Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS:

Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

Special Closed & Regular Public Session of September 25, 2018

Santa Cruz Port Commission MINUTES

Commissioners Present:

Dennis Smith

Chairman

Stephen Reed

Vice-Chairman

Toby Goddard

Commissioner

Reed Geisreiter Darren Gertler

Commissioner

Commissioner

SPECIAL PUBLIC SESSION - 5:30 PM

Chairman Smith brought the special public session to order at 5:30 PM at the Santa Cruz Harbor Office, 135 Fifth Avenue, Santa Cruz, CA 95062.

- Oral Communication
- Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54956.8, 54957.6.

At 5:31 PM, Chairman Smith announced the Commission will meet in closed session to discuss agenda items 3 and 4.

SPECIAL CLOSED SESSION

3. Conference with Real Property Negotiators

Agency Designated Representative: M. Olin

Negotiating Parties: 2222 East Cliff Drive (O'Neill Sea Odyssey)

Under Negotiation: Lease

4. Conference with Labor Negotiators

Agency Designated Representative: M. Olin

Employee Organization: Operating Engineers Local #3

SPECIAL PUBLIC SESSION

 Action and Vote Disclosure after Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54957.1.

Chairman Smith announced that the Commission took no reportable action in closed session on items 3 and 4.

Chairman Smith adjourned the special open session following the closed meeting at 6:38 PM.

REGULAR PUBLIC SESSION - 7:00 PM

Chairman Smith brought the regular public session to order at 7:00 PM at the Santa Cruz Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA 95062.

- 6. Pledge of Allegiance
- 7. Oral Communication

Todd Fraser of Bayside Marine expressed concern about security in the harbor, explaining that his business was recently burglarized by an unknown suspect late at night. He urged the Port District to reevaluate the use of First Alarm security guards during the night shift (12 AM to 6 AM), emphasizing that Harbor Patrol should be on duty at all hours. Audience member Thomas Whieldon agreed. Chairman Smith recommended that Mr. Fraser follow up with Harbormaster Marshall and Port Director Olin.

Commissioner Goddard stated that Harbormaster Marshall provides a crime report for the previous month in each agenda, so the incident Mr. Fraser is referring to will be included in next month's report. Vice-Chairman Reed stated that it is his belief that the monthly reports do not show an uptick of crime within the harbor.

Chairman Smith stated that he attended this year's annual California Marine Affairs and Navigation Conference (CMANC), and emphasized that it was a valuable and informative experience. Commissioner Goddard thanked Chairman Smith for attending.

CONSENT AGENDA

- 8. Approval of Minutes
 - a) Special Closed & Regular Public Session of August 28, 2018

MOTION:

Motion made by Commissioner Goddard, seconded by Commissioner Geisreiter to approve the consent agenda.

Motion carried unanimously.

REGULAR AGENDA

9. Consideration of Adopting a Differential Sublet Rate Between South Harbor and North Harbor

Discussion:

Port Director Olin stated that the Policy-Operations Committee reviewed the Port District's sublease policy and fees at a public meeting on July 19, 2018. She stated that the committee did not recommend any changes be made to the sublet program and agreed that the sublease fee for the south harbor remain the same (currently 30% of slip rent). Port Director Olin stated that the committee directed staff to present a differential sublet fee for north harbor slips for consideration by the full Commission.

Port Director Olin stated that sublet fees have remained fairly static over time, but differential sublet fees have been established by the Commission in the past. Port Director Olin stated that if the sublet fee if reduced from 30% to 15% of slip rent for the north harbor, it is anticipated to reduce Port District revenue by approximately \$1,300 in FY19, and \$2,600 in FY20. She noted that sublet fees are not a significant source of revenue for the District (sublet fees are intended to offset administrative costs of the program).

Port Director Olin stated that a reduced rate may increase boating opportunities and utilization of the program in the north harbor.

A discussion ensued regarding the establishment of a differential sublet rate between the south harbor and north harbor.

Chairman Smith expressed his support for a reduced sublet fee for north harbor slips, emphasizing that lower fees may promote increased boating opportunities for the community and reduce the amount of delinquencies and unused slips in the north harbor.

Commissioner Goddard stated that he is willing to consider establishing a differential sublet fee for north harbor slips, with the hope that it will increase boating opportunities and utilization of the program in the north harbor. Commissioner Goddard noted that subleasing is voluntary, and payment arrangements are determined between the sublessor and sublessee.

Vice-Chairman Reed expressed his opinion that the partnership fee (currently 10% of slip rent per partnership vessel), is more of a deterrent to increased boating opportunities than the sublet fee. Commissioner Goddard stated that the Policy-Operations Committee reviewed the partnership fee at the public meeting of July 19, 2018, and the committee did not recommend any changes to the partnership fee. Port Director Olin stated that the committee recommended that the Commission consider whether to make any adjustments to the fee as part of the FY20 budget process.

Commissioner Geisreiter stated that he is supportive of establishing a reduced sublet rate for the north harbor to see if it spurs higher demand, and questioned if the Commission should establish a set period of time for the reduced rate to be effective. Commissioner Gertler agreed.

Vice-Chairman Reed suggested that the differential sublet rate be in effect for longer than one year in order for the Commission to better evaluate its impact on demand. Port Director Olin stated that the differential rate could be effective for two years, through FY20 (March 31, 2020).

Commissioner Geisreiter suggested that the motion include that the reduced sublet fee remain effective through March 31, 2020, at which time the Commission will consider whether to continue the reduced sublet rate.

There was consensus among the Commission to adopt a differential sublet fee for north harbor slips, effective through March 31, 2020.

MOTION:

Motion made by Commissioner Geisreiter, seconded by Vice-Chairman Reed to adopt a differential sublet rate between the south harbor and north harbor, reducing the monthly sublet fee from 30% of slip rent to 15% for north harbor slips, effective through March 31, 2020.

Motion carried unanimously.

10. Acceptance of Final FY18 Audited Financial Statement

Discussion:

Port Director Olin presented the final FY18 audited financial statement, noting that the only variance from the draft audit, which was presented in August, is a modification to more clearly reflect the District's non-cash pension liability (now shown as separate line items on pages 15 and 17 of the audit). She added that a reclassification of FY17 statements for presentation purposes is shown on page 20.

Port Director Olin stated that the District's debt service ratio for FY18 will be presented at next month's meeting.

Chairman Smith thanked staff for their efforts with the audit.

MOTION:

Motion made by Commissioner Goddard, seconded by Commissioner Gertler to accept the FY18 audited financial statement.

Motion carried unanimously.

11. Approval of Cash / Payroll Disbursements - August 2018

Discussion: Commissioner Goddard commented that he is looking forward to seeing the

completed half model of Twin Lakes. Port Director Olin stated that she will

present the completed model to the Commission during her report.

MOTION: Motion made by Commissioner Geisreiter, seconded by Vice-Chairman Reed

to approve the Cash / Payroll Disbursements for August 2018, in the amount

of \$682,592.70.

- Motion carried unanimously.

INFORMATION

12. Port Director's Report

Sea Scouts' Bi-Annual Report

Port Director Olin distributed the Sea Scouts' Bi-Annual Report, which was provided by the new Scoutmaster, Kevin Melrose. She invited Commissioners to attend a memorial service for Jim Bosso, the previous, long-time Scoutmaster who recently passed away.

Twin Lakes Half Model

Port Director Olin presented Carl Ruhne's completed half model of Twin Lakes to the Commission.

Dauntless

Port Director Olin stated that major overhaul work was completed on the District's workboat, *Dauntless*, and distributed photos to the Commission. She thanked the dredge crew, facilities crew and contractors who assisted in the effort.

She stated that *Dauntless* was splashed on Monday, September 24, 2018, in preparation for 2018-19 dredging operations.

USACE Funding

Port Director Olin stated that the Port District has requested reimbursement from the U.S. Army Corps of Engineers (USACE), for FY18 dredging operations and FY17 shortfall funding.

Port Director Olin stated that she is currently drafting a letter to Congressman Panetta requesting his support for FY19 funding.

Cal OES / FEMA Disaster Recovery Grant

Port Director Olin stated that the Port District received approximately \$93,026 in grant funding from CalOES / FEMA for north harbor dredge related expenses related to the January 2017 storms. Additionally, the disaster recovery grant will cover approximately 30% of costs for 2018-19 north harbor dredging expenses.

Port District Recruitment

Port Director Olin introduced and welcomed three employees to their new positions at the harbor:

- Brenda Ramos, Facilities Coordinator
- Matt Blaz, Harbor Dredge Worker
- Steven Tandoi, Harbor Dredge Worker

California Marine Affairs and Navigation Conference (CMANC)

Port Director Olin stated that the California Marine Affairs and Navigation Conference (CMANC) was held September 12 - 14, 2018, in Oakland, California. She stated that the event was well-attended and productive. She distributed USACE's criteria for FY19 work plan funding that was discussed at the conference.

O'Neill Sea Odyssey Education Center

Port Director Olin stated that she attended a ceremony held on September 15, 2018, naming O'Neill Sea Odyssey's education center, located at 2222 East Cliff Drive, in honor of Jack O'Neill and Harry Hind.

Aldo's Seawall Replacement Project

Port Director Olin stated that she anticipates that a Request for Proposals (RFP) for the project will be advertised in January or February 2019, with construction anticipated to commence sometime in the June to November 2019 permitted work window. She reported that negotiations with Aldo's on a new lease are ongoing.

13. Harbormaster's Report

Commissioner Goddard asked for additional information about an incident during the 26th Annual Day on the Bay Regatta, in which a sailing vessel participating in the event was reportedly cited by the U.S. Coast Guard, while transiting the harbor entrance channel. Harbormaster Marshall stated that she will follow up about the incident. Port Director Olin added that the Port District has an ordinance in place that allows sailing vessels to tack in the channel as long as they do not cause another vessel to give way.

Commissioner Gertler commented that he recently had a positive interaction with the U.S. Coast Guard, noting that they were very professional and provided valuable information.

14. Facilities Maintenance & Engineering Manager's (FME) Report

Vice-Chairman Reed thanked crews for their hard work on the dock gate fabrication project.

- 15. Review of Delinquent Accounts (There was no discussion on this agenda item)
- 16. Review of Financial Reports (There was no discussion on this agenda item)
 - a) Comparative Seasonal Revenue Graphs
- 17. Crime / Incident / Citation Report August 2018.

In response to a question posed by Commissioner Goddard, Harbormaster Marshall explained that a vehicle side-swiped a bicyclist at the roundabout on East Cliff Drive and 5th Avenue. She stated that there were no injuries, but the vehicle hit the bicycle pedal. Chairman Smith questioned the direction of traffic during the accident. Harbormaster Marshall stated that she will follow up.

Commissioner Goddard asked for additional information about the incident on August 31, 2018, in which *Almar* unintentionally collided with a tender on the end-tie of Q-Dock. Harbormaster Marshall stated that heavy winds caused *Almar* to bump the tender, and there were no injuries or visible damage.

- 18. Written Correspondence (There was no discussion on this agenda item)
 - a) Letter from M. Cubillas to Santa Cruz Port District Commission

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19.	Port Commission Review Calendar / Follow-Up Items (There was no disc agenda item)	cussion on this	
Chairman Smith adjourned the regular public session at 8:00 pm.			
	Dennis Smith, Chairn	nan	

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard

Dennis Smith Reed Geisreiter Stephen Reed Darren Gertler

TO:

Port Commission

FROM:

Marian Olin, Port Director

DATE:

October 15, 2018

SUBJECT:

Approval of Side Letter of Agreement as an Amendment to Memorandum of

Understanding between Santa Cruz Port District and Operating Engineers Local No.

3

Recommendation:

Approve Side Letter of Agreement ("side letter") with Operating Engineers Local No. 3 ("OE3") as an amendment to the Memorandum of

Understanding between the Santa Cruz Port District ("District") and

OE3 effective January 1, 2018 through December 31, 2019.

BACKGROUND

After the Supreme Court released its decision on the case of Janus v. American Federation of State, County and Municipal Employees, a meet and confer process between the Port District and OE3 was initiated to update the labor contract in accordance with the new law. Related correspondence is appended as Attachments C and D.

In accordance with the Janus decision, District counsel Tim Davis prepared a side letter modifying the existing labor contract between the Port District and OE3. District management staff met with OE3 representatives on September 5, 2018. OE3 accepted the terms of the side letter.

ANALYSIS

Prior to the Janus decision, the Port District deducted union dues or mandatory fair share fees from the paychecks of employees represented by OE3 immediately upon hire. Following the Janus decision, the District only withholds union dues after OE3 affirms that the employee has given consent.

The side letter is appended as (Attachment A). The labor contract between the Port District and OE3, showing the changes which will result from approval of the side letter, is appended as Attachment B.

IMPACT TO DISTRICT RESOURCES

There is no impact to District resources from approval of this side letter with OE3.

ATTACHMENTS:

- A. Side Letter Agreement between SC Port District and OE3 (Janus)
- B. Memorandum of Understanding between SC Port District and OE3 (redlined showing changes)
- C. SC Port District Letter to OE3 dated June 28, 2018
- D. OE3 Letter to SC Port District dated July 6, 2018

Side Letter Agreement Between Santa Cruz Port District And Operating Engineers Local Union No. 3

(October 23, 2018)

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Side Letter of Agreement (the "Side Letter Agreement"), related to the U.S. Supreme Court decision, Janus v. AFSCME, and California Senate Bill 866, is entered into on October 23, 2018, between the Santa Cruz Port District (the "Port District") and the Operating Engineers Local Union No. 3 (the "Union") as an amendment to the Memorandum of Understanding effective January 1, 2018 through December 31, 2019 ("MOU").

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The Port District and the Union have met and conferred in good faith in accordance with the MMBA, concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

- (A) Section 3.4 (Enforcement/Separability), Section 3.5 (Indemnify and Hold Harmless), and Section 3.6 (Payroll Deductions and Payover) under ARTICLE 3 (Union Security) of the MOU are removed; and
- (B) Sections 3.2 (Union Dues) and 3.3 (Exclusions) of the MOU shall be replaced with the following:

3.2 Payroll Deductions

3.2.1 Payroll Deductions

The Port District shall deduct Union membership dues and any other mutually agreedupon, payroll deductions, to the extent permitted by law, from the monthly pay of each member employee. The Union will provide the Port District with information regarding the amount of dues deductions and the list of Union member employees who have affirmatively consented to or authorized dues deductions.

The Port District shall remit the deducted dues and any other mutually agreed payroll deduction, to the extent permitted by law, to the Union as soon as possible after the deduction.

The Port District agrees to direct each member employee to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.

Page 1 of 2

The Union is responsible for providing the Port District with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.

3.2.2 Union's Certification

The Port District shall make payroll deductions in reliance on the Union's certification certifying that the Union has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Union membership dues. Similarly, The Port District shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the Union.

3.3 Indemnification

The Union shall indemnify, defend, protect and hold harmless the Port District and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 3.2, including, but not limited to, any claims made by any member employees for the membership dues deductions the Port District made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the Port District made in reliance on the information provided by the Union.

In the event any such action or proceeding is brought against the Port District by reason of any such claim, the Union, upon notice from the Port District, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Port District. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under Section 3.2.

Oper	rating Engineers Local Union No. 3	Santa Cruz Port District
Date:	100000000000000000000000000000000000000	Oate:
Date:	D	Pate:
By:	[Name]	y: [Name]

MEMORANDUM OF UNDERSTANDING between SANTA CRUZ PORT DISTRICT and OPERATING ENGINEERS LOCAL UNION NO. 3

ARTICLE 1: INTRODUCTION

This is a Memorandum of Understanding ("MOU" or "Agreement") entered into between the Santa Cruz Port District ("District or Port District") and the Operating Engineers, Local Union No. 3 ("the Union") pursuant to the Meyers-Milias-Brown-Act ("MMBA"). Both parties agree that this MOU is a result of meeting and conferring in good faith under the terms of the MMBA. This MOU contains the complete results of negotiations between the Port District and Union the period beginning January 1, 2018, through December 31, 2019. Unless otherwise specified herein, all provisions of this MOU shall become effective following the adoption by the District's Board of Port Commissioners.

ARTICLE 2: RECOGNITION

The Port District recognizes the Operating Engineers, Local Union No. 3, as the exclusive bargaining representative for all employees in regular full-time equivalent (FTE) positions within the Dredging Operations unit as set forth in Appendix 1.

ARTICLE 3: UNION SECURITY

3.1 NOTICE OF RECOGNIZED UNION

The Port District shall give a written notice to persons being processed for regular employment in a position represented by the Union. The notice shall contain the name and address of the Union, the fact that the Union is the exclusive bargaining representative for the employee's unit and class and the amount of dues to be collected from the employee. The Port District shall give the employee a copy of the current MOU.

Upon request from the Union, but not more than once every six (6) months, the Port District shall supply the Union with a list of the names, addresses, and classifications of all unit workers except those who file written notice with the Administrative Services Department objecting to release of addresses, in which case information will be transmitted without address. Once per month, the Port District shall supply the Union with a list of representation unit new hires, terminations and retirements which occurred during the previous month, if any. The Port District shall not be obligated to provide a list when no new hires terminations or retirements have occurred within the bargaining unit.

3.2 UNION DUES

All employees employed in a classification represented by the Union or assigned to perform work within those classifications shall, as a condition of employment either:

1. Become and remain a member of the Union; or



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2. Pay to the Union an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local 1, AFL-CIO), which shall be less than the monthly dues paid during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria.

3.3 EXCLUSIONS

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions of Section 3.2 of this Article. Such employee shall authorize a payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the Port District.

Each person requesting exemption from the provisions of Section 3.2 of this Article shall file a claim with the Union on a form provided by the Union and approved by the Port District. A claim for a religious exemption from Section 3.2 must be filed with the Port District as a condition precedent to employment.

Should an employee request termination of dues deduction or service fee equivalent because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption with the Administrative Services Department on a form provided by the Union, approved by the Port District, and available from the Port District's Administrative Services Department. Such claims filed with the Port District shall be promptly forwarded to the Union for processing. The Union shall review all claims for religious exemption and notify the employee and the Port District of approval or denial of the claim within 30 calendar days of receipt by the Union.

Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned by the Union to the Port District for distribution in accordance with Section 3.3 of this Article.

3.4 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 3, Section 3.2 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the representation unit, who are members of the Union, shall remain members during the period covered by this MOU, and shall remain subject to all provisions of this MOU which have not been declared to be illegal or unenforceable. Such employee desiring to revoke his/her authorization for union dues, shall forward a letter by U.S. mail to the Port District Administrative Services Department, 135 5th Avenue, Santa Cruz, California, 95062, setting forth his or her desire to revoke said authorization and may include reason thereof. The Administrative Services Department shall promptly forward a copy of said letter to the Union.

New employees shall be required to execute an authorization form. The authorization form shall include a statement that the Union and the Port District have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues or a service fee not to exceed Union dues as a condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice of the employee

within said thirty day period. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The Union shall receive from the Port District copies of the authorization form. Any employee desiring to revoke his or her authorization for union dues or service fee not to exceed Union dues shall forward a letter through the U.S. mail to the Port District Administrative Services Department, 135 5th Avenue, Santa Cruz, California, 95062, setting forth his or her desire to revoke said authorization and may include reasons thereof. The Port District Administrative Services Department shall promptly forward a copy of said letter to the Union.

3.5 INDEMNIFY AND HOLD HARMLESS

The Union indemnifies and holds the Port District, its officers, and employees acting on behalf of the Port District, harmless and agrees to defend the Port District, its officers, and employees acting on behalf of the Port District, against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the Port District under the provisions of this Article (Article 3), Sections 1 through 6.

3.6 PAYROLL DEDUCTIONS AND PAYOVER

The Port District shall deduct union dues or service fees and premiums for approved Union insurance programs from the pay of employees covered by the Union in conformity with Port District regulations. The Port District shall promptly pay over to the designated payee all sums so deducted.

ARTICLE 4: CONCERTED ACTIVITIES

As used in this Article 4, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

During the term of the MOU, it is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the Port District, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs Port District operations by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with Port District operations by any other non-unit employees or members of other employee associations or groups. Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the Port District shall determine. If the Union, its staff or Board of Directors engage in, cause, instigate, encourage, condone, or ratify any strike, work stoppage, concerted interference with operations, picketing or refusal by employees to enter upon the Port District's premises or work site, the Port District may immediately suspend or revoke the payroll deductions provided in Article 3.

Furthermore, the Union agrees that the provisions in this Article are enforceable by the Port District in a Court of law. The Port District may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.

It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the Port District Commission during the term of the MOU.

Nothing herein shall be deemed to limit the remedies available to the Port District in dealing with concerted activities as described hereinabove.

ARTICLE 5: REPRESENTATION AND UNION RIGHTS AND RESPONSIBILITIES

5.1 RELEASE TIME

It is agreed that, so long as there is no disruption of work, Union representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit worker or workers on grievances, matters within the scope of representation or requiring representation before the Port Commission, or in contract negotiations.

A reasonable number of representatives shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Release time shall be granted for the following types of activities:

- a. Formally meeting and conferring with representatives of the public agency on matters within the scope of representation.
- b. Testifying or appearing as the designated representative of the employee organization in conferences, hearings, or other proceedings before the board, or an agent thereof, in matters relating to a charge filed by the employee organization against the public agency or by the public agency against the employee organization.
- c. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission.
- d. A meeting of the representative and a worker or workers in the unit related to a grievance.
- e. A meeting with Management.

The Union agrees that the representatives shall give adequate advance notification to their supervisors before leaving the work location except in those cases involving emergencies where advance notice cannot be given. Release time is subject to the legitimate scheduling needs of the department.

Additionally, one (1) representative shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Port Director or his or her designee.

5.2 USE OF DISTRICT FACILITIES

Employees of the District or their representatives may, with the prior approval of the District's Port Director, be granted the use of District facilities for meetings of District Employees

provided space is available. The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

5.3 BULLETIN BOARDS

The Union may use portions of District bulletin boards under the following conditions:

All materials must be dated and must identify that the Union published them. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.

The District agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Union use.

5.4 ADVANCE NOTICE

A minimum of fourteen days (14) written notice shall be given to the Union and Stewards of any ordinance, rule, resolution, or regulation relating to matters within the scope of representation proposed to be adopted by the District. The Union shall be given the opportunity to meet with the Port District prior to the date of the adoption. In the event of an emergency necessitating immediate action, the Port District shall notify the Union in writing within seventy-two (72) hours of the adoption by the Board and upon request, meet with the Union and Stewards within fourteen (14) calendar days of the adoption.

5.5 UNION RIGHTS

The Union and the employees it represents retains all of the rights afforded to it by the MMBA.

ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

The Port District and the Union agree that no person employed or applying for employment shall be discriminated against on the basis of race, religious creed, color, national origin, ancestry, medical condition, genetic information, marital status, sex, gender, sexual orientation, gender identity, gender expression, pregnancy, childbirth or related condition, age over 40, military or veteran status, age or physical or mental disability or any other classification protected under state, federal or local law.

ARTICLE 7: SAFETY

It is the duty of the Port District to make reasonable efforts to provide and maintain a safe place of employment. The Union will cooperate in urging all employees to perform their work in a safe manner. It is the duty of all employees to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, equipment, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee may submit the matter in writing to the department head. If the employee does not receive a response within a reasonable period of time, or finds the response unsatisfactory, he/she may directly contact the Port Director.

ARTICLE 8: ROTATION AND REASSIGNMENT EXPECTED AND NORMAL

It is understood and agreed that employees covered by this MOU are subject to periodic reassignment among functions and geographic areas as a normal part of their work and that such changes are not punitive, disciplinary or subject to the grievance process, and that

employees from other departments are similarly subject to temporary reassignment which may include unit work. For purposes of this Article, reassignment refers to temporary assignment, not to exceed 14 working days, needed to fulfill short-term needs, as determined by the Port Director, such as for vacation, injury, illness or short-term leave, and not subject to the provisions of Article 21. If the temporary assignment exceeds 14-days, for example in the case of long-term illness, retirement, or the employee's otherwise unavailability, the Port District shall notify the Union of the operational need for the temporary assignment. Except as otherwise provided herein, the Port District retains sole discretion to temporarily reassign employees under this Article.

ARTICLE 9: RECLASSIFICATION

In the event an employee is consistently working above the designated duties as outlined in the job description for the particular position, the employee's supervisor may submit a request to the Port Director for approval, a reclassification of job description, salary and/or title. The employee shall be notified of the outcome of this request within thirty (30) calendar days.

ARTICLE 10: SCHEDULED HOURS

10.1 Regular Work Week

The standard work week shall consist of seven (7) consecutive days from 7:00 a.m. Monday, through 6:59 a.m. Monday. The standard work week shall consist of 40 hours per week. Employees' current schedule is four nine-hour days and 1 four-hour day, per week: Monday through Thursday from 7:00 a.m. to 4:30 p.m. and Friday from 7:00 a.m. to 11:00 a.m. Upon seven (7) days advance notice to the Union, the Port District shall have the option of altering the employee's work schedule based on operational needs of the Port District.

The Port District may permit employees to waive their 30-minute meal period during portions of the year. The Port District shall only allow this waiver if agreed to in writing by the employee. Employees who waive their 30-minute meal period may be allowed a meal break if the workload permits. Employees who do not receive a 30-minute meal period during their shift will not be entitled to overtime, solely because of the waived meal period.

10.2 Flexible Scheduling

The Port District may permit alternate work schedules such as 4/10 or 9/80 by mutual agreement with the Union, provided the Port District's scheduling needs are met.

At the discretion of the Port Director or his or her designee, some employees may be required or permitted to work a different schedule, such as a 4/10 work schedule (four (4) consecutive days of ten (10) hours each day), or a 9/80 work schedule (eight (8) days of nine (9) hours each day and one (1) day of eight (8) hours), due to the requirements of their job classifications or department responsibilities. Any such variation to the work schedule must be memorialized in writing.

ARTICLE 11: SALARY

11.1 SALARIES

Salary grades for the period January 1, 2018, through December 31, 2018, are established for each job classification as set forth in Appendix 1. The salary grades shall take effect either on the first full pay period, starting from January 1, 2018, or whenever the Port District Commission approves the salary grades in an open session, whichever is later. As of the effective date of the MOU in 2018, the salary grades shall increase by 3%, and implement a single 5% grade increase to the Supervising Harbor Dredge Worker and Harbor Dredge Worker I, II and III positions. The salary grades shall increase by 3% on January 1, 2019, as set forth in Appendix 2.

Employees generally move through the salary range for their classification in a seven-year period if performance is of a normal level (adequate); however, for consistently outstanding performance, an employee may proceed through the range at a faster pace.

- a. The bottom of the grade in each class is the minimum step and may be the hiring step for the class.
- b. For new-hires and promoted employees, a step increase may be paid at any time after 1040 hours of satisfactory or better service as evidenced by a satisfactory or better overall employee performance rating and upon the recommendation of the department head.
- c. Additional step increases may be granted at any time after 2080 hours and annually thereafter until the top of the salary grade is reached for satisfactory or better service as evidenced by a satisfactory or better overall employee performance rating and upon recommendation of the department head.

11.2 DIFFERENTIALS

A differential in the amount of 8% of the straight time rate shall apply to all hours worked between 9:00 p.m. and 7:00 a.m.

11.3 TEMPORARY UPGRADE PAY OR WORKING OUT OF CLASS PAY

A regular employee may be required by the Port Director to perform a majority of the duties of an upgraded position or classification on a temporary basis, due to a vacation, termination, sick leave, leave of absence, or other vacancy.

The following conditions must be met for the employee to be eligible to receive pay for working in the higher class:

- A. The employee must meet the employment standards for the higher class;
- B. Appointments shall be for absences or vacancies exceeding forty (40) cumulative hours in any calendar year; and

C. "Work Out of Class" assignments shall be made in writing and shall generally not exceed sixty (60) days in duration except by mutual agreement of the Port District and the Union.

Employees eligible to receive working out of class pay shall be entitled to receive five percent (5%) above the employee's current base rate of pay or at least the first step of the higher salary grade, whichever is higher, for all hours worked in the upgraded class.

Time served in the upgraded class shall not contribute towards acquiring probationary or permanent status in the higher class.

ARTICLE 12: RETIREMENT

All full-time, regular employees shall be enrolled in the California Public Employees Retirement System (CalPERS).

Port District employees hired prior to August 1, 2010 are enrolled in the 2.5% at 55 plan.

Port District employees hired on August 1, 2010 but before January 1, 2013, are enrolled in the 2% at 60 plan. This 2% at 60 plan may also be available to employees hired on or after January 1, 2013 who CalPERS determines are not new members, as defined under Government Code section 7522.04.

Port District employees hired on or after January 1, 2013 are enrolled in the 2% at 62 plan in accordance with CalPERS pension reform requirements.

Employees in the 2.5% at 55 plan and employees in the 2% at 60 plan shall pay 100% of the required employee contribution, which is 8% of salary. Employees in the 2% at 62 plan are required to pay the employee contribution rate of fifty percent (50%) of normal costs as established by CalPERS.

The Port District shall pay 100% of the employer's cost.

ARTICLE 13: HEALTH AND WELFARE

13.1 INSURANCE

13.1.1 Medical Coverage

The Port District will provide medical insurance through the California Public Employees' Retirement System ("CalPERS"). Employees eligible to enroll in health insurance may select from the available CalPERS health plans. Employees who enroll in health insurance will also be automatically enrolled in the Port District's dental, and tife insurance plans. All employees will be enrolled in a long-term disability insurance plan.

For coverage during the term of this Agreement, the Port District shall contribute the following monthly amounts towards the medical and dental insurance plans for active, eligible employees in budgeted positions who elect to participate in the medical coverage program:

1. Employee only = 100% of the medical and dental premium

- Employee + one dependent = 95% of the average of the premium amounts for Blue Shield Access+ and Anthem HMO Select, plus \$10.76 per month between January 1, 2018 and December 31, 2018, \$13.24 per month commencing January 1, 2019 (For 2018, this amount is \$1,668.92 per month)
- Employee + two or more dependents = 90% of the average of the premium amounts for Blue Shield Access+ and Anthem HMO Select, plus \$10.76 per month between January 1, 2018 and December 31, 2018, \$13.24 per month commencing January 1, 2019 (For 2018, this amount is \$2,052.91 per month)

Any premium costs in excess of the Port District's contribution shall be paid by the employee.

If in any year during the term of this Agreement, CalPERS monthly health insurance premiums, for plans available to employees, exceed the preceding year's monthly premiums by more than 10%, the parties agree to meet and confer on contribution limits.

13.1.2 Dental Coverage

The current dental plan is provided through Delta Dental and provides a maximum benefit of \$1,500.00 per year for enrolled employees.

13.1.3 Payment-In-Lieu of Medical Coverage Benefit

Employees who have alternative medical insurance coverage and meet the eligibility requirements under 13.1.4 are eligible payment-in-lieu of medical coverage benefits as follows:

Employees hired prior to February 1, 2015 who opt out of the medical coverage benefit and who meet the eligibility requirements under Section 13.1.4 will receive \$476 per month between January 1, 2018 and December 31, 2018, \$250 per month beginning January 1, 2019, as an in lieu health benefit. Employees hired on or after February 1, 2015, who opt out of the medical coverage benefit and who meet the eligibility requirements under Section 13.1.4 will receive \$250 per month as an in lieu health benefit. These amounts shall be prorated based on the eligible employee's FTE status.

13.1.4 Eligibility for Payment-In-Lieu of Health Coverage Benefit

In order to be eligible to receive the payment-in-lieu of health benefit under section 13.1.3, the employee must provide proof of other current health coverage to the Port District, which the Port District deems acceptable. The employee must also elect to waive Port District health coverage in order to receive payment-in-lieu of health benefit. The payment-in-lieu of health benefit amount shall be paid as a taxable cash benefit, and is not reportable to CalPERS as pensionable compensation. Employees enrolled in the Port District's health coverage will not receive any payment-in-lieu.

The payment-in-lieu of health benefit will be discontinued if the employee becomes ineligible. An employee's ineligible status would include but not be limited to the following situations: employment status changes from regular to part-time or seasonal, employee is on an unpaid leave of absence, or employee loses or does not have alternate health insurance coverage. Payment-in-lieu is also adjusted if an employee takes unpaid time off resulting in a work

reduction of 5% or more over a 6 month period. An employee whose payment-in-lieu of health benefit is discontinued may enroll, if eligible, in a Port District health plan as required by Patient Protection and Affordable Care Act.

Employees receiving the payment-in-lieu of health benefit must notify the Port District prior to the next pay period if they cease to be covered by any other medical plan, thereby making them ineligible for the payment-in-lieu of medical benefit.

13.2 LONG TERM DISABILITY

The Port District provides long-term disability payments which are meant to supplement Workers' Compensation or State Disability benefits. The Port District guarantees 80% of the employee's gross salary for the first six months of disability, following the use of all sick leave benefits. The Port District guarantees 70% of the employee's gross salary for the second six months of disability.

The long-term disability plan is a supplemental plan which goes into effect after 180 days of disability. This plan supplements Workers' Compensation and State Disability to insure a 66 2/3% of gross salary to age 65.

13.3 LIFE INSURANCE

Employees enrolled in the medical benefit program will automatically be enrolled in the current group/term life insurance program which provides employees benefit in the amount of \$20,000.

13.4 RETIREE HEALTH BENEFITS

Employees who retire under the provisions of the Port District's contract with CalPERS would be eligible to continue CalPERS medical coverage. The Port District will contribute the minimum required monthly amount for retirees to CalPERS pursuant to Government Code Section 22892 of PEMHCA. Retirees shall not be reimbursed or otherwise receive payment from the Port District for health insurance premiums. The retiree health benefits and the Port District's contribution under this section are not accrued or vested benefit entitlements. The benefits provided under this section do not create vested rights under either the federal or state constitution. The Port District may decide to reduce, terminate, eliminate and/or modify the retiree health benefits provided under this section after complying with the applicable meet and confer requirements.

13.5 MEDICAL EXPENSE REIMBURSEMENT

The Port District will reimburse current employees \$700.00 per year (prorated in accordance with FTE percentage) for out-of-pocket medical expenses in accordance with current personnel policies. This amount is in addition to the Port District's contributions to medical premiums under 13.1.1 and any Payment In Lieu of Medical Coverage under 13.1.3.

ARTICLE 14: OVERTIME

Overtime is defined to include any time worked in excess of the employee's <u>regularly</u> <u>scheduled shift</u>, or in excess of 40 hours per work week. The overtime rate shall be time and one-half of the employee's regular rate of pay. All overtime requires advance approval by the department head.

