

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

June 25, 2025 – 7:00 P.M.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/87638880876?pwd=MSJvZlZ8YhLUMGr2sZUKUSkOGxRmYL.1>

Meeting ID: 876 3888 0876

Passcode: 798719

One tap mobile

+16694449171,,87638880876#,,, *798719# US

+16699006833,,87638880876#,,, *798719# US (San Jose)

A. CLOSED SESSION

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

1. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park- licenses and easements. Negotiating parties: General Manager and District Counsel.
2. Confer with real property negotiators regarding pending land use matters in reference to APN 133251009000 pursuant to Government Code Section 54956.8.
3. Consider personnel matters pursuant to Government Code Section 54957(b)(1)- General Manager Employment review.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

Roll Call

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

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

C. PRESIDENT'S REMARKS

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

D. PUBLIC COMMENTS

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

E. CONSENT CALENDAR

1. Approval of May 28, 2025 Meeting Minutes

F. FINANCIAL REPORT

2. Financial report month ending May 31, 2025

G. MANAGER'S REPORTS

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

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

H. COMMITTEE REPORTS

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

I. NEW BUSINESS

19. CONSIDER INSURANCE RENEWAL PROPOSAL AND FINANCING OPTION.

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

20. CSDA 2025 BOARD OF DIRECTORS BALLOT.

- a. Staff report
- b. Public comment

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

- c. Board discussion
- d. Board Action

21. CONSIDER AWARD OF FISCAL YEAR 24/25 BONUS TO GENERAL MANAGER/HARBOR MASTER PURSUANT TO THE TERMS OF HIS AT-WILL EMPLOYMENT CONTRACT.

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

22. CONSIDER RESOLUTION 25-01 SHORT TERM RENTAL AGREEMENT WITH AHTNA INFRASTRUCTURE & TECHNOLOGIES FOR OFFICE SPACE AT THE SANTA CRUZ CANNERY BUILDING.

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

J. COMMISSIONERS COMMENTS AND CONCERNS

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

K. ADJOURNMENT

The next Meeting of the Board of Harbor Commissioners is scheduled for July 23, 2025 at the Moss Landing Harbor District, 7881 Sandholdt Road, Moss Landing, CA. Individuals requiring special accommodations should contact Administrative Assistant, Shay Shaw at Shaw@mosslandingharbor.dst.ca.us or at 831.633.2461 no less than 72 hours prior to the meeting or if a Special Meeting, as soon as possible after the Agenda is posted. Copies of the agenda will be available 72 hours prior to Regular Meetings and 24 hours prior to Special Meetings and/or by contacting the District at 831.633.5417 or Razzeca@mosslandingharbor.dst.ca.us or on the District's website at www.mosslandingharbor.dst.ca.us. All meetings are noticed and conducted in accordance with the Ralph M. Brown Act



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

May 28, 2025

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

Join Zoom Meeting

<https://us06web.zoom.us/j/88263606053?pwd=tURyFM5Bkd229RgWN3gJPzJVsrGbFK.1>

Meeting ID: 882 6360 6053

Passcode: 707518

One tap mobile

+16699006833,,88263606053#,,,,*707518# US (San Jose)

+16694449171,,88263606053#,,,,*707518# US

A. CLOSED SESSION

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

1. Confer with real property negotiators pursuant to Government Code §54956.8 regarding Moss Landing Commercial Park- licenses and easements. Negotiating parties: General Manager and District Counsel.
2. Confer with real property negotiators regarding pending land use matters in reference to APN 133251009000 pursuant to Government Code Section 54956.8.

B. OPEN SESSION CALL TO ORDER - PLEDGE OF ALLEGIANCE

President Jeffries called the meeting to order at 7:00 pm. After the Pledge of Allegiance, roll was called.

Commissioners Present:

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

Staff Present:

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

C. PRESIDENT'S REMARKS

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

D. PUBLIC COMMENTS

None.

E. CONSENT CALENDAR

1. Approval of April 23, 2025 Meeting Minutes. A motion was made by Commissioner Goulart, seconded by Commissioner Soto to approve the April 23, 2025 Meeting Minutes. The motion passed unanimously on a roll-call vote.

F. FINANCIAL REPORT

2. Financial report month ending April 30, 2025. GM Razzeca gave the report. A motion was made by Commissioner Ferrante, seconded by Commissioner Goulart to accept the financial report. The motion passed unanimously on a roll-call vote.

G. MANAGER'S REPORTS

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

3. Projects Status/Update– Commissioner Goulart wanted to know what the phone line that was put in the NH Building was for and GM Razzeca said it was for a dedicated phone line specifically for the elevator.

4. Summary of Permits Issued – nothing to report

5. Meeting Announcements – nothing to report

6. Assigned Liveboard Report – nothing to report

7. Slip Income Report – nothing to report

8. Incident Report – nothing to report

H. COMMITTEE REPORTS

9. Finance Committee – Ferrante/Goulart – written report/no questions

10. Elkhorn Slough Advisory Committee – Lomeli – written report/no questions

11. Special Districts – Jeffries/Ferrante – Commissioner Ferrante attended CSDA Legislative days and reported on events that took place.

12. Liveboard Committee – Soto/Lomeli – written report/no questions

13. Harbor Improvement Committee – Soto/Lomeli– written report/no questions

14. Real Property Committee I – Jeffries/Ferrante/Leonardini(Appointed Public Representative) – written report/no questions

15. Real Property Committee II – Goulart/Soto – written report/no questions

16. Personnel Committee – Jeffries/Goulart– written report/no questions

17. Ad Hoc Budget Committee – Goulart/Soto – written report/no questions

18. Meetings attended by Commissioners at District expense since the last regular meeting of the Board (AB 1234 requirements). Such reports may be oral or written.

I. NEW BUSINESS

19. PUBLIC HEARING AND FIXING THE FINAL BUDGET FY 25/26.

a. Staff report – GM Razzeca gave the report

b. Public comment - None

c. Board discussion - None

d. Board Action - A motion was made by Commissioner Goulart, seconded by Commissioner Soto to adopt the Final Budget FY 25/26. The motion passed unanimously on a roll-call vote.

20. CONSIDER ADOPTING ORDINANCE 216 AMENDING THE DISTRICT'S FEE SCHEDULE.

a. Staff report – GM Razzeca gave the report

b. Public comment - None

c. Board discussion – None

d. Board Action – A motion was made by Commissioner Ferrante, seconded by Commissioner Soto to adopt Ordinance 216 Amending the District Fee schedule. The motion passed unanimously on a roll-call vote.

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21. CONSIDER MBARI CONSTRUCTION PERMIT APPROVAL.

- a. Staff report – GM Razzeca gave the report
- b. Public comment - None
- c. Board discussion – Commissioner Ferrante was impressed how the CEQUA report was laid out and the clarity for the project. He also praised MBARI for having a good neighbor policy so there are no surprises to all parties involved.
- d. Board Action – A motion was made by Commissioner Ferrante, seconded by President Jeffries to approve MBARI Construction permit. The motion passed unanimously on a roll-call vote.

22. CONSIDER ADOPTING RESOLUTION 25-02 AWARDING A CONTRACT FOR THE 2025 MAINTENANCE DREDGING PROJECT.

- a. Staff report – GM Razzeca gave the report that there was no contractor to select at this time.
- b. Public comment - None
- c. Board discussion – None
- d. Board Action – A motion was made by Commissioner Ferrante, seconded by Commissioner Lomeli to continue this item to a subsequent Board Meeting. The motion passed unanimously on a roll-call vote.

23. CONSIDER THE DISRTICT’S INSURANCE PROPOSAL AND FINANCING OPTION.

- a. Staff report – GM Razzeca gave the report that the proposal had not yet been received.
- b. Public comment – None
- c. Board discussion – None
- d. Board Action – A motion was made by Commissioner Ferrante, seconded by Commissioner Lomeli to continue this item to a subsequent Board Meeting. The motion passed unanimously on a roll-call vote.

J. COMMISSIONERS COMMENTS AND CONCERNS

Commissioners Ferrante said that the orange barrier at A-dock stands out and that it was nicely done. GM Razzeca said that maintenance did a great job.

K. ADJOURNMENT

President Jeffries adjourned the meeting at 7:26 pm.

Respectfully submitted,

ATTEST:

James Goulart, Secretary
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Moss Landing Harbor District
Balance Sheet
As of May 31, 2025

	<u>May 31, 25</u>	<u>May 31, 24</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
1002 · Petty Cash	500	500		
1022 · WCCB Trust Account	4,055,283	3,994,307	60,976	2%
1001 · WCCB Operating Account	2,949,938	4,639,714	-1,689,776	-36%
1015 · WCCB MM Bank	1,917,817	1,908,253	9,564	1%
1020 · Umpqua - Restricted	1,017,441	1,017,331	110	
1032 · WCCB Bank (CalMarine)	52,027		52,027	100%
Total Checking/Savings	<u>9,993,006</u>	<u>11,560,105</u>	<u>-1,567,099</u>	<u>-14%</u>
Accounts Receivable				
1250 · Lease Receivable	3,321,323	3,805,269	-483,946	-13%
1120 · Leases				
1282 · NNN Receivable	115,650	111,293	4,357	4%
1291 · Monterey Bay Kayak % Rent	19,455	1,873	17,582	939%
1120 · Leases - Other		7,761	-7,761	-100%
Total 1120 · Leases	<u>135,105</u>	<u>120,927</u>	<u>14,178</u>	<u>12%</u>
1200 · Marina Receivables	173,754	183,088	-9,334	-5%
1201 · Marina - Allow for Bad Debt	-59,333	-57,000	-2,333	-4%
Total Accounts Receivable	<u>3,570,849</u>	<u>4,052,284</u>	<u>-481,435</u>	<u>-12%</u>
Other Current Assets				
1271 · Prepaid Expenses				
1270 · Insurance	63,821	55,052	8,769	16%
1271 · Prepaid Expenses - Other		7,952	-7,952	-100%
Total 1271 · Prepaid Expenses	<u>63,821</u>	<u>63,004</u>	<u>817</u>	<u>1%</u>
Total Other Current Assets	<u>63,821</u>	<u>63,004</u>	<u>817</u>	<u>1%</u>
Total Current Assets	<u>13,627,676</u>	<u>15,675,393</u>	<u>-2,047,717</u>	<u>-13%</u>
Fixed Assets				
1650 · Construction in Progress	6,633,101	5,035,449	1,597,652	32%
1670 · Equipment	567,669	567,669		
1700 · Improvements				
1710 · NH Buildings & Improvements	7,016,717	7,016,717		
1720 · NH Floating Docks	524,675	524,675		
1725 · NH Offsite Improvements	632,218	632,218		
1730 · SH Buildings & Improvements	8,530,155	8,527,224	2,931	
1740 · SH Floating Docks	10,034,681	9,958,337	76,344	1%
Total 1700 · Improvements	<u>26,738,446</u>	<u>26,659,171</u>	<u>79,275</u>	<u>0%</u>

