23,326	25,465	-2,139	-8%
Total 4050 · Trust Lands Lease Revenue	<u>86,797</u>	<u>87,564</u>	<u>-767</u>	<u>-1%</u>
4500 · Leases				
4502 · Cannery Building				
4517 · Suite 2	31,335	29,885	1,450	5%
4504 · Suite 3	85,860	82,521	3,339	4%
4511 · Suite 1 & 10	17,223	16,581	642	4%
4515 · Suite 4	82,551	80,978	1,573	2%
4518 · Suite 5	25,794	23,179	2,615	11%
4510 · Suite 6	24,673	24,401	272	1%
4512 · Suite 7	8,508		8,508	100%
4503 · Suite 8	8,567	12,090	-3,523	-29%
4520 · Suite 9	7,120	7,703	-583	-8%
4523 · Canary NNN	30,977	27,943	3,034	11%
Total 4502 · Cannery Building	<u>322,608</u>	<u>305,281</u>	<u>17,327</u>	<u>6%</u>
4530 · RV Lot	31,823	30,746	1,077	4%
4540 · Martin & Mason	24,562	26,355	-1,793	-7%
4560 · North Harbor				
4562 · Sea Harvest	32,515	31,728	787	2%
4568 · Monterey Bay Kayaks	39,995	39,016	979	3%
Total 4560 · North Harbor	<u>72,510</u>	<u>70,744</u>	<u>1,766</u>	<u>2%</u>
Total 4500 · Leases	<u>451,503</u>	<u>433,126</u>	<u>18,377</u>	<u>4%</u>
4600 · District Property Taxes	313,904	305,449	8,455	3%
4700 · Other Revenues & Concessions				
4125 · Amenity Fee	254,989	257,316	-2,327	-1%
4126 · Passenger Vessel Fees	28,946	9,360	19,586	209%
4710 · Vending Activities				
4711 · Washer/Dryer	7,029	8,604	-1,575	-18%
4712 · Soda	375	237	138	58%
Total 4710 · Vending Activities	<u>7,404</u>	<u>8,841</u>	<u>-1,437</u>	<u>-16%</u>
4720 · Dry Storage	55,552	53,233	2,319	4%
4725 · North Harbor Use Fee	97,949	105,765	-7,816	-7%
4727 · Key Sales	4,207	5,600	-1,393	-25%
4730 · NH Washdown	906	1,419	-513	-36%
4735 · Camp/RV	550	200	350	175%
4740 · Equipment Rental				
4751 · Permits	3,106	7,885	-4,779	-61%
4765 · Faxes, Copies & Postage	55	35	20	57%
Total 4700 · Other Revenues & Concessions	<u>453,664</u>	<u>449,654</u>	<u>4,010</u>	<u>1%</u>

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
July 2019 through May 2020

	<u>Jul '19 - May 20</u>	<u>Jul '18 - May 19</u>	<u>\$ Change</u>	<u>% Change</u>
4800 · Interest				
4841 · Union Bank Interest	225	366	-141	-39%
4843 · First Capital Bank	2,858	3,090	-232	-8%
4846 · Umpqua Interest	2,774	2,170	604	28%
Total 4800 · Interest	<u>5,857</u>	<u>5,626</u>	<u>231</u>	<u>4%</u>
Total 4400 · LEASE AND OTHER INCOME	<u>1,311,725</u>	<u>1,281,419</u>	<u>30,306</u>	<u>2%</u>
7000 · LEASE AND OTHER EXPENSES				
7100 · Interest Expense				
7134 · Umpqua Accrued Interest	82,839	91,123	-8,284	-9%
Total 7100 · Interest Expense	<u>82,839</u>	<u>91,123</u>	<u>-8,284</u>	<u>-9%</u>
7200 · Other Financial Expenses				
7221 · CSDA Dues	7,077	6,740	337	5%
7230 · LAFO Administrative Charges	6,357	6,160	197	3%
Total 7200 · Other Financial Expenses	<u>13,434</u>	<u>12,900</u>	<u>534</u>	<u>4%</u>
5700 · Depreciation	432,664	432,664		
7300 · Commissioner Expenses				
7320 · Monthly Stipend	10,600	13,500	-2,900	-21%
7321 · Employer Payroll Taxes	811	1,033	-222	-21%
7330 · Incurred Expenses	2,319	1,353	966	71%
Total 7300 · Commissioner Expenses	<u>13,730</u>	<u>15,886</u>	<u>-2,156</u>	<u>-14%</u>
Total 7000 · LEASE AND OTHER EXPENSES	<u>542,667</u>	<u>552,573</u>	<u>-9,906</u>	<u>-2%</u>
Net Ordinary Income - Lease & Other Operations	<u>769,059</u>	<u>728,847</u>	<u>40,212</u>	<u>6%</u>
Net Ordinary Income - Combined Operations	<u>879,705</u>	<u>1,027,831</u>	<u>-148,126</u>	<u>-14%</u>

Moss Landing Harbor District
Profit & Loss Budget vs. Actual
 July 2019 through May 2020

	Jul '19 - May 20	Jul '18 - May 19	\$ Change	% Change
Other Income/Expense				
Other Income				
8000 · CAPITAL PROJECT REVENUE				
8215 · FEMA Grant Receivable	662,710		662,710	100%
Total 8000 · CAPITAL PROJECT REVENUE	662,710		662,710	100%
8001 · Cost Reimbursements				
8101 · Revenue from reimbursements	20,313	132,467	-112,154	-85%
8201 · Reimbursable expenses	-20,313	-5,661	-14,652	-259%
Total 8001 · Cost Reimbursements	0	126,806	-126,806	-100%
Total Other Income	662,710	126,806	535,904	423%
Other Expense				
9000 · CAPITAL PROJECT EXPENSES				
9025 · Covid 19	1,106		1,106	100%
5880 · Dredging	1,497,766	193,233	1,304,533	675%
9053 · Dock Maintenance	1,949	12,801	-10,852	-85%
9054 · Sea Lion Deterrent Fencing	1,018		1,018	100%
9309 · New NH Building	305,892	1,703,820	-1,397,928	-82%
9310 · NH Hotel		73,566	-73,566	-100%
9440 · NH Shoreline (North)	-13,910	122,494	-136,404	-111%
9750 · Office Computers	9,765		9,765	100%
Total 9000 · CAPITAL PROJECT EXPENSES	1,803,586	2,105,914	-302,328	-14%
Total Other Expense	1,803,586	2,105,914	-302,328	-14%
Net Other Income	-1,140,876	-1,979,108	838,232	42%
Net Income	-261,171	-851,277	690,106	73%

Moss Landing Harbor District
A/P Aging Summary
As of May 31, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Allied Administrators for Delta Dental	0.00	-402.14	0.00	0.00	0.00	-402.14
AT&T	265.38	0.00	0.00	0.00	0.00	265.38
Blue Shield of California	0.00	-206.33	0.00	0.00	0.00	-206.33
Byte Technology	162.00	0.00	0.00	0.00	0.00	162.00
CalPERS	0.00	-5,375.25	-5,375.00	0.00	0.00	-10,750.25
Carmel Marina Corporation	1,031.69	0.00	0.00	0.00	0.00	1,031.69
Carrot-Top Industries, Inc.	0.00	245.95	0.00	0.00	0.00	245.95
Castroville "ACE" Hardware	0.00	75.96	0.00	0.00	0.00	75.96
Cintas	450.52	0.00	0.00	0.00	0.00	450.52
Corralitos Electric	3,120.32	0.00	0.00	0.00	0.00	3,120.32
Damm Good Water	97.10	0.00	0.00	0.00	0.00	97.10
IPFS Corporation	0.00	-13,332.32	0.00	0.00	0.00	-13,332.32
Johnson Electronics, Inc.	120.00	0.00	0.00	0.00	0.00	120.00
Kevin Reeth	510.00	0.00	0.00	0.00	0.00	510.00
Linda G. McIntyre	240.00	0.00	0.00	0.00	0.00	240.00
Monterey County Health Dept.	0.00	-1,549.00	0.00	0.00	0.00	-1,549.00
Pajaro/Sunny Mesa C.S.D.	0.00	3,476.75	0.00	0.00	0.00	3,476.75
PG&E	0.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Rabobank	0.00	985.93	0.00	0.00	0.00	985.93
Redshift	0.00	-136.85	0.00	0.00	0.00	-136.85
SDRMA	0.00	-16,872.47	0.00	0.00	0.00	-16,872.47
Tommy Razzerca	0.00	-300.00	0.00	0.00	0.00	-300.00
U.S. Bank	1,666.26	0.00	0.00	0.00	0.00	1,666.26
VALIC	0.00	1,489.81	0.00	0.00	0.00	1,489.81
Vision Sevice Plan	0.00	-150.33	0.00	0.00	0.00	-150.33
West Marine Pro	0.00	0.00	0.00	0.00	-237.03	-237.03
TOTAL	<u><u>7,663.27</u></u>	<u><u>-52,050.29</u></u>	<u><u>-5,375.00</u></u>	<u><u>0.00</u></u>	<u><u>-237.03</u></u>	<u><u>-49,999.05</u></u>

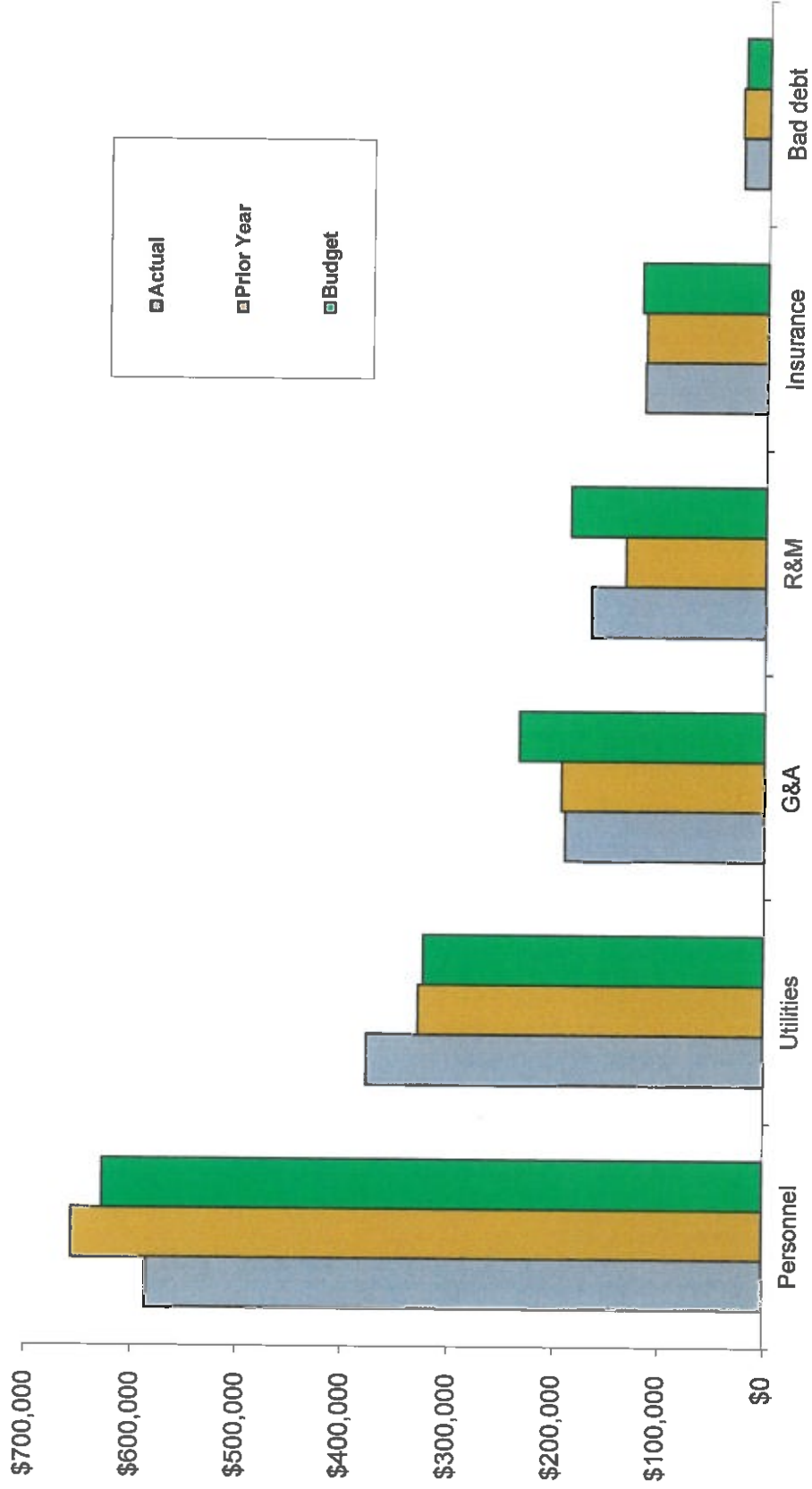
**Moss Landing Harbor District
Warrant Listing
As of May 31, 2020**

Type	Date	Num	Name	Amount
1009 - Union - Operating				
Check	05/01/2020	2895	Ferrante, Vincent	-91.35
Check	05/01/2020	2896	Goulart, James	-91.35
Check	05/01/2020	2897	Jeffries, Russell	-91.35
Check	05/01/2020	2898	Tony Leonardini	-91.35
Check	05/01/2020	2899	Soto, Elizabeth	-91.35
Check	05/01/2020	2900	Neal Norris	-692.24
Check	05/01/2020	2901	William Allen	-646.04
Check	05/01/2020	2902	Dennis Dixon	-99.02
Check	05/05/2020		NPC Merchant Pymt Proc	-2,374.46
Bill Pmt -Check	05/11/2020	21019	Alliance of Communities for Sustainable F	-2,000.00
Bill Pmt -Check	05/11/2020	21020	Allied Administrators for Delta Dental	-402.14
Bill Pmt -Check	05/11/2020	21021	AT&T	-265.61
Bill Pmt -Check	05/11/2020	21022	Blue Shield of California	-563.53
Bill Pmt -Check	05/11/2020	21023	Byte Technology	-75.00
Bill Pmt -Check	05/11/2020	21024	Carmel Marina Corporation	-1,395.36
Bill Pmt -Check	05/11/2020	21025	Central Coast Systems, Inc.	-105.00
Bill Pmt -Check	05/11/2020	21026	Cintas	-451.26
Bill Pmt -Check	05/11/2020	21027	Don Chapin	-255.91
Bill Pmt -Check	05/11/2020	21028	MBS Business Systems	-220.44
Bill Pmt -Check	05/11/2020	21029	Pajaro Valley Lock Shop	-379.64
Bill Pmt -Check	05/11/2020	21030	PG&E	-20,000.00
Bill Pmt -Check	05/11/2020	21031	Rabobank	-293.12
Bill Pmt -Check	05/11/2020	21032	Redshift	-136.85
Bill Pmt -Check	05/11/2020	21033	Sealaska Engineering & Applied Sciences	-35,140.00
Bill Pmt -Check	05/11/2020	21034	Social Vocational Services, Inc.	0.00
Bill Pmt -Check	05/11/2020	21035	Sunrise Express	-51.19
Bill Pmt -Check	05/11/2020	21036	Tom's Septic Construction	-524.00
Bill Pmt -Check	05/11/2020	21037	Tommy Razzerca	-300.00
Bill Pmt -Check	05/11/2020	21038	Valero Marketing and Supply Company	-304.66
Bill Pmt -Check	05/11/2020	21039	Veritiv Operating Company	-1,740.34
Bill Pmt -Check	05/11/2020	21040	Verizon Wireless	-116.67
Bill Pmt -Check	05/11/2020	21041	Vision Sevice Plan	-150.33
Bill Pmt -Check	05/11/2020	21042	AT&T	-381.58
Bill Pmt -Check	05/11/2020	21043	Carmel Marina Corporation	-1,057.86
Bill Pmt -Check	05/11/2020	21044	Rabobank	-293.12
Bill Pmt -Check	05/11/2020	21045	AT&T	-561.16
Bill Pmt -Check	05/11/2020	21046	Carmel Marina Corporation	-1,524.93
Bill Pmt -Check	05/11/2020	21047	Rabobank	-462.95
Bill Pmt -Check	05/11/2020	21048	VALIC	-1,489.81
Bill Pmt -Check	05/11/2020	21049	Carmel Marina Corporation	-4,315.65
Bill Pmt -Check	05/11/2020	21050	Carmel Marina Corporation	-282.39
Bill Pmt -Check	05/12/2020	21051	Big Creek Lumber	-831.99
Bill Pmt -Check	05/12/2020	21052	J.M. Equipment Company, Inc.	-32.05
Bill Pmt -Check	05/12/2020	21053	Moss Landing Boat Works	-500.00