In order to stay within budget confines, it may be necessary for the Port District to request that employees take the overtime earned as compensating time off within the standard work week. When doing so, however, the time off must be at the overtime equivalent.

All regular personnel working shifts longer than 12 hours shall be paid double-time for time exceeding 12 hours.

ARTICLE 15: COMPENSATORY TIME

Compensatory time can be earned at the regular or overtime rate, whichever is applicable. It is the employee's option to be paid for compensatory time, or request to take the time off. Employees must be able to take the time off within a reasonable time period after a request has been made, as long as it does not unduly disrupt the Port District's operations. Compensatory time off can be accrued to a maximum of two hundred forty (240) hours.

Employees may request payment for unused compensatory time. Compensatory time may be cashed out with approval by the Port Director. Compensatory time cashed out is not reportable to CalPERS as pensionable compensation.

ARTICLE 16: CALL BACK PAY

An employee who is called back to work at an unscheduled or non-standby time shall be compensated a minimum of three (3) hours pay or time and one-half (when applicable) for the actual time worked, whichever is greater.

ARTICLE 17: PAID LEAVE

17.1 HOLIDAYS

All regular employees shall receive 12 paid, 8-hour holidays per year (or the equivalent proration⁺).

The paid holidays for regular employees are approved by the Port District Commission as part of the employee contract. Holidays are listed on a fiscal year basis.

The following is a listing of all paid holidays:

New Year's Day*
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day (4th of July)*
Labor Day
Veterans' Day
Thanksgiving Day*
Day Following Thanksgiving
Christmas Eve Day
Christmas Day*
Employee "Floating" Holiday

*These holidays are defined as "hardship holidays." The following indicates how hardship holiday time is calculated:

Pay For:	Hardship Holiday Pay Calculation:
Regular Shift	Holiday plus 1.5 X the straight time hourly rate
Working at Overtime Rate	Holiday plus 1.5 X the over-time rate
Call-in Hours	Holiday plus 1.5 X the call-in calculation
Call-ready Time	Holiday plus 1.5 X the call-ready time

^{*}Holiday time is calculated on a pro-rated basis, based on employee percentage of time.

Employees whose weekly work schedule is different from a normal (i.e., eight hours a day, five days a week) work schedule shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

17.2 VACATION

All employees working in a designated regular position are eligible to earn vacation time. Vacation time may be used after six months of continuous employment.

A. Between January 1, 2018 and December 31, 2018:

Vacation days will be earned at the following rate:

1- 5 years of service	=	10 days of vacation per year	
6-10 years of service	=	15 days of vacation per year	
11-20 years of service	=	20 days of vacation per year	
21→ years of service	=	25 days of vacation per year	

Employees are requested to use vacation in the year in which it is earned. However, 10 days (80 hours, or prorated equivalent) may be carried forward to the next fiscal year. This carryover may occur only once; it is not cumulative.

With the approval of the Port Director, employees may elect to receive payment for one-half of the unused time accrued. Payment will be at the employee's regular rate of pay.

Terminated employees shall be entitled to a lump sum payment for all earned and unused vacation at the date of termination. In the event an employee has used the entire year's vacation, but terminated prior to the completion of that year, the equivalent sum will be deducted from the employee's final paycheck.

B. Effective January 1, 2019:

Employees shall accrue vacation days as follows:

Length of Service	Vacation Day (Hour) Accrual Rate Per Pay Period	Maximum Days (hours) Accrued Annually
New employee to completion of 5 th year	0.416 day (3.333 hours)	10 days (80 hours) of vacation per year
Start of 6 th year to completion of 10 th year	0.625 day (5 hours)	15 days (120 hours) of vacation per year
Start of 11 th year to completion of 20 th year	0.833 day (6.666 hours)	20 days (160 hours) of vacation per year
Start of 21st year and succeeding years	1.041 day (8.333 hours)	25 days (200 hours) of vacation per year

Vacation accrues from the first month of employment during non-overtime periods of work, sick time, and vacation. As noted in this section, a new employee shall not use the vacation time accrued until completion of six months of continuous employment. Vacation does not accrue during period of leave with or without pay, including, but not limited to, periods of short-term disability, long-term disability, and Workers' Compensation.

Holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

Employees shall not be allowed to accrue vacation in excess of their maximum annual vacation accrual rate set forth in the above chart. Once an employee reaches the annual accumulation rate, his/her vacation accrual ceases until the employee's vacation balance falls under his/her maximum vacation accrual amount.

Employees are requested to use vacation in the year in which it is earned. However, 10 days (80 hours, or prorated equivalent) may be carried forward to the next fiscal year. This carryover may occur only once; it is not cumulative.

With the approval of the Port Director, employees may elect to receive payment for one-half of the unused time accrued. Payment will be at the employee's regular rate of pay.

Terminated employees shall be entitled to a lump sum payment for all earned and unused vacation at the date of termination.

17.3 SICK LEAVE

All full-time regular employees earn a total of one (1) 8-hour day of paid sick leave per month (or the equivalent proration). Paid sick leave is accrued and may accumulate indefinitely.

Sick leave accrual and use shall be monitored by the Administrative Services Department. It is the responsibility of the employee to note sick leave time used on his or her time card.

Employees become eligible to use paid sick leave beginning on their 90th day of employment with the District.

Employees may use paid sick leave per fiscal year for any of the following purposes:

- Diagnosis, care, or treatment of an existing health condition of the employee or his or her family member. For the purposes of paid sick leave, family member includes the unit member's child, parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, or sibling;
- 2. Preventative care for the employee or the employee's family member;
- 3. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

In order to receive compensation while absent on sick leave, the employee must notify their appropriate supervisor of their absence as soon as reasonably possible.

In the event an employee is out on sick leave for seven (7) consecutive work days, the Port District may require that the employee provide the District with a certificate issued by a health care professional of illness, injury, medical condition, or other health-related reason specified in Subsections 1. and 2. Above. If the sick leave is being used for purposes authorized by Subsection 3, the employee may be required to certify that the absence was necessary for the purposes specified in Labor Code Section 246.5(a)(2). This verification will be kept on file in the employee's medical records file.

Any unused sick leave credit is not paid out to employees upon retirement or termination of employment. However, as required by Labor Code Section 246(f)(2), if the employee returns to work for the District within one (1) year of separation, his or her previously accrued but unused paid sick leave hours shall be available for use. Any unused sick leave credit with the Port District will be converted to CalPERS service credit at time of retirement per CalPERS' contract terms.

17.4 COURT LEAVE

Jury Duty

Any regular employee who is called to jury duty will be required to show proof of such by turning in the pay received by the judicial system. The employee's regular rate of pay will not be affected by the absence of work for jury duty.

In the event an employee is requested to call the judicial system for their status for jury duty, the employee is required to report for work as usual. If required to report to the court, the employee will be allowed to leave work and report to jury duty as requested.

While serving on a jury, he/she will be given a paid leave of absence for the duration of said jury duty. Such paid leave of absence is conditional upon the employee returning to work upon dismissal. It is also conditional upon the employee's conveyance to the Port District of any compensation received as a juror, not including any travel allowance received.

Court Appearances

In the event an employee is served a subpoena to appear in court for a non-work related incident, the employee must take this time off using vacation time, accrued compensatory time, personal necessity time, or have the option of taking the time at no pay.

Only when the employee's appearance is needed for a work related incident will the employee's pay/time not be affected.

In the event an employee is served a subpoena to appear in court for a work-related incident, the provisions of "Minimum Call Back Time" as outlined in Article 16 shall prevail.

17.5 OTHER LEAVE

Under certain conditions, leaves of absence are available to employees. These leaves may or may not be associated with the Family and Medical Leave Act (FMLA).

Bereavement Leave

Employees shall be granted a maximum of three (3) days bereavement leave (not necessarily consecutive days) for the death of any member of his/her immediate family. With approval from the Port Director, an employee may request an additional two (2) days bereavement leave.

Immediate family members include -- mother, father, husband, wife, spouse, domestic partner, son, daughter, brother, sister, grandmother, grandfather, grandchild and all in-laws within the above categories, as well as any relative living in the immediate household of the employee. Other members/friends may be accepted and approved by the Port Director for bereavement leave.

Personal Necessity Leave

Employees may elect to use personal necessity leave and this time is deducted from the employee's earned sick leave. Personal necessity leave shall not be used for any type of recreational purposes or days which would normally be vacation days. Personal necessity leave will generally be limited to one week in duration except as noted below.

The following is a listing of typical personal necessity days:

- death of a relative/friend when additional leave is required beyond bereavement leave; or the death of a friend/relative not covered by the bereavement leave;
- an accident involving an employee's person or property;
- marriage in immediate family, including employee him/herself (maximum of three (3) days);
- court appearances for non-work related incidents;
- illness of dependent.

The employee must obtain advance approval from the Port Director for use of personal necessity time.

Paternity Leave

Expectant fathers are eligible to take 3 days paid time off upon the delivery of the child. This time shall be deducted from the accrued sick leave.

Unauthorized Voluntary Absence

Voluntary absence from work without permission for 5 consecutive working days shall be considered an automatic resignation.

Family and Medical Leave

Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

A. Eligibility

To be eligible for leave under the FMLA, an employee must have:

- on the date on which leave is to begin, been employed in a regular position by the Port District for at least 12 months, which need not be consecutive;
- worked a minimum of 1,250 hours during the 12 months immediately preceding the commencement of leave;

B. Leave Benefit

1. Leave Entitlement

Eligible employees are entitled to twelve workweeks of unpaid leave during any 12-month period for any one or more of the following:

the birth of a child and to care for the newborn child (FMLA and CFRA);

- the placement with the employee of a child for adoption or foster care and to care for the newly placed child (FMLA and CFRA);
- to care for the employee's spouse, child, parent, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.);
- the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.);
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

2. Military Caregiver Leave

Subject to the provisions of this MOU, Port District Policy and state and federal law, including FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin.

- An eligible employee's entitlement under this section is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.
- During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

Eligibility, employer and employee responsibilities, and other provisions shall be as defined by the U.S. Department of Labor, Wage and Hour Division, Family Medical Leave Act.

D. Relationship of Family and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the Port District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

If a husband and wife are both employed by the Port District, the total number of workweeks of leave to which both may be entitled shall be limited to 12 workweeks of leave in a 12 month period between the two employees, if taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.

Additionally, the family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

E. Pay Status and Benefits While on Family Care and Medical Leave

Except as provided in this section, the family care and medical leave will be unpaid. The Port District will, however, continue to provide Port District contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

F. Employee Obligations - Notice to the Port District

The employee must provide written notice to the Port District as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

The written notice must inform the Port District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider. The Port District may also require the employee to obtain medical certification that they are able to return to work.

An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the Port District with recertification by the health care provider.

Leave for Active Military

The purpose of this policy is to establish compensation and benefits for regular employees called to extended military active duty.

A. Duration

This policy shall be effective for the first six (6) calendar months of active duty.

B. Salary Compensation

First Calendar Month (0-30 Days):

The District shall pay full salary for the employee for the first 30 days after the effective date of call-up.

Second through Sixth Calendar Month (31-180 Days):

From the 31st day of call-up to the 180th day of call-up, the District shall pay the difference between the base military pay of the employee and the pay that he/she would have received if employment continued at the Port District.

C. Benefits

Health:

The employee's current status with regard to all health benefits shall remain unchanged, subject to insurance policy exclusions which may be in effect relating to war, continuous employment, or other circumstances.

Life Insurance:

Employees who are covered by health benefits at the time of call-up shall remain eligible for life insurance, subject to insurance policy exclusions which may be in effect relating to war, continuous employment, or other circumstances.

D. Seniority

Pursuant to federal and state laws, employees called to active duty are guaranteed that they be reinstated at the level they would have had, had they continued uninterrupted employment with the District.

ARTICLE 18: LEAVE WITHOUT PAY

With approval of the Port Director, an employee may opt to take time off at no pay. If the time off results in a work reduction of 5% or more over a 6-month period, then the employee's benefits may be reduced accordingly, to a level commensurate with the new FTE (full-time equivalent) level. The reduced benefit level will remain in effect for the next 6-month period, at which time the FTE level will be reviewed and re-adjusted.

ARTICLE 19: LAYOFF PROVISIONS

Whenever, in the judgment of the Port District, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Port Commission may layoff any employee from a position.

Employees laid off shall be given at least fourteen (14) calendar days' notice.

Whenever there is a reduction in the work force, the Port Director shall first transfer the employee to a vacancy, if any, in any position for which the laid-off employee is qualified. In order for the employee to retreat to a lesser position, the employee must request displacement action in writing, explaining the employee's qualifications, to the Port Director within five (5) working days of receipt of the layoff notice. Employees retreating to a lesser position shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the position from which the employee was laid off.

Temporary, seasonal, and regular employees shall be laid off according to the needs of the service as determined by the Port Director.

In cases when there are two or more regular positions with the same job description from which the layoff is to be made, it shall be the Port Director's responsibility to consider the following criteria:

- Overall tenor of past evaluations (evaluations in the most recent 60 days prior to layoff are excluded);
- 2. Seniority;
- 3. Input from the affected department supervisor.

ARTICLE 20: UNIFORMS

20.1 Uniforms

Employees in the classifications of Harbor Maintenance Worker I, Harbor Maintenance Worker II, Harbor Maintenance Worker III, and Supervising Harbor Maintenance Worker are required to wear a uniform while on duty, or when otherwise representing the Port District. The required uniform, along with any required uniform accessory items, shall be provided by the Port District. The Port District shall also provide for the cleaning, laundering and maintenance of said uniforms. The value of cleaning, laundering and maintenance of uniforms is \$140.00 per quarter. All uniforms and uniform accessory items provided by the Port District shall remain the property of the District and shall be returned upon separation of employment with the District.

The Port District shall report uniform expenses under this section in accordance with CalPERS regulations.

The employee shall be required to wear safety shoes whenever performing work in an industrial area of the Port District. Upon prior approval, the Port District shall reimburse the employee for said shoes at time of initial purchase and when replacement is required.

20.2 On Duty Appearance

The appearance and cleanliness of unit employees shall be maintained in keeping with Port District standards. Employees must comply with Port District standards in regards to appearance and cleanliness and must maintain a clothing standard that would be consistent with appropriate representation of the Port District.

ARTICLE 21: GRIEVANCE PROCEDURE

The Port District and Union agree that problems should be settled as promptly as possible and at the lowest supervisory level. This policy is to provide a procedure by which employees may formally claim that he/she has been affected by a violation, misapplication, or misinterpretation of a law, or Port District policy, rule, or regulation, or of the provisions of this MOU related to compensation.

Specifically excluded from the grievance procedure are:

- a. Subjects involving amendment or change of a Port Commission resolution, ordinance, or minute order;
- b. Dismissals, suspension, or reduction in rank or classification;
- Probationary dismissals upon original appointment;
- d. Content of performance evaluations, unless such content results in the denial of a salary increase under Section 11.1(b) or (c) of this MOU;
- Violation, misinterpretation, or misapplication of the Port District Ordinance code.
- f. Discrimination, retaliation, harassment or any other complaints under Equal Employment Opportunity law.
- g. Complaints under the jurisdiction of Workers' Compensation law or Occupational Injury law or the applicable procedures for such complaints.

Grievance Steps:

Step 1: Responsibility of Employee / Informal Resolution:

It shall be the employee's responsibility to initiate the grievance as promptly as possible. Any employee who believes he/she has a grievance shall present the evidence thereof orally to his/her immediate supervisor within five (5) working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor.

Step 2: Responsibility of Port Director:

If the grievance has not been resolved at Step 1, the grievant must present his/her grievance in writing on a form provided by the Port District (attached) to the Port Director within ten (10) working days after the occurrence of the act or omission giving rise to the grievance. The statement must include the following:

- A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
- b) A full explanation of the circumstances involved;
- c) The decision rendered by the immediate supervisor at Step 1;
- The specific remedy sought by the employee.

The Port Director shall communicate his/her decision within five (5) days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. If the Hearing Officer does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall

begin the day following receipt of written decision. Within the above time limits, either party may request a personal conference with the other.

Step 3: Port Commission:

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision in writing on the District form (attached) to the Port Commission within five (5) days. The statement shall include a copy of the original grievance; a copy of the written decision by the Port Director; and a clear and concise statement of the reasons for the appeal to Step 3. The Port Commission may refer the appeal to an ad hoc committee for review and recommendation.

Step 4: Public Hearing:

The Port Commission, as soon as possible at a regular monthly meeting of the Port Commission, shall schedule a hearing to formally receive the written grievance and the response thereto at each step and to hear evidence regarding the issue or issues. The Port Commission shall thereafter issue a written decision.

Basic Rules:

If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved. Further, by agreement in writing, the parties may extend any and all time limitations of the grievance procedure.

ARTICLE 22: MANAGEMENT RIGHTS

The Port District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including, but not limiting the generality of the foregoing, the right:

- 1. To set standards and levels of service;
- To determine the procedures and standards of selection for employment and promotions;
- To assign workers, including bargaining unit members, to do station maintenance, repair, painting and similar work;
- To direct its workers;
- 5. To determine the methods and means to relieve its workers from duty because lack of funds or other lawful reasons;
- To determine the methods, means and numbers and kinds of personnel by which Port District operations are to be conducted, including the right to contract or subcontract;
- To determine methods of financing;
- To determine the content of job descriptions;

- To determine size and composition of the work force and allocate and assign work by which the Port District operations are to be conducted;
- To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all Port District functions;
- To make all decision relating to merit, necessity or organization of Port District service;
- To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline workers in accordance with applicable laws;
- 13. To establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- 14. To take necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work;
- 15. To take any and all steps necessary to discharge the Port District's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the Port District as required by law on such safety issues so long as such actions do not prevent the Port District from discharging these responsibilities.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Port District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

The exercise by the Port District through its Board of Port Commissioners and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

22.2 REOPENER ON PERSONNEL POLICIES

Without waiving any of the rights reserved to the Port District, the Port District and the Union agree to reopen negotiations, upon request by the Port District, over revisions and updates to the Port District's Personnel Policies Handbook.

ARTICLE 23: SEVERABILITY

In the event that any provision of this MOU be declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void, but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including December 31, 2019, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than ninety (90) days prior to the expiration or subsequent contract anniversary and no later than sixty (60) days prior to the expiration or subsequent contract anniversary, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

The terms of this Agreement shall be effective upon the adoption of this Agreement by the Board of Port Commissioners except as otherwise provided by specific sections of this Agreement.

IN WITNESS WHEREOF, the parties hereto have respective officers duly authorized to do so this	ve hereunto set their hands and seals by their day of <u>December</u> , 2017
EMPLOYER:	UNION:
SANTA CRUZ PORT DISTRICT	OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO
Timothy L. Davis, Lead Negotiator	Mame/Title 08.3
Marian Olin, Port Director	Name/Title
Holland MacLaurie Administrative Services Mor	Name/Title

APPENDIX 1 SALARIES JANUARY 1, 2018, THROUGH DECEMBER 31, 2018

Santa Cruz Port District Salary Ranges Per Job Class January 1, 2018 through December 31, 2018

		2018	
Position	Salary Grade	Minimum Step 1	Maximum Step 7
Supervising Harbor Dredge Worker	23	\$4,891	\$6,554
Harbor Dredge Worker III	20	\$4,225	\$5,662
Harbor Dredge Worker II	18	\$3,832	\$5,135
Harbor Dredge Worker I	16	\$3,475	\$4,658

Santa Cruz Port District HEA Proposed Grade and Step Pay Plan Monthly (January 1, 2018 - December 31, 2018)

Step	1	2	3	4	5	6	7
Grade							
*14	\$3,152	\$3,309	\$3,475	\$3,650	\$3,832	\$4,024	\$4,225
15	\$3,309	\$3,475	\$3,650	\$3,832	\$4,024	\$4,225	\$4,436
16	\$3,475	\$3,650	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658
17	\$3,650	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891
18	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135
19	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392
20	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662
21	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662	\$5,945
22	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662	\$5,945	\$6,242
23	\$4,891	\$5,135	\$5,392	\$5,662	\$5,945	\$6,242	\$6,554
24	\$5,135	\$5,392	\$5,662	\$5,945	\$6,242	\$6,554	\$6,882
25	\$5,392	\$5,662	\$5,945	\$6,242	\$6,554	\$6,882	\$7,226
26	\$5,662	\$5,945	\$6,242	\$6,554	\$6,882	\$7,226	\$7,587
27	\$5,945	\$6,242	\$6,554	\$6,882	\$7,226	\$7,587	\$7,967
28	\$6,242	\$6,554	\$6,882	\$7,226	\$7,587	\$7,967	\$8,365
29	\$6,554	\$6,882	\$7,226	\$7,587	\$7,967	\$8,365	\$8,783
30	\$6,882	\$7,226	\$7,587	\$7,967	\$8,365	\$8,783	\$9,222
31	\$7,226	\$7,587	\$7,967	\$8,365	\$8,783	\$9,222	\$9,683
32	\$7,587	\$7,967	\$8,365	\$8,783	\$9,222	\$9,683	\$10,168
33	\$7,967	\$8,365	\$8,783	\$9,222	\$9,683	\$10,168	\$10,676
34	\$8,365	\$8,783	\$9,222	\$9,683	\$10,168	\$10,676	\$11,210
35	\$8,783	\$9,222	\$9,683	\$10,168	\$10,676	\$11,210	\$11,770

Grade	Step	Grade
Width	Increment	Separation
34.01%	5.00%	5.00%

^{*}Steps 1-13 not shown.

APPENDIX 2 SALARIES JANUARY 1, 2019, THROUGH JANUARY 31, 2019

Santa Cruz Port District Salary Ranges Per Job Class January 1, 2019 through December 31, 2019

		2019	
Position	Salary Grade	Minimum Step 1	Maximum Step 7
Supervising Harbor Dredge Worker	23	\$5,038	\$6,751
Harbor Dredge Worker III	20	\$4,352	\$5,832
Harbor Dredge Worker II	18	\$3,947	\$5,290
Harbor Dredge Worker I	16	\$3,579	\$4,798

Santa Cruz Port District HEA Proposed Grade and Step Pay Plan Monthly (January 1, 2019 - December 31, 2019)

1					-	6	7
Step	1	2	3	4	5	0	
Grade					1		4 1
*14	\$3,247	\$3,408	\$3,579	\$3,760	\$3,947	\$4,145	\$4,352
15	\$3,408	\$3,579	\$3,760	\$3,947	\$4,145	\$4,352	\$4,570
16	\$3,579	\$3,760	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798
17	\$3,760	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038
18	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290
19	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554
20	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832
21	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832	\$6,124
22	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832	\$6,124	\$6,430
23	\$5,038	\$5,290	\$5,554	\$5,832	\$6,124	\$6,430	\$6,751
24	\$5,290	\$5,554	\$5,832	\$6,124	\$6,430	\$6,751	\$7,089
25	\$5,554	\$5,832	\$6,124	\$6,430	\$6,751	\$7,089	\$7,443
26	\$5,832	\$6,124	\$6,430	\$6,751	\$7,089	\$7,443	\$7,815
27	\$6,124	\$6,430	\$6,751	\$7,089	\$7,443	\$7,815	\$8,206
28	\$6,430	\$6,751	\$7,089	\$7,443	\$7,815	\$8,206	\$8,617
29	\$6,751	\$7,089	\$7,443	\$7,815	\$8,206	\$8,617	\$9,048
30	\$7,089	\$7,443	\$7,815	\$8,206	\$8,617	\$9,048	\$9,501
31	\$7,443	\$7,815	\$8,206	\$8,617	\$9,048	\$9,501	\$9,976
32	\$7,815	\$8,206	\$8,617	\$9,048	\$9,501	\$9,976	\$10,474
33	\$8,206	\$8,617	\$9,048	\$9,501	\$9,976	\$10,474	\$10,998
34	\$8,617	\$9,048	\$9,501	\$9,976	\$10,474	\$10,998	\$11,548
35	\$9,048	\$9,501	\$9,976	\$10,474	\$10,998	\$11,548	\$12,125

Grade	Step	Grade
Width	Increment	Separation
34.01%	5.00%	5.00%

^{*}Steps 1-13 not shown.

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

June 28, 2018

Operating Engineers Local Union No. 3 (OE3) 1620 South Loop Road Alameda, CA 94502

To Whom It May Concern:

The Supreme Court has just released its decision in the case of Janus v. AFSCME (Janus). In compliance with Janus, where the majority held that an agency fee or any other form of payment may not be deducted from the paycheck of an employee who does not affirmatively consent to pay, the Port District is following up to confirm the status and next steps.

It is the Port District's position that the indemnification clause in Section 3.5 of Article 3 of the operative MOU will remain in effect and that your organization will not request any agency fee deductions from the Port District for an employee who is neither a member of your organization nor affirmatively consenting to pay membership fees. The Port District's continued processing and administration of your organization's membership dues deductions are subject to this understanding.

Please provide the Port District, by close of business on Friday, July 13, 2018, with written confirmation that the indemnification clause in the operative MOU will remain in effect and that your organization will only request membership dues deductions from the Port District for an employee who is a member of your organization and affirmatively consenting to pay dues.

The Port District continues to remain neutral on an employee's decision concerning union membership. The Port District will continue to direct all employees to your organization for any questions regarding union membership or dues deductions.

Sincerely,

Marian Olin Port Director



OPERATING ENGINEERS LOCAL UNION No. 3

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502-7089 • (510) 748-7438 • FAX (510) 521-4886

Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii, and the Mid-Pacific Islands



Public Employees Division

July 6, 2018

Marian Olin, Port Director Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062

RE: Janus Compliance Response

Dear Ms. Olin:

We have received your correspondence dated June 28, 2018 regarding the indemnification clause in the current MOU between Operating Engineers Local 3's and your agency.

The indemnification clause in the operative MOU will remain in effect and we will not request any agency fee deductions from the Santa Cruz Port District for an employee who is neither a member of our Union nor consenting to pay membership fees.

Operating Engineers Local 3 will only request membership dues deductions from the Santa Cruz Port District for an employee who is a member of Local 3 or requesting new membership with OE3 and consents to pay union dues.

If you have further questions, please contact me at the number above or your business representative, Michael Moore, at 831.901.4824.

Sincerely,

Tim Neep

Director, Public Employees Division

c: Michael Moore, Business Representative

iuoe3/afl-cio

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

TO:

Port Commission

FROM:

Marian Olin, Port Director

DATE:

October 15, 2018

SUBJECT:

Approval of Resolution 18-12 – Approving an Amended, Consolidated Salary

Schedule for Unrepresented Employees

Recommendation:

Approve Resolution 18-12 adopting an amendment to the Santa

Cruz Port District's salary schedule.

BACKGROUND

Government Code Section 20636(b)(1) requires a publicly available pay schedule for public agencies. This section was further clarified by California Code of Regulations (CCR) Section 570.5 which requires that pay schedules approved and adopted by the agency's governing body meet a number of specific requirements, i.e., a publicly available document that includes position titles, pay rates, time base, etc.

ANALYSIS

The 2018 salary schedule for unrepresented employees has been amended to include a new, Harbor Dredge Worker III – Part-time / Temporary position paid on an hourly rate basis commensurate with the hourly pay rate for salary grade 20 basis. This position is eligible for retired annuitant designation for limited duration work.

Resolution 18-12 is included as Attachment A, and Exhibit 1 to the resolution contains the actual salary schedule. The salary schedule consolidates all current classifications and contract employees, including those represented by the various bargaining units and currently adopted Memoranda of Understanding (MOU) for represented employees and those for unrepresented employees.

Modifying the salary schedule to add this new part-time / temporary position gives the District the flexibility to hire a retired annuitant for a limited term, and provide new dredge crewmembers with critical training. The employment contract would not extend beyond May 15, 2019.

IMPACT ON PORT DISTRICT RESOURCES

Factoring in overhead of approximately 23.6% (employer taxes and workers' compensation), the hourly rate increases from \$32.67 at top step, to \$40.38. Though hiring one, part-time, temporary dredge worker is an unbudgeted expense in the dredge program this fiscal year, there is adequate funding in the FY19 budget to cover this unanticipated expenditure.

Approving the consolidated salary schedule does change or alter financial impacts associated with the represented labor agreements, which were previously approved by the Port Commission. ¹

ATTACHMENT – A. Resolution 18-12 – Consolidating and adopting amendments to the salary schedule for unrepresented Santa Cruz Port District employees

¹ Harbor Employees Association and Operating Engineers Local No. 3 labor agreements were approved by the Port Commission on December 12, 2017.

Santa Cruz Port District Resolution 18-12 October 23, 2018
ON THE MOTION OF
DULY SECONDED BY
A resolution of the Santa Cruz Port District Commission adopting amendments to the salary schedule.
WHEREAS, pursuant to California Government Code 20636(b)(1), the Port Commission shall periodically adopt a pay schedule for all Port District employees; and
WHEREAS, the Government Code of Regulations (CCR) Section 570.5 further clarifies that the pay schedule be approved and adopted by the governing body; and
WHEREAS, the pay schedule consolidates all of the currently approved salaries from the various Memoranda of Understanding for contract, represented and unrepresented employees; and
WHEREAS , the amendment updates the unrepresented salary schedule to add a new Harbor Dredge Worker III position paid on an hourly rate basis commensurate with the hourly pay rate for salary grade 20 basis. The salary schedule consolidates all current classifications and contract employees.
NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz Port District Commission does hereby adopt the consolidated salary schedule (Exhibit 1) which reflects the salary schedule amendments for unrepresented positions.
PASSED AND ADOPTED by the Santa Cruz Port Commission, this 23 rd day of October 23, 2018, by the following vote:
AYES
NOES
ABSENT

APPROVED BY:

Dennis Smith, Chairman

2018 Unrepresented Positions Hourly and Salary Pay Rates (Part-time / Temporary / Seasonal / Provisional) Effective January 1, 2018*** Santa Cruz Port District

	Hourly Rate Sem	Hourly Rate Semi-Monthly	Month
	-		
	SCPD	SCPD	SCPD
Job Classification*	Minimum	Maximum	Minimu
Boatyard Worker**	\$11.00	\$17.50	
Dredge Monitor / Dredge Services I	\$11.00	\$16.00	
Dredge Monitor / Dredge Services II	\$13.00	\$18.00	
Front Desk Customer Service / Office Assistant	\$11.00	\$25.88	
Janitorial	\$11.00	\$15.00	
Harbor Dredge Worker III** - Part-time, Temporary	\$24.38	\$32.67	
Harbor Maintenance Worker I - Provisional	\$20.05	\$26.87	\$3,475
Harbor Maintenance Worker II /III - Provisional	\$22.11	\$32.67	\$3,832
Marina Management Specialist**	\$30.00	\$40.00	
Operations Assistant	\$11.00	\$18.00	
Reserve Deputy Harbormaster / Operations Officer**	\$23.66	\$31.71	
Parking Control / Water Taxi Crew	\$11.00	\$15.00	
Water Taxi Operator**	\$12.00	\$18.00	

Monthly Sa Monthly	Monthly Salary Semi- Monthly Payroll	
SCPD	SCPD	Salary Grade(s)
\$3,475	\$4,658	16
\$3,832	\$5,662	18-20

^{*}Employees working out of classification shall be paid their normal hourly pay rate, unless a differential hourly pay rate has been established.

^{**}Positions designated as eligible to be filled by retired annuitants for limited duration in accordance with PERL Sections 7522.56-57.

