



Special Closed & Regular Public Session of June 25, 2019

**Santa Cruz Port Commission
MINUTES**

Commission Members Present:

Dennis Smith Chairman
Stephen Reed Vice-chairman
Darren Gertler Commissioner
Neli Cardoso Commissioner

Commission Members Absent:

Commissioner Goddard Commissioner

SPECIAL PUBLIC SESSION – 5:30 PM

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

1. Oral Communication
2. Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54957.6

At 5:30 PM, Chairman Smith announced the Commission will meet in closed session to discuss agenda item 3.

SPECIAL CLOSED SESSION

3. Conference with Labor Negotiators
Agency Designated Representative: M. Olin and T. Davis
Employee Organization: Harbor Employee Association, Operating Engineers Local No. 3

SPECIAL PUBLIC SESSION

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

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

Chairman Smith adjourned the special open session following the closed meeting at 6:45 PM.

REGULAR PUBLIC SESSION – 7:00 PM

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

5. Pledge of Allegiance
6. Oral Communication

Discussion: Chairman Smith stated that the Commission took no reportable action in closed session on agenda items 3.

In response to a question posed by Vice-chairman Reed, Port Director Olin confirmed that the recent ambient sound study performed by Illingworth and Rodkin provides the District with baseline data relative to ambient noise levels within the harbor. She stated that the data may be used in the future to assist with obtaining regulatory permits.

Vice-chairman Reed stated that the design for the *Pappy* display cradle is in progress and conceptual design drawings are expected to be available soon.

CONSENT AGENDA

7. Approval of Minutes
 - a) Regular Public Session of May 28, 2019

MOTION: Motion made by Vice-chairman Reed, seconded by Commissioner Gertler to approve the consent agenda.
- *Motion carried. Commissioner Goddard ABSENT.*

REGULAR AGENDA

8. Review and Accept AB 691 Sea Level Rise Assessment Report

Discussion: Port Director Olin recommended acceptance of the AB 691 Sea Level Rise Assessment Report, stating that at its regular public session in May, the Commission reviewed the report and suggested minor edits for inclusion.

Administrative Services Manager MacLaurie reviewed the revisions and noted a correction on page 5 of the report (AB 691 was passed in 2013, rather than 2003).

In response to a question posed by Vice-chairman Reed, Administrative Services Manager MacLaurie confirmed that the report will be made available on the Port District's website, as well as the website for California State Lands Commission.

MOTION: Motion made by Commissioner Gertler, seconded by Vice-chairman Reed to accept the AB 691 Sea Level Rise Assessment Report.
- *Motion carried. Commissioner Goddard ABSENT.*

9. Authorize the Purchase of a New Caterpillar D-6 Dozer

Discussion: Port Director Olin stated that the D6 LGK Dozer is currently inoperable and in need of extensive repairs. She stated that repairs are estimated at approximately \$92,743, and a quote for a new Caterpillar D6 Dozer was obtained for comparison purposes. Port Director Olin reviewed the following:

- Current Dozer was purchased in 2017, at a cost of \$100,825 (assigned a 10-year fixed asset life).
- If a new dozer is purchased, the fixed asset loss for the current dozer is estimated at \$80,000, less a \$10,000 trade in value.
- Government pricing for a new Dozer, is approximately \$197,132 (\$207,132, less \$10,000 trade-in value), including tax and 12-month standard warranty and 36-month extended warranty for powertrain and hydraulics.

Port Director Olin stated that staff currently recommends purchasing a new Dozer, although repairing the current dozer remains an option. Chairman Smith expressed support for purchasing a new Dozer, noting that the warranties will be beneficial. He stated that if the purchase is authorized, a maintenance schedule will need to be developed to reduce the potential of unforeseen mechanical issues.

A discussion ensued regarding the conditions in which the dozer operates, and the impacts those conditions may have on the validity of associated warranties.

MOTION: Motion made by Vice-chairman Reed, seconded by Commissioner Cardoso, to authorize the purchase of a new Caterpillar D-6K-BR track type Dozer in an amount not to exceed \$207,000. This unbudgeted FY20 acquisition is to be funded out of unrestricted cash.

- *Motion carried. Commissioner Goddard ABSENT.*

10. Approval of Exercise of Lease Option for 333 B Lake Avenue (Bayside Marine)

Discussion: Port Director Olin stated that the Commission met in closed session on May 28, 2019, to consider the request by Todd Fraser to exercise the final two-year lease option, which would extend the lease term through January 31, 2022.

Port Director Olin stated that as part of the lease option renewal process, a market rent review was performed. She stated that no rent adjustment for the option period is warranted based on current, fair market rent.

A brief discussion ensued about the general maintenance and schedule of repairs for the building, including flooring, restroom fixtures, and exterior landscaping.

MOTION: Motion made by Vice-chairman Reed, seconded by Commissioner Cardoso to approve Bayside Marine's lease option, extending the lease for 2 years, through January 31, 2022.

- *Motion carried. Commissioner Goddard ABSENT.*

11. Election of Special District Alternate on LAFCO

Discussion: Port Director Olin requested the Commission provide direction to staff on casting the Port District's vote for the 2019 Election of Special District Alternate on Local Agency Formation Commission (LAFCO).

A brief discussion ensued regarding the background of the candidates and their qualifications.

MOTION: Motion made by Vice-chairman Reed to cast the Port District's vote for Carla Christensen for the 2019 Election of Special District Alternate on LAFCO. Motion died due to lack of a second.

Motion made by Commissioner Gertler, seconded Commissioner Cardoso to cast the Port District's vote for Edward Banks for the 2019 Election of Special District Alternate on LAFCO.

- *Motion carried. Commissioners Smith, Gertler, and Cardoso voting YES. Commissioner Reed voting NO. Commissioner Goddard ABSENT.*

12. Approval of Cash / Payroll Disbursements – May 2019

Discussion: In response to a question posed by audience member, Tom Whieldon, regarding Warrant # 51721 - County of Santa Cruz DPW, Administrative Services Manager MacLaurie confirmed that the \$2,000 payment covers rental of the overflow parking area at 7th and Brommer for the months of April and May (\$1,000 / month). A brief discussion ensued regarding the use of the overflow lot. Chairman Smith stated that in his observations, the lot is minimally used. He stated that despite the monthly cost for the lot, which has increased over the years, the Port District continues to lease the area to provide a service for the boating community.

MOTION: Motion made by Commissioner Gertler, seconded by Vice-chairman Reed to approve cash/payroll disbursements for May 2019, in the amount of \$863,545.65.

- *Motion carried. Commissioner Goddard ABSENT.*

INFORMATION

13. Port Director's Report

Policy and Operations Committee Meeting

Port Director Olin stated that a Policy and Operations Committee Meeting is scheduled for Wednesday, July 24, 2019, at 3:30 PM to discuss electronic key access for dry storage renters and review a revised charter application submitted by Team O'Neill, LTD.

Search and Rescue Program

Port Director Olin announced that the County Board of Supervisors approved an increase in annual support of marine search and rescue program from approximately \$24,000 to \$50,000. Port Director Olin added that the one-time request for a \$250K contribution toward a replacement patrol vessel is still pending. She stated that a concurrent request has been submitted via Senator Monning's office for \$530K in the State of California budget and is awaiting the Governor's approval, which is anticipated prior to June 30, 2019.

Boatyard Claim

Port Director Olin stated that a claim in that amount of \$3,950 was approved for Michael Whiting after his rub rail was damaged at the boatyard during a haul-out. As a result, modifications have been made to improve boatyard procedures.

Concession Lot Parking Access and Revenue System (PARCS) Project

Port Director Olin stated that the PARCS Project is out for bid and proposals are due on July 12, 2019. An award of contract is expected at the next regular session in July.

Assembly Bill 516

Port Director Olin informed the Commission that the California Association of Harbor Masters and Port Captains is asking California harbors to consider joining them in opposing AB 516, which would modify the authority of peace officers to remove a vehicle parked or left standing for 72 or more hours. Port Director Olin added that Santa Barbara Harbor has already expressed opposition to the bill, as they believe it may impact waterfront parking lots.

California Marine Affairs and Navigation Conference (CMANC)

Port Director Olin stated that due to scheduling conflicts, she has declined an invitation from Ryan Hernandez of CMANC to serve on their board, and recommended Commissioner Goddard as a possible candidate.

14. Harbormaster's Report

Harbormaster Marshall stated that a recent review of the vessel insurance report reveals that approximately 600 slip renters are currently in compliance with the vessel insurance policy.

Slip renter Curtis Gandy thanked Deputy Harbormaster staff for their work in returning his surfboard, which was reported stolen.

15. Facilities Maintenance & Engineering Manager's (FME) Report *(There was no discussion on this agenda item)*
16. Financial Reports *(There was no discussion on this agenda item)*
 - a) Comparative Seasonal Revenue Graphs
17. Review of Delinquent Accounts *(There was no discussion on this agenda item)*
18. Crime/Incident/Citation Report – May 2019 *(There was no discussion on this agenda item)*
19. Port Commission Review Calendar / Follow-Up Items

A brief discussed ensued regarding scheduling of a closed session for purposes of performing the Port Director's annual evaluation prior to the next regular meeting in July.

Chairman Smith adjourned the regular public session at 7:45 PM

Dennis Smith, Chairman

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PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Stephen Reed
Darren Gertler
Neli Cardoso

TO: Port Commission
FROM: Latisha Marshall, Harbormaster
DATE: July 11, 2019
SUBJECT: Approval of Month-to-Month Rental Agreement at Santa Cruz Harbor Boatyard
(Tenant: Lance Clifford)

Recommendation: Approve month-to-month rental agreement.

Boatyard contractor, Lance Clifford, has requested to rent storage space at the boatyard for tools and equipment storage. The space is approximately 5'6" by 10' (55 SF) and is limited to the alcove inside the auxiliary interior hangar of the boatyard, beneath the stairs. The space is only accessible during boatyard operating hours, and access is only granted when boatyard personnel are present. No work is permitted to be performed inside the premises. Mr. Clifford is amenable to this arrangement.

Staff recommends approval of the rental agreement, outlined below.

Tenant: Lance Clifford
Term: Month-to-Month
Rent: \$94.60/month (\$1.72/SF)
Use: Storage Space
Space: 5'6" x 10' (55 sq. ft.)
Security Deposit: Equivalent to one month's rent (\$94.60)
Insurance: \$1 million, with Santa Cruz Port District named as additional insured
Utilities: 1% the total monthly cost of PG&E

ATTACHMENTS: A. Rental Agreement – Lance Clifford

2. Term. The term of this agreement shall be month-to-month, commencing as of the date indicated in Section 1.

3. Notice of Termination. Landlord or Tenant may terminate this agreement with advance written notice to the other party. Such written notice must be given on the first day of the calendar month and shall be in advance of its effective date by the number of days indicated in Section 1.

4. Rent.

(a) Fixed Minimum Rent. As described in Section 1, Tenant shall pay to Landlord a fixed amount of rent ("Fixed Minimum Rent") which shall be subject to periodic adjustment as described in subparagraph 4(b).

(b) Adjustment of Fixed Minimum Rent. Landlord shall notify Tenant if rent is to be adjusted as indicated in Section 1. Any adjustment shall be effective as indicated in Section 1.

(c) Payment of Fixed Minimum Rent. Fixed Minimum Rent shall be payable as indicated in Section 1, in advance, without notice, offset, or abatement. All rent and other sums payable by Tenant hereunder shall be paid to Landlord in currency of the United States of America (or by personal check unless Landlord otherwise notifies Tenant) at Landlord's address set forth in Paragraph 23 hereof, or at such other place as Landlord may from time to time designate in writing.

(d) Deposit. Tenant shall also pay the amount indicated in Section 1, to be held as security deposit.

5. Use.

(a) Permitted Uses. Tenant shall use the Premises solely for the use indicated in Section 1 and for no other uses whatsoever. Tenant acknowledges that Landlord has made no warranties or representations to Tenant regarding the suitability of the Premises for Tenant's intended use, and Tenant waives all claims against Landlord regarding the suitability of the Premises for Tenant's intended uses. Landlord reserves the right to fix and determine rates charged (per Section 72 H&N).

(b) Roof. Tenant shall have no right to use any portion of the roof of the Building for any purpose.

(c) Continuous Use. Tenant shall continuously and uninterruptedly during the Agreement term, occupy and use the Premises for the purposes permitted under this Agreement.

(d) Hazardous Materials. No goods, merchandise, or materials shall be kept, stored, or sold in such a manner as to create any unusual hazard on the Premises; and no offensive or dangerous trade, business, or occupation shall be conducted thereon, and nothing shall be done on the Premises which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the Premises or upon adjacent properties or improvements thereon.

No machinery or apparatus shall be used or operated on the Premises, which will in any way injure the Premises, or adjacent properties or improvements thereon.

Tenant shall indemnify Landlord from any damages suffered by Landlord, including, without limitation, cleanup costs, as a result of the generation, use, storage, transport, or release of hazardous materials by Tenant in, on, or about the Premises or the Property. For the purpose of this Agreement, the term "hazardous materials" shall mean (A) those substances listed in Title 22 section 66680 of the California Administrative Code, (B) substances within the criteria set forth in Title 22 sections 66693 through 66723 of the California Administrative Code, (C) substances which, at any time during the term hereof, are added to the list described in paragraph (A) above or which are within any future criteria described in subparagraph (B) above, (D) petroleum and all byproducts and distillates thereof, and (E) asbestos. Prior to bringing or allowing any hazardous materials to be brought onto the Premise or Property, Tenant shall notify Landlord as to the identity of said materials and the safeguards to be used in connection therewith. Landlord shall be entitled, in its sole discretion, to refuse to allow hazardous materials to be brought onto the Premises or Property. Landlord's consent to the introduction of any hazardous material onto the Property (i) shall not release Tenant from its duty to indemnify Landlord for any damages resulting from such materials, (ii) shall not be deemed to waive Landlord's right to disapprove of any subsequent introductions of hazardous materials onto the Property whether of the same or of a different nature than the material to which Landlord consented, and (iii) may be revoked at any time, in Landlord's sole discretion, whereupon Tenant shall remove such materials from the Property within five (5) days of receipt of Landlord's demand for removal. In all events, if any hazardous materials become located upon the Property for any reason other than as consented to by Landlord in accordance with the foregoing procedure; Tenant shall immediately notify Landlord as to the same.

(e) Effect on Navigable Waters. Under federal law, no construction, installation, dredging, filling, or other activity, which would have an effect on navigation, may be conducted in or adjoining navigable waters without a permit therefore first being issued by the Secretary of the Army. The Port Director determines whether any proposed facility of Tenant may be construed to have an effect on navigation. In the event the Port Director so determines, Tenant shall prepare at its expense a permit application for submittal by Landlord in Landlord's name to the Corps of Engineers, United States Army. The permit application shall be prepared in strict conformity with regulations published by the United States Army.

(f) Non-permitted Uses. Tenant shall not permit the Premises to be used for any purpose not described in Paragraph 5(a) or for any unlawful purpose; and Tenant shall not perform, permit, or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of the laws and ordinances of the United States, State of California, or City of Santa Cruz, as the same may be now or hereafter in force and effect. Without limiting the generality of the foregoing, Tenant specifically agrees not to cause or permit generation of unreasonable levels of noise from other sources, which might disturb liveaboard slip licensees, or residential neighbors of the Port District from 9:00 pm until 6:00 am each day during the lease term. Tenant further specifically agrees to prevent emission from the Premises into the air of any smoke or other noxious substances, or any odors reasonably deemed offensive to personnel of Landlord, liveaboard slip licensees or residential neighbors of the Port District.

(g) Compliance with Laws. Tenant shall abide by all applicable rules, codes, regulations, resolutions, ordinances and statutes of Landlord, the City of Santa Cruz, County of Santa Cruz, California Coastal Commission, State of California, or other governmental body where applicable, respecting the use, operation, maintenance, repair or improvement of the Premises and equipment therein, and shall pay for any and all licenses or permits required in connection with the use, operation, maintenance, repair, or improvement of the Premises.

6. Ownership of Improvements. All structures, buildings, improvements, additions, and fixtures now existing or hereafter constructed, erected, or installed in or upon the Premises, and all alterations and additions thereto, shall be deemed a part of the Premises and title thereto shall be deemed vested in and remain in Landlord during the agreement term, and upon expiration or sooner termination of the agreement term shall remain upon and be surrendered with the Premises as part thereof.

7. Construction of Improvements.

(a) No Landlord Improvements. Landlord shall not be obligated to install or construct any improvements, additions, or alterations (collectively called "improvements") on the Premises during the agreement term.

(b) Tenant Improvements. Tenant may, at Tenant's expense, construct certain new additions and improvements to the Premises required in connection with the conduct of Tenant's business; provided, (a) that Tenant shall obtain, at Tenant's expense, all necessary plans and specifications for the construction of said additions and improvements, (2) that Tenant's plans and specifications shall be subject to review and prior written approval by Landlord, and (3) that Tenant shall be responsible for obtaining, at Tenant's expense, all necessary governmental permits and approvals for construction of any new additions or improvements to the Premises.

(c) Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Tenant shall indemnify and hold Landlord harmless against liability, loss, damage, cost, and all other expenses (including but without limitation, attorneys' fees) arising out of claims of lien for work performed or materials or supplies furnished at the request of Tenant or persons claiming under Tenant.

8. Taxes and Assessments.

(a) Payable by Tenant. Tenant shall pay directly to the taxing authority during each year or partial year during the term hereof, all real and personal property taxes, general and special assessments, use and possessory taxes, environmental protection charges, and other charges of every kind or description whatsoever, foreseen or unforeseen, levied on or assessed against the Premises, improvements or personal property therein, the leasehold estate or any personal property therein, the leasehold estate or any subleasehold estate permitted by Landlord. Tenant shall pay each installment of such taxes and assessments prior to the date such installment becomes delinquent. The taxes and assessments to be paid by Tenant hereunder shall be prorated at the end of the agreement term, in order that Tenant will pay only the proportionate part of said taxes and assessments attributable to the period of the agreement term, based on the ratio of the unit's square feet to the building's total square feet.

(b) Substitute Taxes. If at any time during the agreement, under the laws of the United States of America, the State of California, or any political subdivision thereof in which the Premises are located, a tax on rent or other charge by whatever name called, is levied, assessed, or imposed against Landlord, or against the rent payable hereunder to Landlord, as a substitute in whole or in part for any of the taxes described in Paragraph 8(a), Tenant, to the extent such substitute tax or other charge relieves Tenant from the payment of taxes provided for herein, shall pay such tax or other charge in the manner provided in this Paragraph 8.

9. Insurance.

(a) Casualty Insurance. If indicated in Section 1, Landlord shall, at Tenant's expense, procure and maintain in full force and effect at all times during the term of this agreement, fire, and extended coverage insurance satisfactory to Landlord covering the Premises and all improvements therein in an amount not less than ninety percent (90%) of the actual replacement cost thereof. The insurance provided for in this Paragraph 9(a) shall, in Landlord's sole discretion, provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), including earthquake, and loss of rents covering Fixed Minimum Rent for a period of up to twelve (12) months, and shall contain an inflation endorsement. Insurance proceeds thereunder shall be payable to Landlord. Landlord shall have no obligation to insure against loss by Tenant to Tenant's leasehold improvements, fixtures, furniture, or other personal property in or about the Premises occurring from any cause whatsoever and Tenant shall have no interest in the proceeds of any insurance carried by Landlord. Landlord shall be entitled to carry any such insurance in the form of a blanket policy covering property in addition to the Premises. Tenant shall reimburse Landlord upon demand for its share of the cost to Landlord of any insurance policy or policies, which Landlord may carry on the Premises in accordance with this paragraph. Such costs shall include both premiums and deductibles. Tenant's share of the cost of such insurance shall be a prorated share based upon the portion of the building square footage contained within the Premises, or if in Landlord's reasonable judgment the foregoing square footage based apportionment does not fairly apportion the insurance costs related to the building, Landlord may adjust such insurance costs as appropriate to reflect any disparity in risk level or other factors which may affect the relative cost of insurance between and among all tenants of the building; as to any blanket policy of insurance covering properties other than the building, the portion of insurance costs allocable to the building shall be as equitably determined by Landlord. The premiums for such insurance of Landlord shall be prorated as of the expiration of the agreement term so that Tenant pays only for insurance coverage attributable to the agreement term.

(b) Liability Insurance. Tenant, at Tenant's sole expense, shall provide and keep in force at all times during the term of this agreement for the benefit of Landlord and Tenant general liability insurance policies with an insurance company reasonably satisfactory to Landlord, protecting Landlord and Tenant against any and all liability occasioned by any occurrence in, on, about, or related to the Premises in an amount not less than the amount indicated in Section 1, single combined limit for personal injury and property damage. Tenant shall cause Landlord to be named as an additional insured under such policy.

(c) Workers' Compensation Insurance. Tenant shall procure, at its own expense, and shall keep in force during the agreement term, adequate insurance against liability arising on account of injuries or death to workers or employees on the Premises. Such workers' compensation insurance shall be in amounts at least equal to the maximum liability of Tenant, its agents, and contractors under the Workers' Compensation Insurance and Safety Act of the State of California or other applicable laws.

(d) Other Insurance. Tenant shall procure, at its sole cost and expense, and shall keep in force, such other insurance in amounts from time to time reasonably required by Landlord against other insurable risks if at the time they are commonly insured against for business operations similar to that of Tenant.

(e) Written Notice of Cancellation or Reduction. Each policy of insurance, which Tenant is required to procure and maintain in effect, shall contain the following clause:

"It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Port Director of Santa Cruz Port District shall have received written notice of such cancellation or reduction. The notice shall be sent by certified or registered mail and shall be deemed effective the date delivered to said Port Director, as evidenced by properly validated return receipt."

(f) Waiver of Subrogation. Tenant and Landlord each hereby waives any and all rights of recovery against the other, and against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage to the extent of the insurance proceeds actually paid in connection therewith. Tenant and Landlord shall, upon obtaining any of the policies of insurance required or desired hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of rights of recovery is contained in this agreement, and shall each use their best efforts to cause the insurer for each such policy to waive in writing any rights of subrogation it may have against the other party.

(g) Submittal of Policies. Tenant agrees to deposit with Landlord, at or before the times at which the insurance policies necessary to satisfy the insurance provisions of this agreement are required to be in effect, a copy of each such policy or policies required hereunder and to keep such insurance in effect and the policy or policies therefore on deposit with Landlord during the entire term of this agreement.