**Moss Landing Harbor District
Warrant Listing
As of May 31, 2020**

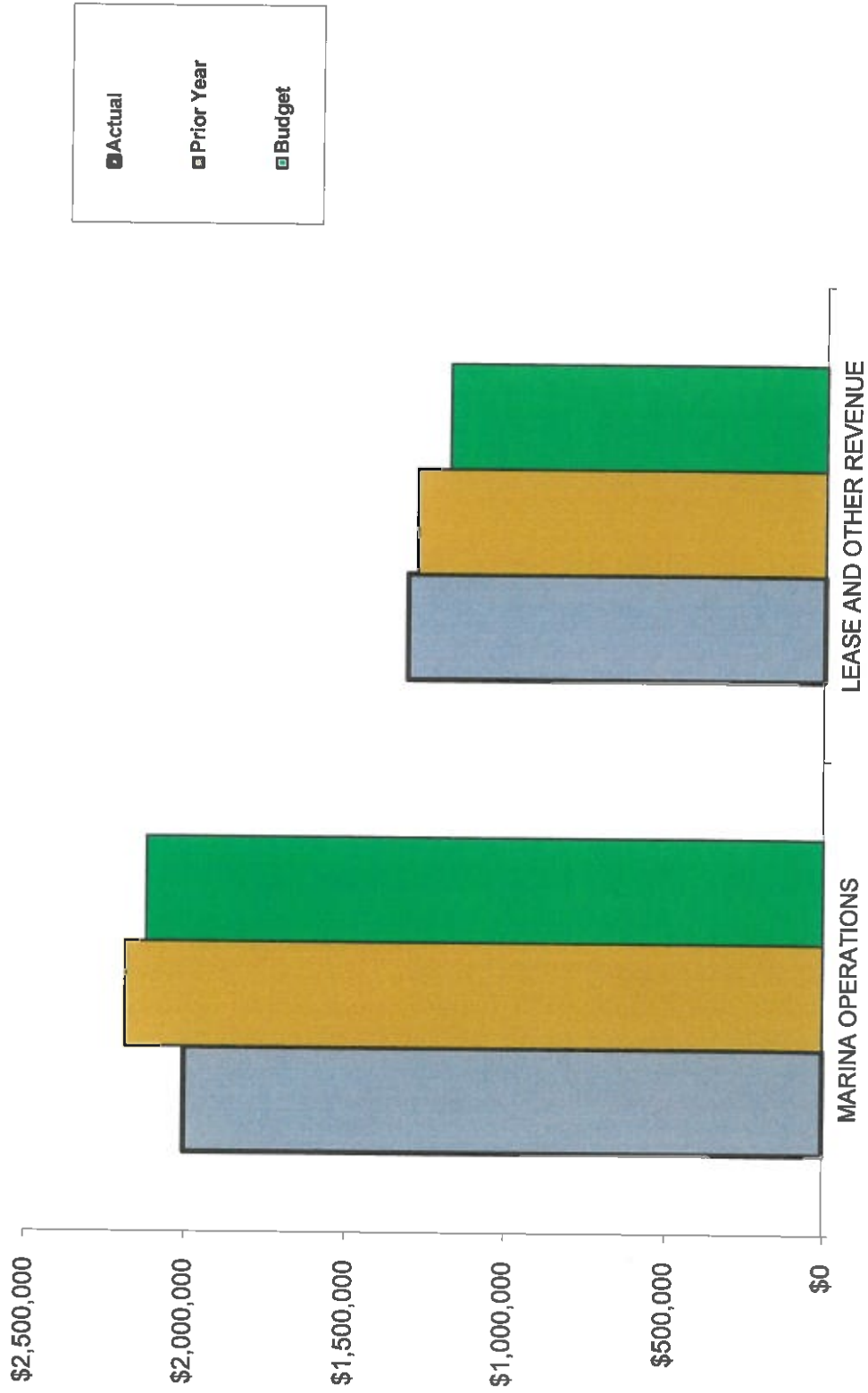
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	05/12/2020	21054	Pajaro/Sunny Mesa C.S.D.	-3,363.75
Check	05/14/2020		Payroll Partners	-122.30
Check	05/15/2020	2903	Neal Norris	-692.24
Check	05/15/2020	2904	Dennis Dixon	-187.35
Check	05/18/2020		MS	-833.50
Bill Pmt -Check	05/19/2020	21055	Jerry Edelen	-525.00
Bill Pmt -Check	05/26/2020	21056	West Marine Pro	-32.32
Bill Pmt -Check	05/26/2020	21057	Byte Technology	-150.00
Bill Pmt -Check	05/26/2020	21058	CalPERS	-5,375.25
Bill Pmt -Check	05/26/2020	21059	Chad Bone	-202.50
Bill Pmt -Check	05/26/2020	21060	Don Chapin	-850.00
Bill Pmt -Check	05/26/2020	21061	Henderson Marine Supply	-1,184.14
Bill Pmt -Check	05/26/2020	21062	IPFS Corporation	-13,332.32
Bill Pmt -Check	05/26/2020	21063	Jarvis, Fay, & Gibson, LLP	-2,950.00
Bill Pmt -Check	05/26/2020	21064	Marc J. Del Piero	-1,250.00
Bill Pmt -Check	05/26/2020	21065	MBS Business Systems	-220.44
Bill Pmt -Check	05/26/2020	21066	Monterey County Health Dept.	-1,549.00
Bill Pmt -Check	05/26/2020	21067	SDRMA	-16,872.47
Bill Pmt -Check	05/26/2020	21068	Tom Faraola	-550.00
Bill Pmt -Check	05/26/2020	21069	Wald, Ruhnke & Dost Architects, LP	-3,630.00
Bill Pmt -Check	05/26/2020	21070	WASH	-404.16
Bill Pmt -Check	05/26/2020	21071	Wendy L. Cumming, CPA	-2,392.50
Check	05/26/2020		Union Bank	-1,282.46
Check	05/28/2020		Payroll Partners	-122.30
Check	05/29/2020	2905	Neal Norris	-692.25
Check	05/29/2020	2906	Dennis Dixon	-187.35
Total 1009 · Union - Operating				-139,826.65
TOTAL				-139,826.65

**Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
May 31, 2020**

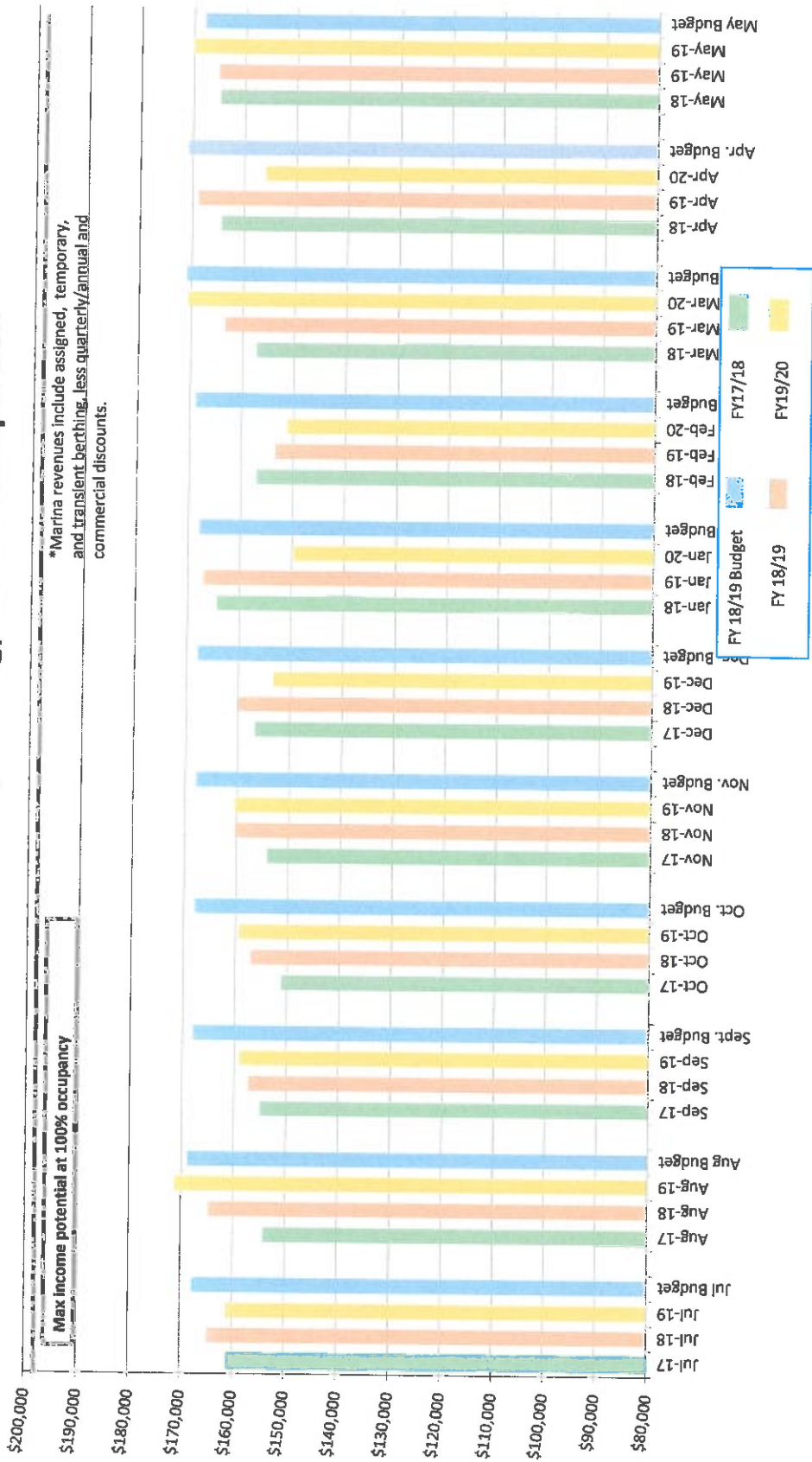


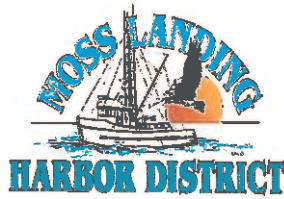
****Expenses Exclude Dredging, Depreciation and Interest Expenses****

**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
May 31, 2020**



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





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BOARD OF HARBOR COMMISSIONERS

Russell Jeffries
Tony Leonardini
Vincent Ferrante
James R. Goulart
Liz Soto

**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 03 – PROJECT STATUS
BOARD MEETING JUNE 24, 2020

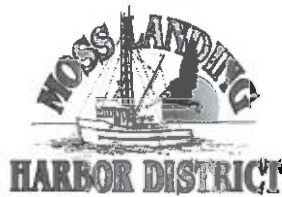
1. Dredge Project: Staff was able to secure a \$662,710 reimbursement from FEMA for the emergency areas of our dredging project which was actually a little more than we had expected. Additional dredging is still needed in the Harbor's Federal Navigation Channel which is completed by the Army Corps of Engineers (ACOE). Harbor staff is happy to report that ACOE has confirmed receipt of the funding needed to complete Navigation Channel. The General Manager has been in consistent contact with ACOE over the past few months in an effort to ensure that this project takes place as soon as possible. As of now it looks like this project will hopefully take place sometime around in September of this year.

2. North Harbor Building Listing: The new North Harbor building listing contracted with Mahoney & Associates and Alison Goss continues. The building has been shown 3 times recently and the District is currently in possession of a draft LOI related to the building and/or other property in the North Harbor. Staff and the RPC met with a representative from the developer on June 17th where the RPC members requested additional information. Once the District receives additional information from the developer an update to the Board will be provided with more specific information regarding any plans for the building and/or other areas of the North Harbor.

3. North Harbor Inn Project: The Harbor District has received a draft LOI from a developer related to the property where the Inn would be located. The RPC has meet and had an initial discussions with the developer and requested additional information. Because of the newly received LOI the Inn project is on hold until the Board is in a position to provide direction to the GM regarding the lot-line adjustment and general development plan needed to continuing moving forward with the project.

4. Damaged piles at B177, J dock and Maintenance dock replacement Project: Staff and our consultant have been in the permitting process to replace one (1) damaged pile at B177, two (2) gangway support piles at J dock and one (1) maintenance dock pile for a number of months. The maintenance dock pile was damaged by our dredge contractor during our maintenance dredging project last fall and Pacific Dredge and Construction will be responsible for replacement costs of that particular pile. Staff finally received the permit to complete the work at the end of May and by permit the work is required to take place sometime between June 15th and October 31st. Staff has completed a notice inviting bids for the B 177 and J Dock pile replacement project which was published on June 24th, 2020 and will again be run on July 1st 2020. The Bid opening is scheduled to take place July 15, 2020 at 2pm . Staff is hopeful that a reasonable, acceptable bid will be received during the opening and that approval of a contractor will be on the July 22, 2020 Board agenda for consideration.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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 Vince Ferrante
 James R. Goulart
 Liz Soto

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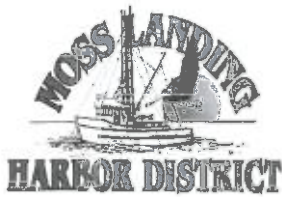
GENERAL MANAGER
HARBORMASTER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 04 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF JUNE 24, 2020

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2020	Current	Facilities Use	01/01/21
Blue Ocean Whale Watch	2/18/2020	Current	Facilities Use	2/18/2021
Whisper Charters	2/28/2020	Current	Facilities Use	2/28/2021
Kahuna Sportfishing	6/12/2020	Current	Facilities Use	6/12/2021
REI Outdoor School	3/24/2020	Current	Facilities Use	3/24/2021
Fast Raft	3/28/2019	Expired	Facilities Use	3/28/2020
MBARI-Otter Studies	4/1/2020	Current	Facilities Use	4/1/2021
Monterey Bay Hydrobikes	4/13/2020	Current	Facilities Use	4/13/2021
Venture Quest Kayaking	6/30/2020	Current	Facilities Use	6/30/2021
Kayak Connection	6/30/2020	Current	Facilities Use	6/30/2021
Sanctuary Cruises	6/30/2019	Current	Facilities Use	6/30/2020
Sea Goddess Whale Watching-Tours	6/30/219	Current	Facilities Use	6/30/2020
Sea Goddess Whale Watching-Souvenirs	6/30/2019	Current	Peddlers	6/30/2020
MBARI-Slough Test Moorings	6/30/2019	Current	Facilities Use	6/30/2020
Elkhorn Slough Safari - Souvenirs	10/19/2019	Current	Facilities Use	10/19/2020
Elkhorn Slough Safari - Tours	10/19/2019	Current	Peddlers	10/19/2020
Blue Water Ventures	10/31/2019	Current	Facilities Use	10/31/2020
Wild Fish-Vicki Crow	11/20/2019	Current	Peddlers	11/20/20

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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GENERAL MANAGER
HARBORMASTER
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 05 – MEETING ANNOUNCEMENTS
BOARD MEETING OF JUNE 24, 2020

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

Moss Landing Chamber of Commerce Meetings – Due to COVID-19 and in compliance with the Shelter - in - Place order all meetings are done by E-mail until further notice and will resume regular schedule of every second Wednesday of each month, Moss Landing Harbor District Board Room, 4 p.m.

Monterey Bay Sanctuary Advisory Council Meetings – 2020 - <https://montereybay.noaa.gov>

August 21st, Marina, CA

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 06 - LIVEBOARD REPORT BOARD MEETING OF JUNE 24, 2020

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.

<u>Name</u>	<u>Vessel</u>
1. Slaymaker P.	Stepping Stone CF 1101 TY
2. Jones, L	Intrepid CF 0292 VE
3. Bohigian, D.	Breezing Up, ON 559013
4. Burns, P.	Tralfamadore, CF 9430 GL
5. Byrnes, K.	Grand Slam, CF 4540 FE
6. Callahan, T.	Deb on Air, CF 3174 HA
7. Cayuela, R.	Rachel Angelet, CF 6969 UB
8. Michael, McVay	Gaviota, CF 4863 FP
9. Clark, N.	Ma Kai, CF 1100 ET
10. Cloer, J./Ajuria M.	Laurie, CF 2688 EX
11. Chambers, B.	Pyxis, ON 984193
12. Chaney, Don	Windswept, ON 1094268
13. Clark D.	Seaside Escape CF 4356 HW
14. Degnan, P.	No Name, CF 8344 GT
15. Jimmy Page	Lanitra, CF 7346 SH
16. Elwell, G.	Pearl, ON 557575
17. Faneuf, C.	Ghost Ryder ON 1048498
18. Felicano, J.	Takara, CF 3767 AS
19. Potter, D.	Danu CF 4085 GC
20. Harrington, H.	Isle of View, ON 997142
21. Sanchez, F	Valkyria ON97418
22. Clifford, Lance	Sandpiper, CF 6280 EU
23. Jerred, D.	Westwind, CF8564 GM
24. Groom D	Phoenix, CF 5084 GJ
25. Jones, H.	Laetare, CF 5495 YB
26. Jones, T.	Sanity, CF 5249 SC
27. Kennedy C. Lahman D.	Aztlan, ON 281903

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

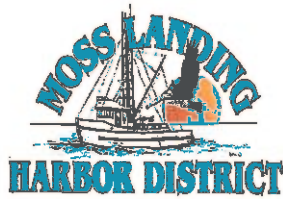
ITEM NUMBER 06 – LIVEBOARD REPORT

06/24/2020

28. Ayres, Lloyd
29. Knudson L/Knudson A.
30. Malone, RJ
31. Marsee, E, Lynch, C
32. Burnett, Gary
33. Maris, T.
34. Robinson, D.
35. Nieman J
36. Niswonger, R.
37. Nunes, D.
38. Otis, T.
39. Paul, J
40. Schlegelmilch, William
41. Velaquez F
42. Raaphorst, D.
43. Reins, D.
44. Rotger, M.
45. Dyer, B/Riberao, I
46. Piro, Daniel
47. Derouin, E
48. Stegmann, R.
49. Peabody, C
50. Salisbury, J.
51. Thomas, B.
52. Tufts, M.
53. Sumner, Aaron
54. Wolinski, Peter/Duerkson, E
55. Morgan, J
56. Samuelson, T.
57. Herrick Andrews,
58. Kim Richardson
59. Stark, H
60. Bowler, J

Gaviota, CF 4656 GG
 Spellbound, ON 082155
 Francis w, CF 2017 UZ
 Tolly Craft CF 9521 HT
 Zinful CF5419 JG
 Nimble, CF 3730 KB
 Damn Baby CF 9442 EX
 Inia, ON 1074183
 Illusion, CF 0836 TA
 Auoroa, ON 676686
 Blue Moon, CF 1886 GT
 La Wanda CF 5014 FR
 Bull Dog ON 1219673
 Lorraine CF 0533 JL
 Spirit, ON 664971
 Second Paradise, ON 912484
 Raven, ON 241650
 Star of Light ON 1056334
 Gulf Star CF 6082 GL
 Sweet Liberty ON 1052175
 Wild Goose, ON 589319
 Margaret Joie, CF 9503 GM
 Oceanid, CF 4210 GA
 Coho, CF 9974 KK
 Enchantress, CF 0878 SX
 Bellisima CF 4668 FV
 Ramona, ON 1114657
 Ripple, ON 1037076
 Moonstone CF 5122 GX
 Sea Free ON 613387
 Sophie CF 0533 JL
 Outta Here CF 4467 GM
 Myrtle Mae, CF 3187 FN

Total Number Vessels: 60
 Total Number Persons: 66
 Pending Applications -0-



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GENERAL MANAGER/HARBOR MASTER
 Tom Razzeca

STAFF REPORT

ITEM NUMBER 7 - SLIP INCOME REPORT
 BOARD MEETING OF JUNE 24, 2020

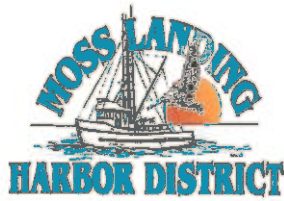
Slip Rates 2019/2020 per linear foot:

Assigned: \$8.15/ft./month
 Temporary: \$12.15/ft./month
 Transient: \$1.25/ft./day

INCOME

<u>May 2020</u>	<u>May 2019</u>	<u>May 2020 Budget</u>
\$169,984	\$165,165	\$167,853

For the month, slip income is above budget by \$2,131, Slip income is higher than prior year by \$5,119.



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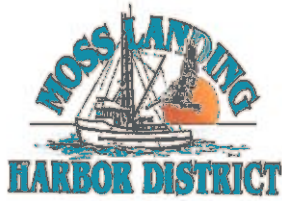
STAFF REPORT

ITEM NUMBER 08 – INCIDENT REPORT
BOARD MEETING OF JUNE 24, 2020

June 05, 2020 It was reported that a couple of neighboring tenants were having continuing verbal altercations. The General Manager spoke with both tenants and decided to relocate one of the tenants to another location in the Harbor in an attempt to deescalate the situation. Staff continues to monitor.

June 13, 2020 Staff received a report of a vessel taking on water. Staff responded to the area and began pumping the vessel to keep it from sinking. Staff contacted the vessel owner who had a diving contractor come out to inspect and ultimately repair an issue with the vessel that was causing it to take on water.

No further incidents to report as of June 15, 2020.



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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

**ITEM NUMBER 18 – CSDA BOARD OF DIRECTORS ELECTION BALLOT SEAT
C- COASTAL NETWORK
BOARD MEETING OF JUNE 24, 2020**

The California Special Districts Association (CSDA) is made up of 6 networks from around the state; each network has 3 seats on the CSDA Board of Directors. MLHD is a member of CSDA in good standing and therefore is entitled to vote for one (1) person to represent Network C (our network) in this year's CSDA election.