^{***} Revised October 23, 2018

Santa Cruz Port District MONTHLY SALARY RANGES BY POSITION 2018

	Santa Cruz Port E	District Full Time Equivalent Employees All Positions	ne Equiva	lent Empl	oyees - /	III Position	ક્			
		Bargaining	Salary			Monthly 5	Salary Range/Step	nge/Step*		
Effective	Position	Group	Grade	-	2	က	4	2	9	7
1/1/2018	Accounting Technician	HEA	20	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662
1/1/2018	Administrative Assistant I	HEA	20	\$4,225	\$4,436	\$4,658		\$5,135	\$5,392	\$5,662
1/16/2018	Administrative Services Manager	HMG	29	\$6,554	\$6,882	\$7,226	\$7,587	\$7,967	\$8,365	\$8,783
1/1/2018	Boatyard Supervisor	HEA	22	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662	\$5,945	\$6,242
1/1/2018	Boatyard Crew	HEA	17	\$3,650	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891
1/1/2018	Customer Service Representative	HEA	19	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392
1/1/2018	Deputy Harbormaster	HEA	20	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662
1/1/2018	Facilities Coordinator	HEA	19	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392
1/16/2018	Facilities Maintenance and Eng Manager	HMG	29	\$6,554	\$6,882	\$7,226	\$7,587	\$7,967	\$8,365	\$8,783
1/1/2018		HEA	16	\$3,475	\$3,650	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658
1/1/2018	Harbor Dredge Worker I	OE3	16	\$3,475	\$3,650	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658
1/1/2018	Harbor Maintenance Worker II	HEA	18	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135
1/1/2018	Harbor Dredge Worker II	OE3	18	\$3,832	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135
1/1/2018	Harbor Maintenance Worker III	HEA	20	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662
1/1/2018	Harbor Dredge Worker III	OE3	20	\$4,225	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662
1/16/2018	Harbormaster	HMG	29	\$6,554	\$6,882	\$7,226	\$7,587	\$7,967	\$8,365	\$8,783
7/29/2016	Port Director	Ϋ́	ΑN	\$9,167	Ν Α	ΑA	A A	A A	ΑĀ	\$12,229
1/1/2018	Senior Deputy Harbormaster	HEA	22	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662	\$5,945	\$6,242
1/1/2018	Supervising Harbor Maintenance Worker	HEA	22	\$4,658	\$4,891	\$5,135	\$5,392	\$5,662	\$5,945	\$6,242
1/1/2018	Supervising Harbor Dredge Worker	OE3	23	\$4,891	\$5,135	\$5,392	\$5,662	\$5,945	\$6,242	\$6,554

^{*}Ranges shown are paid semi-monthly

Bargaining Groups:

HMG = Harbor Management Group HEA = Harbor Employees Association OE3 = Operating Engineers Local No. 3

Santa Cruz Port District MONTHLY SALARY RANGES BY POSITION 2019

		Bargaining	Salary			Monthly	Monthly Salary Range/Step	nge/Step*		
Effective	Position	Group	Grade	-	2	3	4	2	9	7
1/1/2019	Accounting Technician	HEA	20	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832
1/1/2019	Ŧ	HEA	20	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832
1/1/2019	Administrative Services Manager	HMG	30	\$7,089	\$7,443	\$7,815	\$8,206	\$8,617	\$9,048	\$9,501
1/1/2019	Boatyard Supervisor	HEA	22	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832	\$6,124	\$6,430
1/1/2019	Boatyard Crew	HEA	17	\$3,760	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038
1/1/2019	Customer Service Representative	HEA	19	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554
1/1/2019	Deputy Harbormaster	HEA	20	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832
1/1/2019	Facilities Coordinator	HEA	19	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554
1/1/2019	Facilities Maintenance and Eng Manager	HMG	30	\$7,089	\$7,443	\$7,815	\$8,206	\$8,617	\$9,048	\$9,501
1/1/2019	Harbor Maintenance Worker I	HEA	16	\$3,579	\$3,760	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798
1/1/2019	Harbor Dredge Worker I	OE3	16	\$3,579	\$3,760	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798
1/1/2019	Harbor Maintenance Worker II	HEA	18	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290
1/1/2019	Harbor Dredge Worker II	OE3	18	\$3,947	\$4,145	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290
1/1/2019	Harbor Maintenance Worker III	HEA	20	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832
1/1/2019	Harbor Dredge Worker III	OE3	20	\$4,352	\$4,570	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832
1/1/2019	Harbormaster	HMG	30	\$7,089	\$7,443	\$7,815	\$8,206	\$8,617	\$9,048	\$9,501
7/29/2016	Port Director	Ϋ́	ΑN	\$9,167	Ϋ́	ΑN	ΑĀ	ΑN	ΑĀ	\$12,229
1/1/2019	Senior Deputy Harbormaster	HEA	22	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832	\$6,124	\$6,430
1/1/2019	Supervising Harbor Maintenance Worker	HEA	22	\$4,798	\$5,038	\$5,290	\$5,554	\$5,832	\$6,124	\$6,430
1/1/2019	Supervising Harbor Dredge Worker	OE3	23	\$5,038	\$5,290	\$5,554	\$5,832	\$6,124	\$6,430	\$6,751

^{*}Ranges shown are paid semi-monthly

Bargaining Groups:

HMG = Harbor Management Group HEA = Harbor Employees Association OE3 = Operating Engineers Local No. 3

Santa Cruz Port District MONTHLY SALARY RANGES BY POSITION 2020

\$4.417 \$4,639 \$4,870 \$5,114 \$5,369 \$5,638 \$6 \$5,417 \$4,639 \$4,870 \$5,114 \$5,369 \$5,638 \$6 \$7,195 \$7,555 \$7,933 \$8,330 \$8,747 \$9,184 \$5 \$6 \$7,870 \$5,114 \$5,369 \$5,637 \$6 \$7,870 \$5,114 \$5,369 \$5,637 \$6 \$7,207 \$4,417 \$4,639 \$4,870 \$5,114 \$5,369 \$5,84 \$7 \$6 \$7,195 \$7,195 \$7,195 \$7,195 \$7,195 \$7,195 \$7,195 \$7,195 \$7,195 \$7,933 \$8,300 \$8,747 \$4,639 \$5,114 \$5,369 \$5,114 9 Monthly Salary Range/Step Santa Cruz Port District Full Time Equivalent Employees -- All Positions Salary Grade Bargaining Group HEA OE3 OE3 Facilities Maintenance and Eng Manager Supervising Harbor Maintenance Worker Supervising Harbor Dredge Worker Customer Service Representative Administrative Services Manager Boatyard Supervisor Harbor Maintenance Worker III Harbor Maintenance Worker Senior Deputy Harbormaster Harbor Maintenance Worker Administrative Assistant Harbor Dredge Worker I Harbor Dredge Worker Harbor Dredge Worker Accounting Technician Deputy Harbormaster Facilities Coordinator **Boatyard Crew** Harbormaster Port Director Position Effective

Bargaining Groups:

HMG = Harbor Management Group HEA = Harbor Employees Association OE3 = Operating Engineers Local No. 3

^{*}Ranges shown are paid semi-monthly

Santa Cruz Port District Resolution 18-13 October 23, 2018

On the motion of	
Duly seconded by	
A resolution honoring and recognizing Dan locastline, and celebrating his achievements as	Haifley for his lifelong efforts to protect the California Executive Director of O'Neill Sea Odyssey.
WHEREAS, throughout his career, Dan Haif community and community leaders about the o	ley has worked to preserve, protect and educate the cean environment; and,
	elong commitment to preservation and protection of the tributions to the O'Neill Sea Odyssey, and his service as a Sanctuary Advisory Council; and,
senator Henry J. Mello, and his work with	e serving as District Chief of Staff for the late California Save Our Shores, honed his leadership skills and him an effective advocate for ocean protection issues;
WHEREAS, after 19 years of service as Exeretiring by the end of 2018; and,	cutive Director of O'Neill Sea Odyssey, Dan Haifley is
	from, and is proud to be the home port for, the O'Neill Dan Haifley has successfully developed and managed
harbor community does: 1. honor Dan Haifley for his contributions achievements in protecting the ocean express its sincere appreciation to	Dan Haifley for his educational outreach which has students of the O'Neill Sea Odyssey program, ensuring
PASSED AND ADOPTED, by the Santa Cruz by the following vote:	Port District Commission this 23 rd day of October, 2018,
AYES:	
NOES:	
ABSENT:	
Ар	proved by:
	nnis Smith, Chairman nta Cruz Port Commission

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

TO:

Port Commission

FROM:

Marian Olin, Port Director

DATE:

October 15, 2018

SUBJECT:

Approval of Ordinance 18-04 and Lease Extension Agreement for 2222 East Cliff

Drive, Suites 222 and 234 (Tenant: O'Neill Sea Odyssey)

Recommendation: Approve Ordinance 18-04, awarding a 15-year lease extension to O'Neill

Sea Odyssey for 2222 East Cliff Drive, Suites 222 and 234, commencing

January 1, 2029.

BACKGROUND

The Port District and O'Neill Sea Odyssey (OSO) are currently parties to a lease agreement dated January 1, 2004, for the second story leasehold spaces at 2222 East Cliff Drive. The current lease expires December 31, 2028. O'Neill Sea Odyssey currently utilizes Suite 222 for its public education foundation, and sublets all other second story office space (Suites 200, 204, 208, 212, 216, 220 and 234).

In 2014, at OSO's request, the District embarked on negotiations for a lease extension for the second story suites. Negotiations between the District and OSO continued, on and off, through January 2017. No agreement was reached and negotiations ended at that time.

In 2018, lease negotiations resumed. The Port Commission and OSO reached tentative agreement on terms of an extended lease commencing January 1, 2029. Under the lease extension, the District is landlord for the second story suites and OSO rents Suites 222 and 234 at market rent, less a 50% public service discount. The lease extension agreement is appended as Attachment B.

ANALYSIS

Current Lease

Under the current lease, OSO pays the District base rent for the second story, plus 16% of its sublet rents collected from tenants reduced by base rent. OSO retains 84% of the sublet rents generated. In 2018, the approximate revenue generated to the District from OSO's current lease is shown below:

-2- 10/15/18

2018 Second Story Rents (Approx) OSO Base Rent (\$1,338/mo)	Annual Rent \$16,056
16% of OSO Sublet Rent* \$19,406 Reduced by Base Rent - \$16,056 Total Sublet Rent Paid by OSO to District	\$ 3,350
2018 Approx Rental Revenue to District from OSO Lease	\$ 19,406

^{*}A public service discount is in effect for Suite 222, utilized by OSO for its program, and Suite 234, which is currently sublet to Surfrider Foundation (see Attachment C).

All terms of the current lease remain in full force and effect through December 31, 2028.

Extended Lease

A summary of the terms of the lease extension agreement commencing in 2029, is as follows:

Tenant:

O'Neill Sea Odyssey

Space:

2222 East Cliff Drive, Suites 222 and 234 (approx 1,639 SF, plus auxiliary 3rd story

space of approx 132 SF)

Term:

Fifteen years, commencing January 1, 2029; ending December 31, 2043

Options:

None

Rent:

Market rent reduced by 50% public service discount

Annual CPI increases April 1 of each year commencing in 2030

Use:

Non-profit, tax-exempt public education foundation focusing on marine biology,

ecology and navigation and office space necessary for administration of the public

education foundation

Insurance:

\$2 million with Santa Cruz Port District named as additional insured

Other:

Port District is landlord for all second story suites.

OSO has non-exclusive use of the second story deck for classroom use.

The area of the 3rd story auxiliary space (132 SF) is not included in the market rent

calculation on a square foot basis.

Harbors and Navigation (H&N) Code

The District has historically adopted long-term leases under procedures established by H&N Code Section 72.0, which required public advertising of long-term leases. However, in 2013, the District paid off all loans then owed to the California Department of Boating and Waterways for harbor construction and improvements. H&N Code Section 72.0 is not currently applicable.

Sections 6200 et seq. of the H&N Code govern Port Districts. H&N Code Section 6270 stipulates that leases of longer than 10 years are approved by Ordinance.

-3- 10/15/18

Ordinance 18-04 (Attachment A) being recommended for adoption authorizes the form, terms and execution of the lease extension agreement between the District and OSO. The Ordinance was advertised in accordance with H&N Code Section 6270.

Summary

The lease extension agreement is beneficial to the District and OSO. It recognizes the value of the building to the District and requirement to safeguard public funds, and recognizes OSO's public service contributions and coastal dependent use.

Under the lease, the District will assume control of, and serve as landlord for, all second story suites. The District will collect market rents from suites 200, 204, 208, 212, 216 and 220, and market rent less a 50% public service discount for suites 222 and 234 leased by OSO. The public service discount for suite 234 will apply as long as OSO sublets to Surfrider Foundation or other qualified marine-related non-profit (including OSO).

The lease extension agreement provides OSO and their donors with assurance of a long-term presence in their current location at the harbor. It recognizes that the District, the Santa Cruz community and region benefit from this marine education program and that there is support for OSO to continue in its current location into the future.

IMPACT ON PORT DISTRICT RESOURCES

There is no immediate cost to the Port District associated with the award of the lease. In 2029, the Port District, as landlord, will retain all rents for second story spaces. As landlord, the District will be responsible for maintenance of the second story deck, the elevator and janitorial costs for restroom cleaning.

Assuming a 2.9% per year growth in CPI on current rents from the second story, market rents in 2029 are projected as follows:

OSO Base Rent Suites 222 & 234	<u>Annual</u>
(assumes market approx \$5.91/SF @ 50% public service discount) Revenue from other Second Story Leasehold Spaces	\$ 58,120 <u>\$ 147,230</u>
*Projected Rental Income Generated by Second Story Suites	\$ 205,350

^{*}Note: This is a projection only, and not an indication of actual revenue to be generated by this lease extension agreement.

-4-

10/15/18

ATTACHMENT:

- A. Ordinance 18-04
- Draft Lease Extension Agreement between Santa Cruz Port District and O'Neill Sea Odyssey
 OSO 2222 East Cliff Drive Leases as of 3/21/18 B.
- C.

SANTA CRUZ PORT DISTRICT ORDINANCE 18-04

AN ORDINANCE OF THE SANTA CRUZ PORT DISTRICT COMMISSION OF THE SANTA CRUZ PORT DISTRICT AUTHORIZING THE FORM, TERMS AND EXECUTION OF A LEASE EXTENSION AGREEMENT BETWEEN SANTA CRUZ PORT DISTRICT AND O'NEILL SEA ODYSSEY

WHEREAS, the Santa Cruz Port District ("District") is the owner of certain real property and improvements at 2222 East Cliff Drive, a multi-tenant building on the east side of Santa Cruz Harbor in the City and County of Santa Cruz.

WHEREAS, the District and O'Neill Sea Odyssey ("OSO") are currently parties to a lease agreement dated January 1, 2004, for the second story leasehold spaces at 2222 East Cliff Drive, which has a term expiring December 31, 2028; and,

WHEREAS, the District and OSO desire to continue their business relationship after the termination of the 2004 lease by entering into a new lease extension agreement ("2029 Lease"), which will commence on January 1, 2029, and continue for a 15-year term expiring December 31, 2043; and,

WHEREAS, under terms of the 2029 Lease, District will assume control of, and serve as landlord for, all second story suites (200, 204, 208, 212, 216, 220, 222 and 234) totaling approximately 3,715 square feet ("SF") and all ancillary spaces; and,

WHEREAS, pursuant to terms of the 2029 Lease, the District desires to lease to OSO, Suites 222 and 234 on the second story of 2222 East Cliff Drive, and auxiliary space on the third story of the building, for continued operation of OSO's public education foundation focusing on marine biology, ecology and navigation; and,

WHEREAS, the District is authorized to exercise powers pursuant to the Port District Law of the State of California, being Sections 6200 et seq. of the Harbors and Navigation Code ("H&N") of the State of California, and all laws amendatory thereof or supplemental thereto, including the power to enter into franchises and leases for periods of more than ten years if authorized by Ordinance in accordance with H&N Code Section 6270; and,

WHEREAS, the District and OSO have negotiated and reached agreement on terms and conditions of the 2029 Lease, and the Commission desires to authorize the execution of the 2029 Lease, by and between the District and OSO.

NOW, THEREFORE, BE IT ORDAINED, by the Santa Cruz Port District Commission as follows:

Section 1. The Commission hereby specifically agrees to the recitals, terms, conditions, provisions, and responsibilities contained in the 2029 Lease, and authorizes execution of the 2029 Lease.

Section 2. The Commission authorizes the Chairman of the Commission to execute the 2029 Lease, and the Port Director, as witness, to execute attesting to the 2029 Lease.

Section 3. This Ordinance shall take effect after thirty (30) days from its adoption.

THE FOREGOING ORDINANCE of the Santa Cruz Port District Commission was duly and regularly introduced, passed and adopted at a regular meeting of the Santa Cruz Port District on the 23rd day of October 2018, by the following vote.

AYES:		
ABSENT:		
	APPROVED:	
	Dennis Smith, Chairman	

LEASE EXTENSION AGREEMENT BETWEEN SANTA CRUZ PORT DISTRICT COMMISSION, AS LANDLORD

AND

O'NEILL SEA ODYSSEY

AS TENANT

IN SANTA CRUZ HARBOR

AT 2222 EAST CLIFF DRIVE, SUITES 222 AND 234, SANTA CRUZ
COMMENCING ON JANUARY 1, 2029

TABLE OF CONTENTS

	<u>Pa</u>	ige
Rec	ls	1
1.	ease of Premises	2
2.	Fenant Improvements	. 2
3.	Term	. 3
4.	Fitle to Improvements	. 3
5.	Rent	. 3 3 4 4 5
6.	Jse a) Permitted Use as Non-Profit/Tax Exempt Status b) Outdoor/Public Areas c) Condition of Premises d) Provision of Services e) Continuous Use f) Refuse Disposal g) Hazardous Materials h) Effect on Navigable Waters i) Non-permitted Uses j) Compliance with Laws	. 5 . 6 . 6 6 8 . 8
7.	Ownership of Improvements a) Title b) Liens	. 9
8.	Construction of Improvements a) No Landlord Improvements b) Tenant Improvements c) Americans With Disabilities Act	. 9 . 9

9.	Tax	es and Assessments	10
	(a)	Payable by Tenant	10
	(b)	Substitute Taxes	10
10.	Insu	rance	
	(a)	Landlord's Insurance	
	(b)	Tenant's Insurance	
	(c)	Waiver of Subrogation	
	(d)	Submittal of Policies	
	(e)	Review of Coverage	
	(f)	Changes in Coverage	
	(g)	Landlord's Remedies	13
11.	Inde	emnification	
	(a)	Tenant's Hold Harmless	
	(b)	Tenant's Waiver of Claims	
	(c)	Landlord's Hold Harmless	13
12.	Mair	ntenance and Repairs	14
	(a)	Tenant's Obligations	14
	(b)	Outside Areas	14
	(c)	Landlord's Obligations	14
13.	Utilit	ties	15
14.	Assi	gnment, Subletting and Licensing	15
	(a)	Landlord's Consent Required	15
	(b)	Permitted Assignments, Subleases and Licenses	15
	(c)	Encumbrances	16
	(d)	Corporation or Partnership	16
15.	Dan	nage or Destruction	16
	(a)	Partial Damage-Insured	16
	(b)	Partial Damage-Under or Uninsured	16
	(c)	Total Destruction	
	(d)	Damage Near End of Term	17
	(e)	Abatement of Rent	17
	(f)	Waiver	17
	(g)	Tenant's Property	17
	(h)	Notice of Damage	
	(i)	Replacement Cost	18
16.	Emi	nent Domain	18
	(a)	Termination	18
	(b)	Partial Taking Renders Economically Unfeasible	18

	(c) Partial Taking with Business Continued. (d) Repairs (e) Compensation	18
17.	Tenant Default	18
18.	Remedies (a) Repossession (b) No Repossession	19
19.	Attorneys' Fees	20
20.	Removal of Property	20
21.	Subordination	21
22.	Landlord's Right to Reenter (a) Peaceable Surrender (b) Waiver of Redemption and Stipulated Damages	21
23.	Reservations to Landlord	21
24.	Building/Premises Closure	22
25.	Force Majeure	22
26.	Notices	22
27.	No Commission	23
28.	Waiver	23
29.	Holding Over	23
30.	Parking	23
31.	Non-Discrimination	
32.	Entry by Landlord	
33.	Estoppel Certificates	24

34.	General	
	(a) Entire Agreement	24
	(b) Covenants and Conditions	24
	(c) Binding on Successors	
	(d) Joint and Several Liability	
	(e) Gender	25
	(f) Captions	25
	(g) Governing Law	25
	(h) Time of Essence	25
	(i) Partial Invalidity	25
	(j) Relationship	25
	(k) Corporate Authority	2F
	(I) No Recordation	25
	(m) Calendar Days	25
	(n) Counterparts	25
35.	State of California Harbors and Navigation Code	2F

List of Exhibits

Exhibit "A" Premises Map and Diagram

SANTA CRUZ PORT DISTRICT LEASE EXTENSION AGREEMENT FOR YEAR 2029

THIS LEASE EXTENSION AGREEMENT F	FOR YEAR 2029 ("2029 Lease" or "Lease") is made
and entered into effective as of	, ("Effective Date"), by and between the SANTA
	subdivision, 135 5th Avenue, Santa Cruz, California,
95062, hereafter referred to as "Landlord," and O'N	Neill Sea Odyssey, a California nonprofit corporation,
hereafter referred to as "Tenant." Landlord and Ter	nant are hereinafter referred to individually as "Party"
or collectively as the "Parties."	ac rang

RECITALS

- A. Landlord is the owner of certain real property and improvements consisting of approximately 3,715 square feet (SF) on the second story and a 132 SF auxiliary space on the third story of the building located at 2222 East Cliff Drive (the "Building"), on the east side of Santa Cruz Harbor in the City and County of Santa Cruz, State of California. The Building is more particularly shown and described in Exhibit A, attached hererto and incorporated herein.
- B. Tenant is currently doing business as O'Neill Sea Odyssey ("OSO"), a non-profit corporation (tax-exempt under IRS section 501(c)(3)) operating a public education foundation focusing on marine biology, ecology and navigation.
- C. Tenant had previously entered into a ground lease for the second story and third story auxiliary spaces of the Building dated January 1, 2004 ("2004 Ground Lease") with Landlord. The 2004 Ground Lease term expires at midnight on December 31, 2028.
- D. Landlord and Tenant desire to continue their business relationship after the termination of the 2004 Ground Lease by entering into this 2029 Lease, which will commence on January 1, 2029 ("Commencement Date").
- E. Effective January 1, 2029, Landlord will assume control of all second story suites (200, 204, 208, 212, 216, 220, 222 and 234) totaling approximately 3,715 square feet ("SF").

Tenant desires to continue to operate OSO under the new terms and conditions of this 2029 Lease. Under this 2029 Lease, Tenant will lease from Landlord only the following premises consisting of two suites and auxiliary space for operation of OSO during the 2029 Lease term:

- 1) Suite 222, which is approximately 1,207 SF; and
- 2) Suite 234, which is approximately 432 SF:
- 3) Auxiliary space, which is approximately 132 SF.

The leased area comprise a total of 1,639 SF of office space and a 132 SF auxiliary space, which is collectively referred to as the "Premises" and is shown in Exhibit A.

Landlord grants to Tenant the right to sublease Suite 234, only, but subject to the provisions in Section 14 and the terms and conditions of this 2029 Lease.

- F. The parties acknowledge that the prior lease is terminated as of the Commencement Date of this 2029 Lease and that neither party has any rights or claims under the 2004 Ground Lease as of its termination.
- G. Landlord desires to lease the Premises to Tenant for the operation of OSO in accordance with all terms and conditions of this 2029 Lease.

AGREEMENT TERMS

NOW, THEREFORE, in furtherance of the foregoing Recitals, which are incorporated herein, and in consideration of the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

Lease of Premises.

- (a) If Tenant is not in default and has fully performed all of the terms and conditions of the 2004 Ground Lease to Landlord's commercially reasonable satisfaction, commencing January 1, 2029, Landlord hereby agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, for the designated term, at the rental, and upon the other terms and conditions contained herein. Tenant shall pay Landlord One Hundred Dollars (\$100) upon the full execution of this 2029 Lease as consideration for Tenant's rights under the Lease.
- (b) If Tenant has failed to cure a default, after a reasonable period to cure, or failed to fulfill the terms and conditions of the 2004 Ground Lease to Landlord's commercially reasonable satisfaction, Tenant's request to effectuate the terms of this 2029 Lease Agreement shall be totally invalid.
- (c) Landlord may (in its sole and absolute discretion and without any obligation to do so) elect to proceed with the 2029 Lease notwithstanding the default of Tenant (which acceptance shall not waive or otherwise relieve Tenant of its obligations to promptly correct such default(s) and fully comply with all terms and conditions of the 2004 Ground Lease and this 2029 Lease).
- 2. <u>Tenant Improvements.</u> Tenant shall purchase at its expense, and install or construct on the Premises, at its sole cost and expense, any equipment, furnishings and improvements required for the operation of OSO to properly conduct the business "Tenant Improvements"). All proposed improvements must be pre-approved, in writing by Landlord, properly permitted by the City of Santa Cruz and any and all other regulatory agencies with permitting jurisdiction prior to construction or installation, and in compliance with all applicable laws. Notwithstanding the foregoing, all of Tenant's then-current Tenant Improvements are deemed approved by Landlord. Any new Tenant Improvements desired after the Commencement Date will be subject to this provision.

- 3. <u>Term.</u> The term of this 2029 Lease commences as of January 1, 2029, and shall continue hereunder until midnight on December 31, 2043 for a period of fifteen (15) years, unless sooner terminated as provided herein. The term of this 2029 Lease is hereinafter referred to as the 2029 Lease, "Lease Term" or "Term."
- 4. <u>Title to Improvements.</u> Free and clear title to any and all improvements and fixtures purchased or constructed by Tenant and installed upon the Premises shall upon such termination vest in Landlord without additional cost or expense to Landlord, and Tenant shall execute such additional documents as Landlord may reasonably require effectuating such transfer of title.

5. Rent.

- (a) <u>Fixed Minimum Rent or Base Rent</u>. Beginning on January 1, 2029, Tenant shall pay to Landlord each month a fixed amount of rent ("Fixed Minimum Rent" or "Base Rent") for the Premises which shall initially be based on Market Rent less a 50% public service discount. Market Rent shall be established by Section 5(c) Market Rent. Tenant must meet all required use provisions (Section 6.a. Use) to receive the public service discount and avoid being in default of this 2029 Lease (Section 17, Tenant Default). If Tenant is in default of Section 6.a. Use provisions, commencing on the first of the month following default, Tenant shall pay to Landlord Fixed Minimum Rent equal to 100% of Market Rent until Tenant vacates space either voluntarily or through default proceedings.
- (b) Adjustments to Base Rent. On April 1, 2030, and each year thereafter on April 1 for the term of this 2029 Lease, the Base Rent in effect for the month immediately preceding the adjustment date shall be adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose Metropolitan Area, (All Items) for the preceding calendar year. In no event shall the Base Rent be decreased.
- (c) <u>Market Rent.</u> "Market Rent" shall mean the fair market monthly rent for the Premises. Market Rent shall be established no sooner than six (6) months prior to the 2029 Lease Commencement date (no earlier than July 1, 2028), provided that Tenant is not then in default of any of the terms or conditions under the 2004 Ground Lease.

No earlier than July 1, 2028, but no later than ninety (90) days of commencement of the 2029 Lease, Landlord shall determine the Market Rent for the Premises in its sole and absolute discretion and provide Tenant with written notice of the Market Rent. Landlord may elect to set the Market Rent for the Premises for the first year of the term under the 2029 Lease by determining the average monthly rent per square foot of the second story suites at the Building (200, 204, 208, 212, 216, 220 but excluding 222 and 234), using the highest monthly rental rates charged by Tenant to its sublessees for the suites during the period of years 2026-2028. The average monthly rental rate per square foot for the applicable suites will then be multiplied by 1,639 SF for the Premises to determine the Market Rent. This Market Rent, less 50% public service discount as described in 6(c) Use, below, if applicable, shall be the initial Base Rent under this 2029 Lease, and shall be binding. Tenant shall keep full and complete records of its sublease agreements for the applicable suites for a period of ten years.

If Tenant disputes the Market Rent set by Landlord, Tenant may request a Market Rent Review in writing to Landlord within ten (10) days of Landlord's notice of the Market Rent and in accordance with the process set forth herein.

(d) Market Rent Review.

- (i) In the event that Tenant disputes the initial Market Rent set by Landlord, then within 10 days after a request for Market Rent Review, both Parties shall act in good faith to mutually agree to appoint an appraiser with at least five (5) years commercial appraisal experience in the seven (7) years immediately preceding the appraisal, within a radius of twenty-five (25) miles from the Premises, to appraise and set the applicable Market Rent which shall result in a fair market value for Market Rent. The Party requesting a Market Rent Review shall bear the sole costs associated with the appraisal.
- (ii) If the Parties are unable to mutually agree on the appointment of a single appraiser, each party may at their own cost, appoint their own appraiser who shall be a Member of the Appraisal Institute (MAI) or equivalent organization, and meet the qualifications stated in this paragraph, such that the two appraisers must determine the Market Rent. Market Rent shall then be set by accepting the average of the the fair market rent as established by each Party's respective appraiser.
- (iii) The Parties may also have the option of mutually selecting a third appraiser, who meets the qualifications stated in this paragraph. Each of the Parties shall bear one-half (1/2) of the cost of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either Party.
- (iv) In the event of three (3) appraisals, the fair market rent values shall be added together and their total divided by three; the resulting quotient shall be the amount of Market Rent for the Premises. If any appraisal is more than 25% above or below the middle appraisal, it shall not be considered in determining the Market Rent. If only one appraisal is disregarded, then the other two appraisals shall be added together and their total divided by two and the resulting quotient shall be the applicable Market Rent. If both the high and low appraisals are disregarded, then the middle appraisal shall establish Market Rent.
- (v) The 50% public service discount shall not be considered by the appointed appraiser(s) in determining Market Rent.
- (vi) In the event a Party initiates a Market Rent Review, Base Rent during the Market Rent review period shall be based on the Market Rent as initially determined by Landlord, and less if applicable, a 50% public service discount as described in 6(c) Use, below, and shall be binding until such time that Market Rent is determined and retroactively applied. Any payment reflecting necessary adjustments to either Tenant or to Landlord shall be made within sixty (60) days of notice of the final Market Rent's determination.

- (e) <u>Lease Year.</u> The term "lease year" means the period during the lease term commencing on April 1st of each year and ending at midnight on March 31st of the next succeeding year. The term "lease month" means the period from the 1st day of each calendar month during the lease term through the last day of the calendar month.
- (f) Payment of Fixed Minimum Rent. The Fixed Minimum Rent shall be payable monthly in advance, without notice, offset, or abatement, by the first day of each calendar month of the Lease Term. All rent and other sums payable by Tenant hereunder shall be paid to Landlord in currency of the United States of America (or by personal check unless Landlord otherwise notified Tenant) at Landlord's address set forth in Paragraph 23 hereof, or at such other place as Landlord may from time to time designate in writing.
- (g) <u>Delinquent Payment</u>. Rent payments received on or after the 21st day of the month shall be deemed Delinquent Payments. A delinquency fee in the then current amount as set by the Landlord's Board of Port Commissioners shall be applied to any delinquent payment. In addition, interest in the then current amount as set by the Landlord's Board of Port Commissioners shall be applied on the last day of each month to the unpaid balance until paid in full.
- (h) Security Deposit. Tenant will, no later than twenty (20) days prior to the commencement date of this 2029 Lease, deposit with Landlord a sum equivalent to one month's Market Rent for the Premises reduced by the 50% public service discount as security for the faithful performance by Tenant of all of its obligations hereunder. If Tenant fails to pay rent or any other sums due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply, or retain all or any portion of the Deposit for the payment of any rent or other sum in default, or to compensate Landlord for the payment of any other sum which Landlord may become obligated to spend by reason of Tenant's default, or to compensate Landlord for any expenditures, loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant shall within ten (10) days after written demand therefor, deposit with Landlord an amount in cash sufficient to restore the Deposit to the full amount hereinabove stated. Landlord shall not be required to keep the Deposit separate from its general funds. The Deposit, less any portion thereof which Landlord is entitled to retain, shall be returned, without payment of interest, to Tenant within thirty (30) days after the later of expiration of the term hereof or the date on which Tenant vacates the Premises.

6. Use.

(a) Permitted Use as Non-Profit/Tax Exempt Status. Tenant shall use the Premises solely for the business of conducting therein a non-profit, tax-exempt (IRS section 501(c)(3) or its successor statute) public education foundation focusing on marine biology, ecology and navigation for the purpose of providing marine education services for the general public and office space necessary for administration of the public education foundation. Other than non-exclusive use of the public second story deck area, Tenant shall not use, or permit to be used by others under Tenant's control, areas not included in the Premises for any purpose.

- (b) Outdoor/Public Areas. Landlord is the owner of the public right-of-way and outside areas surrounding and adjacent to the Premises described herein. The second story deck area and first story patio/sidewalk areas adjacent to the Building are not included in the Premises leased. Tenant does not hold any ownership or vested property interest in these public areas by virtue of this Lease. Tenant's use of any exterior areas for outdoor seating, classes, special events, storage, merchandise displays or any other purpose is subject to review and approval by the California Coastal Commission at Tenant's sole expense. Landlord acknowledges Tenant's right to non-exclusive use of the second story public deck for OSO classes. Landlord retains the priority and the right to use the second story deck for special events, though such use by Landlord is not intended to interfere with OSO classes. Use of ground floor patio/sidewalk areas adjacent to the Building may be available by special permit as reviewed and issued by Landlord at Landlord's sole discretion and subject to all applicable fees and conditions. Termination or restriction of use of the public areas shall not be the basis for: any liability against the Landlord, or for any reduction of rental payments due under the Lease.
- (c) <u>Condition of Premises</u>. Tenant acknowledges that it recognizes the uniqueness of the Premises and adjacent outdoor area, and accepts them in their current and disclosed "AS IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS" condition existing on the Effective Date of this Agreement, subject to all applicable zoning, city, county, or state laws, ordinances and regulations affecting the use of the Premises and adjacent outdoor area. Tenant acknowledges that it has satisfied itself, by its own independent investigation, that the Premises and adjacent outdoor area are suitable for its intended use and neither Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the Premises and/or outdoor area for the conduct of Tenant's program, operation, or business.
- (d) <u>Provision of Services.</u> Tenant shall maintain the necessary personnel, facilities and equipment, including the use of a suitably sized vessel, at all times during the Lease Term to conduct a public education foundation on the Premises.
- (e) <u>Continuous Use.</u> Tenant shall continuously and uninterruptedly during the Lease Term, during all normal business hours, and on such days as a majority of the other businesses in the Santa Cruz Small Craft Harbor are open for business, occupy and use the entire Premises for the purpose of operating a non-profit, tax exempt (IRS section 501(c)(3) or successor statute) public education foundation providing on marine education services for the general public on the Premises. Tenant shall at all times employ its best business judgment, efforts, and abilities to so operate the foundation conducted by Tenant on the Premises in a manner calculated to service adequately the public demand for the goods and services included within the business permitted herein.
- (f) <u>Refuse Disposal.</u> Tenant shall be entitled to use refuse facilities provided in the concession parking lot for the disposal of dry refuse generated from Tenant's operations on the Premises, which facilities shall be situated at the location designated from time to time by Landlord. Tenant shall collect, sort and recycle refuse materials in accordance with the City of Santa Cruz Solid Waste and Recycling requirements.
 - (g) <u>Hazardous Materials.</u>

- (i) Tenant warrants and agrees that no goods, merchandise, or materials shall be kept, stored, or sold in such a manner as to create any unusual hazard on the Premises; and no offensive or dangerous trade, business, or occupation shall be conducted thereon, and nothing shall be done on the Premises which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the Premises or upon adjacent properties or improvements thereon.
- (ii) No machinery or apparatus shall be used or operated on the Premises which will in any way injure the Premises, or adjacent properties or improvements thereon.
- (iii) Tenant, at its sole cost and expense, shall comply with all Laws (as defined herein) affecting the Premises relating to the storage, placement, use and disposal of Hazardous Materials by Tenant, its agents, employees, invitees or contractors. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord, its officers, directors, employees and its agents (collectively, the "Landlord Indemnified Parties") harmless from and against any and all claims, judgments, losses, orders, demands, causes of action, directives from environmental regulatory agencies, costs and liabilities, including without limitation attorneys' fees and costs, arising out of or in connection with the storage, placement, use or disposal of Hazardous Materials on or about the Premises by Tenant, its officers, directors, agents, employees, invitees, or contractors.
- (iv) If the presence of Hazardous Materials introduced to the Premises by Tenant, its officers, directors, agents, employees, invitees or contractors results in contamination or deterioration of any improvements, water, soil, or other environmental media, then Tenant, at its sole cost and expense, shall promptly take any and all action necessary to investigate and clean up such contamination and restore the Premises and to the condition existing prior to the introduction of any Hazardous Materials.
- (v) The term "Laws" shall mean any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal or other government agency or authority having jurisdiction over the parties to this Lease or the Premises, or both, in effect either at the date this Lease is fully executed or any time during the Term of this Lease.
- (vi) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States government. The term "Hazardous Materials" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground

Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), and any amendments or successor statutes thereto.