(h) Review of Coverage. Landlord shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of Landlord, the insurance provisions in this agreement do not provide adequate protection for Landlord and for members of the public using the Premises, Landlord may require Tenant to obtain (or may obtain at Tenant's expense) insurance sufficient in coverage, form and amount to provide adequate protection. Landlord's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks, which exist at the time a change in insurance is required.

Landlord shall give Tenant written notice of changes in the insurance requirement and Tenant shall deposit copies of acceptable insurance policies with Landlord incorporating such changes within sixty (60) days following receipt of such notice.

The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement. Notwithstanding said policy or policies or insurance, Tenant shall be obligated for the full and total amount of any damage, injury, or loss caused by Tenant's negligence or neglect connected with this agreement or with use or occupancy of the Premises.

(i) Landlord's Remedies. In case of failure on the part of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 9, Landlord may at its discretion, and in addition to any other remedies it may have upon failure of Tenant to procure or to maintain in effect any insurance which Tenant is required to carry as provided in this Paragraph 9, procure or renew such insurance and pay any and all premiums therefore and all monies so paid by Landlord shall be repaid by Tenant to Landlord upon demand.

10. Indemnification.

(a) Tenant's Hold Harmless. Tenant hereby indemnifies Landlord against and holds Landlord harmless from any and all claims, damage, cost, liability, or expense, including but not limited to attorneys' fees and costs of suit, resulting from or arising out of Tenant's use of the Premises, Tenant's default in the performance of any obligation of Tenant under this agreement, any act or failure to act of Tenant or any employees, agents, contractors, customers, or other invitees of Tenant occurring in or about the Premises, or construction of any improvements by Tenant in the Premises. Such indemnification specifically includes without limitation any damage to property or injury or death to any person arising from the use of the Premises by Tenant or from the failure of Tenant to keep the Premises in good condition, order, and repair. Tenant expressly agrees to exercise due care in the handling of fuel or any other flammable materials in, on, or around the Premises. Tenant shall maintain on the Premises adequate firefighting equipment, which shall remain under the use, control, maintenance, and repair of Tenant.

(b) Tenant's Waiver of Claims. Tenant hereby waives all claims against Landlord for damage to any property, goods, wares, or merchandise of Tenant stored in, upon, or about the Premises, and for injury to persons in, upon, or about the Premises from any cause whatsoever arising at any time, except as may be caused by the active negligence or willful misconduct of Landlord. Landlord shall not be liable to Tenant for any damage caused by any act or negligence of any person, other than Landlord's personnel, in, upon, or about the Premises, whether a customer of Tenant or otherwise. Tenant expressly waives any claims against Landlord for damage to Tenant's business on the Premises or loss of goodwill or any other damage to Tenant arising from complete or partial closure of the Santa Cruz Harbor at any time and from time to time, whether such closure shall result from inclement weather, excess deposits of sand in the harbor, or any other reason whatsoever. Landlord shall have no obligation or responsibility to dredge the entrance channel of the Santa Cruz Harbor.

11. Maintenance and Repairs.

(a) Tenant's Obligations. Subject to Paragraph 15 below relating to damage and destruction, and subject to Landlord's maintenance responsibilities set forth in Paragraph 11(c) below, through the term of this agreement Tenant shall, at Tenant's sole cost and expense, maintain the Premises and every part thereof, and all fixtures, machinery and equipment located in or on the Premises and utilized in the conduct of Tenant's business in first class condition, order and repair, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) municipal, county, state, federal, and other governmental agencies and bodies having or claiming jurisdiction of the Premises and all their respective departments, bureaus, and officials; and (2) all insurance companies insuring all or any part of the Premises or improves or both. For purposes of this paragraph, the obligation to repair includes the obligation to replace as and when reasonably necessary. Tenant hereby waives such rights as it may have under California Civil Code Sections 1941 and 1942 and any similar or successor laws that permit a tenant to perform repairs and offset the cost thereof against rent.

(b) Outside Areas. Tenant acknowledges that the cleanliness and neat and attractive appearance of the interior and exterior of the Building and all other areas of the Premises are a material concern of Landlord. Accordingly, Tenant shall continuously exercise diligence throughout the agreement term in keeping the Premises and the Outside Area in a neat, clean, sanitary, and attractive condition. Tenant shall arrange for regular and prompt disposal of garbage generated by Tenant's operations on the Premises, and shall not permit garbage or refuse to accumulate in or around the Premises. Tenant shall not cause or permit offensive odors to emanate from the Premises.

(c) Landlord's Obligations. Notwithstanding anything to the contrary contained in this Paragraph 11, and subject to the provisions of Paragraph 15 below relating to damage and destruction, Landlord shall maintain in good condition, order and repair the parking area upon the Property, the heating, ventilation and air conditioning equipment, if any, servicing the Premises, and the structural portions of the Building, including the roof, walls and foundation of the Building, except to the extent any such maintenance is necessitated by damages due to the negligence or greater culpability of Tenant, its agents, employees or invitees. Landlord shall have no obligation to maintain or repair under this Paragraph 11(c) until a reasonable period of time after receipt by Landlord of notice from Tenant of the need therefore, specifying the nature of the maintenance or repair needed.

12. Utilities. Tenant shall pay promptly as the same become due and payable its pro rata share of all bills and costs for water, gas, electricity, refuse pickup, sewer service charges, and any other utilities or services supplied to the Premises as indicated in Section 1. Tenant shall pay its pro rata share of utilities within five (5) days of receiving notice from Landlord as to the amount thereof. The parties hereby agree that Tenant's pro rata share of said utility costs shall be reasonably calculated by Landlord and conveyed to Tenant. In no event shall Landlord be liable to Tenant for any interruption or failure of any utility services to the Premises.

13. Assignment and Subletting.

(a) Landlord's Consent Required. Tenant shall not assign, sublease, mortgage, pledge, hypothecate, encumber, or transfer the Premises or any part thereof, or this agreement or any rights or obligations hereunder without Landlord's written consent.

(b) Incorporation of Terms. Should Landlord consent to any Transfer such consent shall not constitute a waiver of any of the terms, covenants, or conditions of this agreement. Such terms, covenants, or conditions shall apply to each and every transfer hereunder and shall be severally binding upon each and every encumbrancer, assignee, transferee, subtenant, or other successor in interest of tenant. Any document to mortgage, pledge, hypothecate, encumber, transfer, sublet, or assign the Premises or any part thereof shall incorporate directly or by reference all the provisions of this agreement.

14. Damage or Destruction.

(a) Partial Damage-Insured. Subject to the provisions of Paragraphs 15(c) and 15(d), if the Premises or any improvements therein are damaged, such damage involves damage to the building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the building), such damage was caused by an act or casualty covered under an insurance policy provided for in Paragraph 9, and the proceeds of such insurance received by Landlord are sufficient to repair the damage, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible and this agreement shall continue in full force and effect.

(b) Partial Damage-Uninsured. Subject to the provisions of Paragraphs 15(c) and 15(d), if at any time during the term hereof the Premises or any improvements are damaged, such damage involves damage to the Building to the extent of less than eighty percent (80%) of the then replacement value thereof (excluding excavations and foundations of the building), and the insurance proceeds received by Landlord are not sufficient to repair such damage, or such damage was caused by an act or casualty not covered under an insurance policy, Landlord may at Landlord's option either

(a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this continue in full force and effect, or (b) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this agreement as of the date of the occurrence of such damage.

(c) Total Destruction. If at any time during the term hereof either the Premises or the improvements contained therein are damaged from any cause, whether or not covered by the insurance provided for in Paragraph 9, and such damage involves damage to the Building to the extent of eighty percent (80%) or more of the replacement value thereof (excluding excavations and foundations of the Building), including any total destruction required by any authorized public authority, this Lease shall at the option of Landlord terminate as of the date of such total destruction. Landlord shall exercise its right to terminate this agreement by delivery of notice to Tenant within thirty (30) days after the date that Tenant notifies Landlord of the occurrence of such damage. In the event Landlord does not elect to terminate this agreement, Landlord shall at Landlord's expense repair such damage as soon as reasonably possible, and this Lease shall continue in full force and effect.

(d) Damage Near End of Term. If the Premises or the improvements therein are destroyed or damaged in whole or part during the last six (6) months of the term of this agreement, Landlord may at Landlord's option cancel and terminate this agreement as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

(e) Abatement of Rent. Notwithstanding anything to the contrary contained elsewhere in this Lease, if the Premises are partially damaged and Landlord repairs or restores them pursuant to the provisions of this agreement Paragraph 14, the Fixed Minimum Rent payable hereunder for the period commencing on the occurrence of such damage and ending upon completion of such repair or restoration shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired during the period of repair; provided that, nothing herein shall be construed to preclude Landlord from being entitled to collect the full amount of any rental loss insurance proceeds if such rental loss insurance is then carried with respect to the Premises. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair, or restoration.

(f) Waiver. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4), and any similar or successor statutes relating to termination of agreement when the agreement term is substantially or entirely destroyed, and agrees that such event shall be governed by the terms of this agreement.

(g) Tenant's Property. Landlord's obligation to rebuild or restore shall not include restoration of Tenant's equipment, merchandise, or any improvements, alterations or additions made by Tenant to the Premises.

(h) Notice of Damage. Tenant shall notify Landlord within five (5) days after the occurrence thereof of any damage to all or any portion of the Premises. In no event shall Landlord have any obligation to repair or restore the Premises pursuant to this Paragraph 14 until a reasonable period of time after Landlord's receipt of notice from Tenant of the nature and scope of any damage to the Premises, and a reasonable period of time to collect insurance proceeds arising from such damage (unless such damage is clearly not covered by insurance then in effect covering the Premises).

(i) Replacement Cost. The determination in good faith by Landlord of the estimated cost of repair of any damage, or of the replacement cost, shall be conclusive for purposes of this Paragraph 14.

15. Eminent Domain.

(a) Termination. In the event the whole or any part of the Premises is condemned in the lawful exercise of the power of eminent domain by any public entity, then this agreement shall terminate as to the part condemned on the date possession of that part is taken.

(b) Partial Taking Renders Economically Unfeasible. If only a part of the Premises is condemned, but such taking makes it economically unfeasible for Tenant to use the remainder of the Premises for the purposes contemplated by this agreement, then Tenant may, at its option, terminate this agreement as of the date possession of the condemned part is taken by giving written notice to Landlord of its intention within thirty (30) days following the date said possession is taken.

(c) Partial Taking with Business Continued. If only part of the Premises is condemned and this agreement terminated as set forth above, then this Lease shall, as to the condemned portion of the Premises, terminate as of the date possession of such portion is taken. The Fixed Minimum Rent shall thereupon be reduced in the same proportion that the area of the Premises taken bears to the initial total area of the Premises. Fixed Minimum Rent, as so reduced, shall continue to be subject to adjustment in accordance with Paragraph 4 hereof.

(d) Repairs. Tenant shall, at its sole cost and expense and in a prompt and expeditious manner, make all necessary repairs or alterations to the remainder of the Premises so as to make them reasonably suitable for Tenant's continued occupancy for those uses and purposes contemplated by this agreement.

(e) Compensation. All compensation awarded or paid upon the total or partial taking of the fee title to the Premises or part of the Premises, or for the taking of all or any portion of the Premises, shall belong to Landlord. The Building and other improvements made by Landlord on the Premises at Landlord's expense shall belong to Landlord. Landlord shall not be entitled to any compensation paid to Tenant for costs incurred by Tenant in removing its furniture, equipment, and trade fixtures from the condemned Premises.

16. Tenant Default. Tenant shall be deemed in default under this agreement upon occurrence of any of the following:

(a) Tenant Default

(1) Tenant fails to pay a monetary sum when due under this Lease (provided that Tenant shall not be deemed in default if Tenant pays such sum within ten (10) days after notice from Landlord that such sum is overdue; and provided further that, Tenant shall not be entitled to any such ten (10) day grace period or notice and shall be deemed in default immediately upon failure to so pay when due if Landlord has already delivered two notices of overdue payments within the immediately preceding twelve (12) month period;

(2) Tenant fails to perform any of its other obligations under this agreement provided that, if such failure is of the nature that it may be cured, Tenant shall not be deemed in default if Tenant cures such failure within twenty (20) days after notice from Landlord of such failure;

(3) Tenant's interest in the Premises or the Lease, or any part thereof, is assigned or transferred, either voluntarily or by operation of law (except as expressly permitted by other provisions of this agreement), including, without limitation, the filing of an action by or against Tenant, or by any member of Tenant if Tenant is a partnership or joint venture, under any insolvency or bankruptcy laws, or if Tenant makes a general assignment for the benefit of its creditors, or;

(4) Tenant vacates, abandons, or surrenders the Premises during the agreement term. In the event of a default by Tenant under this agreement, Landlord may pursue such remedies as it may have for such default under law or in equity, including but not limited to the remedies set forth below.

(b) Repossession. Landlord may repossess the Premises and remove all persons and property therefrom. If Landlord repossesses the Premises because of a breach of this Lease, this agreement shall terminate and Landlord may recover from Tenant:

(1) the worth at the time of award of the unpaid rent, which had been earned at the time of termination including interest at ten percent (10%) per annum;

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided including interest at ten percent (10%) per annum;

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, computed by discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%); and

(4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this agreement or which in the ordinary course of things would be likely to result therefrom.

(c) No repossession. If Landlord does not repossess the Premises, then this agreement shall continue in effect for so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies under this agreement, including the right to recover the rent and other sums due from Tenant hereunder. For the purposes of this Paragraph 16, the following do not constitute a termination of Tenant's right to possession:

(1) Acts of maintenance or preservation by Landlord or efforts by landlord to relent the Premises; or

(2) The appointment of a receiver by landlord to protect Landlord's interest under this agreement.

17. Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the terms, covenants, agreements, or conditions of this agreement or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party, as a part of the

prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgement rendered. "Prevailing party" within the meaning of this paragraph shall include, without limitation, a party who brings an action against the other party after the other party's breach or default, if such action is settled or dismissed upon the payment by the other party of the sums allegedly due or performance of the covenants allegedly breached or the plaintiff obtains substantially the relief sought by it in the action.

18. Removal of Property. Tenant hereby irrevocably appoints Landlord as agent and attorney in fact of Tenant to enter upon the Premises in the event of a default by Tenant in the payment of any rent herein reserved, or in the performance of any term, covenant, or condition herein contained to be kept or performed by Tenant, and to remove any and all furniture and personal property whatsoever situated upon the Premises, and to place such property in storage for the account of and at the expense of Tenant. In the event that Tenant shall not pay the cost of storing any such property after the property has been stored for a period of ninety (90) days or more, Landlord may sell any or all of such property, at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant or any demand upon Tenant for the payment of any part of such charge or the removal of any such property and shall apply the proceeds of such sale first to the costs and expenses of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

19. Subordination.

(a) Subordination of Lease. This agreement at Landlord's option shall be subordinate to any mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon all or any portion of the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent, observe, and perform all of the provisions of this agreement unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee or trustee shall elect to have this agreement prior to the lien of its mortgage or deed of trust, and shall give written notice thereof to Tenant, this agreement shall be deemed prior to such mortgage or deed of trust, whether this agreement is dated prior or subsequent to the date of said mortgage or deed of trust or the date of recording thereof.

(b) Execution of Documents. Tenant agrees to execute any documents required to effectuate such subordination or to make this agreement prior to the lien of any mortgage or deed of trust, as the case may be, and failing to do so within ten (10) days after written demand, does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place and stead, to do so.

20. Landlord's Right to Reenter.

(a) Peaceable Surrender. Tenant agrees to yield and peaceably deliver possession of the Premises to Landlord on the date of termination of this agreement regardless of the reason for such termination. Upon giving written notice of termination to Tenant, Landlord shall have the right to reenter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the agreement and reentry of any Premises by Landlord shall in no way alter or diminish any obligation of Tenant under the Lease terms and shall not constitute an acceptance or surrender.

(b) Waiver of Redemption and Stipulated Damages. Tenant waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any reason or in the event, Landlord reenters and takes possession of the Premises in a lawful manner.

21. Notices. All notices, statements, demands, requests, approvals or consents given hereunder by either party to the other party shall be in writing and shall be sufficiently given and served upon the other party if served personally or if sent by first class mail of the United States Postal Service, certified, return receipt requested, postage prepaid, and addressed to the parties as indicated in Section 1, or to such other address as any party may have furnished to the others as a place for the service of notice. Notices sent by mail shall be deemed served on the date actually received, as indicated on the return receipt.

23. No Commission. Landlord and Tenant each agree that Landlord and Tenant, respectively, have not had any dealings with any realtor, broker, or agent in connection with the execution of this agreement. Tenant shall pay the commission or compensation payable to any agent or broker employed by Tenant in connection with the execution of this agreement.

24. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this agreement, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. Landlord's acceptance of partial payments of rent or any other sum due hereunder shall not be deemed a waiver of its right to recover the full amount of such payment and shall not be deemed an accord and satisfaction whether or not the amount due is disputed by the parties.

25. Holding Over. Any holding over after the expiration of the term with the consent of Landlord shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable.

26. Parking. Tenant acknowledges that all parking areas and all other common areas within the Santa Cruz Small Craft Harbor shall remain under the operation and control of Landlord. The manner in which such areas and facilities are operated and maintained shall be at the sole discretion of Landlord, and the use of such areas and facilities shall be subject to such rules and regulations as Landlord shall make from time to time. Landlord shall have the right to regulate access and parking and to install parking meters in such parking areas.

27. Non-Discrimination. Tenant agrees in the conduct of Tenant's business not to discriminate against any person or class of persons by reason of sex, race, creed, national origin, age, or physical condition. Tenant shall make its accommodations and services available to all persons on equal and reasonable terms.

28. Entry by Landlord. Landlord and its agents shall be entitled to enter into and upon the Premises at all reasonable times, upon reasonable notice (except in the case of an emergency, in which event no notice shall be required), for purposes of inspecting or making repairs, alterations or additions to all or any portion thereof, or any other part of the Building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, and during the one hundred eighty (180) day period prior to the expiration of this agreement to place upon the Premises any usual or ordinary "for rent" signs and exhibit the Premises to prospective tenants at reasonable hours, all without any abatement of rent and without liability to Tenant for any injury or inconvenience to or interference with Tenant's business, quiet enjoyment of the Premises, or any other loss occasioned thereby.

29. General.

(a) Entire Agreement. This agreement contains all of the terms, covenants, and conditions agreed to by Landlord and Tenant and it may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties to this agreement or their respective successors in interest.

(b) Covenants and Conditions. Each term and each provision of this agreement performable by Tenant shall be construed to be both a covenant and a condition, all of which conditions shall be for the sole benefit of Landlord.

(c) Binding on Successors. The covenants and conditions hereof, subject to the provisions as to subletting and assignment, shall apply to and bind the heirs, successors, executors, administrators, sublessees, and assigns to the parties.

(d) Joint and Several Liability. All persons who have signed this agreement shall be jointly and severally liable hereunder.

(e) Gender. When the context of this agreement requires, the masculine gender includes the feminine, a corporation, or a partnership, and the singular number includes the plural.

(f) Captions. The captions of the numbered and lettered paragraphs of this agreement are for convenience only and are not a part of this agreement and do not in any way limit or amplify the terms and provisions of this agreement.

(g) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

(h) Time of Essence. Time is of the essence as to all of the provisions of this agreement.

(i) Partial Invalidity. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(j) Relationship. Tenant shall not be an agent of Landlord for any purpose, and nothing in this agreement shall be deemed to create a partnership relationship between Tenant and Landlord.

(k) No Recordation. Tenant shall not record either this Agreement or a short form memorandum of this agreement.

(l) Calendar Days. All references herein to "days" shall mean calendar days unless otherwise stated.

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

"LANDLORD"

SANTA CRUZ PORT DISTRICT
COMMISSION,
a political subdivision

ATTEST:

Marian Olin
Port Director

By _____

"TENANT"

By _____

Santa Cruz Port District
Resolution 19-05
July 23, 2019

A resolution honoring Senior Deputy Harbormaster (“DHM”) Don Kinnamon for his extraordinary effort and assistance in securing funding from the State of California for a new marine search and rescue patrol vessel.

WHEREAS, the Santa Cruz Harbor Patrol provides first responder marine search and rescue services within the County of Santa Cruz and has identified an immediate need to replace its 20-year old patrol vessel; and,

WHEREAS, Senior DHM Kinnamon, in collaboration with the Apex Group, garnered support from State Senator William Monning who was successful in securing line item funding in the 2019-20 State of California budget for this critical public safety equipment; and,

WHEREAS, Senior DHM Kinnamon has done an outstanding job of representing the Port District to the community, and has demonstrated a “can do” spirit in identifying this opportunity as a potential funding source for a new vessel; and,

WHEREAS, Senior DHM Kinnamon has formed numerous valuable partnerships during his 28-year tenure with the Port District, including customers, visitors, coworkers, boating and marine-related organizations, representatives of other harbors, as well as other state and local agencies; and,

WHEREAS, these long-term partnerships, combined with Senior DHM Kinnamon’s community service skills, were instrumental in successfully securing this one-time budget allocation in the amount of \$530,000 for replacement of the Port District’s patrol vessel.

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz Port District Commission hereby extends its appreciation and gratitude to Senior Deputy Harbormaster Don Kinnamon for his role in identifying and securing \$530,000 in funding for a replacement patrol vessel.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 23rd day of July, 2019, by the following vote:

AYES _____

NOES _____

ABSENT _____

APPROVED BY:

Dennis Smith, Chairman
Santa Cruz Port Commission



TO: Port Commission

FROM: Marian Olin, Port Director

DATE: July 16, 2019

SUBJECT: Award of Contract for Aldo's Seawall Replacement Project – Coastal Development Permit Accessway Improvement Plans (NTE \$42,000)

Recommendation: *Authorize the Port Director to execute a contract with Mesiti-Miller Engineering for Accessway Improvement Plans for the Aldo's Seawall Replacement Project in the amount of \$39,800, plus an approximate 5% contingency, for a total authorized amount not-to-exceed \$42,000.*

BACKGROUND

Special Condition #2 of the Coastal Development Permit ("CDP") issued by the Coastal Commission for the Seawall Replacement Project at Aldo's Restaurant, requires submission of Accessway Improvement Plans no later than three months following commencement of construction on the seawall.

ANALYSIS

Mesiti-Miller Engineering ("MME") has provided a proposal to provide the required Accessway Improvement Plans. The Agreement and Proposal are appended as Attachment A. MME has extensive involvement in the seawall replacement project. MME developed the conceptual design and construction documents for the project, and is currently providing construction administration services.

Staff recommends award of the \$39,800 contract with a contingency of approximately 5% to cover the cost of reimbursable expenses, bringing the total authorized amount to \$42,000.