This year's ballot has 2 candidates, Vincent Ferrante and Robert Blair. Included in your agenda packets are statements and information sheets for each candidate. The Board should review each candidate's information and statements and consider directing the General Manager to cast a vote for one of the candidates on behalf of the Moss Landing Harbor District.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ITEM NUMBER 18 – CSDA BOARD OF DIRECTORS ELECTION BALLOT SEAT C- COASTAL NETWORK
06/24/2020

Tommy Razzeca

From: vote@simplyvoting.com on behalf of CSDA [vote@simplyvoting.com]
Sent: Monday, June 8, 2020 9:01 AM
To: Tommy Razzeca
Subject: Reminder: CSDA Board of Directors Election Ballot-Term 2021-2023; Seat C – Vote Today

Dear CSDA Regular Member:

A link to an electronic CSDA Board of Directors election ballot is below for your district's use in voting to elect a representative to the CSDA Board of Directors in your Network for Seat C.

To vote, please visit: <https://CSDA.simplyvoting.com/>

Then enter:

Elector ID - C3057

Password - XMXWS

Or follow this link to access the ballot directly:

<https://CSDA.simplyvoting.com/auth.php?e=C3057&mac=202ea0a98478cc6f9d07>

Each of CSDA's six (6) networks has three seats on the Board and the candidates are 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) person to represent its Network in Seat C.

Once logged in, you will see the candidates for CSDA Board Seat C in your Network as well as candidate information for each person who submitted the optional background information. Please vote for **only one** candidate to represent your Network in Seat C and be sure to fully complete all required fields and submit your vote. Unfortunately, if any part of the ballot is not complete, the ballot will not be valid and will not be counted.

The deadline to complete your voting through the system is July 10, 2020 at 5pm.

If you have any questions or would like to request the ability to vote by hard-copy mail, please contact Amber Phelen at 916.442.7887 or amberp@csda.net

Thank you!

Regards,
CSDA

[Unsubscribe](#)



**CSDA Board of Directors Election Ballot - Term 2021-2023; Seat C -
Coastal Network**

Please vote for your choice

Choose one of the following candidates:

- Vincent Ferrante*
- Robert Blair

Vincent Ferrante* [\[view details\]](#)

Robert Blair [\[view details\]](#)



California Special
Districts Association
Districts Stronger Together

2021-2023 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: VINCENT FERDINANTE

District/Company: Moss Landing Harbor District

Title: Commissioner

Elected/Appointed/Staff: Elected

Length of Service with District: Since 2003

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

I currently serve as CSDA Board member, served as the 2017 CSDA President, served on all committees, gone through the Governance Academy. Attended all conferences.

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.):

Represent Moss Landing Harbor District at the Monterey County Special Districts Association - Chapter

4. List civic organization involvement:

Vice President S/K sister-city Association Japanese, Festa Italia community, Moss Landing Board of Education, Moss Landing of The City of Moss Landing, P.O. Box, Seaboard Valley Hospital

****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 March 26, 2020 will not be included with the ballot.**

**Candidate Statement
Region 5, Seat C
Vincent Ferrante-Incumbent**

I currently serve on the CSDA Board of Directors and am the Vice- Chairperson of the Legislative Committee. I also serve on the Fiscal Committee. In 2013 I was appointed to the Regionalization Task Force Committee, along with five other board members and the Executive Staff, to explore ways to better serve the six CSDA regions. Our goal was to improve and find better methods to serve all Special Districts in each region and increase membership. Initializing ideas developed by the Board members and staff, we have provided more efficient and targeted service for all chapters and districts. I believe this is very important in order to make CSDA more successful. Each Network/Region now has a field representative. Today CSDA, along with the Special Districts, are faced with many important issues which we will be able to address with more timely and appropriate solutions. Previously, I have served as Chairman of the Educational Development Committee and Alliance/Executive Committee. In the past I have also served on the following committees: Audit/Bylaws, Fiscal, Membership, Educational Development, Legislative, AEC and Financial Corporation. I have worked with the Advocacy Staff on the Legislative Committee to provide good interaction with our State Representatives to respond appropriately to the variety of bills which impact Special Districts. I will continue to be a liaison between CSDA, Special Districts and the Chapters in Region 5.

In 2014-2015 I was elected CSDA Secretary. In 2016 I was elected Vice-President by the CSDA Board. In 2017 I was elected by the CSDA Board as CSDA President. I currently also serve as the CSDA Board Member National Liaison for CSDA.

I am well qualified for this position, having served as an elected official for Moss Landing Harbor District Board of Harbor Commissioners since 2003 and completed the CSDA Governance Academy. Between the Academy and my experience on the Moss Landing Harbor Commission, I bring experience and strong work ethic to the Board. I believe my dedication to Special Districts makes me an excellent choice to represent local government agencies' interests and needs at CSDA.

Sincerely;

Vincent C. Ferrante

Commissioner, MLHD

Civic Organizations:

Past Grand Deputy, Sons and Daughters of Italy, in America

Past member Sons and Daughters of Italy, in America

Member Native Sons of the Golden West

Member American Legion Post 31, Salinas

Grand Marshal 2019 Festa Italia, Monterey

Vice-President Ichiki-Kushikino-Salinas Japanese Sister City Organization

Board member for Patient/Family Advisory Council, Salinas Valley Memorial Hospital

I have attended all Legislative Days since being elected to the CSDA Board and all State Conferences



California Special
Districts Association
Districts Stronger Together

2021-2023 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Dr. Robert Blair

District/Company: Nipomo Community Services District

Title: Board Member

Elected/Appointed/Staff: Elected

Length of Service with District: 26 Yrs. (1994-2004, 2012-Present)

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

Attend CSDA Conferences and Legislation Days Regularly

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

Served as CSDA Board Member from 2002 to 2004, Served on CA Sheriff Advisory Council in San Luis Obispo County

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

Member of the SLO County Sheriff Association, and served on the Sheriff's Advisory Council in San Luis Obispo County

4. List civic organization involvement:

Nipomo Chamber of Commerce

****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 March 26, 2020 will not be included with the ballot.**



Hello!

My Name is Dr. Robert L. "Bob" Blair.

I am one of the candidates running for Post #1 on the Coastal Network of the California Special District Association.

Why should you elect me over the other aspiring CSDA Candidates?

1. I have prior experience. I served on the CSDA Board as a representative of Region 4 from 2002 to 2004. During that time, I served on the committee that returned the ERAT money to the Cities, Counties, & Special Districts.
2. I hold a Doctor of Pharmacy Degree from the University of California Medical Center in San Francisco (UCSF) and an AA degree from San Francisco City College. I also hold two valid Pharmacy licenses (California & Nevada).
3. I have been married to my wife Eileen for over 60 years. Together we have raised three very successful adult children: Lisa, Lodene & James.
4. I served on the NCSB Board of Directors from 1994 to 2004. In 2012, I ran a successful campaign, was the top vote getter by a large margin, and returned to the NCSB for 4 more years.
5. I have a strong longtime personal relationship with our current 35th District Assemblyman Jordan Cunningham. I ran for local office in San Luis Obispo County in 1994.
6. I never missed a meeting when I represented CSDA Region 4 in 2002-2004. **I will** give you 100% of my time, if you give me your Vote in this coming election.
7. I have been involved in Water, Land use, and planning at the State & Local levels for some 35 years. Please let me put my many talents and experience to work for all the people of Coastal Network.

Please vote to put "Dr. Bob back on the job". Thank you.

Sincerely,

Dr. Robert L. "Bob" Blair
Director Nipomo Community Service District

Active member of:
San Luis Obispo Sheriff Advisory Council
Nipomo Chamber of Commerce
CA Sheriff's Association



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

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 19 – LUSAMERICA FOODS INC. K DOCK LEASE BOARD MEETING OF JUNE24, 2020

Lusamerica Foods Inc. contacted the General Manager earlier this year and expressed interest in finding and securing a lease in Moss Landing Harbor where they could conduct fish off loading operations. The General Manager found that the public portion of Kdock consisting of a hoist and approximately 1,050 square feet of space has been without an active lease for the last few years and that the space is available.

The General Manage prepared a lease document which is included in your Board packet for review; the lease as is allows Lusamerica the ability to conduct their operations while also keeping the facility available for public use. If approved by the Board the lease would begin July 1, 2020 for a term of thirty (30) years with one ten (10) year option. Lusamerica has indicated to the General Manager a willingness to execute the lease as presented if approved by the Board.

The Real Property Committee (RPC) consisting of President Jeffries and Vice President Leonardini met with the General Manager and District Council on June 17th and reviewed the lease. During the meeting the RPC members requested that some minor changes be made to the lease and those requested changes have been made and are included in the attached lease. The RPC members may have additional comments or a recommendation to provide the Board.

Staff recommends that the Board take action giving approval for the General Manager to execute the attached lease with Lusameric Foods Inc. for a thirty (30) year term with one ten (10) year option beginning July 1, 2020 for the public portion of K Dock consisting of a hoist and approximately 1,050 square feet of dock space.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

LEASE AGREEMENT

“LESSOR”

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

and

“LESSEE”

Lusamerica Foods Inc.

Leased Premises:

A Portion of APN# 133-241-017
K-Dock Facility (2000 sq.ft. mol)
7532 Sandholdt Road,
Moss Landing, CA

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Basic Lease Provisions

The words and figures set forth in Paragraphs A through N, inclusive, are part of the Lease wherever appropriate references are made thereto, unless they are expressly modified elsewhere in this Lease. Certain of the following Paragraphs A through N, are intended only to summarize matters which are addressed more completely in other provisions of this Lease; therefore, in the event of any conflict between the following Paragraphs A through N and any provision of this Lease, the latter shall govern and control.

- A. Effective Date: July 1, 2020
- B. Lessor: Moss Landing Harbor District, a political Subdivision of the State of California
- C. Lessee: Lusamerica Foods Inc.
- D. Premises: The Premises which Lessee leases under this Lease are the following: a portion of the K-Dock located at 7532 Sandholdt Road in Moss Landing Harbor, Moss Landing, California, consisting of an area of approximately One Thousand Fifty (1050) square feet of the surface of K-Dock, located adjacent to Bass Way as depicted in Exhibit A.
- E. Use of Premises: Provide hoist services, ice loading, marine related services
- F. Term: Thirty (30) years.
- G. Term Extension: Lessee may exercise its option for a term extension by written notice delivered by Lessee to Lessor not later than six (6) months prior to the end of the initial term.
- H. Length of Extension Term: One (1) extension period not to exceed 10 (10) years.
- I. Minimum Rent: \$1,008 per month based on .96¢ per square foot per month for the leased area on K-Dock; adjusted annually based on CPI.
- J. Security Deposit: One-month rent, increased annually by CPI.
- K. Prepaid Rent: None.
- L. Late Fee: Equal to prime plus 2% of the late amount, in addition to administrative surcharge per the tariff of the District.
- M. Lessor's Address for Notices: Moss Landing Harbor District
7881 Sandholdt Road
Moss Landing, CA 95039
- N. Lessee's Address: Lusamerica Foods Inc.
16480 Railroad Avenue | Morgan Hill, CA 95037

MOSS LANDING HARBOR DISTRICT
LEASE

This LEASE, made and entered into this 1st day of July, 2020, by and between the MOSS LANDING HARBOR DISTRICT, a Political subdivision of the State of California, hereinafter called "LESSOR", and Lusamerica Foods Inc., hereinafter called "LESSEE."

WITNESSETH:

1. LEASE DOCUMENTS

This Lease includes the following documents, which are attached hereto and made a part hereof:

- 1.1 Exhibit A: Drawing depicting leased premises
- 1.2 Exhibit B: General Conditions
- 1.3 Exhibit C: Moss Landing Harbor District's Ordinance Code

2. EFFECTIVE DATE

- 2.1 K-Dock Facilities: Commencing on the First day of July 2020 Lessee shall pay Lessor rent as specified in Section 4. Rent shall be paid in advance on or before the first day of each calendar month, with the first month's rent prorated from the commencement date to the last day of the month.

3. PROPERTY LEASED

3.1 K-Dock Facilities:

3.1.1 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the property located in the Moss Landing Harbor, Moss Landing, County of Monterey, State of California, described as follows: The premises described in Exhibit "A" known as the Public Area located on K-Dock, Moss Landing Harbor, Moss Landing, California, consisting of an area of approximately One Thousand Fifty (1050) more or less square feet of the surface of K-Dock, improved with an electric hoist which is the property of Lessor and is more particularly discussed in Section 3.1.2.

3.1.2 Lessee(s) acknowledges that the hoist is the property of Lessor; that Lessee has inspected the hoist and knows its condition; and that Lessee accepts the hoist in its current condition, as is-where is. Lessee will repair the hoist, if necessary, within five weeks of accepting the Premises and will maintain the hoist in good working condition throughout the term of this lease, all at its sole cost. If at any time during the term of this lease Lessee determines that the hoist cannot be repaired, Lessee agrees to replace the same, at its own cost, with selection of the new hoist being made in consultation with the

Lessor. Lessee Agrees to accept all liability arising out of the condition and use of the hoist from and after the commencement date of this lease.

4. RENT

- 4.1 Payment: Lessee shall pay Lessor without prior notice or demand, deduction, set-off, counterclaim or offset during the Term the rent provided in this Section 4.1 and all other additional sums required to be paid under this Lease, at the address set forth in Section 17. All sums of money required to be paid pursuant to the terms of this Lease are defined as "Rent", whether or not the same are designated as such elsewhere in this Lease, and shall be paid in lawful money of the United States of America.
- 4.1.1 Annual Rent: Lessee shall pay to Lessor as Annual Rent .96 per square foot per month, equaling \$1,008 per month, and equaling \$12,096 per annum, based on a fair market value as of April 2020. Monthly installments shall be due and payable in advance on the first day of each consecutive month during the term.
- 4.1.2 Late Payment: Lessee hereby acknowledges that late payment by Lessee to Lessor of any amount due under this Lease (including, but not limited to, Rent) will cause Lessor to incur costs and expenses not contemplated by this Lease, the exact amount of which costs and expenses are extremely difficult and impractical to ascertain. In accordance with Ordinance Code Section 20.010, any amount due and unpaid to District five (5) days after the payment was due shall be subject to a late fee. Such costs and expenses include, but are not limited to, processing and accounting charges and late charges that may be imposed on Lessor under the terms of any note or other obligation secured by a deed of trust or other security instrument covering the Project. Therefore, if Lessee fails to pay any amount under this Lease when due, in addition to the interest for which Section 20.4 provides, a late charge equal to prime rate plus two percent (2%) of the amount, in addition to an administrative surcharge per the tariff of the Lessor, shall be assessed to reimburse Lessor for such costs and expenses. Lessor and Lessee agree that this late charge represents a fair and reasonable estimate of the costs and expenses that Lessor will incur by reason of a late payment by Lessee.
- 4.2 First Partial Month: If the Commencement Date occurs on a day other than the first day of a calendar month Rent for the partial month shall be prorated on the basis, which the number of days of the Term in such month bears to 30, and as so prorated, shall be paid on the Commencement Date.
- 4.3 Acceptance of Payment: No payment by Lessee or receipt by Lessor of a lesser amount of Rent or any other amount due under this Lease shall be deemed to be

other than on account of the earliest due Rent or payment, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or payment or pursue any other remedy available under this Lease, at law or in equity. Lessor may accept any partial payment from Lessee without invalidating any contractual notice required to be given under this Lease (to the extent such contractual notice is required) and without invalidating any notice required to be given pursuant to California CODE OF CIVIL PROCEDURE §1161, as it may be amended from time to time.

4.4 Annual Adjustment of Rent: The Rent shall be adjusted every year for inflation. For the purpose of calculating the adjustment to Rent, the Adjustment Date shall be on January 1 of each year, beginning January 1, 2021. Each such increase shall be determined as follows:

4.4.1 The basis for computing each increase shall be the United States Department of Labor Consumer Price Index All Urban Consumers, Base 1982 = 100 (CPI-U) for San Francisco, Oakland, San Jose, California ("Index").

4.4.2 At each Adjustment Date, the Rent payable during the immediately preceding year shall be increased by the amount of any percentage increase in the Index last published for the period January - December of the preceding year as compared with the Index published for the same calendar month of the preceding year. In no event shall the Rent for any year be reduced below the amount payable during the immediately preceding year.

4.4.3 Lessor shall notify Lessee of each increase in the Rent, in writing, as soon as reasonably possible following each Adjustment Date. Lessee acknowledges that the amount of each such increase and written notice thereof will not be available until sometime after the Adjustment Date. Therefore, Lessee shall continue to make monthly payments to Lessor of Rent in the amount payable for the Adjustment Period preceding the Adjustment Date until written notice of the newly calculated Rent is received by Lessee. No later than ten (10) days following receipt by Lessee of such written notice, Lessee shall pay to Lessor the amount of the increase reflected in such written notice for each calendar month from the Adjustment Date to the date of receipt by Lessee of such written notice.

4.4.4 If the Index ceases to be published, then such other source of information acceptable to Lessor and Lessee shall be used as a basis to determine the rise of the cost of living and the current rental adjustments by reason thereof.

4.5 Periodic Adjustment of Rent: The annual rent in effect during the tenth and twentieth year of the term of this Lease, and during the thirtieth year if Lessee decides to exercise its ten-year option, shall be adjusted to reflect the current fair market rental value of comparable property within the District or like property in other similar Harbor Districts, taking into account all other specific provisions of this Section 4 which shall remain in effect. Such value shall be determined by agreement of the Lessor and Lessee within thirty (30) days from the date negotiations commence, or in the absence of such agreement, by one independent appraiser jointly selected by Lessor and Lessee. If the Parties are unable to agree to the value or on a single appraiser, each party shall select an appraiser, and the two appraisers shall work together to determine the value of the property, which determination shall be binding on the Parties. Any appraiser appointed under this provision shall be qualified by training and experience, disinterested and independent and shall be a member in good standing of the American Institute of Real Estate Appraisers or its successor, and all appraisals shall be rendered in writing and signed by the appraiser making the report. All reasonable costs, fees and expenses of the appraiser shall be borne equally by Lessor and Lessee.

5. TERM OF LEASE

5.1 Duration: The lease term shall be thirty (30) years.

5.2 Cancellation: If by reason of regulation or other action by governmental or other authority, the Premises should be deemed unsafe or unfit for further use, either absolutely or until such time as structural or other repairs or renovations are accomplished, Lessee shall have the absolute right, at its sole discretion, to repair and restore the damaged premises in accordance with Section 11.1 or to cancel and terminate this Lease without further obligation to Lessor.

5.3 Holdover: If Lessee maintains possession of the Premises for any period after the termination of this Lease, known as the "Holdover Period", Lessee shall pay to Lessor a lease payment for the Holdover Period in an amount equal to twice the rent set forth herein as the same may be changed to account for CPI increases. Such holdover shall constitute a month-to-month extension of this Lease.

6. OPTION TO EXTEND TERM

Lessee shall have the option to extend the Lease for a period of Ten (10) years, which period shall begin the day after the expiration of the initial term. To exercise its option, Lessee must give written notice of exercise to Lessor at least six (6) months prior to the expiration of the initial term.

6.1 Prior to effectiveness of any Lease extension, Lessor shall ascertain Lessee's compliance with each of the following conditions: (1) Written notice of exercise shall have been delivered by Lessee to Lessor not later than six (6) months prior to the end of the term; (2) Lessee shall be in occupancy of the leased premises

directly, and not through an assignee or sublessee other than an affiliate of the Lessee; and (3) the Lease shall be in effect and Lessee shall not be in default of any material provision thereof both on the day such written notice is delivered to Lessor and on the last day of the initial term; provided, however, if Lessee is in default but the cure period has not run, this condition shall be deemed satisfied if Lessee cures the default within the applicable cure period.