- (vii) The obligations of Tenant under subparagraphs 6(e)(i) through 6(e)(vii) shall survive the expiration of the Lease Term.
- (viii) Tenant shall indemnify the Landlord Indemnified Parties from any damages suffered by any of the Landlord Indemnified Parties, including, without limitation, cleanup costs, as a result of the generation, use, storage, transport or release of Hazardous Materials by Tenant in, on or about the Premises or the Property. Prior to bringing or allowing any Hazardous Materials to be brought onto the Premise, Tenant shall notify Landlord as to the identity of said materials and the safeguards to be used in connection therewith. Landlord shall be entitled, in its sole discretion, to refuse to allow Hazardous Materials to be brought onto the Premises. Landlord's consent to the introduction of any hazardous material onto the Premises (i) shall not release Tenant from its duty to indemnify the Landlord Indemnified Parties for any damages resulting from such materials, (ii) shall not be deemed to waive Landlord's right to disapprove of any subsequent introductions of hazardous materials onto the Premises whether of the same or of a different nature than the material to which Landlord consented, and (iii) may be revoked at any time, in Landlord's sole discretion, whereupon Tenant shall remove such materials from the Premises within five (5) days of receipt of Landlord's demand for removal. In all events, if any hazardous materials become located upon the Premises for any reason other than as consented to by Landlord in accordance with the foregoing procedure, Tenant shall immediately notify Landlord as to the same.
- (h) <u>Effect on Navigable Waters.</u> Under federal law, no construction, installation, dredging, filling, or other activity which would have an effect on navigation may be conducted in or adjoining navigable waters without a permit therefore first being issued by the Secretary of the Army. The Port Director in his/her sole discretion determines whether any proposed facility of Tenant may be construed to have an effect on navigation. In the event the Port Director so determines, Tenant shall prepare at its expense a permit application for submittal by Landlord in Landlord's name to the Corps of Engineers, United States Army. The permit application shall be prepared in strict conformity with regulations published by the United States Army.
- (i) Non-permitted Uses. Tenant shall not permit the Premises to be used for any purpose not described in Paragraph 6(a), or for any unlawful purpose; and Tenant shall not perform, permit, or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of the laws and ordinances of the United States, State of California, or City of Santa Cruz, as the same may be now or hereafter in force and effect. Without limiting the generality of the foregoing, Tenant specifically agrees not to cause or permit generation of unreasonable levels of

noise from any activity on the Premises which might disturb live-a-board slip licensees or residential neighbors of the Port District from 10 p.m. until 6:00 a.m. each day during the Lease Term.

compliance with Laws. Tenant shall abide by all applicable Laws, rules, codes, regulations, resolutions, ordinances and statutes of Landlord, the City of Santa Cruz, County of Santa Cruz, California Coastal Commission, State of California, or other governmental body where applicable, respecting the use, operation, maintenance, repair or improvement of the Premises and equipment therein, and shall pay for any and all licenses or permits required in connection with the use, operation, maintenance, repair, or improvement of the Premises. Landlord shall have no responsibility for obtaining any such licenses or permits, and shall have no liability to Tenant (nor shall Tenant have any right to terminate the Lease or receive abatement of rent or other charges) if Tenant, for any reason, is unable to obtain any such permits. Tenant acknowledges that Landlord has made no warranties or representations to Tenant regarding the suitability of the Premises for Tenant's intended use, and Tenant waives all claims against the Landlord Indemnified Parties regarding the suitability of the Premises for Tenant's intended uses.

7. Ownership of Improvements.

- (a) <u>Title.</u> All structures, buildings, improvements, additions, and fixtures now existing or hereafter constructed, erected, or installed in or upon the Premises, and all alterations and additions thereto, shall be deemed a part of the Premises and title shall be vested in Landlord, and upon expiration or sooner termination of the Lease Term shall remain upon and be surrendered with the Premises as part thereof.
- (b) <u>Liens.</u> Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Tenant shall indemnify and hold Landlord harmless against liability, loss, damage, cost, and all other expenses (including but without limitation, attorneys' fees) arising out of claims of lien for work performed or materials or supplies furnished at the request of Tenant or persons claiming under Tenant.

8. Construction of Improvements.

- (a) <u>No Landlord Improvements.</u> Landlord shall not be obligated to install or construct any improvements, additions, or alterations (collectively "improvements") on the Premises during the Lease Term.
- (b) <u>Tenant Improvements</u>. All improvements, additions, or alterations Tenant may desire in the future shall be done in accordance with the provisions of this Paragraph 8(b). Tenant shall not construct any improvements to or modify the Premises in any way without the prior written consent of Landlord which shall not be unreasonably withheld. Any improvements to the Premises which are permitted by Landlord shall be installed or constructed by Tenant at Tenant's sole cost and expense; provided that, before commencing the installation or construction of any improvements on the Premises Tenant shall submit to Landlord, for Landlord's approval, final plans, specifications, and a site plan prior to applying for any permits for such improvements. Upon obtaining Landlord's approval, Tenant shall not amend or otherwise change such plans, specifications, or site plan without first obtaining Landlord's

approval of such amendment or change. Tenant shall be solely responsible for obtaining all other governmental permits or approvals required for the installation or construction of any such improvements to the Premises, including, but not limited to, Coastal Commission approval, and approval of the City or County of Santa Cruz, and Landlord shall have no liability whatsoever for Tenant's inability or failure to obtain any such permits or approvals, and shall provide same to Landlord prior to commencing any work.

Tenant shall give at least fifteen (15) days' advance notice to Landlord before actually commencing any improvement work on the Premises so that Landlord can post a notice of non-responsibility, if Landlord so chooses. Tenant shall call Landlord to request inspections at regular intervals as determined by Landlord, but in no event less than biweekly. Upon completion of any such improvements, Tenant shall deliver to Landlord a complete set of "as-built" plans respecting such improvements. Tenant shall use licensed and insured contractors. Contractor's insurance shall at a minimum meet the requirements applicable to Tenant in Section 10, including Landlord, its officials, officers, directors, employees and volunteers as additional insureds, and a waiver of subrogation in Landlord's favor. Any contract between Tenant and any contractor relating to any improvement work is subject to Landlord's prior approval and shall contain release, defense and indemnity provisions in Landlord's favor to the fullest extent permitted by law.

Notwithstanding the foregoing and consistent with Section 2 herein, all of Tenant's thencurrent Tenant Improvements as of the Commencement Date are deemed approved by Landlord. Any new Tenant Improvements desired after the Commencement Date will be subject to this Section 8.

(c) Americans With Disabilities Act. Throughout the term of this Lease, Tenant acknowledges and expressly accepts full responsibility and shall incur all costs and expenses for compliance with the requirements of the Americans with Disabilities Act (ADA) and any other local, state or federal law or regulation regarding the accessibility of the Premises by disabled individuals. Tenant agrees to release, indemnify, defend and hold Landlord (and its officers, directors, employees and agents) harmless for any claim, loss, expense or liability arising from Tenant's failure to fully comply with all such laws or regulations.

Taxes and Assessments.

- (a) Payable by Tenant. Tenant shall pay directly to the taxing authority during each year or partial year during the Term hereof, all real and personal property taxes, general and special assessments, use and possessory taxes, environmental protection charges, and other charges of every kind or description whatsoever, foreseen or unforeseen, levied on or assessed against the Premises, improvements or personal property therein, the leasehold estate or any subleasehold estate permitted by Landlord. Tenant shall pay each installment of such taxes and assessments prior to the date such installment becomes delinquent. The taxes and assessments to be paid by Tenant hereunder shall be prorated at the end of the Lease Term, in order that Tenant will pay only the proportionate part of said taxes and assessments attributable to the period of the Lease Term. Tenant shall pay all supplemental or escape assessment levied or assessed against the Premises.
- (b) <u>Substitute Taxes.</u> If at any time during the Lease Term, under the laws of the United States of America, the State of California, or any political subdivision thereof in which the

Premises are located, a tax on rent or other charge by whatever name called, is levied, assessed, or imposed against Landlord, or against the rent payable hereunder to Landlord, as a substitute in whole or in part for any of the taxes described in Paragraph 9(a), Tenant, to the extent such substitute tax or other charge relieves Tenant from the payment of taxes provided for herein, shall pay such tax or other charge in the manner provided in this Paragraph 9.

10. Insurance.

- Landlord's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Lease, fire and extended coverage insurance satisfactory to Landlord covering the Premises and all improvements therein in an amount not less than eighty percent (80%) of the actual replacement cost thereof. The insurance provided for in this Paragraph 10(a) shall, in Landlord's sole and absolute discretion, provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils ("special form"), and loss of rents covering Base Rent for a period of up to twelve (12) months, and shall contain an inflation endorsement. Insurance proceeds thereunder shall be payable to Landlord. Landlord is not responsible for any damage to Tenant's property and shall have no obligation to insure against loss by Tenant to Tenant's leasehold improvements, fixtures, furniture, or other personal property in or about the Premises occurring from any cause whatsoever and Tenant shall have no interest in the proceeds of any insurance carried by Landlord. Landlord shall be entitled to carry any such insurance in the form of a blanket policy covering property in addition to the Premises. Landlord may, at Landlord's sole discretion, bill Tenant for the cost of the above described insurance in an amount proportional to the square footage of the Premises as calculated from Landlord's inventory of insured spaces and the premiums charged by Landlord's insurer for all of the square footage of buildings covered by such insurance policy. The Tenant's share of such insurance premiums shall be Additional Rent and shall be payable within fifteen (15) days of receipt of an invoice for such Additional Rent. Landlord, in its sole discretion, may allow Tenant to pay such Additional Rent in 12 equal monthly installments or may require Tenant to pay such Additional Rent in one installment.
- (b) <u>Tenant's Insurance.</u> During the Term of the Lease, Tenant shall maintain, at its sole cost and expense, the following insurance policies:
- (i) Property Insurance covering risks of loss normally insured under a "special form" policy, covering Tenant's leasehold improvements, fixtures, equipment, furniture and other personal property in or about the Premises. Landlord shall be a loss payee as its interests shall appear.
- (ii) Commercial General Liability Insurance protecting Landlord and Tenant against liability for bodily injury and property damage, including contractual liability coverage and products liability, as well as "personal and advertising injury" liability occasioned by any occurrence in, on, about, or related to the Premises in an amount not less than Two Million Dollars (\$2,000,000) each occurrence and annual aggregate. Such policy shall also include liquor liability coverage. Tenant shall cause Landlord, its employees, officials, officers, directors, agents and volunteers to be named as an additional insured under such policy.
- (iii) Workers' Compensation and Employer's Liability Insurance as required by applicable law against liability arising on account of injuries or death to workers or employees on the Premises or any improvement of Tenant. Such workers' compensation insurance shall be in amounts

at least equal to the maximum liability of Tenant, its agents, and contractors under the Workers' Compensation Insurance and Safety Act of the State of California and the Federal Longshore and Harbor Workers' Compensation Act, as applicable. Tenant shall also maintain Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000). Such insurance shall include a waiver of subrogation in favor of Landlord.

- (iv) If Tenant commits permits or causes the conduct of any activity or the bringing or operation of any equipment on or about the Premises creating unusual hazards, Tenant shall promptly, upon notice from Landlord, procure and maintain in force during such activity or operation insurance sufficient to cover the risks represented thereby. Landlord's demand for unusual hazard insurance shall not constitute a waiver of Landlord's right to demand the removal, cessation or abatement of such activity or operation.
- (v) Tenant shall procure, at Tenant's own cost and expense other insurance in amounts from time to time reasonably required by Landlord against other insurable risks if at the time they are commonly insured against for premises similarly situated and containing comparable improvements Including, but not limited to, Builder's Risk Insurance during construction of any improvements.
- (vi) All policies shall be placed with insurers admitted or eligible to do business in the State of California and rated A VIII or better by A.M. Best. All policies shall include endorsements stating that Landlord shall have at least thirty (30) days prior written notice of policy cancellation, or ten (10) days' notice in the event of cancellation for non-payment of premium. Tenant shall furnish Landlord with Certificates of Insurance showing evidence of the required insurance upon execution of this Lease and thereafter upon renewal or replacement of policies.
- (c) <u>Waiver of Subrogation.</u> Tenant and Landlord each hereby waives any and all rights of recovery against the other, and against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any property insurance policy in force at the time of such loss or damage to the extent of the insurance proceeds actually paid in connection therewith. Tenant and Landlord shall, upon obtaining any of the policies of insurance required or desired hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of rights of recovery is contained in this Lease, and shall each use their best efforts to cause the insurer for each such policy to waive in writing any rights of subrogation it may have against the other party.
- (d) <u>Submittal of Policies.</u> Tenant agrees to deposit with Landlord, at Landlord's request, a copy of each such policy or policies required hereunder and to keep such insurance in effect and the policy or policies therefore on deposit with Landlord during the entire Term of this Lease.
- (e) Review of Coverage. Landlord shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of Landlord, the insurance provisions in this Lease do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant to obtain (or may obtain at Tenant's expense) insurance sufficient in coverage, form and amount to provide adequate protection. Landlord's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

- (f) <u>Changes in Coverage.</u> Landlord shall give Tenant written notice of changes in the insurance requirement and Tenant shall deposit copies of acceptable insurance policies or Certificates of Insurance with Landlord incorporating such changes within sixty (60) days following receipt of such notice.
- (i) The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Tenant shall be obligated the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Lease or with use or occupancy of the Premises.
- (g) <u>Landlord's Remedies</u>. In case of failure on the part of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 10, Landlord may, but is not required to, at its discretion, and in addition to any other remedies it may have upon failure of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 10, procure or renew such insurance and pay any and all premiums therefore and all monies so paid by Landlord shall be repaid by Tenant to Landlord upon demand.

11. Indemnification.

- (a) <u>Tenant's Hold Harmless.</u> To the fullest extent permitted by law and except as expressly stated otherwise herein, Tenant hereby indemnifies Landlord, its employees, elected officials, officers, attorney, agents and volunteers (collectively, the "Landlord Indemnified Parties") against and holds them harmless from any and all claims, damage, cost, liability, or expense, including but not limited to attorneys' fees and costs of suit, resulting from or arising out of Tenant's use of the Premises, Tenant's default in the performance of any obligation of Tenant under this Lease, any act or failure to act of Tenant or any employees, agents, contractors, customers, or other invitees of Tenant occurring in or about the Premises, or construction of any improvements by Tenant in the Premises. Such indemnification specifically includes without limitation any damage to property or injury or death to any person arising from the use of the Premises by Tenant or from the failure of Tenant to keep the Premises in good condition, order and repair. Tenant expressly agrees to exercise due care in the handling of fuel or any other flammable materials in, on, or around the Premises. Tenant shall maintain on the Premises adequate firefighting equipment, which shall remain under the use, control, maintenance, and repair of Tenant.
- (b) Tenant's Waiver of Claims. Tenant hereby waives all claims against Landlord Indemnified Parties for damage to any property, goods, wares, or merchandise of Tenant stored in, upon, or about the Premises, and for injury to persons in, upon, or about the Premises from any cause whatsoever arising at any time, except as may be caused by the willful misconduct of Landlord. Landlord shall not be liable to Tenant for any damage caused by any person, other than Landlord's personnel, in, upon, or about the Premises, whether a customer of Tenant or otherwise. Tenant expressly waives any claims against Landlord for damage to Tenant's business on the Premises or loss of goodwill or any other damage to Tenant arising from complete or partial closure of the Santa Cruz Harbor at any time and from time to time, whether such closure shall result from inclement weather, excess deposits of sand in the harbor, natural disaster or emergency or any other reason whatsoever. Landlord shall have no obligation or responsibility to prevent any such closures of the Santa Cruz Harbor; provided that, in the event any such closure shall be due to insufficient funding of Landlord,

Landlord shall make a good faith effort to keep the Santa Cruz Harbor open during the portion of the year the public makes greatest use of harbor facilities.

(c) <u>Landlord's Hold Harmless.</u> Landlord hereby indemnifies and holds Tenant harmless from and against any and all damage to property or injury or death to any person and occurring in, on or about the "Public Areas" as shown and described on <u>Exhibit "A"</u> hereto, but only in proportion to and to the extent caused by Landlord's sole negligence or willful misconduct.

12. Maintenance and Repairs.

- (a) <u>Tenant's Obligations.</u> Subject to Paragraph 15 below relating to damage and destruction, and subject to Landlord's maintenance responsibilities set forth in Paragraph 12(c) below, throughout the Term of this Lease Tenant shall, at Tenant's sole cost and expense, maintain the Premises and every part thereof, and all fixtures, machinery and equipment located in or on the Premises and utilized in the conduct of Tenant's business in first class condition, order and repair, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) municipal, county, state, federal, and other governmental agencies and bodies having or claiming jurisdiction of the Premises and all their respective departments, bureaus, and officials; and (2) all insurance companies insuring all or any part of the Premises or improvements or both. For purposes of this paragraph, the obligation to repair includes the obligation to replace as and when reasonably necessary. Without limiting the foregoing, Tenant at Tenant's sole cost shall maintain in good and safe condition, order and repair, and replace as and when necessary, all improvements made by Tenant to the Premises, including the rooftop solar panels which are vested in, and the responsibility of, Tenant.
- (b) Outside Areas. Tenant acknowledges that the cleanliness and neat and attractive appearance of the interior and exterior of the Building and all other areas of the Premises are a material concern of Landlord. Accordingly, Tenant shall continuously exercise diligence throughout the Lease Term in keeping the Premises and its non-exclusive use of the second story deck area and other outside areas within an approximate twenty-five foot radius of the Premises, in a clean, sanitary and attractive condition. Tenant shall arrange for regular and prompt disposal of garbage generated by Tenant's operations on the Premises, and shall not permit garbage or refuse to accumulate in or around the Premises. Tenant shall not cause or permit odors that Landlord in its reasonable discretion determines are offensive to emanate from the Premises and/or outside areas.
- (c) <u>Landlord's Obligations.</u> Notwithstanding anything to the contrary contained in this Paragraph 12, and subject to the provisions of Paragraph 15 below relating to damage and destruction, Landlord shall maintain in good condition, order and repair and replace if and when necessary:
 - (i) the structural portions of the exterior walls of the Building;
- (ii) the exterior surface of such walls and roof to the mid-way plane between the interior and exterior surfaces of such walls and roof, including exterior paint and texturing and the roof membrane, but excluding any plumbing, electrical or mechanical systems solely serving the Premises, and excluding repair or replacement of window breakage; and
- (iii) the structural portions of the floor of the Building, including any plywood subfloor; and

- (iv) the elevator; and
- (v) the second story exterior deck.

Landlord shall have no obligation to maintain or repair under this Paragraph 12(c) until a reasonable amount of time after receipt by Landlord of notice from Tenant of the need therefore, specifying the nature of the maintenance or repair needed. The parties agree that no more than thirty (30) days to begin maintain or repair is a reasonable amount of time under this provision.

13. <u>Utilities.</u> Tenant shall pay promptly as the same become due and payable all bills and costs for water, gas, electricity, telephone, cable, internet, refuse, sewer service charges, and any other utilities or services supplied to the Premises via separate meter or as apportioned by Landlord. Tenant shall also pay for all costs and connection charges for services and/or utilities it desires expanded or added to those presently available for Tenant's use. If additional garbage containers are required, Tenant shall arrange for bins and service from Santa Cruz Municipal Utilities at Tenant's sole cost and expense. Tenant shall use energy-saving fixtures wherever practicable, and shall cooperate in any conservation efforts undertaken by Landlord to reduce costs associated with utilities provided to Tenant at Landlord's expense. Landlord shall not be liable to Tenant for any interruption or failure of any utility or other services to the Premises.

14. Assignment, Subletting and Licensing.

- (a) <u>Landlord's Consent Required</u>. Tenant shall not assign, sublease, mortgage, pledge, hypothecate, encumber, license, or transfer the Premises or any part thereof, or this agreement or any rights or obligations hereunder, or grant any permit to any person(s) to use the Premises for any purpose not expressly stated within this Lease without Landlord's written consent, which is subject to Landlord's sole and absolute discretion.
- (b) <u>Permitted Assignments, Subleases and Licenses.</u> No assignment, sublease, or other transer of the portion of the Premises under this Lease, which is used for the public marine education foundation operation, identified as Suite 222, shall be allowed.

Tenant may, however, sublease or assign its interest in a portion of the Premises under this Lease identified as Suite 234, provided it first obtains Landlord's written consent in accordance with this Section 14, and the subleasee/assignee is enaged in operating a marine-related non-profit organization. Tenant must demonstrate to Landlord's reasonable satisfaction that the proposed transferee, subtenant or licensee is financially creditworthy, has sufficient experience in operating a marine-related non-profit organization, and will operate a business of the type and quality that Landlord determines is consistent with the permitted uses under this Lease and with the mix of businesses in the harbor and in a matter that supports the good reputation and image of Port District businesses as determined by Landlord. No assignment, sublease or license respecting all or any portion of the Premises shall operate to release Tenant or any guarantor of its obligations hereunder, from liability for full performance of Tenant's obligations hereunder subsequent to the date of any assignment or sublease. Notwithstanding the foregoing, Landlord consents toTenant's current subtenant, Surfrider Foundation, as a sublessee as of the Commencement Date, subject to the terms and conditions of this 2029 Lease.

- (1) <u>Sublease Assignments and Subleases</u>. No sublessee, licensee or assignee may sublease or assign any interest in the Lease without first obtaining Landlord's written consent thereto. Tenant agrees to provide Landlord with all terms and conditions of any agreement between Tenant and its sublessee, assignee, or other transferee.
- (2) <u>Sublease Rents or License Payments.</u> If Tenant shall enter into an assignment, sublease or license ("Transfer") hereunder:
 - (i) Tenant shall pay to Landlord fifty percent (50%) of the monthly rent or consideration payable by a subtenant or assignee to Tenant for the Transfer, which is in excess on a per square foot basis, of Tenant's Base Rent payable to Landlord (hereinafter, the "Excess Transfer Amount"). This Excess Transfer Amount shall be due and payable monthly to Landlord commencing with the Transfer date and in accordance with Section 5 (f) of this Lease and shall be subject to delinquent fees in accordance with Section 5 (g).
- (c) <u>Encumbrances.</u> Neither Tenant nor any Transfer shall allow any encumbrance of all or any portion of the Premises.
- (d) <u>Corporation or Partnership.</u> The assignment, pledge for security purposes, or other transfer during the Lease Term of any class of voting stock or other controlling interest in said corporation (whether in a single transaction or a series of transfers) which in the aggregate exceeds fifty percent (50%) of such class of stock or other controlling interest shall be deemed to be an assignment within the meaning of this Lease. If Tenant becomes a partnership, and Landlord consents thereto, the assignment, pledge, for security purposes, or other transfer during the Lease term of any interest in the partnership of a general or limited partner thereof, shall be deemed an assignment within the meaning of this Lease.

15. Damage or Destruction.

- (a) Partial Damage-Insured. Subject to the provisions of Paragraphs 15(b) and 15(c), if the Premises or any improvements therein are damaged, such damage involves damage to the Building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the Building), such damage was caused by an act or casualty covered under an insurance policy provided for in Paragraph 10, and the proceeds of such insurance received by Landlord are sufficient to repair the damage (or in the event any lender shall require such insurance proceeds to be applied to pay any sums owed under its loan), Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect.
- (b) Partial Damage-Under or Uninsured. Subject to the provisions of Paragraphs 15(a) and 15(d), if at any time during the term hereof the Premises or any improvements are damaged, such damage involves damage to the Building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the Building), and the insurance proceeds received by Landlord are not sufficient to repair such damage, or such damage was caused by an act or casualty not covered under an insurance policy, Landlord may at Landlord's option either (a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (b) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage. In the event Landlord elects to

give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right, within ten (10) days after receipt of such notice, to agree in writing on a basis satisfactory to Landlord to pay for the entire cost of repairing such damage less only the amount of insurance proceeds, if any, received by Landlord, in which event this Lease shall continue in full force and effect, and Landlord shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

- (c) <u>Total Destruction.</u> If at any time during the term hereof either the Premises or the improvements contained therein are damaged from any cause, whether or not covered by the insurance provided for in Paragraph 10, and such damage involves damage to the Building to the extent of eighty percent (80%) or more of the replacement value thereof (excluding excavations and foundations of the Building), including any total destruction required by any authorized public authority, this Lease shall at the option of Landlord terminate as of the date of such total destruction. Landlord shall exercise its right to terminate this Lease by delivery of notice to Tenant within thirty (30) days after the date that Tenant notifies Landlord of the occurrence of such damage. In the event Landlord does not elect to terminate this Lease, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible, and this Lease shall continue in full force and effect.
- (d) <u>Damage Near End of Term.</u> If the Premises or the improvements therein are destroyed or damaged in whole or part during the last year of the term of this Lease, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.
- (e) Abatement of Rent. Notwithstanding anything to the contrary contained elsewhere in this Lease, if the Premises are partially damaged and Landlord repairs or restores them pursuant to the provisions of this agreement Paragraph 15, the Base Rent payable hereunder for the period commencing on the occurrence of such damage and ending upon completion of such repair or restoration shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired during the period of repair; provided that, nothing herein shall be construed to preclude Landlord from being entitled to collect the full amount of any rental loss insurance proceeds if such rental loss insurance is then carried with respect to the Premises. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.
- (f) <u>Waiver.</u> Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4), and any similar or successor statutes relating to termination of leases when the thing leased is substantially or entirely destroyed, and agrees that such event shall be governed by the terms of this Lease.
- (g) <u>Tenant's Property.</u> Landlord's obligation to rebuild or restore shall not include restoration of Tenant's equipment, merchandise, or any improvements, alterations or additions made by Tenant to the Premises.
- (h) <u>Notice of Damage.</u> Tenant shall notify Landlord within five days after the occurrence thereof of any damage to all or any portion of the Premises. In no event shall Landlord have any obligation to repair or restore the Premises pursuant to this Paragraph 15 until a reasonable

period of time after Landlord's receipt of notice from Tenant of the nature and scope of any damage to the Premises, and a reasonable period of time to collect insurance proceeds arising from such damage (unless such damage is clearly not covered by insurance then in effect covering the Premises).

(i) Replacement Cost. The determination in good faith by Landlord of the estimated cost of repair of any damage, or of the replacement cost, shall be conclusive for purposes of this Paragraph 15.

16. Eminent Domain.

- (a) <u>Termination.</u> In the event the whole or any part of the Premises is condemned in the lawful exercise of the power of eminent domain by any public entity, then this Lease shall terminate as to the part condemned on the date possession of that part is taken.
- (b) <u>Partial Taking Renders Economically Unfeasible.</u> If only a part of the Premises is condemned, but such taking makes it economically unfeasible for Tenant to use the remainder of the Premises for the purposes contemplated by this Lease, then Tenant may, at its option, terminate this Lease as of the date possession of the condemned part is taken by giving written notice to Landlord of its intention within thirty (30) days following the date said possession is taken.
- (c) <u>Partial Taking with Business Continued.</u> If only part of the Premises is condemned and this Lease is not terminated as set forth above, then this Lease shall, as to the condemned portion of the Premises, terminate as of the date possession of such portion is taken. The Base Rent shall thereupon be reduced in the same proportion that the area of the Premises taken bears to the initial total area of the Premises. The Base Rent, as so reduced, shall continue to be subject to adjustment in accordance with Paragraph 5 hereof.
- (d) <u>Repairs.</u> Tenant shall, at its sole cost and expense and in a prompt and expeditious manner, make all necessary repairs or alterations to the remainder of the Premises so as to make them reasonably suitable for Tenant's continued occupancy for those uses and purposes contemplated by this Lease.
- (e) <u>Compensation.</u> All compensation awarded or paid upon the total or partial taking of the fee title to the Premises or part of the Premises, or for the taking of all or any portion of the Premises, shall belong to Landlord. The Building and other improvements made by Landlord on the Premises at Landlord's expense shall belong to Landlord. Landlord shall not be entitled to any compensation paid to Tenant for costs incurred by Tenant in removing its furniture, equipment, and trade fixtures from the condemned Premises. Nor shall Landlord be entitled to any compensation paid to Tenant in the proceedings or action for such taking with respect to removal or relocation costs, or anticipated or lost profits (excluding the value of this Lease to Tenant) or damages to any personal property or detriment to the business of Tenant, or any special damages to Tenant (excluding the value of this Lease to Tenant).
- 17. <u>Tenant Default.</u> Tenant shall be deemed in default under this Lease upon occurrence of any of the following:
- (a) Tenant fails to pay a monetary sum when due under this Lease (provided that Tenant shall not be deemed in default if Tenant pays such sum within 10 days after notice from

Landlord that such sum is overdue; and provided further that, Tenant shall not be entitled to any such 10 day grace period or notice and shall be deemed in default immediately upon failure to so pay when due if Landlord has already delivered two notices of overdue payments within the immediately preceding 12 month period;

- (b) Tenant fails to perform any of its other obligations under this Lease; provided that, if such failure is of the nature that it may be cured, Tenant shall not be deemed in default if Tenant cures such failure within 20 business days, or in the event the cure can not be reasonably completed within 20 business days begins substantial efforts to cure within 20 business days, after written notice from Landlord of such failure;
- (c) Tenant's interest in the Premises or the Lease, or any part thereof, is assigned or transferred, either voluntarily or by operation of law (except as expressly permitted by other provisions of this Lease), including, without limitation, the filing of an action by or against Tenant, or by any member of Tenant if Tenant is a partnership or joint venture, under any insolvency or bankruptcy laws, or if Tenant makes a general assignment for the benefit of its creditors, or;
 - (d) Tenant vacates, abandons, or surrenders the Premises during the lease term.
- (e) Tenant fails to comply with or obtain any necessary permit or license. Tenant shall not be deemed in default if Tenant cures such failure within 20 days after notice from Landlord of such failure
- (f) In the event of a default by Tenant under this Lease, Landlord may pursue such remedies as it may have for such default under law or in equity, including but not limited to the remedies set forth below.

Furthermore, any default by Tenant of that Lease Agreement entered into by and between Santa Cruz Port District and O'Neill Sea Odyssey dated January 1, 2004, shall be deemed a default of this 2029 Lease, and vice versa. This paragraph shall remain in full force and effect upon any assignment, sublease or transfer any interest in the Premises by Tenant as provided in Section 14 above.

- 18. Remedies. In the event of any breach or default by Tenant, Landlord may, at Landlord's option, exercise any and all rights available to a landlord under the laws of the State of California (including, but not limited to, those rights and remedies set forth in California Civil Code Sections 1951.2, 1951.4, and 1951.8), including, without limitation, the right to do any of the following:
- (a) <u>Repossession</u>. Landlord may repossess the Premises and remove all persons and property therefrom. If Landlord repossesses the Premises because of a material breach of this Lease, this Lease shall terminate and Landlord may recover from Tenant:
- (i) the worth at the time of award of the unpaid rent which had been earned at the time of termination including interest at ten percent (10%) per annum or the maximum allowed by law whichever is less;
- (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of

such rental loss that Tenant proves could have been reasonably avoided including interest at ten percent (10%) per annum or the maximum allowed by law whichever is less;

- (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, computed by discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%); and
- (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.
- (b) <u>No Repossession.</u> If Landlord does not repossess the Premises, then this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the rent and other sums due from Tenant hereunder. For the purposes of this Paragraph 18, the following do not constitute a termination of Tenant's right to possession:
- (1) Acts of maintenance or preservation by Landlord or efforts by Landlord to relet the Premises; or
- (2) The appointment of a receiver by Landlord to protect Landlord's interest under this Lease.
- 19. Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants, agreements, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party, as a part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. "Prevailing party" within the meaning of this paragraph shall include, without limitation, a party who brings an action against the other party after the other party's breach or default, if such action is settled or dismissed upon the payment by the other party of the sums allegedly due or performance of the covenants allegedly breached or the plaintiff obtains substantially the relief sought by it in the action.
- 20. Removal of Property. Tenant hereby irrevocably appoints Landlord as agent and attorney in fact of Tenant, to enter upon the Premises, in the event of a default by Tenant hereunder, and to remove any and all furniture and personal property whatsoever situated upon the Premises, and to place such property in storage for the account of and at the expense of Tenant. In the event that Tenant shall not pay the cost of storing any such property after the property has been stored for a period of 90 days or more, Landlord may sell any or all of such property, at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant or any demand upon Tenant for the payment of any part of such charge or the removal of any such property, and shall apply the proceeds of such sale first to the costs and expenses of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs of or charges for storing any such property; third, to the payment of any other sums of money which may

then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

21. Subordination.

- (a) <u>Subordination of Lease.</u> This Lease, at Landlord's option, shall be subordinate to any mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon all or any portion of the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee or trustee shall elect to have this Lease prior to the lien of its mortgage or deed of trust, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or deed of trust, whether this Lease is dated prior or subsequent to the date of said mortgage or deed of trust or the date of recording thereof.
- (b) <u>Execution of Documents.</u> Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage or deed of trust, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead, to do so.

Landlord's Right to Reenter.

- (a) <u>Peaceable Surrender.</u> Tenant agrees to yield and peaceably deliver possession of the Premises to Landlord on the date of termination of this Lease, regardless of the reason for such termination. Upon giving written notice of termination to Tenant, Landlord shall have the right to reenter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Lease and reentry of any Premises by Landlord shall in or way alter or diminish any obligation of Tenant under the Lease terms and shall not constitute an acceptance or surrender.
- (b) <u>Waiver of Redemption and Stipulated Damages.</u> Tenant waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any reason or in the event Landlord reenters and takes possession of the Premises in a lawful manner.
- 23. Reservations to Landlord. The Premises are accepted by Tenant subject to any and all existing easements and encumbrances. Landlord reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, stormwater sewer, pipelines, manholes, and connections; water and gas conduits; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along any part of the Premises, and to enter the Premises for any and all such purposes. Landlord also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. No right reserved by Landlord in this clause shall be so exercised as to interfere unreasonably with Tenant's operations hereunder.

Landlord agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the land shall be restored as early as practicable to its original condition upon the completion of any construction. Landlord further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Premises by Tenant, the monthly Base Rent may be reduced on a temporary basis in proportion to the temporary interference with Tenant's use of the Premises, based on the Landlord's sole and absolute discretion.