IMPACT ON PORT DISTRICT RESOURCES

Though this CDP requirement was not anticipated in MME's original cost estimate for the seawall replacement project, the Port District has adequate contingency funding allocated to the Aldo's Seawall Replacement Project to fund this contract.

ATTACHMENTS: A. Agreement Between Santa Cruz Port District and Mesiti-Miller Engineering for Accessway Improvement Plans

**SANTA CRUZ PORT DISTRICT
AGREEMENT WITH INDEPENDENT CONTRACTOR**

No. C19-_____

Contractor:

Mesiti-Miller Engineering
224 Walnut Avenue, Suite B
Santa Cruz, CA 95060

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Santa Cruz Port District
Attention: Marian Olin
135 5th Avenue
Santa Cruz, CA 95062
(831) 475-6161

Project Name:

***Seawall Replacement Project at Aldo's Restaurant
Coastal Development Permit Accessway Improvement Plans***

It is agreed between the Santa Cruz Port District, Santa Cruz, California, and Contractor as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for Port District in accordance with terms, conditions and specifications set forth herein and in Exhibits A, B and C attached hereto for the Santa Cruz Port District.

2. Contract Term. The term of this agreement shall be from July 24, 2019, to December 31, 2019, unless terminated earlier by the Port District.

3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A." Port District shall make payment to Contractor in the manner specified herein. In the event that the Port District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Port District at the time of contract termination. The Port District reserves the right to withhold payment if the Port District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed **\$42,000, including reimbursable expenses.**

4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the Port District and that Contractor acquires none of the rights, privileges, powers or advantages of Port District employees.

5. Insurance and Indemnity. Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence in respect to damage to property. Port District shall be named as an additional insured on Contractor's insurance policy Contractor shall provide Port District with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage. To the full extent permitted by law Contractor agrees to defend, indemnify and hold Port District, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.

6. Non-assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Port District, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. Termination of Agreement. The Port District may, at any time, terminate this Agreement, in whole or in part, for the convenience of Port District, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Port District and shall be promptly delivered to the Port District. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. General Prevailing Wage Rates. The Port Commission has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing wages of applicable thereto is on file in the Office of Port Director.

9. Workers' Compensation Insurance. Contractor agrees and understands that the Port District does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

10. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

11. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

12. Retention of Records. Contractor shall maintain all required records for three years after the Port District makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the Port District, a federal agency, and the state of California.

13. Merger Clause. This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Port District. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

Marian Olin, Port Director

Date

Contractor's Signature

Date

Contractor's Tax I.D. Number or Social Security Number

Attachments: Exhibit A – Scope of Work & Payment Schedule
 Exhibit B – MME Proposal dated July 16, 2019
 Exhibit C – CDP 3-18-08841 Excerpt – Special Condition #2

EXHIBIT 'A'
SCOPE OF WORK & PAYMENT SCHEDULE

Scope of Work

Scope

Mesiti-Miller Engineering ("MME") shall complete services per the attached Proposal for Coastal Development Permit "CDP" Accessway Improvement Plans for the Seawall Replacement Project at Aldo's Restaurant dated July 16, 2019 ("Proposal"), Phases 1-3, in accordance with Special Condition #2 of CDP3-18-0841 issued by the California Coastal Commission for the Aldo's Seawall Replacement project.

Special Condition #2 is appended to this agreement as Exhibit B.

Payment Schedule

Compensation for all services rendered in connection with this project will be based on time and expenses charged in accordance with MME's standard billing rates appended to the Proposal.

Total compensation for services rendered and reimbursable expenses shall not exceed \$42,000.

Payments shall be remitted to:

Mesiti-Miller Engineering, Inc
224 Walnut Avenue, Suite B
Santa Cruz, CA 95060

EXHIBIT 'B'
PROPOSAL BY MESITI-MILLER ENGINEERING

Coastal Development Permit Required Accessway Improvement Plans for Seawall Replacement Project at Aldo's Restaurant

MME proposal dated July 16, 2019, attached.



July 17, 2019

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

Re: SCPD Seawall Replacement Project at Aldo's Restaurant
CDP Access way Improvement Plans
MME Project No: 19144

Dear Ms. Olin,

Thank you for asking MME to provide your engineering services for the Accessway Improvement Plans per the Accessway conditions of the Coastal Development Permit, CDP 3-18-0841(Santa Cruz Harbor Sheet Pile and Restaurant Replacement). Accordingly we have prepared the following proposal for your review. Our work will include the engineering services to prepare construction plans, specifications and estimates for use in competitive bidding and construction of this project.

Scope of Proposed Services

The scope of our services is based on a review of the special conditions of CDP 3-18-0841 and discussions with you. The scope of this project includes providing a clear and continuous pedestrian access through the site and adjacent to the proposed harbor wall, concurrence from the City of Santa Cruz, native landscaping, coordinated design theme on the walkway surface clearly distinguishable from the public roadway, wayfinding signs, public trash receptacle, bicycle parking, and wooden benches at the end of the public pier. Based on this information, we intend to provide the following services:

Phase One - Design Development (50%)

1. Participate in correspondence with you and members of the design team as may be required to accomplish the tasks identified during this phase.
2. Prepare and deliver PDF copy of the 50% Plans, Specifications and Estimate (PS&E) illustrating the selected solution.
 - a) Plans will include:
 - i) Site layout plan showing relationship of major elements, to scale
 - ii) Key details
3. Meeting - Attendance at a meeting with the District to present the 50% plans.
4. Provide the administrative support necessary for us to perform these services.



Phase Two - Construction Documents (90%)

1. Attend a meeting, participate in telecons and otherwise coordinate with the District and members of the design team to review and discuss your comments on the 50% design drawings and as may be required to accomplish the tasks identified during this phase.
2. Prepare and deliver final 90% PS&E. Drawings will be submitted at a 90% level for review and comment by the District and the design team. Additional drawings to be furnished will include:
 - i) Site grading plan with prelim cut and fill volumes
 - ii) Access walkway details
 - iii) Wayfinding, trash, bicycle rack and bench details
 - iv) Specifications as notes on the plans
 - v) Construction cost estimate
3. Meeting - attendance at a meeting with the District to present the 90% plans.
4. Submit the 90% Plans to the City for encroachment permit review.
5. Provide the administrative support necessary for us to perform these services.

Phase Three – Construction Documents (100%)

1. Attend a meeting, participate in telecons and otherwise coordinate with the District and members of the design team to review and discuss comments on the 90% design drawings and as may be required to accomplish the tasks identified during this phase.
2. Respond to Comments – prepare and deliver a written response to comments on the 90% design documents.
3. Prepare and deliver final 100% PS&E sufficiently detailed for competitive bidding and for guidance of a qualified, experienced contractor during construction of the proposed improvements. Additional drawings to be furnished will include:
 - i) Construction Staging Area
 - ii) BMPs
4. Resubmit the 100% Plans to the City.
5. Provide the Plans to you for submittal to the Coastal Commission.
6. Provide the administrative support necessary for us to perform these services.



Additional Services

Additional Services are those items which are not specifically mentioned under the scope of proposed Design Phase services outlined above and/or those items which arise as a result of unforeseen circumstances during the design or construction phases of the project. Any Additional Services and compensation shall be authorized by the Client in advance and in writing or acknowledged and confirmed by email.

The following is a partial list of work excluded from this scope of services: Land Surveying, Existing Underground Utility Location, Geotechnical Engineering, Environmental Assessments or Permits, Hazardous Materials Services, Architecture or Waterproofing, Landscape Architecture, Mechanical, Electrical or Traffic Engineering, Drainage and Utility Systems, Pumps and Hydromodification Analysis, FEMA studies, Arborists Reports, Tree Protection Plans, Traffic Control Plan, Construction Staging Plans, SWPPP, Signalized Intersections and Crosswalks, Bid Alternates, Value Engineering, Construction Inspection, Front End Specifications, Expedited Schedule and Construction Contracts.

Compensation for Services

Compensation for all services rendered in connection with this project will be based on time and expenses charged in accordance with our Schedule of Standard Billing Rates. Based on information available to us at this time, it is our opinion the estimated cost of our services will be Hourly Not To Exceed \$39,800 plus reimbursable expenses as broken down in the attached Engineering Fee Estimate.

As an optional service we could add a sub-consultant Landscape Architect to provide detailed native landscape planting and irrigation plans as requested in the CDP.

Agreement

If you would like us to proceed with the work, we can utilize our Standard Provisions of Contract or you can send us your standard agreement referencing this document for understanding, scope and fee for review.

We thank you for the opportunity to prepare this proposal. Should you have any questions please call me. We look forward to working together with you.

Respectfully yours,

Dale Hendsbee, S.E.
Principal



Schedule of Standard Billing Rates

Effective through December, 2019

Office Personnel

Engineer I	\$ 113 / hour
Engineer II	\$ 130 / hour
Engineer III	\$ 150 / hour
Engineer IV	\$ 175 / hour
Engineer V	\$ 195 / hour
Principal Engineer	\$ 205 / hour
Expert Witness Services	\$ 340 / hour
Deposition, court appearance and preparation	
Administrative Assistant	\$ 84 / hour
CAD Technician I	\$ 83 / hour
CAD Technician II	\$ 105 / hour
Field Technician I	\$ 100 / hour
Field Technician II	\$ 125 / hour
Minimum Consultation Fee	\$ 750

Reimbursable Expenses

Sub-Consultants	Direct Billing x 1.10
Outside Services	Direct Cost x 1.15
Printing, delivery, equipment rental and other direct project expenses	
In-House Services	
Photocopies	\$ 0.10 sheet
Plotting -internal check plots on bond	\$ 2.00 sheet
-final plots on bond	\$ 10.00 sheet
Travel	
Automobile mileage	\$ 0.58 mile
Airfare, Car Rental, etc.	Direct Cost x 1.15
Per Diem Allowance (varies by location)	\$ 150/day

EXHIBIT 'C'
COASTAL DEVELOPMENT PERMIT ("CDP") 3-18-0841 EXCERPT

Special Condition #2 – Accessway Improvement Plans

Attached.

CDP 3-18-0841 (Santa Cruz Harbor Sheet Pile and Restaurant Replacement)

Issue Date: April 29, 2019

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Standard Conditions

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the Permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the Permittee to bind all future owners and possessors of the subject property to the terms and conditions.

Special Conditions

1. **Approved Project.** This CDP authorizes: (a) demolition of the existing Aldo's Restaurant building and outdoor dining deck, removal of four pilings beneath the public pier, and installation of a new sheet pile harbor wall in front of the existing, failing harbor wall, as specifically described in the proposed harbor wall project plans (titled "Santa Cruz Port District Aldo's Seawall Replacement," prepared by MME, dated June 20, 2018, and dated received in the Commission's Central Coast District Office on August 23, 2018 – see **Exhibit 3**); (b) construction of a new restaurant building and dining deck as specifically described in the proposed restaurant conceptual plans (prepared by Thacher and Thompson Architects, dated March 4, 2019, and dated received in the Commission's Central Coast District Office on March 14, 2019 – see **Exhibit 4**); and (c) public access improvements as described in **Special Conditions 2 and 3**, all as modified by and only if consistent with the terms and conditions of this CDP. Minor adjustments to these approved project parameters that do not require a CDP amendment or a new CDP (as determined by the Executive Director) may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.
2. **Accessway Improvement Plans.** NO LATER THAN THREE MONTHS FOLLOWING COMMENCEMENT OF HARBOR WALL CONSTRUCTION, the Permittee shall submit two full-size sets of Revised Accessway Improvement Plans to the Executive Director for review and written approval. The Revised Accessway Improvement Plans shall be in substantial conformance with the proposed harbor wall project plans (titled "Santa Cruz Port District Aldo's Seawall Replacement,"

CDP 3-18-0841 (Santa Cruz Harbor Sheet Pile and Restaurant Replacement)

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prepared by MME, dated June 20, 2018, and dated received in the Commission's Central Coast District Office on August 23, 2018 – see **Exhibit 3**) and the proposed restaurant conceptual plans (prepared by Thacher and Thompson Architects, dated March 4, 2019, and dated received in the Commission's Central Coast District Office on March 14, 2019 – see **Exhibit 4**) except that they shall be revised and supplemented to comply with the following requirements:

- a. **Accessway Improvements.** The Permittee shall improve the area between the Atlantic Avenue end of the pedestrian walkway to the Lower Harbor parking area (located on the inland/north side of the Atlantic Avenue street end) and the southern/seaward limit of the new public access deck (seaward of the restaurant) where it intersects the West Jetty accessway in order to provide clear and continuous pedestrian access in this area, including adjacent to the proposed harbor wall, in a manner designed to maximize public use and enjoyment, as well as to maximize coastal resource protection, including in terms of the public viewshed associated with this area. All such improvements that are located within the City of Santa Cruz's right-of-way associated with the Atlantic Avenue street end (including but not limited to potential reconfiguration of parking in this area to enhance the area as described above) shall include evidence of consultation with and concurrence from the City. The Permittee shall remove non-essential fixtures and screen essential fixtures in this area (e.g., the concrete pad on the west side of the West Jetty accessway at the foot of the bluff, etc.), and shall include native landscaping designed to help identify the accessway area and to soften its harder edges (and also consistent with all landscaping requirements identified in **Special Condition 3(k)**). The Permittee's proposal shall also include improvement of the walkway along this entire length of this area to as wide as possible, with a coordinated design theme on the walkway ground surface (e.g., distinctive pavers, upgraded pavement, sidewalk stencils, etc.), including so that this pedestrian area is continuous, inviting, and clearly distinguishable from the public roadway.
- b. **Public Access and Wayfinding Signs.** The Permittee shall identify all signs and any other project elements that will be used to provide wayfinding assistance to the public or to otherwise identify public access areas. Sign details showing the location, materials, design, and text of all public wayfinding and access signs shall be provided. Public access signs for the West Jetty accessway shall be placed on the southwest side of the restaurant and at the Atlantic Avenue street end. The signs shall be designed so as to provide clear information without impacting public views and site character. All directional signs shall include the Commission's access program "feet" logo and the California Coastal Trail emblem.
- c. **Public Trash Receptacle.** The Permittee shall install and maintain at least one public trash bin and at least one public recycling bin along the West Jetty accessway.
- d. **Bicycle Parking.** A bicycle parking rack for at least 6 bicycles shall be placed in the project vicinity in a location designed to maximize its public utility but where its use by cyclists does not physically or visually obstruct the West Jetty accessway or other public access, or degrade public

CDP 3-18-0841 (Santa Cruz Harbor Sheet Pile and Restaurant Replacement)

Issue Date: April 29, 2019

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views otherwise.

- e. **Public Pier.** The public pier at the foot of the Atlantic Avenue street end shall be reopened to full public use, and the Permittee shall install and maintain three six-foot-long wooden benches for public use at the seaward end of the pier.
- f. **Improvements Installed.** All accessway improvements in the approved Revised Accessway Improvement Plans shall be constructed and available for public use as soon as possible but in no event later than Memorial Day of 2021 (i.e., May 31, 2021).

The Revised Accessway Improvement Plans shall be submitted with evidence of review and approval by the City of Santa Cruz. All requirements above and all requirements of the approved Revised Accessway Improvement Plans shall be enforceable components of this CDP. The Permittee shall undertake development in accordance with the approved Revised Accessway Improvement Plans. Minor adjustments to the above parameters that do not require a CDP amendment or a new CDP (as determined by the Executive Director) may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.

- 3. **Restaurant Plans.** AT LEAST SIX MONTHS PRIOR TO COMMENCEMENT OF RESTAURANT CONSTRUCTION, the Permittee shall submit two full-size sets of Final Restaurant Project Plans to the Executive Director for review and written approval. The Final Restaurant Project Plans shall be in substantial conformance with the proposed restaurant conceptual plans (prepared by Thacher and Thompson Architects, dated March 4, 2019, and dated received in the Commission's Central Coast District Office on March 14, 2019 – see Exhibit 4) except that they shall be revised and supplemented to comply with the following requirements:

- a. **Restaurant Footprint.** The restaurant footprint shall not exceed the footprint of the former Aldo's Restaurant, except to provide for the construction of wheelchair-accessible public restrooms that shall be accessible from the exterior of the restaurant structure and open to the public during restaurant business hours. Footprint expansion to accommodate public restrooms shall not encroach upon the accessway on the west side of the restaurant structure (see **Special Condition 2**) and shall be sited and designed to maximize their utility relative to the perimeter public access deck (see below). The restaurant may have a second story provided such second story does not result in significant adverse public view impacts, and provided that it does not exceed 35 feet in overall height at the maximum, including utilities and appurtenances.
- b. **Restaurant Dining Deck.** The restaurant dining deck may be expanded over the water to the east and to the south of the former dining deck area provided that (i) the pilings supporting such dining deck and the required perimeter public access deck (see below) do not extend to within twelve feet of the western (inland) edge of the existing floating dock; (ii) the pilings and the



TO: Port Commission

FROM: Marian Olin, Port Director

DATE: July 17, 2019

SUBJECT: Award of Contract for Aldo's Seawall Replacement Project – Geotechnical Construction Monitoring Services (NTE \$71,043)

Recommendation: *Authorize the Port Director to execute a contract with Haro, Kasunich and Associates, Inc., for Geotechnical Construction Monitoring Services for the Aldo's Seawall Replacement Project in an amount not-to-exceed \$71,043.*

BACKGROUND

Geotechnical construction monitoring services are required for the Aldo's Seawall Replacement project to comply with plans, specifications and regulatory permits.

ANALYSIS

Haro, Kasunich and Associates, Inc. ("HKA") has provided a proposal to provide construction monitoring services. The Agreement and Proposal are appended as Attachment A. The scope of services is based on the construction schedule prepared by Granite Construction, Inc. Moses Cuprill of HKA has indicated that the proposal is an outside estimate of total costs based on Granite's schedule. If construction is proceeding well, it is HKA's intention to utilize lower cost field technicians to perform the bulk of monitoring, which may lower overall costs. Because HKA expects to deliver services underbudget, no contingency allowance is proposed.

HKA has involvement in the seawall project as a subcontractor for Mesiti-Miller Engineering.

Staff recommends award of the NTE \$71,043 contract to HKA.

IMPACT ON PORT DISTRICT RESOURCES

Monitoring and inspection services were anticipated in MME's original cost estimate for the seawall replacement project. The Port District has adequate contingency funding allocated to the Aldo's Seawall Replacement Project to fund this contract.

ATTACHMENTS: A. Agreement Between Santa Cruz Port District and Haro, Kasunich and Associates, Inc. for Geotechnical Construction Monitoring Services

**SANTA CRUZ PORT DISTRICT
AGREEMENT WITH INDEPENDENT CONTRACTOR**

No. C19-

Contractor:

Har, Kasunich and Associates, Inc
116 East Lake Avenue
Watsonville, CA 95076

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Santa Cruz Port District
Attention: Marian Olin
135 5th Avenue
Santa Cruz, CA 95062
(831) 475-6161

Project Name:

***Seawall Replacement Project at Aldo's Restaurant
Geotechnical Construction Monitoring Services***

It is agreed between the Santa Cruz Port District, Santa Cruz, California, and Contractor as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for Port District in accordance with terms, conditions and specifications set forth herein and in Exhibits A and B attached hereto for the Santa Cruz Port District.

2. Contract Term. The term of this agreement shall be from July 24, 2019, to December 31, 2019, unless terminated earlier by the Port District.

3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A." Port District shall make payment to Contractor in the manner specified herein. In the event that the Port District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Port District at the time of contract termination. The Port District reserves the right to withhold payment if the Port District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed **\$71,043, including reimbursable expenses.**

4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the Port District and that Contractor acquires none of the rights, privileges, powers or advantages of Port District employees.

5. Insurance and Indemnity. Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than One Million Dollars (\$1,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence in respect to damage to property. Port District shall be named as an additional insured on Contractor's insurance policy Contractor shall provide Port District with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage. To the full extent permitted by law Contractor agrees to defend, indemnify and hold Port District, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.

6. Non-assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Port District, and any attempted assignment

without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. Termination of Agreement. The Port District may, at any time, terminate this Agreement, in whole or in part, for the convenience of Port District, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Port District and shall be promptly delivered to the Port District. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. General Prevailing Wage Rates. The Port Commission has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing wages of applicable thereto is on file in the Office of Port Director.

9. Workers' Compensation Insurance. Contractor agrees and understands that the Port District does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

10. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

11. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

12. Retention of Records. Contractor shall maintain all required records for three years after the Port District makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the Port District, a federal agency, and the state of California.

13. Merger Clause. This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Port District. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

Marian Olin, Port Director

Date

Contractor's Signature

Date

Contractor's Tax I.D. Number or Social Security Number

Attachments: Exhibit A – Scope of Work & Payment Schedule
 Exhibit B – Haro, Kasunich and Associates, Inc. Proposal dated July 17, 2019

EXHIBIT 'A'
SCOPE OF WORK & PAYMENT SCHEDULE

Scope of Work

Scope

The scope of services is as outlined in Exhibit B, Proposal Agreement for Geotechnical Construction Monitoring Services dated July 17, 2019, by Haro, Kasunich and Associates, Inc.

Payment Schedule

Compensation for all services rendered in connection with this project will be based on time and materials basis, and charged in accordance with Haro, Kasunich and Associates standard billing rates and prevailing wage rates as applicable to this work.

Total compensation for services rendered, including reimbursable expenses shall not exceed \$71,043.

Any additional services rendered require advance review and approval by Santa Cruz Port District.

Payments shall be remitted to:

Haro, Kasunich and Associates, Inc.
116 East Lake Avenue
Watsonville, Ca 95076

EXHIBIT 'B'
PROPOSAL BY HARO, KASUNICH AND ASSOCIATES, INC.

Haro, Kasunich and Associates, Inc., proposal dated July 17, 2019, is attached.

P-10772.1
17 July 2019

SANTA CRUZ PORT DISTRICT
135 Fifth Avenue
Santa Cruz, CA 95062
(831) 475-6161

Attention: Ms. Marian Olin, Port Director

Subject: Proposal Agreement For Geotechnical Construction Monitoring Services

Reference: Aldo's Seawall Replacement
Steel Sheet Pile Wall System
Santa Cruz Port District
135 5th Ave, Santa Cruz, CA

Dear Ms. Olin:

Haro Kasunich and Associates, Inc. (HKA) is pleased to submit this proposal to perform documentation of production pile driving for the replacement Aldo's sheet pile seawall located at 616 Atlantic Avenue.

The structure will be constructed of 45-pile PZ 40 sheet pile wall. According to the geotechnical investigation carried out by HKA in 2017, very dense sandstone bedrock (Purisima Formation) will be encountered at depths between 12ft and 20ft below ground surface, depending on location on site. Piles should have bedrock embedment of varying elevation depending on location on site, and pile lengths will initially be assumed to be 43ft.