- 6.2 In the event the term shall be extended, all terms, covenants and conditions of the lease shall remain in full force and effect during the extension period.
- 6.3 In the event the term shall be extended, Rent shall be adjusted as of the first day of the extended term, and annually thereafter as provided in Section 4.4.

7. USE AND SERVICES

- 7.1 Use: Lessee shall maintain a first-rate facility for the purposes of: (1) operating a hoist for marine related uses, which shall be made available to the public for a reasonable fee, subject to review and approval of the Lessor; (2) for the loading of fish and other marine animals by the public to be set by District per Section 7.7. Lessor, shall continue to have reasonable access to such Premises and that access shall not be unreasonably withheld.

In carrying out the aforesaid duties, Lessee shall be required to: 1) provide an employee during heavy fish off-loading times to navigate and manage public use of the dock and hoist; 2) keep the public slip clear in front of the hoist when not in use by a vessel engaged in off-loading fish and post signs providing notice that vessels are required to leave the slip promptly after unloading cargo. ; 3) clean the dock after a party off-loads fish so as to remove slime, offal and other materials of a similar nature that represent a safety and/or health hazard; and 4) provide a contact phone number on or adjacent to the hoist for vessel operators to call if they need to use the hoist when Lessee does not have an employee on the Premises. Lessee is entitled to place a lock on the Hoist, or to otherwise disable it during the time Lessee is not present. In order to accommodate the above stated uses, Lessor shall designate two parking places immediately adjacent to the Premises as being available and restricted to use for loading and offloading of fish and other marine animals. Lessor shall install District signage establishing said parking and use restrictions.

- 7.2 Limitations on Use: Lessee's use of the Premises shall be in accordance with Sections 7 and 8. Lessee shall have no right to authorize use of, govern or control the slip adjacent to the Premises located at the southeast end of the K Dock. Lessor shall at all times have access to the Premises free of charge for purposes including but not limited to carrying out dredging or other projects related to maintaining the Harbor or the Harbor infrastructure, offloading, mobilizing and demobilizing, or any other appropriate use within the Lessor's jurisdiction.
- 7.3 Prohibited Uses: The parties hereto agree that the following acts, occurrences or

conduct by Lessee on or from the Premises are strictly prohibited:

- 7.3.1 Engaging in any activity that constitutes a violation of any law.
 - 7.3.2 Acts of gambling or the operation of games of chance or devices for gambling purposes unless allowed by Lessor on other properties owned or operated by Lessor.
 - 7.3.3 The installation or placement of any equipment on the Premises, even if only on a temporary basis, for the off-loading of fish or other marine animals, including but not limited to squid, unless otherwise approved in advance by Lessor and Lessee.
- 7.4 Compliance with Laws: Except as otherwise provided herein, Lessee shall comply with all Laws and Legal Requirements concerning Premises or Lessee's use of the Premises. Lessee shall obtain and pay for all licenses and permits required for Lessee's occupancy and use of the Premises. Compliance with all laws shall include compliance with all requirements of each regulatory agency, which has jurisdiction over this site including but not limited to the California Regional Water Pollution Control Board.
- 7.5 Waste: Nuisance: Lessee shall not cause, maintain or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer to be committed any waste in or about the Premises and shall keep the Premises in good repair and maintain the same in Good Condition during the Lease Term.
- 7.6 Signage: Lessee shall prominently display a sign for those needing to use the dock with a phone number that is manned between 6:00am and 7pm. Lessee shall submit the design of the sign for approval by Lessor and, after approval, shall construct, maintain and display it at Lessee's sole expense.
- 7.7 Landing Fees: In the event Lessor establishes a schedule of "Landing Fees" to be charged to parties off-loading fish and marine animals at the premises during the term of this Lease, Lessee shall cooperate in the collection of such fees and in turn shall receive a reasonable fee, agreed upon by the parties, for such services. If any party refuses to pay, and Lessee notifies Lessor of said refusal, the fees due will not be the responsibility of the Lessee.

8. BUSINESS RIGHTS AND RESTRICTIONS

- 8.1 Sole Use: The Premises shall be used solely for the uses set forth in the above Section and for no other purpose or use whatsoever.
- 8.2 Restrictions: Lessee shall not, without Lessor's prior written consent: (a) conduct any auction or bankruptcy sale; (b) permit anything to be done on the

Premises which will in any way obstruct, interfere with or infringe on the rights of other occupants in the Santa Cruz Cannery Building and K-Dock or the public, except as permitted by this Lease; (c) cause, maintain or permit any nuisance on the Premises or cause or permit any waste to be committed on the Premises; (d) bring or keep on the Premises or permit any act thereon which is prohibited by any law, statute, ordinance or governmental regulation now in force or hereafter enacted or promulgated, or which is prohibited by any standard form of fire insurance policy or standard policy insuring against "all risk" perils; (e) violate any provision of any covenants, conditions and restrictions of record affecting the Premises, whether entered into before or after the date of this Lease; or (f) allow vessels to block access to the dock or the public hoist unless they are in the process of using the dock or the hoist for a limited period of time, unless otherwise authorized by Lessor.

8.3 Hazardous Materials: Lessee hereby makes the following covenants regarding Hazardous Materials:

8.3.1 Lessee shall at all times and in all respects, comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation & Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §3000f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. 9601 California HEALTH & SAFETY CODE (§ 25100, et seq.; § 39000, et seq.), California Safe Drinking Water & Toxic Enforcement Act of 1986 (HEALTH & SAFETY CODE §25249.5, et seq.), California WATER CODE (§13000, et seq.), and other comparable state and federal laws ("Hazardous Materials Laws"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea, formaldehyde, radioactive materials, or waste, or other hazardous, toxic, contaminated or pollution material substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any laws, ordinances or governmental regulations (collectively, "Hazardous Materials").

8.3.2 Lessee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Lessee's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws,

Lessee shall cause any and all Hazardous Materials removed from the Premises by or under the direction of Lessee. to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Materials that Lessee causes or permits to be in, on, under or about the Premises, in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration of the Term or earlier termination of this Lease, Lessee shall cause all Hazardous Materials that Lessee has caused or permitted to be brought to the Premises, to be removed from the Premises and transported for use, storage or disposal in accordance with and compliance with all applicable Hazardous Materials Laws. Lessee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Lessor of Lessee's intention to do so and affording Lessor ample opportunity to appear, intervene or otherwise appropriately assert and protect Lessor's interest with respect thereto.

- 8.3.3 Lessee shall notify Lessor in writing, within a reasonable time after Lessee receives notice of or otherwise becomes aware of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws, relating to Lessee's use or occupancy of the Premises; (ii) any claim made or threatened by any person against Lessee or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from or clarified to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises by or under the direction of Lessee, including any complaints, notices, warnings or asserted violations in connection therewith. Lessee shall also supply to Lessor as promptly as possible, and in any event within five (5) business days after Lessee first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to Hazardous Material contamination of the Premises, or Lessee's use Hazardous Materials on or about the Premises. Lessee shall promptly deliver to Lessor copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises by or under the direction of Lessee.
- 8.3.4 Lessee shall indemnify, defend (by counsel reasonably acceptable to Lessor), protect, and hold Lessor and each of Lessor's elected and/or appointed officials, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities,

penalties, forfeitures, losses or expenses (including attorneys' fees), for death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, or about the Premises or the Project, or discharge in or from the Premises, of any Hazardous Materials brought or caused to be brought by Lessee into or onto the Premises or the Project; or (ii) Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises; or (iii) Lessee's failure to comply with any Hazardous Materials Law. Lessee's obligations to indemnify, defend, protect, and hold harmless under the preceding sentence of this Section 8.3.4 shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration of the Term or earlier termination of this Lease. For purposes of the release and indemnity provisions of this Section, any acts or omissions of Lessee, or by employees, agents, assignees, subleases, contractors or subcontractors of Lessee or others acting for or on behalf of Lessee (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessee.

8.3.5 Notwithstanding any other provision in Section 8.3, Lessee shall not be liable or obligated to indemnify or defend Lessor for damages, injuries, or compliance related costs caused by the presence, use, transportation, or storage of hazardous materials, or violation of the above-referenced Hazardous Materials laws, attributable to anyone other than the Lessee, its agents or any other individual acting under the control and direction of Lessee. However, Lessee shall have the duty to promptly notify Lessor of any known or suspected violation of applicable Hazardous Materials laws caused by public use of the Premises.

9. SIGNS AND ADVERTISING

9.1 Exterior: Except for those signs and advertising devices which (a) are provided for in approved plans and specifications or in a scale drawing submitted by Lessee and approved in writing by Lessor in Lessor's sole discretion, and (b) comply with the requirements of all governmental authorities having jurisdiction, Lessee shall not erect, place, paint or maintain on the Premises or the Building any sign, exterior advertising medium or any other object of any kind whatsoever, whether an advertising device or not, visible or audible outside the Building, nor shall Lessee change the color, size, location, composition, wording or design of any sign or advertisement on the Premises or the Building that may have been theretofore approved by Lessor and governmental authorities without the prior written approval of Lessor and said authorities. Lessee shall, at Lessee's sole cost

and expense, maintain and keep in good repair all installations, signs and advertising devices which it is permitted by Lessor to install, and shall pay all charges required to keep them in good repair. Lessee's sign must be installed and operating concurrent with Lessee's opening for business. Upon the expiration of the Term or earlier termination of this Lease, Lessor shall, at Lessee's sole cost and expense, remove or cause to be removed Lessee's exterior sign or signs and restore the sign holder to the condition that existed before the installation of Lessee's exterior sign; Lessee shall pay such expense to Lessor within ten (10) days after presentation of a bill therefore.

10. IMPROVEMENTS, REPAIRS AND MAINTENANCE

10.1 Lessee Obligation: Lessee has made a thorough inspection of the Premises and is familiar therewith, and has accepted the Premises in an "as-is" physical condition. Lessor makes no representations or warranties with respect to the condition of the Premises or its fitness or availability for any particular use, and Lessor shall not be liable for any latent or patent defect therein, except for the structure of K-Dock, which includes but is not limited to ladders, piers, pilings, fenders and decking (collectively the 'Dock Structure) the Lessee shall, at its sole cost and expense, at all times be responsible for keeping the entire leased premises repaired and maintained, in good order, and in sanitary and safe condition and in accordance with all governmental requirements and insurance requirements. Lessee shall be responsible for quarterly preventative maintenance at Lessee's sole expense, and all repairs to the facility Premises including replacement. Notwithstanding the prior obligation, Lessee has no obligation to maintain the Dock Structure. If Lessee refuses or neglects to maintain the leased premises in accordance with the terms of this paragraph, and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand (except that no written demand shall be required in situations Lessor reasonably determines are emergencies), Lessor may, upon fifteen (15) days prior written notice to Lessee (except that no notice shall be required in situations Lessor reasonably determines are emergencies), perform such repairs without liability to Lessee for any loss or damage that may occur to Lessee's property or business by reason thereof. Upon the completion of any such repair by Lessor, Lessee shall pay Lessor's costs for making such repairs plus ten percent (10%) for overhead upon presentation of the bill thereof. Such bills shall include interest as described elsewhere in this lease on the cost so reflected from fifteen (15) days after the date of the billing until the date paid by Lessee.

Lessee shall be responsible for repairing, at its sole expense, all extraordinary damage to ladders, piers, and fender pilings of K-Dock caused by any vessel using the Premises under the direction or control of Lessee. Lessee's obligation shall not include any item of disrepair existing as of the commencement of the term of this Lease, or occurring during the term as a result of other causes. Prior to the commencement of the term of this Lease, Lessor shall provide Lessee with photographs depicting the then current condition of the ladders, piers, and fender

pilings of K-Dock, to be used as baseline data.

10.2 Alterations:

10.2.1 Lessee shall not make any additions, alterations, changes or improvements (collectively, "Alterations") in or to the leased premises without the prior written consent and approval of Lessor, which may be withheld in Lessor's sole, absolute and unfettered discretion, and which may be conditioned upon Lessee's removing, at Lessee's sole cost and expense at the expiration or earlier termination of this lease, any Alteration for which Lessor grants its consent and approval. All Alterations shall conform to all applicable governmental ordinances and regulations, and, except Lessee's trade fixtures, shall become part of the realty upon installation thereof. Lessee shall be liable for any consequential damages as a result of Alterations under this Section. If Lessor is required to review plans for any Alterations, Lessee shall pay to Lessor all reasonable costs and expenses incurred by Lessor in connection with such review, plus a fee not to exceed \$500.00 (as adjusted for inflation from the date of this lease in accordance with Section 4.1 hereof).

10.2.2 Any and all Alterations shall be subject to conformity with the following requirements:

10.2.2.1 Prior to commencement of any work of Alteration, Lessee shall submit detailed plans and specifications, including working drawings, of the proposed Alteration, which shall be subject to the consent of Lessor.

10.2.2.2 Alterations shall be performed at Lessee's sole cost and expense by a contractor selected by Lessee and approved by Lessor, which approval by Lessor shall not be unreasonably withheld.

10.2.2.3 In the event Lessor approves the Alteration plan for any proposed Alteration, Lessee shall notify Lessor of commencement of work on such Alteration in writing at least ten (10) days in advance so that Lessor may post notices of non-responsibility in or upon the premise;

10.2.2.4 No work on any proposed Alteration shall be commenced without Lessee having previously obtained all applicable permits and approvals, at Lessee's sole cost and expense, required by governmental authorities;

10.2.2.5 All Alterations shall be performed in a skillful and

workmanlike manner, consistent with the best practices and standards of the construction industry, and pursued with diligence through completion, all in accordance with the Alteration plans approved by Lessor.

- 10.2.2.6 Prior to commencement of work on any Alteration, Lessee shall furnish to Lessor evidence reasonably satisfactory to Lessor that Lessee's contractor has obtained all insurance reasonably required by Lessor (including, but not limited to, commercial general liability insurance, worker's compensation insurance, builder's risk insurance and course of construction insurance) in amounts of coverage reasonably required by Lessor; and
- 10.2.2.7 Alterations must be performed in a manner that does not interfere with or adversely affect the conduct of business by other Lessees.
- 10.2.2.8 At the completion of the Lease, Lessee shall return all improvements to a condition as good as the condition at the beginning of the Lease, normal wear and tear excepted.

11. DAMAGE AND RESTORATION

- 11.1 Duty to Restore: If the improvements of which the Premises are comprised are partially or totally damaged by fire or other casualty so as become partially or totally untenable, regardless of whether such damage is insured against under any policy of insurance against "all-risk" perils then covering the damaged improvements, and providing that Lessor restores all structural elements and such ladders, piers, and fender pilings of K-Dock, as are required for Lessee's use of the Premises, this lease shall not terminate, and Lessee shall rebuild and restore such improvements with due diligence at Lessee's expense. If the improvements of which the Premises are comprised are partially or totally damaged by fire or other casualty so as become partially or totally untenable, regardless of whether such damage is insured against under any policy of insurance against "all-risk" perils then covering the damaged improvements, and Lessor does not restore all structural elements and such ladders, piers, and fender pilings of K-Dock, as are required for Lessee's use of the Premises, this lease shall terminate, and Lessee have shall no further obligations hereunder.
- 11.2 No Rent Adjustment: During the period of repair and restoration by Lessee, Minimum Annual Rent payable by Lessee pursuant to this lease shall not abate or be adjusted.

12. EMINENT DOMAIN

- 12.1 If (a) the entire premises is taken or condemned by any competent authority for any public use or purpose during the term of this lease, or (b) a part of the premises is so taken or condemned and Lessee exercises its option to terminate this lease as hereinafter provided, then all damages awarded for such taking shall belong to and be the property of Lessor; provided, however, in the event a separate and specific allowance is made by the condemning authority or by the court based upon (i) the loss of Lessee's business, or (ii) the expense of removing Lessee's equipment, furniture, fixtures and other property from the premise, then such separate and specific allowance shall be the property of Lessee; provided further, Lessee shall have the right to prosecute its claim for any such loss or expense. In either event, this lease shall terminate when Lessee can no longer use the premises in the manner contemplated under this lease, when physical possession of the premises is required by the appropriating or condemning authority, or when legal title to the premises vests in the appropriating or condemning authority, whichever first occurs.
- 12.2 In the event a part of the premises is appropriated or condemned and (i) the part so taken includes the building or any part thereof, or (ii) such partial taking results in precluding direct access from the premises to any adjacent public street, then and in such event, Lessee, at any time either prior to or within a period of sixty (60) days after the date on which possession of the part of the premises so taken is required by the appropriating or condemning authority, may elect to terminate this lease. In the event Lessee fails to exercise any such right to terminate this lease, or in the event a part of the premises is taken or condemned under circumstances under which Lessee has no such right, then in either such event, Lessor, with reasonable promptness, shall make necessary repairs to and alterations of the improvements on the premises for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking and to the extent that may have been necessitated by such appropriation or condemnation. Lessee shall be entitled to an abatement of all rent during the period such repairs and alterations are being made; provided, however, if Lessee operates Lessee's business on the premises during the period such repairs and restorations are being made, Lessee, during such period, will pay rent in the amount provided below.
- 12.3 In the event a part of the premises is appropriated or condemned and Lessee does not exercise its right to terminate this lease or does not have the right as above provided, then this lease shall terminate with respect to that part of the premises so taken. The monthly installments of rent shall be reduced in such event, as of the date when physical possession the part of the premises taken is required by the appropriating or condemning authority, by a proportional amount equal to the proportion that the area of that part so taken bears to the total area of the premises immediately prior to such taking.

13. UTILITIES

Lessee shall contract directly and open separate accounts with the supplier of all utilities (including, but not limited to, water gas, electricity, telephone and sewer service fees) and shall pay all hook-up fees and deposits for meters, if any. Commencing with the delivery of possession of the leased premises to Lessee by Lessor, Lessee shall pay, when due and before delinquency, directly to the supplier of the utilities to the leased premises, for all such utility consumed at the leased premise. In no event shall Lessor be responsible for damages to Lessee occasioned by the interruption of utilities services to Lessee or the leased premises, nor shall rent be offset as a result of any such interruption.

14. PROPERTY, LIABILITY AND OTHER INSURANCE

Lessee shall not carry any stock of goods or do anything in or about the leased premises that will in any way tend to increase insurance rates for the leased premises. In no event shall Lessee conduct or engage in any activities that would invalidate any insurance coverage thereon. Lessee shall pay on demand any increase in premiums that may be charged because of Lessee's use or activities or vacating or otherwise failing to occupy the leased premises, but this provision shall not be deemed to limit in any respect Lessee's obligation under this lease.

14.1 Public, Liability and Other Insurance: Lessee shall, at all times, at its sole expense, maintain during the entire term of this Lease, Public Liability and Property Damage Liability Insurance covering all claims for damages for bodily injury, death and property damages arising from Lessee's operation of business and occupation of the premises. The property damage insurance shall cover damage or destruction of property, other than that which is owned, leased, or in the care, custody, or control of Lessee, with the limit applying to any one accident, disaster, or claim. Single limit insurance coverage shall reflect a sum total coverage of public liability and property damage combined in the amount of not less than Two Million Dollars (\$2,000,000). Limits of not less than One Million Dollars (\$1,000,000) for personal injuries including accidental death for any one occurrence, and property damage in and amount not less the One Million Dollars (\$1,000,000) for any one occurrence. The required liability limit may be achieved through the use of an umbrella policy, and all coverage may be provided under a blanket policy which includes the Premises among other properties.