- 24. <u>Building/Premises Closure</u>. Tenant acknowledges and understands that for public health, welfare and safety reasons, the Building and/or Premises may be subject to closure (either full or partial) due to conditions and/or events, including, but not limited to, ocean (including, but not limited to, high surf), waterfront and/or weather related conditions, as well as Force Majeure events (as defined in Section 25 Force Majeure) (collectively "Closure Conditions"). Tenant enters into this Lease with full knowledge of the existing conditions of the Premises and its exposure to Closure Conditions, and with the understanding that at any point during the Term, Landlord may close the Building and/or Premises to public and tenant access and use (including, but not limited to Tenant's access and/or use) due to Closure Conditions, without any liability to Tenant by virtue of such closure and/or related actions. During any such period of closure where Tenant is completely unable to access and use the Premises, Tenant shall not be in default to Landlord for failure to continuously operate pursuant to Section 6.c. Use.
- 25. <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, abnormal adverse weather conditions, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of and not caused by the fault or negligence of the party obligated to perform, shall excuse the performance by such party for a period equal to that resulting from such prevention, delay or stoppage. However, nothing contained in this Section shall excuse the prompt payment of rent by Tenant as required by this Lease. Tenant's obligations to make payment for rental and other charges pursuant to the terms of this Lease shall be excused or reduced only as elsewhere expressly and specifically provided in this Lease.
- 26. <u>Notices.</u> All notices, statements, demands, requests, approvals or consents given hereunder by either party to the other party shall be in writing and shall be sufficiently given and served upon the other party if served personally or if sent by first class mail of the United States Postal Service, certified, return receipt requested, postage prepaid, and addressed to the parties as follows:

Landlord:

SANTA CRUZ PORT DISTRICT

Attention: Port Director

135 5TH Avenue

Santa Cruz, CA 95062

Tenant:

O'NEILL SEA ODYSSEY Attention: Executive Director

2222 East Cliff Drive, Suite 222

Santa Cruz, CA 95062

or to such other address as any party may have furnished to the others as a place for the service of notice. Notices sent by mail shall be deemed served on the date actually received, as indicated on the return receipt.

- 27. <u>No Commission.</u> Landlord and Tenant each agree that Landlord and Tenant, respectively, have not had any dealings with any realtor, broker, or agent in connection with the execution of this Lease. Tenant shall pay the commission or compensation payable to any agent or broker employed by Tenant in connection with the execution of this Lease.
- 28. <u>Waiver.</u> The waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. Landlord's acceptance of partial payments of rent or any other sum due hereunder shall not be deemed a waiver of its right to recover the full amount of such payment and shall not be deemed an accord and satisfaction whether or not the amount due is disputed by the parties.
- 29. <u>Holding Over.</u> Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable other than Base Rent which shall be increased to 150% of the current Base Rent.
- 30. Parking. Tenant acknowledges that all parking areas and all other common areas within the Santa Cruz Small Craft Harbor shall remain under the operation and control of Landlord. Tenant possesses no legal interests with regard to the parking areas. The manner in which such areas and facilities are operated and maintained shall be at the sole discretion of Landlord, and the use of such areas and facilities shall be subject to such rules and regulations as Landlord shall make from time to time. Landlord shall have the right to regulate access and parking and to install parking meters and/or parking pay stations in such parking areas. Tenant shall be responsible for compliance with all parking rules and regulations as may be adopted and implemented by Landlord from time to time, including, without limitation, systems of validation, shuttle transportation or any other programs which may be deemed necessary or appropriate by Landlord to control, regulate or assist parking.
- 31. <u>Non-Discrimination.</u> Tenant agrees in the conduct of Tenant's business not to discriminate against any person or class of persons by reason of sex, race, creed, national origin, age, or physical condition. Tenant shall make its accommodations and services available to all persons on equal and reasonable terms.
- 32. <u>Entry by Landlord.</u> Landlord and its agents shall be entitled to enter into and upon the Premises at all reasonable times, upon reasonable notice (except in the case of an emergency, in which event no notice shall be required), during regular business hours for purposes of inspecting or making repairs, alterations or additions to all or any portion thereof, or any other part of the Building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, and during the 180 day period prior to the expiration of this Lease, to place upon the Premises any

usual or ordinary "for rent" signs and exhibit the Premises to prospective tenants at reasonable hours, all without any abatement of rent and without liability to Tenant for any injury or inconvenience to or interference with Tenant's business, quiet enjoyment of the Premises, or any other loss occasioned thereby.

33. Estoppel Certificates; Financial Statements.

Estoppel Certificates. Within fifteen (15) days after request therefor by Landlord, Holder, or any prospective mortgagee or owner, Tenant agrees as directed in such reasonable request to execute an Estoppel Certificate in recordable form, binding upon Tenant, certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates on which rent Fixed Minimum Rent, Sublease Rent and Percentage Rent have been paid; (iii) that Tenant is in the possession of the Premises if that is the case: (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no offsets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any offsets or defenses, a full and complete explanation thereof); (vi) that Tenant has accepted the Premises and the condition thereof and of all improvements thereto and has no claims against Landlord or any other party with respect thereto; (vii) that if an assignment of rents or leases has been served upon the Tenant by a Holder, Tenant will acknowledge receipt thereof and agree to be bound by the provisions thereof, (viii) that Tenant will give to the Holder copies of all notices required or permitted to be given by Tenant to Landlord; and (ix) to any other information reasonably requested. Tenant's failure to deliver such certificate within such time will be conclusive upon Tenant (A) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (B) that there are no uncured defaults in Landlord's performance, and (B) that not more than one month's rent has been paid in advance. Without limiting the foregoing, if Tenant fails to deliver any such certificate within such fifteen (15) day period, Landlord may deliver to Tenant an additional request for such certificate and the failure of Tenant to deliver such certificate within five days after delivery of such additional request shall be an Event of Default.

34. General.

- (a) Entire Agreement. This Lease, together with all Exhibits attached hereto which are incorporated herein by this reference, contains all of the terms, covenants, and conditions agreed to by Landlord and Tenant relating to the Premises and the subject matter hereof, and supersedes all promises and agreements, written or oral, by either party to the other relating in any way to the Premises which are not expressly set forth herein. Tenant is not relying on any representations or warranties made by Landlord, and acknowledges that Landlord has not made any representations or warranties to Tenant, except as may expressly be set forth herein. This Lease cannot and shall not be amended orally or in any manner other than by an agreement in writing signed by both Landlord and Tenant or their respective successors in interest.
- (b) <u>Covenants and Conditions.</u> Each term and each provision of this Lease performable by Tenant shall be construed to be both a covenant and a condition, all of which conditions shall be for the sole benefit of Landlord.

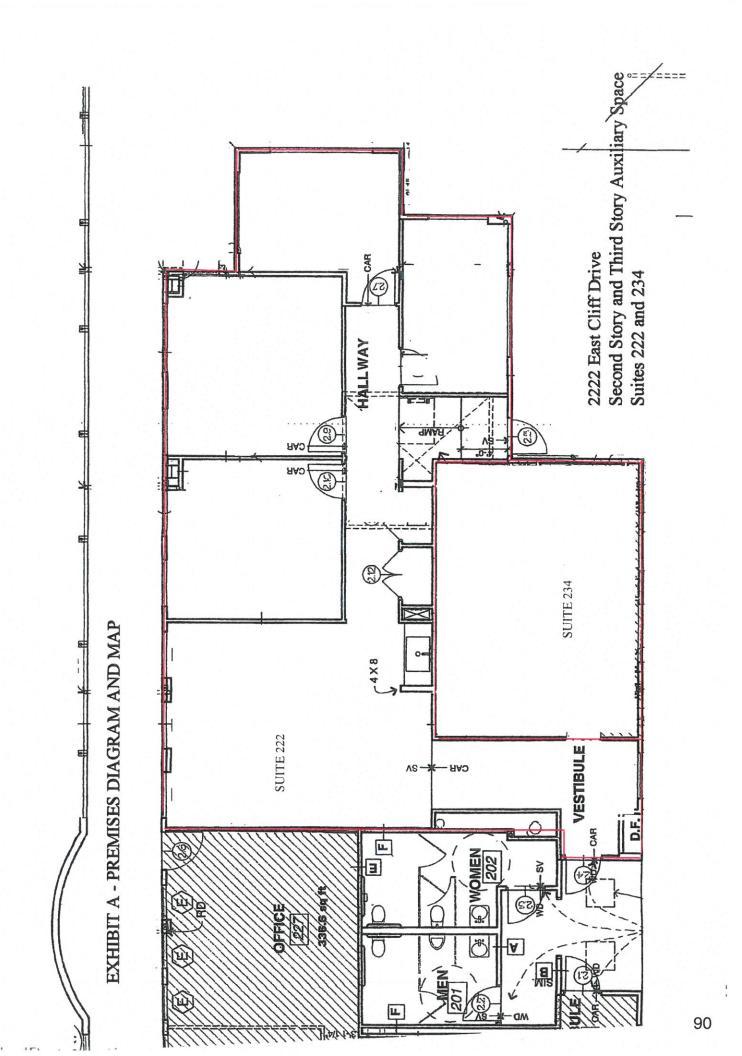
- (c) <u>Binding on Successors.</u> The covenants and conditions hereof, subject to the provisions as to subletting and assignment, shall apply to and bind the heirs, successors, executors, administrators, subtenants, and assigns to the parties.
- (d) <u>Joint and Several Liability.</u> All persons who have signed this Lease shall be jointly and severally liable hereunder.
- (e) <u>Gender.</u> When the context of this Lease requires, the masculine gender includes the feminine, a corporation, or a partnership, and the singular number includes the plural.
- (f) <u>Captions.</u> The captions of the numbered and lettered paragraphs of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.
- (g) <u>Governing Law.</u> This Lease shall be governed by and construed in accordance with the laws of the State of California and venue shall be Santa Cruz County.
- (h) <u>Time of Essence</u>. Time is of the essence as to all of the provisions of this Lease with respect to which time of performance is a factor.
- (i) <u>Partial Invalidity.</u> If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- (j) Relationship. Tenant shall not be an agent of Landlord for any purpose, and nothing in this Lease shall be deemed to create a partnership relationship between Tenant and Landlord.
- (k) <u>Corporate Authority.</u> If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the board of directors of said corporation authorizing or ratifying the execution of this Lease.
- (I) <u>No Recordation.</u> Tenant shall not record either this Lease or a short form memorandum of this Lease.
- (m) <u>Calendar Days.</u> All references herein to "days" shall mean calendar days unless otherwise stated.
- (n) <u>Counterparts.</u> This Lease may be executed on one or more copies and each counterpart will be considered an original and binding to the party executing it. A scanned, electronic, facsimile or other copy of a party's signature shall be treated the same as an original.

35. <u>State of California Harbors and Navigation Code.</u> This Lease is adopted in accordance with California Harbors and Navigation Code Section 6270, which requires leases for periods of more than 10 years to be authorized by ordinance. Landlord held a public hearing on October 23, 2018, to approve Ordinance 18-04 authorizing this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

	LANDLORD:
ATTEST:	SANTA CRUZ PORT DISTRICT COMMISSION, a political subdivision
Marian Olin	Ву:
Port Director	
Santa Cruz Port District	
	TENANT: O'Neill Sea Odyssey,
	a California nonprofit corporation
	Ву:
	lts:

EXHIBIT 'A' Premises Map and Diagram



OSO 2222 East Cliff Drive Leases as of 3/21/2018

Space	Tenant	Term	Expires	Amt/Sq ft Sq. feet	. feet	Total
200	State Farm - Chris Buich	5 yrs (1)	7/31/2020	\$4.14	616	\$2,550.00
204	Laurel Andres, MFCC	3 yrs	7/31/2019	\$3.80	210	\$798.00
208	Dr. Donald Markle	1.5 yr	12/31/2019	\$4.53	165	\$747.45
212	Public Consulting Group	2 yr	12/1/2020	\$4.24	270	\$1,144.80
216	Mary Morgan	5 Year (2)	3/31/2023	\$4.88	478	\$2,332.25
220	Estriatus Law	2 yrs	3/14/2020	\$4.32	337	\$1,454.60
234	Surfrider Foundation	1 yr	7/31/2019	\$2.50	432	\$1,080.00
222	O'Neill Sea Odyssey	25 years	12/31/2028	\$1.11	1207	\$1,338.00
TOTAL MONTHLY					3715	\$11,445.10
TOTAL ANNUAL						\$137,341.20
TOTAL ANNUAL LESS OSO FOR		OF CALCULATING SU	PURPOSES OF CALCULATING SUBTENANT PERCENTAGE RENT	GE RENT		\$121,285.20

(1) Year 1: \$2,350/mo Year 2: \$2,450/mo; Year 3: \$2,550/mo, Year 4: \$2,650/mo and Year 5: \$2,750/mo. (2) Suite numbers for 212 and 216 were switched on 6/11/2009 with approval from Harbor and City of SC

Santa Cruz Port District Accounts Payable Monthly Check Register September 2018

Date	No.	Vendor	Description	Amount
9/5/2018	50339	A Tool Shed Rentals	Dust Abatement for 901 7th Avenue	\$253.00
9/5/2018	50340	Ace Portable Services	Portable Toilet Rental	\$191.80
9/5/2018	50341	Adams, Sarina	Event Refund (Security Deposit & Overflow Parking Lot)	\$800.00
9/5/2018	50342	Amerigas	Fuel for Forklift	\$114.59
9/5/2018	50343	AT&T	Telephone	\$528.89
9/5/2018	50344	AT&T Mobility	Tablet Service	\$235.50
9/5/2018	50345	B AND B Small Engine	Chainsaw Guard	\$24.77
9/5/2018	50346	Bay Plumbing Supply, Inc.	Supplies for Boatyard Water Main Repair	\$143.13
9/5/2018	50347	Bayside Oil II, Inc.	Waste Oil Disposal	\$336.50
9/5/2018	50348	Big Creek	Supplies for J-Dock Finger Restoration	\$177.38
9/5/2018	50349	Burke, Williams & Sorensen, LLP	Legal Consultation	\$2,434.50
9/5/2018	50350	California Department of Parks & Recreation	Right of Entry Permit for Dredging Operations (5-Year)	\$3,550.00
9/5/2018	50351	Cale America, Inc.	Parking Machine Receipt Paper & Programing	\$413.28
9/5/2018	50352	California Coast Uniform Co., Inc.	Uniform Embroidery	\$85.00
9/5/2018	50353	California State Disbursement Unit	Wage Garnishment (Payroll Deduction)	\$250.00
9/5/2018	50354	Central Coast Systems	Fire Alarm Quarterly Monitoring	\$210.00
9/5/2018	50355	Comcast	Business Internet Service	\$387.67
9/5/2018	50356	Compass Bank	Fee on Unused Line of Credit	\$416.66
9/5/2018	50357	Computer Technical Specialists, Inc.	Purchase of Two New Computers & Monitors, Uninterrupted Power Supply, Technical Support, Email Scanning & Backup Services \$3,715	
9/5/2018	50358	County of Santa Cruz DPW	Hazmat Disposal	\$98.00
9/5/2018	50359	Crystal Springs Water Co.	Drinking Water for Boatyard	\$27.00
9/5/2018	50360	Darco Printing & Paper	Printing (Ordinance Booklets)	\$1,180.47
9/5/2018	50361	Data Ticket, Inc.	Citation Processing (January, April, July 2018)	\$1,295.61
9/5/2018	50362	Doc Bailey Construction Equipment Inc.	Travelift Repair	\$5,750.07
9/5/2018	50363	Dredging Supply Company, Inc.	Pump Impeller for Twin Lakes	\$10,135.90

9/5/2018	50364	Elevator Service Company	Elevator Contract Service (\$218.40 Tenant Reimbursable)	\$420.00
9/5/2018	50365	Ewing Irrigation Products, Inc.	Supplies for Boatyard Water Main Repair	\$31.75
9/5/2018	50366	Fastenal Company	Supplies for AA-Dock Repair, Zinc Fittings for Twin Lakes, Drinking Water for Dredge Crew	\$980.33
9/5/2018	50367	FedEx Office	Shipping	\$36.39
9/5/2018	50368	Ferguson Enterprises, Inc.	8" Check Valve for Squirt	\$2,489.43
9/5/2018	50369	Filtrexx	Drain Filters for Dredge Yard	\$2,468.38
9/5/2018	50370	First Alarm Security & Patrol, Inc.	Security Patrol	\$4,650.81
9/5/2018	50371	Franchise Tax Board	Wage Garnishment (Payroll Deduction)	\$483.19
9/5/2018	50372	Grainger	Pump for Utility Maintenance, Circular Saw, Work Gloves, Safety Boots for Dredge Crew, First Aid Supplies, Sunscreen, Welding Cable Protection, Aerosol Duster, Respirator Wipes	\$3,911.91
9/5/2018	50373	Home Depot Credit Services	Painting Supplies, Dock Gate Fabrication Supplies	\$1,298.99
9/5/2018	50374	Independent Electric Supply, Inc.	Dock Lights	\$8.72
9/5/2018	50375	Jada Broadcasting	Boating Safety Public Service Announcement	\$299.00
9/5/2018	50376	Jim Clark	Annual Backflow Testing	\$122.00
9/5/2018	50377	Kelly-Moore Paint Company, Inc.	Painting Supplies	\$1,489.42
9/5/2018	50378	Lighthouse Welding	Twin Lakes Lift Pin Repair	\$3,915.00
9/5/2018	50379	Marina Ware	Progress Payment for Harbor Security Upgrades Project	\$6,000.00
9/5/2018	50380	Matheson Tri-Gas, Inc.	Welding Gas & Supplies for Dock Gate Fabrication	\$708.45
9/5/2018	50381	McCampbell Analytical, Inc.	Stormwater Testing	\$858.00
9/5/2018	50382	McMaster-Carr Supply Company	Gaskets, Screws, Nuts, Washers	\$947.93
9/5/2018	50383	Mesiti-Miller Engineering, Inc.	Consulting Services - Aldo's Seawall Replacement Project	\$940.00
9/5/2018	50384	Microflex Corporation	Work Gloves	\$126.75
9/5/2018	50385	Mid County Auto Supply	Painting Supplies for <i>Twin Lakes</i> Exhaust, Hydraulic Fluid, Air Filter, Bulbs, Forklift Propane Controller, Windshield Wash Fluid	\$664.30
9/5/2018	50386	Mission Uniform Service	Uniform Cleaning	\$747.46
9/5/2018	50387	Moore & Sons Outboard Motors, Inc.	Free Ride Shift & Throttle Cable, Almar Service & Timing Belt Replacement	\$5,084.43
9/5/2018	50388	Navico, Inc.	Bathymetric Survey Software	\$995.00
9/5/2018	50389	Olivarri, Jeffery	Credit Balance Refund	\$40.00

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9/5/2018	50390	Pacific Gas & Electric Company	Utilities	\$16,707.06
9/5/2018	50391	Palace Art & Office Supply	Office Supplies	\$181.44
9/5/2018	50392	PDM Steel Service Centers, Inc.	Steel for <i>Dauntless</i> Fender and Steel Pipe for Dredge	\$1,225.40
9/5/2018	50393	Peterson	Coolant for Twin Lakes	\$180.54
9/5/2018	50394	Print Smith	Business Card Printing	\$363.69
9/5/2018	50395	Red Wing Shoe Store	Safety Boots for Dredge/Maintenance Crew (9 Pairs)	\$2,108.93
9/5/2018	50396	San Lorenzo	Lumber	\$63.99
9/5/2018	50397	Santa Cruz Municipal Utilities	Utilities	\$12,755.86
9/5/2018	50398	Santa Cruz Records Management, Inc.	Document Shredding	\$23.50
9/5/2018	50399	South Bay Circulation	Legal Advertisement - Adoption of Financing Ordinance	\$1,163.20
9/5/2018	50400	SC Fuels	Gasoline & Diesel for Fuel Dock	\$22,265.49
9/5/2018	50401	Sherwin Williams	Painting Supplies for Curbs	\$137.29
9/5/2018	50402	SPI/Mobile Pulley Works, Inc.	Flange Gaskets	\$550.00
9/5/2018	50403	Staples Credit Plan	Office Supplies	\$218.72
9/5/2018	50404	Supply Works	Janitorial Supplies	\$1,386.17
9/5/2018	50405	Svendsen's Boat Works	Boatyard Retail Items	\$40.16
9/5/2018	50406	The Embroidery Works	Uniform Hats	\$431.29
9/5/2018	50407	Valero Marketing & Supply Company	Fuel for Fleet Vehicles	\$1,926.46
9/5/2018	50408	Voss, Nick	Key Deposit Refund	\$40.00
9/5/2018	50409	Wendy L. Cumming	CPA Consulting Services	\$145.00
9/5/2018	50410	West Coast Wire Rope	Wire Rope for Twin Lakes & Dauntless	\$774.17
9/5/2018	50411	West Marine Pro	Boatyard Retail Items	\$26.34
9/5/2018	50412	West Marine Pro	VHF Radio for Maintenance Crew, Zincs for Twin Lakes, Exhaust Hose for Dauntless	\$298.10
9/5/2018	50413	Zee Medical Service Co.	First Aid Supplies	\$171.35
9/5/2018	50414	County of Santa Cruz DPW	901 7th Avenue Lease	\$800.00
9/7/2018	50415	Employee #102	Payroll Check	\$675.25
9/11/2018	50416	United States Coast Guard	Vessel Documentation Fee	\$8.00
9/13/2018	50417	Employee #24	Payroll Check	\$1,140.65

9/14/2018	50418	Employee #192	Replacement Payroll Check (Previous Check Lost)	\$304.01
	50419- 50420		VOID	
9/17/2018	50421	HEWITT, LENNY	Security Deposit Refund	\$536.56
9/21/2018	50422	A Sign ASAP!	Signage	\$54.50
9/21/2018	50423	Allied Administrators for Delta Dental	Dental Insurance	\$1,738.90
9/21/2018	50424	Amerigas	Fuel for Forklift	\$181.86
9/21/2018	50425	Aqua Safaris	SCUBA Equipment Rental for Dredge Crew	\$288.73
9/21/2018	50426	AT&T	Telephone	\$1,625.93
9/21/2018	50427	СІТ	Telephone System Lease	\$337.76
9/21/2018	50428	Bailey, Dexter	Security Deposit Refund	\$449.35
9/21/2018	50429	Baker, Erik	Security Deposit Refund	\$58.50
9/21/2018	50430	Bay Plumbing Supply, Inc.	ADA Toilet - 2222 East Cliff Drive	\$487.88
9/21/2018	50431	Bay Power Equipment, Inc.	Machine Chopper for <i>Twin Lakes</i> , Piston Motor & Gear Pump for <i>Squirt</i>	\$3,516.02
9/21/2018	50432	Bayside Oil II, Inc.	Hazmat Disposal	\$10.00
9/21/2018	50433	Bellingham Marine Industries, Inc.	Progress Payment for Phase I of the Pile Replacement Project	\$293,186.86
9/21/2018	50434	Big Creek	Lumber for Brow Pier Repairs	\$57.15
9/21/2018	50435	Bobby's Pit Stop, Inc.	Brake Inspection for Operations Vehicle	\$120.00
9/21/2018	50436	Brass Key Locksmith, Inc.	Hardware for Dock Gate Fabrication	\$1,810.39
9/21/2018	50437	California Association of Harbor Masters & Port Captains	Harbor Master Training Conference	\$395.00
9/21/2018	50438	Cale America, Inc.	CALE Parking Machine Credit Card Fees (8 Machines)	\$832.00
9/21/2018	50439	California State Disbursement Unit	Wage Garnishment (Payroll Deduction)	\$250.00
9/21/2018	50440	Callan Marine LTD	Consulting Services - Twin Lakes' Density Meter	\$450.00
9/21/2018	50441	Carpi Clay & Smith	Washington Representation	\$800.00
9/21/2018	50442	Comcast	Business Internet Service	\$150.14
9/21/2018	50443	Compass Bank	Fee on Unused Line of Credit	\$833.32
9/21/2018	50444	Complete Mailing Service	Statement Mailing & Postage	\$527.90
9/21/2018	50445	County of Santa Cruz Auditor	Citation Tax (July 2018)	\$2,686.50
9/21/2018	50446	Crow's Nest Restaurant	1/2 Concession Lot Garbage & Compactor Lease (Tenant Reimbursable)	\$2,944.12
9/21/2018	50447	Crystal Springs Water Co.	Drinking Water for Boatyard	\$50.25

9/21/2018	50448	Daniel, Robert	Security Deposit Refund	\$226.82
9/21/2018	50449	David Cantanho	Security Deposit Refund	\$117.98
9/21/2018	50450	Delta Lighting Products, Inc.	Boatyard Retail Items	\$214.84
9/21/2018	50451	Ditto's Embroidery	Uniform Shirts and Jackets	\$1,065.04
9/21/2018	50452	Edstrom, Scott	Security & Gate Key Deposit Refund	\$431.25
9/21/2018	50453	Ewing Irrigation Products, Inc.	Boatyard Air Compressor & Plumbing Supplies	\$97.92
9/21/2018	50454	Fastenal Company	Spiral Point Tap	\$254.49
9/21/2018	50455	FedEx Office	Shipping	\$40.15
9/21/2018	50456	Fishbein, Amos	Key Deposit Refund	\$40.00
9/21/2018	50457	Franchise Tax Board	Wage Garnishment (Payroll Deduction)	\$150.00
9/21/2018	50458	Garda CL West, Inc.	Deposit Courier Service	\$302.32
9/21/2018	50459	Grainger	Cleaning Supplies for <i>Dauntless</i> , Safety Glasses, Caution Tape	\$250.15
9/21/2018	50460	Gsolutionz	Telephone System Maintenance	\$199.00
9/21/2018	50461	Henderson Marine Supply, Inc.	Dock Bumpers	\$1,069.86
9/21/2018	50462	Hose Shop	Adapters for Squirt, Lines for Twin Lakes	\$94.59
9/21/2018	50463	Hutchinson & Bloodgood LLP	Financial Audit Services	\$4,500.00
9/21/2018	50464	Independent Electric Supply, Inc.	Wire-Pulling Lubricant	\$71.74
9/21/2018	50465	Employee #168	Payroll Check	\$2,234.70
9/21/2018	50466	Jim Clark	Annual Backflow Testing	\$244.00
9/21/2018	50467	Jonas, David	Security Deposit Refund	\$719.85
9/21/2018	50468	Jorgensen, Siegel, McClure & Flegel, LLP	Legal Consultation	\$1,607.00
9/21/2018	50469	Latisha Marshall	Travel Expense Reimbursement (Training)	\$212.92
9/21/2018	50470	Lawson	Hydraulic Fittings for Twin Lakes	\$295.66
9/21/2018	50471	Lim, Shane	Credit Balance Refund	\$6.25
9/21/2018	50472	Long Distance Consolidated Billing	Long Distance Telephone	\$48.66
9/21/2018	50473	MAILFINANCE	Postage Meter Lease	\$178.92
9/21/2018	50474	Manning, Dave	Security Deposit Refund	\$677.40
9/21/2018	50475	McMaster-Carr Supply Company	Threaded Rod for <i>Dauntless</i> , Punch Set, Pipe Fittings for <i>Squirt</i>	\$225.00
9/21/2018	50476	Microflex Corporation	Work Gloves	\$126.75

9/21/2018	50477	Mid County Auto Supply	Boatyard Compressor Parts, Hydraulic Bottle Jack, Torque Wrench, High-Heat Paint & Fuel Filters for <i>Twin Lakes</i> , Brake Cleaner	\$1,220.53
9/21/2018	50478	Mission Uniform Service	Uniform Cleaning	\$199.27
9/21/2018	50479	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$315.00
9/21/2018	50480	Pacific Gas & Electric Company	Utilities	\$15,471.84
9/21/2018	50481	Palace Art & Office Supply	Office Supplies	\$120.11
9/21/2018	50482	Peace Officers Research Association of California	Employee Representation (Payroll Deduction)	\$294.00
9/21/2018	50483	Red Wing Shoe Store	Safety Boots for Dredge Crew	\$197.54
9/21/2018	50484	San Lorenzo	Drill Bits	\$53.20
9/21/2018	50485	Santa Cruz Municipal Utilities	Utilities	\$9,329.90
9/21/2018	50486	SC Fuels	Gasoline & Diesel for Fuel Dock, Hydraulic Fluid for Squirt	\$23,623.03
9/21/2018	50487	Shanley, Paul	Security and Key Deposit Refund	\$294.80
9/21/2018	50488	SDRMA	Workers' Compensation Insurance	\$21,094.59
9/21/2018	50489	Summit Uniforms	Uniform Shirt for Reserve Deputy Harbormaster	\$60.09
9/21/2018	50490	Superior Alarm Company	Alarm Monitoring - 493 Lake Avenue	\$207.00
9/21/2018	50491	Supply Works	Janitorial Supplies	\$1,652.35
9/21/2018	50492	Syn-Tech Systems, Inc	Technical Support for Fuelmaster System	\$44.55
9/21/2018	50493	Title, Jeanne	Credit Balance Refund	\$40.00
9/21/2018	50494	Triton Construction	Underground Fuel Storage Tank Spill Bucket Replacement & Monthly Operator Service	\$11,019.00
9/21/2018	50495	U.S. Bank Equipment Finance	Copy Machine Lease	\$151.31
9/21/2018	50496	United Rentals, Inc.	Equipment Rental for 493 Lake Avenue Exterior Painting, Scissor Lift Rental for Boatyard	\$2,149.72
9/21/2018	50497	US Relay	Monthly Webcam Service (2 Cameras)	\$484.00
9/21/2018	50498	VANDEGRIFT, ROBERT	Security Deposit Refund	\$235.96
9/21/2018	50499	Verizon Wireless	Cell Phone & Tablet Service	\$314.35
9/21/2018	50500	Webb, Tim	Security Deposit Refund	\$298.46
9/21/2018	50501	West Marine Pro	Binoculars for Harbor Patrol, Lines for Dredge Skiff, Anodes for <i>Dauntless</i> , Pipe Adapters	\$1,809.74
9/21/2018	50502	Yeh, Tobias	Security Deposit Refund	\$129.00
	ndray			

9/25/2018	50504	United States Coast Guard		1
0/5/0040	1	Officed States Coast Guard	Vessel Documentation Fee	\$8.00
9/5/2018	4930- 4952	Various Employees	8/16/18-8/31/18 Payroll Checks	\$23,156.48
9/20/2018	4953- 4975	Various Employees	9/1/18-9/30/18 Payroll Checks	\$22,978.44
9/4/2018	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$646.77
9/4/2018	EFT	ChargeItPro	Front Desk Credit Card Fees	\$1,362.02
9/5/2018	EFT	PAYCHEX	Payroll Service Fees	\$417.77
9/5/2018	EFT	PAYCHEX	Time & Labor Online Fees	\$274.00
9/5/2018	EFT	Transaction Express	Online Billpay ACH Fees	\$275.74
9/5/2018	EFT	Various Employees	8/16/18-8/31/18 Direct Deposit	\$48,999.10
9/5/2018	EFT	PAYCHEX	8/16/18-8/31/18 Payroll Taxes	\$30,558.57
9/6/2018	EFT	Empower Retirement	457 Savings Plan (Payroll Deduction)	\$2,338.36
9/6/2018	EFT	CalPERS	GASB68 Reporting Fee	\$1,050.00
9/6/2018	EFT	CalPERS	Health Insurance Premiums	\$29,787.86
9/6/2018	EFT	CalPERS	CalPERS Retirement (Partial Payroll Deduction)	\$6,128.69
9/6/2018	EFT	CalPERS	CalPERS Retirement (Partial Payroll Deduction)	\$537.99
9/6/2018	EFT	CalPERS	CalPERS Retirement (Partial Payroll Deduction)	\$7,234.80
9/10/2018	EFT	Merchant Services	Online Billpay Credit Card Fee	\$138.53
9/10/2018	EFT	Merchant Services	CALE Credit Card Fees	\$1,955.15
9/10/2018	EFT	Merchant Services	Boatyard Credit Card Fees	\$326.48
9/10/2018	EFT	ChargeItPro	Front Desk Credit Card Gateway Fee	\$15.00
9/12/2018	EFT	Comerica Bank-Cost Center	Bank Service Fees	\$1,660.50
9/20/2018	EFT	PAYCHEX	Payroll Service Fees	\$410.77
9/20/2018	EFT	Empower Retirement	457 Payments (Payroll Deduction)	\$2,332.44
9/20/2018	EFT	CalPERS	Retirement (Partial Payroll Deduction)	\$6,508.41
9/20/2018	EFT	CalPERS	Retirement (Partial Payroll Deduction)	\$521.98
9/20/2018	EFT	CalPERS	Retirement (Partial Payroll Deduction)	\$6,970.94
9/20/2018	EFT	CalPERS	Unfunded Accrued Liability	\$446.33
9/20/2018	EFT	CalPERS	Unfunded Accrued Liability	\$296.54

Total Septe	ember 2	018 Disbursements		\$882,104.24
9/27/2018	EFT	Comerica Cardmember Services	Signage, Dock Gate Fabrication Welding Supplies, Employment Advertising, Port Commission Meeting Refreshments, <i>Twin Lakes</i> Hatch Gaskets, Change Machine Parts, Pump-a-Head Parts, Travel Expense Reimbursement (California Special District Association Coaching in the Workplace Training)	\$6,841.67
9/25/2018	EFT	Ritchie Bros. Auctioneers	Purchase of 2006 Ford F450 Bucket Truck	\$21,578.19
9/20/2018	EFT	PAYCHEX	9/1/18-9/30/18 Payroll Taxes	\$29,829.63
9/20/2018	EFT	Various Employees	9/1/18-9/30/18 Direct Deposit	\$48,331.18
9/20/2018	EFT	CalPERS	Unfunded Accrued Liability	\$18,668.40

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith Reed Geisreiter Stephen Reed

Darren Gertler

Harbormaster's Report

Regular Public Session of September 23, 2018

Boatyard Report:

Service	Sept 18'	Aug 18'	July 18'
Haul outs	17	18	23
Hang in straps	5	11	8
Haul from water onto trailer	0	0	0
Splash	18	19	14
To/From Trailer	2	5	1
Crane Ops	1	2	0
Masts	0	0	0
Trailered Boats (No Lift)	0	0	2
Pressure Wash	0	1	3

Dauntless and Squirt were both splashed in preparation for the upcoming dredge season.

The Air National Guard launched its new rescue vessel. The vessel is impressive and is temporarily berthed on S-Dock.

Harbor Activities/Events/News:

The annual Monterey Bay Crossing Outrigger Race took place on Saturday, September 29, 2018. Twenty outriggers participated in the event and successfully paddled from Santa Cruz to Monterey.