Moss Landing Harbor District
Balance Sheet
As of May 31, 2025

	<u>May 31, 25</u>	<u>May 31, 24</u>	<u>\$ Change</u>	<u>% Change</u>
1800 · Less - Depreciation				
1805 · Equipment	-523,683	-501,619	-22,064	-4%
1810 · NH Buildings & Improvements	-5,205,620	-4,970,089	-235,531	-5%
1820 · NH Floating Docks	-524,674	-524,674		
1825 · NH Offsite Improvements	-580,154	-561,364	-18,790	-3%
1830 · SH Buildings & Improvements	-6,719,855	-6,588,576	-131,279	-2%
1840 · SH Floating Docks	-8,280,667	-7,897,048	-383,619	-5%
Total 1800 · Less - Depreciation	<u>-21,834,653</u>	<u>-21,043,370</u>	<u>-791,283</u>	<u>-4%</u>
1900 · Land	1,642,860	1,642,860		
Total Fixed Assets	<u>13,747,423</u>	<u>12,861,779</u>	<u>885,644</u>	<u>7%</u>
Other Assets				
1320 · Workers Comp Deposit	200	200		
1530 · Principal Financial CS	7,389	7,389		
Total Other Assets	<u>7,589</u>	<u>7,589</u>		
TOTAL ASSETS	<u><u>27,382,688</u></u>	<u><u>28,544,761</u></u>	<u><u>-1,162,073</u></u>	<u><u>-4%</u></u>

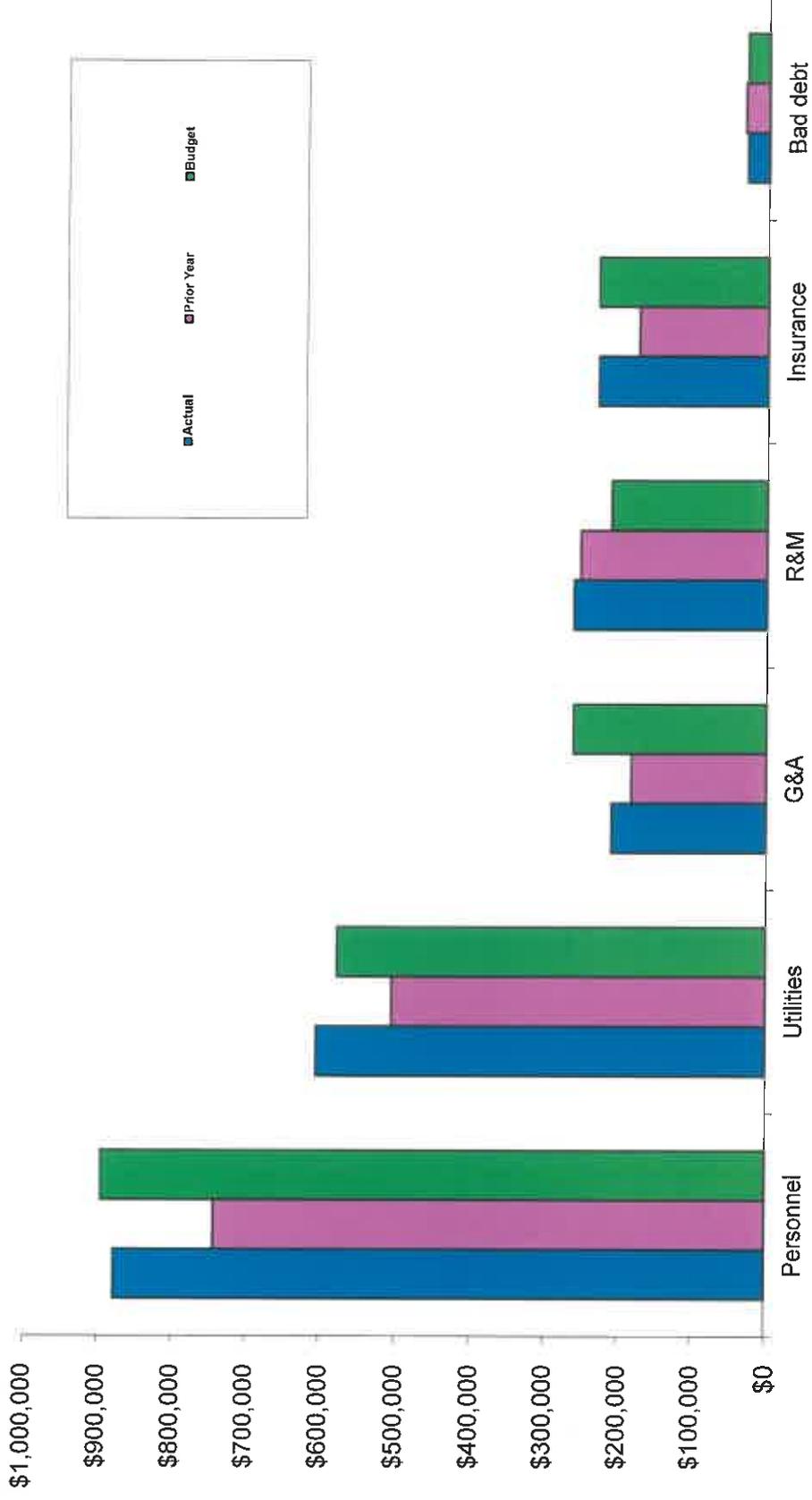
**Moss Landing Harbor District
Warrant Listing
As of May 31, 2025**

Type	Date	Num	Name	Amount
1001 - WCCB Operating Account				
Check	05/06/2025		NPC Merchant Pymt Proc	-2,743.91
Check	05/08/2025		Payroll Partners	-148.50
Check	05/08/2025		Payroll Partners	-181.43
Check	05/09/2025	4258	Ferrante, Vincent	-430.37
Check	05/09/2025	4259	Goulart, James	-227.49
Check	05/09/2025	4260	Jeffries, Russell	-341.81
Check	05/09/2025	4261	Neal Norris	-1,190.77
Check	05/09/2025	4262	Sadie O'Reagan	-1,441.68
Check	05/09/2025	4263	Juan De Leon	-820.35
Bill Pmt -Check	05/14/2025	21454	A.L. Lease	-32.66
Bill Pmt -Check	05/14/2025	21455	Allied Administrators for Delta Dental	-253.42
Bill Pmt -Check	05/14/2025	21456	AT&T	-1,541.81
Bill Pmt -Check	05/14/2025	21457	Auto Care Towing	-4,620.00
Bill Pmt -Check	05/14/2025	21458	Bayside Oil, Inc.	-382.50
Bill Pmt -Check	05/14/2025	21459	Big Creek Lumber	-740.35
Bill Pmt -Check	05/14/2025	21460	CalPERS	-9,688.80
Bill Pmt -Check	05/14/2025	21461	Carmel Marina Corporation	-1,908.99
Bill Pmt -Check	05/14/2025	21462	Castroville "ACE" Hardware	-325.37
Bill Pmt -Check	05/14/2025	21463	Central Coast Systems, Inc.	-330.00
Bill Pmt -Check	05/14/2025	21464	Cintas	-894.52
Bill Pmt -Check	05/14/2025	21465	Corralitos Electric	-445.00
Bill Pmt -Check	05/14/2025	21466	Doctors on Duty	-145.00
Bill Pmt -Check	05/14/2025	21467	Employ America	-1,053.68
Bill Pmt -Check	05/14/2025	21468	Employment Development Dept.	-3,184.00
Bill Pmt -Check	05/14/2025	21469	Fidelity Investments	-323.64
Bill Pmt -Check	05/14/2025	21470	Freedom Tune Up	-301.06
Bill Pmt -Check	05/14/2025	21471	Green Valley Supply	-203.63
Bill Pmt -Check	05/14/2025	21472	Gregory Gragg	-1,844.00
Bill Pmt -Check	05/14/2025	21473	Haley & Aldrich, Inc.	-14,219.00
Bill Pmt -Check	05/14/2025	21474	Justo Meding	0.00
Bill Pmt -Check	05/14/2025	21475	Mechanics Bank	-379.20
Bill Pmt -Check	05/14/2025	21476	Michael McCann	-550.00
Bill Pmt -Check	05/14/2025	21477	Monterey Peninsula Sheet Metal & Heating	-1,460.00
Bill Pmt -Check	05/14/2025	21478	Monterey Sanitary Supply	-1,863.34
Bill Pmt -Check	05/14/2025	21479	Pajaro/Sunny Mesa C.S.D.	-4,651.55
Bill Pmt -Check	05/14/2025	21480	PG&E	-32,000.00
Bill Pmt -Check	05/14/2025	21481	Primo Brands	0.00
Bill Pmt -Check	05/14/2025	21482	Razzolink, Inc.	-136.85
Bill Pmt -Check	05/14/2025	21483	Revel Enviornmental Manufacturing , Inc.	-1,691.06
Bill Pmt -Check	05/14/2025	21484	Streamline	-300.00
Bill Pmt -Check	05/14/2025	21485	Tommy Razzeca	-350.00
Bill Pmt -Check	05/14/2025	21486	U.S. Bank	-4,120.97