14.2 Liability Insurance: Lessee shall, at all times, at its sole expense, maintain in full force a policy or policies of comprehensive or commercial general liability insurance issued by one or more insurance carriers insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the premises. Said liability insurance shall be in an amount of not less than \$1,000,000 combined single limit for bodily and personal injury and property damage, which amount shall be adjusted upward (but not downward) periodically based on insurance industry-recommended changes in coverage. In addition, Lessee shall pay for and shall maintain in full force and effect blanket contractual liability insurance to cover all of the indemnity obligations of Lessee under this lease. Lessee shall deliver appropriate evidence to Lessor as proof that adequate

insurance is in force. Lessee's insurance carrier shall be required to provide Lessor with timely notice of any termination of such insurance policies.

- 14.3 Fire Insurance and Extended Coverage: Lessee shall, at Lessee's sole cost and expense, obtain and maintain in full force and effect at all times a standard policy insuring the leased premises, trade fixtures, equipment, and other personal property located in the premises and used by Lessee in connection with its business against "all risk" perils (also known as "special cause of loss") in an amount equal to the full replacement cost (without deduction for depreciation) of the leased premises and such equipment and personal property. Such policy shall name Lessor as a loss payee and include a standard form of lender's loss payable endorsement, issued to the holder or holders of mortgage or deed of trust secured in whole or in part by the legal parcel on which premises is located. Such policy shall not be subject to cancellation or change in coverage except upon at least thirty (30) days prior written notice to Lessor. Such policy, a duly executed evidence of property insurance (in the form of I.S.O. accord 27) or other insurance industry-recognized certificate evidencing such policy shall be deposited with Lessor at the commencement of the effectiveness of this Section and not less than thirty (30) days prior to the expiration of the term of such coverage.
- 14.4 Worker's Compensation: Lessee shall at all times maintain Workers' Compensation Insurance covering all persons that Lessee employs in connection with the work and with respect to death or bodily injury claims that could be assessed against Lessor or the leased premises.
- 14.5 Blanket Insurance: Each party shall be entitled to fulfill its insurance obligations under this lease by maintaining a so-called "Blanket" policy or policies of insurance in such form as to provide by specified endorsement (such as a so-called "per location aggregate limit" endorsement) coverage not less than that which is required under this lease for the particular property or interest referred to in this lease.
- 14.6 General Requirements: All of the insurance policies obtained by Lessee pursuant to the requirements of this Lease shall name District, its elected and/or appointed officials, employees, and agents as Additional Insured and provide that such policies shall be primary and specify that thirty (30) days' written notice must be given to Lessor (Moss Landing Harbor District) of any cancellations or changes in the policies. The notice shall be sent by certified or registered mail and shall be deemed effective the date delivered to the General Manager of Lessor as evidence by a properly validated return receipt.
- 14.6.1 All policies of insurance required to be carried under this lease shall be written by companies satisfactory to Lessor, licensed to do business in California, and rated A: VII or better by the AM Best Company ("Best"), or the equivalent of such rating if Best does not rate the company.

- 14.6.2 Lessee shall provide Lessor with Certificates of Insurance showing the required coverage and containing a specific contractual liability endorsement extending Lessee's coverage to include its Lease with Lessor. Lessee shall furnish Lessor with binders representing all insurance required by this Lease prior to the commencement of lease terms.
- 14.6.3 Lessor shall retain the right at any time to review the coverage, form and the amount of the insurance required hereby. If, in the reasonable opinion of Lessor, the insurance provisions in this Lease do not provide adequate protection for Lessor and for members of the public using the demised premises, Lessor may require Lessee to provide adequate protection. Lessor's requirements must be reasonable and shall be designed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.
- 14.6.4 If Lessee fails or refuses to procure or to maintain insurance required by this Lease or fails or refuses to furnish Lessor with required proof that the insurance has been procured and is in full force and effect and paid for, Lessor shall have the right, but not the obligation, upon five (5) days written notice to Lessee, to procure and maintain said insurance. The premiums paid by the Lessor shall bear interest at the legal rate then in effect in the State of California from the date when the premium is paid by Lessor.
- 14.6.5 Lessor shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit the Certificates of Insurance with Lessor incorporating such changes within sixty (60) days of receipt of such notices, this Lease shall be deemed in default without further notice to Lessee and Lessor shall be entitled to all self-help, administrative legal remedies allowed by law.
- 14.6.6 The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policies or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury or loss caused by Lessee's negligence or neglect connected with this Lease or with Lessee's use or occupancy of the demised premises.

15. INDEMNITY

- 15.1 Indemnity: Lessee shall indemnify, protect, defend and save Lessor harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liabilities, damages, losses, costs or expenses,

including reasonable attorney's fees for the defense thereof: of whatsoever kind and nature, arising from or connected with (i) the conduct or management of the business conducted by Lessee on the premises; (ii) Lessee's use of computers on the premises, including loss of electric power; (iii) Lessee's use or occupancy of the premises; (iv) any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this lease; (v) violations of or non-compliance with any governmental requirements or insurance requirements to be observed, obeyed and complied with by Lessee under the terms of this lease; or (vi) any acts or omissions of Lessee, or any person upon the premises by license or invitation of Lessee or of any person or entity deriving his, her or its right to occupy the premises or any part thereof from, by or through Lessee.

- 15.2 Waiver: All property kept, stored, or maintained on the premises shall be so kept, stored, or maintained at the sole risk of Lessee; and except in the case of Lessor's willful misconduct, Lessor shall not be liable for loss or damage to such property. Lessee waives all claims against Lessor, for damages to persons or property sustained by Lessee or by any other person or firm resulting from any occurrence in the premises or by reason of any equipment located in or on the premises becoming out of repair, or through the acts or omissions of any persons present in the premises or renting or occupying any part of the premises, or for loss or damages resulting to Lessee or its property from burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in any electric line, circuit or facility, or any othertype of improvement or service on or furnished to the premises or resulting from any accident in, on, or about the premises, except to the extent any such loss or damage is attributable to Lessor's willful misconduct.

16. SECURITY DEPOSIT

- 16.1 Amount: On the execution of this Lease, Lessee shall deposit with Lessor a refundable security deposit in the equivalent amount of one month's rent, receipt of which is hereby acknowledged by Lessor, as security for the full and faithful performance by Lessee of the terms, conditions and covenants of this Lease to be performed by Lessee. The type of security deposit shall be in accordance with that specified in the General Conditions. Security Deposit shall not constitute payment of last month's rent. Said security deposit shall be increased annually in accordance with Paragraph 4.1.1 through 4.4.4. of this Lease in order that said security deposit shall always reflect current rent.
- 16.2 Default of Rent: If at any time during the term hereof, Lessee shall be in default in the payment of rent herein reserved or any portion thereof, or any other sums expressly constituting rent hereunder, Lessor may appropriate and apply any portion of the security deposit reasonably necessary to remedy any such default in

rent, or any steps required to affect such remedy. If at any time during the term hereof, Lessee should fail to repair any damage to the premises, occasioned caused by the Lessee or his agents, servants or employees through want of ordinary care, or a greater degree of culpability, for a period beyond within thirty (30) days after written demand to make such repairs served on Lessee by Lessor, then the Lessor may appropriate and apply any portion of the security deposit as may be reasonably necessary to fund the repair.

- 16.3 Termination of Tenancy: If upon cancellation of this lease, Lessee does not leave the leased premises in broom clean condition, excepting reasonable wear and tear, then Lessor may appropriate and apply any portion of the security deposit, after any lawful deductions as above, to the cost(s) of cleaning and repairing the leased premises to a reasonably clean condition. Lessor shall then return to Lessee the remaining un-used portion of the security deposit two (2) weeks after termination of the tenancy, directed to the address left by Lessee specifically for such purpose or otherwise directed to Lessee's last known address.

Should Lessor actually resort to any monies contained within the security deposit under any of the above applicable provisions, Lessee agrees to pay to Lessor the amount for which resort to the security was had, and necessary to restore the security deposit to the original sum required hereunder within thirty (30) days after written demand for such by Lessor.

17. NOTICES AND PAYMENTS

All notices and communications required under this Lease shall be in writing, and all notices and payments shall be made as follows:

- 17.1 All payments and notices to Lessor shall be given or mailed to:

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

- 17.2 All payments and notices to Lessee shall be given or mailed to:

Manager
Lusamerica Foods Inc.
16480 Railroad Avenue
Morgan Hill, CA 95037

- 17.3 To Encumbrance Holder at such address and to such person as it shall designate to Lessor in writing.

- 17.4 Any party may designate a different address by giving notice as set forth in this Article.
- 17.5 All notices and communications referred to herein shall be deemed given on the fifth day following mailing if given in accordance with this Article.
- 17.6 If Lessee is not a resident of the State of California or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, Lessee shall file with Lessor a designation of natural person residing in the State of California, giving the name, residence and business address as the agent of Lessee for the service of process in any court action between Lessee or Encumbrance Holder and Lessor, arising out of or based on this Lease, and delivery to such agent of written notice or a copy of any process in such action shall constitute a valid service upon Lessee.

18. POSSESSORY INTEREST TAXES, TAXES, ASSESSMENTS, FEES AND LIENS

- 18.1 Pursuant to California Revenue and Taxation Code Section 107.6, Lessee is hereby advised that this Lease creates a possessory interest subject to property taxation and, as the party in whom the possessory interest is vested, Lessee will be subject to payment of taxes levied on said interest.
- 18.2 Lessee shall pay promptly all taxes and assessments of any kind whatsoever assessed or levied for or upon the leased premises, including taxes and assessments assessed or levied upon any machines, appliances, property, property interest, possessory interest, or improvement of any kind erected, installed, maintained upon, or used in connection with the leased premises. Lessee shall also pay promptly any taxes levied upon the business or other activities of Lessee, upon or in connection with the leased premises. Furthermore, Lessee shall promptly pay any fees imposed by law for any licenses or permits for any business or activity of Lessee upon the leased premises.
- 18.2.1 The payment of any such taxes, fees, or charges shall not constitute cause for modification of rent payable to Lessor.
- 18.3 Liens: Neither the Lessee nor anyone claiming through the Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

19. ESTOPPEL CERTIFICATE

Each Party (the Responding Party”) shall execute and deliver to the other Party (the “Requesting Party”) to this Lease, within ten (10) days after receipt of the Requesting Party’s request, any estoppel certificate or other statement to be furnished to any

prospective purchaser of or any lender against the Premises. Such estoppel certificate shall acknowledge and certify each of the following matters, to the extent each may be true: that the Lease is in effect and not subject to any rental offsets, claims or defenses to its enforcement; the commencement and termination dates of the Term; that Lessee is paying rent on a current basis; that the improvements required to be furnished under the Lease have been completed in all respects; that the Lease constitutes the entire agreement between Lessee and Lessor relating to the Premises; that Lessee has accepted the Premises and is in possession thereof; that the Lease has not been modified, altered or amended except in specified respects by specified instruments; that the Responding Party has no knowledge of any current default under or breach of the Lease; and that the Responding Party has no notice or knowledge of any prior assignment, hypothecation or pledge of rents or the Lease. The Responding Party shall also, upon request of the Requesting Party, certify and agree for the benefit of any lender against the Premises or the Building ("Lender"), or any trustee under a deed of trust, that the Responding Party will not look to such Lender or Trustee as being liable for any act or omission of the Requesting Party as being obligated to cure any defaults of the Requesting Party under the Lease, which occurred prior to the time Lender or Trustee, its successors or assigns, acquired the Requesting Party's interest in the Premises or the Building, as applicable, by foreclosure or otherwise; as being bound by any payment of rent or additional rent by Lessee to Lessor for more than one month in advance; or as being bound to any amendment or modification of the Lease, made without Lender's or Trustee's written consent.

20. DEFAULT

20.1 Notice and Remedies: In the event Lessee fails to pay rent or to perform any of Lessee's other obligations under this lease, or any part of this lease, when due or called for under this lease, Lessee shall be in default. Lessee shall have a period of ten (10) business days after service of written notice by Lessor specifying the nature of Lessee's default within which to cure such default, provided that if the nature of a non-monetary default is such that it cannot be fully cured within said ten (10) business day period, Lessee shall have such additional time as may be reasonably necessary to cure such default so long as Lessee proceeds promptly after service of Lessor's notice and proceeds diligently at all times to complete said cure. Lessee agrees that a ten (10) day prior written notice served in accordance with the provisions of California CODE OF CIVIL PROCEDURE § 1161, as it may from time to time be amended, will constitute compliance with the notice requirements of this Section. If Lessee fails to cure any such default in a timely manner, Lessee shall be in breach of this lease, and Lessor with or without further notice or demand of any kind may, at its option:

20.1.1 Upon court order, may terminate Lessee's right to possession of the premises at any time. No act by Lessor other than giving notice of termination to Lessee shall terminate this lease. Acts of maintenance, efforts to re-let the premises or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this lease shall not constitute a

termination of Lessee's right to possession. On termination, Lessor shall have the right to recover from Lessee:

- 20.1.1.1 The worth at the time of the award of the unpaid rent that had been earned at the time of termination of this lease.
- 20.1.1.2 The worth at the time of the award of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided.
- 20.1.1.3 The worth at the time of the award of the amount by which unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could have been reasonably avoided.
- 20.1.1.4 Any other amount, including court costs, necessary to compensate Lessor for all detriment proximately caused by Lessee's default.

The phrase "worth at the time of the award" as used in the clauses 20.1.1.1 and 20.1.1.2 is to be computed by allowing interest at the rate of ten percent (10%) per annum. The same phrase as used in clause 20.1.1.3 above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

- 20.1.2 Lessor may exercise the remedy provided in California CIVIL CODE § 1951.4, i.e., Lessor may continue this lease in full force and effect, and collect rent as it becomes due, so long as Lessor does not terminate Lessee's right to possession. During the period Lessee is in default, Lessor may enter the premises and re-let them, or any part of them, to third parties for Lessee's account Lessee shall be liable immediately to Lessor for all costs Lessor incurs in re-letting the premises, including broker's commissions, expenses of remodeling the premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Lessee shall pay to Lessor the rent due under this lease on the dates the rent is due, less the rent Lessor receives from any re-letting. No act by Lessor allowed by this subsection will terminate this lease unless Lessor notifies Lessee in writing that Lessor elects to terminate this lease.
- 20.1.3 After Lessee's default and for so long as Lessor does not terminate Lessee's right to possession of the premises, if Lessee obtains Lessor's consent, Lessee will have the right to assign or sublet its interest in this

lease, but Lessee will not be released from liability. If Lessor elects to re-let the premises as provided in this subsection, rent that Lessor receives from re-letting will be applied to the payment of: (i) first, any indebtedness from Lessee to Lessor other than rent due from Lessee;(ii) second, all costs, including for maintenance, incurred by Lessor in re-letting; (iii) third, rent due and unpaid under this lease. After deducting the payments referred to in this subsection, any sum remaining from the rent Lessor receives from re-letting will be held by Lessor and applied to payment of future rent as rent becomes due under this lease. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Lessee will pay to Lessor, in addition to the remaining rent due, all costs, including maintenance, Lessor incurred in re-letting which remain after applying the rent received from the re-letting.

20.1.4 Lessor may, after expiration of any applicable cure period, unless there is an emergency, correct or remedy any failure of Lessee not timely cured. The reasonable cost paid by Lessor to correct or remedy any such default will immediately become due and payable to Lessor by Lessee as additional rent.

20.2 Notice of Termination: No re-entry or re-letting of the premises shall be construed as an election by Lessor to terminate Lessee's right to possession of this lease unless a written notice of such intention is given by Lessor to Lessee; and notwithstanding any such re-letting without such termination, Lessor may at any time thereafter elect to terminate Lessee's right to possession and this lease in the event that at such time Lessee remains in default under this lease.

20.3 Waiver of Notice; Performance by Lessor: Notwithstanding any provision of this Section: (a) if Lessee is required to comply with any governmental requirement, Lessee shall not be entitled to notice of default from Lessor or any right to cure beyond the period within which such compliance may be required by such governmental requirement; or (b) with respect to provisions of this lease which expressly provide that this lease may be terminated effective on service of notice, Lessee shall be entitled to a right to cure only if a right to cure is required by law; or (c) if in Lessor's reasonable business judgment the continuation of any default by Lessee for the full period of notice provided for in this Section will jeopardize the premises or the rights of Lessor, Lessor may, with or without notice, elect to perform those acts with respect to which Lessee is in default for the account and at the expense of Lessee. If by reason of such default by Lessee, Lessor is compelled to pay or elects to apply any sum of money, including, but without limitation, reasonable attorney's fees, such sum or sums so paid by Lessor, with interest thereon from the date of such payment at the rate provided in this lease, shall be due from Lessee to Lessor on the first day of the month next following such payment by Lessor.

20.4 Interest: Any amount owed to Lessor under the terms and provisions of this lease

which is not paid when due shall bear interest at the rate provided below from the date the same becomes due and payable by the terms and provisions of this lease until paid, unless otherwise specifically provided in this lease. The interest rate that shall apply shall be the highest rate allowed by applicable law.

- 20.5 Other remedies: Nothing contained in this lease shall limit Lessor to the remedies set forth in this Section. Upon Lessee's breach, Lessor shall be entitled to exercise any right or remedy then provided by law, including, but not without limitation, the right to obtain injunctive relief and the right to recover all damages caused by Lessee's breach in the performance of any of its obligations under this lease.
- 20.6 Each term and each provision in this Lease to be kept, observed, or performed by Lessee shall be construed to be both a covenant and a condition.

21. INSOLVENCY

If at any time during the term there is filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if a receiver or trustee takes possession of any of the assets of Lessee, or if the leasehold interest under this Lease passes to a receiver, or if Lessee makes an assignment for the benefit of creditors or petitions for or enters into an arrangement (any of which are referred to herein as "a bankruptcy event"), then the following provisions shall apply:

- 21.1 Neither this Lease, nor any interest in this Lease, nor any estate created hereby, shall pass by operation of law under any state or federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person whatsoever without the prior written consent of Lessor, which may be withheld in Lessor's sole, absolute and unfettered discretion. Any purported transfer in violation of the provisions of this Section 21.1 shall constitute a breach of this Lease, regardless of Lessee's compliance with the other provisions of this Lease; and Lessor at its option by written notice to Lessee may exercise all rights and remedies provided for in Section 21, including the termination of this Lease, effective on service of such notice without the necessity of further notice.
- 21.2 Any receiver, trustee in bankruptcy or Lessee as debtor in possession ("debtor") to which Lessee's interest under this Lease is transferred with Lessor's consent under Subsection 21.1 immediately preceding shall, within the time permitted under the applicable statute, either expressly assume or reject this Lease following the entry of an "Order for Relief".
- 21.3 In the event of an assumption of this Lease by a debtor, receiver or trustee, such debtor, receiver or trustee shall immediately after such assumption (i) cure any default of Lessee or provide adequate assurances that defaults of Lessee will be

promptly cured; and (ii) compensate Lessor for actual pecuniary loss or provide adequate assurances that compensation will be made for actual pecuniary loss; and (iii) provide adequate assurance of future performance. For the purpose of this Subsection, adequate assurance of future performance of all obligations under this Lease shall include, but is not limited to:

21.3.1 Written assurance that Rent and any other consideration due under this Lease shall first be paid before any other of Lessee's costs of operation of its business in the Premises are paid; and

21.3.2 Written agreement that assumption of this Lease will not result in a breach of any provision of this Lease, including, but not limited to, any provision relating to use or exclusivity in this or any other Lease or agreement relating to the Premises, or if such a breach is caused, the debtor, receiver or trustee will indemnify, protect, defend and hold harmless Lessor against any loss, cost, damage or liability (including costs of suit and attorneys' fees) occasioned by such breach.