The Santa Cruz Yacht Club participated in the Monterey Bay Crossing Outrigger Race and hosted several special events during the past month, which included: Club Nautique Cruisers and Vallejo Yacht Club Cruisers.

Lifeguard services on Harbor Beach have concluded for the season. There were no remarkable beach rescue events this season.

The water taxi ended its seasonal operation on Monday, September 3, 2018, at the conclusion of Labor Day Weekend. The water taxi carried approximately 12,419 passengers this season.

The Fallen Officers Foundation hosted its second annual fundraiser event on Harbor Beach. The event included a beach barbeque, and approximately 225 people attended. U.S. Coast Guard Station Monterey offered tours for event attendees on their 47' Cutter.

The preliminary 2019 vessel use list has been compiled. All 23 potential north harbor candidates have been contacted either directly or by leaving a message. Staff is currently reaching out to the 13 potential south harbor candidates.

Reserve Deputy and Chaplian for the Port District, Greg Amundson, was the keynote speaker at the 4th annual Explorer Banquet dinner hosted by the Scotts Valley Police Department. In

attendance: Scotts Valley Police Department Chief, leadership from Monterey County Sheriff's Office, Los Gatos Police Department, Santa Clara Police Department and Santa Clara County Sheriff's Office. Deputy Amundson spoke on the topics of leadership, and integrity. Deputy Amundson was recently selected as the Section Chair on Physical Fitness for the National Tactical Officers Association, the world's premier Law Enforcement organization for fitness, tactics, leadership and intelligence for Law Enforcement.

Training/Conferences:

During the past month, harbor staff participated in the following training:

"Coaching Within the Workplace" Training

One staff member attended a one-day "Coaching Within the Workplace," training, which was sponsored by the California Special District Association.

"Before You Turn the Key" Vehicle Safety Training

Operations staff participated in vehicle safety training, which focused on safe vehicle operations.

Rescue Boat/Rescue Water Craft Training

Harbor Patrol participated in a three-day marine rescue training in collaboration with local fire departments, rescue swimmers and other water rescue agencies.

Fuel Prices

Unleaded	\$4.39
Commercial Unleaded	\$4.17
Diesel	\$3.99
Commercial Diesel	\$3.89

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith

Dennis Smith Reed Geisreiter Stephen Reed Darren Gertler

Facilities and Engineering Manager's Report

Public Meeting of October 23, 2018

Dredge Operations

Dauntless

Dauntless was splashed on September 24, 2018, and has been working well since the overhaul.

Snorkel Fabrication

Twin Lakes snorkel fabrication has been delayed due to a backorder of welding rods. The snorkel is expected to be installed on *Twin Lakes* once the welding rods arrive and utilized during 2018-19 dredging operations. It is not anticipated to delay the start of dredging.

North Harbor Dredging

North harbor dredging commenced on Tuesday, October 9, 2018. Crews successfully completed all repairs on the hydraulic system for *Squirt* recommended by Ancil Taylor, the Port District's dredge consultant. Crews are now operating the new engines at a higher RPM, which is expected to increase dredged volume in the north harbor.

Maintenance

Westside Parking Lot

Crews re-sealed the asphalt in the westside parking lot (near Mariner Park Lawn), and re-striped the parking spaces.

S-Dock

Crews successfully repaired the brow pier at S-Dock. Crews replaced the joist, decking and dock gate.

Dock Gate Fabrication

Crews have successfully installed new aluminum dock gates in the southeast harbor (L-Dock, M-Dock, O-Dock and Q-Dock).

Miscellaneous

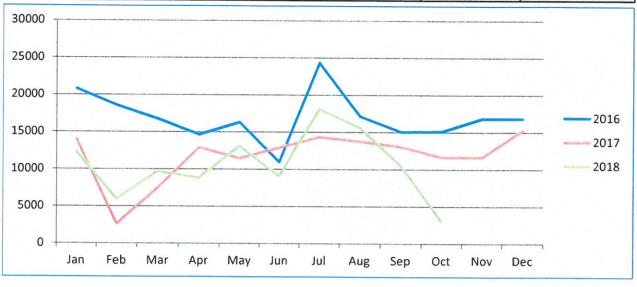
Brow Piers

Crews are working to replace the main joists and re-hang the steel ramps at the docks in the southeast harbor. Staff is confident that new joists can support the steel ramps until the new aluminum ramps can be installed. Staff recommends replacing the steel ramps with new aluminum ramps next year, after the installation of the wireless key system is complete. This provides additional available funding to complete fabrication of west side gates this fiscal year. As previously reported, staff anticipates a \$50,000 contribution to the Dock Upgrades Capital Improvement Program in FY20.

Santa Cruz Port District 60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of October 17, 2018.

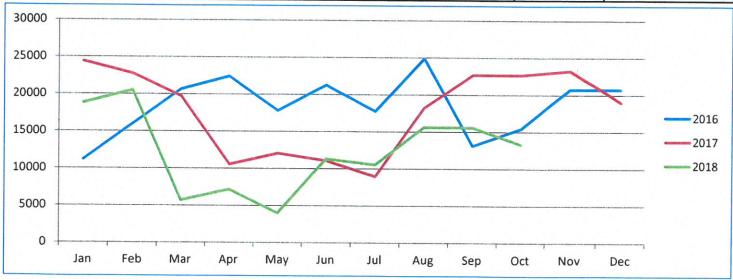
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
2883	332.51	329.99	298.71	0.00	961.21
3654	293.25	291.05	213.55	0.00	797.85
3578	29.78	154.07	420	0.00	603.85
55132	152.05	126.25	126.25	0.00	404.55
3346	152.31	151.26	1.55	0.00	305.12
Total:	959.90	1,052.62	1,060.06	0.00	3,072.58



Santa Cruz Port District 90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of October 17, 2018.

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
2862	273.47	670.04	672.85	961.64	2,578.00		Revoked/Liened
14099	39.21	0.00	522.55	1,325.47	1,887.23		Bad Debt
55885	454.16	450.68	447.19	457.30	1,809.33		Revoke 10/31/18
45545	36.98	36.98	0.00	1,610.88	1,684.84		Bad Debt
56218	31.68	0.00	414.93	473.43	920.04		Bad Debt
3094	260.04	258.12	256.76	117.68	892.60		Revoke 10/31/18
56783	30.85	30.85	0.00	768.65	830.35		Bad Debt
57636	194.32	192.94	191.57	165.19	744.02		Revoke 10/31/18
56994	27.78	27.78	27.78	503.98	587.32		Revoke 10/31/18
2617	28.13	28.13	28.13	460.46	544.85		Bad Debt
56546	27.66	0.00	347.41	2.66	377.73		Bad Debt
57612	81.85	81.38	80.92	55.46	299.61		Revoke 10/31/18
55583	0.00	28.76	28.76	55.40	112.92		Bad Debt
57023	0.00	0.00	25.45	28.55	54.00		Bad Debt
TOTAL:	1,486.13	1,805.66	3,044.30	6,986.75	13,322.84		



SEASONAL INCOME FY19 Budget 4 30,000 MONTHLY LAUNCH 160,000 **CUMULATIVE LAUNCH** 25,000 LAUNCH 18 140,000 LAUNCH 19 120,000 20.000 100,000 15,000 80,000 10,000 60,000 40,000 5.000 20,000 LAUNCH 19 APR JUN AUG SEP OCT NOV DEC JAN MAR APR MAY JUN JUL AUG SEP OCT NOV JAN FEB MAR 140,000 MONTHLY VISITOR BERTHING **CUMULATIVE VISITOR BERTHING** 120,000 20,000 100,000 15,000 80,000 60,000 10,000 40,000 5,000 20,000 APR JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR MAY AUG DEC FEB MAR JUN JUL SEP OCT NOV JAN 750,000 MONTHLY PARKING **CUMULATIVE PARKING** 140,000 675,000 600,000 125,000 525,000 110,000 450,000 375,000 95,000 300,000 80,000 225,000 150,000 65,000 75,000 0 50,000 MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR 25,000 MONTHLY RV **CUMULATIVE RV** 165,000 20,000 150,000 135.000 RV 19 120.000 15,000 105,000 90,000 10,000 75,000 60,000 5,000 45,000 30,000 15,000 APR MAY JUN AUG SEP JUL OCT NOV DEC JAN FEB MAR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR

Santa Cruz Port District Monthly Budget Report For the Six Months Ending September 30, 2018

ACCOUNT	YTD	FY 19 BUDGET REMAINING		% BUDGET
OPERATING INCOME				
Slip Rent Permanent	\$2,171,125	\$4,359,276	\$2,188,151	50%
Slip Rent Visitors	\$80,257	\$75,000	(\$5,257)	107%
Annual Slip Rent Discount	(\$684)	(\$1,000)	(\$316)	68%
Tenant Concession Rent	\$889,107	\$1,749,060	\$859,953	51%
Misc. Tenant Rent (Sewer)	\$92,548	\$105,000	\$12,452	88%
Launch Fees	\$44,469	\$80,000	\$35,531	56%
Liveaboard	\$41,391	\$70,000	\$28,609	59%
Catamaran Storage	\$12,746	\$20,400	\$7,654	62%
North Harbor Dry Storage	\$88,451	\$163,200	\$74,749	54%
7th Ave Dry Storage	\$53,549	\$104,040	\$50,491	51%
Waiting List	\$14,107	\$90,000	\$75,893	16%
Slip Leave Option	\$500	\$500	\$0	100%
Partnership Fees	\$20,800	\$41,820	\$21,020	50%
Sublease Fees	\$13,824	\$20,400	\$6,576	68%
Variable/Utility Fees	\$97,791	\$182,070	\$84,279	54%
Late Fees	\$24,834	\$50,000	\$25,166	50%
Citations	\$59,969	\$80,000	\$20,031	75%
Credit Card Convenience Charges	\$7,017	\$8,000	\$983	88%
Parking - Concession Lot	\$252,411	\$737,000	\$484,589	34%
Parking - Launch Area	\$29,575		(\$29,575)	0%
Parking - Westside	\$92,387		(\$92,387)	0%
Parking - 4000 Lot	\$22,330		(\$22,330)	0%
Meter Permits & Coin	\$135,679		(\$135,679)	0%
Slip Renter Parking Permits	\$6,285	\$12,000	\$5,715	52%
RV Parking	\$99,570	\$155,000	\$55,430	64%
Fuel Sales Gasoline	\$122,112	\$230,000	\$107,888	53%
Fuel Sales Diesel	\$233,955	\$260,000	\$26,045	90%
Wash Rack	\$5,537	\$9,000	\$3,463	62%
Boatyard Retail	\$6,896	\$10,000	\$3,104	69%
Boatyard Labor		\$1,000	\$1,000	0%
Boatyard Rental	\$1,125	\$1,500	\$375	75%
Boatyard Misc.	\$13,893	\$35,000	\$21,108	40%
Lay Days/Storage	\$51,664	\$75,000	\$23,336	69%
Vessel Haulout	\$58,378	\$102,000	\$43,622	57%
Vessel Berthing	\$6,657	\$14,000	\$7,343	48%
OPERATING INCOME	\$4,850,253	\$8,839,266	\$3,989,013	55%

Santa Cruz Port District Monthly Budget Report For the Six Months Ending September 30, 2018

NET INCOME/(LOSS)	(\$1,198,636)	\$800,139	\$1,998,775	(150%)
	(\$040,009)			
Capitalized Expenses Depreciation	(\$376,424) (\$840,009)	\$0	(\$26,834) \$840,009	0%
Capital Improvement Program	(\$1,172,765)	\$0 (\$403,258)		0% 93%
Principal Debt Payments	(\$515,448)	(\$1,030,895)	(\$515,447) \$1,172,765	50%
Cash Over/Under	(\$343)	(04 000 005)	\$343	0%
Waste Oil Grant	(00.10)	\$12,000	\$12,000	0%
PG&E Easement	\$113,437	0.40.000	(\$113,437)	0%
County Rescue Contribution		\$23,725	\$23,725	0%
Grants - DBAW	\$10,041		(\$10,041)	0%
Grants - Other/Misc.	\$0	\$5,000	\$5,000	0%
Grants - State	\$25,679		(\$25,679)	0%
USACE Reimbursement		\$385,000	\$385,000	0%
AGWA Contributions		\$12,000	\$12,000	0%
Other Income	\$44,746	\$20,000	(\$24,746)	224%
Interest Income	\$43,567	\$53,950	\$10,383	81%
Staff Services - External Rate	(\$40)		\$40	0%
Harbor Services Charge	\$3,612	\$10,000	\$6,388	36%
NON OPERATING INCOME/(EXPENSE)				
OPERATING PROFIT	\$1,465,310	\$1,712,617	\$247,307	86%
OPERATING EXPENSES	\$3,384,942	\$7,126,649	\$3,741,707	48%
Boatyard Operations (500)	\$132,363	\$253,158	\$120,795	52%
Dredging Operations (400)	\$574,720	\$1,314,884	\$740,164	44%
Capital Projects (390)	\$213,140	\$437,601	\$224,461	49%
Fishery Support (360)	\$1,113	\$18,935	\$17,822	6%
Aeration (350)	\$21,092	\$54,263	\$33,171	39%
Grounds (340)	\$369,782	\$700,736	\$330,954	53%
Buildings (330)	\$132,736	\$282,080	\$149,344	47%
Utilities (320)	\$44,342	\$124,940	\$80,598	35%
Docks, Piers, Marine Structures (310	\$104,643	\$266,610	\$161,967	39%
Fuel Services (280)	\$277,026	\$478,065	\$201,039	58%
Events (250)	\$13,919	\$42,844	\$28,925	32%
Parking Services (240)	\$217,221	\$355,034	\$137,813	61%
Rescue Services (230)	\$59,026	\$101,958	\$42,932	58%
Marina Management (220)	\$264,662	\$445,119	\$180,457	59%
Port Commission Support (190) Harbor Patrol (210)	\$299,920	\$635,630	\$335,710	47%
Environmental & Permitting (140)	\$31,851 \$22,803	\$205,654 \$51,189	\$173,803 \$28,386	45%
Property Management (130)	\$182,701	\$439,637	\$256,936	42% 15%
Finance & Purchasing (120)	\$96,353	\$191,294	\$94,941	50%
Administrative Services (110)	\$325,527	\$727,018	\$401,491	45%

Santa Cruz Port District Monthly Budget Report For the Six Months Ending September 30, 2018 Page 3

		Months Ending September	1 30, 2016	
ADMINISTRATIVE SERVICES DEPT.		****	A400 400	400/
Salaries - Regular	\$171,189	\$360,372	\$189,183	48%
Salaries - Overtime	\$657	\$6,000	\$5,343	11%
Wages - Part Time/Temporary	\$6,112	\$54,000	\$47,888	11%
Salaries - Vacation Pay	\$1,667	\$5,000	\$3,333	33%
Unemployment Insurance (SUI)	\$11	\$3,153	\$3,142	0%
FICA Medicare/Social Security	\$14,094	\$31,007	\$16,913	45%
Auto Allowance	\$1,200	\$2,400	\$1,200	50%
Workers' Compensation	\$21,208	\$15,310	(\$5,898)	139%
CalPERS Employer Share	\$16,616	\$39,210	\$22,594	42%
CalPERS Unfunded Accrued Liability	\$21,583	\$45,784	\$24,201	47%
Health Insurance	\$33,222	\$60,839	\$27,617	55%
Dental Insurance	\$2,392	\$3,675	\$1,283	65%
Long Term Disability/Life/AD&D	\$860	\$2,542	\$1,682	34%
Retiree Medical Contribution	\$2,500	\$5,200	\$2,700	48%
Printing & Newsletter	\$7,727	\$12,000	\$4,273	64%
Legal Notices	\$1,491	\$1,000	(\$491)	149%
Advertising	\$1,349	\$3,500	\$2,151	39%
Postage	\$4,315	\$12,000	\$7,685	36%
Promotional Expense	\$864	\$6,000	\$5,136	14%
Office Supplies	\$5,168	\$13,700	\$8,532	38%
Supplies	\$417	\$2,100	\$1,683	20%
Vehicle & Equipment Fuel	\$46	\$1,000	\$954	5%
Miscellaneous Employee Training	\$255	\$1,000	\$745	26%
Pre-Employment Physicals	\$186	\$1,000	\$814	19%
Equipment Rental	\$0	\$1,000	\$1,000	0%
Insurance Premiums	\$59,224	\$125,000	\$65,776	47%
Insurance Claims	\$0	\$6,000	\$6,000	0%
Memberships, Dues, Subscriptions	\$509	\$12,250	\$11,741	4%
Meetings & Training	\$2,601	\$14,250	\$11,649	18%
Books	\$0	\$400	\$400	0%
Software	\$0	\$500	\$500	0%
Permit Fees	\$50	\$8,000	\$7,950	1%
Bank Service Charges	\$14,778	\$30,000	\$15,222	49%
Credit Card Fees	\$10,771	\$20,000	\$9,229	54%
Data Storage	\$1,125	\$3,000	\$1,875	38%
Employee Recognition	\$1,283	\$3,000	\$1,717	43%
Miscellaneous Expenses	(\$970)	\$5,000	\$5,970	-19%
Commission Expenses	\$0	\$1,000	\$1,000	0%
Interest Expense	\$476	\$500	\$24	95%
Gas & Electricity	\$41,085	\$78,000	\$36,915	53%
Water, Sewer, Garbage	\$71,818	\$130,000	\$58,182	55%
Telephone & Alarms	\$19,067	\$52,000	\$32,933	37%
Sanitary Dist. Charges	\$0	\$96,000	\$96,000	0%
Miscellaneous Professional Services	\$4,800	\$12,000	\$7,200	40%
Legal Consultation	\$32,250	\$51,000	\$18,750	63%
Technical Services	\$9,626	\$113,000	\$103,375	9%
Contract Services	\$4,323	\$12,000	\$7,677	36%
Uniform Cleaning/Laundry	\$0	\$250	\$250	0%
Other Services	\$2,974	\$10,000	\$7,027	30%
AGWA	\$0	\$12,000	\$12,000	0%
Accounting & Auditing	\$31,413	\$46,000	\$14,587	68%
Software License & Application	\$10,350	\$20,500	\$10,150	50%
LAFCO Assessment	\$12,417	\$13,000	\$583	96%
Mileage Reimbursement	\$44	\$1,650	\$1,606	3%
Meetings & Seminars	\$0	\$3,000	\$3,000	0%
Signage	\$0	\$200	\$200	0%
Office Equipment R&M	\$4,438	\$20,000	\$15,562	22%
Vehicle Maintenance	\$376	\$2,000	\$1,624	19%
Equipment/Equipment R&M	\$8,026	\$21,000	\$12,974	38%
TOTAL ADMIN. SERVICES DEPT	\$636,399	\$1,565,508	\$929,109	108

10/18/2018 9-58 AM

ADMINISTRATIVE SERVICES (110)				
Salaries - Regular	\$105,022	\$220,446	\$115,424	48%
Salaries - Overtime		\$1,000	\$1,000	0%
Wages - Part Time/Temporary	\$604	\$5,000	\$4,396	12%
Salaries - Vacation Pay	\$1,667	\$5,000	\$3,333	33%
Unemployment Insurance (SUI)		\$1,823	\$1,823	0%
FICA Medicare/Social Security	\$8,531	\$16,442	\$7,911	52%
Auto Allowance	\$1,200	\$2,400	\$1,200	50%
Workers' Compensation	\$12,260	\$8,850	(\$3,410)	139%
CalPERS Employer Share	\$10,635	\$25,510	\$14,875	42%
CalPERS Unfunded Liability	\$13,814	\$29,304	\$15,490	47%
Health Insurance	\$19,935	\$35,650	\$15,715	56%
Dental Insurance	\$1,383	\$2,124	\$742	65%
Long Term Disability/Life/AD&D	\$497	\$1,469	\$972	34%
Retiree Medical Contribution	\$2,500	\$5,200	\$2,700	48%
Printing & Newsletter	\$7,727	\$12,000	\$4,273	64%
Legal Notices	\$1,491	\$1,000	(\$491)	149%
Advertising	\$1,349	\$2,000	\$651	67%
Postage	\$4,315	\$12,000	\$7,685	36%
Promotional Expense	\$864	\$6,000	\$5,136	14%
Office Supplies	\$4,961	\$13,000	\$8,039	38%
Supplies	\$417	\$1,000	\$583	42%
Miscellaneous Employee Training	\$255	\$1,000	\$745	26%
Pre-Employment Physicals	\$186	\$1,000	\$814	19%
Equipment Rental	Ψ100	\$1,000	\$1,000	0%
Insurance Premiums	\$9,474	\$20,000	\$10,526	47%
Insurance Claims	Ψο,Ψ	\$6,000	\$6,000	0%
Memberships, Dues, Subscriptions	\$509	\$12,000	\$11,491	4%
Meetings & Training	\$888	\$5,000	\$4,112	18%
Books	ΨΟΟΟ	\$300	\$300	0%
Bank Service Charges	\$14,778	\$30,000	\$15,222	49%
Credit Card Fees	\$10,771	\$20,000	\$9,229	54%
Data Storage	\$1,125	\$3,000	\$1,875	38%
Employee Recognition	\$1,283	\$3,000	\$1,717	43%
Miscellaneous Expenses	(\$970)	\$1,000	\$1,970	-97%
Interest Expense	\$476	\$500	\$24	95%
Telephone & Alarms	\$15,454	\$42,000	\$26,546	37%
Miscellaneous Professional Services	\$4,800	\$12,000	\$7,200	40%
Legal Consultation	\$27,913	\$50,000	\$22,087	56%
Technical Services	\$2,290	\$20,000	\$17,710	11%
Contract Services	\$4,323	\$12,000	\$7,677	36%
	\$2,974	\$10,000	\$7,027	30%
Other Services	\$10,350	\$20,000	\$9,650	52%
Software License & Application	\$12,417	\$13,000	\$583	96%
LAFCO Assessment	\$12,417	\$1,000	\$956	4%
Mileage Reimbursement	944	\$3,000	\$3,000	0%
Meetings & Seminars	\$4,438	\$20,000	\$15,562	22%
Office Equipment R&M	\$2,580	\$13,000	\$10,420	20%
Equipment/Equipment R&M	\$325,527	\$727,018	\$401,491	45%
TOTAL ADMINISTRATIVE SERVIC	\$3£3,3£1	Ψ1 £1,010	Ψ+01,+01	70 /0

Salaries - Regular \$41,209 \$89,579 \$48,370 46% Salaries - Overtime \$1,000 \$1,000 0% Wages - Part Time/Temporary \$3,000 \$3,000 0% Unemployment Insurance (SUI) \$770 \$770 0% FICA Medicare/Social Security \$3,115 \$6,948 \$3,833 45% Workers' Compensation \$5,181 \$3,740 (\$1,441) 139% CalPERS Employer Share \$2,767 \$6,337 \$3,570 44% CalPERS Employer Share \$2,767 \$6,337 \$3,570 44% CalPERS Unfunded Liability \$3,594 \$7,623 \$4,029 47% Health Insurance \$7,275 \$14,878 \$7,603 49% Long Term Disability/Life/AD&D \$210 \$621 \$411 34% Memberships, Dues, Subscriptions \$250 \$250 \$293 41% Meetings & Training \$800 \$2,000 \$1,200 40% Software License Expenses \$1,000 \$1,500 9%	FINANCE & PURCHASING (120)				
Salaires - Overtime \$1,000 \$1,000 0% Wages - Part Time/Temporary \$3,000 \$3,000 0% Unemployment Insurance (SUI) \$770 \$770 0% FICA Medicare/Social Security \$3,115 \$5,948 \$3,833 45% Workers' Compensation \$5,181 \$3,740 (\$1,441) 139% CalPERS Employer Share \$2,767 \$6,337 \$3,570 44% CalPERS Unfunded Liability \$3,594 \$7,623 \$4,029 47% Health Insurance \$584 \$898 \$314 65% Long Term Disability/Life/AD&D \$210 \$621 \$411 34% Office Supplies \$207 \$500 \$293 41% Memberships, Dues, Subscriptions \$250 \$250 \$250 \$250 Meetings & Training \$800 \$2,000 \$1,200 40% Software \$500 \$500 \$50 9% Miscellaneous Expenses \$1,000 \$3,000 \$3,000 9% <td< td=""><td></td><td>\$41,209</td><td>\$89,579</td><td>\$48,370</td><td>46%</td></td<>		\$41,209	\$89,579	\$48,370	46%
Wages - Part Time/Temporary \$3,000 \$3,000 0% Unemployment Insurance (SUI) \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 \$770 0% \$770 0% \$770 \$770 0% 0% 0% 0% 0% 0% 0%					
Unemployment Insurance (SUI)	Wages - Part Time/Temporary				
FICA Medicare/Social Security \$3,115 \$6,948 \$3,833 45% Workers' Compensation \$5,181 \$3,740 (\$1,441) 139% CalPERS Employer Share \$2,767 \$6,337 \$3,570 44% CalPERS Unfunded Liability \$3,594 \$7,623 \$4,029 47% Health Insurance \$7,275 \$14,878 \$7,603 49% Dental Insurance \$584 \$898 \$314 65% Long Term Disability/Life/AD&D \$210 \$621 \$411 34% Office Supplies \$207 \$500 \$293 4114 Memberships, Dues, Subscriptions \$250 \$5250 \$0,0% Meetings & Training \$800 \$2,000 \$1,000 \$1,000 \$1,000 \$0,000 Miscellaneous Expenses \$1,000 \$3,000 \$3,000 \$4,000 \$4,000 \$1,4587 68% Software License & Application Mileage Reimbursement \$500 \$500 \$2,000 \$1,4587 68% Software License & Application Mileage Reimbursement \$500 \$500 \$2,000					
Workers' Compensation \$5,181 \$3,740 \$1,441 139% CalPERS Employer Share \$2,767 \$6,337 \$3,570 44% CalPERS Employer Share \$2,767 \$6,337 \$3,570 44% 47% Health Insurance \$7,275 \$14,878 \$7,603 49% Dental Insurance \$584 \$898 \$314 65% 6		\$3.115			
CalPERS Unfunded Liability \$2,767 \$6,337 \$3,570 44% CalPERS Unfunded Liability \$3,594 \$7,623 \$4,029 47% Health Insurance \$7,275 \$14,878 \$7,603 49% Dental Insurance \$584 \$898 \$314 65% Long Term Disability/Life/AD&D \$210 \$621 \$411 34% Office Supplies \$2207 \$500 \$293 41% Memberships, Dues, Subscriptions \$250 \$250 0% Meetings & Training \$800 \$2,000 \$1,200 40% Software \$500 \$500 \$500 0% Miscellaneous Expenses \$1,000 \$1,000 0% Technical Services \$0 \$3,000 \$3,000 0% Accounting & Auditing \$31,413 \$46,000 \$14,587 68% Software License & Application \$500 \$3,000 \$3,000 \$9 Mileage Reimbursement \$150 \$150 \$150 \$150 \$0%		•			
CalPERS Unfunded Liability \$3,594 \$7,623 \$4,029 47% Health Insurance \$7,275 \$14,878 \$7,603 49% Dental Insurance \$584 \$898 \$314 65% Long Term Disability/Life/AD&D \$210 \$621 \$411 34% Office Supplies \$207 \$500 \$293 41% Memberships, Dues, Subscriptions \$250 \$250 0% Mettings & Training \$800 \$2,000 \$1,200 40% Software \$500 \$500 50 0% Miscellaneous Expenses \$1,000 \$1,000 0% Miscellaneous Expenses \$0 \$3,000 \$10,000 0% Miscellaneous Expenses \$0 \$3,000 \$10,000 0% Miscellaneous Expenses \$0 \$3,000 \$10,000 0% Miscellaneous Expenses \$0 \$3,000 \$14,587 68% Software License & Application \$31,413 \$46,000 \$14,587 68%					
Health Insurance					47%
Dental Insurance \$584 \$898 \$314 65% Long Term Disability/Life/AD&D \$210 \$621 \$411 34% Office Supplies \$207 \$500 \$293 41% Memberships, Dues, Subscriptions \$200 \$250 0% Meetings & Training \$800 \$2,000 \$1,200 40% Software \$500 \$500 0% Miscellaneous Expenses \$1,000 \$1,000 0% Technical Services \$0 \$3,000 \$3,000 0% Accounting & Auditing \$31,413 \$46,000 \$14,587 68% Software License & Application \$500 \$500 0% Mileage Reimbursement \$150 \$150 0% Equipment/Equipment R&M \$2,000 \$2,000 \$2,000 TOTAL FINANCE & PURCHASING \$96,353 \$191,294 \$94,941 50% PROPERTY MANAGEMENT (130) Salaries - Regular \$8,018 \$8,440 \$422 95% Unemployment					
Long Term Disability/Life/AD&D \$210 \$821 \$411 34% Office Supplies Office Supplies \$207 \$500 \$293 41% Memberships, Dues, Subscriptions Memberships, Dues, Subscriptions \$250 \$250 0% Methings Meetlings & Training \$800 \$2,000 \$1,200 40% Modelings Software \$500 \$500 0% Miscellaneous Expenses \$1,000 \$1,000 0% Modelings Hiscallaneous Expenses \$0 \$3,000 \$3,000 0% Modelings \$3,000 \$3,000 0% Modelings Accounting & Auditing \$31,413 \$46,000 \$14,587 68% Modelings 68% Software License & Application \$500 0% 500 0% 68% Software License & Application \$500 0% 500 0% 500 0% 500					
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	TOTAL PROPERTY MANAGEMEN	\$182,701	\$439,637	\$256,936	42%

ENVIRONMENTAL & PERMITTING (140)				
Salaries - Regular	\$3,599	\$15,939	\$12,340	23%
Salaries - Overtime	\$657	\$3,000	\$2,343	22%
Wages - Part Time/Temporary	\$5,508	\$46,000	\$40,492	12%
Unemployment Insurance (SUI)	\$11	\$237	\$226	5%
FICA Medicare/Social Security	\$760	\$4,700	\$3,940	16%
Workers' Compensation	\$1,593	\$1,150	(\$443)	139%
CalPERS Employer Share	\$1,159	\$2,656	\$1,497	44%
CalPERS Unfunded Liability	\$1,506	\$3,195	\$1,689	47%
Health Insurance	\$2,305	\$4,360	\$2,055	53%
Dental Insurance	\$180	\$276	\$96	65%
Long Term Disability/Life/AD&D	\$65	\$191	\$126	34%
Supplies		\$1,000	\$1,000	0%
Vehicle & Equipment Fuel	\$46	\$1,000	\$954	5%
Meetings & Training		\$500	\$500	0%
Permit Fees	\$50	\$8,000	\$7,950	1%
Uniform Cleaning/Laundry		\$250	\$250	0%
Technical Services	\$7,336	\$90,000	\$82,664	8%
AGWA		\$12,000	\$12,000	0%
Mileage Reimbursement		\$500	\$500	0%
Signage		\$200	\$200	0%
Vehicle Maintenance	\$376	\$2,000	\$1,624	19%
Permits & Inspections	\$1,254	\$2,500	\$1,246	50%
Equipment/Equipment R&M	\$5,446	\$6,000	\$554	91%
TOTAL ENVIRONMENTAL & PERIV	\$31,851	\$205,654	\$173,803	15%
PORT COMMISSION SUPPORT (190)				
Salaries - Regular	\$13,341	\$25,968	\$12,627	51%
Salaries - Overtime		\$1,000	\$1,000	0%
Wages - Part Time/Temporary		\$1,000	\$1,000	0%
Unemployment Insurance (SUI)		\$243	\$243	0%
FICA Medicare/Social Security	\$1,062	\$2,192	\$1,130	48%
Workers' Compensation	\$1,635	\$1,180	(\$455)	139%
CalPERS Employer Share	\$1,239	\$2,839	\$1,600	44%
CalPERS Unfunded Liability	\$1,610	\$3,415	\$1,805	47%
Health Insurance	\$2,793	\$4,473	\$1,680	62%
Dental Insurance	\$184	\$283	\$99	65%
Long Term Disability/Life/AD&D	\$66	\$196	\$130	34%
Office Supplies		\$200	\$200	0%
Supplies		\$100	\$100	0%
Meetings & Training	\$873	\$6,000	\$5,127	15%
Books		\$100	\$100	0%
Miscellaneous Expenses		\$1,000	\$1,000	0%
Commission Expenses		\$1,000	\$1,000	0%
TOTAL PORT COMMISSION SUPP	\$22,803	\$51,189	\$28,386	45%