**Moss Landing Harbor District
Warrant Listing
As of May 31, 2025**

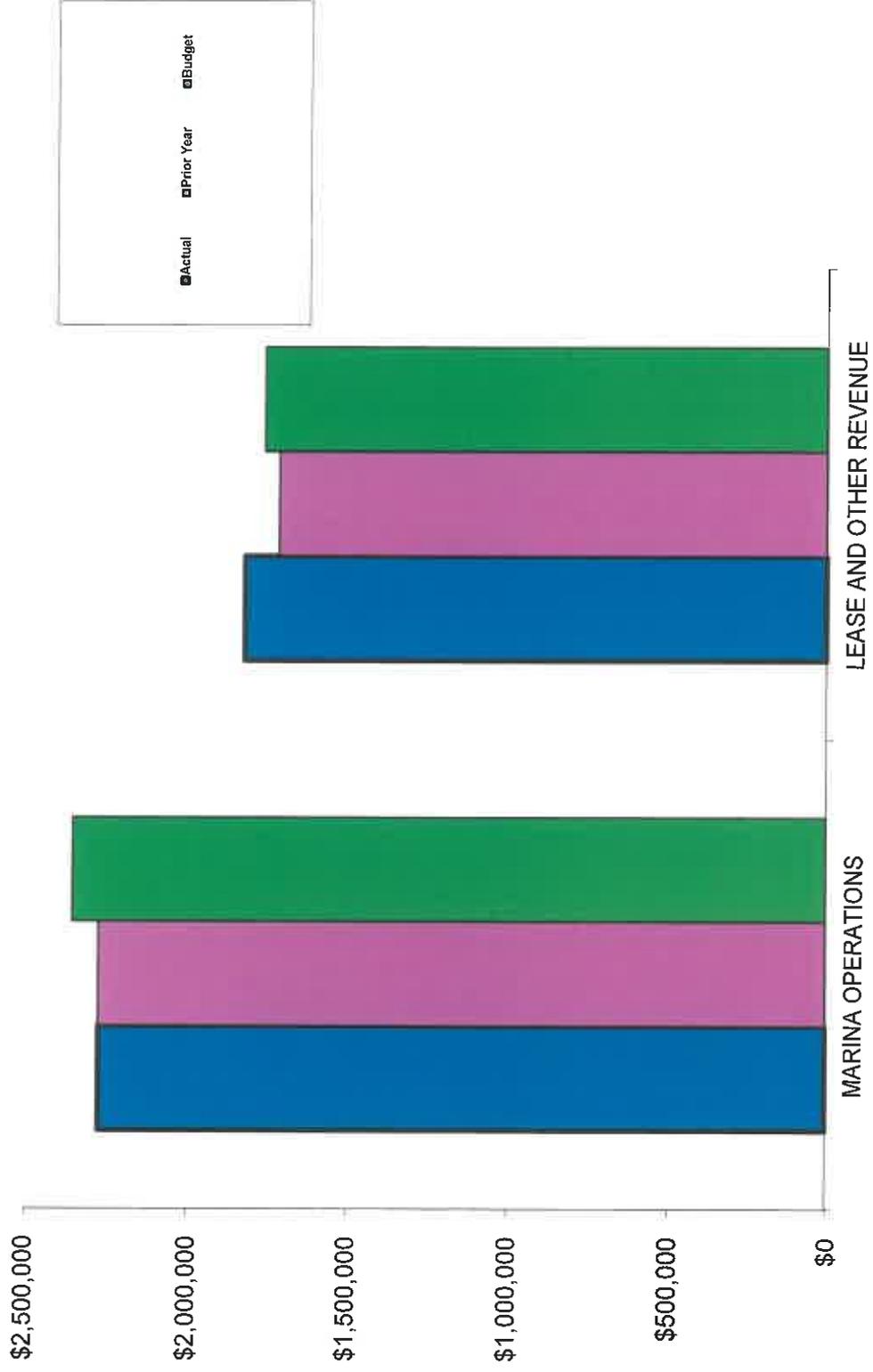
<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	05/14/2025	21487	U.S. Bank - Office Equipment Finance Svc	-271.21
Bill Pmt -Check	05/14/2025	21488	Uline	-693.05
Bill Pmt -Check	05/14/2025	21489	Valero Marketing and Supply Company	-750.00
Bill Pmt -Check	05/14/2025	21490	VALIC	-2,655.74
Bill Pmt -Check	05/14/2025	21491	Verizon Wireless	-176.57
Bill Pmt -Check	05/14/2025	21492	Vision Sevice Plan	-85.96
Bill Pmt -Check	05/14/2025	21493	Wald, Ruhnke & Dost Architects, LP	-2,776.31
Bill Pmt -Check	05/14/2025	21494	Wendy L. Cumming, CPA	-1,000.00
Bill Pmt -Check	05/14/2025	21495	West Marine Pro	-118.86
Bill Pmt -Check	05/14/2025	21496	Carmel Marina Corporation	-240.95
Bill Pmt -Check	05/14/2025	21497	Mechanics Bank	-297.60
Bill Pmt -Check	05/14/2025	21498	Carmel Marina Corporation	-1,411.57
Bill Pmt -Check	05/14/2025	21499	Mechanics Bank	-660.00
Bill Pmt -Check	05/14/2025	21500	Carmel Marina Corporation	-7,101.20
Check	05/14/2025		MS	-71.43
Check	05/15/2025		MS	-14.49
Check	05/19/2025		MS	-28.98
Check	05/19/2025		MS	-43.47
Bill Pmt -Check	05/20/2025	21501	Sea Engineering, Inc.	-22,819.25
Bill Pmt -Check	05/20/2025	21502	Justo Medina	-600.00
Bill Pmt -Check	05/20/2025	21503	Primo Brands	-157.51
Bill Pmt -Check	05/21/2025	21505	Revel Enviornmental Manufacturing , Inc.	-877.80
Check	05/22/2025		Payroll Partners	-186.57
Check	05/23/2025	4264	Neal Norris	-1,190.77
Check	05/23/2025	4265	Pete Cochrane	-525.03
Check	05/23/2025	4266	Sadie O'Reagan	-1,370.52
Check	05/23/2025	4267	Rene Ontiveros	-635.37
Check	05/23/2025	4268	Child Support Enforcement Agency	-207.69
Check	05/27/2025		Payroll Partners	-52.79
Bill Pmt -Check	05/28/2025	21505	CSU Stanislaus-	-98.66
Bill Pmt -Check	05/28/2025	21506	Home Depot	-601.60
Bill Pmt -Check	05/28/2025	21507	Jarvis Fay, LLP	-3,920.00
Bill Pmt -Check	05/28/2025	21508	Pacific Parking Systems, Inc.	-1,080.00
Bill Pmt -Check	05/28/2025	21509	Precision Alarms & Automation	-453.39
Bill Pmt -Check	05/28/2025	21510	Roman Podolkhov	-500.00
Bill Pmt -Check	05/28/2025	21511	Sabrina Sutton	-25.00
Bill Pmt -Check	05/28/2025	21512	Steven Bailey	-535.00
Bill Pmt -Check	05/28/2025	21513	Wald, Ruhnke & Dost Architects, LP	-3,507.20
Bill Pmt -Check	05/28/2025	21514	WASH	-234.12
Bill Pmt -Check	05/28/2025	21515	Wendy L. Cumming, CPA	-3,753.75
Check	05/30/2025		MS	-1,142.40
Total 1001 - WCCB Operating Account				-160,338.52
TOTAL				-160,338.52

**Operating Expenses
Year to Date Actuals vs. Budget and Prior Year
May 31, 2025**

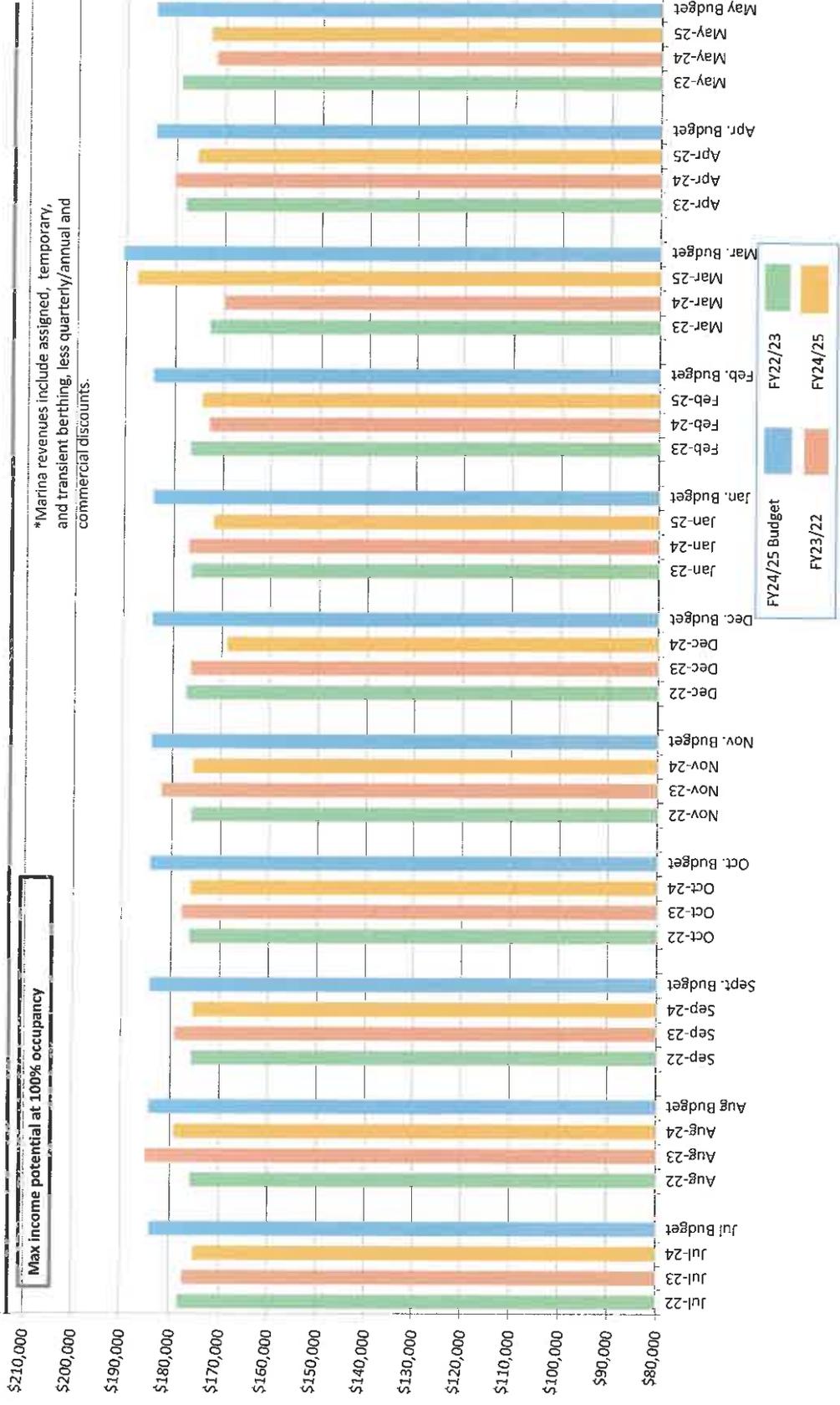


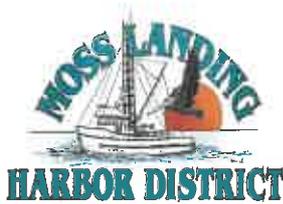
****Expenses Exclude Dredging, Depreciation and Interest Expenses****

**Marina, Lease and Other Revenue
Year to Date Actual vs. Budget and Prior Year
May 31, 2025**



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





BOARD OF HARBOR COMMISSIONERS

Russell Jeffries
Vincent Ferrante
James Goulart
Liz Soto
Albert Lomeli

7881 SANDHOLDT ROAD
MOSS LANDING, CA 95039

TELEPHONE – 831.633.5417
FACSIMILE – 831.633.4537



**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

**ITEM NUMBER 03 – PROJECT STATUS
BOARD MEETING JUNE 25, 2025**

1. North Harbor Building: This project is complete apart from the changing of windows on the upstairs waterside portion of the building and the addition of gutter guards that are being added to the building. The new windows are currently on order and the estimated time of delivery is 6 weeks. Once the windows are received, they will immediately be installed by our contractor. The gutter guards are also on order and are expected to be received and installed sometime prior to installation of the new windows. At this time Staff is hopeful that the full project will be completed in early August 2025.