21.4 Where a default exists under this Lease, the debtor, trustee or receiver may not require Lessor to provide services or supplies incidental to the Lease before its assumption by such debtor, trustee or receiver, unless Lessor is compensated under the terms of this Lease for such services and supplies provided before the assumption of this Lease.

21.5 The debtor, receiver or trustee may only assign this Lease if adequate assurance of future performance by the assignee is provided, whether or not there has been a default under this Lease. Any consideration paid by any assignee in excess of the Minimum Rent reserved in this Lease shall be the sole property of and be paid to, Lessor. Upon assignment by the debtor, trustee or receiver, the obligations of this, the Lease shall be deemed to have been assumed by the assignee, and the assignee shall execute an assumption agreement on request of Lessor.

21.6 Lessor shall be entitled to the fair market value for the Premises and the services provided by Lessor (but in no event less than the Minimum Rent reserved in this Lease) subsequent to the commencement of a bankruptcy event.

21.7 To the extent such remedies are permitted by law, Lessor specifically reserves any and all remedies available to Lessor in Section 20 of this Lease or at law or in equity with respect to a bankruptcy event by Lessee.

22. REMEDIES CUMULATIVE

The various rights, elections and remedies of Lessor and Lessee contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any of the others, or of any right, priority or remedy allowed or provided for by law.

23. ATTORNEY'S FEES

If either party files any action or brings any proceeding against the other party arising out of this Lease or for the declaration of any rights under this Lease, the prevailing party therein shall be entitled to recover from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party as determined by the court. If either party ("secondary party") without its fault is made a party to litigation instituted by or against the other party ("primary party"), the primary party shall pay to the secondary party all costs and expenses, including reasonable attorney's fees, incurred by the secondary party in connection therewith.

24. WAIVER OF DEFAULT

The waiver by either party of any default in the performance by the other of any covenant contained in this Lease shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained in this Lease. The subsequent acceptance of Rent or other amounts under this Lease by Lessor shall not constitute or be deemed to constitute a waiver of any preceding default other than the failure of Lessee to pay the particular Rent or other amount or portion thereof so accepted, regardless of Lessor's knowledge of such Preceding default at the time of acceptance of such Rent or other amount. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

25. NO PARTNERSHIP

Neither Lessor nor Lessee shall in any way or for any purpose be deemed a partner, joint venture or member of any joint enterprise with the other.

26. SUBTENANCIES

The voluntary or other surrender of this Lease by Lessee or a mutual cancellation of this Lease shall not effect a merger and shall, at Lessor's option, terminate all existing subtenancies, or operate as an assignment to Lessor of any or all of such subtenancies.

27. SUCCESSORS

This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors. The term "successors" is used in this Lease in its broadest possible meaning and includes, but is not limited to, every person succeeding to any interest in this Lease or the Premises of Lessor or Lessee, whether such succession results from the act or omission of such party. Every covenant and condition of this Lease shall be binding upon all permitted assignees, sublessees, licensees and concessionaires of Lessee.

28. REMOVAL OF LESSEE'S PROPERTY

Upon expiration of the Term of this Lease or upon any earlier termination thereof, should Lessor, in its discretion so request, Lessee shall remove at its own expense all of Lessee's equipment, merchandise and personal property (collectively called "Lessee's property") which were installed by Lessee or any sublessee, concessionaire or licensee in or upon the Premises. For purposes of the application and interpretation of this Section, any replacement hoist purchased by Lessee for use on the premises shall not be considered Lessee's property and shall be left on the Premises without charge or cost to Lessor." In the event of any injury or damage to the Premises or to any portion of the Project resulting from the removal of Lessee's property, Lessee shall promptly pay to Lessor the cost of repairing such injury or damage. Lessee shall complete such removal before the time provided in this lease unless prevented from so doing by a delaying cause; or Lessor may, at Lessor's option, retain any or all of Lessee's property, and title to Lessee's property shall thereupon vest in Lessor without the execution of documents of sale or conveyance by Lessee, or Lessor may remove any or all items of Lessee's property from the Premises and dispose of them in any manner Lessor sees fit, and Lessee shall pay upon demand to Lessor the actual expense of such removal and disposition, less the proceeds of disposal, together with interest from the date of payment by Lessor until repayment by Lessee.

29. EFFECT OF CONVEYANCE

If during the Term of this Lease, Lessor conveys its interest in the Premises or this Lease, then from and after the effective date of such conveyance, Lessor shall be released and discharged from any and all further obligations and responsibilities under this Lease except those already accrued at the time of conveyance. Release of the security deposit shall be in accordance with Section 16 of this Lease.

30. LESSOR'S DEFAULT; NOTICE TO LENDER

30.1 Lessor's Default: In the event Lessor fails to perform any of its material obligations under this Lease, then Lessor shall be in default. Lessor shall commence promptly to cure such default immediately after receipt of written notice from Lessee specifying the nature of such default and shall complete such cure within thirty (30) days thereafter, provided that if the nature of such default is such that it cannot be cured within said thirty (30) day period. Lessor shall have such additional time as may be reasonably necessary to complete its performance so long as Lessor began curing with diligence within thirty (30) days after receipt of Lessee's notice and is then proceeding with diligence to cure such default

30.2 Notice to Lender: Whenever Lessee serves notice on Lessor of Lessor's default, written notice shall also be served at the same time upon the mortgagee under any first or second mortgage or beneficiary under any first or second deed of trust, of which Lessee has been given written notice. Such mortgagee or beneficiary shall have the periods of time within which to cure Lessor's defaults as are provided in this lease which periods shall commence to run ten (10) days after the

commencement of the periods within which Lessor must cure its defaults. In this connection, any representative of the mortgagee or beneficiary shall have the right to enter upon the Premises for the purpose of curing Lessor's default. Such mortgagee or beneficiary shall notify Lessor and Lessee in the manner provided by this lease of the address of such mortgagee or beneficiary to which such notice shall be sent, and the agreements of Lessee are subject to prior receipt of such notice. If the nature of the default is such that the mortgagee's or beneficiary's possession is required to cure the default, then Lessee will not terminate the Lease so long as such mortgagee or beneficiary commences proceedings to obtain possession of the Premises within the period of time afforded to the mortgagee or beneficiary to cure such default, and once the mortgagee or beneficiary has obtained possession, diligently proceeds to cure the default Nothing contained in this Lease shall be construed to impose any obligation on any mortgagee or beneficiary to cure any default by Lessor under the Lease.

31. INTERPRETATION

31.1 The captions by which the Sections of this Lease are identified are for convenience only and shall not affect the interpretation of this Lease. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, and the neuter gender shall include the masculine and feminine genders. If there is more than one signatory hereto as Lessee, the liability of such signatories shall be joint and several. If any provision of this Lease shall be held to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in effect and shall in no way be impaired thereby. The lease shall be the presiding document and where the lease remains silent or requires further interpretation, the general conditions shall prevail.

32. ENTIRE INSTRUMENT

It is understood that there are no oral agreements between the parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, correspondence, arrangements, brochures, agreements and understandings, if any, between the parties or their representatives or displayed by Lessor to Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease cannot be modified in any respect except by writing signed and entered into by Lessor and Lessee. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.

33. EASEMENTS

This Lease is made expressly subject to:

33.1 Any conditions, covenants, conditions and restrictions and/or easements of record on the Premises and/or the Project; and

33.2 Any easements for utilities or ingress and egress that now or hereafter may be placed of record by Lessor for purposes of the common benefit of the occupants of the Project. Lessee agrees to execute such documents necessary to subordinate its interest hereunder to such easements; provided such easements will not affect adversely Lessee's use of the Premises.

34. SALE BY LESSOR

The Premises or Lessor's interest under this Lease (or both) may be freely sold or assigned by Lessor and, in the event of any such sale or assignment, the covenants and obligations of Lessor herein shall be binding on each successive "Lessor" and its successors and assigns, only during their respective periods of ownership.

35. PAYMENTS

Except as otherwise expressly stated, each payment required to be made is in addition to and not in substitution for other payments to be made by Lessee.

36. NO OFFER

The preparation and submission of a draft of this Lease by either party to the other shall not constitute an offer, nor shall either party be bound to any terms of this Lease or the entirety of the Lease itself until both parties have signed a final document and an original document signed by both parties has been received by each party. Until such time as the parties are bound as described in the previous sentence, either party is free to terminate negotiations with no obligations to the other.

37. DISPUTED SUMS

Under the terms of this Lease, numerous charges are and may be due from Lessee to Lessor, including, without limitation, personal property taxes, insurance payments and other items of a similar nature, including, but not limited to, advances made by Lessor, at Lessor's option, with respect to Lessee's default. In the event that at any time during the Term there is a bona fide dispute between the parties concerning the amount due for any of such charges claimed by Lessor to be due, and if the parties are unable to resolve the dispute by the process established by Article XIX of the General Conditions, attached as Exhibit B and incorporated into this Lease, then either party shall have the right to file an action in the Superior Court of Monterey County, to resolve the dispute

38. ASSIGNABILITY/SUBLETTING

Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor, which shall not be unreasonably delayed, conditioned, or withheld. The General Conditions referred to in Section 1.3 of this lease state specifically the conditions for assignment, subletting and hypothecation.

39. RIGHT OF ACCESS

Upon reasonable prior verbal notice to Lessee (except that no notice shall be required in situations Lessor reasonably determines are emergencies), Lessor and its authorized agents and representatives shall be entitled to access the premises at all reasonable times for the purpose of: inspecting the premises, making repairs which Lessor is entitled to make under this lease, curing a default of Lessee, posting any notice or sign provided by law that relieves Lessor from responsibility for the acts of Lessee, exhibiting the premises to prospective buyers, lessees or lenders, and posting ordinary signs advertising the premises for sale or for lease during the last one hundred eight (180) days of the term, as it may be extended. For the foregoing purposes, Lessor may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the access to the premises shall not be unreasonably blocked thereby, and further providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages or abatement of rent or for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the premises, and any other loss occasioned by Lessor's actions pursuant to this Section, except to the extent caused by the unreasonable conduct or willful misconduct of Lessor or Lessor's agents. Lessor shall have the right to use any and all means which Lessor may deem proper in an emergency to obtain access to the premises without liability to Lessee, except for any failure to exercise due care for Lessee's property; and any entry to any building or access to the premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the premises or an eviction of Lessee from the premises or any portion thereof.

40. DELAYING CAUSES

If either party is delayed in the performance of any covenant of this lease because of any of the following causes (referred to elsewhere in this lease as a "delaying cause"): action of the elements, war, riot, labor dispute, inability to procure or general shortage of labor or material in the normal channels of trade, delay in transportation, delay in inspections, governmental action or moratorium or any other cause beyond the reasonable control of the party so obligated, whether similar or dissimilar to the foregoing, financial inability exempted, then such performance shall be excused for the period of delay and the period for such performance shall be extended for a period equivalent to the period of such delay, except that the foregoing shall in no way affect Lessee's obligation to pay minimum annual rent payable under this lease or the length of the term. Delaying causes do not include financial inability to perform.

41. SEVERABILITY

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that

any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

42. NON-DISCRIMINATION

Lessee shall not discriminate against any employee, applicant for employment or potential recipient of the services provided by Lessee on the basis of race, color, national origin, religion, age, sex, sexual orientation, or disability. Lessee shall comply with all applicable federal, state and local laws, policies, rules and requirements related to equal opportunity and non-discrimination in employment, contracting and the provisions of any services that are subject of the Lease, including but not limited to the Civil Rights Act of 1964 (42 USC 2000d), Section 112 of Public Law 92-65, Age Discrimination Act of 1975 (42 USC 6102) and Section 504 of the Rehabilitation Act of 1973 (26 USC 794).

43. SUBORDINATION

This Lease is subordinate to any mortgage that now exists with respect to the Premises. This Lease will be subordinate to any mortgage that may be given later by Lessor, provided that Lessor secures from the mortgagee (or beneficiary of a deed of trust) a commercially reasonable non-disturbance agreement, for the benefit of Lessee, in a form acceptable to Lessee.

44. GOVERNING LAW

This Lease shall be construed in accordance with the laws of the State of California

LUSAMERICA FOODS INC.,
LESSEE

MOSS LANDING HARBOR DISTRICT,
LESSOR

By: _____

By: _____

PERSONAL GUARANTY

The undersigned _____ (hereafter "Guarantor"), for valuable consideration, guarantees the performance required of Lusamerica Foods Inc., as Lessee, for all obligations set forth in Section 4 Rent of this Lease. If there is more than one Guarantor, then their obligations are joint and severable, and a separate action may be brought or prosecuted against each and every Guarantor whether the action is brought or prosecuted against any other Guarantor, or whether any other Guarantor is joined in the action, and Guarantor waives the right to require District to proceed against any specific party, to proceed against or exhaust any security held by District on Guarantor's behalf, or to pursue any other remedy in District's power.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under

this Guarantee. Subsequent changes to the terms and conditions of Section 4 Rent of the Lease shall not alter the obligation created hereunder, unless agreed to in writing.

If District is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay to District all costs incurred, including, without limitation, reasonable attorney's fees.

NAME, Guarantor

DRAWING DEPICTING LEASED PREMISES

GENERAL CONDITIONS

All references in these General Conditions to “District” shall have the same meaning as “Lessor” in the Lease to which these General Conditions are attached. In the event of any conflict between the terms of the Lease to which these General Conditions are attached, and the terms of these General Conditions, the terms of the Lease shall govern and control.

ARTICLE I - WARRANTY OF TITLE.

- A. District warrants that it has authority to lease the lands in question and that there are no restrictions, liens or encumbrances that would prevent Lessee from developing and operating the business enterprises provided for in this Lease except as may be specifically set forth in the Lease documents.
- B. District further warrants that development on lands owned or controlled by the District shall be of compatible uses. District and Lessee agree that this Lease shall in no way limit District’s right to develop like business enterprises and other compatible uses at any time on lands owned or controlled by the District.

ARTICLE II – DECLARATION OF KNOWLEDGE BY LESSEE.

Lessee warrants that Lessee has carefully examined this Lease and by investigation of the site and of all matters relating to the Lease arrangements has fully informed itself as to all existing conditions and limitations affecting the construction of the Lease improvements and business practices required in the operation and management of the uses contemplated hereunder.

ARTICLE III – QUIET ENJOYMENT

Lessee, paying the rent herein reserved, and performing and observing the several covenants and conditions by it to be kept and performed, may peaceably hold and enjoy the leased premises subject to the terms, covenants, and conditions of this Lease during the term thereof.

ARTICLE IV – CONSTRUCTION

- A. Lessee shall be responsible for the construction of Lessee-owned improvements at its sole cost and expense.
- B. Lessee shall submit and obtain approval of plans and specifications for all improvements as designated and/or required by the Harbor District, and all applicable codes, ordinances and permits, including but not limited to Monterey County, California Coastal Commission, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, and Monterey Bay Unified Air Pollution Control District.

- C. Performance and Payment Bond. No construction shall be commenced nor be deemed to have commenced at the leased premises until Lessee has provided District a Performance and Payment Bond in the amount of the total estimated construction costs of the improvements to be constructed by Lessee.

Said bond shall be in a form acceptable to District, approval of which will not be unreasonably withheld and shall state the following:

1. That it is conditioned to secure the completion of the proposed construction, free from all liens and claims.
2. That the construction work shall be fully and faithfully performed by Lessee, the general contractor, or, on their default, the surety.
3. That in default of such completion and payment, such part of the amount of the bond as shall be required to complete the work shall be paid to District as liquidated and agreed damages for the nonperformance of the Lessee's agreement; it being agreed that the amount of the District's damages is extremely difficult to ascertain and determine.
4. That the surety will defend and indemnify District against all loss, costs, damage, expense, claims, and liabilities arising out of or connected with the construction.

In lieu of a Performance and Payment Bond, Lessee may provide construction surety bonds supplied by Lessee's general contractor or contractors, provided such bonds contain the same conditions, are issued Jointly to Lessee and District, and are in an amount equal to the total estimated construction cost of the improvements.

Should Lessee act as owner/builder, then all subcontractors shall provide construction surety bonds on the same conditions as above stated for construction surety bonds to be provided by Lessee's general contractor.

All construction Performance and Payment Bonds shall be issued by a responsible surety company qualified to do business in the State of California and acceptable to District, and shall remain in effect until the entire cost of the work shall have been paid in full and the new improvements shall have been insured as provided by this Lease.

- D. Certificate of Completion. Upon completion of said improvements and any approved modification thereto, Moss Landing Harbor District will execute and deliver to Lessee a Certificate of Completion which will recite that District has inspected and approved all improvements and that there exists no default in this Lease with respect to said improvements as of the date of the certificate, if such is

the fact.

- E. Statement of Construction Costs and “As-Built” Plans. Within sixty (60) days following completion of any substantial improvement within the leased premises, Lessee shall furnish District a complete set of “As-Built” plans and an itemized statement of the actual construction cost of such improvement. The statement of cost shall be sworn to and signed by Lessee or his responsible agent under penalty of perjury.
- F. Approval of Changes. All future construction, structural modifications, alterations, or major or minor repair shall not be commenced without District’s prior written approval of the plans, specifications, and schedule for such construction, structural modification, or alteration.
- G. Notice of Nonresponsibility. District may post upon the leased premises a “Notice of Nonresponsibility.”
- H. Mechanics Liens. Lessee shall at all times indemnify and save District harmless from any and all claims for labor and materials in connection with construction, repair, alterations, or installation of structures, improvements, equipment, or facilities at the leased premises, and from the cost of defending against such claims, including attorneys’ fees. In the event a lien is imposed upon the leased premises as a result of such construction, repair, alteration or installation, Lessee shall procure and record a Bond in accordance with the provisions of California Civil Code Section 3143, which frees the leased premises from the Claim of the lien and from any action brought to foreclose the lien. Should Lessee fail to procure and record said bond within ten (10) days after the filing of any such liens, this Lease shall be in default and shall be subject to immediate termination by District, anything in this Lease to the contrary notwithstanding.

ARTICLE V – OMITTED

ARTICLE VI – FEE FOR FAILURE TO PAY WHEN DUE

All monies, including, without limitation, rent security deposit, fees for failure to pay when due, as hereinafter provided, liquidated damages, and any other payments that Lessee is obligated to make, which are payable to District by Lessee, are agreed to be payable without abatement, deduction, or offset of any kind or character whatsoever.

If money payable to District as a Condition of this Lease is not paid when due, a fee of two percent (2%) of the amount due and unpaid shall be added to the amount due and such total sum shall be due and payable to District as of the original delinquency date. A further fee of five percent (5%) of the amount due and unpaid, including the previous fee, shall be added unless said amount is paid within sixty (60) days from the date when said amount was originally due.

From the date when due, all such monies shall bear interest at the legal rate then in effect in the

State of California, until paid.