OPERATIONS DEPT.	\$386,054	\$753,884	\$367,830	51%
Salaries - Regular Salaries - Overtime	\$7,917	\$22,000	\$14,083	36%
Wages - Part Time/Temporary	\$127,885	\$197,500	\$69,615	65%
Salaries - Vacation Pay	\$1,440	\$2,000	\$560	72%
Salaries - Vacation 1 ay Salaries - Holdiay Pay	\$1,702	\$6,000	\$4,298	28%
Salaries - Call Back	\$3,607	\$4,000	\$393	90%
Salaries - Call Back Salaries - Call Ready	\$9,793	\$19,500	\$9,707	50%
Salaries - Vali Ready Salaries - Night Differential	\$1,596	\$3,000	\$1,404	53%
Unemployment Insurance (SUI)	\$3,501	\$7,982	\$4,481	44%
FICA Medicare/Social Security	\$41,802	\$76,476	\$34,674	55%
Uniform Allowance	\$3,040	\$6,500	\$3,460	47%
Workers' Compensation	\$53,679	\$41,164	(\$12,515)	130%
CalPERS Employer Share	\$38,017	\$85,386	\$47,369	45%
CalPERS Unfunded Accrued Liability	\$44,661	\$94,744	\$50,083	47%
Health Insurance	\$77,511	\$154,603	\$77,092	50%
Dental Insurance	\$6,053	\$9,300	\$3,247	65%
Long Term Disability/Life/AD&D	\$2,175	\$6,433	\$4,258	34%
Retiree Medical Contribution	\$5,000	\$10,400	\$5,400	48%
Advertising	\$10	\$500	\$490	2%
Hazmat Supplies	\$1,062	\$500	(\$562)	212%
Safety Supplies	\$1,567	\$2,500	\$933	63%
Supplies	\$16,338	\$22,450	\$6,112	73%
Tools	\$143	\$2,000	\$1,857	7%
Harbor Patrol Supplies	\$22	\$3,500	\$3,478	1%
HBI Maintenance	\$32	\$5,000	\$4,968	1%
Almar Maintenance	\$7,362	\$9,500	\$2,138	78%
Fuel - Travelift	\$750	\$2,100	\$1,350	36%
Boat Fuel - Almar	\$4,343	\$6,000	\$1,657	72%
Boat Fuel - Free Ride	\$565	\$1,000	\$435	57%
Vehicle & Equipment Fuel	\$4,893	\$10,000	\$5,107	49%
Harbor Patrol Training	\$6,218	\$22,000	\$15,782	28%
Harbor Patrol Misc. Expense	\$43	\$10,000	\$9,957	0%
Background Investigations	\$0	\$1,500	\$1,500	0%
Fuel Dock Gasoline	\$98,614	\$200,000	\$101,386	49%
Fuel Dock Diesel	\$158,121	\$230,000	\$71,879	69%
Fuel Dock Equipment & Supplies	\$0	\$1,000	\$1,000	0%
Underground Storage Tank Maintena	\$4,856	\$2,500	(\$2,356)	194%
Rent & Leases	\$4,800	\$10,000	\$5,200	48%
Equiment Rental	\$2,070	\$2,000	(\$70)	104%
Insurance Premiums	\$8,033	\$25,700	\$17,667	31%
Software	\$0	\$1,000	\$1,000	0%
Permit Fees	\$5,043	\$6,300	\$1,257	80%
Booking Fees	\$0	\$2,000	\$2,000	0%
Bad Debt Expense	(\$572)	\$15,000	\$15,572	-4%
Lien Sale Expense	\$776	\$2,500	\$1,724	31%
Credit Card Fees	\$15,483	\$23,000	\$7,517	67%
Uniform Cleaning/Laundry	\$586	\$900	\$314	65%
Hazmat Disposal	\$2,565	\$5,200	\$2,635	49%
Contract Services	\$5,793	\$7,500	\$1,707	77%
Engineering Services	\$0	\$500	\$500	0%
Other Services	\$42,148	\$77,000	\$34,852	55%
Software License & Application	\$0	\$4,000	\$4,000	0%
Mileage Reimbursement	\$1,106	\$2,200	\$1,094	50%
Meetings & Seminars	\$211	\$300	\$89	70%
Boatyard Gas & Electricity	\$0	\$2,500	\$2,500	0%
Boatyard Water, Sewer, Garbage	\$2,210	\$2,500	\$290	88%
Boatyard Telephone & Alarms	\$1,004	\$2,500	\$1,496	40%
Sanitary District Charges	\$0	\$1,000	\$1,000	0%
Fueling Equipment R&M	\$1,419	\$2,500	\$1,081	110
10/19/2019				112

TOTAL HARBOR PATROL	\$299,920	\$635,630	\$335,710	47%
Communications Maintenance	\$1,122	\$2,000		
Vehicle Maintenance	\$743	\$5,000 \$3,000	\$4,257 \$878	56%
Meetings & Seminars	\$211	\$300		15%
Mileage Reimbursement	\$704	\$1,500	\$89	70%
Other Services	\$26,953	\$50,000 \$1,500	\$23,047 \$796	47%
Miscellaneous Professional Services	\$178	\$3,000	\$2,822 \$23,047	54%
Booking Fees	0.470	\$2,000	\$2,000	6%
Insurance Premiums	\$2,115	\$7,500	\$5,385 \$2,000	28% 0%
Background Investigations	00.445	\$1,500	\$1,500	0%
Harbor Patrol Misc. Expense		\$9,000	\$9,000 \$1,500	0%
Harbor Patrol Training	\$4,891	\$12,000	\$7,109	41%
Vehicle & Equipment Fuel	\$3,802	\$7,000	\$3,198	54%
Almar Maintenance	\$1,408	\$2,500	\$1,092	56%
Harbor Patrol Supplies	\$22	\$3,500	\$3,478	1%
Tools	\$143	\$1,000	\$857	14%
Supplies	\$597	\$2,500	\$1,903	24%
Retiree Medical Contribution	\$2,500	\$5,200	\$2,700	48%
Long Term Disability/Life/AD&D	\$813	\$2,404	\$1,591	34%
Dental Insurance	\$2,262	\$3,475	\$1,213	65%
Health Insurance	\$27,294	\$60,494	\$33,200	45%
CalPERS Unfunded Liability	\$18,726	\$39,726	\$21,000	47%
CalPERS Employer Share	\$15,156	\$33,023	\$17,867	46%
Workers' Compensation	\$20,059	\$14,480	(\$5,579)	139%
Uniform Allowance	\$3,040	\$6,500	\$3,460	47%
FICA Medicare/Social Security	\$11,772	\$26,902	\$15,130	44%
Unemployment Insurance (SUI)	\$543	\$2,983	\$2,440	18%
Salaries - Night Differential	\$1,590	\$3,000	\$1,410	53%
Salaries - Call Ready	\$1,339	\$3,500	\$2,161	38%
Salaries - Call Back	\$693	\$1,500	\$807	46%
Salaries - Holiday Pay	\$1,600	\$5,000	\$3,400	32%
Salaries - Vacation Pay	\$1,440	\$2,000	\$560	72%
Wages - Part Time/Temporary	\$8,006	\$16,000	\$7,994	50%
Salaries - Overtime	\$4,381	\$15,000	\$10,619	29%
Salaries - Regular	\$135,818	\$284,143	\$148,325	48%
HARBOR PATROL (210)				
TOTAL OPERATIONS DEPT.	\$1,210,620	\$2,200,078	\$989,458	35%
Misc. Expenses	\$2,262	\$4,500	\$2,238	50% 55%
Communications Maintenance	\$1,122	\$2,000	\$878	56%
Equipment/Equipment R&M	\$11,285	\$11,000	(\$285)	103%
Office Equipment R&M	\$0	\$200	\$200	0%
Boatyard Filtration Supplies	\$0	\$1,500	\$1,500	0%
Boatyard Filtration System R&M	\$0	\$3,000	\$3,000	0%
Boatyard Cost of Goods Sold	\$5,656	\$10,000	\$4,344	57%
Contract Services	\$16,354	\$17,000	\$646	96%
Vehicle Maintenance	\$853	\$10,000	\$9,147	9%
Parking Meters R&M	\$1,123	\$1,100	(\$23)	102%
Signage	\$1,611	\$2,000	\$389	81%
Water Taxi Maintenance	\$1,969	\$3,500	\$1,531	56%
Monthly Budg	et Report For the Six Mont	hs Ending September 30,	2018	
	Santa Cruz Port	District		Page 8

Health Insurance Dental Insurance	\$19,122 \$1,292	\$31,352 \$1,985	\$12,230 \$693	61% 65%
Long Term Disability/Life/AD&D	\$464	\$1,373	\$909	34%
Retiree Medical Contribution	\$2,500	\$5,200	\$2,700	48%
Supplies	\$1,782	\$2,500	\$718	71%
HBI Maintenance	\$21	\$2,500	\$2,479	1% 134%
Almar Maintenance	\$4,017	\$3,000	(\$1,017) \$3,581	10%
Insurance Premiums	\$419	\$4,000 \$15,000	\$15,572	-4%
Bad Debt Expense	(\$572) \$776	\$2,500	\$1,724	31%
Lien Sale Expenses Software License & Application	ΨΙΙΟ	\$1,000	\$1,000	0%
Mileage Reimbursement	\$403	\$500	\$98	81%
TOTAL MARINA MANAGEMENT	\$264,662	\$445,119	\$180,457	59%
RESCUE SERVICES (230) Salaries - Regular Salaries - Overtime Wages - Part Time/Temporary	\$9,359 \$1,711	\$16,820 \$1,000 \$1,000	\$7,461 (\$711) \$1,000	56% 171% 0%
Salaries - Call Back	\$2,209	\$2,000	(\$209)	110%
Salaries - Call Ready	\$8,454	\$16,000	\$7,546	53%
Salaries - Night Differential	\$6		(\$6)	0%
Unemployment Insurance (SUI)		\$354	\$354	0%
FICA Medicare/Social Security	\$1,671	\$3,196 \$4,730	\$1,525 (\$663)	52% 139%
Workers' Compensation	\$2,383	\$1,720 \$1,996	\$1,124	44%
CalPERS Employer Share	\$872 \$1,132	\$2,402	\$1,270	47%
CalPERS Unfunded Liability	\$3,392	\$6,521	\$3,129	52%
Health Insurance Dental Insurance	\$269	\$413	\$144	65%
Long Term Disability/Life/AD&D	\$97	\$286	\$189	34%
Safety Supplies	\$1,567	\$1,500	(\$67)	104%
Supplies	\$15	\$250	\$235	6%
	\$12	\$2,500	\$2,488	0%
HBI Maintenance		# 4 000	\$2,062	48%
HBI Maintenance Almar Maintenance	\$1,938	\$4,000		
Almar Maintenance Boat Fuel - Almar	\$4,343	\$6,000	\$1,657	72%
Almar Maintenance Boat Fuel - Almar Harbor Patrol Training	\$4,343 \$1,328	\$6,000 \$10,000	\$1,657 \$8,672	72% 13%
Almar Maintenance Boat Fuel - Almar Harbor Patrol Training Harbor Patrol Miscellaneous Expens	\$4,343 \$1,328 \$43	\$6,000 \$10,000 \$1,000	\$1,657 \$8,672 \$957	72% 13% 4%
Almar Maintenance Boat Fuel - Almar Harbor Patrol Training	\$4,343 \$1,328	\$6,000 \$10,000	\$1,657 \$8,672	72% 13%

PARKING SERVICES (240)				
Salaries - Regular	\$37,509	\$84,226	\$46,717	45%
Salaries - Overtime	\$939	\$1,000	\$61	94%
Wages - Part Time/Temporary	\$87,963	\$119,000	\$31,037	74%
Salaries - Vacation Pay	\$13		(\$13)	0%
Salaries - Holiday Pay	\$102		(\$102)	0%
Salaries - Sick Pay	\$721	\$1,000	\$279	72%
Salaries - Call Back	\$77		(\$77)	0%
Unemployment Insurance (SUI)	\$2,583	\$717	(\$1,866)	360%
FICA Medicare/Social Security	\$9,845	\$16,647	\$6,802	59%
Workers' Compensation	\$4,821	\$5,894	\$1,073	82%
CalPERS Employer Share	\$3,534	\$8,095	\$4,561	44%
CalPERS Unfunded Liability	\$4,591	\$9,739	\$5,148	47%
Health Insurance	\$8,377	\$13,893	\$5,516	60%
Dental Insurance	\$544	\$835	\$291	65%
Long Term Disability/Life/AD&D	\$195	\$578	\$383	34%
Safety Supplies	4100	\$500	\$500	0%
Supplies Supplies	\$10,228	\$12,000	\$1,772	85%
Tools	\$61	\$10	(\$51)	614%
Boat Fuel - Free Ride	\$565	\$1,000	\$435	57%
Vehicle & Equipment Fuel	\$1,091	\$3,000	\$1,909	36%
Miscellaneous Employee Training	\$295	\$1,800	\$1,505	16%
Rent & Leases	\$4,800	\$10,000	\$5,200	48%
Software	φ4,000	\$1,000	\$1,000	0%
Credit Card Fees	\$10,301	\$12,000	\$1,699	86%
Uniform Cleaning/Laundry	\$586	\$500	(\$86)	117%
Contract Services	\$5,688	\$7,000	\$1,312	81%
Other Services	\$14,947	\$25,000	\$10,053	60%
Software License & Application	\$14,547	\$1,000	\$1,000	0%
Water Taxi Maintenance	\$1,969	\$3,500	\$1,531	56%
	\$1,557	\$1,000	(\$557)	156%
Signage Parking Meters R&M	\$1,123	\$1,100	(\$23)	102%
Vehicle Maintenance	\$110	\$5,000	\$4,890	2%
Equipment/Equipment R&M	\$2,087	\$8,000	\$5,913	26%
TOTAL PARKING SERVICES	\$217,221	\$355,034	\$137,813	61%
TOTAL PARRING SERVICES	ΨΔ.11,ΔΔ.1	V		
EVENTS (250)	00.007	\$40.04F	¢10.779	21%
Salaries - Regular	\$2,867	\$13,645	\$10,778 \$2,000	0%
Salaries - Overtime		\$2,000		0%
Wages - Part Time/Temporary		\$5,000	\$5,000 \$284	0%
Unemployment Insurance (SUI)	0000	\$284		9%
FICA Medicare/Social Security	\$230	\$2,564	\$2,334	139%
Workers' Compensation	\$1,912	\$1,380	(\$532)	44%
CalPERS Employer Share	\$888	\$2,033	\$1,145	44%
CalPERS Unfunded Liability	\$1,153	\$2,446	\$1,293	53%
Health Insurance	\$2,775	\$5,232	\$2,457	65%
Dental Insurance	\$216	\$331	\$115 \$152	
Long Term Disability/Life/AD&D	\$77	\$229	\$152	34%
Supplies	\$2,182	\$4,200	\$2,018	52%
Equipment Rental	4.000	\$1,000	\$1,000	0%
Misc. Expenses	\$1,620	\$2,000	\$380	81% 0%
Signage	040.040	\$500	\$500 \$28,925	32%
TOTAL EVENTS	\$13,919	\$42,844	\$20,925	32/0

FUEL SERVICES (280)				
Salaries - Regular	\$803	\$2,059	\$1,256	39%
Wages - Part Time/Temporary	\$2,479	\$16,000	\$13,521	15%
Unemployment Insurance (SUI)	\$71	\$70	(\$1)	101%
FICA Medicare/Social Security	\$253	\$1,432	\$1,179	18%
Workers' Compensation	\$471	\$340	(\$131)	139%
CalPERS Employer Share	\$384	\$879	\$495	44%
CalPERS Unfunded Liability	\$499	\$1,058	\$559	47%
Health Insurance	\$671	\$1,289	\$618	52%
Dental Insurance	\$53	\$82	\$29	65%
Long Term Disability/Life/AD&D	\$19	\$56	\$37	34%
Supplies	\$8	\$1,000	\$992	1%
Tools	\$6		(\$6)	0%
Fuel Dock Gasoline	\$98,614	\$200,000	\$101,386	49%
Fuel Dock Diesel	\$158,121	\$230,000	\$71,879	69%
Fuel Dock Equipment & Supplies		\$1,000	\$1,000	0%
Underground Storage Tank Maintena	\$4,856	\$2,500	(\$2,356)	194%
Insurance Premiums	\$1,753	\$5,500	\$3,747	32%
Permit Fees	\$3,227	\$3,800	\$573	85%
Credit Card Fees	\$3,322	\$7,000	\$3,678	47%
Software License & Application	40,022	\$1,500	\$1,500	0%
Fueling Equipment R&M	\$1,419	\$2,500	\$1,081	57%
TOTAL FUEL SERVICES	\$277,026	\$478,065	\$201,039	58%
FACILITIES DEPARTMENT		A700 047	£440.050	450/
Salaries - Regular	\$356,388	\$798,647	\$442,259	45%
Salaries - Overtime	\$12,279	\$32,000	\$19,721	38%
Wages - Part Time/Temporary	\$61,848	\$67,500	\$5,652	92%
Salaries - Comp. Time	\$2,491	\$500	(\$1,991)	498%
Salaries - Vacation	\$5,271	\$2,500	(\$2,771)	211%
Salaries - Holiday Pay	\$924	\$1,000	\$76	92%
Salaries - Call Back	\$2,768	\$2,200	(\$568)	126%
Salaries - Call Ready	\$5,703	\$10,000	\$4,297	57%
Unemployment Insurance (SUI)	\$1,967	\$9,664	\$7,697	20%
FICA Medicare/Social Security	\$35,540	\$85,750	\$50,210	41%
Workers' Compensation	\$63,639	\$46,040	(\$17,599)	138%
CalPERS Employer Share	\$26,068	\$61,608	\$35,540	42%
CalPERS Unfunded Accrued Liability	\$33,859	\$71,827	\$37,968	47%
Health Insurance	\$85,917	\$183,958	\$98,041	47%
Dental Insurance	\$7,176	\$11,025	\$3,849	65%
Long Term Disability/Life/AD&D	\$2,579	\$7,626	\$5,047	34%
Retiree Medical Contribution	\$10,000	\$20,800	\$10,800	48%
Hazmat Supplies	\$2,971	\$9,500	\$6,529	31%
Safety Supplies	\$8,052	\$14,000	\$5,948	58%
Office Supplies	\$0	\$200	\$200	0%
Janitorial Supplies	\$12,446	\$30,000	\$17,554	41%
Supplies	\$16,017	\$17,700	\$1,683	90%
Tools	\$8,961	\$30,000	\$21,039	30%
Boat Fuel - Odd Job	\$987	\$500	(\$487)	197%
Boat Fuel - Dredge Skiff	\$932	\$500	(\$432)	186%
Boat Fuel - Seabright	\$0	\$125,000	\$125,000	0%
Boat Fuel - Dauntless	\$1,884	\$7,500	\$5,616	25%
Vehicle & Equipment Fuel	\$10,083	\$15,000	\$4,917	67%
Misc. Employee Training	\$513	\$20,500	\$19,987	3%
Equipment Rental	\$1,639	\$36,000	\$34,361	5%
Insurance Premiums	\$67,125	\$191,000	\$123,875	35%
Memberships, Dues, Subscriptions	\$80	\$1,250	\$1,170	6%
Meetings & Training	\$1,044	\$4,500	\$3,456	116
				110

	Santa Cruz Port		2010	Page 12
	t Report For the Six Montl	ACT CONTRACTOR OF THE PARTY OF		00/
Books	\$0	\$100	\$100	0%
Permit Fees	\$4,950	\$13,500	\$8,550	37%
Miscellaneous Expenses	\$1,604	\$6,150	\$4,546	26%
Uniform Cleaning/Laundry	\$5,924	\$13,800	\$7,876	43%
Interest Expense	\$213,140	\$418,104	\$204,964	51%
Gas & Electricity	\$123,254	\$198,000	\$74,746	62%
Water, Sewer, Garbage	\$55,284	\$90,000	\$34,716	61%
Hazmat Disposal	\$8,874	\$11,000	\$2,126	81%
Landscaping	\$287	\$10,000	\$9,713	3%
Custodial Contract	\$10,152	\$33,000	\$22,848	31%
Freight	\$2,281	\$2,500	\$219	91%
Legal Consultation	\$0	\$1,000	\$1,000	0%
Contract Services	\$5,057	\$10,000	\$4,944	51%
Engineering Services	\$0	\$12,500	\$12,500	0%
Environmental Services	\$0	\$10,000	\$10,000	0%
Dredge Consulting	\$15,862	\$25,000	\$9,138	63%
Other Services	\$3,309	\$11,500	\$8,191	29%
Mileage Reimbursement	\$171	\$1,700	\$1,529	10%
Building Repairs & Maintenance	\$16,067	\$40,000	\$23,933	40%
Piers & Marine Structures R&M	\$7,344	\$10,000	\$2,656	73%
Maintenance Workboat R&M	\$754	\$1,000	\$246	75%
Paint & Supplies	\$4,126	\$12,000	\$7,874	34%
Signage	\$5	\$7,000	\$6,995	0%
Parking Lot R&M	\$189	\$5,000	\$4,811	4%
Street Maintenance	(\$33)	\$2,500	\$2,533	-1%
Storm Drain Maintenance	\$2,698	\$5,000	\$2,302	54%
Vehicle Maintenance	\$4,536	\$21,000	\$16,464	22%
Utility Maintenance	\$1,803	\$10,000	\$8,197	18%
Other Repairs & Maintenance	\$1,176	\$4,200	\$3,024	28%
Ice Machine R&M	\$0	\$3,500	\$3,500	0%
Safety Equipment R&M	\$174	\$1,000	\$826	17%
Permits & Inspections	\$0	\$2,500	\$2,500	0%
Equipment/Equipment R&M	\$21,693	\$95,500	\$73,807	23%
Maint/Lube Inner Harbor Dredge	\$12,291	\$15,000	\$2,709	82%
Maint/Lube Seabright	\$33,670	\$80,000	\$46,330	42%
Maint/Lube Ancilliary Equipment	\$3,676	\$20,000	\$16,324	18%
Maint/Lube Dauntless	\$21,004	\$27,500	\$6,496	76%
Dredge Paint/Coatings	\$7,908	\$8,500	\$592	93%
	\$0	\$15,000	\$15,000	0%
Booster Pump R&M	\$4,846	\$16,000	\$11,154	30%
Welding Supplies	\$4,646	\$2,500	\$2,500	0%
Fish Removal Expenses		\$10,000	\$6,109	39%
Waste Oil Disposal/Recycle	\$3,891 \$376,424	\$403,258	\$26,834	93%
Capitalized Equip. Transfer to 1100	\$376,424	\$1,030,895	\$515,447	50%
Principal Debt Payments	\$515,448			45%
TOTAL FACILITIES DEPARTMENT	\$1,411,261	\$3,126,522	\$1,715,261	45%

Welding Supplies Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share CalPERS Unfunded Liability Health Insurance Dental Insurance Long Term Disability/Life/AD&D Retiree Medical Contribution Safety Supplies Supplies Miscellaneous Employee Training	\$13,751 \$104,643 \$17,992 \$1,382 \$4,100 \$1,975 \$2,565 \$5,732 \$462 \$166 \$2,500 \$103 \$132	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524 \$5,442 \$11,221 \$710 \$491 \$5,200 \$5,000 \$1,000 \$5,000	\$2,500 (\$13,751) \$161,967 \$33,091 \$1,000 \$610 \$4,117 (\$1,140) \$2,549 \$2,877 \$5,489 \$248 \$325 \$2,700 \$4,897 \$868 \$5,000	0% 39% 35% 0% 0% 25% 139% 44% 47% 51% 65% 34% 48% 2% 13% 0%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share CalPERS Unfunded Liability Health Insurance Dental Insurance Long Term Disability/Life/AD&D Retiree Medical Contribution Safety Supplies	\$104,643 \$17,992 \$1,382 \$4,100 \$1,975 \$2,565 \$5,732 \$462 \$166 \$2,500 \$103	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524 \$5,442 \$11,221 \$710 \$491 \$5,200 \$5,000	\$33,091 \$1,000 \$610 \$4,117 \$2,549 \$2,877 \$5,489 \$248 \$325 \$2,700 \$4,897	35% 0% 0% 25% 139% 44% 47% 51% 65% 34% 48% 2%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share CalPERS Unfunded Liability Health Insurance Dental Insurance Long Term Disability/Life/AD&D Retiree Medical Contribution	\$104,643 \$17,992 \$1,382 \$4,100 \$1,975 \$2,565 \$5,732 \$462 \$166 \$2,500	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524 \$5,442 \$11,221 \$710 \$491 \$5,200	\$33,091 \$1,000 \$610 \$4,117 \$2,549 \$2,877 \$5,489 \$248 \$325 \$2,700	35% 0% 0% 25% 139% 44% 47% 51% 65% 34% 48%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share CalPERS Unfunded Liability Health Insurance Dental Insurance Long Term Disability/Life/AD&D	\$104,643 \$17,992 \$1,382 \$4,100 \$1,975 \$2,565 \$5,732 \$462 \$166	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524 \$5,442 \$11,221 \$710 \$491	\$33,091 \$1,000 \$610 \$4,117 \$2,549 \$2,877 \$5,489 \$248 \$325	35% 0% 0% 25% 139% 44% 47% 51% 65% 34%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share CalPERS Unfunded Liability Health Insurance Dental Insurance	\$104,643 \$17,992 \$1,382 \$4,100 \$1,975 \$2,565 \$5,732 \$462	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524 \$5,442 \$11,221 \$710	\$33,091 \$1,000 \$610 \$4,117 \$2,549 \$2,877 \$5,489 \$248	35% 0% 0% 25% 139% 44% 47% 51% 65%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share CalPERS Unfunded Liability Health Insurance	\$104,643 \$17,992 \$1,382 \$4,100 \$1,975 \$2,565 \$5,732	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524 \$5,442 \$11,221	\$33,091 \$1,000 \$610 \$4,117 \$2,549 \$2,877 \$5,489	35% 0% 0% 25% 139% 44% 47% 51%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share CalPERS Unfunded Liability	\$104,643 \$17,992 \$1,382 \$4,100 \$1,975 \$2,565	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524 \$5,442	\$33,091 \$1,000 \$610 \$4,117 \$2,549 \$2,877	35% 0% 0% 25% 139% 44% 47%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation CalPERS Employer Share	\$104,643 \$17,992 \$1,382 \$4,100 \$1,975	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960 \$4,524	\$161,967 \$161,967 \$33,091 \$1,000 \$610 \$4,117 (\$1,140) \$2,549	35% 0% 0% 25% 139% 44%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security Workers' Compensation	\$104,643 \$17,992 \$1,382 \$4,100	\$266,610 \$51,083 \$1,000 \$610 \$5,499 \$2,960	\$161,967 \$161,967 \$33,091 \$1,000 \$610 \$4,117 (\$1,140)	35% 0% 0% 25% 139%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI) FICA Medicare/Social Security	\$104,643 \$17,992 \$1,382	\$266,610 \$51,083 \$1,000 \$610 \$5,499	\$13,751) \$161,967 \$33,091 \$1,000 \$610 \$4,117	35% 0% 0% 25%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime Unemployment Insurance (SUI)	\$104,643 \$17,992	\$266,610 \$51,083 \$1,000 \$610	(\$13,751) \$161,967 \$33,091 \$1,000 \$610	35% 0% 0%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular Salaries - Overtime	\$104,643	\$266,610 \$51,083 \$1,000	(\$13,751) \$161,967 \$33,091 \$1,000	39% 35% 0%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320) Salaries - Regular	\$104,643	\$266,610 \$51,083	(\$13,751) \$161,967 \$33,091	39% 35%
Capitalized Equip Xfer to 1100 TOTAL DOCKS, PIERS, MARINE S UTILITIES (320)	\$104,643	\$266,610	(\$13,751) \$161,967	39%
Capitalized Equip Xfer to 1100			(\$13,751)	
Capitalized Equip Xfer to 1100			(\$13,751)	
	¢12 7F1	\$2,500		00/-
			* > DITT	0 /0
	\$1,030	\$2,500		0%
				36%
				0%
				0%
				30%
	CONTRACTOR OF THE PROPERTY OF			75%
	\$7.344			73%
		\$500	\$500	0%
		\$1,000	\$1,000	0%
	\$0	\$300	\$300	0%
	\$29	\$750	\$721	4%
	Append #17 7676	\$1,500	\$1,500	0%
	\$56,859	\$140,000	\$83,141	41%
		\$1,000	\$1,000	0%
		\$5,000	\$5,000	0%
			\$361	28%
				197%
				4%
	\$651			326%
	ΨΟ			0%
				0%
				48%
	CONTRACTOR CONTRACTOR			34%
				65%
				51%
			\$3,319	47%
	\$2,279	\$5,220	\$2,941	44%
CANANA SA			(\$855)	139%
보일하다면 100mm 를 통해 100mm 등 100mm 100mm 100mm 100mm 100mm 100mm 200mm 100mm 100m	\$1.380	·	\$2,744	33%
		\$457	\$457	0%
Salaries - Call Back	\$85		(\$85)	0%
	\$374	\$2,000	\$1,626	19%
Salaries - Overtime	\$276	\$2,000	\$1,724	14%
	\$16,895	\$41,642	\$24,747	41%
DOCKS, PIERS, MARINE STRUCTURES (310)				
	Salaries - Regular Salaries - Overtime Wages - Part Time/Temporary	Salaries - Regular \$16,895 Salaries - Overtime \$276 Wages - Part Time/Temporary \$374 Salaries - Call Back \$85 Unemployment Insurance (SUI) \$1,380 FICA Medicare/Social Security \$1,380 Workers' Compensation \$3,075 CalPERS Employer Share \$2,279 CalPERS Unfunded Liability \$2,960 Health Insurance \$347 Lealth Insurance \$347 Long Term Disability/Life/AD&D \$125 Retiree Medical Contribution \$2,500 Safety Supplies \$0 Office Supplies \$651 Tools \$389 Boat Fuel - Odd Job \$987 Vehicle & Equipment Fuel \$139 Miscellaneous Employee Training \$56,859 Meetings & Training \$56,859 Meetings & Training \$0 Wiscellaneous Expenses \$29 Uniform Cleaning/Laundry \$0 Engineering Services \$1 Mileage Reimbursement \$7,344 P	Salaries - Regular \$16,895 \$41,642 Salaries - Overtime \$276 \$2,000 Wages - Part Time/Temporary \$374 \$2,000 Salaries - Call Back \$85 Unemployment Insurance (SUI) \$457 FICA Medicare/Social Security \$1,380 \$4,124 Workers' Compensation \$3,075 \$2,220 CalPERS Employer Share \$2,279 \$5,220 CalPERS Unfunded Liability \$2,960 \$6,279 Health Insurance \$4,647 \$9,116 CalPERS Unfunded Liability \$2,960 \$6,279 Health Insurance \$347 \$533 Long Term Disability/Life/AD&D \$125 \$369 Retiree Medical Contribution \$2,500 \$5,200 Safety Supplies \$0 \$1,000 Office Supplies \$651 \$200 Tools \$389 \$10,000 Boat Fuel - Odd Job \$987 \$500 Vehicle & Equipment Fuel \$139 \$500 Miscellaneous Employee Training \$1,000	Salaries - Regular \$16,895 \$41,642 \$24,747 Salaries - Overtime \$276 \$2,000 \$1,724 Wages - Part Time/Temporary \$374 \$2,000 \$1,626 Salaries - Call Back \$85 (\$85) Unemployment Insurance (SUI) \$457 \$457 FICA Medicare/Social Security \$1,380 \$4,124 \$2,744 Workers' Compensation \$3,075 \$2,220 (\$855) CalPERS Employer Share \$2,279 \$5,220 \$2,941 CalPERS Unfunded Liability \$2,960 \$6,279 \$3,319 Health Insurance \$4,647 \$9,116 \$4,469 Dental Insurance \$347 \$533 \$186 Long Term Disability/Life/AD&D \$125 \$369 \$244 Retiree Medical Contribution \$2,500 \$5,200 \$2,700 Safety Supplies \$0 \$1,000 \$1,000 Supplies \$651 \$200 \$2,000 Supplies \$651 \$200 \$451 Tools \$389

BUILDINGS (330)				
Salaries - Regular	\$23,694	\$39,143	\$15,449	61%
Salaries - Overtime	\$102	\$1,000	\$898	10%
Wages - Part Time/Temporary		\$5,000	\$5,000	0%
Salaries - Comp. Time	\$615		(\$615)	0%
Salaries - Vacation Pay	\$2,548		(\$2,548)	0%
Salaries - Call Back	\$1,312		(\$1,312)	0%
Salaries - Call Ready	\$3,104	\$5,000	\$1,896	62%
Unemployment Insurance (SUI)	7.52 5.5.0	\$610	\$610	0%
FICA Medicare/Social Security	\$2,139	\$5,499	\$3,360	39%
Workers' Compensation	\$4,100	\$2,960	(\$1,140)	139%
CalPERS Employer Share	\$1,743	\$3,993	\$2,250	44%
CalPERS Unfunded Liability	\$2,264	\$4,803	\$2,539	47%
Health Insurance	\$2,240	\$15,421	\$13,181	15%
Dental Insurance	\$462	\$710	\$248	65%
Long Term Disability/Life/AD&D	\$166	\$491	\$325	34%
Safety Supplies	\$200	\$500	\$300	40%
Janitorial Supplies	\$12,446	\$30,000	\$17,554	41%
Supplies	\$1,863	\$3,000	\$1,137	62%
Tools	\$1,722	\$5,000	\$3,278	34%
Vehicle & Equipment Fuel	\$330	\$2,500	\$2,170	13%
Miscellaneous Employee Training	(\$1,500)	\$2,500	\$4,000	-60%
Insurance Premiums	\$6,822	\$16,000	\$9,178	43%
Memberships, Dues, Subscriptions		\$250	\$250	0%
Meetings & Training		\$1,000	\$1,000	0%
Miscellaneous Expenses	\$49	\$200	\$151	24%
Uniform Cleaning/Laundry	\$1,232	\$3,000	\$1,768	41%
Water, Sewer & Garbage	\$30,976	\$45,000	\$14,024	69%
Hazmat Disposal	\$2,044		(\$2,044)	0%
Custodial Contract	\$10,152	\$33,000	\$22,848	31%
Contract Services	\$207		(\$207)	0%
Engineering Services		\$1,500	\$1,500	0%
Other Services	\$995	\$1,500	\$505	66%
Building Repairs & Maintenance	\$16,067	\$40,000	\$23,933	40%
Paint & Supplies	\$1,690	\$1,500	(\$190)	113%
Signage		\$1,000	\$1,000	0%
Street Maintenance		\$1,000	\$1,000	0%
Vehicle Maintenance	\$385	\$1,500	\$1,115	26%
Equipment/Equipment R&M	\$2,003	\$6,000	\$3,997	33%
Welding Supplies	\$564	\$1,500	\$936	38%
TOTAL BUILDINGS	\$132,736	\$282,080	\$149,344	47%