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

3. Harbor Infrastructure Improvement Project: Resulting from the tsunami that took place on January 15, 2022, staff discovered that the District has sustained damage to piles, docks, shoreline and navigation channels in the Harbor. The District's consultant, Sea Engineering, has been working with the multiple permitting agencies for over a year to obtain the required permits, but the recent addition of the North Harbor Bank Failure and Dock Access Project has delayed the issuance of permits. Unfortunately, we were unable to secure the California Department of Fish and Wildlife permit needed to complete this project. Staff is hopeful that we will have all permits in hand and have the project out for public bid July of 2025, construction is expected to be underway this summer.

4. North Harbor Bank Failure and Dock Access Repair Project: During the Month of September staff noticed that the large concrete abutment attached to the bank at our access point to the North Harbor docks had slid forward causing concern. Staff asked our structural engineering consultant to complete an inspection of the area and provide information back to the District regarding the safety and stability of the dock access area. Our District Consultant informed the General Manager that the bank had failed and that the concrete abutment would likely continue to move until repair/replacement could take place. In the interest of tenant and public safety, the access area to the North Harbor docks has since been closed off and District maintenance staff has installed a temporary access to the area from the northern most launch ramp (aka old launch

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ramp) in the Districts North Harbor Parking lot. A repair to the bank and abutment for this area was already anticipated to take place during the Infrastructure Improvement listed above, however, the most recent failure/damage in this area will require a more extensive project before the access point can be reopened. Staff is hopeful that we will have all permits in hand and have the project out for public bid in July of 2025, construction is expected to be underway this summer in conjunction with the previously listed Harbor Infrastructure Improvement Project.

5. Harbor Maintenance Dredging and FEMA Project: A bid opening was held for the project on Friday May 23, 2025 and only 1 bid was received. The bid came in well over the estimated cost of the project and was therefore rejected administratively by the General Manager. Staff has since advertised a new Notice Inviting Bids for the project with a bid opening date of July 8, 2025 at 2:00P.M. The project is still anticipated to take place during this summer/fall.



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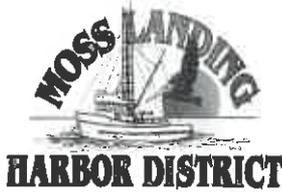
GENERAL MANAGER
 HARBORMASTER
 Tommy Razzeca

STAFF REPORT

ITEM NUMBER 04 – SUMMARY OF PERMITS ISSUED BOARD MEETING OF JUNE 25, 2025

Permittee	Issue Date	Status	Permit Type	Exp. Date
Elkhorn Slough Research Foundation	01/01/2025	Current	Facilities Use	01/01/2026
Blue Ocean Whale Watch	2/18/2025	Current	Facilities Use	2/18/2026
SRI International	2/18/2025	Current	Facilities Use	2/18/2026
Whisper Charters	2/28/2025	Current	Facilities Use	2/28/2026
Fast Raft	3/28/2025	Current	Facilities Use	3/28/2026
Monterey Eco Tours	4/16/2025	Current	Facilities Use	4/16/2026
Oceanic Expeditions	4/21/2025	Current	Facilities Use	4/21/2026
Power Engineering Construction	5/30/2025	Current	Facilities Use	10/31/2025
MBARI Research Inst./Dock Improvements	6/2/2025	Current	Facilities Use	11/30/2025
Venture Quest Kayaking	6/12/2025	Current	Facilities Use	6/12/2026
Monterey Bay Hydrobikes	6/12/2025	Current	Facilities Use	6/12/2026
Reel Nasty Sportfishing	6/12/2025	Current	Facilities Use	6/12/2026
Last Meal Sportfishing	6/12/2025	Current	Facilities Use	6/12/2026
Kayak Connection	6/30/2025	Current	Facilities Use	6/30/2026
Sanctuary Cruises	6/30/2024	Current	Facilities Use	6/30/2025
Sea Goddess Whale Watching-Tours	6/30/2024	Current	Facilities Use	6/30/2025
MBARI-Slough Test Moorings	6/30/2024	Current	Facilities Use	6/30/2025
Elkhorn Slough Safari - Tours	10/19/2024	Current	Facilities Use	10/19/2025
Blue Water Ventures	10/31/2024	Current	Facilities Use	10/31/2025
Wild Fish-Vicki Crow	11/30/2024	Current	Peddlers	11/30/2025

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STAFF REPORT

ITEM NUMBER 05 – MEETING ANNOUNCEMENTS
BOARD MEETING OF JUNE 25, 2025

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

Monterey Bay Sanctuary Advisory Council Meetings – 2025 - <https://montereybay.noaa.gov>

August 15th – Hybrid (Virtual & In-Person) Meeting
Monterey Bay Aquarium Research Institute Conference Room, Moss Landing

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**GENERAL MANAGER
HARBOR MASTER**

Tom Razzeca

STAFF REPORT

ITEM NUMBER 06 - LIVEBOARD REPORT BOARD MEETING OF JUNE 25, 2025

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

<u>Name</u>	<u>Vessel</u>
1. Hartman, Guenter	Taku, CF 7913 KL
2. Jones, L	Intrepid CF 0292 VE
3. Matsunaga, F	Mon Rochelle CF 8424 FB
4. Burns, P.	Tralfamadore, CF 9430 GL
5. Byrnes, K.	Grand Slam, CF 4540 FE
6. Doyle, M	Billikon, CF 3946 TM
7. Danh, S	Isle Of View ON 997142
8. Michael, McVay	Gaviota, CF 4863 FP
9. Hughes, S	Sojourn, on 1067078
10. Franks, V	Jolly Rover CF 9069 EW
11. Chambers, B.	Pyxis, ON 984193
12. Flatguard, J	Black Jack, CF 2133 JA
13. Clark D.	Seaside Escape CF 4356 HW
14. Degnan, P.	No Name, CF 8344 GT
15. Gressley, A	La Muchacha CF 7833 SC
16. Elwell, G.	Pearl, ON 557575
17. Faneuf, C.	Ghost Ryder ON 1048498
18. Buford, C	No Name, CF 9215 EF
19. Potter, D.	Danu CF 4085 GC
20. Listle, A	Tekin ON 616325
21. Glovin, D/ Glovin, K	Aint to Shabby CF 7434 SL
22. Laoretti, P/ Laoretti, S	Shaka, ON 699611
23. Johnston, Bill	Heart Of Gold, CF 7590 EP
24. Groom D	Phoenix, CF 5084 GJ

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- | | |
|------------------------------------|----------------------------|
| 25. Jones, H. | Laetare, CF 5495 YB |
| 26. Jones, T. | Sanity, CF 5249 SC |
| 27. Kennedy C. | Aztlan, ON 281903 |
| 28. Ayres, Lloyd | Gaviota, CF 4656 GG |
| 29. Varier, G | Athena CF 1523 FF |
| 30. Malone, RJ | Francis W, CF 2017 UZ |
| 31. Lynch, C | Tolly Craft CF 9521 HT |
| 32. Burnett, Gary | Zinful CF5419 JG |
| 33. Maris, T. | Nimble, CF 3730 KB |
| 34. Robinson, D/ Robinson, L | Damn Baby CF 9442 EX |
| 35. Nieman J | Inia, ON 1074183 |
| 36 Niswonger, R. | Illusion, CF 0836 TA |
| 37. Cain, C | Sails Call, CF 7291 TG |
| 38. Otis, T. | Blue Moon, CF 1886 GT |
| 39. Paul, J | La Wanda CF 5014 FR |
| 40. Schlegelmilch, William | Bull Dog ON 1219673 |
| 41. Bartley, H | Skylarke, CF 8589 TB |
| 42. Raaphorst, D. | Spirit, ON 664971 |
| 43. Reins, D. | Second Paradise, ON 912484 |
| 44. Rotger, M. | Raven, ON 241650 |
| 45. Dyer, B | Star of Light ON 1056334 |
| 46. Piro, Daniel | Gulf Star CF 6082 GL |
| 47. Barry,C/Barry,R | Jersey Devil CF 7645 SC |
| 48 Conrad, J. | Finnaly Us ON 931706 |
| 49. Silveira, P | Quiet times, CF 2067 GC |
| 50. Salisbury, J. | Oceanid, CF 4210 GA |
| 51. Thomas, B. | Coho, CF 9974 KK |
| 52. Tufts, M. | Enchantress, CF 0878 SX |
| 53. Mc Dermont, J | Ferdelance CF 7837 JF |
| 54. Wolinski, Peter | Muffin, ON 1148169 |
| 55. Hudkins, Leah / Steven Hudkins | Wild Goose ON589319 |
| 56. Samuelson, T. | Moonstone CF 5122 GX |
| 57. Vinsky, J | Rosie CF 2797 GC |
| 58. Riberal, Y/ Eric Duekerson | Boss Lady, ON 556296 |
| 59. Schwontes, N/ Mosolov, A | Luna Sea, ON 1138367 |
| 60. Chaperon, C/ J Wood | Kali Kat CF 7790 SH |

Total Number Vessels: 60
Total Number Persons: 67
Pending Applications -0-



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STAFF REPORT

ITEM NUMBER 7 - SLIP INCOME REPORT
 BOARD MEETING OF JUNE 25, 2025

Slip Rates 2024/2025 per linear foot:

Assigned: \$9.70/ft./month
 Temporary: \$14.48/ft./month
 Transient: \$1.25/ft./day

INCOME

<u>May 2025</u>	<u>May 2024</u>	<u>May 2025 Budget</u>
\$173,040	\$171,951	\$184,133

For the month, slip income is lower than budget by \$11k. The lower than budget amount is attributed to primarily lower assigned and temporary berthing revenue Slip income is higher than the prior year by \$1k.