ARTICLE VII – SECURITY DEPOSIT

Lessee shall provide District with, and at all times thereafter maintain, a security deposit in the amount of two month's lease total rent, adjusted annually by the Consumer Price Index. The security deposit shall take one of the forms set out below and shall guarantee Lessee's full and faithful performance of all the terms, covenants, and conditions of this Lease:

- A. Cash.
- B. The assignment to District of a savings deposit held in a financial institution in Monterey County acceptable to District. Such assignment shall consist of delivery to District of the original passbook for such savings deposit and execution and delivery of a written assignment of said deposit to District on a form approved by District.
- C. A renewable Time Certificate of Deposit from a financial institution in Monterey County wherein the principal sum is made payable to District on order. Both the financial institution and the form of the certificate must be approved by District.
- D. A renewable instrument or instruments of credit from one or more financial institutions, subject to regulation by the state or federal government, pledging that funds necessary to secure performance of the Lease terms, covenants, and conditions are guaranteed for payment, and agreeing that said funds shall secure Lessee's performance, and that all or any part shall be paid to District upon demand. Both the financial institution(s) and the form of the instrument(s) must be approved by District.

Lessee may change the form of security deposit (A. through D., inclusive above) only within thirty (30) days after any anniversary of the lease term. Regardless of the form in which Lessee elects to make said security deposit, all or any portion of the principal sum shall be available unconditionally to District for correcting any default or breach of this Lease by Lessee, his successors or assigns, or for payment of expenses incurred by District as a result of the failure of Lessee, his successors or assigns, to faithfully perform all the terms, covenants, and conditions of this Lease.

Should Lessee elect to assign a savings deposit to District, provide a Time Certificate of Deposit, or provide an instrument of credit to fulfill the security deposit requirements of this Lease, the form of the certificate must be approved by District.

Should Lessee elect to assign a savings deposit to District, provide a Time Certificate of Deposit, or provide an instrument of credit to fulfill the security deposit requirements of this Lease, the depository or issuer therein shall incur no liability because of the payment of any or all of the principal sum to District upon demand. The agreement entered into by Lessee with a financial institution to establish the deposit necessary to permit assignment or issuance of a certificate, as

provided above, may allow the payment to Lessee of interest accruing on account of said deposit. If at any time during the term of this Lease, any rent or any other sum payable to District shall be overdue and unpaid, District may, at District's option, apply any portion of this security deposit to the payment of any overdue rent or any other sums due and payable to District under this Lease.

Should the entire security deposit or any portion thereof be appropriated and applied by District for the payment of overdue rent or any such other sum due and payable to District by Lessee, then Lessee shall within thirty days (30) after written demand by District, restore said security deposit to the required amount.

Lessee shall maintain the required security deposit throughout the Lease term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Lease.

The security deposit shall be rebated, reassigned, released or endorsed to Lessee or order, as applicable, at the end of the lease term, provided Lessee is not then in default and has performed its obligations required to be performed under the terms of this Lease.

ARTICLE VIII – INSURANCE

- A. Insurance During Lessee Construction. Lessee shall maintain, keep in force and pay all premiums required to maintain and keep in force all classes of the following insurance at all times during which there is any construction, including “major repair” (as later defined in this Lease):
1. Builders Risk Insurance. “All risks” builders risk insurance including vandalism and malicious mischief, covering all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits of not less than one hundred percent (100%) of the total estimated cost of construction.
 2. Boiler, Unusual Hazards, and Other Insurance. Boiler and machinery insurance in such amounts of coverage as reasonably satisfactory to District if at any time or from time to time such equipment is located on the leased premises. If Lessee commences, permits, or causes the conduct of any activity or the bringing or operation of any equipment on or about the leased premises creating unusual hazards, Lessee shall, promptly on notice of demand from District, procure and maintain in force during such activity or operation, insurance sufficient to cover the risks represented thereby. District's demand for unusual hazard insurance shall not constitute a waiver of District's right, if District would otherwise have that right, to demand the removal, cessation, or abatement of such activity or operation. Other insurance, in amounts from time to time reasonably required by District, against other insurable risks, if at the time such

insurance is procurable and the total premium cost for such additional insurance does not exceed ten percent (10%) of the total premium cost for insurance otherwise required under this Lease to be kept in force and maintained during the period such construction is in progress.

3. Workers' Compensation Insurance. Workers' Compensation Insurance covering all persons employed by Lessee in connection with the work and with respect to death or bodily injury claims that could be assessed against District or the leased premises.

B. Insurance During the Lease Term. During the term of this Lease, Lessee shall maintain, keep in full force and effect and pay all premiums required to maintain and keep in force the insurance stated in the lease agreement and the following insurance:

1. Fire and Extended Coverage. Amounts as stated in lease agreement. District shall, at Lessee's sole cost and expense, cooperate fully with Lessee to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by this Article shall provide that the proceeds shall be paid to Insurance Trustee (hereinafter defined), the proceeds of which shall be deemed to be held in trust by the recipient for the uses and purposes prescribed by this Lease.

- a. Insurance Trustee. Prior to the commencement of the terms of this Lease, Lessee shall designate the Insurance Trustee, which designation shall be subject to approval by District.

The Insurance Trustee may be any California or federally chartered savings and loan association, a federally chartered bank, or trust company, preferably with an office or branch located within twenty (20) miles of the leased premises. In the absence of a designation by Lessee or approval by District, the General Manager of the Moss Landing Harbor District shall serve as Insurance Trustee.

- b. Powers and Duties of Insurance Trustee. All proceeds payable pursuant to the provision of any policy or policies of fire insurance or extended coverage shall be expressly made payable in case of loss or damage to, and shall be assigned and delivered to, the Insurance Trustee for District and Lessee for the following purposes with the following powers and duties, except if the proceeds do not exceed the amount defined in this Lease as the measure of "minor repairs," such proceeds shall be adjusted by and paid to Lessee and shall be applied by Lessee for repair, restoration, or reconstruction of any improvement damaged or destroyed by the casualty giving rise to the Insurance claim:

- (1) All proceeds received by the Insurance Trustee from any insurance policy or fire insurance policy or extended coverage policy shall first be used, subject to any other conditions contained in this Lease, by such Insurance Trustee as a fund for the restoration and repair of any and all buildings, improvements, and equipment located on the leased premises which have become destroyed or damaged. Such proceeds in such event shall be used and applied by the Insurance Trustee in satisfaction and discharge of the cost of the restoration of the damaged or destroyed building, improvements, and equipment.

Such proceeds shall be paid out by the Insurance Trustee from time to time to persons furnishing labor or materials, or both, including architect's fees and contractor's compensation in the construction work on vouchers approved by a licensed architect or engineer employed by Lessee to superintend the work; provided, however, that if such Insurance Trustee shall, in its reasonable discretion, determine or conclude that such vouchers are being improperly approved by such architect or engineer, or if no such architect or engineer is appointed, then such Insurance Trustee shall have the right to appoint an architect or engineer chosen by the Insurance Trustee to supervise the construction work and to make payments on vouchers approved by such last-mentioned architect or engineer. The reasonable expenses or charges of such architect or engineer shall be paid by such Insurance Trustee out of the trust fund.

- (2) Any proceeds not disbursed by the Insurance Trustee, as provided above, and remaining in the hands of the Insurance Trustee after the completion of the restoration or the repair work and the payment and discharge of the cost thereof, shall, within thirty (30) days after written demand made by Lessee and accompanied by reasonable proof of such completion and payment, be delivered by the Insurance Trustee to Lessee.
- (3) If the amount of the insurance proceeds is insufficient to pay the actual cost of reconstruction, repair, or rehabilitation, such deficiency will be borne and provided for by Lessee by depositing same with the Insurance Trustee within one hundred twenty (120) days following the request by the Insurance Trustee to Lessee requesting a

sum equal to the amount of such deficiency.

- (4) Lessee shall, at all times prior to a loss thereon be entitled to cause the surrender of any policy or policies of fire insurance or extended coverage insurance and to receive the allowable rebate of unearned premiums thereon upon the condition however, that Lessee first shall substitute a policy or policies in an equal or greater amount.
- (5) All actual costs and charges of the Insurance Trustee shall be borne and paid by Lessee.
- (6) If the Insurance Trustee shall resign or for any reason be unwilling to act or continue to act, the Lessee shall designate a substitute Insurance Trustee in the same manner and subject to the same conditions as provided for designation of the original Insurance Trustee.

2. Products Liability Coverage. Limits for personal injury including accidental death of not less than Three Hundred Thousand Dollars (\$300,000) for any one person and Five Hundred Thousand Dollars (\$500,000) for any one occurrence and property damage in an amount of not less than Five Hundred Thousand Dollars (\$500,000).

- C. Lessee may procure and maintain any insurance not required by this Lease, but all such insurance shall be subject to all other provisions of this Lease pertaining to insurance and shall be for the mutual benefit of District and Lessee.
- D. All insurance required by express provisions of this Lease shall be carried only with responsible Insurance Companies licensed to do business in the State of California. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that:
 1. Any loss shall be payable notwithstanding any act or negligence of District, its officers, agents, and employees that may otherwise result in a forfeiture of the insurance;
 2. The insurer waives the right of subrogation against District, its officers, agents and employees,
 3. The policies are primary and non-contributing with any insurance that may be carried by District; and
 4. The policies cannot be canceled or materially changed except after thirty days (30) prior written notice by the insurer to District.

- E. District may, at any time, require Lessee to increase the minimum dollar amounts for insurance required by this Lease, but every such increase shall be reasonable under the circumstances and in no event, shall such increases more than double in any ten-year period.

ARTICLE IX – POSSESSORY INTEREST TAXES, TAXES, ASSESSMENTS AND FEES

- A. Pursuant to California Revenue and Taxation Code Section 107.6, Lessee is hereby advised that this Lease creates a possessory interest subject to property taxation and, as the party in whom the possessor interest is vested, Lessee will be subject to payment of the taxes levied on said interest.
- B. Lessee shall pay promptly all taxes and assessments of any kind whatsoever assessed or levied for or upon the leased premises, including taxes and assessments assessed or levied upon any machines, appliances, property, property interest, possessory interest, or improvement of any kind erected, installed, maintained upon, or used in connection with the leased premises. Lessee shall also pay promptly any taxes levied upon the business or other activities of Lessee, upon or in connection with the leased premises. Furthermore, Lessee shall promptly pay any fees imposed by law for any licenses or permits for any business or activity of Lessee upon the leased premises.
- C. The payment of any such taxes, fees, or charges shall not constitute cause for modification of rent payable by Lessee.
- D. If the imposition of any tax, fee, charge, duty, or assessment shall be deemed by Lessee to be improper, illegal, or excessive, Lessee may, at its sole cost and expense, dispute and contest the same in any manner provided by law, provided, however, any such taxes, fees, charges, duties, or assessments shall have first been paid.

ARTICLE X – OPERATIONS

- A. Rents and Services. Lessee shall operate the leased premises compatibly with other Lessees and in a manner similar to those prevailing in other harbor facilities in Northern California furnishing the same services and amenities. Lessee shall, at all times during the lease term, provide adequate security measures to reasonably protect persons and property on the leased premises. The ultimate purpose of this Lease for the benefit of the public is the complete and continuous use of the Lease facilities. All facilities and services shall be made available to the public without discrimination as to age, race, marital status, sex, sexual orientation, disability, national origin or religious creed. The immediate purpose of this Lease is the development of the premises and the realization of the greatest possible revenue therefrom by Lessee and District. It is agreed that the ultimate and immediate purposes are consistent and compatible. Accordingly, Lessee covenants and agrees to operate said premises fully and continuously to

accomplish said purpose.

- B. Cooperation Among Lessees. Lessee shall cooperate with all other Lessees of District who will be operating enterprises in the vicinity of the leased premises, and shall conduct its operations so as to avoid interference with the operations of other Lessees. Any difference or conflict that may arise between Lessee and other Lessees will be adjusted by District. If the operations of Lessee are impaired because of any acts or omissions of such other Lessees, Lessee shall have no claim against District on that account.
- C. Environmental Protection. Lessee shall take all reasonable measures available to:
1. Avoid any pollution of the atmosphere or littering of land or water caused by or originating in, on, or about Lessee's facilities.
 2. Keep the noise level on the leased premises in accordance to the conduct of a fish processing operation and wholesale/retail sales.
 3. Keep the lights on the leased premises from adversely affecting the operation of boats in the area.
 4. Prevent all pollutants, including petroleum products of any nature, from being discharged into the harbor waters.
- D. Supervision by Lessee. Lessee's management shall be personally experienced and skilled in management of operations as are contemplated under this Lease. Lessee shall give resident attention to efficient supervision of Lease operations, using its best skill, and shall keep employed, at all times, a competent supervisor and any necessary assistants. Lessee's supervisor shall represent Lessee in its absence for the operation of the facility upon the leased premises, and all directions given to him shall be as binding as if given to Lessee.
- E. Violation of this Article. A violation of this article shall constitute a breach of this Lease and District shall have all rights and remedies provided by law except that such a breach shall not be grounds for termination or cancellation of this Lease.

ARTICLE XI — LIQUIDATED DAMAGES

- A. Violation and Amount. In addition to all other remedies available to District for violations or breaches of this Lease, District shall have the right to demand and Lessee agrees to pay liquidated damages in the sum of one two-hundredth (1/200) of the security deposit required by this Lease for each day a violation exists of any of the following provisions of the Lease:

ARTICLE 7 - USES AND SERVICES

ARTICLE 10.2 - ALTERATIONS
ARTICLE 4.4 - FINANCIAL REPORTS AND RECORDS

Such damages are and will continue to be impractical and extremely difficult to determine. Execution of this lease shall constitute agreement by Lessee and District that actual damages for breach of any of said provisions are and will continue to be impractical and extremely difficult to determine and that one two-hundredths (1/200) of the security deposit required by this Lease per day is the minimum value of the cost and actual damage caused by any violation named in this article. Such damages shall not be payable for any period prior to written notice to Lessee from General Manager that a violation exists. Should Lessee dispute the finding that a violation exists, Lessee may request in writing that the Board of Harbor Commissioners makes a determination that a violation exists. Such damages shall then be payable by Lessee.

- B. Declaratory Relief. Lessee shall have the right to have any court of competent Jurisdiction determine whether there has been a violation of this Article; provided, however, that once a violation has been determined to have occurred, the agreed liquidated damages shall be one two-hundredths (1/200) of the security deposit required by this Lease for each day the violation existed after written notice to Lessee from General Manager that a violation exists.

ARTICLE XII – PROTECTION OF LEASED PREMISES

Lessee shall maintain its facilities in such a manner as to protect District's property from damage, injury, loss, or liability, excepting such as may be caused by fault or negligence of officers, agents, or employees of District.

ARTICLE XIII – COMPLIANCE WITH LAWS AND REGULATIONS.

- A. Lessee shall at all times observe and comply with, and shall cause all its employees to observe and comply with all applicable laws, ordinances, regulations, orders, and decrees of all public authorities having jurisdiction over operations under this Lease, whether now in force or which may hereafter be in force.
- B. If the imposition of any law, order, ordinance, regulation, or direction shall be deemed by Lessee to be improper, illegal, excessive, or unreasonable, it may at its sole cost and expense, dispute and contest the same in any manner provided by law.

ARTICLE XIV – HOLD HARMLESS

- A. Lessee shall defend all suits brought against District, its officers, agents, or employees, or naming District, its officers, agents, or employees as a defendant wherein it is alleged that operations by Lessee or conditions on the leased

premises create a liability of District, its officers, agents, or employees, and Lessee shall pay any and all judgments against and save and hold District, its officers, agents, and employees harmless from any liability, cost, expense, or loss on account thereof, except that judgments solely based on acts or omissions of District, its officers, agents, or employees need not be paid by Lessee and further except that Lessee need not hold District, its officers, agents, or employees harmless therefrom.

- B. District shall give written notice to Lessee within ten (10) days after any suit shall have been served on District wherein it is alleged that operations by the Lessee or conditions on the leased premises create a liability of the District. District shall give written notice to Lessee within thirty (30) days after the filing of any written claim against District wherein it is alleged that operations by the Lessee or conditions on the leased premises create a liability of the District. If such notice shall not be given within said periods, District shall indemnify Lessee and hold it harmless from any damages or loss Lessee may suffer as a result of District's failure to give such notice. Such notice, however, shall not be required in those instances where Lessee shall also have otherwise received notice of such claim or suit.

ARTICLE XV – OMITTED

ARTICLE XVI – ASSIGNMENT, SUBLETTING AND HYPOTHECATION

- A. Lessee shall not suffer any person to occupy or use the leased premises or any portion thereof except in the normal course of business for the uses expressly permitted hereunder without the prior written approval of District. Lessee shall not assign or hypothecate this Lease or any interest therein or sublet the leased premises or any part thereof or any right or privilege appurtenant thereto without the prior written approval of District.
1. Conditions for Subleasing. Each sublease shall provide that, if Lessee defaults or breaches this Lease, and if the Sublessee is notified of Lessee's default or breach and if so instructed by District, Sublessee shall make rental payments to District or Encumbrance Holder. Lessee shall not accept, directly or indirectly, more than twelve (12) months prepaid rent from any Sublessee. Subrents shall be fixed at the fair rental value for the premises. Subleases shall be made expressly subject to this Lease and shall permit the Sublessee to perform any act required of Lessee under this Lease. Subleases shall expressly require the Sublessee to comply with the terms, covenants, and conditions of this Lease on the subleased premises, except that all percentage rents and subrents shall be paid to Lessee, and each sublease shall also include such other terms, covenants and conditions consistent with provisions of other leases of the District for similar uses, as may be required by this District. Lessee shall, promptly after execution of each Sublease, notify District of the name and mailing

address of the Sublessee and shall, promptly after demand, at District's election, either provide District with a copy of the Sublease or permit District to examine and copy the Sublease.

2. The voluntary or other surrender of this Lease by Lessee, or mutual cancellation thereof, shall not work a merger, and shall, at the option of District, terminate all or any existing subleases or may, at the option of District, operate as an assignment to District of any or all such subleases.

3. Conditions for Assignment of Leasehold. Any assignment or sublease of all or substantially all of the leased premises shall be deemed an assignment of the leasehold. Lessee shall file a Request to Assign Leasehold to which shall be attached a completed Proposer's Questionnaire prepared by the prospective assignee. Lessee shall reimburse District for all expenses (staff, attorney, and consultant time, costs for special meetings if required) necessary to enable District to adequately investigate and make a determination concerning the proposed assignee's qualifications as a permitted assignee. If the proposed assignee's net worth on the date of assignment is not equal to or greater than Lessee's net worth at the commencement of this Lease, District may require Lessee to guarantee such Assignee's obligations hereunder for such period as District deems advisable. Net worth shall mean the amount by which the total of all assets shall exceed the total of all liabilities as determined in accordance with generally accepted accounting principles as approved by the District Auditor. District shall approve or disapprove any Requests to Assign Leasehold within thirty (30) days of receipt of such request. If District does not approve or disapprove the request within said thirty (30) days, and Lessee has notified District by registered mail that the Request to Assign Leasehold has been duly made and the sum for investigation of the prospective assignee has been duly paid, and that thirty (30) days have elapsed without approval or disapproval by District, then if District does not approve or disapprove the Request to Assign Leasehold within ten (10) days of such notification, District shall be deemed to have approved the Request to Assign Leasehold. The consideration passing to Lessee from such assignee upon transfer of Lessee's interest in this Lease to a District-approved person or entity shall not be included as gross receipts for the determination of rent. Upon assignment of Lessee's interest in this Lease to a District-approved assignee who has unconditionally assumed the obligations imposed by this Lease, Lessee and its predecessors in interest shall be relieved of all obligations hereunder arising after the date of such transfer.