A project construction schedule was provided to HKA by Granite Construction Company titled "Aldo's Seawall Replacement Project" (see Appendix 1). HKA estimated our construction monitoring costs based on this schedule. The schedule specifies a 15-day period for pre-drilling and driving sheet piles, under schedule ID 24. An HKA representative should be on-site for the entirety of this working period to perform construction observation.

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HKA notes that only 3 sheet piles (three pairs) can be driven per day due to underwater sound intensity concerns with respect to local fish and mammal species.

Other necessary HKA monitoring and testing of construction activities include sheet pile wall rock backfill (Schedule ID 26), sinkhole remediation (Schedule ID 34), tie-back drilling and installation (Schedule ID 29), replacing existing rip rap (Schedule ID 35), drainage system installation (Schedule ID 36), compaction and paving of stabilized area (Schedule ID 37) and tie-back bearing plate install, testing, and lock off (Schedule ID 32). See Scope of Services section for further details.

SCOPE OF SERVICES

We propose the following scope of services and associated cost estimate:

- 1- Review of pile installation plan, driving criteria according to standard and code prior to arrival at the project site.
- 2- Geotechnical and coastal engineering consultation services
 - 2-1- Consultation during bid process
 - 2-2- Response to RFIs
 - 2-3- In-house working meetings with staff for trouble shooting development of geotechnical resolutions
 - 2-4- Meetings, telephone conferences, email work with contractor, client, other project consultants
 - 2-5- Project administration and workplan development
 - 2-6- Review of documents provided by others, not covered in item number 1
- 3- Documentation of pile driving equipment during operation depends on which kind of driving equipment is used (such as drop hammer, single acting or double acting air/steam hammer, single or double acting diesel hammer, hydraulic hammer, and vibratory hammer). Different types of documentation will be conducted to check the operating characteristics. If drop hammer is going to drive the project piles, the following should be provided by the contractor and confirmed on-site by HKA staff:
 - 3-1- Type and size of the pile hammer, minimum and maximum energy ratings
 - 3-2- Type, size, and thickness of hammer cushion

- 3-3- Check that the helmet (drive cap) and pile fit together
- 3-4- Pile cushion material and thickness
- 3-5- If any other equipment such as predrilling, jetting, spudding equipment, or a leading system are used, they must conform to respective requirements.

- 4- Schedule ID 24: Observation during production pile driving, and preparation of driving records including...
 - 4-1- Check the pile specifications such as type, size, length, and strength
 - 4-2- Check pile installation location
 - 4-3- Check the hammer cushion type and thickness
 - 4-4- Check if the pile driving is meeting the driving criteria expected
 - 4-5- Check that the pile is cut off at the correct elevation
 - 4-6- Check for any indication of pile heave
 - 4-7- Observe and record if pile has any unusual driving condition and therefore potential problems
 - 4-8- Observe and record any pile damage during driving
 - 4-9- Provide the pile driving records
 - 4-10- Provide documentation report for pile driving

- 5- Schedule ID 26: Sheet pile wall rock backfill (between old and new wall) observation and documentation including...
 - 5-1- Photographing and observation of rock placement

- 6- Schedule ID 34: Sinkhole remediation observation and documentation including...
 - 6-1- Full-time observation and documentation during reaming of cavity
 - 6-2- Full time observation and documentation during placement of controlled density fill (CDF), confirming volume of CDF placement compared to estimated volume of reamed out cavity

- 7- Schedule ID 29: Tie-back drilling and installation observation and documentation including...
 - 7-1- Monitoring during tie-back install
 - 7-2- Record keeping of length, angle, and approximation of soil volume removed during installation and comparison to design shaft volume

- 8- Schedule ID 35: Replace existing rip rap observation and documentation including...
 - 8-1- Monitoring services to include confirmation of geotextile placement
 - 8-2- Observation of re-stacking of rip rap
 - 8-3- Confirmation of placed rip rap slope gradient
 - 8-4- Documentation of approximate size and location of re-stacked rip rap

- 9- Schedule ID 36: Drainage system installation observation and documentation including...
 - 9-1- Observation of excavations of drainage features
 - 9-2- Observation of drain line
 - 9-3- Observation of gravel

- 10- Schedule ID 37: In-place density testing using a nuclear gauge of drainage features listed under schedule ID 36 and S.E. compacted base area including finished subgrade and aggregate baserock
 - 10-1- Laboratory compaction testing
 - 10-2- Field in-place density testing of trench backfill
 - 10-3- Field in-place density testing finished subgrade
 - 10-4- Field in-place density testing aggregate baserock
 - 10-5- Field in-place density testing of stabilized pad

- 11- Schedule ID 32: Schedule ID 32: Tie-back bearing plate, install, testing and lock-off observation and documentation including...
 - 11-1- Monitoring/documentation of tie-back creep and/or performance testing in accordance with Post Tension Institute (PTI), to be performed by contractor
 - 11-2- Observation and documentation of tie-back lock-off

COST ESTIMATE

In establishing our fees for professional services, we generally use an hourly rate for services rendered. Our hourly rates are based on the scope of services and individuals performing the respective tasks.

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The following hourly breakdown of services reference the project schedule provided by Granite Construction Company titled "Aldo's Seawall Replacement Project":

- 1) Review of pile installation plan, driving criteria according to standard and code prior to arrival at the project site
8 hours at Coastal Engineer rate
- 2) Geotechnical and coastal engineering consultation services during construction
40 hours at Coastal Engineer rate + \$3,127 Lump Sum for workplan development
- 3) Documentation of pile driving equipment
12 hours at Coastal Engineer rate
- 4) Schedule ID 24: Pre-drilling and driving sheet piles
60 hours at Coastal Engineer rate, 60 hours at Senior Engineer rate
- 5) Schedule ID 26: Sheet pile wall rock backfill
8 hours at Field Tech rate, 8 hours at Senior Engineer rate
- 6) Schedule ID 34: Sinkhole remediation
12 hours at Field Tech rate, 12 hours at Senior Engineer rate
- 7) Schedule ID 29: Tie-back drilling and installation
40 hours at Coastal Engineer rate, 40 hours at Senior Engineer rate
- 8) Schedule ID 35: Replace existing rip rap
16 hours at Coastal Engineer rate
- 9) Schedule ID 36: Drainage system installation
4 hours at Field Tech rate, 4 hours at Senior Engineer rate
- 10) Schedule ID 37: Compaction and paving of stabilized area
8 hours at Field Tech rate

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11) Schedule ID 32: Tie-back bearing plate install, testing, and lock off
40 hours at Senior Engineer rate

Employee	Total Time	Rate	Total Fee
Coastal Engineer	176 hours	\$205/hour	\$36,080
Senior Engineer	164 hours	\$175/hour	\$28,700
Field Technician	32 hours	\$98/hour	\$3,136
Lump Sum			\$3,127
Total			\$71,043

Sheet Pile Driving Documentation and Construction Total Estimate: \$71,043

ADDITIONAL SERVICES

If requested, the following additional services could be provided:

- A. Labor and equipment to perform additional geotechnical studies should the initially collected field data be inconclusive or insufficient to address specific site conditions and/or requirements set by your designers.
- B. Civil and structural plan review from a geotechnical viewpoint.
- C. Consultation meetings and telephone consultation regarding the project not specifically detailed in this proposal are also considered extra services.
- D. Any other items of work not specifically mentioned above.
- E. Extra services will be billed on a “time and material” basis in accordance with our current Fee Schedule (15 June 2019).

OWNER-FURNISHED SERVICES

It is understood that the Owner would furnish the following:

- A. Right of entry.

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- B. All available data, maps, drawings, and reports pertinent to the referenced site.
- C. Location of all underground utilities.

TERMS AND CONDITIONS

It is understood that we would be granted free access to the site for all necessary equipment and personnel, and that the Client has notified any and all possessors of the project site, whether they be lawfully or unlawfully in possession.

Services performed by us under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings or tests are made by the Consultant; and that the data, interpretations, and recommendations of the Consultant are based solely on the information available to us.

COMPENSATION FOR SERVICES

Our services will be provided in accordance with the rates and terms shown on our attached Standard Fee Schedule, dated 15 June 2019. Our proposed cost to perform the outlined Scope of Services for the geotechnical documentation and construction during construction is estimated at \$71,043.00.

Work requested by responsible parties outside the scope of services will be billed as "extras" on time-and-expense basis under purview of this proposal unless another proposal is specifically requested. Moreover, additional charges can be incurred should the scope of services be altered or unforeseen circumstances arise during the study. Should unforeseen circumstances arise, they will be brought to your attention for action.

The Agreement

This AGREEMENT is made by and between HARO, KASUNICH AND ASSOCIATES, INC., hereinafter referred to as ENGINEER, and SANTA CRUZ PORT DISTRICT, hereinafter referred to as CLIENT.

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The **AGREEMENT** between the parties consists of these **TERMS**, and any exhibits or attachments noted in the **PROPOSAL**. Together these elements will constitute the entire **AGREEMENT**, superseding any and all prior negotiations, correspondence, or agreements, either written or oral. Any changes to this **AGREEMENT** must be mutually agreed to in writing.

Billing and Payment

CLIENT will pay **ENGINEER** in accordance with the Schedule of Fees and other equipment charges, as shown in the **PROPOSAL** and its attachments. Invoices will be submitted to **CLIENT** by **ENGINEER**, and will be due and payable upon presentation. If **CLIENT** objects to all or any portion of any invoice, **CLIENT** will so notify **ENGINEER** in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. **CLIENT** will pay an additional charge of 1½ (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, accepting any portion of the invoice amount in dispute and resolved in favor of **CLIENT**. Payment thereafter will first be applied to accrued interest and then to the principle unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by **CLIENT** to **ENGINEER** per **ENGINEER's** current fee schedules. In the event **CLIENT** fails to pay **ENGINEER** within sixty (60) days after invoices are rendered, **CLIENT** agrees that **ENGINEER** will have the right to consider the failure to pay the **ENGINEER's** invoice as a breach of this **AGREEMENT**.

Termination

This **AGREEMENT** may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this **AGREEMENT** or in the event of substantial failure of performance by the other party, or if the **CLIENT** suspends the work for more than three (3) months. This **AGREEMENT** may also be terminated if **CLIENT** suspends work for a period of less than three (3) months if the right to so terminate is specified in the **PROPOSAL**.

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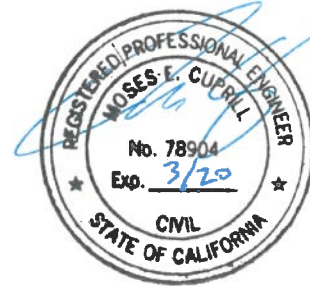
In the event of termination, **ENGINEER** will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analysis, records and reports necessary to document job status at the time of termination.

We appreciate this opportunity to be of service on this project and look forward to doing business with you.

Respectfully submitted,

HARO, KASUNICH & ASSOCIATES, INC.

Moses E. Cuprill, P.E.
C.E. 78904



BD/mc
Attachment:
Copies:

Construction Schedule Prepared By Granite Construction
PDF to Dale Hendsbee and Marian Olin

Appendix 1: Project schedule provided by Granite Construction Company titled “Aldo’s Seawall Replacement Project”. Schedule items requiring HKA construction observation are highlighted.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
24	→	Sheet Piling - Pre-Drill & Drive Sheet Piling	15 days	Tue 7/23/19	Mon 8/12/19	23,9,4	
25	→	Sheet Piling - DeMob Equipmer	1 day	Tue 8/13/19	Tue 8/13/19	24	
26	→	Sheet Piling - Rock Backfill between new & old Sheet Pile Walls	2 days	Wed 8/14/19	Thu 8/15/19	25	
27	→	Pile Cap Soffit - Support Bracket & Soffit Shutter Panel Install to provide access for Tie-Back Sub (Avar)	5 days	Fri 8/16/19	Thu 8/22/19	26,8,20	
28	→	Demo hole thru exist'g Sheet Piling for Tie-Back Drilling	2 days	Fri 8/23/19	Mon 8/26/19	27	
34	→	SinkHole Remediation - Excavate & Backfill w/CDF	3 days	Tue 8/27/19	Thu 8/29/19	28	
29	→	Tie-Back Sub (Avar) Drill & Install Tie-Back	10 days	Fri 8/30/19	Thu 9/12/19	28,34	
30	→	Conc. Pile Cap - Edge Form / Rebar / Pour	5 days	Fri 9/13/19	Thu 9/19/19	29	
35	→	Replace Exist'g Rock Rip Rap from Stockpile	2 days	Fri 9/13/19	Mon 9/16/19	34,29	
36	→	Catch Basin (U-23) & 12" HDPE Pipe / Extend Storm Drain Pipe - Install New Drainage System	2 days	Tue 9/17/19	Wed 9/18/19	35	
37	→	Stabilized Area / New Catch Basin / S.E. Compacted Base Area - Re-Grade to Subgrade / Class II Base Install & AC Pave	2 days	Thu 9/19/19	Fri 9/20/19	36	
31	→	Conc. Pile Cap - Form Cure / Str	8 days	Fri 9/20/19	Tue 10/1/19	30	
38	→	Aluminum Gangway - Install Attachment Channel & Re-Install Gangway	2 days	Mon 9/23/19	Tue 9/24/19	37	
39	→	Metal Railing - R & R Exist'g Metal Railing	3 days	Wed 9/25/19	Fri 9/27/19	38	
32	→	Tie-Back Sub (Avar) Bearing Plate Install / Test / Lock-Off / Corrosion Cap Install	5 days	Wed 10/2/19	Tue 10/8/19	31	
40	→	C/L Fencing Sub (AAA Fence) Install	2 days	Mon 9/30/19	Tue 10/1/19	39	
41	→	Permanent Landscape Planting (Sub) Install	4 days	Wed 10/2/19	Mon 10/7/19	40	
33	→	Pile Cap Soffit - Support Bracket & Soffit Shutter Panel Strip & Remove Shutter From & Support Bracket	3 days	Wed 10/9/19	Fri 10/11/19	32	
42	→	Final Cleanup & Job Completion	2 days	Mon 10/14/19	Tue 10/15/19	41,33	

FEE SCHEDULE
15 June 2019

The following schedule presents the rates for professional services and laboratory tests. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Hours for professional and technical services are charged portal-to-portal from our office. Services during construction such as testing and observation of grading require both professional and technical services. Depending on the scope and duration of the construction project, budgets can be estimated. Minimum fee for any project is \$950.00.

PROFESSIONAL SERVICES

Principal Consultant	\$250.00 per hour
Principal Engineer	\$205.00 per hour
Coastal Engineer	\$205.00 per hour
Coastal Engineering Geologist	\$195.00 per hour
Senior Engineer	\$175.00 per hour
Staff Engineer	\$140.00 per hour
CAD Technician/Designer	\$108.00 per hour
Computer Technician/Engineer Assistant	\$ 98.00 per hour

Expert Witness Fees including Preparation, Consultation, Arbitration, Deposition, Hearings and Court Appearance, including travel time to and from will be billed at one and half (1.5) times the hourly rates indicated above.

Consultation meetings and telephone consultation will be billed at the hourly rate indicated.

ENGINEER OVERTIME RATES

Principal Engineer, Engineering Geologist, Senior Engineer, Staff Engineer
(In excess of 8 hours day and Saturdays, 1.4 times the stated rate)

Principal Engineer, Engineering Geologist, Senior Engineer, Staff Engineer
(Sundays and Company Holidays, 1.8 times the stated rate)

PERSONNEL CHARGES

Technical Assistant	\$ 70.00 per hour
Clerical Administration	\$ 45.00 per hour
Field Technician	\$ 98.00 per hour
Prevailing Wage Field Technician (PWT) (Subject to DIR)	\$130.00 per hour

TECHNICIAN OVERTIME HOURLY WAGES

Weekdays (in excess of 8 hours/day 1.5 times)	\$147.00 per hour
Saturdays (initial 8 hours - 1.5 times)	\$147.00 per hour
Saturdays (in excess of 8 hours - 2.0 times)	\$196.00 per hour
Sundays and Holidays (2.0 times)	\$196.00 per hour

- Field services are billed portal-to-portal in accordance with the following minimum charges:
2 hours minimum charge for inspections, sampling, testing operations or show-up time;
- Per diem will be billed cost plus 20% but not less than \$100.00/day per person.

OUTSIDE CONSULTANTS/CONTRACTORS

Outside Consultants and Contractors fees and costs are subject to a mark up for handling, administration, coordination and management up to 10%.

MILEAGE AND INCIDENTAL EXPENSES

Auto Mileage	\$ 0.58/mile
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Incidental expenses, such as consultant's fee, special services, equipment rental, aerial photographs, out-of-town travel, etc., are reimbursable at cost plus 15%.

DRILLING AND SAMPLING

Drilling rig, crawler or truck mounted with crew and engineer supervision basic rates:

Mobilization	\$410.00 - \$425.00 per hour
Straight Time (This includes portal to portal, yard prep, de-prep and tooling)	\$410.00 - \$425.00 per hour
Overtime	\$475.00 - \$500.00 per hour
Double Time (Holidays and Sundays)	On Request Cost Plus 15%
Prevailing Wage Drilling	\$490.00 per hour
Overtime	\$565.00 per hour

Portable Drill Rigs

Stated Rate plus an additional \$65.00/hour for additional crew member.
Overtime Rate in excess of 8 hours = \$90.00 per hour for additional crew member.

Above charges are subject to change dependent upon engaged Drilling Company.

For portable rigs, crawler-mounted or rotary-wash type drilling rigs, and support equipment the rate is cost plus 15%. Drilling is charged at 5 hours minimum. Time is charged portal-to-portal from yard of engaged Drilling Contractor. Casing, Shelby Tubes and any special sampling or subcontract equipment and related support services will be charged at cost plus 15%.

FIELD TESTS

Plate bearing load, pile load and vane shear tests; piezometer and slope indicator installations; and other special tests will be charged at standard engineering and personnel rates plus cost of and including 15% surcharge for special equipment/personnel.

LABORATORY TESTS

Sample Preparation, per hour	\$ 85.00
Sieve Analysis, pit run with 200 wash, ASTM D-422, per test	\$140.00
Percent Passing #200 Sieve (wash)	\$ 90.00
Short Hydrometer Analysis (without Sp. Gr.) ASTM D-422	\$200.00
Specific Gravity (Sand and Gravel) ASTM D-854	\$100.00
Moisture Determination, ASTM D-2216	\$ 20.00
Unit Weight	\$ 40.00
Sand Equivalent	\$150.00
Atterberg Limits:	
a. Plasticity Index, ASTM D-4318 Wet	\$250.00
b. Plasticity Index, ASTM D-4318 Dry	\$210.00
Unconfined Compression, ASTM D-2166	\$100.00
Swell Test Shrink-Swell & Expansion Pressure	\$350.00
Direct Shear, per point ASTM D3080	\$150.00
Residual Direct Shear (Modified ASTM)	\$Quote
CU Modified ASTM per point	\$110.00
Consolidation full curve	\$450.00
R-Value	\$Quote
R-Value, Cement, Lime or other additives	\$Quote
Compaction Curve	
a. Modified, 4" mold, ASTM D-1557	\$275.00
b. Modified, 6" mold, ASTM D-1557	\$330.00
c. Impact, California State Highway	\$330.00
d. 1 Point Verification	\$135.00
Soil Corrosivity Tests (PH, Resistivity, Soluble Chloride & Sulfate)	\$230.00
Triaxial, permeability and other special tests at hourly rates or as quoted.	

Notes: Consultation meetings will be billed at the hourly rates indicated. Field services are billed portal-to-portal with a 2-hour minimum charge. Hourly rates shown are for ordinary engineering services and include all payroll, office overhead, taxes, supplies and insurance. Higher rates are applicable for extra services such as special certifications and projects which require professional liability insurance, etc. Invoices will be prepared at the completion of work or at monthly intervals and are payable upon presentation. Invoices 30 days past due will be assessed a service charge of 1.5% per month.

Note: In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of the agreement, a percentage increase shall be applied to all remaining compensation.

This Fee Schedule is subject to change without notification.



TO: Port Commission

FROM: Marian Olin, Port Director

DATE: July 18, 2019

SUBJECT: Award of Contract to Scheidt & Bachmann for Concession Lot Parking Access and Revenue Control System (NTE \$179,200)

Recommendation: *Authorize the Port Director to execute the contract documents with Scheidt & Bachmann; authorize a not-to-exceed amount of \$179,200 for the construction budget including a contingency of approximately 10%; authorize funding from the Capital Improvement Plan Concession Lot Automation Project (OP02).*

BACKGROUND

In FY17, \$150,000 was allocated to the Capital Improvement Program (CIP) for the Concession Lot Automation Project. The project was recommended in the Santa Cruz Harbor Parking Management Plan prepared by Watry Design, Inc. and accepted by the Port Commission in January 2016. The report described the basic project as upgrading the revenue control equipment and gates, with payment made primarily at a pay-on-foot machine prior to exiting the lot.

In January 2019, the Commission reviewed the Concession Lot Automation Project and authorized staff to issue a Request for Proposals, revising the project description to include a mix of self-pay and attendant-pay options.

The FY20 budget allocated additional funding to the project to cover the anticipated cost of equipment, construction and consultant services. Watry Design was retained to develop the Request for Proposals, and assist with analyzing the bids.

Though funding for the project is from the Concession Lot Automation Project, it is now more aptly referred to as the Concession Lot Parking Access and Revenue Control System (PARCS). The project will involve installation of two disability-compliant pay stations, entry and exit terminals, automatic vehicle control gates and loop detectors, a cashier point of sale system with display and receipt printer, and other necessary equipment and services including software, hardware, programming, testing, training and commissioning.

A stakeholder meeting with landside concessionaires was held on May 16, 2019. Watry Design attended the meeting to discuss details of the project and the proposed locations for the two pay-on-foot machines. As a result of that meeting, valuable input was received and the location for on pay-on-foot machine was adjusted based on the discussion.

ANALYSIS

Two bids were received for the project.

Amano McGann	\$ 200,180.13
Scheidt & Bachmann	\$ 162,901.81

Scheidt & Bachmann submitted the lowest, complete bid. Taylor Kim of Watry Design has reviewed the submitted bids and recommends contract award to Scheidt & Bachmann. She confirms that both firms produce high-end parking control equipment, and that the equipment produced by both firms is comparable. Ms. Kim has experience working with Scheidt & Bachmann, and has no reservations about the firm's ability to perform as expected. At this writing, Ms. Kim is checking references. Recent references include the Port of Portland, the Santa Cruz Beach Boardwalk and the City of Oakland.