Salaries - Call Ready	\$2,599 \$596	\$5,000 \$2.616	\$2,401 \$2,020	52% 23%
Unemployment Insurance (SUI)	\$596	\$2,616	\$2,020	
FICA Medicare/Social Security	\$9,153	\$23,595	\$14,442	39%
Workers' Compensation	\$17,593	\$12,700	(\$4,893) \$8,565	139% 44%
CalPERS Employer Share	\$6,637	\$15,202 \$18,287	\$9,666	47%
CalPERS Unfunded Liability	\$8,621	\$16,267 \$48,146	\$24,987	48%
Health Insurance	\$23,159 \$1,984	\$3,048	\$1,064	65%
Dental Insurance	\$7,904	\$2,108	\$1,395	34%
Long Term Disability/Life/AD&D Retiree Medical Contribution	\$2,500	\$5,200	\$2,700	48%
Hazmat Supplies	\$848	\$7,500	\$6,652	11%
Safety Supplies	\$2,727	\$2,500	(\$227)	109%
Supplies	\$4,656	\$6,000	\$1,344	78%
Tools	\$3,353	\$5,000	\$1,647	67%
Vehicle & Equipment Fuel	\$5,952	\$6,000	\$48	99%
Miscellaneous Employee Training	\$623	\$2,000	\$1,377	31% 44%
Equipment Rental	\$1,324	\$3,000	\$1,676 \$420	16%
Memberships, Dues, Subscriptions	\$80	\$500	\$1,800	28%
Permit Fees	\$700	\$2,500 \$4,000	\$2,915	27%
Uniform Cleaning/Laundry	\$1,085 \$113,394	\$180,000	\$66,606	63%
Gas & Electricity	\$24,308	\$45,000	\$20,692	54%
Water, Sewer & Garbage Hazmat Disposal	\$5,336	\$8,500	\$3,164	63%
Landscaping	\$287	\$10,000	\$9,713	3%
Contract Services	\$5,057	\$10,000	\$4,944	51%
Mileage Reimbursement	\$26		(\$26)	0%
Paint & Supplies	\$180	\$5,000	\$4,820	4%
Signage	\$5	\$5,000	\$4,995	0%
Parking Lot R&M	\$189	\$5,000	\$4,811	4%
Street Maintenance	(\$33)	\$2,500	\$2,533 \$5,700	-1% 28%
Vehicle Maintenance	\$2,210	\$8,000	\$5,790 \$1,824	39%
Other Repairs & Maintenance	\$1,176	\$3,000 \$2,500	\$2,500	0%
Permits & Inspections	\$1,974	\$10,000	\$8,026	20%
Equipment/Equipment R&M	\$1,974	\$2,500	\$2,500	0%
Fish Removal Expenses Waste Oil Disposal/Recycle	\$3,891	\$10,000	\$6,109	39%
Capitalized Equipment Xfer to 1100	\$49,636	\$25,000	(\$24,636)	199%
TOTAL GROUNDS	\$369,782	\$700,736	\$330,954	53%
AERATION (350)				0.40/
Salaries - Regular	\$5,385	\$15,645	\$10,260	34%
Unemployment Insurance (SUI)		\$157	\$157	0% 30%
FICA Medicare/Social Security	\$425	\$1,412	\$987 (\$293)	139%
Workers' Compensation	\$1,053	\$760 \$2,088	\$1,176	44%
CalPERS Employer Share	\$912 \$1.184	\$2,512	\$1,328	47%
CalPERS Unfunded Liability	\$1,184 \$1,618	\$2,881	\$1,263	56%
Health Insurance	\$1,010	\$182	\$63	65%
Dental Insurance	\$43	\$126	\$83	34%
Long Term Disability/Life/AD&D Supplies	\$434	\$500	\$66	87%
Gas & Electricity	\$9,860	\$18,000	\$8,140	55%
Odo & Licothory			\$9,939	1%
Equipment/Equip. R&M	\$61	\$10,000	\$33,171	39%

\$40	\$13.175	\$13 126	0%
Ψ+3			0%
1.2			1%
			139%
***************************************			44%
	35,020,000,000		47%
			50%
		10*.00.000	
		V	65%
\$8		***************************************	34%
			0%
\$1,113	\$18,935	\$17,822	6%
	\$500 \$200 \$400 \$100	\$500 \$200 \$400 \$100	0% 0% 0% 0% 0%
	\$750	\$750	0%
	\$1,000	\$1,000	0%
	\$200	\$200	0%
\$213,140	\$418,104	\$204,964	51%
	\$1,000	\$1,000	0%
	\$10,000	\$10,000	0%
	\$200	\$200	0%
\$515,448	\$1,030,895	\$515,447	50%
The state of the s	\$437,601	\$224,461	49%
	\$49 \$4 \$208 \$232 \$301 \$287 \$23 \$8 \$1,113 \$213,140	\$31 \$4 \$279 \$208 \$150 \$232 \$531 \$301 \$639 \$287 \$569 \$23 \$36 \$8 \$25 \$3,500 \$1,113 \$18,935 \$5,147 \$500 \$200 \$400 \$100 \$750 \$1,000 \$200 \$4,000 \$1,000 \$200 \$4,000 \$1,000 \$200 \$1,000 \$200 \$1,000 \$200 \$1,000 \$200 \$1,000 \$200 \$1,000 \$200 \$1,000 \$1,000 \$10,000 \$1	\$31 \$31 \$31 \$31 \$275 \$208 \$150 \$275 \$208 \$150 \$232 \$531 \$299 \$331 \$328 \$287 \$569 \$282 \$23 \$36 \$13 \$8 \$25 \$17 \$3,500 \$3,50

DREDGING OPERATIONS (400)				
Salaries - Regular	\$216,288	\$470,178	\$253,890	46%
Salaries - Overtime	\$7,877	\$25,000	\$17,123	32%
Wages - Part Time/Temporary	\$25,660	\$10,000	(\$15,660)	257%
Salaries - Comp. Time	\$1,876	\$500	(\$1,376)	375%
Salaries - Vacation Pay	\$2,723	\$1,000	(\$1,723)	272%
Salaries - Holiday Pay	\$924	\$1,000	\$76	92%
Salaries - Call Back	\$432	\$500	\$68	86%
Salaries - Night Differential	\$5	4000	(\$5)	0%
Unemployment Insurance (SUI)	\$1,372	\$4,983	\$3,611	28%
FICA Medicare/Social Security	\$21,059	\$44,942	\$23,883	47%
Workers' Compensation	\$33,510	\$24,190	(\$9,320)	139%
CalPERS Employer Share	\$12,290	\$29,300	\$17,010	42%
CalPERS Unfunded Liability	\$15,964	\$33,865	\$17,901	47%
Health Insurance	\$48,234	\$96,604	\$48,370	50%
Dental Insurance	\$3,779	\$5,806	\$2,027	65%
Long Term Disability/Life/AD&D	\$1,358	\$4,016	\$2,658	34%
Retiree Medical Contribution	\$2,500	\$5,200	\$2,700	48%
Hazmat Supplies	\$2,124	\$2,000	(\$124)	106%
Safety Supplies	\$5,021	\$5,000	(\$21)	100%
	\$8,715	\$7,500	(\$1,215)	116%
Supplies Tools	\$3,497	\$10,000	\$6,503	35%
	\$932	\$500	(\$432)	186%
Boat Fuel - Dredge Skiff	\$932	\$125,000	\$125,000	0%
Boat Fuel - Seabright	¢4 004		\$5,616	25%
Boat Fuel - Dauntless	\$1,884	\$7,500		61%
Vehicle & Equipment Fuel	\$3,661	\$6,000	\$2,339	
Miscellaneous Employee Training	\$1,391	\$6,000	\$4,609	23%
Fuel Dock Sales Tax	\$1	#00.000	(\$1)	0%
Equipment Rental	\$315	\$32,000	\$31,685	1%
Insurance Premiums	\$3,444	\$35,000	\$31,556	10%
Memberships, Dues, Subscriptions	04.044	\$500	\$500	0%
Meetings & Training	\$1,044	\$2,000	\$956	52%
Books	04.050	\$100	\$100	0%
Permit Fees	\$4,250	\$10,000	\$5,750	43%
Miscellaneous Expenses	\$1,575	\$5,000	\$3,425	32%
Uniform Cleaning/Laundry	\$3,608	\$6,500	\$2,892	56%
Hazmat Disposal	\$3,538	\$2,500	(\$1,038)	142%
Freight	\$2,281	\$2,500	\$219	91%
Environmental Services		\$10,000	\$10,000	0%
Dredge Consulting	\$15,862	\$25,000	\$9,138	63%
Other Services	\$2,314	\$10,000	\$7,686	23%
Mileage Reimbursement	\$171	\$1,000	\$829	17%
Piers & Marine Structures R&M	\$307		(\$307)	0%
Paint & Supplies	\$1,344	\$2,500	\$1,156	54%
Vehicle Maintenance	\$1,616	\$3,500	\$1,884	46%
Other Repairs & Maintenance		\$1,200	\$1,200	0%
Safety Equipment R&M	\$174	\$1,000	\$826	17%
Equipment/Equipment R&M	\$13,614	\$60,000	\$46,386	23%
Maint/Lube Inner Harbor Dredge	\$12,291	\$15,000	\$2,709	82%
Maint/Lube Dredge Seabright	\$33,670	\$80,000	\$46,330	42%
Maint/Lube - Ancilliary Equipment	\$3,676	\$20,000	\$16,324	18%
Maint/Lube Dredge Workboat Dauntl	\$21,004	\$27,500	\$6,496	76%
Dredge Paint/Coatings	\$7,908	\$8,500	\$592	93%
Booster Pump R&M		\$15,000	\$15,000	0%
Welding Supplies	\$4,283	\$12,000	\$7,717	36%
January 2017 Winter Storms - Salari	\$13,356		(\$13,356)	0%
Capitalized Equip Xfer to 1100	\$313,037	\$378,258	\$65,221	83%
TOTAL DREDGING OPERATIONS	\$574,720	\$1,314,884	\$740,164	44%

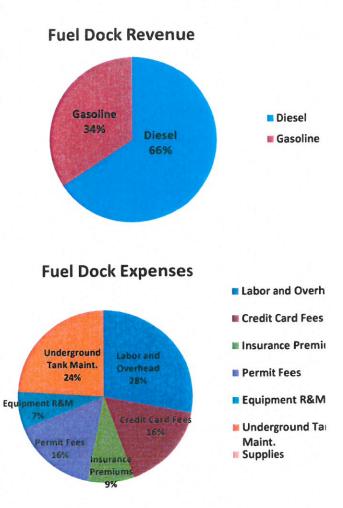
BOATYARD OPERATIONS (500)				
Salaries - Regular	\$50,194	\$103,224	\$53,030	49%
Salaries - Overtime	\$604	\$2,000	\$1,396	30%
Wages - Part Time/Temp.	\$6,472	\$15,500	\$9,028	42%
Call Back	\$246	\$500	\$254	49%
Unemployment Insurance (SUI)	\$273	\$1,870	\$1,597	15%
FICA Medicare/Social Security	\$4,287	\$10,370	\$6,083	41%
Workers' Compensation	\$12,578	\$9,080	(\$3,498)	139%
CalPERS Employer Share	\$2,895	\$6,630	\$3,735	44%
CalPERS Unfunded Liability	\$3,760	\$7,976	\$4,216	47%
Health Insurance	\$15,881	\$35,822	\$19,941	44%
Dental Insurance	\$1,418	\$2,179	\$761	65%
Long Term Disability/Life/AD&D	\$510	\$1,507	\$997	34%
Hazmat Supplies	\$1,062	\$500	(\$562)	212%
Safety Supplies		\$500	\$500	0%
Supplies	\$2,123	\$2,500	\$377	85%
Tools		\$1,000	\$1,000	0%
Fuel - Travelift	\$750	\$2,100	\$1,350	36%
Boatyard Training		\$700	\$700	0%
Advertising	\$10	\$500	\$490	2%
Equipment Rental	\$2,070	\$1,000	(\$1,070)	207%
Insurance Premiums	\$1,873	\$2,700	\$827	69%
Permit Fees	\$1,816	\$2,500	\$684	73%
Credit Card Fees	\$1,859	\$4,000	\$2,141	46%
Misc. Expenses	\$642	\$2,500	\$1,858	26%
Uniforms		\$400	\$400	0%
Gas & Electricity		\$2,500	\$2,500	0%
Water, Sewer, Garbage	\$2,210	\$2,500	\$290	88%
Hazmat Disposal	\$2,565	\$5,200	\$2,635	49%
Telephone & Alarms	\$1,004	\$2,500	\$1,496	40%
Sanitary District Charges		\$1,000	\$1,000	0%
Contract Services	\$106	\$500	\$395	21%
Engineering Services		\$500	\$500	0%
Other Services	\$247	\$2,000	\$1,753	12%
Software License & Application		\$500	\$500	0%
Mileage Reimbursement		\$200	\$200	0%
Signage	\$55	\$500	\$446	11%
Office Equipment		\$200	\$200	0%
Equipment R&M	\$9,198	\$3,000	(\$6,198)	307%
Filtration System R&M		\$3,000	\$3,000	0%
Filtration System Supplies		\$1,500	\$1,500	0%
Cost of Goods Sold	\$5,656	\$10,000	\$4,344	57%
TOTAL BOATYARD OPERATIONS	\$132,363	\$253,158	\$120,795	52%

CAPITAL IMPROVEMENT PROGRAM (900))			
Sewer Lift Station Upgrade Labor	\$1,017		(\$1,017)	0%
Piling Replacement Labor	\$10,134		(\$10,134)	0%
Piling Replacement Budget	\$858,339		(\$858,339)	0%
Pavement Repairs Budget	\$1,020		(\$1,020)	0%
Dock Upgrades Budget	\$54,389		(\$54,389)	0%
Dock Upgrades Labor	\$24,861		(\$24,861)	0%
Building Restoration Labor	\$4,157		(\$4,157)	0%
Building Restoration R&M	\$1,815		(\$1,815)	0%
Building Restoration Budget	\$26,314		(\$26,314)	0%
Revetment & Seawall Engineering	\$940		(\$940)	0%
Aldo's Seawall Labor	\$238		(\$238)	0%
Aldo's Seawall Engineering	\$54,245		(\$54,245)	0%
Aldo's Seawall Budget	\$6,657		(\$6,657)	0%
Westside Retaining Wall Labor	\$1,568		(\$1,568)	0%
Westside Retaining Wall Budget	\$3,578		(\$3,578)	0%
Brow Pier Repair Labor	\$804		(\$804)	0%
Brow Pier Repair Budget	\$194		(\$194)	0%
Harbor Security Labor	\$1,292		(\$1,292)	0%
Harbor Security Upgrades Budget	\$2,224		(\$2,224)	0%
Harbor Security Upgrades Budget	\$118,980		(\$118,980)	0%
TOTAL CAPITAL IMPROVEMENT	\$1,172,765	\$0	(\$1,172,765)	0%
DEPRECIATION				
Depreciation - Docks	\$357,488		(\$357,488)	0%
Depreciation - Structures & Improver	\$315,996		(\$315,996)	0%
Depreciation - Office Equipment	\$11,152		(\$11,152)	0%
Depreciation - Equipment	\$139,876		(\$139,876)	0%
Depreciation - Boatyard Sweeper	\$1,998		(\$1,998)	0%
Depreciation - Travelift	\$13,500		(\$13,500)	0%
TOTAL DEPRECIATION	\$840,009	\$0	(\$840,009)	0%
AMORTIZATION				
NET PENSION LIABILITY EXPENSE				

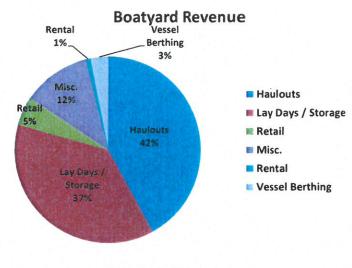
EMPLOYEE COUNT AT 9/30/18

EMPLOTEL CO	ONT AT 9/30/10			
		FTE%	Unversented	
ADMINI	March armin Halland	100.0%	Unrepresented	Admin. Services Manager
ADMIN	MacLaurie, Holland	100.0%		Admin. Assistant I
ADMIN	Olin, Emma	100.0%		Port Director
ADMIN	Olin, Marian	100.0%		Accounting Technician II
ADMIN	Eldridge, Mark	100.0%		Accounting recrimician in
FACILITIES	Acevedo, Arturo	100.0%		Maintenance Worker II
FACILITIES	Blaz, Matthew	100.0%		Dredge Worker II
FACILITIES	Bodas, Jeremy	100.0%		Dredge Worker II
FACILITIES	Gullo, Nicholas	100.0%		Supervising Maint. Worker
FACILITIES	Henning, Nicholas		var	Temporary Harbor Maintenance Worker
FACILITIES	Kerkes, Matt	100.0%		Facilities, Maint & Engineering Mgr
FACILITIES	Lopez, Jorge	100.0%		Maintenance Worker II
FACILITIES	Lopez-Martinez, Jorge		prov	Maintenance Worker I
FACILITIES	Marty, Randy	100.0%		Maintenance Worker III
FACILITIES	Ramos, Brenda	100.0%		Facilities Coordinator
FACILITIES	Rodriguez, Brian		var	Weekend Janitorial
FACILITIES	Sengezer, Chris	100.0%		Supervising Dredge Worker
FACILITIES	Stipanovich, Rory	100.0%		Dredge Worker III
FACILITIES	Tandoi, Steven	100.0%		Dredge Worker II
FACILITIES	Vera, Jose	100.0%		Maintenance Worker II
FACILITIES	Wagoner, Joshua	100.0%		Dredge Worker II
OPERATIONS	Amundson, Greg		var	Reserve Deputy Harbormaster
OPERATIONS	Anderson, Blake	100.0%		Assistant Harbormaster
OPERATIONS	Giles, Robert		var	Operations Assistant & Beach Monitor
OPERATIONS	Gitler, Mark		var	Operations Assistant & Beach Monitor
OPERATIONS	Gomes, James		var	Operations Assistant
OPERATIONS	Hann, Alfred		var	Fuel Dock Attendant / Parking Control
OPERATIONS	Hill, David	100.0%		Deputy Harbormaster
OPERATIONS	Hoessel, James		var	Boatyard Crew
OPERATIONS	King, Kevin	100.0%		Deputy Harbormaster
OPERATIONS	Kinnamon, Don	100.0%		Senior Deputy Harbormaster
OPERATIONS	Loelhoeffel, Katrin		var	Operations Assistant
OPERATIONS	Marshall, Latisha	100.0%		Harbormaster
OPERATIONS	McCauley, Koby	100.0%		Deputy Harbormaster
OPERATIONS	McGraw, Angelita	100.0%		Parking Coordinator
OPERATIONS	Melrose, Kevin	100.0%		Boatyard Worker
OPERATIONS	Melrose, Peter		var	Parking Control
OPERATIONS	Melrose, Richard		var	Operations Assistant
OPERATIONS	Merritt, Carol		var	Operations Assistant
OPERATIONS	Nelson, Michael		var	Water Taxi Crew
OPERATIONS	Nigos, Joe		var	Operations Assistant
OPERATIONS	Pasquali, Richard		var	Operations Assistant
OPERATIONS	Prussia, Cooper		var	Operations Assistant
OPERATIONS	Rank, Jordan	100.0%		Deputy Harbormaster
OPERATIONS	Rothwell, Niki	100.0%		Customer Service Rep.
OPERATIONS	Rothwell, Sean	100.0%		Deputy Harbormaster
OPERATIONS	Speilman, Pierce		var	Operations Assistant
OPERATIONS	Stephenson, Ryan	100.0%		Boatyard Supervisor
OPERATIONS	Vaughan, Victoria		var	Parking Control
OPERATIONS	Wall, Ryan		var	Reserve Deputy Harbormaster
OPERATIONS	Warburton, Robert		var	Parking Control
OPERATIONS	Waters, Peggy		var	Parking Control

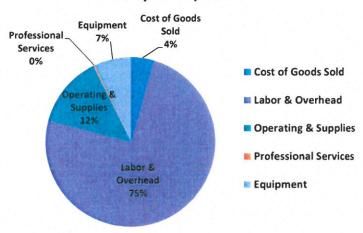
	FY 2019		
	QTD	YTD	
	Jul - Sep	Apr - Sep	
Fuel Dock Revenue			
Diesel	\$100,294	\$233,955	
Gasoline	\$59,853	\$122,112	
Service Call Back	\$0	\$0	
Total Revenue	\$160,147	\$356,067	
Cost of Sales			
Diesel	\$87,194	\$158,121	
Gasoline	\$47,813	\$98,614	
Total Cost of Sales	\$135,008	\$256,734	
Gross Profit	\$25,139	\$99,333	
Operating Expenses			
Labor and Overhead	\$2,605	\$5,701	
Credit Card Fees	\$1,959	\$3,322	
Insurance Premiums	\$877	\$1,753	
Permit Fees	\$3,227	\$3,227	
Equipment R&M	\$120	\$1,419	
Underground Tank Maint.	\$1,451	\$4,856	
Software License & Application	\$0	\$0	
Supplies	\$0	\$14	
Total Operating Expenses	\$10,238	\$20,292	
Net Profit / (Loss)	\$14,901	\$79,040	
Profit Margin	9%	22%	



	QTD Jul - Sep	YTD Apr - Sep
Boatyard Revenue		
Haulouts	\$30,091	\$58,378
Lay Days / Storage	\$29,168	\$51,664
Retail	\$3,436	\$6,896
Misc.	\$8,018	\$16,195
Rental	\$760	\$1,125
Labor		\$0
Vessel Berthing	\$2,497	\$4,355
Total Revenue	\$73,970	\$138,612
Cost of Goods Sold	\$5,656	\$5,656
Boatyard Expenses		
Labor & Overhead	\$42,189	\$99,118
Operating & Supplies	\$5,853	\$18,038
Professional Services	\$247	\$353
Equipment	\$6,191	\$9,198
Environmental	\$0	\$0
Total Operating Expenses	\$60,137	\$132,363
Net Profit / (Loss)	\$13,833	\$6,249



Boatyard Expenses





JOHN CHIANG TREASURER STATE OF CALIFORNIA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/10/18	2.05	1.98	189
09/11/18	2.05	1.98	189
09/12/18	2.05	1.98	189
09/13/18	2.06	1.98	190
09/14/18	2.07	1.98	190
09/15/18	2.07	1.99	190
09/16/18	2.07	1.99	190
09/17/18	2.07	1.99	187
09/18/18	2.07	1.99	188
09/19/18	2.08	1.99	188
09/20/18	2.08	1.99	188
09/21/18	2.08	1.99	187
09/22/18	2.08	1.99	187
09/23/18	2.08	1.99	187
09/24/18	2.08	2.00	189
09/25/18	2.08	2.00	188
09/26/18	2.09	2.00	190
09/27/18	2.09	2.00	192
09/28/18	2.09	2.00	193
09/29/18	2.09	2.00	193
09/30/18	2.09	2.00	193
10/01/18	2.11	2.11	205
10/02/18	2.11	2.11	205
10/03/18	2.12	2.11	206
10/04/18	2.12	2.12	206
10/05/18	2.12	2.12	205
10/06/18	2.12		205
10/07/18	2.12	2.12	205
10/08/18	2.12		202
10/09/18	2.12		202
10/10/18	2.13	2.12	202

^{*}Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Performance Report Quarter Ending 06/30/18

Apportionment Rate: 1.90%

Earnings Ratio: 0.00005216919081336

Fair Value Factor: 0.998126869

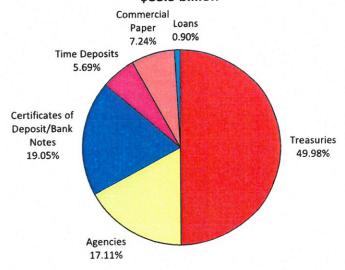
Daily: 1.92%

Quarter to Date: 1.76% Average Life: 193

PMIA Average Monthly Effective Yields

Sept 2018	2.063
Aug 2018	1.998
July 2018	1.944

Pooled Money Investment Account Portfolio Composition 09/30/18 \$88.3 billion



Percentages may not total 100%, due to rounding.

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

www.treasurer.ca.gov/pmialaif/laif.asp October 17, 2018

SANTA CRUZ PORT DISTRICT

PORT DIRECTOR 135 5TH AVENUE SANTA CRUZ, CA 95062 PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

September 2018 Statement

Effective Transaction Tran Confirm

 Date
 Date
 Type
 Number
 Authorized Caller
 Amount

 9/20/2018
 9/19/2018
 RD
 1584123
 MARIAN OLIN
 500,000.00

 9/21/2018
 9/20/2018
 RD
 1584244
 MARIAN OLIN
 3,000,000.00

Account Summary

Total Deposit:

3,500,000.00 Beginning Balance:

8,580,901.18

Total Withdrawal:

0.00 Ending Balance:

12,080,901.18

Santa Cruz Port District Debt Service Coverage Audited FY 18

		2017 Audited*		2018 Audited
Operating Revenues	•	0.700.047	•	7 404 504
Charges for berthing and services	\$ \$	6,799,847	\$	7,181,501 1,889,238
Rent and concessions	\$	1,694,869 8,494,716	\$	9,070,739
Total Operating Revenues	Φ	0,434,710	Ψ	3,070,700
Operating Expenses	\$	1,781,839	\$	1,824,754
Depreciation and Amortization	\$	298,869	\$	489,486
CalPERS Unfunded Liability	\$	1,259,287	\$	1,234,002
Dredging Operations	\$	717,648	\$	632,156
Administrative Services	\$		\$	-
Operating and Security	\$	-	\$	
Maintenance		- 656 430	\$	633,063
Grounds	\$	656,439	\$	
Fuel Services	\$	331,742	\$	350,664
Harbor Patrol	\$	621,569		627,790
Property Management	\$	429,040	\$	403,528
Marina Management	\$	461,217	\$	492,804
Buildings	\$	238,023	\$	259,087
Parking Services	\$	345,904	\$	360,565
Docks, Piers, Marine Structures	\$	263,642	\$	317,187
Debt issuance costs	\$	-	\$	405.000
Finance & Purchasing	\$	170,809	\$	165,863
Environmental & Permitting	\$	156,750	\$	131,817
Utilities	\$	84,314	\$	107,964
Aeration	\$	42,498	\$	44,900
Rescue Services	\$	90,519	\$	97,308
Boatyard Operations	\$	239,953	\$	221,938
Port Commission Support	\$	50,183	\$	48,164
Capital Projects	\$	1,024	\$	9,716
Events	\$	32,531	\$	32,313
Fishery Support	\$	5,042	\$	2,452
Total Expenses	\$	8,278,842	\$	8,487,521
Non-Operating Revenue (Expenses)				
County revenues for public services	\$	11,243	\$	36,228
Grants and Other Income	\$	65,560	\$	140,189
Dredging Reimbursement USACE	\$	400,000	\$	485,000
Interest Income	\$	46,245	\$	96,293
Interest Expense	\$	(476,817)	\$	(444,310)
Other Income (Expenses)	\$	(74,482)	\$	44,912
Total Non-Operating Income (Expenses)	\$	(28,251)	\$	358,312
Extraordinary Items Losses related to tsunami damage, net of reimbursements	\$	(17,088)	\$	
OE3 Trust Fund withdrawal liability		, , , , ,		
Grants recognized in excess of current expenses related to tsunami				
damage	_	(17.000)	_	
Total Extraordinary Items	\$	(17,088)	\$	
Debt Service Coverage Calculation	14211			0.075.755
(+) Gross Revenues	\$	8,494,716	\$	9,070,739
(-) Maintenance and operating expenses	\$			(8,487,521)
(+) Depreciation and Amortization	\$	1,781,839	\$	1,824,754
(+) CalPERS Unfunded Liability	\$	298,869	_\$	489,486
(=) Net Operating Income	\$	2,296,582	\$	2,897,458
(+) Interest Income	\$	46,245	\$	96,293
(+) Non-operating Income	\$	(74,482)	\$	44,912
(+) Grants	\$	76,803	\$	176,417
(+) Dredging Reimbursement USACE	\$	400,000	\$	485,000
(=) Net Revenues Available for Debt Service	\$	2,745,148	\$	3,700,080
(+) Current Portion Long Term Debt	\$	1,015,120	\$	1,048,837
(+) Interest Expense	\$	476,817	\$	444,310
(=) Total Debt Service		1,491,937	\$	1,493,147
	•		7	
Debt Service Coverage Ratio (DSCR)		1.84x		2.48x
Required DSCR		1.25x		1.25x

Certain reclassifications have been made to the 2017 financial statements to conform to the 2018 presentation with respect to the net pension liability on the Statement of Revenues, Expenses, and Changes * in Net Position and Statement of Cash Flows (see page 20 of FY18 audited financial statements)

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Reed Geisreiter
Stephen Reed
Darren Gertler

TO:

Port District Commission

FROM:

Latisha Marshall, Harbormaster

DATE:

October 3, 2018

SUBJECT:

Crime/Incident/Citation Report September 2018

Crime Reports, Assists Outside Department and Incident Reports:

09/11/18 Harbor Patrol took an incident report after a threatening written statement was

included with payment for a parking citation.

09/18/18 Harbor Patrol responded to a report of a disturbance in in the area of 345 Lake

Avenue. Once on scene, Harbor Patrol arrested a subject for public intoxication. The

subject was transported to county jail without further incident.

09/20/18 Santa Cruz Police Department took a stolen property report after an unknown

suspect burglarized a harbor concession. Video surveillance captured the suspect's

photograph, which was distributed to local law enforcement agencies.

09/22/18 Harbor Patrol responded to a report of a sinking vessel in the area of AA-Dock. Tow

BoatUS attempted to dewater the vessel, but the leak was significant. Airbag floats were deployed to keep the vessel afloat. The vessel was eventually hauled at the

boatvard. No injuries were reported.

Search/Rescue/Recovery:

09/15/18 Harbor Patrol responded to a report of a cliff rescue in the area of Sunny Cove

Beach. Six people were trapped on the rocks. Prior to Harbor Patrol's arrival, the

subjects successfully self-rescued. No injuries were reported.

09/22/18 Harbor Patrol responded to a report of a kite surfer in distress in the area of Waddell

Creek. Prior to Harbor Patrol's arrival, the call was cancelled. Harbor Patrol returned

to the harbor without further incident.

September Parking Citations: 329

August 20, 2018

Lisa Ekers, Port Manager Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062-4701

RE: District Transparency Certificate of Excellence Approval

Dear Ms. Ekers:

Congratulations! The Santa Cruz Port District has successfully completed the District Transparency Certificate of Excellence program through the Special District Leadership Foundation (SDLF).

On behalf of the SDLF Board of Directors, I would like to congratulate your district on achieving this important certificate. By completing the District Transparency Certificate of Excellence Program, the Santa Cruz Port District has proven its dedication to being fully transparent as well as open and accessible to the public and other stakeholders.

Included in this letter are your window cling year stickers so that your district may showcase this important accomplishment.

Congratulations and thank you for your dedication to excellence in local government.

Most sincerely,

David Aranda

SDLF Board President



JIMMY PANETTA 20th District, California

COMMITTEE ON AGRICULTURE

COMMITTEE ON ARMED SERVICES

Congress of the United States Bouse of Representatives

Washington, DC 20515-0520

228 CANNON HOUSE OFFICE BUILDING WASHINGTON, DC 20515 (202) 225-2861

> 100 WEST ALISAL SALINAS, CA 9390 (831) 424-2229

701 OCEAN STREET ROOM 318 SANTA CRUZ, CA 95060 (831) 429-1976

October 4, 2018

The Honorable Mick Mulvaney Office of Management and Budget Eisenhower Executive Office Building 1650 Pennsylvania Avenue, NW Washington, DC 20503 The Honorable R.D. James Assistant Secretary of the Army Civil Works 108 Army Pentagon Washington, DC 20310

Dear Director Mulvaney and Assistant Secretary James,

I write to request assistance in assigning \$385,000 to the Santa Cruz Harbor in the U.S. Army Corps of Engineers (Corps) Fiscal Year 2019 (FY19) Work Plan in support of ongoing maintenance dredging of the federal channel. These funds are critical to maintaining safe and navigable depths within the Harbor's federal channel.

The Santa Cruz Port District (SCPD) manages a federal navigation project and harbor of refuge along the central coast of California. The Harbor requires annual dredging which the SCPD performs with their own dredge under a cost sharing agreement with the federal government. Pursuant to a 2015 Memorandum of Agreement (MOA) between the Harbor and the Assistant Secretary of the Army for Civil Works, the Corps is required to reimburse the Harbor for the federal cost share of dredging the channel.

SCPD is the only small craft harbor of refuge that has agreed to share in the cost of performing the Corps' work of annual maintenance dredging. As the non-federal sponsor, they have performed dredging operations under MOA with the Corps since 1986, ensuring a functional channel entrance. Continued dredging operations can only occur with sustained federal funding as agreed to in the MOA.

Support for the Port District is necessary to ensure the safety of commercial and recreational interests along the Central Coast. Specifically, SCPD supports a presence by the U.S. Coast Guard (USCG). USCG maintains Station Small Santa Cruz on a seasonal basis through a mutual aid agreement, while SCPD provides first response search and rescue when USCG Station Santa Cruz is unmanned. SCPD's marine rescue unit has responded to 124 search and rescue calls since January 2017, functions that simply cannot be performed without a safe and navigable channel in place. Additionally, Santa Cruz Harbor also provides berthing for the California Air National Guard and City of Santa Cruz's fire boat.

I thank the Corps for providing SCPD with \$487,000 in the FY18 Work Plan. These funds were vital in addressing a multi-year funding shortfall that was owed to the Port District. I hope that the significant financial contributions being made by SCPD will continue to be recognized and

reflected in the FY19 Work Plan. The local sponsor is committed to the safety and viability of the Central Coast's maritime interests, and reimbursement of these funds in the FY19 Work Plan is critical to the continuation of this mission. Thank you for your attention to this request.

Sincerely,

Jimmy Panetta

Member of Congress

10-11-18 Port Commissioners * Staff Members Thank You for gracionaly sharing Harbon Beach go snow all bura Staff Members at the Fallen Officers Benefit on Sept 8. Respectfully. Bruce Empl

Port Commission Review Calendar 2018-19

2018	2019
January-March ✓ Committee assignments for 2018 ✓ Sea Scouts' bi-annual report ✓ Slip vacancy bi-annual report / waiting list statistics ✓ FY 19 Budget ✓ Review 5-year CIP ✓ Ethics Training Update ✓ Form 700 Filing (due by 03/31 each year) April-June ✓ Intero lease exp. 5/31/18 (no option) ✓ Dredge Report 2017-18	January-March Committee assignments for 2019 Sea Scouts' bi-annual report Slip vacancy bi-annual report / waiting list statistics FY 20 Budget Review 5-year CIP Ethics Training Update Form 700 Filing (due by 03/31 each year) Bi-annual Anti-Harassment/Anti-Discrimination Training
✓ 2017 Vessel Use List Review	April-June Dredge Report 2018-19 Vessel Use List Review
July-September Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07 Sea Scouts' bi-annual report Slip vacancy bi-annual report / waiting list statistics Review / amend conflict of interest code	July-September Vessel Insurance Policy Review Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07 Sea Scouts' bi-annual report Slip vacancy bi-annual report / waiting list statistics
October-December Annual review of business use of slips Ethics training (Dec 2018) Port Commission officers for 2019 Update on Murray Street Bridge Project Biennial Update to Conflict of Interest Code	October-December Annual review of business use of slips Port Commission officers for 2020 Nexus Wealth Advisors lease exp. 11/30/19 (2) 3 year options
Committee Review Items (timeline not specified)	
Development of a draft investment policy (Business-Finance Committee)	 ABC End-Tie review after Murray Street Bridge Retrofit March 2020 Marc Kraft PY&S sublease extension (2 years)
	Updated 10/17/18 Progress/CommissionReviewCalendar-2018.doc
	Key Pending

Done