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ITEM NUMBER 08 – INCIDENT REPORT
BOARD MEETING OF JUNE 25, 2025

May 27, 2025 At approximately 7:00am, NCFD and Emergency Services responded to a medical emergency for a tenant on B dock. After a short stay in the hospital, the tenant has since returned to the harbor.

June 11, 2025 After an apparent altercation between two boaters near the Moss Landing Harbor jetty, members of the Monterey Co. Sheriff's Office dive team, working in conjunction with State Parks lifeguards, NCFD, and other emergency services, located the body of one of the individuals involved in the altercation. The other individual involved in the altercation was taken into custody.

No further incidents as of June 16, 2025



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**ITEM NUMBER 19 – CONSIDER INSURANCE RENEWAL PROPOSAL AND PREMIUM FINANCING PROPOSAL
 BOARD MEETING OF JUNE 25, 2025**

The District's insurance coverage annual premium quote for the FY 2025-2026 from Lockton is attached to this staff report for the Board's review and consideration. Depending on which of the 3 available options the Board decides to choose related to the Public Officials/Employment Practices Liability proposal, the District's annual premium for the upcoming fiscal year will be \$291,090.00, \$293,848.92 or \$294,039.00. The Board should first review the information below related to the Public Officials/Employment Practices Liability coverage and select 1 of the 3 options listed for the 25/26 coverage.

Public Officials D&O/EPL:

This year AXA XL (the incumbent carrier) was able to come down by 17% and decrease the D&O retention due to a competitive quote from Chubb. However, they are unable to decrease the Employment Practices Liability (EPL) retention due to California exposure. Lockton is also presenting an alternative option from Chubb (Option II) who quoted at a 32% premium decrease over the expiring, and lower D&O/EPL retentions. Please note however that Chubb policy's defense costs are within the limit of liability and erode the limit, whereas AXA XL's defense costs are outside the limit of liability. For that reason, we are also presenting a \$2M limit option from Chubb (Option III).

	EXPIRING PROGRAM JULY 1, 2024-2025	RENEWAL OPTION I JULY 1, 2025-2026	RENEWAL OPTION II JULY 1, 2025-2026 ALTERNATIVE CARRIER	RENEWAL OPTION III JULY 1, 2025-2026 ALTERNATIVE CARRIER HIGHER LIMITS
Carrier	AXA XL Non-Admitted AM Best Rating : A+ XV		Chubb Admitted AM Best Rating: A++ XV	Chubb Admitted AM Best Rating: A++ XV
Limits Per Claim/Aggregate				
Public Officials (shared with EPL)	\$1,000,000 / \$1,000,000		\$1,000,000 / \$1,000,000	\$2,000,000 / \$2,000,000
EPL (shared with Public Officials)	\$1,000,000 / \$1,000,000		\$1,000,000 / \$1,000,000	\$2,000,000 / \$2,000,000
Defense Costs Outside Limit	Yes		No	No
Retentions				
Public Officials	\$50,000 Each Claim	\$25,000 Each Claim	\$25,000 Each Claim	\$25,000 Each Claim
EPL	\$50,000 Each Claim	\$50,000 Each Claim	\$25,000 Each Claim	\$25,000 Each Claim
Annual Premium	\$13,566 <i>(plus taxes and fees of \$684)</i>	\$11,828 (-17%) <i>(plus taxes and fees of \$630)</i>	\$9,698 (-32%)	\$12,647

SERVING COMMERCIAL FISHING AND RECREATIONAL BOATING SINCE 1947

ITEM NUMBER 19- CONSIDER INSURANCE RENEWAL PROPOSAL AND PREMIUM FINANCING PROPOSALS
 06/25/2025

Once the Board has chosen an option regarding Public Officials/Employment Practices Liability coverage, the District must choose to either pay the annual premium in full for the fiscal year, or direct the General Manager to enter into the AFCO Direct Premium Financing Agreement (also included with this report) that coincides with the Public Officials/Employment Practices Liability coverage selected by the Board.

Below is additional information provided from Lockton related to other aspects of the insurance proposal.

Property Coverage

Due to the vacancy exposure of Location #5 (New North Harbor Building), Great American has provided a short-term policy quote (7/1 – 10/1) for the building. On this policy, the vacancy provision will be amended to reflect 90 days instead of 30. After 10/1, they can write the remaining locations (excluding the North Harbor Building) at an estimated premium of \$15,000. If we have not found a tenant for the new building by 10/1, Great American will investigate alternate options to cover the building over the course of the fiscal year. If a tenant is found before 10/1, Great American will write the remaining 9 months.

Marine Liabilities Coverage

5% rate increase this year to help offset any future claims adjustment costs, and in keeping pace with rising operating costs/inflation.

Piers and Docks Coverage

10% rate increase due to a challenging Property market (rising cost and availability of materials & labor, supply chain strains, etc).

Due to the anticipated costs of projects scheduled to take place this summer (such as Maintenance Dredging Infrastructure Improvements etc.), the staff recommendation is that the Board accept the Insurance Proposal from Lockton specifying the option chosen for the Public Officials/Employment Practices Liability coverage, and Direct the General Manager to enter into a AFCO Direct Premium Financing Agreement for payment of the Districts 25/26 insurance premiums.

Moss Landing Harbor District

Renewal Proposal

Effective Date: 7/1/2025



Contents

01. Exposure and Premium Comparison
02. Marine Package
03. Vessel Pollution
04. Property
Statement of Values
05. Auto
06. Bumpershoot/Excess
07. Important Disclosure Information

Exposure and Premium Comparison

Moss Landing Harbor District

Premium and Exposure Comparison

7/1/2025-7/1/2026

Coverage	2024-2025		2025-2026		% Change
	Exposure	Premium	Exposure	Premium	
Marine Package		\$171,201		\$182,145	6%
Receipts	\$2,500,636		\$2,468,554		-1.3%
Vessel Schedule	\$49,115		\$49,115		0.0%
Piers & Docks including Offshore Business Income	\$7,500,000		\$7,500,000		0.0%
Vessel Pollution	5 Vessels	\$3,040	5 Vessels	\$3,040	0%
Property		\$25,483		\$25,637	1%
Real Property and Business Personal Property	\$6,575,504		\$11,161,677		69.7%
Business Interruption - Onshore	\$1,862,506		\$1,862,506		0.0%
Equipment	\$7,000		\$7,000		0.0%
Automobile	2	\$6,194	2	\$6,695	8%
1st Layer Excess		\$24,729		\$25,740	4%
2nd Layer Excess		\$20,000		\$20,800	4%
3rd Layer Excess		\$30,941		\$32,335	5%
TOTAL PREMIUM		\$281,588		\$296,392	5%

NOTE:

Property premium shown includes estimate \$15K indication for 9 month policy removing Location 5

Section 02

Marine Package

Marine Package

7/1/2025-7/1/2026

Description	Expiring	Renewal
	2024-2025	2025-2026
	Great American Insurance Company	Great American Insurance Company
	AM BEST - A+ XIII	AM BEST - A+ XIII
MARINE LIABILITIES		
Limits of Liability:		
Protection and Indemnity	\$1,000,000	\$1,000,000
Marina Operators Legal Liability (MOLL) - Per Occurrence	\$1,000,000	\$1,000,000
MOLL Sue & Labor Extension Endorsement	\$50,000/\$150,000 Agg	\$50,000/\$150,000 Agg
Marine Commercial Liability		
General Aggregate	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000
Personal & Advertising Injury	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000	\$1,000,000
Damage To Premises Rented to You	\$100,000	\$100,000
Medical Expense	\$5,000	\$5,000
Employee Benefits Liability	\$1,000,000	\$1,000,000
Deductibles:		
Protection & Indemnity		
Bodily Injury Liability or Crew Liability - Per Occurrence	\$2,500	\$2,500
Property Damage Liability - Per Occurrence	\$2,500	\$2,500
Marina Operators Legal Liability		
Per Occurrence	\$5,000	\$5,000
MOLL Sue & Labor Extension End.		
Per Occurrence	\$5,000	\$5,000
Marine Commercial Liability	Nil	Nil
Warranty:		
Under the Protection & Indemnity section of this policy, it is warranted that the total number of crew at any one time shall not exceed 4.		
Rate:		
MOLL - Annual audit based on projected receipts of:	\$2,500,636	\$2,468,554
against rate of:	2.431%	2.553%

Marine Package

7/1/2025-7/1/2026

Description	Expiring 2024-2025 Great American Insurance Company AM BEST - A + XIII	Renewal 2025 - 2026 Great American Insurance Company AM BEST - A + XIII
Deductibles:		
Fixed or Floating Piers and Docks	\$5,000	\$5,000
Wind, wind driven water, or flood	\$5,000	\$5,000
All Other Perils		
Business Income/Extra Expense	30 consecutive days	30 consecutive days
Earthquake Coverage Excluded	x	x
Total Estimated Annual Cost	\$171,201	\$182,145
MOLL Minimum Earned Premium	\$54,710	\$56,710

NOTE:

Effective occupation of the new building, be it office space, retail, restaurant, we need to get lessor's risk receipts and adjust them at the current rate of 2.5250%. Occupants must maintain commercial insurance equal to or greater than that of our Insured. Tenants must also add our Insured as an AI with WOS. If a restaurant is operated, they must carry liquor liability if serving alcohol

Vessel Pollution

Section 03

Vessel Pollution

7/1/2025-7/1/2026

Description	Expiring 2024-2025		Renewal 2025-2026	
	Great American Insurance Company AM BEST - A+ XIII		Great American Insurance Company AM BEST - A+ XIII	
Limit of Liability				
Munson Patrol Boat	\$1,100,000		\$1,100,000	
Sanitary Barge	\$1,100,000		\$1,100,000	
Deck Barge/Crane	\$1,100,000		\$1,100,000	
Navy Skiff	\$1,100,000		\$1,100,000	
Carolina Skiff	\$1,100,000		\$1,100,000	
Additional Coverage				
OPA	Policy Limit		Policy Limit	
CERCLA	Policy Limit		Policy Limit	
Defense Costs	Inclusive of Limits Above		Inclusive of Limits Above	
State Civil Fines & Penalties - Per Occurrence	\$1,000,000		\$1,000,000	
Public Relations - Per Occurrence	\$250,000		\$250,000	
Deductible				
	Nil		Nil	
Pollution Coverage Extension Endorsement				
Covers losses arising out of the removal and/or disposal of non-commercial, abandoned and/or derelict vessels				
Per Motor Vessel Rate	\$300		\$300	
Per Sailing Vessel Rate	\$150		\$150	
Reporting	Quarterly		Quarterly	
*Subject to a Limit of \$50,000 per occurrence, \$150,000 annual aggregate				
Total Estimated Annual Cost	\$3,040		\$3,040	