The PARCS equipment is from Scheidt & Bachmann's ("S&B") Entervo line of products. S&B guarantees all parts, materials and workmanship during the warranty period (24 month standard warranty for labor and parts). S&B will provide quarterly preventative maintenance cycles during the first year warranty and preventative maintenance every other month for year two. Extended warranties are available.

S&B's service center is located in Hayward, CA. Remote and onsite support is available. For onsite support, calls received between Monday to Friday between 8 am and 5 pm will be handled on the next business day. Emergency service is available for any system-wide failure.

IMPACT TO PORT DISTRICT RESOURCES

The total cost of the project with a contingency of approximately 10% is \$179,200. There is adequate funding in the CIP to cover the cost of construction. The CIP project fund balance as of May 31, 2019, is approximately \$228,900.

The parking equipment must be hardwired. Staff is in the process of obtaining a bid for these services. The bid is expected to be within project funding limits, and staff authorization levels for funding.



TO: Port Commission
FROM: Holland Mac Laurie, Administrative Services Manager
DATE: July 17, 2019
SUBJECT: Approval of Records Retention Policy and Schedule

BACKGROUND

Government Code Section 60200 through 60204 authorizes the legislative body of any special district to adopt a records retention policy. The proposed records retention policy (Attachment A), and associated retention schedule (Attachment B), have been developed to outline methods for the utilization, maintenance, retention, preservations, and disposal of Port District records, including electronic, paper, and microfilmed records.

ANALYSIS

The proposed records retention policy outlines the scope and responsibility of District staff, record classification, and the handling and destruction of records. The records retention schedule defines the retention period for each record classification. District counsel has reviewed each document to ensure compliance with current State and Federal regulations.

IMPACT ON PORT DISTRICT RESOURCES

There is no impact on Port District resources as a result of approving the Records Retention Policy and Schedule.

ATTACHMENTS: A. Santa Cruz Port District Records Retention Policy
ATTACHMENTS: B. Santa Cruz Port District Retention Schedule

RECORDS RETENTION POLICY

PURPOSE: To provide guidelines and establish a policy for identifying, receiving, maintaining, retaining, reserving, storing, protecting and disposing of District records.

STATEMENT: The function of the Santa Cruz Port District's records retention policy is to provide staff with the necessary information to efficiently and economically manage District records, as well as to ensure compliance with legal and regulatory requirements. The policy provides the methods for the identification, maintenance, retention, safeguarding and disposal of District records.

1. GENERAL GUIDELINES

1.1 Governing Statute

State and Federal Regulations set forth the rules regarding the disposition of records, including when the District may destroy records, papers, or documents and the procedure for their disposition. Any policy regarding the destruction or retention of records must incorporate these statutes and be approved in a formal action by the Santa Cruz Port District Board of Commissioners.

1.2 Scope

This policy is applicable to all Departments within the District and to all District staff. This policy is intended to conserve District resources, such as space and staff time by maintaining a regular controlled flow of records from creation to archive and/or destruction.

1.3 Definitions

Public Record- Any writing as set forth in California Government Code Section 6252 containing information relating to the conduct of the public's business prepared, owned, used or retained by the District, regardless of physical form or characteristics.

Records Retention Schedule- The document that outlines how long a document must be kept to fulfill legal and operational requirements.

Retention Period- The length of time a record must be retained to fulfill the purpose for which it was created and to satisfy its administrative, fiscal, historical and/or legal function.

Permanent Records- These are records that are vital to the ongoing operation of the District and should be retained indefinitely.

Transition Records- These records are informal communications produced via a computer, posted note or other temporary medium. They are designed to have a limited retention period and as such, are not considered records in and of themselves unless they are saved in relation to another document or project.

Digital Record Images- These are records that have been photographed, microphotographed, or electronically preserved on any medium which does not permit additions, deletions, or changes to the original document in compliance with the minimum standards or guidelines, or both, as recommended by the American National Standards Institute (ANSI) or the Association for Information and Image Management (AIIM).

Active Records- These are records that are kept in the office and referred to on a regular basis.

Inactive Records- These are records transferred to a records center for storage until the expiration of the retention period.

Non-Records- Materials that are not retained in the normal course of business, such as unofficial copies of documents kept only for convenience or reference, working papers, appointment logs, drafts, rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents.

1.4 Responsibility

The Port Director has the overall responsibility for implementing and maintaining the District-wide Records Retention Policy. The Port Director shall ensure that management staff is knowledgeable in identifying, receiving, maintaining, retaining, reserving, storing, protecting and disposing of documents in accordance with this policy.

The Records Retention Schedule shall be reviewed each year, at which time new records will be added if needed.

2. RECORD CLASSIFICATION

2.1 Indefinite Records

A "P" in the "Retention Period" column shall mean that the document is to be retained indefinitely in original form in the District's records. Examples of such records are listed under Paragraph 5.4 of this policy.

2.2 Transitory Messages (E-mail)

Email messages and attachments comparable to hard copy documents that determine policy, procedures, terms and conditions of contracts and other business related functions are considered records and must be retained for the specified retention period outlined in the Retention Schedule.

Routine email messages comparable to telephonic communications are non-records and may be discarded.

3. HANDLING RECORDS FROM INCEPTION TO DESTRUCTION

3.1 Duty of Employees

Each employee of the District has a duty to identify, receive, maintain, retain, reserve, store, protect and dispose of records in accordance with this policy.

3.2 Inventory of Records

A records inventory shall be maintained in each Department by documenting the records received, created, and used by the Department. The records inventory shall include the following information:

- Record Series
- Title, based on the Retention Schedule
- Description
- Location of Records
- Media Type (e.g. paper, microfilm, etc.)
- Years Covered
- Activity Level, which determines whether the record should be stored (i.e. active records should be stored in the office and be readily assessable and inactive records may be stored off-site)
- Document Type (i.e. original or copy)
- Quantity or Volume of Records

3.2 Appraisal of Records

Following the records inventory, the Administrative Services Manager shall appraise the records to determine their reasonable period of usefulness and value to the District. The records appraisal will:

- Establish reasonable retention periods;
- Identify vital and/or confidential records that are permanent and may not be destroyed or disposed of;
- Identify records that can be destroyed immediately;
- Identify records that should be transferred to low cost storage;
- Identify records with historic and/or research value; and
- Determine the method of disposition.

4. RETENTION OF RECORDS

4.1 Digital Record Images

The District is not required to photograph, reproduce, microfilm, or make a copy of any record that is destroyed in accordance with this policy.

5. DESTRUCTION POLICY

5.1 Records without a Retention Period

All records not identified in the Records Retention Schedule shall be retained in original form in the District's office or at offsite storage for at least 2 years.

Except where a longer retention period is required, after two years, the District, may destroy or dispose of any original document without retaining a record or copy of these documents.

5.2 Duplicate Records

Duplicate records, papers and documents may be destroyed at any time without copying to photographic or electronic data.

5.3 Destroying Records

Records that have satisfied their legal, fiscal, administrative, and archival requirements must be destroyed. Destruction of any record shall be done by shredding or other effective method. Such destruction of records shall occur periodically at the discretion of the Port Director.

5.4 Records Which may not be Destroyed or Disposed of

Pursuant to Government Code Section 60201(d), the District may not destroy or dispose of any record that is any of the following:

- Any record relating to formation, change of organization, or reorganization of the District.
- An ordinance or resolution adopted by the District. However, an ordinance or resolution that has been repealed or is otherwise invalid or unenforceable may be destroyed or disposed of pursuant to this section five (5) years after it was repealed or became invalid or unenforceable.
- Minutes of any meeting of the District's Board of Commissioners.
- Any record relating to any pending claim or litigation or any settlement or other disposition of litigation within the past two (2) years.
- Any record which is the subject of any pending request made pursuant to the California Public Records Act, whether or not the District maintains that the record is exempt from disclosure, until either the request has been granted or two (2) years have elapsed since the District provided written notice to the requester that the request has been denied.
- Any record relating to any pending construction that the District has not accepted or to which a stop notice claim legally may be presented.
- Any record relating to any non-discharged debt of the District.
- Any record that constitutes an unaccepted bid or proposal, which is less than two (2) years old, for the construction or installation of any building, structure, or other public work.
- Any record which (1) specifies the amount of compensation paid to District employees or officers to independent contractors providing personal or professional services to the District, or (2) relates to expense reimbursement to District officers or employees or the use of District paid credit cards or any travel compensation mechanism. A record under (1) and (2) may be destroyed or disposed of no earlier than seven (7) years after the date of payment to which the record relates.

Santa Cruz Port District Retention Schedule

A = Upon Completion / Termination

C = Creation

FINANCE

		Series	Title and Description	Retention Period
Finance	Accounting	100-120-01	FINANCIAL DATABASE – Financial Management System, Payroll, Accounts Receivable	Permanent
Finance	Accounting	100-120-02	BANK RECORDS – Bank Statements, Reconciliations, Bank Deposits, Petty Cash, Accruals, Check Registers, Void Check Registers, Invoice, Wire Transfers, Electronic Payment Record, Deposit Slips, Bank Correspondence	C + 7 Years
Finance	Accounting	100-120-03	CHECK PAYMENTS – Original check payments deposited via BCD scanner	2 Weeks to 2 Months Maximum
Finance	Accounting	100-120-04	ACCOUNTS PAYABLE – Accounts Payable Invoices, Accounts Payable And Receivable Ledgers, Uncollectable Accounts, Travel And Expense Reports	A + 7 years
Finance	Accounting	100-120-05	GENERAL LEDGER – Subsidiary Records, Ledger Reports	Permanent
Finance	Accounting	100-120-06	GENERAL LEDGER SUPPORT – Support Documentation, Journal Vouchers, Cash Journal Vouchers	4 Years
Finance	Accounting	100-120-07	YEAR END FINANCIAL STATEMENTS & REPORTS – Financial Statements, Comprehensive Annual Financial Statements, State Controller Annual Financial Reports, Audit Publications	Permanent

Santa Cruz Port District Retention Schedule

A = Upon Completion / Termination

C = Creation

FINANCE

		Series	Title and Description	Retention Period
Finance	Accounting	100-120-08	AUDIT, YEAR END FINANCIAL STATEMENTS & REPORTS – Financial Statement Work Papers, Audits, Audit Work Papers, Final Reports	Permanent
Finance	Accounting	100-120-09	PAYROLL – Withholding & Deductions, Allowances, Direct Deposit Applications, Deferred Compensation Records.	10 Years
Finance	Accounting	100-120-10	PAYROLL – Workers’ Compensation Supplemental Pay Authorization, Workers’ Compensation Disability Hour / Adjustment Authorization, Time Sheets, Time Card Adjustments, Garnishment Records	50 Years
Finance	Accounting	100-120-11	INCOME TAX FILES – W-2s, 1099s, W-9s, W-4s	Superseded + 4 Years
Finance	Accounting	100-120-12	BUDGET – Annual Budgets, Including Work Papers	Completion Of Single Audit + 4 Years
Finance	Accounting	100-120-13	GRANTS – Federal Grants, State Grants, Local Grants – Contracts, Reports, Disbursements, Revenue	4 Years Past Final Payment Or Granting Agency’s Retention Requirement, Whichever Is Longer
Finance	Accounting	100-120-14	FIXED ASSET DATABASE	Superseded + 4 Years

Santa Cruz Port District Retention Schedule

A = Upon Completion / Termination

C = Creation

FINANCE

		Series	Title and Description	Retention Period
Finance	Accounting	100-120-15	LOANS – Bank Loan Documents And Records, Bond Documents	Life Of Loan + 10 Years
Finance	Investment	100-120-16	BANKING – Cash Management – Debit And Credit Memos, Daily Cash Reports, Daily Cash Flow Pages	4 years
Finance	Investment	100-120-17	INVESTMENTS – Income Allocation, Reconciliations, Quarterly Reports, Monthly Reports, Weekly Reports, Daily Reports, LHIF Records	4 years
Finance	Investment	100-120-18	SIGNATURE AUTHORIZATIONS For Financial Processes	Superseded + 2 years
Finance	Procurement	100-120-19	PURCHASING DOCUMENTS – Contracts, Purchase Order Files, Quotation Worksheet, RFPs	4 years
Finance	Procurement	100-120-20	CREDIT CARDS – List of Employees With Credit Cards and Authorizations	2 years

A = Upon Completion / Termination
 C = Creation

ADMINISTRATIVE

		Series	Title and Description	Retention Period
Administrative	General	100-110-01	FORMATION OF DISTRICT – Legislative Documents, Land Grants, Easements, Early Documents	PERMANENT
Administrative	General	100-110-02	POLICIES AND PROCEDURES, – Department Policies, Procedures, General Orders, Standards, Guidelines, Forms, Safety Rules & Regulations.	Superseded + 2 years
Administrative	General	100-110-03	PUBLIC RECORDS ACT REQUESTS AND RESPONSES- Includes Original Requests And Responses, Background Documentation, And Tracking Information	2 years after request granted or written notice of denial provided to requester
Administrative	General	100-110-04	RECORDS DESTRUCTION DOCUMENTATION – Records Documenting The Destruction Of Records According To Approved Records Retention Schedules	2 years
Administrative	General	100-110-05	LEGAL OPINIONS / MEMORANDA	2 years + while useful
Administrative	General	100-110-06	FORMAL WRITTEN CORRESPONDENCE – Communications Of A General Nature – Chronological Files, Bulletins, Complaints And Responses	2 years + while useful

A = Upon Completion / Termination

C = Creation

ADMINISTRATIVE

		Series	Title and Description	Retention Period
Administrative	General	100-110-07	PUBLICATIONS – Published By Or For The District And Intended For Public Dissemination, Including Brochures, Flyers, Newsletters, Press Releases, Media Releases, Logos, Banners, Gate Notices	Retain 1 copy PERMANENTLY
Administrative	General	100-110-08	STUDIES / REPORTS, ROUTINE ADMINISTRATIVE – All Studies And Reports Created And Or Commissioned By The District.	5 years minimum, but may be retained longer if useful for reference
Administrative	General	100-110-09	EMERGENCY PREPAREDNESS – Emergency Plans, Evacuation Plans, Phone Trees, And Other Records Relating To Preparation For Possible Emergencies	Superseded + 2 years
Administrative	General	100-110-10	CONTRACTS – Service And Other Contracts, And Any Records (Including Insurance Certificates) Needed To Document Contract Compliance and/or Performance Purchase, Leasing, And Acquisition Contracts, Repair And Maintenance Contracts, Warranty Contracts, Computer Hardware And Software Licenses	A + 10 years
Administrative	General	100-110-11	PROJECTS AND SERVICES – Records Documenting Procurement And Contracting Activities – Request For Proposals, Request For Qualifications, Proposal Evaluation Forms, And Unsuccessful Bids.	4 years
Administrative	Legal	100-110-12	LABOR GRIEVANCES – Labor Arbitration	Closure + 10 years

A = Upon Completion / Termination

C = Creation

ADMINISTRATIVE

		Series	Title and Description	Retention Period
Administrative	Legal	100-110-13	LITIGATION (FILED) – Files Relating To Litigation Involving The District, including Investigations, Pleadings, Correspondence, Research, Invoices, Settlement Agreements	Closure + 10 years
Administrative	Legal	100-110-14	CLAIMS (LITIGATION NOT FILED) – Claims, Threats, Demand Letters Where Litigation Is Not Filed or Case is Settled	7 years after last correspondence or contact with claimant
Administrative	Legal	100-110-15	CASE FILES – Workers’ Compensation	Closure + 5 years
Administrative	Permits	100-140-01	ENVIRONMENTAL AND REGULATORY PERMITS – Permits Required For Operation Of Facilities And Equipment Required By State Or Federal Agencies.	Life of permit + 2 years
Administrative	Port Commission	100-190-01	PORT COMMISSION MEETING PRIMARY RECORDS- Minutes, Ordinances, Resolutions, And Other Records Documenting The Meeting Of The Port Commission, Excluding Drafts and Convenience Copies	PERMANENT
Administrative	Port Commission	100-190-02	PORT COMMISSION COMMITTEE MEETING RECORDS – Minutes And Other Meeting Related Records Of The Port Commission Standing Committees, Excluding Drafts, Convenience Copies, And Documents Covered By Other Retention Schedules	PERMANENT

Santa Cruz Port District Retention Schedule

A = Upon Completion / Termination

C = Creation

ADMINISTRATIVE

		Series	Title and Description	Retention Period
Administrative	Port Commission	100-190-03	PORT COMMISSION MEETING ANCILLARY RECORDS – Supporting Records For Port Commission Meeting Including But Not Limited To Presentations, Notices, Affidavits, Speaker Cards, And Working Files	2 years
Administrative	Port Commission	100-190-04	STATEMENT OF ECONOMIC INTEREST (FORM 700) – Forms Disclosing Financial Income And Assets Of All Individuals Required To File Including But Not Limited To Candidates, Officials, Members Of The Commission, And Designated Employees And Contractors	7 years
Administrative	Port Commission	100-190-05	ELECTION / APPOINTMENT RECORDS – Resolutions (see 100-190-01), Oath of Office, History of Appointment, Candidate Applications	PERMANENT
Administrative	Property Management	100-130-01	TENANT LEASE AGREEMENTS – Lease documents, lease amendments, lease correspondence and back up documentation	A + 15 years
Administrative	Property Management	100-130-02	PROPERTY EASEMENT RECORDS – Easement Records, Property Records and Agreements	PERMANENT

A = Upon Completion / Termination
 C = Creation

HUMAN RESOURCES

		Series	Title and Description	Retention Period
Human Resources	Compensation and Benefits	100-110-16	GENERAL FILES – Employee Handbook, Salary Schedules, Labor Contracts	PERMANENT
Human Resources	Compensation and Benefits	100-110-17	BENEFITS PLANS – Medical, Dental, Vision, Life, Med In-Lieu, Long Term Care	A + 7 years
Human Resources	Compensation and Benefits	100-110-18	BENEFIT TRACKING – Cobra Applications	6 years
Human Resources	Compensation and Benefits	100-110-19	CATASTROPHIC ILLNESS TIME DONATION - Applications, Approvals, Donations, Conversions	2 years
Human Resources	Compensation and Benefits	100-110-20	PERSONNEL BENEFIT FILES – Forms And Certificates (Insurance Enrollment And Cancellation, Proof Of Alternate Coverage, Marriage, Divorce, Dependent Children Affidavit, Etc.)	Term of Employment + 10 years
Human Resources	Compensation and Benefits	100-110-21	CLAIMS, LONG TERM DISABILITY – Long Term Disability	Term of Claim + 30 years

A = Upon Completion / Termination
 C = Creation

HUMAN RESOURCES

		Series	Title and Description	Retention Period
Human Resources	Compensation and Benefits	100-110-22	COMPENSATION & STUDIES – Studies And Related Salary Surveys, Other Related Data And Analysis Documents	5 years
Human Resources	Employment	100-110-24	PERSONNEL FILES (excluding medical records) – Full-Time, Part-Time – Employee Records, Payroll And Compensation Records, Evaluations, Leave Forms, Etc.	Term of Employment + 10 years
Human Resources	Employment	100-110-25	PERSONNEL MEDICAL FILES – Workers’ Compensation, FMLA, ADA, Physicals, Pre-Employment Medical History. <u>Medical Records</u> Must Be Stored Separately In Confidential And Secure Location	Term of Employment + 30 years
Human Resources	Employment	100-110-26	PERSONNEL INJURY & ILLNESS LOGS – OSHA Logs Of Work Related Injuries And Illnesses. Logs, Summaries And Reports Describing Recordable Cases Of Injury And Illness, Including Extent And Severity Of Each Case.	5 years following end of calendar year that the form covers
Human Resources	Employment	100-110-27	PAYROLL SERVICES – Agreements And Contracts With Third Party Payroll Companies	A + 10 years
Human Resources	Recruitment	100-110-28	RECRUITMENT – Records Documenting The Search And Recruitment Of Staff - General Job Applications, Resumes, Employment Advertising	Recruitment completed + 3 years

A = Upon Completion / Termination
 C = Creation

HARBOR PATROL

		Series	Title and Description	Retention Period
Harbor Patrol	General	200-210-01	"HOTWORD" – "HOTWORD" entries and attachments	5 years
Harbor Patrol	Cases	200-210-02	INVESTIGATIONS, NONFATAL ACCIDENTS, NO CRIMINAL PROSECUTION – Traffic Investigations, Nonfatal Accidents, Driving While Under The Influence (DUI), Misdemeanor Hit And Run – No Criminal Prosecution	3 years
Harbor Patrol	Cases	200-210-03	INVESTIGATIONS, NONFATAL ACCIDENTS, CRIMINAL PROSECUTION – Traffic Investigations, Nonfatal Accidents, Driving While Under The Influence (DUI), Misdemeanor Hit And Run – Criminal Prosecution	10 years
Harbor Patrol	Cases	200-210-04	SUBPOENAS	2 years
Harbor Patrol	Evidence	200-210-05	PROPERTY REGISTER LOG – Index Log Of Property Taken And Stored	20 years
Harbor Patrol	Evidence	200-210-06	COURT LIAISON, EVIDENCE – Property Summary Reports	Disposition + 10 years

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HARBOR PATROL

		Series	Title and Description	Retention Period
Harbor Patrol	Incidents	200-210-07	CRIME AND INCIDENT REPORTS (INCLUDING SUPPLEMENTAL REPORTS) – Incident Reports, Traffic Accident Reports, Abandoned Vehicles, Impounded Vehicles, Stolen Vehicles, DUI, Public Intoxication	10 years
Harbor Patrol	Incidents	200-210-08	TRAFFIC AND CRIMINAL COURT CITATION FILES	5 years
Harbor Patrol	Incidents	200-210-09	INTERNAL AFFAIRS COMPLAINTS – Complaints Against Department Members (Sworn And Non-Sworn)	Date Received + 6 years
Harbor Patrol	Incidents	200-210-10	INTERNAL AFFAIRS, NON-MISCONDUCT – Non-Misconduct Concerns (Sworn And Non-Sworn)	Date Initiated + 2 years
Harbor Patrol	Personnel	200-210-11	PERSONNEL BACKGROUND INVESTIGATION RECORDS, NOT HIRED – Materials Documenting The Conduct And Results Of Background Investigations For Candidates Not Hired	7 years
Harbor Patrol	Personnel	200-210-12	RECRUITMENT RECORDS UNSUCCESSFUL APPLICANTS – Documents Relating To Unsuccessful Employment Applications, Sworn And Non-Sworn, Including But Not Limited To Applications, Test Results, And Background Investigation Materials	3 years
Harbor Patrol	Personnel	200-210-13	POLICY AND PROCEDURE FILES – Policies, Procedures, Duty Manuals	PERMANENT