B. Hypothecation. Lessee may, with the prior written approval of District, grant a security interest to this Lease for the purpose of financing construction, including "major repairs" and "minor repairs" subject to compliance with each and every condition that follows. Financing includes both the construction (or interim loan)

and the take- out (or permanent or long-term) loan. District shall not unreasonably withhold approval.

1. No security interest in this Lease (which term shall be deemed to include the leasehold mortgage or deed of trust, the note evidencing any indebtedness secured by such leasehold mortgage or deed of trust and all documents evidencing the commitment of financing) shall extend to or affect the fee, the reversionary interest, or the estate of District in and to any land or District-owned improvements now or hereafter erected on the leased premises.
2. No security interest in this Lease shall cover more than one indebtedness except upon consolidation of the construction and takeout loans, and then only to the extent of such consolidation. There shall be no more than one security interest outstanding at any time during the term of this Lease. No security interest in this Lease or assignment thereof shall be binding upon District in the enforcement of its rights under this Lease, nor shall District be deemed to have any notice thereof, unless such security interest complies with each and every provision of this Article pertaining to such security interest.
3. No security interest in this Lease shall be created with nor assigned to any person or entity, natural or artificial except an institutional lender (herein called "Encumbrance Holder") which shall mean any bonafide institution authorized under the laws of the State of California to lend money on the security of an interest or interests in real property, including but not limited to, an insurance company or trust company or real estate investment trust or mortgage trust or mutual fund or pension and welfare profit sharing fund or endowment fund with an investment portfolio of not less than Ten Million Dollars (\$10,000,000), a charitable or non-profit corporation or association with an investment portfolio of not less than Five Million Dollars (\$5,000,000), any California or federally chartered savings and loan association or bank, or F.N.M.A. or similar federally chartered corporations (if legally empowered to make loans contemplated by this Lease).
4. No security interest in this Lease or assignment thereof shall be valid unless all of the following conditions are met:
 - a. At the time of making such security interest this Lease is in full force and effect; and
 - b. Such security interest shall have been expressly made Subject to the terms, covenants, and conditions of this Lease; and
 - c. Such security interest shall expressly provide that Encumbrance

Holder shall provide evidence to District that Encumbrance Holder has accepted or approved the completed improvements and that the funds have been properly disbursed; and

- d. Such security interest shall expressly provide that any proceeds from insurance, including fire or extended coverage, shall be used for repair or rebuilding of the leasehold improvements and such other expenses as are expressly required to be paid from such proceeds by this Lease. Such security interest may provide that after such proceeds have been so applied, any remaining balance, which would then be payable to Lessee, could be used to repay all or part of the outstanding loan secured by such security interest.
 - e. Such security interest shall expressly provide that all notices of default under the note and deed of trust or leasehold mortgage must be sent to District and Lessee, and that District shall have the right, but not the obligation, to cure the default or cause the default to be cured if Lessee fails to do so. District shall have twenty (20) days in which to cure any default or to cause any default to be cured after the time for Lessee to cure it has expired. Any Sublessee or Subtenant of such Sublessee of the leased premises shall have the right, but not the obligation, to cure any default within the period permitted for District to cure such default. If any such Sublessee or subtenant of a Sublessee cures all Lessee's defaults then existing, such Sublessee or subtenant's possession and use shall not be disturbed by Encumbrance Holder as long as the Sublessee or subtenant performs its sublease provisions and continues to perform the obligations of the Lessee, including payment of rent to the District and sums due the Encumbrance Holder according to their respective interests.
 - f. District shall have received written notice of the making of such security interest within five (5) days after the execution and delivery of such security interest and such security interest or abstract thereof shall have been recorded within ten (10) days after the execution and delivery thereof.
5. If Encumbrance Holder acquired Lessee's interest in the Lease as a result of a sale under the security interest pursuant to a Judgment of foreclosure or through any transfer in lieu of foreclosure, including, without limitation, purchase at trust deed sale, such Encumbrance Holder shall have the privilege of transferring its interest in such Lease to a wholly owned subsidiary corporation without the prior consent of District, and in such event, such Encumbrance Holder shall be relieved of any further liability under this Lease arising from and after such transfer.

6. Encumbrance Holder shall have the right, at any time during the term of the outstanding security interest and while this Lease is in full force and effect, to do any act or thing required by this Lease to be performed by Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall prevent a forfeiture of Lessee's rights hereunder as if done by Lessee.
 7. Written consent of Encumbrance Holder shall be obtained prior to any amendment to this Lease.
 8. Each and all of the provisions, agreements, terms, covenants, and conditions of this Lease to be performed, kept and observed by District and Lessee shall be binding upon the heirs, executors, administrators, successors, and assigns of District and Lessee, and all rights, privileges and benefits arising under this Lease in favor of District, Lessee and Encumbrance Holder shall be available in favor of the heirs, executors, administrators, successors, and assigns thereof respectively, provided, however, that any assignment, hypothecation, or subletting by or through Lessee or Encumbrance Holder in violation of the provisions of this Lease shall be void, and no rights whatsoever shall be conferred thereby.
- C. Hypothecation or Assignment for Benefit of Creditors. A general assignment by Lessee for the benefit of creditors, or any action taken by Lessee under any insolvency or bankruptcy act, shall constitute a breach of this Lease by Lessee and be cause for immediate termination of this Lease by District, anything in this Lease to the contrary notwithstanding.

ARTICLE XVII – OWNERSHIP OF LESSEE

Any voluntary change in legal status of Lessee, including, without limitation, a change to a sole proprietorship, partnership, corporation, joint venture, or any other entity, natural or artificial, or any voluntary transfer of or alteration in the ratio of the evidences of ownership interests in Lessee shall be deemed an assignment prohibited by ARTICLE XVI - ASSIGNMENT, SUBLETTING AND HYPOTHECATION, unless the prior written consent of the District be obtained. Any dispute shall be processed in accordance with the procedure set forth in ARTICLE XIX - CLAIMS AND PROTEST.

- A. Any transfer of this Lease or any interest therein from Lessee by corporate reorganization, merger, consolidation, or liquidation, shall be deemed an assignment prohibited by ARTICLE XVI - ASSIGNMENT, SUBLETTING AND HYPOTHECATION, unless the prior written consent of District be obtained. Such consent shall not be unreasonably withheld by District. Any dispute shall be processed in accordance with the procedure set forth in ARTICLE XIX - CLAIMS AND PROTEST.
- B. Any appointment of a receiver to take possession of the leased premises or the

improvements, or of Lessee's interest in the leasehold or Lessee's operation on the leased premises for any reason, including but not limited to, involuntary bankruptcy proceedings, or the subjection of any right or interest of Lessee directly related to the business conducted on, at or from the leased premises to attachment, execution, or other levy, or to seizure under legal process, in any such event, unless the appointment of the receiver or attachment, execution, or other levy, or seizure under legal process, is released, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the appointment, filing, or other initial event, such event shall be deemed an assignment prohibited by ARTICLE XVI - ASSIGNMENT, SUBLETTING AND HYPOTHECATION. Any extension of time may only be granted upon the condition that a written Request for Extension of Time is filed with the District prior to the expiration of said ninety (90) day period, and upon such further conditions as the District, in its sole discretion, shall see fit to impose.

- C. Anything in this Lease to the contrary notwithstanding, any default or breach of this Article shall be cured, if Encumbrance Holder elects to pursue its right to foreclose on its security interest and notifies District in writing of its intention to do so within twenty (20) days after receiving Notice of Intention to Terminate by District, as provided in ARTICLE XVIII, DEFAULT OR BREACH, and each and every condition of its right to foreclose of its security interest occurs.

ARTICLE XVIII – OMITTED

ARTICLE XIX – CLAIMS AND PROTEST

During reasonable hours and when Lessee or a corporate officer of Lessee is present, District, its agents or employees, shall have the rights, but not the obligations, to enter upon and inspect the leased premises and operations, and to make written demand upon Lessee to perform its obligations under this Lease. Such demand shall specify the obligations to be performed. If Lessee disputes such demand, within thirty (30) days after any such demand is given, Lessee shall file a written protest of demand with District, stating clearly and in detail its Objections and reasons, and if the demand is for the payment of money, including payment of that portion of the demand, if any, to which Lessee does not object. If Lessee does not file such protest within thirty (30) days, Lessee shall be deemed to have waived all claims for damages and adjustments against District arising out of the demand.

Upon receipt of any such protest from Lessee, District, its agents or employees, shall review the demand objected to and Lessee's protest, and shall within thirty (30) days notify Lessee in writing of its decision, which shall be binding on all parties, unless within one hundred eighty (180) days after Lessee's receipt of notice of District's decision, Lessee shall file an action in the Superior Court of Monterey County, California, contesting District's demand and decision.

ARTICLE XX – REENTRY BY DISTRICT WITHOUT TERMINATION

- A. Reentry. If Lessee is in default or breach of any of the terms, covenants, or conditions of this Lease or if Lessee abandons the leased premises, then District, in addition to any other rights or remedies to which it may be entitled, may send a Notice of Intention to Reenter. Twenty (20) days after sending such Notice of Intention to Reenter, if Lessee is still in default or breach, District may send a Notice of Reentry. The exercise of such right to send Notice of Reentry shall prevail over, supersede, and suspend the rights of Encumbrance Holder if such Notice of Reentry is sent to Encumbrance Holder prior to receipt by District of Encumbrance Holder's Notice of Intention to Foreclose Security Interest and if District applies the subrentals received and collected by District as below provided. Such rights of Encumbrance Holder shall remain suspended until District sends to Encumbrance Holder its Notice of Intention to Terminate. District shall have the immediate right of reentry upon sending Notice of Reentry to Lessee. A copy of such Notice of Reentry shall be sent by District to Encumbrance Holder.
- B. Re-letting. Should District elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, or should it take possession upon abandonment of the leased premises by Lessee, District may either terminate this Lease as in this Lease provided, or District may, without terminating this Lease, from time to time, re-let the leased premises or any part thereof for such terms (which may extend beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as District in its sole discretion may deem advisable with the right to make alterations and repairs to the improvements without liability to Lessee or Encumbrance Holder therefore; provided however, any alterations or repairs in addition to those required by this Lease to be performed by Lessee shall be subject to prior written consent of Encumbrance Holder.
- C. Rentals. Should District upon Lessee's default or breach or abandonment elect to re-let the leased premises without terminating this Lease, Lessee shall be deemed to have assigned, and does hereby assign, to District all subrents and other sums falling due from Lessee's subtenants, licensees, and concessionaires (herein called "subtenants") during any period in which District has the right under this Lease, if exercised from arid after sending Notice of Reentry, to reenter the leased premises for Lessee's default or breach or upon Lessee's abandonment, and Lessee shall not have any right to such sums during that period. District may collect the sums and may also bring action for the recovery of sums directly from such obligors. District shall receive and collect such sums (subrents and other sums falling due from subtenants), applying them except as otherwise ordered by a court or other regulating body having jurisdiction over the subject matter.

MOSS LANDING HARBOR DISTRICT'S ORDINANCE CODE



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

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.2461
FACSIMILE – 831.633.1201

GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

**ITEM NUMBER 20 – MBARI SPECIAL ACTIVITY USE PERMIT
BOARD MEETING OF JUNE 24, 2020**

The Monterey Bay Aquarium Research Institute (MBARI) has been working on permitting for development projects on property they own in Moss Landing. During the process for a Coastal Development Permit MBARI found that the California Coastal Commission is likely to require that they complete a restoration project which includes the removal of nonnative ice plant from a small area of District owned property on Moss Landing State Beach.

In addition to this staff report I have included in the Board packet a copy of the Special Activity Use Permit application completed by MBARI, a map showing the District property where the ice plant would be removed (yellow highlighted) and a copy of the MBARI insurance certificate naming the Harbor District, its elected officials, officers, agents and employees as additional insured.

The Real Property Committee met with the General Manager last week and had a chance to review the application and documents provided by MBARI. The committee members may have additional comments or a recommendation to provide the Board.

Staff recommends that the Board approve the issuance of a Special Activity Use Permit allowing MBARI to remove nonnative ice plant from District property as specified in the attached permit application.

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947



Moss Landing Harbor District
 7881 Sandholdt Road
 Moss Landing, CA 95039-0010
 (831) 633-5417, Fax (831) 633-4537

SPECIAL ACTIVITIES USE PERMIT

No application will be processed until payment of the Application Fee
If Permit qualifies for issuance, no Permit will be issued until payment of the Permit Fee
NOTE: All Special Activity Permits Must be Approved by the MLHD Board

Section I - Applicant Information

Name	Monterey Bay Aquarium Research Institute
Mailing Address	7700 Sandholdt Road
City, State, Zip Code	Moss Landing, CA 95039
Telephone Number	(831) 775-1902 (Mike Kelly)

Section II - Permittee Information

Name of Individual or Organization	Monterey Bay Aquarium Research Institute
Mailing Address	7700 Sandholdt Road
City, State, Zip Code	Moss Landing, CA 95039
Telephone Number	(831) 775-1902 (Mike Kelly)
Fax Number	(831) 775-1620
E-Mail Address	mkelly@mbari.org

Section III - Activity Information

Date(s) of Activity	Within approximately 6 months.
Specific Description of Activity (Attach additional pages if necessary)	Ice plant removal from areas indicated in attached document.
Specific Location of Activity	Northwest end of Sandholdt Road, adjacent to MBARI property.
Number of Persons, Vessels, Vehicles	TBD

Starting and Ending Time	Day time hours
Location of Assembly Areas (If Any)	MBARI property at end of Sandholdt Road
Other Information	<p>If approved, MBARI will complete this action as part of a dune restoration plan, which is expected to be a condition of a permit which may be issued by the California Coastal Commission in the coming months.</p> <p>Regarding the ice plant removal, our contractor will be Rana Creek. If authorized by MLHD and the CCC, ice plant removal would be done by hand using appropriate tools (e.g., serrated harvesting knife to cut the strands as they are pulled, etc.) to extract the plants. Pulled plants are loaded onto a cart and then loaded into a dumpster to be stored on MBARI's property while other ice plant removal is occurring on MBARI's properties.</p>

Section IV - Fee

Special Activities Permit Application Fee (§ 20.100)	\$250.00
CEQA Review (§20.240)	Not required
Special Activity Permit Fee	\$250.00

I hereby certify that the information contained in this application is true and accurate to the best of my knowledge. I further certify that I will faithfully comply with all Conditions of Permit that are required by the District and that I will assure that the permitted Activity is carried out in full compliance with all statutes, regulations, rules and ordinances of the District, and any other entity that may have jurisdiction over the Activity or the site.

APPLICANT

 Digitally signed by
Basilio Martinez
Date: 2020.06.17
08:31:17 -07'00'

*You may qualify for a fee discount. Please refer to the District Ordinance Code and/or contact the Harbor at 831.633.2461.

Permit

Date of Permit -

I, Tommy Razzeca, General Manager of the Moss Landing Harbor District, certify that I have reviewed the information contained in the above application and have found such activity to be Categorically Exempt from the provisions of CEQA under Article 19, Class 23 of the CEQA Guidelines.

The activity as described above in Section III is permitted. The following conditions are imposed as a condition of permit:

- Permittee is required to remove all garbage, trash, litter and debris associated with its use of facility.
- Permittee shall remove from within the District boundaries any instruments, pipes, flags, and any other materials that may have been placed purposefully or accidentally pursuant to this Permit upon the earlier of the expiration of the permit, request by MLHD, or completion of the project for which this Permit was issued. The placement of any instrument, pipe, flag or other item by Permittee within the District's boundaries is conditioned, among other things, upon Permittee placing on the item using weather-proof, fade-proof and indelible writing material the contact information for Permittee, the date of placement of the item, and the expiration date of the permit under which the item was placed within the District's boundaries, all in legible lettering. Permittee is to monitor such item(s) to ensure that the identifying information is legible at all times. Any items not so identified will be subject to immediate removal by MLHD.
- Permittee shall provide District with emergency contact instructions associated with permitted use. Permittee shall provide a list of persons and organizations to contact in an emergency, along with the method of contact.
- **Permittee shall provide District with a Certificate of Insurance providing evidence of comprehensive liability and property damage coverage in the amount of one million dollars (\$1,000,000) for each accident/incident and one million dollars (\$1,000,000) in the aggregate. The Certificate shall name the Moss Landing Harbor District, its elected officials, officers, agents and employees as additional insured. The underlying policy shall remain in full force during the entire term of the use of District facilities. The District shall be notified at least 10 days prior to the policy being cancelled.**
- Permittee to embark/disembark all passengers from a location determined by Harbormaster. Permittee shall obey all instructions of District or law enforcement personnel. Permittee is not allowed to land anywhere other than at authorized location.
- Permittee shall comply with all applicable rules and regulations and obtain all licenses and permits required by its activity including, but not limited to, the California Department of Fish and Game and with the Moss Landing Harbor District Ordinances as the same may change from time to time.
- Neither permittee nor permittees' activities shall interfere with navigation of vessels in any waters under the Districts' jurisdiction.
- Neither permittee nor permittees' activities shall interfere with the Districts' dredging, pile driving or other construction activities.
- **ALL VEHICLES MUST PURCHASE AND DISPLAY PARKING PERMITS.**

MOSS LANDING HARBOR DISTRICT

**Tommy Razzeca
General Manager**



Restoration treatments

- Type A
- Type B
- Invasive Removal Only
- Reference Site
- Monitory spot/dweller (2000)
- Sign Locations



**MIBARI - GARNER & DAVI DUNE RESTORATION AREAS
(APPROXIMATE, FOR ILLUSTRATION ONLY)**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Aspen American Insurance Company NAIC#: 43460 INSURER B: Federal Insurance Company 20281 INSURER C: Liberty Mutual Insurance Company 23043 INSURER D: Lloyd's B7874 INSURER E: INSURER F:	

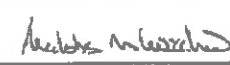
COVERAGES **CERTIFICATE NUMBER:** W13027379 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	0CAHG1Q19	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		9949-99-33	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		3EAB02AL002	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Bombardment \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	7174-7036	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Marine Pollution Liability		07136-03	10/01/2019	10/01/2020	Article A \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Bombardment Insurance is covered by insurers per their proportions set forth below:
 50% - Liberty Mutual Insurance Co.
 33% - Navigators Insurance Co.
 17% - StarNet Insurance Co.

Moss Landing Harbor District, its elected officials, officers, agents and employees are included as Additional

CERTIFICATE HOLDER Moss Landing Harbor District, its elected officials, officers, agents and employees 7881 Sandholdt Road Moss Landing, CA 95039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Monterey Bay Aquarium Research Institute 7700 Sandholdt Road Maras Landing, CA 95039	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Insureds as respects to General Liability.



BOARD OF HARBOR COMMISSIONERS
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LIZ SOTO

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



GENERAL MANAGER
HARBOR MASTER
Tommy Razzeca

STAFF REPORT

ITEM NUMBER 21 - CONSIDER AWARD OF FISCAL YEAR 2019/2020 BONUS TO GENERAL MANAGER/ HARBOR MASTER PURSUANT TO THE TERMS OF HIS AT-WILL EMPLOYMENT AGREEMENT

BOARD MEETING OF JUNE 24, 2020

Pursuant to Section 1.D of Tommy Razzeca's At-Will Employment Agreement for General Manager/Harbormaster, the Board is authorized to award General Manager Razzeca a performance bonus of up to 5% of his base salary on an annual basis. The Board should consider whether it wishes to award Mr. Razzeca a bonus of up to 5% percent of his current salary, and then take appropriate action by minute motion.