Section 04

Property

Statement of Values

Property

7/1/2025-10/1/2025**

Description	Expiring	Renewal
	2024-2025	2025-2026
	Great American Insurance Company	Great American Insurance Company
	AM BEST - A + XV	AM BEST - A + XV
PROPERTY		
Limits:		
Real Property - Per Scheduled Limits Per Location	\$6,496,034	\$11,082,207
Blanket Business Personal Property - Per Scheduled Limits Per Location	\$79,470	\$79,470
Business Income/Extra Expense - Per Scheduled Limits Per Location	\$1,862,506	\$1,862,506
Deductible		
Location 5	\$1,000	\$1,000
		\$75,000
Valuation		Replacement Cost
Coinsurance		Agreed Amount
		100%
CRIME		
Limits		
Employee Theft - Per Occurrence	\$200,000	\$200,000
Deductible		
Per Occurrence	\$1,000	\$1,000
INLAND MARINE - CONTRACTORS EQUIPMENT		
Limits		
Forklift - Caterpillar	\$3,500	\$3,500
8 x 20 Office Trailer	<u>\$3,500</u>	<u>\$3,500</u>
	\$7,000	\$7,000
Deductible		
Any One Occurrence for Contractors Equipment	\$500	\$500

Property

7/1/2025-10/1/2025**

Description	Expiring 2024-2025 Great American Insurance Company AM BEST - A + XV	Renewal 2025-2026 Great American Insurance Company AM BEST - A + XV
EQUIPMENT BREAKDOWN		
Limits		
Equipment Breakdown Limit	\$8,438,010	\$13,024,183
Property Damage	Included	Included
Deductible	\$1,000	\$1,000
DATA COMPROMISE		
Section 1 - Response Expenses Limit Annual Aggregate	\$100,000	\$100,000
Deductible	\$2,500	\$2,500
Total Estimated Annual Cost		\$10,637

Notes:

- 1. Short Term Policy, if Location 5 is removed entirely and coverage written for remaining 9 months, ballpark premium would be \$15,000
- 2. Vacancy provision amended to reflect 90 days

Location Schedule and Statement of Values

Onshore Property

Loc. #	Bldg. #	Address	Description	Building	Expiring BPP	BI EE	Building	Renewal BPP	BI EE
1	1		Office	\$329,056	\$30,905	\$933,811	\$689,446	\$30,905	\$933,811
2	2		Shop/Storage	\$218,388	\$48,565	\$60,000	\$218,388	\$48,565	\$60,000
3	3	7881 Sandholdt Road Moss Landing, CA	Restroom, Laundry S. Harbor	\$151,232	\$0	\$8,500	\$273,417	\$0	\$8,500
4	4		Restroom S. Harbor	\$118,630	\$0	\$0	\$118,630		
5	5		Play Area	\$14,768	\$0	\$0	\$14,768	\$0	\$0
6	6		Moss Landing Storage Facility	\$350,000		\$60,000	\$350,000		\$30,000
7	7			\$350,000			\$350,000		\$30,000
2	1	7532 Sandholdt Road Moss Landing, CA	Cannery Bld. Unimproved Parking Lot	\$1,347,118	\$0	\$415,147	\$1,842,281	\$0	\$415,147
3	1	Hwy 1 & Salinas Rd. Moss Landing, CA (North Harbor)	Restroom N. Harbor Improved Parking Boat Wash	\$59,745	\$0	\$271,761	\$59,745	\$0	\$271,761
4	1	2420 Hwy 1 Moss Landing, CA	Sea Harvest Restaurant	\$0	\$0	\$40,967	\$0	\$0	\$40,967
5	1	2467 Highway 1	Restaurant Shell	\$3,557,097			\$7,165,532		
6	1	Potrero Road Moss Landing, CA	Vacant Land			\$39,824			\$39,824

Location Schedule and Statement of Values

Onshore Property

Loc #	Blkg #	Address	Description	Building	Expiring BPP	BI EE	Building	Renewal BPP	BI EE
7	1	2400 +/- Highway 1 Moss Landing, CA APN 133-212-009-000	UNIMPROVED LAND Unimproved Parking Unimproved Parking (South Harbor)			\$32,496			\$32,496
8	1	1700 Elkhorn Rd. Watsonville, CA	Kirby Park Pkg., launch, Dock						
9	1	End of Sandholdt Rd. Moss Landing, CA	Strip of Sand						
				\$6,496,034	\$79,470	\$1,862,506	\$11,082,207	\$79,470	\$1,862,506

Notes:

1. Building values for Locations 1/1, 1/3 and 2/1 increased based on updated valuation reports to account for increased construction costs/inflation
2. Building value for Location 5/1 updated to include cost of recent construction updates

Section 05

Auto

Automobile

7/1/2025-7/1/2026

Description	Expiring 2024-2025		Renewal 2025-2026	
	Great American Assurance Company AM BEST - A+ XV	Great American Assurance Company AM BEST - A+ XV	Great American Assurance Company AM BEST - A+ XV	Great American Assurance Company AM BEST - A+ XV
Limits				
Liability - Scheduled, Hired, Non-owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Uninsured/Underinsured Motorists - Owned Autos Only	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Auto Medical Payments each person - Owned Autos Only	\$5,000	\$5,000	\$5,000	\$5,000
Physical Damage (Owned & Hired Autos)	Actual Cash Value	Actual Cash Value	Actual Cash Value	Actual Cash Value
Deductible				
Comprehensive Coverage	\$500	\$500	\$500	\$500
Collision	\$500	\$500	\$500	\$500
Except Hired Autos				
Comprehensive	\$100	\$100	\$100	\$100
Collision	\$500	\$500	\$500	\$500
Scheduled Vehicles				
	2	2	2	2
Total Estimated Annual Cost	\$6,194	\$6,194	\$6,695	\$6,695

Section 06

Bumbershoot/Excess

Bumbershoot and Excess Liability

7/1/2025-7/1/2026

Description	Expiring 2024-2025 Ascot (50%) Lead/ United Fire & Casualty Company (25%)/AXA XL (25%) AM BEST A XIV/ A- X	Renewal 2025-2026 Ascot (Lead 50%) - Imperium Insurance Company (25%)/ AXA XL (25%) AM BEST A XIV/ A- X
FIRST LAYER EXCESS BUMBERSHOOT		
Limits:		
Any One Accident or Occurrence, Combined Single Limit	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000
Underlying Insurance		
Protection & Indemnity	\$1,000,000	\$1,000,000
Marina Operators Legal Liability	\$1,000,000	\$1,000,000
Wharfinger's Legal Liability	\$1,000,000	\$1,000,000
Marine General Liability		
Each Occurrence	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000	\$1,000,000
Personal & Advertising Injury	\$1,000,000	\$1,000,000
Employee Benefits Liability	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000	\$1,000,000
Employer's Liability	\$1,000,000	\$1,000,000
Pollution	\$1,000,000	\$1,000,000
Self Insured Retention	\$10,000	\$10,000
Major Exclusions: (Pls refer to the policy for additional Exclusions)		
AIMU Communicable Disease		X
AIMU Cyber Exclusion		X
1st Layer Premium	\$24,729	\$25,740

Bumbershoot and Excess Liability

7/1/2025-7/1/2026

United Fire & Casualty Company Lead
(25%) Lead/Great American
(25%)/Endurance(25%)/Mitsui (25%)
Imperium Insurance Company (Lead
25%)/ Great American (25%)/ Mitsui
(25%)/Endurance (25%)

SECOND LAYER EXCESS BUMBERSHOOT

Limits:

Any One Accident or Occurrence, Combined Single Limit

\$20,000,000

Underlying Insurance

Excess Marine Liability

\$5,000,000

Primary Marine Liabilities (See Underlying Schedule Above)

\$1,000,000

Self Insured Retention

\$10,000

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

AIMU Communicable Disease

AIMU Cyber Exclusion

2nd Layer Premium

\$20,000

\$20,800

Ascot (50%)Lead/United Fire &
Casualty (25%)/Endurance (25%)
Ascot (34%) Lead/Imperium Insurance
Company (33%)/Endurance (33%)

THIRD LAYER FOLLOWING FORM EXCESS LAIBILITIES

*Excess Form

Limits:

Any One Accident or Occurrence, Combined Single Limit

N/A

\$20,000,000

Underlying Insurance

Excess Marine Liability

\$10,000,000

Primary Marine Liabilities (See Underlying Schedule Above)

\$1,000,000

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

AIMU Communicable Disease

AIMU Cyber Exclusion

3rd Layer Premium

\$30,941

\$32,335

Total Estimated Annual Cost

\$75,670

\$78,875

Bumbershoot and Excess Liability

7/1/2025-7/1/2026

	Expiring 2024-2025	Renewal 2024-2025
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Optional TRIA Premium:

1st Layer	Declined	\$1,287.00
2nd Layer	Declined	\$1,040.00
3rd Layer	Declined	\$1,616.75

Subjectivities:

Signed TRIA forms

Important Disclosure Information

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

Surplus Lines; Insurance Premiums and Related Tax Obligations

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

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

Accuracy and Completeness of information

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

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

Confidentiality; Data Protection Information Notice

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

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

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

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

Intermediaries

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

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

Logos

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

Insurance Proposals and Summaries

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

Use of a Particular Insurer

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

No Reliance

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

Responsibility for Insurance Programs

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

Relationship Between the Parties

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

Compensation Disclosure

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

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

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

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

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

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

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

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

Modeling and Analytics Services

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

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

Limitation of Liability

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



UNCOMMONLY INDEPENDENT

Moss Landing Harbor District



Public Officials/Employment Practices Liability
Renewal Proposal

Program Term: July 1, 2025 - 2026

Program Summary

	EXPIRING PROGRAM JULY 1, 2024-2025	RENEWAL OPTION I JULY 1, 2025-2026	RENEWAL OPTION II JULY 1, 2025-2026 ALTERNATIVE CARRIER	RENEWAL OPTION III JULY 1, 2025-2026 ALTERNATIVE CARRIER HIGHER LIMITS
Carrier	AXA XL Non-Admitted AM Best Rating : A+ XV	Chubb Admitted AM Best Rating: A++ XV	Chubb Admitted AM Best Rating: A++ XV	Chubb Admitted AM Best Rating: A++ XV
Limits Per Claim/Aggregate				
Public Officials (shared with EPL)	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000	\$2,000,000 / \$2,000,000
EPL (shared with Public Officials)	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000	\$2,000,000 / \$2,000,000
Defense Costs Outside Limit	Yes	No	No	No
Retentions				
Public Officials	\$50,000 Each Claim	\$25,000 Each Claim	\$25,000 Each Claim	\$25,000 Each Claim
EPL	\$50,000 Each Claim	\$50,000 Each Claim	\$25,000 Each Claim	\$25,000 Each Claim
Annual Premium	\$13,566 <i>(plus taxes and fees of \$684)</i>	\$11,828 (-17%) <i>(plus taxes and fees of \$630)</i>	\$9,698 (-32%)	\$12,647

Action Items

Prior to Binding...