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MARINA MANAGEMENT

		Series	Title and Description	Retention Period
Marina Management	General	200-220-01	SLIP LICENSE AGREEMENTS – Slip License Agreements, Slip Trade Forms, Account Correction Forms, Vessel Utility Check Inventories	A + 7 years
Marina Management	General	200-220-02	DAILY TRANSACTION JOURNALS – Daily Transaction Journals, Daily Receipts, Daily Reconciliation Reports	3 years
Marina Management	General	200-220-03	VIDEO MONITORING TAPES – Marina surveillance	

A = Upon Completion / Termination
 C = Creation

FACILITIES MAINTENANCE

		Series	Title and Description	Retention Period
Facilities Maintenance	General	300-01	WORK ORDERS – Request for Service, Cost sheets, logs	2 years
Facilities Maintenance	General	300-02	FACILITIES – Plans And Drawings, As-Builts, Repair Records	Life of Structure + 2 years
Facilities Maintenance	General	300-03	EQUIPMENT INVENTORY – Inventories, Assignments, Replacement Schedules And Other Records Documenting Management Of Equipment And Vehicles	Superseded + 2 years
Facilities Maintenance	General	300-04	EQUIPMENT MAINTENANCE RECORDS – Records Documenting Maintenance And Repair Services For Equipment And Vehicles	Equipment no longer in use + 2 years
Facilities Maintenance	Fleet and Equipment	300-05	EQUIPMENT (NONVEHICULAR) – Repair Records, Operating Manuals	Life of Equipment + 2 years
Facilities Maintenance	Fleet and Equipment	300-06	EQUIPMENT (NONVEHICULAR) – (Radios, Tools, Cleaning Equipment, Etc.) – Inventories, Replacement Schedules	Superseded + 2 years
Facilities Maintenance	Fleet and Equipment	300-07	VEHICLE / EQUIPMENT – Inspections, Maintenance, Leases, Equipment Certification, Equipment History, Registrations, Vehicle Titles, Specifications	Life of Vehicles + 2 years

A = Upon Completion / Termination

C = Creation

FACILITIES MAINTENANCE

		Series	Title and Description	Retention Period
Facilities Maintenance	Fleet and Equipment	300-08	VEHICLE / EQUIPMENT –Warranties	Life of vehicle/ equipment + 2 years
Facilities Maintenance	Fleet and Equipment	300-09	VEHICLE / EQUIPMENT REPLACEMENT – Replacement Cycle List, Auctions, Request For Change Of Equipment Status	2 years
Facilities Maintenance	Fleet and Equipment	300-10	VEHICLE ACCIDENTS – Reports, Repairs, Damage Assessments	Case Closed + 5 years
Facilities Maintenance	Fleet and Equipment	300-11	FLEET DATABASE (Fleet Database maintained by Administrative Services Manager)	Superseded
Facilities Maintenance	Safety	300-12	MATERIAL SAFETY DATA SHEETS – Written Or Printed Material Concerning A Hazardous Chemical Which Is Prepared In Accordance With OSHA Regulations	30 years
Facilities Maintenance	Safety	300-13	HAZARDOUS MATERIALS SPILL REPORTS – Records Documenting The Required Reporting Of Hazardous Materials Spills To State And Federal Agencies	5 years
Facilities Maintenance	Safety	300-14	HAZMAT CONTAMINATION REMOVAL – Records Regarding Remediation / Removal Of Environmentally Contaminated Or Hazardous Materials	30 years

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FACILITIES MAINTENANCE

		Series	Title and Description	Retention Period
Facilities Maintenance	Safety	300-15	HAZMAT – OTHER – Logs And Other Records Regarding General Compliance With OSHA And Other Environmental Laws	5 years
Facilities Maintenance	Permits	300-16	FACILITY AND EQUIPMENT PERMITS – Permits Required For Operation Of Facilities And Equipment Required By State Or Federal Agencies.	Life of permit + 2 years
Facilities Maintenance	Records	300-17	UNDERGROUND STORAGE TANK ROUTINE MONITORING AND MAINTENANCE RECORDS – Records Documenting Routine Monitoring And Maintenance Of Underground Storage Tanks	3 years

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BOATYARD

		Series	Title and Description	Retention Period
Boatyard	General	500-01	CUSTOMER AGREEMENTS – Customer Agreements, Estimate Worksheets, Account Correction Forms	A + 7 years
Boatyard	General	500-02	DAILY TRANSACTION JOURNALS – Daily Transaction Journals, Daily Receipts, Daily Reconciliation Reports	3 years

Approval of Cash / Payroll Disbursements – June 2019

June disbursements will be presented for approval at the July meeting.

Santa Cruz Port District

Harbormaster's Report

May 2019

Boatyard Report Statistics:

	April	May	June
Haulouts	23	26	24
Hang-in-straps surveys	12	7	17
Haul from water onto trailer	0	0	0
Splash	25	23	26
To/From trailer	1	2	2
Crain Ops	1	0	0
Masts	0	0	0
Trailerred boats (no lift)	0	0	0
Pressure Wash	0	0	1

Boatyard Report Activities:

The boatyard had four emergency haulouts during the month of May.

Squirt was pulled for her annual maintenance and service.

Harbor Activities/Events/News:

The San Francisco Estuary Partnership group came to the harbor and presented information on the Clean Vessel Act Grant Program's new Pumpout Nav app. Pumpout Nav helps boaters find the closest operational pumpout by location, and covers counties in the San Francisco Bay Area, Sacramento Delta, and Southern California. Santa Cruz Harbor is now included on the app and it is anticipated that Monterey Harbor and Moss Landing Harbor will also be included in the near future.

Deputy Harbormaster staff was trained and a new policy was implemented for less lethal launchers. The launchers were deployed last month.

For the second year, Port District staff participated in the annual Northern California Special Olympics Law Enforcement Torch Run on Wednesday, June 12, 2019. Wednesday's leg began at the Watsonville Police Department and ended at the Scotts Valley Fire Department Station 2. More than 3,000 law enforcement and hundreds of personnel from local agencies carry the Special Olympics Flame of Hope throughout northern California ending in Davis on June 21, 2019, at the start of the 2019 Special Olympics Summer Games.

The Port District purchased three patrol bicycles for Deputy Harbormaster staff to enhance the mobility and range of foot patrols.

July 4th was the 30-year anniversary of the vessel *Purity* visiting the harbor. This vessel was moored in the bay area and recently moved to Pillar Point.

In researching replacement options for the water taxi, staff learned that the U.S. Coast Guard passenger-for-hire exemption no longer applies to water taxi service. Vessels carrying more than six passengers require a Coast Guard Certificate of Inspection and operation by licensed officers and trained crew. U.S. Coast Guard Sector San Francisco has confirmed this requirement applies to the Port District's current water taxi operation. Due to age and construction properties, the current water taxi is not up to Coast Guard standards and therefore

was taken out of service. Staff will continue to explore options for continuing water taxi service and intends to present findings to the Commission for consideration at a future meeting.

Training/Conferences:

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

Active Shooter

Deputy Harbormaster staff attended a ten-hour active shooter training session, which took place at Scotts Valley High School. One staff member served as an instructor.

Law Enforcement Response to People in Crisis

This training explored national statistics on types of calls for service involving people in crisis and understanding the challenges of incidents involving persons with mental illness.

Vessel Safety/Orientation

Staffed trained with the Central Fire Lifeguard Academy (Capitola lifeguards) students. Topics included; towing drills, boat/lifeguard interfacing, boat orientation, and safety.

Fuel Prices:

Unleaded	\$4.02
Commercial Unleaded	\$3.81
Diesel	\$3.66
Commercial Diesel	\$3.56

Facilities and Engineering Manager's Report

Public Meeting of July 23, 2019

Dredging:

Twin Lakes

The *Twin Lakes* snorkel, walkway, and generator have been removed off the dredge. The walkway has been pressure washed and the paint has been touched up. A new generator has been installed and is expected to be wired by mid-July.

Dauntless

Dauntless is scheduled to be hauled out at the boatyard on July 22, 2019. Staff will change out the props, shafts, and zincs. Additional work to be performed includes painting the top and bottom side, patching the deck, installing the Enpak, replacing the steering sending units, and removing the Skagit for repairs on the middle drum.

Squirt

Maintenance for *Squirt* is underway. Crews have removed the ladder, trunnion, replaced the flex hydraulic lines, and removed the old hydraulic hard piping. Once the new stainless steel hydraulic lines arrive, they will promptly be installed. The trunnion will be sent out to a machine shop where they will press out the bushings and replace them with new ones.

Maintenance:

Paving Repairs

Crews cleaned the west side access road and removed roughly 25-yards of dirt in preparation for paving. Watsonville Grading and Excavation paved a 2" overlay and widened the access road 18".

Aldo's Demolition

The Aldo's building has been demolished down to the concrete slab. Staff separated the waste and recycled it accordingly.

Grounds

Crews have cleaned the north harbor dry storage and weeded and swept both north and south harbor grounds. Crews cleared out a brush pile located at the 7th Avenue and Brommer Street lot.

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



PORT COMMISSIONERS:
 Toby Goddard
 Dennis Smith
 Stephen Reed
 Darren Gertler
 Neli Cardoso

TO: Port Commission

FROM: Holland Mac Laurie, Administrative Services Manager

DATE: July 9, 2019

SUBJECT: O'Neill Sea Odyssey Annual Report

BACKGROUND:

In 2007, the Commission approved a modification to the slip rent and charter fee structure for O'Neill Sea Odyssey (OSO). This modified rent structure provides a percentage discount to the slip rent and charter fee, in an amount equal to the percentage of time the *Team O'Neill* catamaran is used for the OSO program. This modified rent structure is intended to reflect the public benefit offered by the OSO program. The annual report submitted by OSO covers the period July 1, 2018, to June 30, 2019, and shows the use as 65% charter and 35% OSO.

On March 26, 2019, the Commission approved a 99-pak charter application for Team O'Neill LTD, effective with operation of the new vessel. The charter fee structure for the new vessel has been established at a rate of \$2/passenger. Future reporting requirements will be in accordance with provisions of the 99-pak charter permit (or subsequent revisions).

Year	OSO Use	Charter Use
2010	86%	14%
2011	85%	15%
2012	82%	18%
2013	66%	34%
2014	54%	46%
2015	47%	53%
2016	40%	60%
2017	39%	61%
2018	36%	64%
2019	35%	65%

Available Spaces and Waiting List Status 2019

Wait Size/Rate Type	Available Spaces														Total Spaces	% Vacant			
	A	B	C	D	E	F	FF	L	M	N	O	P	Q	R			S	T	
SH 2x																	0	250'	0%
SH1.7x																	0	5	0%
SH 60																	0	11	0%
SH 50					1												1	34	3%
SH 40																	0	90	0%
SH 30																	0	149	0%
SH 24																	0	84	0%
MULTI																	0	22	0%
SH Total	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	395	0%

Wait Size/Rate Type	Available Spaces								Total Spaces	% Vacant	
	G	H	I	J	U	V	W	X			
NH 45									0	28	0%
NH 40									0	18	0%
NH 35									0	34	0%
NH 30				5	1			1	7	190	4%
NH 25							1		1	117	1%
NH 20									0	69	0%
NH Total	0	0	0	5	1	0	1	1	8	456	2%

J 41 & 43 are being utilized for kayak rack storage (J-Dock Kayak Racks).

YCDS		0	106	0%
Inside Ties		1	41	2%
Dory Ties		0	69	0%
AA-Dock Racks		2	70	3%
U-Dock Racks		1	30	3%
Rowing Racks		0	66	0%
J-Dock Racks	No data available. Data will be included on next report.			
NHDS		1	101	1%
7th & Brommer		3	82	4%

# on Wait List	Approx. Years Wait	# Waiters vs. Total Slips	Slips Accepted - to 06/30/19		Average Offers per Accept
			Total Offers	Average Offers per Accept	
9	5		4	2	2.0
4	5	80%	5	2	2.5
9	10	82%	0	0	0.0
30	18	88%	5	1	5.0
87	22	97%	3	0	0.0
87	15+	58%	3	0	0.0
25	5	30%	12	4	3.0
11	2	50%	13	6	2.2

9	3	32%	18	2	2.0
21	5	117%	0	0	0.0
37	4	109%	5	2	1.6
23	1	12%	56	25	2.0
30	2	26%	17	11	1.9
8	<1	15%	31	15	2.0

645 stand by

1044 total wait list

9	3	8%
1	<.5	2%
1	<1	1%
65	2.5	93%
47	3.5	157%
30	2.5	45%
20	<1	20%
10	0.5	12%



TO: Port Commission

FROM: Holland MacLaurie, Administrative Services Manager
Matt Kerkes, Facilities Maintenance and Engineering Manager

DATE: July 8, 2019

SUBJECT: Dredging Season Report 2018-19

FEDERAL ENTRANCE CHANNEL DREDGING

The 2018-19 dredge season marked *Twin Lakes*' third season of operation dredging the federal entrance channel. Dredging commenced on November 19, 2018, and concluded on June 7, 2019, after two emergency extensions were obtained. The post-dredge entrance survey, dated June 14, 2019, is included as Attachment A.

Despite the presence of debris, which impacted production, *Twin Lakes* operated well without any significant mechanical issues. The Toyo submersible pump was deployed later in the season to address shoaling on the east side of the channel. Dredging with the Toyo pump ended prematurely after the LinkBelt crane, which is used to suspend the pump, experienced a mechanical failure.

The dredge crew has honed their knowledge of the system and maintenance requirements for *Twin Lakes*. To provide additional support, the Port District's dredge consultant, Ancil Taylor of Callan Marine, performed two onsite trainings during the season. Mr. Taylor provided the crew with hands-on technical and mechanical support for the equipment, as well as a review of safety and production. As a result of the on-site visits, the crew successfully implemented a training schedule which rotated crewmembers through the wheelhouse to gain experience operating the dredge. This cross-training is beneficial and will continue during the upcoming season.

Twin Lakes is equipped with a Ronan density meter, which is intended to provide information about the relative volume of material moving through the pipe. Over the last two seasons, staff has worked to develop a better understanding of the instrumentation and its application. At the conclusion of the current season, the density meter reported 45,142 CY of material dredged, or 22% of the reported historic seasonal average.

In previous reports, volume discrepancies compared to historic volumes have been attributed to how the density meter measures sediment, differences in the sediment composition in different areas of the channel, the presence of organic material and water in the sediment, assumptions used in converting gross tonnage measured by the density meter to cubic yards, equipment malfunction, and overestimating of historic volumes. Prior to the 2016-17 dredge season, dredge volumes were estimated using pump curve assumptions, actual pump time and engine RPM's (which produced an estimated average production rate of 600 cubic yards per hour). At the end of the 2017-18 season, the Port District retained Moffat and Nichol to prepare an analysis of season volumes and historic volumes. Based on controlled dredging and survey operations performed in April 2018, Moffat & Nichol reported that actual volumes dredged were consistently larger (by at least twice) than density meter recordings, but far less than historic estimated volumes. Average volumes of 250 cubic yards per hour were achieved during control dredging and survey operations

conducted in April 2018. The density meter variance was attributed to a faulty valve cover, which may have interfered with readings.

To remove the potential for equipment malfunction as being an ongoing cause of volume discrepancies, the Port District engaged the services of Ronan Field Engineer, Tony Sholler, to inspect the gauge and confirm its operability. No malfunctions were identified.

After analyzing the density meter data for the entirety of the 2018-19 season, it is evident that trends exist based on differences in the sediment composition and the presence of organic material (i.e. the density meter records higher production volumes while the dredge is positioned in sand free of debris). To estimate daily production, the crew will continue to utilize the conservative production average of 250 CY / hr., which was established by Moffat and Nichol in their 2018 dredge volume analysis. The data provided by the density meter will continue to be used as a relative indicator of production and used in conjunction with the daily estimates provided by the crew.

Using the 250 per cubic yard production average, entrance channel volumes for the 2018-19 season total approximately 176,660 CY (Attachment B).

The 2018-19 season marked the second season operating under a modified permit issued by the Monterey Bay Air Resources District (MBARD). The modified permit, which allows for stationary monitoring of hydrogen sulfide, was originally issued for the 2017-18 season to address potential impacts associated with the County of Santa Cruz's Twin Lakes Beachfront Project. The Port District was successful in obtaining an extension for the 2018-19 season, after zero odor complaints were received the previous year. The modified permit provides multiple benefits to the public and District, so staff is currently working with MBARD to formally adopt and incorporate conditions of the modified permit into the District's Permits to Operate for the dredges *Twin Lakes* and *Squirt*.

Winter storms during the 2018-2019 dredge season were the most severe since acquisition of *Twin Lakes*. Staff battled with large swells and tons of debris that flowed from the San Lorenzo River and constantly plugged *Twin Lakes'* main pump and transported sand at a rate that made it difficult to make progress. According to the US Climate Data, the 2018 rainfall figures for Santa Cruz totaled 22.9 inches for the year. During the 2018-19 scheduled dredge season (November through April), the rainfall total was 31.89 inches.

INNER HARBOR DREDGING

Permits authorized up to 13,015 CY of inner-harbor material to be dredged during the 2018-19 season. The Port District utilized its 8" dredge, *Squirt*, to perform inner-harbor dredging in the north harbor, commencing October 9, 2018, and concluding April 30, 2019. Inner-harbor dredging of the south harbor was not proposed. A total of 3,007 CY, including both coarse and fine-grained material, was dredged (Attachment C).

Squirt is presumed to have a production rate of approximately 75 cubic yards per hour; however, actual volumes achieved are lower. Staff continues to research whether mechanical issues may be causing low production, and previously engaged the services of dredge consultant Ancil Taylor, to troubleshoot possible causes. *Squirt's* new John Deere engine and the pump are in sync and have been ruled out as a possible cause. The new water service pump with higher pressure and flow

volume is scheduled for installation during the off-season. We anticipate these changes will help increase production.

EQUIPMENT AND MAINTENANCE

The following highlights major equipment and maintenance issues dealt with this season:

TWIN LAKES

- Cross channel pipe
- Hydraulic leaks

PIPELINE

- Replacement of 18' elbow for offshore pipe
- Repaired offshore pipe (twice)

DAUNTLESS

- Steering

SQUIRT

- Broken Hydraulic Ram

OFF-SEASON PROJECTS PLANNED

The following highlights some of the projects that will be completed before dredging resumes for the 2019-20 season:

TWIN LAKES

- Installation of new generator
- Installation of new snorkel
- Installation of 16" check valve

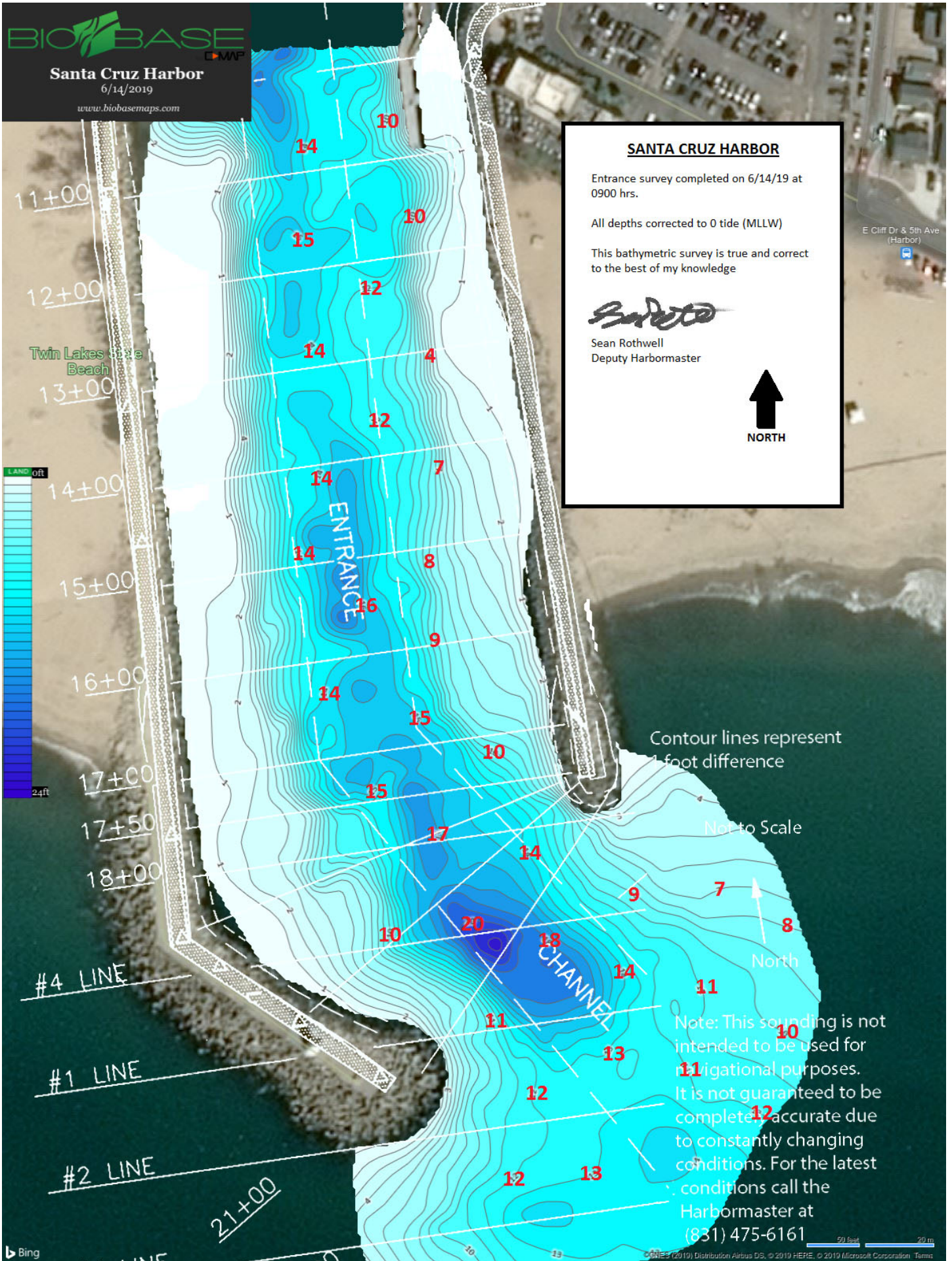
DAUNTLESS

- Steering system
- Repair Skagit Winch
- Install welder / generator
- Deck repairs
- A-frame

SQUIRT / BOOSTER PUMP

- Rebuild trunnion pins
- Replace hydraulic lines
- Replace cutlass bearings, shaft, and cutter head
- Replace steel fuel pipes and valves

- ATTACHMENT –
- A. Post-Dredge Bathymetric Survey of the Harbor Entrance (June 14, 2019)
 - B. Federal Entrance Channel Volume Summary
 - C. Inner-Harbor Volume Summary



SANTA CRUZ HARBOR

Entrance survey completed on 6/14/19 at 0900 hrs.

All depths corrected to 0 tide (MLLW)

This bathymetric survey is true and correct to the best of my knowledge

Sean Rothwell

Sean Rothwell
 Deputy Harbormaster

NORTH

Contour lines represent 1 foot difference

Not to Scale

North

Note: This sounding is not intended to be used for navigational purposes. It is not guaranteed to be completely accurate due to constantly changing conditions. For the latest conditions call the Harbormaster at (831) 475-6161

Santa Cruz Harbor Maintenance Dredging
Federal Entrance Channel
VOLUME SUMMARY
USACE 10-Year Permit #2011-00015S - November 1, 2012 to April 30, 2022

ALLOWABLE ENTRANCE VOLUME OVER 10-YEAR PERMIT (CY) 2,560,000

Season	Commenced	Completed	Extension (Y/N)	Volume (CY)
2012-13	12/3/2012	4/30/2013	No	185,684
2013-14	12/10/2013	4/22/2014	No	111,952
2014-15	11/17/2014	4/22/2015	No	222,865
2015-16	11/23/2015	6/10/2016	Yes (2)	483,465
2016-17	11/8/2016	5/12/2017	Yes (1)	134,243 *
2017-18	11/13/2017	4/30/2018	No	122,980 *
2018-19	11/19/2019	6/7/2019	Yes (2)	176,660
2019-20				
2020-21				
2021-22				

CUMULATIVE ENTRANCE VOLUME DREDGED (CY) 1,437,849

DIFFERENCE 1,122,151

** Volume correction based on Moffatt & Nichol's Review of Dredged Volumes in the 2016-17 Dredging Season, produced for the Santa Cruz Port District, dated June 2018*

Volume-Cumulative_Entrance_USACEPermit_2012-22.xlsx
6/11/2019

Santa Cruz Harbor Maintenance Dredging
INNER-HARBOR VOLUME SUMMARY
 USACE 10-Year Permit #2010-00015S - November 1, 2012 to April 30, 2022

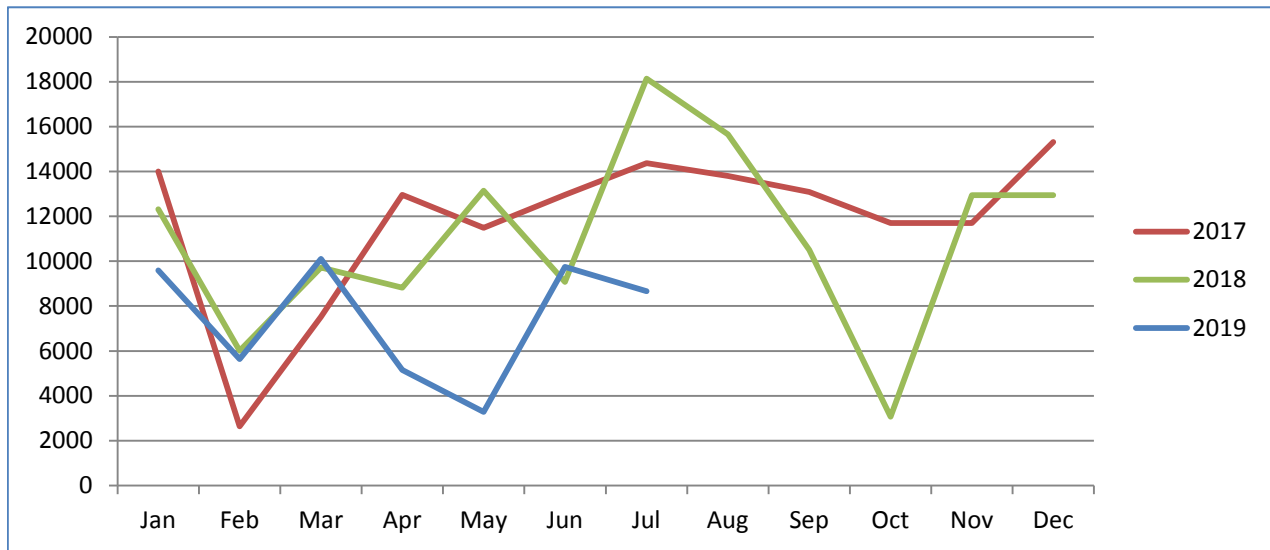
ALLOWABLE NEARSHORE DISPOSAL VOLUME OVER 10-YEAR PERMIT (ANNUAL NTE 20,000 CY / <80% SAND ANNUAL NTE 10,000 CY/YR)							200,000
Season	Commenced	Completed	Location	Volume <80% Sand	Volume 80% or Greater Sand	Total Volume	
2012-13	10/23/2012	11/19/2012	NH X/J Channel, Culvert, Berths	907	1,751	2,658	
2013-14	12/30/2013	2/6/2014	I Dock Fairways/Berths	1,276	429	1,705	
2014-15	No Dredging	No Dredging	NA	0	0	0	
2015-16	1/14/2016	2/18/2016	NH X/J Channel, X1	1,042	1,439	2,481	
2016-17	10/13/2016	4/22/2017	NH X/J Channel	543	2,256	2,799	
2017-18	10/16/2017	4/30/2018	NH X/J Channel, Culvert	3,055	1,026	4,081	
2018-19	10/9/2018	4/30/2019	NH X/J Channel, Culvert, West J Fairway, North I-Dock	1,744	1,263	3,007	
2019-20						0	
2020-21						0	
2021-22						0	
CUMULATIVE INNER-HARBOR VOLUME DREDGED / DISPOSED IN THE NEARSHORE							16,731
DIFFERENCE							183,269

ALLOWABLE UPLAND/SF-14/OTHER DISPOSAL VOLUME OVER 10-YEAR PERMIT							350,000
Season	Commenced	Completed	Location	Method (Upland / SF-14 / Other)	Volume <80% Sand	Volume >80% Sand	Total Volume
2012-13	NA	NA			0	0	0
2013-14	NA	NA			0	0	0
2014-15	NA	NA			0	0	0
2015-16	NA	NA			0	0	0
2016-17	NA	NA			0	0	0
2017-18	NA	NA			0	0	0
2018-19	NA	NA			0	0	0
2019-20							
2020-21							
2021-22							
CUMULATIVE INNER-HARBOR VOLUME DREDGED / DISPOSED UPLAND/SF-14/OTHER							0
DIFFERENCE							350,000

Santa Cruz Port District
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of July 16, 2019

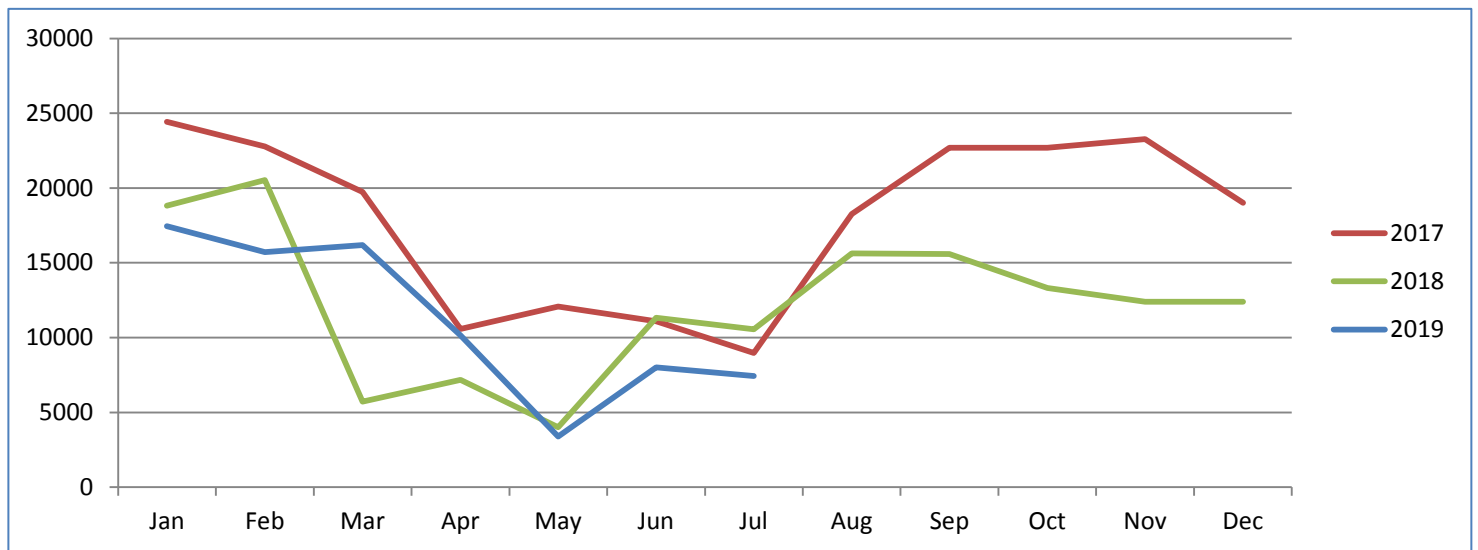
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
44967	478.68	474.97	446.25	0.00	1,399.90
55885	460.44	456.87	428.29	0.00	1,345.60
48319	435.44	432.05	382.00	0.00	1,249.49
48326	523.35	553.95	120.94	0.00	1,198.24
47207	288.48	288.44	286.28	0.00	863.20
47602	148.96	200.75	215.09	0.00	564.80
2493	147.95	146.95	120.94	0.00	415.84
56995	147.95	146.95	120.94	0.00	415.84
57614	156.20	156.57	84.90	0.00	397.67
55115	185.40	92.52	58.85	0.00	336.77
57928	0.00	148.94	99.90	0.00	248.84
57560	76.91	86.57	58.56	0.00	222.04
Total:	3,049.76	3,185.53	2,422.94	0.00	8,658.23



Santa Cruz Port District
90+ DAY DELINQUENT ACCOUNTS

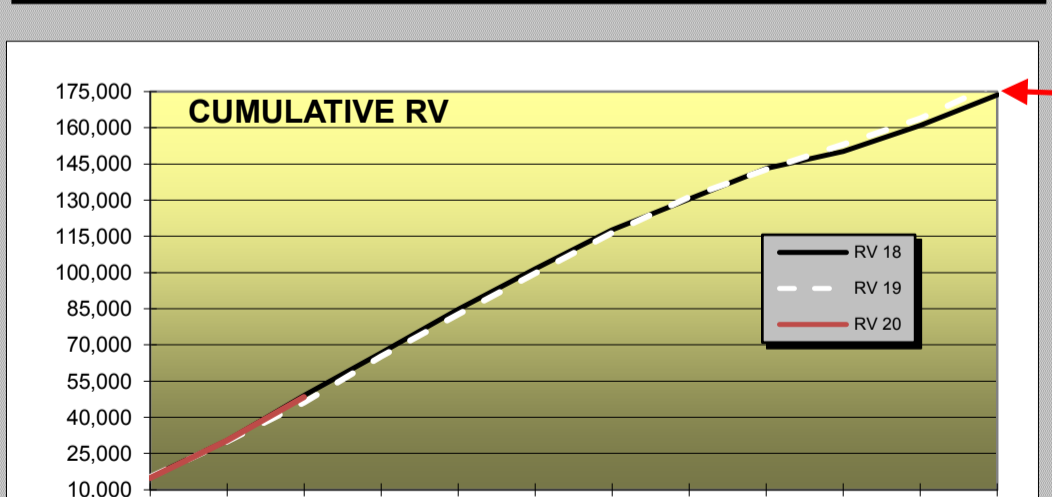
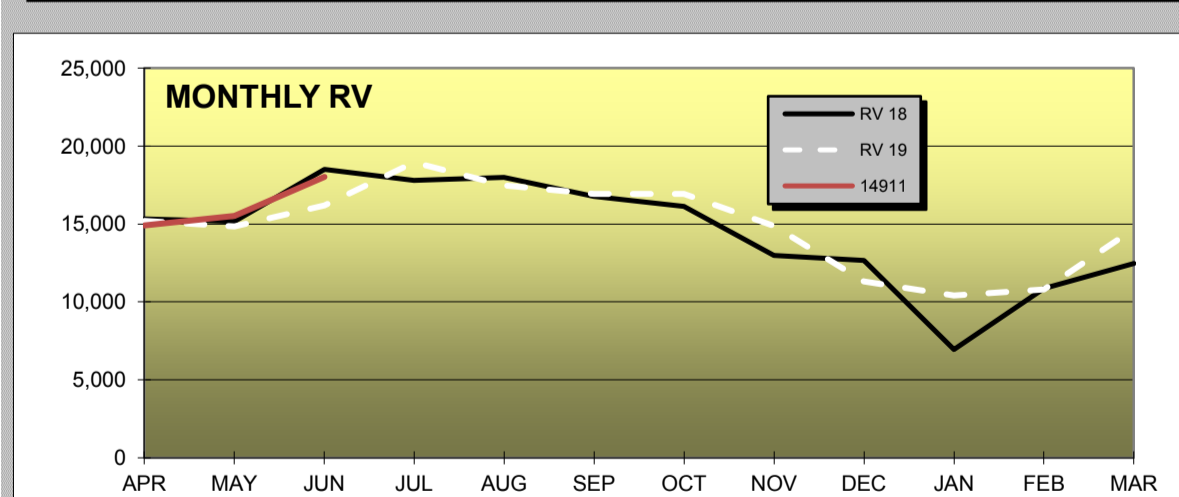
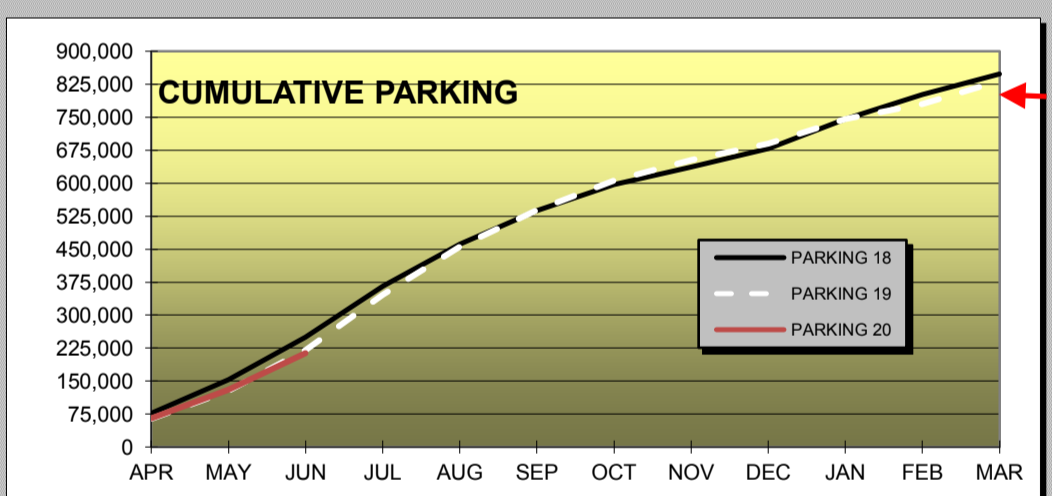
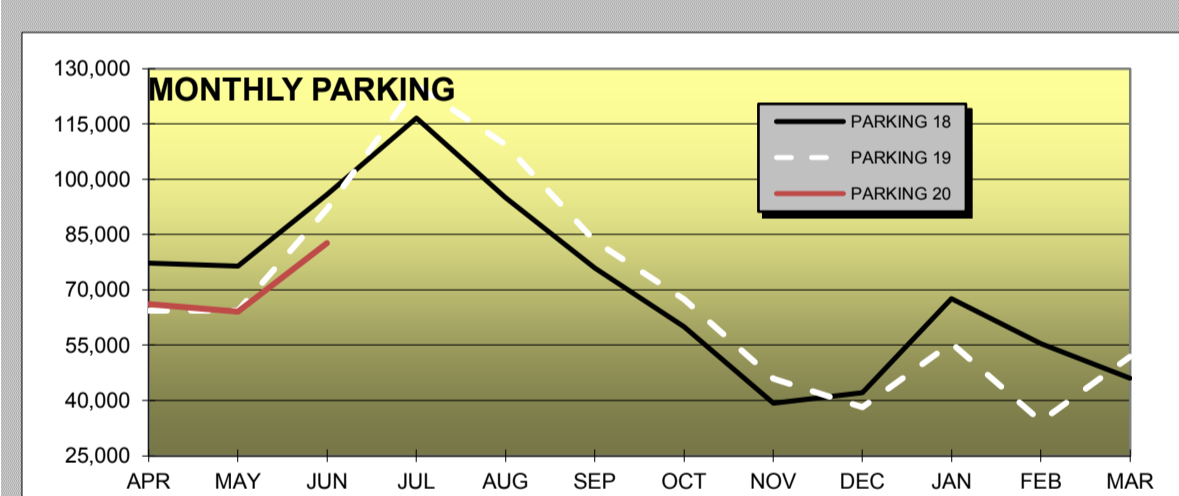
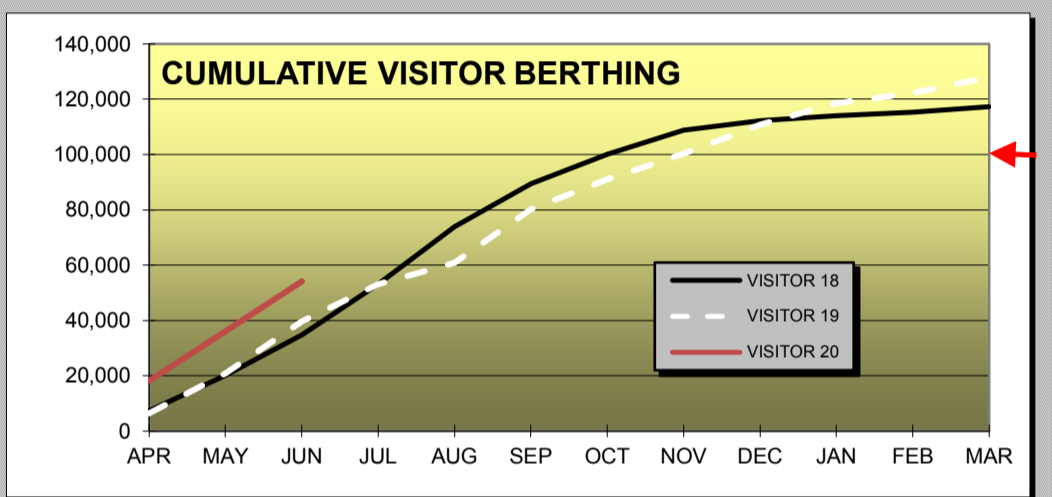
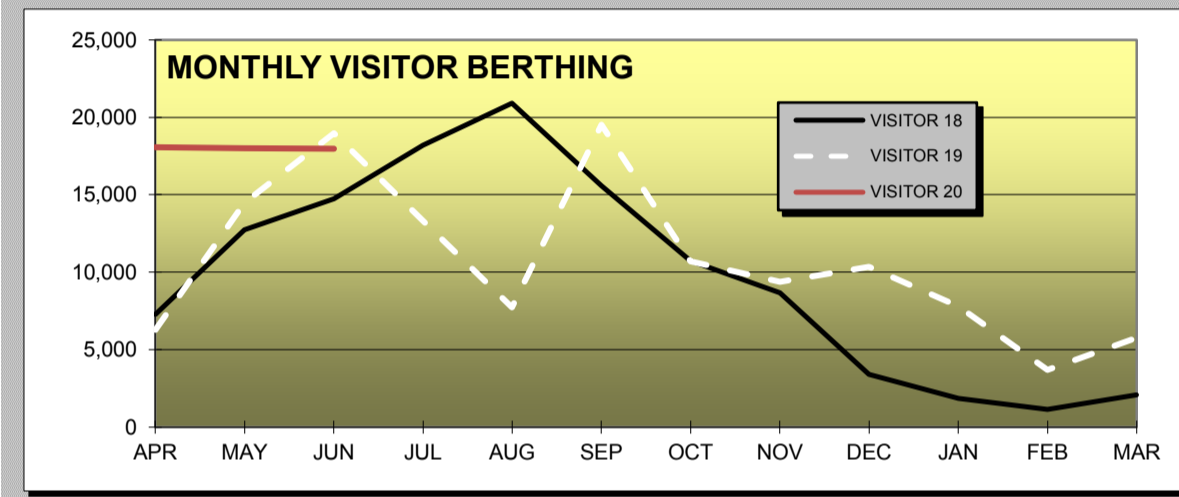
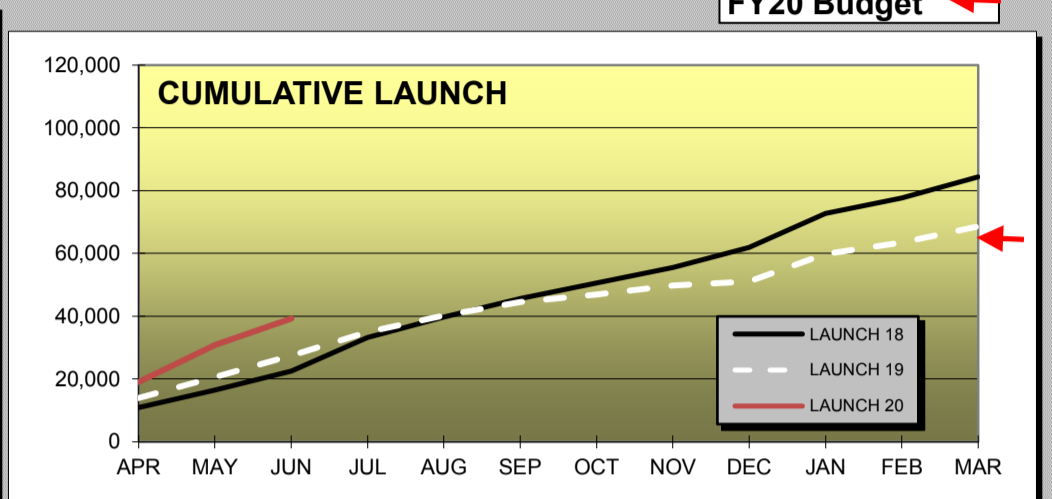
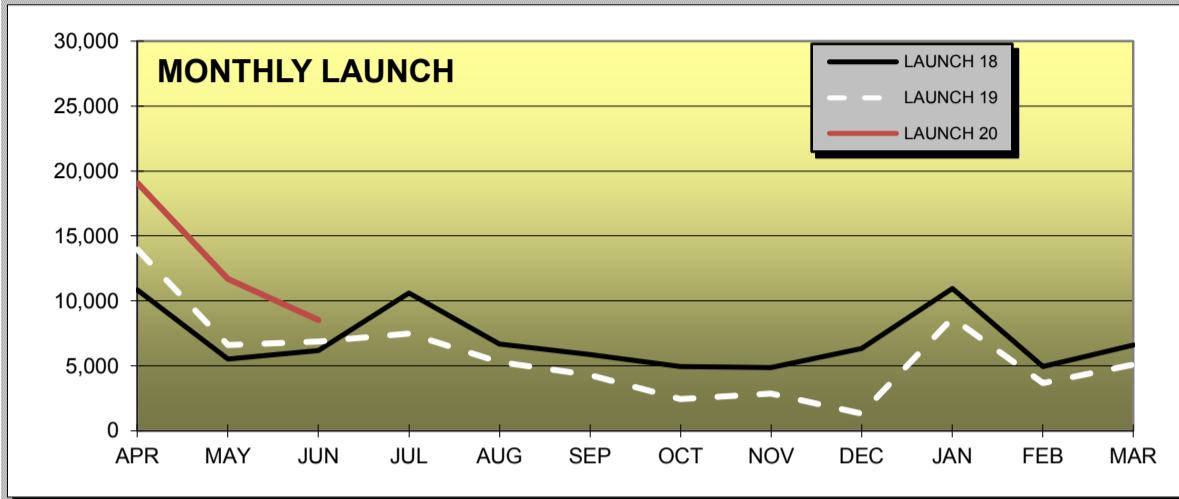
The following accounts have balances 90 days delinquent or greater as of June 19, 2019

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
58022	388.97	388.97	707.94	353.97	1,839.85		Payment Pending
48666	406.18	437.79	416.71	309.32	1,570.00		Revoke 7/31/19
56356	367.65	364.86	362.07	272.99	1,367.57		Revoke 7/31/19
45787	403.93	400.83	397.73	88.02	1,290.51		Revoke 7/31/19
57096	0.00	0.00	0.00	1,073.74	1,073.74		Bad debt
48170	83.13	82.65	82.18	39.61	287.57		Revoke 7/31/19
TOTAL:	1,649.86	1,675.10	1,966.63	2,137.65	7,429.24		



SEASONAL INCOME

FY20 Budget ←





TO: Port District Commission
FROM: Latisha Marshall, Harbormaster
DATE: July 3, 2019
SUBJECT: Crime/Incident/Citation Report June 2019

Crime Reports, Assists Outside Department and Incident Reports:

- 6.1.19 Harbor Patrol responded to a mutual aid request after a Metro Security Officer reported a struggle with male subject carrying a firearm in the location of the downtown Santa Cruz METRO Center. Harbor Patrol assisted apprehending the subject and transporting him to County jail.
- 6.1.19 Harbor Patrol was involved in a vehicle pursuit after a driver evaded a traffic stop in the north harbor. Harbor Patrol terminated the pursuit in the interest of public safety, and then relocated the vehicle at Brommer Street and El Dorado Avenue. The driver was taken into custody for felony reckless evading and a series of other vehicle code violations.
- 6.3.19 Harbor Patrol cited a subject for attempting to use the public hoist to pull a vessel engine. This was the second time the subject was cited for this offense.
- 6.6.19 Harbor Patrol took an accident report after a vehicle had a low impact collision with a bicyclist in the concession lot. No injuries reported.
- 6.9.19 Harbor Patrol took an incident report after a subject fainted onboard a charter vessel. The subject was transported to the hospital for medical attention.
- 6.10.19 Harbor Patrol took a vandalism report after two parking meters in the north harbor were cut and the meter heads stolen. No suspect information.
- 6.14.19 Harbor Patrol took an accident report after a minor traffic collision occurred in the launch ramp area. No injuries reported.
- 6.15.19 Harbor Patrol took an accident report after a driver hit and broke the concession lot gate arm. No damage to the vehicle reported, no injuries reported.

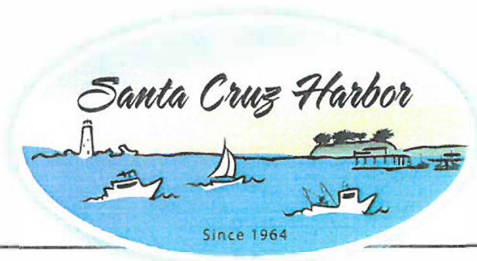
- 6.16.19 Harbor Patrol took a vessel accident report after two vessels collided in the area of L-Dock. Minor damages reported, no injuries reported.
- 6.16.19 Harbor Patrol took an accident report after a bicyclist lost control and crashed while riding downhill in the area of FF-Dock. The subject refused medical attention.
- 6.21.19 Harbor Patrol made contact with a female subject found trespassing aboard the Chardonnay III. Criminal charges were not pursued and the subject was escorted off the vessel. No damage reported.
- 6.24.19 Harbor Patrol performed a welfare check on a subject aboard his vessel. Upon arrival, the subject was deceased and the case was turned over to the Coroner's office.

Search/Rescue/Recovery:

- 6.5.19 Harbor Patrol was dispatched to a catamaran in distress in the area of Steamers Lane. Prior to arrival, State Parks Lifeguards canceled the call.
- 6.10.19 Harbor Patrol was dispatched to swimmers in distress in the area of Black's Beach. Prior to arrival, the swimmers were able to self-rescue.
- 6.16.19 Harbor Patrol was dispatched to a water rescue in the area of La Selva Beach. Prior to arrival, Cal Fire canceled the call.
- 6.24.19 Harbor Patrol responded to a report of a vessel in distress in the harbor entrance. Harbor Patrol towed the vessel to the fuel dock after it was determined that the operator lost engine power.
- 6.30.19 Harbor Patrol responded to two capsized kayakers approximately one-quarter mile from the harbor entrance. Both victims and kayaks were recovered and returned to the harbor. No injuries reported.
- 6.30.19 Harbor Patrol responded to a report of a capsized sailboat approximately one-half mile from the harbor entrance. The operator was recovered and the vessel was towed back to the harbor. No injuries reported.

Parking citations: 369

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



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Stephen Reed
Darren Gertler
Neli Cardoso

June 20, 2019

Victor Kraft
187 Aromas Road
Aromas, Ca 95004

Dear Mr. Kraft:

Thank you for your offer to gift the historic boat *Caterina G* to Santa Cruz Harbor. Your letter was distributed to the Port Commission with their May public meeting packet.

While we are appreciative of your offer and fully understand the history and sentiment associated with Victor's fishing boat, we must respectfully decline.

It is my hope that you can find a fitting home for the *Caterina G*. Thank you again, and best wishes.

Regards,

A handwritten signature in black ink that reads "Marian Olin". The signature is written in a cursive, flowing style.

Marian Olin
Port Director

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



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Stephen Reed
Darren Gertler
Neli Cardoso

July 2, 2019

Governor Gavin Newsom
State Capitol
Sacramento, CA 95814

Dear Governor Gavin Newsom:

Thank you for your support of a one-time budget allocation in the amount of \$530,000 for replacement of Santa Cruz Harbor's marine search and rescue patrol vessel.

We truly appreciate your approval of the State budget. This one-time budget allocation will benefit the Central Coast region and Santa Cruz Harbor's marine search and rescue program. The County of Santa Cruz does not provide its own marine unit, and relies upon the Santa Cruz Harbor Patrol vessel and crew to provide first responder marine search and rescue service within the County's jurisdiction. The United States Coast Guard Station Monterey is the next closest maritime rescue resource available and is located 26 miles away. Despite having no jurisdictional responsibility to provide this service, the Santa Cruz Harbor Patrol performed 337 marine search and rescue missions from 2015 to 2018, and saved 217 lives.

State funding for a replacement patrol vessel is particularly important for Santa Cruz Port District, as our property tax funding was redirected to the City and County of Santa Cruz in the early-1990's, and our revenue is derived primarily from user fees.

Your budget approval will allow us to replace our 20-year old patrol vessel. This will allow the Santa Cruz Harbor Patrol to continue its mission of safely serving the needs of the community and boating public on the Central Coast for decades to come. On behalf of the entire Santa Cruz Port District Commission and staff, thank you.

Sincerely,

A handwritten signature in black ink, appearing to be "DLS", written over a white background.

Dennis L. Smith, Chairman
Santa Cruz Port District Commission

cc: Bethany Westfall, Legislative Director

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



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Stephen Reed
Darren Gertler
Neli Cardoso

July 2, 2019

Senator William W. Monning
17th Senate District
State Capitol
Sacramento, CA 95814

Dear Senator Monning:

Thank you for your support of a one-time budget allocation in the amount of \$530,000 for replacement of Santa Cruz Harbor's marine search and rescue patrol vessel. We understand that through your efforts and support, this public safety allocation was approved by Governor Newsom and State legislators in the 2019-20 State Budget.

We truly appreciate your efforts on behalf of Santa Cruz Harbor and its marine search and rescue program. As you know, the County of Santa Cruz does not provide its own marine unit, and relies upon the Santa Cruz Harbor Patrol vessel and crew to provide first responder marine search and rescue service within the County's jurisdiction. The United States Coast Guard Station Monterey is the next closest maritime rescue resource available and is located 26 miles away. Despite having no jurisdictional responsibility to provide this service, the Santa Cruz Harbor Patrol performed 337 marine search and rescue missions from 2015 to 2018, and saved 217 lives.

State funding for a replacement patrol vessel is particularly important for Santa Cruz Port District, as our property tax funding was redirected to the City and County of Santa Cruz in the early-1990's, and our revenue is derived primarily from user fees. The County of Santa Cruz has recently recognized the value of this service to the region, and approved our request to increase its annual support of the marine search and rescue program from \$23,725 to \$50,000.

Your support of our efforts to replace our 20-year old patrol vessel will allow the Santa Cruz Harbor Patrol to continue its mission of safely serving the needs of the community and boating public on the Central Coast for decades to come. On behalf of the entire Santa Cruz Port District Commission and staff, thank you.

Sincerely,

A handwritten signature in black ink, appearing to be "DLS", written in a cursive style.

Dennis L. Smith, Chairman
Santa Cruz Port District Commission

cc: Bethany Westfall, Legislative Director

Santa Cruz Port District
135 5th Avenue
Santa Cruz, CA 95062
831.475.6161
831.475.9558 Fax
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PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Stephen Reed
Darren Gertler
Neli Cardoso

July 2, 2019

State of California Assemblymember Mark Stone, 29th District
Santa Cruz County District Office
701 Ocean Street, 318-B
Santa Cruz, CA 95060

Dear Assemblymember Stone:

We have learned that the Santa Cruz Port District's request for State Budget funding for a replacement patrol vessel was approved by Governor Newsom and State legislators. On behalf of the Santa Cruz Port District Commission and staff, thank you for your support of this important public safety funding.

We truly appreciate your support of Santa Cruz Harbor and its marine search and rescue program. As you know, the County of Santa Cruz does not provide its own marine unit, and relies upon the Santa Cruz Harbor Patrol vessel and crew to provide first responder marine search and rescue service within the County's jurisdiction in north Monterey Bay. The United States Coast Guard Station Monterey is the next closest maritime rescue resource available and is located 26 miles away. Despite having no jurisdictional responsibility to provide this service, the Santa Cruz Harbor Patrol performed 337 marine search and rescue missions from 2015 to 2018, and saved 217 lives.

State funding for a replacement patrol vessel is particularly important for Santa Cruz Port District, as our property tax funding was redirected to the City and County of Santa Cruz in the early-1990's, and our revenue is derived primarily from user fees. The County of Santa Cruz has recently recognized the value of this service to the region, and approved our request to increase its annual support of the marine search and rescue program from \$23,725 to \$50,000.

Your support will allow the Santa Cruz Harbor Patrol to replace its 20-year old patrol vessel and continue its mission of safely serving the needs of the community and boating public on the Central Coast for decades to come. On behalf of the entire Santa Cruz Port District Commission and staff, thank you.

Sincerely,

A handwritten signature in black ink, appearing to be "DLS", written in a cursive style.

Dennis L. Smith, Chairman
Santa Cruz Port District Commission

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



PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Stephen Reed
Darren Gertler
Neli Cardoso

July 2, 2019

Mr. Bret Gladfelty
The Apex Group
1201 K Street, Suite 750
Sacramento, CA 95814

Dear Mr. Gladfelty:

We have learned that the Santa Cruz Port District's request for State Budget funding for a replacement patrol vessel was approved by Governor Newsom and State legislators. On behalf of the Santa Cruz Port District Commission and staff, thank you for your efforts and for guiding us through this process.

We truly appreciate your efforts on behalf of Santa Cruz Harbor and its marine search and rescue program. As you know from discussing our predicament with Senior Deputy Harbormaster Don Kinnamon, the County of Santa Cruz does not provide its own marine unit, and relies upon the Santa Cruz Harbor Patrol vessel and crew to provide first responder marine search and rescue service within the County's jurisdiction in north Monterey Bay. The United States Coast Guard Station Monterey is the next closest maritime rescue resource available and is located 26 miles away. Despite having no jurisdictional responsibility to provide this service, the Santa Cruz Harbor Patrol performed 337 marine search and rescue missions from 2015 to 2018, and saved 217 lives.

State funding for a replacement patrol vessel is particularly important for Santa Cruz Port District, as our property tax funding was redirected to the City and County of Santa Cruz in the early-1990's, and our revenue is derived primarily from user fees. The County of Santa Cruz has recently recognized the value of this service to the region, and approved our request to increase its annual support of the marine search and rescue program from \$23,725 to \$50,000.

We appreciate your willingness to take on this challenge. Your advice and work on our behalf will allow the Santa Cruz Harbor Patrol to replace its 20-year old patrol vessel and continue its mission of safely serving the needs of the community and boating public on the Central Coast for decades to come. On behalf of the entire Santa Cruz Port District Commission and staff, thank you.

Sincerely,

A handwritten signature in black ink, appearing to be "DLS", written in a cursive style.

Dennis L. Smith, Chairman
Santa Cruz Port District Commission

Santa Cruz Port District
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Santa Cruz, CA 95062
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PORT COMMISSIONERS:
Toby Goddard
Dennis Smith
Stephen Reed
Darren Gertler
Neli Cardoso

July 2, 2019

Board Chair Ryan Coonerty, 3rd District Supervisor
Santa Cruz County Board of Supervisors
701 Ocean Street, Room 500
Santa Cruz, Ca 95060

Dear Chair Coonerty and Board Supervisors:

On behalf of the Santa Cruz Port District Commission and staff, I am writing to thank the Board of Supervisors and County staff members Carlos Palacios and Christina Mowrey for supporting our request to increase County support for Santa Cruz Harbor's marine search and rescue program. We understand that the Board of Supervisors approved the General Revenues budget which included \$50,000 in annual assistance beginning with the FY2019-20 budget year.

As you know, the County of Santa Cruz does not provide its own marine unit, and relies upon the Santa Cruz Harbor Patrol vessel and crew to provide first responder marine search and rescue service within the County's jurisdiction. This important increase to the County's ongoing support will help ensure the Santa Cruz Harbor patrol can continue to provide first responder marine search and rescue service in the north Monterey Bay. The United States Coast Guard Station Monterey is the next closest maritime rescue resource available and is located 26 miles away. Despite having no jurisdictional responsibility to provide this service, the Santa Cruz Harbor Patrol performed 337 marine search and rescue missions from 2015 to 2018, and saved 217 lives.

I also wanted to give you an update on our pending request for a one-time budget allocation in the amount of \$250,000 to help offset the cost of replacing our 20-year old patrol vessel. We are pleased to report that Senator Monning was successful in getting line item funding in the 2019-20 State Budget.

The Santa Cruz Port Commission appreciates the commitment made by Supervisors and staff to try and identify surplus funding to defray the cost of a replacement vessel from the County's 2018-19 budget. With State funding now assured, we are officially withdrawing our one-time funding request.

Thank you again for supporting an increase to the County's annual funding for Santa Cruz Harbor's marine rescue program.

Sincerely,

A handwritten signature in black ink, appearing to be "DLS", written over a white background.

Dennis L. Smith, Chairman
Santa Cruz Port District Commission

Thomas Whieldon
P.O. Box 7286
Santa Cruz, California 95061

Chair and Port Commissioners
Santa Cruz Port District
135 5th Ave.
Santa Cruz Ca 95062

During your consideration on item 12, Approval of Cash/ Payroll Disbursements May 2019, on June 25th Agenda, I requested in writing to speak. I asked why there was a \$2,000, disbursement to the County for 7th and Brommer overflow parking. In the past it had been \$800/ month not a \$1,000/ month. I questioned if renting the 7th and Brommer overflow parking from the County was a good financial move for the Port District. Dennis Smith, as I recall, said, "I check the overflow parking every weekend and it's full all the time".

As you know Neli and I have been very active in trying to influence those who make the decisions on the fate of the 8.3 acres at 7th and Brommer to have the 8.3 acres or a portion of the 8.3 acres continue to be used for overflow parking. We feel in the future the 8.3 acres should be utilized much more for parking for individuals who use all the different wonderful features of the Harbor. On high use days mostly in the summer there is not enough parking in the South East side of the Harbor for all the different individuals who want to use the Harbor facilities. You have as a Commission been working for months with O'Neill Sea Odyssey's lease agreement with their new boat as it has the potential of increased parking demand. As I recall at almost every Commission meeting, I have attended, the lack of parking seems to be a topic discussed at your meetings. On the March 26, Port Commission meeting Swenson Builders gave a presentation on their plan for 7th and Brommer. As I recall, Bill Lee and Neli Cardoso were the only past and present Commissioners who asked Swenson representatives where was overflow parking for the Harbor in their plan. Swenson said there was no overflow parking for the Harbor in their plan but the Harbor could stack boats in racks on the two acres on 7th and Brommer. As I recall, the comments from staff were not at all positive about that idea of stacking boats, due to the fact that staff would be required to move boats on and off the stacks and then launch the boats. As I recall, Dennis Smith said to the presenters from Swenson , " You are amongst friends".

My question to you is what is your plan for accommodating overflow parking needs of the Harbor in the future when 7th and Brommer is developed?

I would very much appreciate specifics on your plan. Please don't say we have a plan, which I have heard before.

In May's Commission meeting you were given a report on AB 691 Sea Level Rise Assessment Report which states in 40 years the parking at the North Harbor could be affected by King tides and in 80 years the North Harbor will be affected by sea level rise. The South East Harbor where there is most of the demand for parking will have the most immediate effect from Sea level rise. I think that if you as a Commission took aggressive action to try and have the lot at 7th and Brommer become a highly used parking facility for the Harbor that future generations of Harbor users would thank you for your insight. I would like you to really consider the effect on Harbor facilities access for the public if the 8.3 acres is lost to the Harbor by developing the land for a hotel and housing. There is only one Harbor with access to the ocean in Santa Cruz County. For the community to be able to fully utilize the Harbor, the Harbor needs more parking with active shuttle service from the 8.3 acres to the South East Harbor. I truly believe if each Commission used their influence that the 8.3 acres could be saved for Harbor access parking. During campaigning in 2018, many individuals, we talked to said they did not use the fine restaurants in the South East Harbor area because there was inadequate parking.

It has just been reported to me by Neli that you are no longer potentially going to have the water shuttle due to Coast Guard regulations to move large groups of people from the North Harbor to the South Harbor. You have a van shuttle now to move people from the North Harbor and overflow lot to the South Harbor. I would like to suggest you encourage the use of the overflow lot at 7th and Brommer for individuals using the Harbor restaurants and other Harbor facilities besides boat trailer parking. If O'Neill Sea Odyssey for their income program used the 7th and Brommer parking facility you could lift your requirement for them to have a shuttle and utilize the Harbor's shuttle. The cost to the O'Neill Sea Odyssey for the use of the Port's shuttle I think would be far less then they providing their own shuttle.

Sincerely Yours,
Thomas Whieldon



Port Commission Review Calendar 2019-20

2019

January-March

- ✓ Committee assignments for 2019
- ✓ Sea Scouts' bi-annual report
- ✓ Slip vacancy bi-annual report / waiting list statistics
- ✓ FY 20 Budget
- ✓ Review 5-year CIP
- ✓ Ethics Training Update
- ✓ Form 700 Filing (due by 03/31 each year)
- ✓ Bi-annual Anti-Harassment/Anti-Discrimination Training

April-June

- ✓ Dredge Report 2018-19 (postponed to July)
- ✓ Vessel Use List Review
- ✓ Review of FY20 Fee Schedule

July-September

- ✓ Vessel Insurance Policy Review
- ✓ Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- ✓ Slip vacancy bi-annual report / waiting list statistics
- ___ Sea Scouts' bi-annual report

October-December

- ___ Annual review of business use of slips
- ___ Port Commission officers for 2020
- ___ Nexus Wealth Advisors lease exp. 11/30/19 (2) 3 year options
- ✓ Bayside Marine lease exp. 01/31/20 (1) 2 year options

Committee Review Items (timeline not specified)

- ✓ Outside Contractors (Policy Committee)

2020

January-March

- ___ Committee assignments for 2020
- ___ Sea Scouts' bi-annual report
- ___ Slip vacancy bi-annual report / waiting list statistics
- ___ FY 21 Budget
- ___ Review 5-year CIP
- ___ Review of NH sublet fee structure (exp. 3/31/20)
- ___ Ethics Training Update
- ___ Form 700 Filing (due by 03/31 each year)

April-June

- ___ Dredge Report 2019-20
- ___ Vessel Use List Review
- ___ Biannual Update to Conflict of Interest Code
- ___ Crow's Nest lease exp. 04/30/20 (Suite 130) 2 (5) year options

July-September

- ___ Vessel Insurance Policy Review
- ___ Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- ___ Sea Scouts' bi-annual report
- ___ Slip vacancy bi-annual report / waiting list statistics

October-December

- ___ Annual review of business use of slips
- ___ Port Commission officers for 2020
- ___ Nexus Wealth Advisors lease exp. 11/30/19 (2) 3 year options
- ___ Bayside Marine lease exp. 01/31/20 (1) 2 year options

Future Calendar

- ___ ABC End-Tie review after Murray Street Bridge Retrofit

2020

- ___ Biennial Update to Conflict of Interest Code

2021

- ___ Bi-annual Anti-Harassment/Anti-Discrimination Training

Key

- ___ Pending
- In process
- ✓ Done