AXA XL/Chubb

1. Written bind order

PREMIUM FINANCING IS AVAILABLE. PLEASE LET US KNOW IF YOU WOULD LIKE LOCKTON TO SECURE A QUOTE.

Additional Coverages to Consider

Available upon your request...

1. Cyber/Tech E&O/Media Liability
2. Fiduciary Liability
3. Crime Coverage/Social Engineering Fraud/ERISA Bond
4. Workplace Violence/Active Shooter/Active Assailant Coverage
5. Professional Liability (E&O)
6. Stand-Alone Employed Lawyers Professional Liability
7. Special Crime Coverage
8. Any other coverage requested by **Moss Landing**

Important Notice!

What You Must Know About Your Claims-Made Policy

01

Your policy only covers claims made while the policy is in effect.

Coverage will not be available if the claim was made before or after the policy period.

02

Your policy will only cover claims that are reported to the insurer as soon as possible after they are made, and before the end of the policy period.

**PLEASE ASK LOCKTON
TO HELP WHENEVER YOU
HAVE QUESTIONS ABOUT
CLAIM REPORTING**

What You Must Do

You Must Recognize When a Claim is Made

- Typical policies define "Claim" very broadly to mean ANY written demand for monetary or non-monetary relief.
- Examples of claims that are often reported late
 - Employee filings with the EEOC and similar agencies.
 - Requests by claimants to toll statutes of limitations.
 - Customer demands that allegedly negligent work be fixed.
 - E-mail messages making demands for relief of any kind.
 - Suits and other proceedings against private companies (D&O policies issued to private companies typically cover the company too. Many companies forget this and fail to report suits that do not name directors, officers or employees.)

You Must Report Claims Immediately

- Policies require claims to be reported as soon as practicable" (i.e., as soon as reasonably possible to give notice in light of the facts and circumstances of the case) and usually before the end of the policy period.
- Referring to a claim in application materials for a policy will not be sufficient notice for the insurer.
- Unlike other types of insurance policies, under a claims made policy a failure to give notice "as soon as practicable" may be grounds to deny coverage for all loss, even if the notice is given during the policy period.
- Defense costs incurred before notice is given will not be covered.

Appendix





Cautionary Note

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

Independence changes everything.



LOCKTON

UNCOMMONLY INDEPENDENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
MAC399658427 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	PROPERTY	12	\$10,637.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
OMP349046527 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company Falvey Cargo Underwriting, Ltd. 66 Whitecap Drive North Kingstown, RI 02852	POLLUTION	12	\$3,040.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
CAP399658527 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Assurance Company 301 E Fourth Street Cincinnati, OH 45202	AUTO LIABILITY	12	\$6,695.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Ascot Insurance Company 33 S Wood Avenue Iselin, NJ 08830	BUMBERSHOOT	12	\$12,870.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$6,435.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	XL Specialty Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$6,435.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Endurance Risk Solutions Assurance Co Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Mitsui Sumitomo Insurance USA Inc Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Ascot Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,993.90 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,670.55 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Endurance Risk Solutions Assurance Co Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,670.55 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Indian Harbor Insurance Co R-T Specialty, LLC - Chicago 10150 York Road, 5th Floor Suite 4000 Hunt Valley, MD 21030	EMPLOYMENT PRACTICES LIABILITY INS. (EPLI)	12	\$11,828.00 Ref. Tax/Fee: \$383.92 Non-Ref. Tax/Fee: \$245.00
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:



Recurring ACH Debit Authorization Form

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

Name: Moss Landing Harbor District

Address: 7881 Sandholt Road Moss Landing, CA 95039

Phone: 831-663-5417

Quote or Account # 2806963.1

Account Holder Name: _____

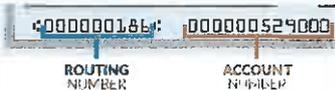
Bank Name: _____

Account Type: Checking Savings

Routing Number: _____

Account Number: _____

Payment Confirmation Email Address: _____



PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES.

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

Authorized & Agreed to by:

BY: _____

Authorized Signatory of Account Holder Printed Name & Title Date

PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

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

Quote Number
2806963.2

Agent/Broker/Producer (Name and Address)
West Series of Lockton Companies, LLC
8110 East Union Ave, Ste 100
Denver, CO 80237

Telephone Number: 303-414-6000 Agency Code: 10855

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

Telephone Number: 831-663-5417

Creditor: AFCO Acceptance Corporation			Federal Truth In Lending Disclosures		
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(F) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$291,090.00	\$43,663.50	\$247,426.50	* \$9,915.10	\$257,341.60	8.65%
Your PAYMENT SCHEDULE will be: Monthly			*Includes a minimum finance charge of \$25.00		If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed.
No. of Payments		Amount of Payments	When Payments are Due		
10		\$25,734.16	On the 1st day of the month, beginning 8/1/2025		

Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.
Late Charge: You will be charged 5% of the payment, subject to a minimum charge of \$1.00 on any payment received more than 10 days after the due date.
Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge in the manner provided by Section 18637 of the Financial Code.
See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
OMM765745527	7/1/2025	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	OCEAN MARINE	12	\$182,145.00
Audit= N Min Ernd= 31% AddCxlDays= 0				Ref. Tax/Fee: Non-Ref. Tax/Fee:	\$0.00 \$0.00

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

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

Moss Landing Harbor District _____ Insured

INSURED'S NAME SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE TITLE DATE

INSURED'S NAME SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE TITLE DATE

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

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

West Series of Lockton Companies, LL _____ Agent

AGENT OR BROKER SIGNATURE OF AGENT OR BROKER TITLE DATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
MAC399658427 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	PROPERTY	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$10,637.00
OMP349046527 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company Falvey Cargo Underwriting, Ltd. 66 Whitecap Drive North Kingstown, RI 02852	POLLUTION	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$3,040.00
CAP399658527 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Assurance Company 301 E Fourth Street Cincinnati, OH 45202	AUTO LIABILITY	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$6,695.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Ascot Insurance Company 33 S Wood Avenue Iselin, NJ 08830	BUMBERSHOOT	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$12,870.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$6,435.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	XL Specialty Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$6,435.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$5,200.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$5,200.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Endurance Risk Solutions Assurance Co Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00	\$5,200.00

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Mitsui Sumitomo Insurance USA Inc Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Ascot Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,993.90 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,670.55 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Endurance Risk Solutions Assurance Co Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,670.55 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	ACE American Insurance Company Chubb 1133 Westchester Ave Ste 327 White Plains, NY 10604	EMPLOYMENT PRACTICES LIABILITY INS. (EPLI)	12	\$9,698.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:



Recurring ACH Debit Authorization Form

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

Name: Moss Landing Harbor District

Address: 7881 Sandholt Road Moss Landing, CA 95039

Phone: 831-663-5417

Quote or Account # 2806963.2

Account Holder Name: _____

Bank Name: _____

Account Type: Checking Savings

Routing Number: _____

Account Number: _____

Payment Confirmation Email Address: _____



PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES.

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

Authorized & Agreed to by:

BY: _____

Authorized Signatory of Account Holder Printed Name & Title Date



PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

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

Quote Number
2806963.3

Agent/Broker/Producer (Name and Address)
West Series of Lockton Companies, LLC
8110 East Union Ave, Ste 100
Denver, CO 80237

Telephone Number: 303-414-6000 Agency Code: 10855

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

Telephone Number: 831-663-5417

Creditor: AFCO Acceptance Corporation			Federal Truth In Lending Disclosures		
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(F) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$294,039.00	\$44,105.85	\$249,933.15	* \$10,015.55	\$259,948.70	8.65%
Your PAYMENT SCHEDULE will be: Monthly			*Includes a minimum finance charge of \$25.00		If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed.
No. of Payments	Amount of Payments	When Payments are Due			
10	\$25,994.87	On the 1st day of the month, beginning 8/1/2025			
<p>Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.</p> <p>Late Charge: You will be charged 5% of the payment, subject to a minimum charge of \$1.00 on any payment received more than 10 days after the due date.</p> <p>Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge in the manner provided by Section 18637 of the Financial Code.</p> <p>See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.</p>					

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
OMM765745527	7/1/2025	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	OCEAN MARINE	12	\$182,145.00
Audit= N Min Ernd= 31% AddCxlDays= 0				Ref. Tax/Fee: Non-Ref. Tax/Fee:	\$0.00 \$0.00

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

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

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

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

Moss Landing Harbor District

INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	Insured	TITLE	DATE
_____	_____	_____	_____	_____
INSURED'S NAME	SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	TITLE	DATE	
_____	_____	_____	_____	

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

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

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

West Series of Lockton Companies, LL

AGENT OR BROKER	SIGNATURE OF AGENT OR BROKER	Agent	TITLE	DATE
_____	_____	_____	_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
MAC399658427 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company 301 E Fourth Street Cincinnati, OH 45202	PROPERTY	12	\$10,637.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
OMP349046527 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company Falvey Cargo Underwriting, Ltd. 66 Whitecap Drive North Kingstown, RI 02852	POLLUTION	12	\$3,040.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
CAP399658527 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Assurance Company 301 E Fourth Street Cincinnati, OH 45202	AUTO LIABILITY	12	\$6,695.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Ascot Insurance Company 33 S Wood Avenue Iselin, NJ 08830	BUMBERSHOOT	12	\$12,870.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$6,435.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	XL Specialty Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$6,435.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Great American Insurance Company Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
 Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Endurance Risk Solutions Assurance Co Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Mitsui Sumitomo Insurance USA Inc Tango Specialty Insurance Services LLC PO Box 452 Fairless Hills, PA 19030	BUMBERSHOOT	12	\$5,200.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Ascot Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,993.90 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Imperium Insurance Company Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,670.55 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	Endurance Risk Solutions Assurance Co Ascot Underwriting Inc. 825 Town & Country Ln Ste 500 Houston, TX 77024	BUMBERSHOOT	12	\$10,670.55 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 0	7/1/2025	ACE American Insurance Company Chubb 1133 Westchester Ave Ste 327 White Plains, NY 10604	EMPLOYMENT PRACTICES LIABILITY INS. (EPLI)	12	\$12,647.00 Ref. Tax/Fee: \$0.00 Non-Ref. Tax/Fee: \$0.00
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:
Audit= Min Ernd= AddCxlDays=					Ref. Tax/Fee: Non-Ref. Tax/Fee:



Recurring ACH Debit Authorization Form

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

Name: Moss Landing Harbor District

Address: 7881 Sandholt Road Moss Landing, CA 95039

Phone: 831-663-5417

Quote or Account # 2806963.3

Account Holder Name: _____

Bank Name: _____

Account Type: Checking Savings

Routing Number: _____

Account Number: _____

Payment Confirmation Email Address: _____



PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES.

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

Authorized & Agreed to by:

BY: _____

Authorized Signatory of Account Holder Printed Name & Title Date



BOARD OF COMMISSIONERS
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Tony Leonardini
Vincent Ferrante
James Goulart
Liz Soto

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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 20 – CSDA BOARD OF DIRECTORS ELECTION BALLOT SEAT
B- COASTAL NETWORK
BOARD MEETING OF JUNE 25, 2025

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

This year's ballot has 3 candidates: Scott Duffield, Brad Imamura and J. Brett Marymee. Included in your agenda packets are statements and information sheets for each candidate. The Board should review each candidate's information and statements and consider directing the General Manager to cast a vote for one of the candidates on behalf of the Moss Landing Harbor District.

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CSDA Board of Directors Election Ballot - Term 2026 - 2028; Seat B - Coastal Network

Please vote for your choice

Choose one of the following candidates:

- Scott Duffield, General Manager, Heritage Ranch Community Services District (Incumbent)
- Brad Imamura, Director, Marina Coast Water District
- J. Brett Marymee, Director, Santa Ynez River Water Conservation District

Scott Duffield [\[view details\]](#)

Brad Imamura [\[view details\]](#)

J. Brett Marymee [\[view details\]](#)

[Continue](#)

[Cancel](#)



**California Special
Districts Association**
Districts Stronger Together

2026-2028 TERM CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Scott Duffield

District/Company: Heritage Ranch Community Services District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: Eight years

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

I am currently on the CSDA Board of Directors representing one of the three Coastal Network seats. I am also on the Member Services Committee and the Professional Development Committee for 2025. At the local level, I am currently the Vice President of the San Luis Obispo County Chapter of the CSDA.

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

I am a registered civil engineer in California and was previously a member of the American Society of Engineers (ASCE). I am a current member of the American Water Works Association (AWWA).

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

I previously served as staff for County government including the County of Riverside for sixteen years and the County of San Luis Obispo for twelve years. During the time as staff for the County of San Luis Obispo, I was involved in numerous advisory committees including the Nacimiento Water Project Commission, the Paso Basin Advisory Committee, and the Water Resources Advisory Committee to name a few (and still involved in the latter in my current role).

4. **List civic organization involvement:**

I attend and contribute to the community senior citizens organization meetings and events, sharing information and looking for opportunities to further our partnership as they lease, operate and maintain one of our District buildings as their community center.

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

Scott Duffield Candidate Statement for CSDA Board (2026-2028 Term)

I am honored to seek re-election to the CSDA Board of Directors, representing the Coastal Network. With eight years of service as General Manager of Heritage Ranch Community Services District and over two decades of experience in county government, I bring a strong foundation in public service, infrastructure management, and collaborative leadership.

Currently serving on the CSDA Board, as well as the Member Services and Professional Development Committees, I am deeply committed to advancing the mission of CSDA and strengthening resources for special districts across California. In addition, my role as Vice President of the San Luis Obispo County Chapter allows me to engage even more directly with local agencies to promote education, advocacy, and support for public service professionals.

My career as a registered civil engineer and now General Manager, has given me extensive experience in water management, community planning, and intergovernmental partnerships. From participating in statewide associations like the American Water Works Association to serving on advisory committees for key water resource projects, I have consistently worked toward sustainable solutions that benefit local communities.

I am dedicated to ensuring CSDA continues to thrive as an essential advocate for special districts, equipping them with the tools to navigate challenges and drive innovation. I look forward to the opportunity to continue serving and collaborating with fellow leaders in strengthening our collective impact.

My family and I live in the community of Templeton in San Luis Obispo County in this most beautiful Coastal Network.

Thank you for your consideration.

-scott



California Special
Districts Association
Districts Stronger Together

2026-2028 TERM - CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Brad Imanuca

District/Company: Marina Coast Water District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 2 years 4 months

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

Attended the annual CSDA conference in Monterey

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

ACWA

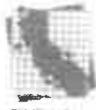
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

City of Marina budget workshops

4. List civic organization involvement:

Monterey County elections office - volunteer poll worker

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



California Special
Districts Association
Districts Stronger Together

2026-2028 TERM - CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: J. Brett Mangymee

District/Company: Santa Ynez River Water Conservation District & SYCSD

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: SYRWCD - 10 1/4 years; SYCSD - 1st term

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

Santa Barbara Chapter & SLDA

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

Urban Water Institute

CAGOP Delegate

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

Santa Barbara County Central Committee

Eastern Management Area Groundwater Sustainability Agency

4. List civic organization involvement:

Santa Ynez Chamber of Commerce

BPOE (EIK's)

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

Brett Marymee Candidate Statement for the Coastal Network CSDA Seat B

I seek to represent the CSDA Coastal Network Seat B, bringing a unique and diverse professional background that combines expertise in aerospace and government.

As an engineering executive, systems engineer, manager, and rocket scientist, I have a strong technical foundation that has equipped me with the problem-solving skills and leadership experience needed to succeed in this role. My career in the aerospace industry has refined my ability to tackle large-scale, high-stakes projects—skills that are essential in effective governance with the CSDA board.

Besides my technical background, I have extensive elected board experience in local and county government. I am currently Vice-President of the Santa Ynez River Water Conservation District (SYRWCD), having been elected to my third four-year term. I served as Chair of the Santa Barbara County Eastern Management Area Groundwater Sustainability Agency (GSA) for six years, where I played a key role in the development and approval of the Groundwater Sustainability Plan (GSP) by the state. Through these roles, I have successfully collaborated with various member agencies, including the City of Solvang and the County of Santa Barbara, to navigate complex, multi-stakeholder processes.

My dedication to public service is evident in my commitment to the governance of water resources and community services in the Santa Ynez Valley. If elected, I will focus on expanding the CSDA's reach, specifically by working to add chapters in Santa Cruz and San Benito counties, ensuring that the needs of these communities are well represented.

I appreciate your consideration and respectfully solicit your vote. With your support, I will bring my experience, leadership, and commitment to public service to the CSDA Board and continue working toward effective and sustainable solutions for California.

Learn more at www.brettmarymee.com and LinkedIn: <https://www.linkedin.com/in/j-b-marymee-1101b3101/>



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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

STAFF REPORT

ITEM NUMBER 21 – CONSIDER AWARD OF FISCAL YEAR 25/26 BONUS TO
GENERAL MANAGER/HARBOR MASTER PURSUANT TO HIS AT-WILL
EMPLOYMENT CONTRACT.
BOARD MEETING OF JUNE 25, 2025

Pursuant to Section 2. D of Tommy Razzeca's current At-Will Employment Agreement for General Manager/Harbormaster services, the Board is authorized to award General Manager Razzeca a performance bonus of up to 5% of his base salary of \$164,409 on an annual basis. The Board should consider whether it wishes to award Mr. Razzeca a bonus and then take appropriate action by minute motion.

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ITEM 21 – CONSIDER GM BONUS.
06/25/2025



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GENERAL MANAGER/HARBOR MASTER
Tom Razzeca

Staff Report

ITEM NUMBER 22 – CONSIDER RESOLUTION 25-01 APPROVING A RENTAL AGREEMENT WITH AHTNA INFRASTRUCTURE & TECHNOLOGIES
BOARD MEETING OF JUNE 25, 2025

Ahtna Infrastructure & Technologies (Ahtna) has been awarded a contract from the Army Corps of Engineers to complete the Federal Channel Dredging and Jetty Repair projects in Moss Landing Harbor this summer/fall. Ahtna contacted the General Manager and inquired about available office space in the Harbor area for a small administrative office to use while completing the federal projects.

Staff showed Ahtna representatives Suite 9 at the Santa Cruz Cannery Building, a 460' Square foot space which is currently vacant and available for rent/lease. Ahtna has since expressed interest in a month-to-month rental agreement with MLHD for the office space.

Attached to this report is Resolution 25-01 which if adopted by the Board would allow the General Manager and District Counsel to prepare a month-to-month rental agreement for Ahtna to occupy Suite 9 at the Santa Cruz Cannery Building while they complete their contracted projects in Moss Landing Harbor. Staff recommends that the Board review and adopt Resolution 25-01 approving a month-to-month rental agreement with Ahtna in a form to be prepared and approved by the General Manager and District Counsel and authorizing the General Manager to execute the same for a month-to-month rental to begin on July 1, 2025.

RESOLUTION NO. 25-01

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT APPROVING A RENTAL AGREEMENT WITH AHTNA INFRASTRUCTURE & TECHNOLOGIES

WHEREAS, Ahtna Infrastructure & Technologies (“Ahtna”) has been awarded a contract to complete Federal Channel dredging and Jetty repair in the Moss Landing Harbor and is in need of a small office space to conduct administrative operations associated with the federal project; and

WHEREAS, Moss Landing Harbor District has an unoccupied 460 square foot office available in its Santa Cruz Cannery Building; and

WHEREAS, Ahtna desires to complete a rental agreement for the available office space with the Moss Landing Harbor District on a month-to-month basis while they complete their contract with the Army Corps of Engineers.

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

1. All of the recitals set forth above are deemed true and correct to the best knowledge of the Board and by this reference are approved and incorporated herein as findings.
2. The Board hereby approves execution of an Agreement between The Moss Landing Harbor District and Ahtna Infrastructure & Technologies for the month-to-month rental of a 460 square foot office space at the Santa Cruz Cannery Building, in a form to be prepared and approved by r the General Manager and District Counsel.

CERTIFICATION

Resolution No. 25- 01 was duly adopted by the Board of Harbor Commissioners of the Moss Landing Harbor District at a special meeting of the Board held on June 25, 2025, a quorum present and acting throughout, by the following vote, to wit:

AYES, and in favor thereof, Boardmembers:

NOES, Boardmembers:

ABSENT, Boardmembers:

ABSTAIN, Boardmembers:

Russ Jeffries, President
Board of Harbor Commissioners

ATTEST:

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners