



Special Closed and Regular Public Session of November 22, 2022

**Santa Cruz Port Commission
MINUTES**

Commission Members Present:

Reed Geisreiter	Chair
Darren Gertler	Vice-chair (<i>via Zoom</i>)
Dennis Smith	Commissioner
Stephen Reed	Commissioner
Toby Goddard	Commissioner

SPECIAL PUBLIC SESSION – 6:30 PM

Chair Geisreiter convened the special public session at 6:30 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA (hybrid meeting platform).

1. Oral Communication
2. Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) Section 54956.8.

At 6:30 PM, Chair Geisreiter announced that the Commission will meet in closed session to discuss agenda item 3.

SPECIAL CLOSED SESSION

3. Conference with Real Property Negotiators
Property: 365 B Lake Avenue
Tenant: Nexus Wealth Advisors, LLC
Agency Designated Representative: H. MacLaurie
Under Negotiation: Lease

SPECIAL PUBLIC SESSION

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

Chair Geisreiter announced that the Commission took no reportable action in closed session on item 3.

Chair Geisreiter adjourned the special open session following the closed meeting at 6:50 PM.

REGULAR PUBLIC SESSION – 7:00 PM

Chair Geisreiter convened the regular public session at 7:00 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz CA (hybrid meeting platform).

5. Pledge of Allegiance
6. Oral Communication

Chair Geisreiter announced that the Commission took no reportable action in closed session on item 3.

CONSENT AGENDA

7. Approval of Minutes
 - a) Special Closed and Regular Public Meeting of October 25, 2022
8. Approval of Resolution 22-25 – Reauthorizing Virtual Public Meetings in Accordance with Assembly Bill 361
9. Approval of Clean Oceans International Sublease – 345 Lake Avenue, Suite F (Tenant: One People, One Reef)
10. Approval of Clean Oceans International Sublease – 345 Lake Avenue, Suite F (Tenant: Surfrider Foundation)

In response to a question posed by Commission Goddard, Port Director MacLaurie confirmed that provisions of the Master Lease agreement supersede language in any sublease agreement, particularly as it relates to annual rent adjustments(i.e., rent is adjusted annually on April 1 based on SF Bay Area CPI).

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Reed to approve consent agenda items 7 through 10.
- *Motion carried unanimously.*

REGULAR AGENDA

11. Approval of Resolution 22-26 – Authorizing Port Director to Execute Documents for the Release of Escrow Funds for the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project

Discussion: Port Director MacLaurie stated that the City of Santa Cruz has confirmed that funds totaling \$5,149,000 have been deposited into an escrow account and are available to cover costs incurred by the Port District as a result of the Murray Street Bridge Seismic Retrofit Project.

Port Director MacLaurie stated that in connection with the Murray Street Bridge Project, the Port District has executed a \$400,000 contract with TranSystems, Inc. for the design of the removal and replacement of FF-Dock, Rowing Dock, and Boatyard Dock. She stated that approval of Resolution 22-26 will authorize the Port Director to draw from the escrow account to fund this work.

In response to a question posed by Commissioner Goddard, Port Director MacLaurie confirmed that once received, escrow funds will be allocated to the Murray Street Bridge Project Fund in the Capital Improvement Program (CIP), which will have a net zero impact on the District's budget, but increases the CIP by \$400,000.

In response to a question posed by Chair Geisreiter, Port Director MacLaurie confirmed that the resolution language is satisfactory to the title company for the release of funds.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Reed to approve resolution 22-26.

- *Motion carried unanimously by roll call.*

- Gertler: YES
- Smith: YES
- Reed: YES
- Goddard: YES
- Geisreiter: YES

12. Award of Contract for 2222 East Cliff Drive Deck Replacement Project

Discussion: Port Director MacLaurie stated that work to facilitate deck repairs at 2222 East Cliff Drive has been ongoing for several years. She stated that after a very protracted process, the project was placed out to bid on November 4, 2022, and one bid was received from SSB Construction (SSB) in the amount of \$758,266.

Port Director MacLaurie stated that the project includes a lot of unknowns, particularly as it relates to structural damage that may be uncovered once the deck is demolished. She stated that the bid received from SSB reflects and accounts for any unknowns. Despite the high bid price, Port Director MacLaurie recommended approval of the contract to ensure that the critical deck repair is performed in a timely manner.

Port Director MacLaurie stated that the Commission will need to determine a funding source for this project, and noted that available cash on hand or reserve funds may be utilized. She stated that as part of a settlement agreement executed with O'Neill Sea Odyssey earlier this year, the Port District now receives base rent from all second-story tenants, and indicated that this additional revenue, which is estimated at \$115,000 per year, may be used to offset the large project expenditure over time.

A discussion ensued regarding the following:

- Construction Time Frame – Construction is estimated to take 6-8 weeks and conclude in Spring 2023 (weather permitting)
- Mitigating Impacts to Tenants – Ample outreach and a phased approach will be performed to minimize impacts to tenants
- Project Oversight – Ensure adequate in-house and engineering oversight is available for the duration of the project.
- Deck Replacement Warranty – Warranty information for the new deck will be provided when available.

A discussion ensued regarding the preferred funding source for this project. Chair Geisreiter expressed support for utilizing reserve funds and applying revenues received from the second-story tenants as reimbursement over time. Commissioner Smith agreed.

Commissioner Goddard stated that it is his belief that the proposed project does not warrant the use of reserve funds and does not meet the criteria for use listed in the District's Reserve Fund Policy.

There was a consensus among a majority of the Commission to utilize reserve funding for this project. Port Director MacLaurie stated that in accordance with the District's Reserve Fund Policy, a resolution authorizing a one-time expenditure from the Reserve Fund will be presented for approval in December.

Commissioner Goddard stated that it will be beneficial to provide additional clarity regarding how this transaction impacts the FY23 budget. He suggested that the staff recommendation to approve an appropriation in the FY23 budget for the amount of the contract plus contingency be revised to state "amend the FY23 budget and approve appropriation from the Reserve Fund for the amount of the contract plus a contingency." There was consensus among the Commission to accept this revision.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Reed to award a contract for 2222 East Cliff Drive Deck Replacement Project; authorize the Port Director to execute a contract in an amount not-to-exceed amount of \$825,000 for construction; amend the FY23 budget and approve an appropriation from Reserve Funds for the amount of the contract plus a contingency.

- *Motion carried by roll call.*

- Gertler: YES
- Smith: YES
- Reed: YES
- Goddard: NO
- Geisreiter: YES

13. Approval of Cash / Payroll Disbursements – October 2022

Discussion: Regarding warrant # 57360, Vice-chair Gertler expressed his appreciation to staff for diligently maintaining the fish cleaning tables.

MOTION: Motion made by Commissioner Goddard, seconded by Commissioner Smith to approve cash and payroll disbursements for October 2022, in the amount of \$794,005.92

- *Motion carried unanimously by roll call.*

- Gertler: YES
- Smith: YES
- Reed: YES
- Goddard: YES
- Geisreiter: YES

INFORMATION

14. Port Director's Report

Introduction of New Staff

Port Director MacLaurie introduced Christine Bouchard as the Port District's new Administrative Services Manager.

December Commission Meeting

Port Director MacLaurie announced that the December Regular Public Session will be held on December 13, 2022, at 7:00 PM.

Dredge Permit Update

Commissioner Goddard congratulated Port Director MacLaurie on obtaining the District's new 10-year dredge permit from the Corps.

Encroachment Permit – 216 4th Avenue

In response to a question posed by Chair Geisreiter, Port Director MacLaurie confirmed that the encroachment permit does not include permanent access easements such as driveways, gates, or pathways.

15. Harbormaster's Report

A discussion ensued regarding the associated impacts to the commercial fishery from the recent commercial crab season delays due to the presence of whales and the elevated risk of marine life entanglement. Harbormaster Anderson stated that the California Department of Fish and Wildlife (CDFW) is working with the California Dungeness Crab Fishing Gear Working Group to evaluate if the risk of entanglement has subsided or if an additional delay will be implemented.

Harbormaster Anderson stated that staff continues to work with the concession lot parking equipment vendor, Scheidt and Bachmann, to make necessary improvements to the system. A discussion ensued regarding the long-term functionality of the equipment and Scheidt and Bachmann's ability to provide adequate support services. Harbormaster Anderson stated that a meeting with Scheidt and Bachmann will be scheduled to discuss these concerns.

16. Facilities Maintenance & Engineering Manager's Report

Facilities Maintenance Engineering Manager Wulf provided the following updates:

- Entrance dredging commenced on November 16, 2022. *Twin Lakes* has dredged an estimated 700 (CY) of material in the first two days of the season.
- North harbor dredging is scheduled to commence on November 26, 2022, starting near the area of I-Dock.
- Informal bids are being solicited for the pavement repair project at the fishery and west side sidewalk repair projects. Based on preliminary bids, adequate funding may not be available for the west side sidewalk repairs in FY23.

17. Annual Business Use of Slip Review

There was a consensus among the Commission to schedule a Business/Finance Committee meeting in early 2023 to perform a comprehensive review of the following committee review items:

- Comprehensive Review of Charter Fees
- Public Benefit Discount Policy

18. 2021-22 Vessel Use List Review

In response to a question posed by Commissioner Smith, Harbormaster Anderson stated that staff limits the number of licensees placed on the annual Vessel Use List to maintain a manageable number so that the program can be effectively and efficiently administered.

In response to a question posed by Commissioner Gertler, Harbormaster Anderson confirmed that vessels occupying space in dry storage are subject to use list provisions.

19. Financial Reports (*There was no discussion on this agenda item*)
 - a) Comparative Seasonal Revenue Graph
20. Delinquent Account Reporting (*There was no discussion on this agenda item*)
21. Harbor Patrol Incident Response Report – October 2022 (*There was no discussion on this agenda item*)
22. Written Correspondence (*There was no discussion on this agenda item*)
 - a) Public Comment for Coastal Rail Trail Segments 8 & 9 Project DEIR from Port Commission to City of Santa Cruz Public Works Department
23. Port Commission Review Calendar / Follow-Up Items (*There was no discussion on this agenda item*)

Chair Geisreiter adjourned the regular public session at 8:20 PM.

Reed Geisreiter, Chair



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: December 8, 2022

SUBJECT: Approval of Resolution 22-27 – Reauthorizing Virtual Public Meetings in Accordance with Assembly Bill 361

Recommendation: Approve Resolution 22-27.

BACKGROUND

As a result of the continuing impacts of the COVID-19 pandemic, the Santa Cruz Port Commission approved Resolution 22-12 (Attachment B), allowing the legislative body of the Port District to conduct teleconference meetings in accordance with modified rules authorized under Assembly Bill 361 (AB 361).

ANALYSIS

Pursuant to AB 361, once the initial resolution is adopted, a local agency may meet virtually for a maximum period of 30 days. Prior to expiration of the 30 day period, the local agency must renew its resolution in order to continue meeting virtually under the modified rules.

Resolution 22-27 is presented for approval to continue meeting virtually under the modified rules provided for in AB 361.

IMPACT ON PORT DISTRICT RESOURCES

There are no impacts associated with approval of this resolution.

ATTACHMENTS: A. Resolution 22-27 – Reauthorizing Virtual Public Meetings in Accordance with Assembly Bill 361

B. Resolution 22-12 – Authorizing the Santa Cruz Port Commission to Conduct Teleconference Meetings in Accordance with Assembly Bill 361 as a Result of the Continuing COVID-19 Pandemic State of Emergency

Santa Cruz Port District
Resolution 22-27
December 13, 2022

On the motion of _____

Duly seconded by _____

A resolution reauthorizing the Santa Cruz Port Commission to conduct teleconference meetings in accordance with Assembly Bill 361 as a result of the continuing COVID-19 pandemic state of emergency.

WHEREAS, all meetings of the Santa Cruz Port Commission are open and public, as required by the Ralph M. Brown Act (California Government Code Section 54950 – 54963), to ensure that any member of the public may attend, participate, and watch the District’s legislative body conduct business; and,

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (AB 361), which amended Government Code Section 54953 to permit legislative bodies subject to the Brown Act the ability to meet under modified teleconferencing rules if they comply with specific requirements set forth in the statute; and,

WHEREAS, under AB 361, a local agency may teleconference under the modified rules if the legislative body holds a meeting during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on June 7, 2022, the Santa Cruz Port Commission held an initial teleconference meeting under AB 361 and adopted Resolution 22-12, finding that the requisite conditions exist for the Santa Cruz Port Commission to conduct remote teleconference meetings under modified rules.

WHEREAS, after its initial AB 361 teleconference meeting, a legislative body can continue to hold such teleconference meetings if the legislative body has reconsidered the circumstances of the state of emergency and determined that the state of emergency continues to directly impact the ability of the members to meet safely in person and that local officials continue to recommend measures to promote social distancing; and,

WHEREAS, the Santa Cruz Port Commission has reconsidered the circumstances of the current state of emergency and find that the COVID-19 pandemic continues to directly impact the ability of the Commission to meet safely in person and further finds that the Santa Cruz County Public Health Officer continues to recommend measures to promote social distancing; and,

WHEREAS, in the interest of public health and safety, due to the emergency caused by the spread of COVID-19, the Santa Cruz Port Commission deems it necessary to continue utilizing the modified teleconferencing rules set forth in AB 361 and authorizes remote meetings as set forth in the Resolution.

NOW, THEREFORE, the Santa Cruz Port Commission hereby RESOLVES, and ORDERS as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated into this resolution by reference.

Section 2. Acknowledgment of Governor’s Proclamation of a State of Emergency. The Board hereby acknowledges that the Governor of the State of California’s Proclamation of State of Emergency, as related to the COVID-19 pandemic, remains in effect.

Section 3. Remote Teleconference Meetings. The Port Director is authorized and directed to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with the modified teleconferencing rules as set forth in Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (1) thirty days from adoption of this Resolution, or (2) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Santa Cruz Port Commission may continue to teleconference without compliance with paragraph 3 of subdivision (b) of Section 54953.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 13th day of December 2022, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

APPROVED BY:

Reed Geisreiter, Chair
Santa Cruz Port District Commission

Santa Cruz Port District
Resolution 22-12
June 7, 2022

On the motion of Commissioner Goddard

Duly seconded by Commissioner Gertler

A resolution authorizing the Santa Cruz Port Commission to conduct teleconference meetings in accordance with Assembly Bill 361 as a result of the continuing COVID-19 pandemic state of emergency.

WHEREAS, all meetings of the Santa Cruz Port Commission are open and public, as required by the Ralph M. Brown Act (California Government Code Section 54950 – 54963), to ensure that any member of the public may attend, participate, and watch the District's legislative body conduct business; and,

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill 361 (AB 361), which amended Government Code Section 54953 to permit legislative bodies subject to the Brown Act the ability to meet under modified teleconferencing rules if they comply with specific requirements set forth in the statute; and,

WHEREAS, under AB 361, a local agency may teleconference under the modified rules if the legislative body holds a meeting during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 4, 2020, in response to the COVID-19 pandemic, Governor Newsom issued a Proclamation of State of Emergency pursuant to California Government Code section 8550 et seq., which remains in effect; and,

WHEREAS, on September 30, 2021, the Santa Cruz County Public Health Officer, Dr. Gail Newel, strongly recommended that legislative bodies in Santa Cruz County engage in physical / social distancing by meeting via teleconference as allowed by AB 361; and,

WHEREAS, after its initial AB 361 teleconference meeting, a legislative body can continue to hold such teleconference meetings if the legislative body has reconsidered the circumstances of the state of emergency and determined that the state of emergency continues to directly impact the ability of the members to meet safely in person and that local officials continue to recommend measures to promote social distancing; and,

WHEREAS, the Port Commission finds that there is a continuing threat of COVID-19 to the community and requiring all members of the legislative body to appear in-person at meetings presents greater risk to the health and safety of the meeting participants resulting from reduced social distancing, increased exposure for those who are immunocompromised or unvaccinated, and challenges associated with fully ascertaining and ensuring compliance with vaccination, face coverings, and other safety measures at such public meetings; and

WHEREAS, in the interest of public health and safety, due to the emergency caused by the spread of COVID-19, the Santa Cruz Port Commission deems it necessary to utilize the modified teleconferencing rules set forth in AB 361.

NOW, THEREFORE, the Santa Cruz Port Commission hereby RESOLVES, and ORDERS as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated into this resolution by reference.

Section 2. Acknowledgement of Governor's Proclamation of a State of Emergency. The Board hereby acknowledges that the Governor of the State of California's Proclamation of State of Emergency, as related to the COVID-19 pandemic, remains in effect.

Section 3. Remote Teleconference Meetings. The Port Director is authorized and directed to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with the modified teleconferencing rules as set forth in Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (1) thirty days from adoption of this Resolution, or (2) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the Santa Cruz Port Commission may continue to teleconference without compliance with paragraph 3 of subdivision (b) of Section 54953.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 7th day of June, by the following vote:

AYES: Geisreiter, Gertler, Reed, Goddard

NOES: n/a

ABSENT: Smith

Approved by:



Reed Geisreiter, Chairman
Santa Cruz Port District Commission



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: December 1, 2022

SUBJECT: Approval of Declaration Designating Authorized Signers for the Port District's Checking Account

Recommendation: *Approve the declaration designating authorized signers for the Port District's checking account at Comerica Bank.*

BACKGROUND

The Port District's checking account is maintained at Comerica Bank. The current authorized check signers include two Commissioners (Commissioner Goddard and Commissioner Reed), Port Director MacLaurie, and the three managers. The Commission previously approved authorization limits whereby one authorized person may sign checks up to \$5,000, two authorized persons must sign checks between \$5,000 and \$50,000, and two authorized persons (with at least one being a Commissioner) sign checks in excess of \$50,000.

ANALYSIS

Comerica Bank requires a declaration designating authority for authorized signers. For the District's new Administrative Services Manager, Christine Poe (Bouchard), to be added to the list of authorized signers, the Port Commission must first authorize the Comerica Bank Document Request Form (Attachment A) to allow each proposed authorized check signer to electronically sign the declaration. Commissioners Goddard and Reed, Port Director MacLaurie, Facilities Maintenance and Engineering Manager Wulf, and Harbormaster Anderson remain authorized signers.

IMPACT ON PORT DISTRICT RESOURCES

There is no cost to the Port District associated with designating check signers.

ATTACHMENT: A. Comerica Bank Document Request Form



**BUSINESS DEPOSIT SERVICES DATA COLLECTION TOOL
FOR NEW ACCOUNTS AND UPDATING ACCOUNT/SERVICE DOCUMENTATION**

Customer Type:	Existing Customer	Documents Requested: select all applicable	
Account Type (s):	Existing Account(s)	<input checked="" type="checkbox"/> Declaration/Signature Document <input type="checkbox"/> New Beneficial Ownership Form <input type="checkbox"/> Attest Beneficial Ownership Form <input type="checkbox"/> IFT Documentation (Muni-only allowed if no wire service) <input type="checkbox"/> Fund J Documentation	
Signer Type (s):	Combo Signer(s)		
FREE FORM TEXT COMMENTS - IF NEEDED:			
<i>Customer Name (do not include secondary captions)</i>	SANTA CRUZ PORT DISTRICT	<i>Type of entity:</i>	Public Funds/Municipality
<i>Full Street Address, including City, State, Zip. Note Must be physical address PO Boxes not allowed</i>	135 5TH AVE SANTA CRUZ CA 95062	<i>TIN - no dashes</i>	

Account Signer(s) Full Legal Name	Signer Title	Cell Phone <small>Include Country Code for International Numbers - do not include dashes or ()</small>	Complete Business Email Address - This must be different for each signer
STEPHEN REED	PORT COMMISSIONER		
THOMAS GODDARD	PORT COMMISSIONER		
HOLLAND MACLAURIE	PORT DIRECTOR		hmaclaurie@santacruzharbor.org
CHRISTINE POE	ADMINISTRATIVE SVCS MGR		cbouchard@santacruzharbor.org
BLAKE ANDERSON	HARBORMASTER		banderson@santacruzharbor.org
CARL WULF	FACILITIES MAINT ENG. MGR		cwulf@santacruzharbor.org
INSERT ADDITIONAL ROWS ABOVE IF NECESSARY FOR NUMBER OF AUTHORIZED SIGNERS			

Entity Section Signer (typically Secretary/Clerk) Does NOT have to be listed in Authorized Signer list above	Signer Title	Cell Phone <small>Include Country Code for International Numbers - do not include dashes or ()</small>	Complete Business Email Address - This must be different for each signer
RENEE GHISLETTA	ADMIN ASST		rghisletta@santacruzharbor.org
2nd Entity Signer - necessary if Entity Signer is only signer			

Certification Section Signer (entering into this contract) MUST BE LISTED IN AUTHORIZED SIGNER LIST ABOVE	Signer Title	Cell Phone <small>Include Country Code for International Numbers - do not include dashes or ()</small>	Complete Business Email Address - This must be different for each signer
HOLLAND MACLAURIE	PORT DIRECTOR		hmaclaurie@santacruzharbor.org
Optional 2nd Certification Signer if desired by client			



TO: Port Commission
FROM: Renee Ghisletta, Administrative Assistant
DATE: December 16, 2022
SUBJECT: Approval of Month-to-Month Rental Agreement for 345 Lake Avenue, Suite C
(Tenant: Down Under Dive)

Recommendation: Approve the month-to-month rental agreement.

BACKGROUND

Cal Commercial Divers has leased the premises at 345 Lake Avenue, Suite C since July 1990. Josh Pearlman dba Down Under Dive Service currently rents space at 333 Lake Avenue, Suite E, and is in the process of acquiring Cal Commercial Divers to be effective January 1, 2023. Mr. Pearlman is interested in assuming the space at 345 Lake Avenue, Suite C, and proposes to utilize the premises as a gear room for his dive business. Mr. Pearlman will continue month-to-month tenancy at 333 Lake Avenue, Suite E which he uses as office space.

Mr. Pearlman is in good standing with the Port District and is prepared to take over the premises beginning January 1, 2023, with terms as outlined below.

ANALYSIS

Terms of lease: Month-to-Month
Tenant: Down Under Dive (Josh Pearlman)
Space: 345 Lake Avenue, Suite C (approx. 160 SF)
Rent: \$413/mo. (\$2.58/SF) – Adjusted annually by CPI
Use: Office Space / Gear Room for Dive Business
Insurance: \$500,000 with Santa Cruz Port District named as additional insured

IMPACT ON PORT DISTRICT RESOURCES

Approval of this lease will generate approximately \$4,956 per year in concession income.

ATTACHMENTS: A. Rental Agreement – 345 Lake Avenue, Suite C

**SANTA CRUZ PORT DISTRICT
RENTAL AGREEMENT**

THIS AGREEMENT is made and entered into as of the Agreement date in Section 1, by and between the SANTA CRUZ PORT DISTRICT COMMISSION, a political subdivision, 135 5th Avenue, Santa Cruz, California, 95062, hereafter referred to as "Landlord," and Tenant indicated in Section 1, hereafter referred to as "Tenant."

RECITALS:

A. Landlord is the owner of that certain real property described in Section 1 and located in the City and County of Santa Cruz, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Landlord desires to rent to Tenant and Tenant wishes to rent from Landlord the land and improvements as indicated in Exhibit A and described in Section 1 (the "Premises").

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

1. Rental of Premises. Landlord hereby rents the Premises to Tenant, and Tenant rents the Premises from Landlord, for the term, at the rental, and upon the other terms and conditions summarized in this Section and more fully described in subsequent sections:

Agreement Date:	January 1, 2023	Term:	Month to Month
Tenant:	Down Under Dive Service (Josh Pearlman)		
Property:	345 Lake Avenue, Suite C, Santa Cruz CA 95062		
Premises:	Office Space (approx. 160 SF)		

	<i>Fixed Minimum</i>	<i>Time Period</i>	<i>Percentage Rent</i>	<i>Based On</i>
Rent:	\$413.00	per month	N/A	N/A

Rent Payable:	Monthly	on:	the 1 st	starting:	January 1, 2023
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Rent Adjusted:	Annually	on:	April 1	based on:	SF Bay Area CPI
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Deposit:	\$413.00	paid:	
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Use:	Office Space / Gear Room for Dive Business		

Tenant Insurance Requirements:	<i>Casualty</i>	N/A	<i>Liability</i>	\$500,000
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Notice of Rent Adjustment:	30 days	Notice of Termination:	30 days
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	<i>Landlord</i>	<i>Tenant</i>
	Santa Cruz Port District	Down Under Dive Service
	Attn: Port Director	Attn: Josh Pearlman
	135 5 th Avenue	333 Lake Avenue, Suite E
	Santa Cruz, CA 95062	Santa Cruz, CA 95062

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

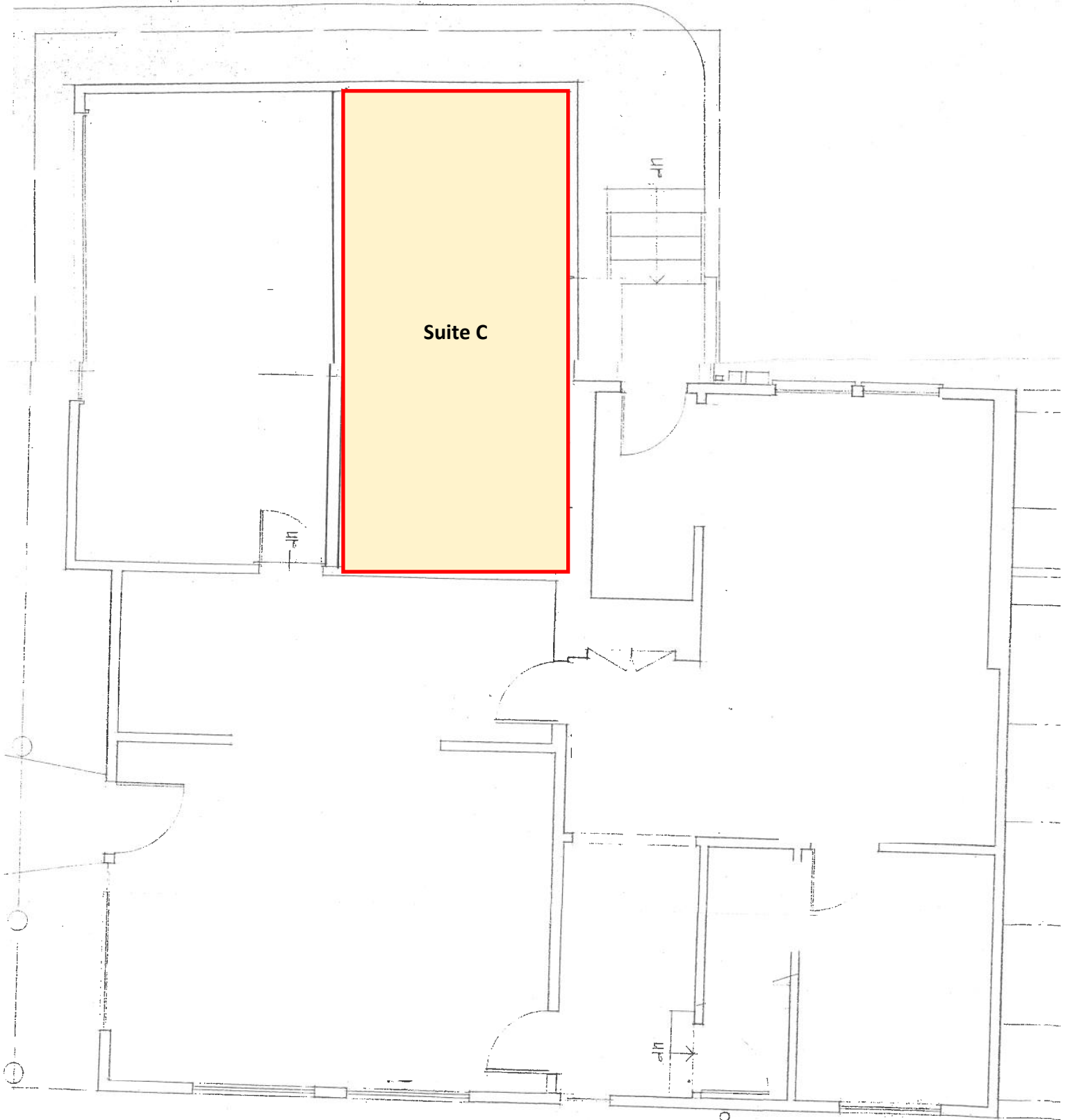
By _____
Holland MacLaurie, Port Director

"TENANT"

DOWN UNDER DIVE SERVICE

By  _____
Josh Pearlman, Owner

PREMISE MAP
Down Under Dive
345 Lake Avenue (first floor)
Suite C (approx. 160 SF)



N



Santa Cruz Port District
Resolution 22-28
December 13, 2022

On the motion of _____

Duly seconded by _____

A resolution authorizing a one-time expenditure from the Reserve Fund in the amount of \$825,000 for the 2222 East Cliff Drive Deck Replacement Project.

WHEREAS, the Santa Cruz Port District maintains reserve funds to strengthen the financial stability of the District against economic uncertainty, unexpected situations such as natural or man-made disasters, unanticipated drops in revenue, and other unforeseen emergencies or extraordinary circumstances that the Port District may face that are infrequent in occurrence; and

WHEREAS, the use of reserve funds shall generally be limited to unanticipated, non-recurring needs, and shall not be used for normal or recurring annual operating expenditures; and

WHEREAS, the use of reserve funds is being requested to facilitate the immediate replacement of the second story deck at 2222 East Cliff Drive to restore critical infrastructure and reestablish deck access, which has been closed since July 2021; and

WHEREAS, the current Reserve Fund balance totals \$2,110,644, which is adequate to support the request.

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz Port District Commission hereby authorizes an expenditure from the Reserve Fund in the amount of \$825,000 for the 2222 East Cliff Drive Deck Replacement Project; and

BE IT FURTHER RESOLVED that the Reserve Fund balance will decrease by \$825,000 and the FY23 Capital Improvement Program balance will increase by \$825,000 to approximately \$2,743,339; and

BE IT FURTHER RESOLVED that concession income derived from 2222 East Cliff Drive, Suites 200, 204, 208, 212, 216, and 220 will reimburse the Reserve Fund in an amount not less than \$117,857 per annum for 7 years, beginning in Fiscal Year 24.

PASSED AND ADOPTED, by the Santa Cruz Port District Commission this 13th day of December 2022, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Approved by:

Reed Geisreiter, Chair
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
Reed Geisreiter
Stephen Reed
Darren Gertler

TO: Port Commission
FROM: Holland MacLaurie, Port Director
DATE: December 8, 2022
SUBJECT: Approval of Resolution 22-29 – Approving Salary Schedules and Authorizing Amendment to the Port Director’s Employment Agreement

Recommendation: ***Approve Resolution 22-29, adopting amendments to the Santa Cruz Port District’s salary schedules, and authorize the Port Commission Chairman to execute the amendment to the Port Director’s employment agreement.***

BACKGROUND

Pursuant to a satisfactory performance appraisal, the Port Commission directed that the Port Director’s Employment Agreement be modified to include a merit increase in 2022.

The salary increase amends the pay rate for the Port Director position in the Port District’s publicly available pay schedule required by Government Code Section 20636(b)(1) and further clarified by California Code of Regulations (CCR) Section 570.5. The salary schedule pay rate for the Port Director position was last modified in 2019.

Resolution 22-29 is included as Attachment ‘A’, and Exhibit 1 to the resolution contains the actual salary schedules, which consolidate all current classifications. The Port Director’s First Amendment to the Employment Agreement is included as Attachment ‘B’. The original agreement is included as Attachment ‘C’.

ATTACHMENTS: A. Resolution 22-29, including Exhibit 1
B. First Amendment to Employment Agreement
C. Employment Agreement (2021)

Santa Cruz Port District
Resolution 22-29
December 13, 2022

On the motion of _____

Duly seconded by _____

A resolution of the Santa Cruz Port District Commission adopting amendments to the salary schedule, and authorizing the Port Commission Chairman to execute the First Amendment to the Port Director's employment agreement.

WHEREAS, pursuant to California Government Code 20636(b)(1), the Port Commission shall periodically adopt a pay schedule for all Port District employees; and

WHEREAS, the Government Code of Regulations (CCR) Section 570.5 further clarifies that the pay schedule be approved and adopted by the governing body; and

WHEREAS, the pay schedule consolidates all of the currently approved salaries from the various Memoranda of Understanding for contract, represented and unrepresented employees; and

WHEREAS, all of the salary pay rates and ranges have previously been approved except the changes detailed in Exhibit 1 of this Resolution, authorizing a merit increase for the Port Director as provided for in the First Amendment to the employment agreement.

NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz Port District Commission does hereby adopt the consolidated salary schedule (Exhibit 1) adjusting the Port Director salary to \$161,112 annually, effective November 1, 2022, and authorizes the Port Commission Chairman to execute the First Amendment to the Port Director's employment agreement.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 13th day of December 2022, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Approved by:

Reed Geisreiter, Chair
Santa Cruz Port District Commission

EXHIBIT 'A'

Santa Cruz Port District
MONTHLY SALARY RANGES BY POSITION
2022

Santa Cruz Port District Full Time Equivalent Employees -- All Positions

Effective	Position	Bargaining Group	Salary Grade	Monthly Salary Range/Step*						
				1	2	3	4	5	6	7
9/1/2022	Accounting Technician II	HEA	23	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819	\$7,160
1/1/2022	Administrative Assistant I	HEA	20	\$4,615	\$4,846	\$5,088	\$5,343	\$5,610	\$5,890	\$6,185
9/1/2022	Administrative Assistant II	HEA	22	\$5,088	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819
1/1/2022	Administrative Services Manager	HMG	33	\$8,703	\$9,138	\$9,595	\$10,075	\$10,578	\$11,107	\$11,663
1/1/2022	Assistant Harbormaster	HEA	25	\$5,890	\$6,185	\$6,494	\$6,819	\$7,160	\$7,518	\$7,894
1/1/2022	Boatyard Crew	HEA	18	\$4,186	\$4,396	\$4,615	\$4,846	\$5,088	\$5,343	\$5,610
1/1/2022	Boatyard Supervisor	HEA	23	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819	\$7,160
1/1/2022	Customer Service Representative	HEA	19	\$4,396	\$4,615	\$4,846	\$5,088	\$5,343	\$5,610	\$5,890
1/1/2022	Deputy Harbormaster	HEA	22	\$5,088	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819
1/1/2022	Facilities Coordinator	HEA	19	\$4,396	\$4,615	\$4,846	\$5,088	\$5,343	\$5,610	\$5,890
1/1/2022	Facilities Maintenance and Eng Manager	HMG	33	\$8,703	\$9,138	\$9,595	\$10,075	\$10,578	\$11,107	\$11,663
1/1/2022	Harbor Dredge Worker I	OE3	16	\$3,797	\$3,987	\$4,186	\$4,396	\$4,615	\$4,846	\$5,088
1/1/2022	Harbor Dredge Worker II	OE3	19	\$4,396	\$4,615	\$4,846	\$5,088	\$5,343	\$5,610	\$5,890
1/1/2022	Harbor Dredge Worker III	OE3	22	\$5,088	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819
1/1/2022	Harbor Maintenance Worker I	HEA	16	\$3,797	\$3,987	\$4,186	\$4,396	\$4,615	\$4,846	\$5,088
1/1/2022	Harbor Maintenance Worker II	HEA	19	\$4,396	\$4,615	\$4,846	\$5,088	\$5,343	\$5,610	\$5,890
1/1/2022	Harbor Maintenance Worker III	HEA	22	\$5,088	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819
1/1/2022	Harbormaster	HMG	33	\$8,703	\$9,138	\$9,595	\$10,075	\$10,578	\$11,107	\$11,663
11/1/2022	Port Director	NA	NA	\$9,167	NA	NA	NA	NA	NA	\$13,426
1/1/2022	Senior Deputy Harbormaster	HEA	23	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819	\$7,160
1/1/2022	Supervising Harbor Dredge Worker	OE3	24	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819	\$7,160	\$7,518
1/1/2022	Supervising Harbor Maintenance Worker	HEA	23	\$5,343	\$5,610	\$5,890	\$6,185	\$6,494	\$6,819	\$7,160

*Ranges shown are paid semi-monthly

Bargaining Groups:

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

Santa Cruz Port District
MONTHLY SALARY RANGES BY POSITION
2023

Santa Cruz Port District Full Time Equivalent Employees -- All Positions

Effective	Position	Bargaining Group	Salary Grade	Monthly Salary Range/Step*						
				1	2	3	4	5	6	7
1/1/2023	Accounting Technician II	HEA	23	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375
1/1/2023	Administrative Assistant I	HEA	20	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067	\$6,370
1/1/2023	Administrative Assistant II	HEA	22	\$5,241	\$5,505	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023
1/1/2023	Administrative Services Manager	HMG	33	\$8,964	\$9,412	\$9,883	\$10,377	\$10,896	\$11,440	\$12,012
1/1/2023	Assistant Harbormaster	HEA	25	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375	\$7,743	\$8,131
1/1/2023	Boatyard Crew	HEA	18	\$4,312	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778
1/1/2023	Boatyard Supervisor	HEA	23	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375
1/1/2023	Customer Service Representative	HEA	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Deputy Harbormaster	HEA	22	\$5,241	\$5,505	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023
1/1/2023	Facilities Coordinator	HEA	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Facilities Maintenance and Eng Manager	HMG	33	\$8,964	\$9,412	\$9,883	\$10,377	\$10,896	\$11,440	\$12,012
1/1/2023	Harbor Dredge Worker I	OE3	16	\$3,911	\$4,106	\$4,312	\$4,527	\$4,754	\$4,991	\$5,241
1/1/2023	Harbor Dredge Worker II	OE3	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Harbor Dredge Worker III	OE3	22	\$5,241	\$5,505	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023
1/1/2023	Harbor Maintenance Worker I	HEA	16	\$3,911	\$4,106	\$4,312	\$4,527	\$4,754	\$4,991	\$5,241
1/1/2023	Harbor Maintenance Worker II	HEA	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Harbor Maintenance Worker III	HEA	22	\$5,241	\$5,505	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023
1/1/2023	Harbormaster	HMG	33	\$8,964	\$9,412	\$9,883	\$10,377	\$10,896	\$11,440	\$12,012
1/1/2023	Port Director	NA	NA	\$9,167	NA	NA	NA	NA	NA	\$13,426
1/1/2023	Senior Deputy Harbormaster	HEA	23	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375
1/1/2023	Supervising Harbor Dredge Worker	OE3	24	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375	\$7,743
1/1/2023	Supervising Harbor Maintenance Worker	HEA	23	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375

*Ranges shown are paid semi-monthly

Bargaining Groups:

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

Santa Cruz Port District
MONTHLY SALARY RANGES BY POSITION
2024

Santa Cruz Port District Full Time Equivalent Employees -- All Positions

Effective	Position	Bargaining Group	Salary Grade	Monthly Salary Range/Step*						
				1	2	3	4	5	6	7
1/1/2024	Accounting Technician II	HEA	23	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559
1/1/2024	Administrative Assistant I	HEA	20	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530
1/1/2024	Administrative Assistant II	HEA	22	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199
1/1/2024	Administrative Services Manager	HMG	33	\$9,188	\$9,648	\$10,130	\$10,636	\$11,168	\$11,727	\$12,313
1/1/2024	Assistant Harbormaster	HEA	25	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559	\$7,937	\$8,334
1/1/2024	Boatyard Crew	HEA	18	\$4,420	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923
1/1/2024	Boatyard Supervisor	HEA	23	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559
1/1/2024	Customer Service Representative	HEA	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Deputy Harbormaster	HEA	22	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199
1/1/2024	Facilities Coordinator	HEA	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Facilities Maintenance and Eng Manager	HMG	33	\$9,188	\$9,648	\$10,130	\$10,636	\$11,168	\$11,727	\$12,313
1/1/2024	Harbor Dredge Worker I	OE3	16	\$4,009	\$4,209	\$4,420	\$4,641	\$4,873	\$5,116	\$5,372
1/1/2024	Harbor Dredge Worker II	OE3	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Harbor Dredge Worker III	OE3	22	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199
1/1/2024	Harbor Maintenance Worker I	HEA	16	\$4,009	\$4,209	\$4,420	\$4,641	\$4,873	\$5,116	\$5,372
1/1/2024	Harbor Maintenance Worker II	HEA	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Harbor Maintenance Worker III	HEA	22	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199
1/1/2024	Harbormaster	HMG	33	\$9,188	\$9,648	\$10,130	\$10,636	\$11,168	\$11,727	\$12,313
1/1/2024	Port Director	NA	NA	\$9,167	NA	NA	NA	NA	NA	\$13,426
1/1/2024	Senior Deputy Harbormaster	HEA	23	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559
1/1/2024	Supervising Harbor Dredge Worker	OE3	24	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559	\$7,937
1/1/2024	Supervising Harbor Maintenance Worker	HEA	23	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559

*Ranges shown are paid semi-monthly

Bargaining Groups:

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

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the Employment Agreement, is entered into effective as of the 1st day of November, 2022, by and between SANTA CRUZ PORT DISTRICT, a port district formed and operating pursuant to the provisions of Harbors and Navigation Code Section 6200 et seq., and a political subdivision of the State of California (hereinafter the "District") and HOLLAND MACLAURIE (hereinafter "MacLaurie").

Recitals:

The District employed MacLaurie, and MacLaurie accepted employment as the Port Director of District pursuant to an Employment Agreement dated November 1, 2021. The Parties desire to amend the Employment Agreement as stated below:

THE PARTIES AGREE AS FOLLOWS:

1. The Employment Agreement ("Agreement") dated November 1, 2021, remains in effect in its entirety except as amended herein.

2. Section 6.a. of the Agreement is hereby amended to read:

Salary in the amount of \$161,112 annually, payable consistent with District practices and in the same manner as other regular full-time employees of District are paid.

3. Section 6.i. of the Agreement is hereby amended to read:

Employee shall be entitled to 80 hours per year of administrative leave. No cash-out or carry-over of unused administrative leave is authorized.

SANTA CRUZ PORT DISTRICT

BY: _____
Reed Geisreiter, Chair
Santa Cruz Port Commission

ATTEST: _____
Board Clerk

HOLLAND MACLAURIE

BY: _____
Holland MacLaurie
Port Director

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 1st day of November 2021, by and between SANTA CRUZ PORT DISTRICT, a port district formed and operating pursuant to the provisions of Harbor and Navigation Code Section 6200 et seq., and a political subdivision of the State of California (hereinafter “District”) and HOLLAND MACLAURIE (hereinafter “Employee”) who agree as follows:

1. Recitals. District is in need of a Port Director and desires to employ Employee as the Port Director of District. Employee desires to act as Port Director of District pursuant to the terms and conditions of this Agreement.

2. Employment. District hereby employs Employee as Port Director of District, subject to the terms and conditions of this Agreement. Employee hereby accepts such employment as Port Director of District subject to the terms and conditions of this Agreement.

3. Term. This Agreement is hereby acknowledged to have commenced November 1, 2021, and the initial term of this Agreement shall terminate on October 31, 2024, subject to the ability of either party to terminate this Agreement, and the ability of District to extend this Agreement as provided herein.

Employee shall serve a probationary period of twelve (12) months from the date of commencement of this Agreement. During the probationary period, Employee shall receive a performance evaluation at six (6) months and twelve (12) months. Upon satisfactory completion of the probationary period, Employee will receive a written evaluation. If the written evaluation is satisfactory, the term of this Agreement shall be extended to October 31, 2024. As a probationary employee, Employee may be terminated for any lawful reason at any time during the probationary period, including without cause and without notice. If this Agreement is terminated during the probationary period by District, Employee will not be entitled to severance benefits pursuant to Section 8d of this Agreement.

This Agreement shall be automatically extended for consecutive additional two (2) year terms commencing November 1, 2022, without further action by District or Employee. Should District determine at any time during the term of this Agreement to decline to renew this Agreement for an additional two (2) year term, District shall provide written notice to Employee of the District’s intent not to renew this Agreement no later than six (6) months prior to the expiration of the then current term.

4. Duties. Employee’s duties under this Agreement shall be those assigned to the office of the Port Director as described in the job description for the Port Director position as adopted and amended from time to time by the District Board of Commissioners, and such other duties and responsibilities as assigned by the District Board of Commissioners. The Board of Commissioners will meet and confer with Employee regarding any revisions in said job description. The current job description is attached as Exhibit A. Employee acknowledges that the District can amend the job description at any time to either provide for additional duties and responsibilities, and/or delete existing duties and responsibilities of the Port Director. A revised job description will supersede and replace the existing Exhibit A upon its adoption by the Board of Commissioners.

Employee shall be the Chief Executive Officer of the District. As such, Employee shall have the primary responsibility for implementation and execution of policies adopted by the Board of Commissioners and the Board of Commissioners shall have the primary responsibility for formulating and adopting the policies of the District. Employee shall work under the direction and control of the District Board of Commissioners in the management and administration of the daily operations of the District, shall

serve at the pleasure of the Board of Commissioners, and shall be Clerk and Secretary of the District Board of Commissioners.

5. Hours. Employee shall devote her full time, attention, and energies to her duties. Employee shall be available to work such times as necessary to fully and competently perform the duties of the position, regardless of the number of hours involved. Employee acknowledges that the duties of the position will on the average require more than forty (40) hours per week, and that some day-to-day hours may vary from as high as twelve (12) to sixteen (16) hours to less than eight (8) hours per day. Therefore, it is acknowledged by the parties that the Port Director will establish her own work schedule. Employee acknowledges that the position of Port Director is exempt from federal and state overtime and wage laws, and that she is not entitled to compensation in the form of either overtime pay or compensatory time off for any hours worked in excess of forty (40) hours in one week, or in excess of eight (8) hours in any day.

It is recognized the Employee must devote time outside the normal office hours to conduct business of the Port District. Accordingly, Employee agrees to devote her full time and attention to the performance of Employee's responsibilities as Port Director and shall not engage in any other employment or the conduct of any other business during the term of this Agreement without prior approval having been granted by the Santa Cruz Port Commission.

The Port Director shall be governed by the terms and conditions of District's Personnel Policies and any subsequent revisions in the performance of her duties, including District's policy against conflicts of interest.

6. Compensation. For all services to be rendered by Employee under this Agreement, District shall provide to Employee the following salary and benefits:

a. Salary in the amount of \$146,400 annually, payable consistent with District practices and in the same manner as other regular full-time employees of District are paid.

b. Salary may be adjusted by the Board of Commissioners, per Section 7.c.

c. Vacation leave will accrue at the rate consistent with District practices and in the same manner as other regular full-time employees of District. Employee is currently earning 160 hours per year (20 days) of vacation, commensurate with her hire date of October 2, 2008. The Port Director shall be subject to a cap of a maximum of eighty (80) hours of accrued and unused vacation time per year that may be carried over to subsequent years; however, District and Employee agree that Employee may request that accrued vacation in excess of eighty (80) hours be carried over into subsequent years, which request is subject to the discretionary approval of the Board of Commissioners. If the Board of Commissioners rejects such request, then any accrued vacation in excess of eighty (80) hours per year shall be subject to either payment by District at Employee's then current rate of pay or by direction of District to Employee to utilize such excess accrued vacation time, at the discretion of District. In the event of termination of this Agreement, the Port Director shall be entitled to payment for all accrued and unused vacation leave at the then current rate of pay.

d. Employee shall be entitled to the same retirement plan which covers other "miscellaneous" employees of District, consisting of the CalPERS Retirement program (currently 2.5% at age 55 plan). Employee shall pay the required employee contribution on a tax deferred basis as provided under Section 414(h)(2) of the Internal Revenue Code.

e. Employee and dependent coverage for health, dental, vision, life, and all other group insurance programs offered by District to its regular full-time employees, including payment of employer contributions for such coverages on the same basis as District provides for its other regular full-time employees, as amended by District from time to time. Employee shall be entitled to post-retirement retiree medical benefits offered by District and as defined in the Personnel Policies handbook and any subsequent revisions. Such policies may change from time to time in accordance with the employee labor contract.

f. Employee shall be entitled to paid sick leave, holidays, and other leaves of absence on the same basis as provided other regular full-time employees of District as set forth in the District's Personnel Policies handbook, and as amended from time to time in accordance with the employee labor contract.

g. District shall reimburse Employee for all actual and necessary expenses incurred within the scope of employment in accordance with District policies. Any request for reimbursement of such business expenses shall be supported by receipts documenting actual costs incurred in the course and scope of conducting District business pursuant to existing District policies.

h. Motor vehicle allowance of Two Hundred Dollars (\$200.00) per month. This payment shall be made consistent with District practices and on the same periodic basis as other regular full-time employees of District are paid.

i. Employee shall be entitled to 40 hours per year of administrative leave, in accordance with the Resolution 15-05 granting administrative leave to employees who are members of the Harbor Management Group. Administrative leave is granted on a use-it or lose-it basis. No cash-out or carry-over of unused administrative leave is authorized.

7. Performance Evaluation.

a. Within 45 days of commencing employment, the Port Director shall provide the Board of Commissioners with a list of proposed goals and objectives for the ensuing one-year period. Said goals and objectives, and the relative priority of said goals and objectives, shall be discussed and mutually agreed upon in writing by the Board and the Port Director. Said goals and objectives may be considered by the Board of Commissioners in its annual performance evaluation of the Port Director. Within thirty (30) days of the completion of each annual performance evaluation of the Port Director by the Board of Commissioners, the Port Director shall provide the Board of Commissioners with an updated written list of proposed goals, objectives, and priorities for the ensuing one (1) year period.

b. The Board of Commissioners shall evaluate the performance of the Port Director in writing not less than annually during each term of this Agreement. The evaluation shall include an assessment of the performance of the Port Director and fulfillment of the duties and responsibilities specified in the Job Description as well as the Port Director's performance and fulfillment of the goals, objectives and priorities established pursuant to Section 7a.

The format of the evaluation shall be as established by the Board of Commissioners from time to time and may include the Port Director's self-evaluation. The evaluation format shall include, but is not limited to, an assessment of the Port Director's performance in the following areas: (1) relationship with the Board of Commissioners; (2) relationship with the community; (3) relationship with other public agencies; (4) relationship with staff and independent contractors; (5) leadership qualities; (6) professional development; (7) accomplishment of specified goals and objectives.

c. Based upon positive results of each annual Performance Evaluation, the Board of Commissioners may award an increase in the Port Director's base salary, effective the date of each Performance Evaluation.

d. If in the evaluation process the Board of Commissioners determines that the performance of the Port Director is unsatisfactory in any respect, the written evaluation shall describe such unsatisfactory performance and may include recommendations for improvement. The Board at all times retains its right to terminate this Agreement for unsatisfactory performance as set forth in Section 8 below.

8. Termination. Notwithstanding the language of Section 3 concerning the effective term of this Agreement, Employee agrees that she serves at the will and sole pleasure of the Board of Commissioners of District, and is an at-will employee. By execution hereof, both District and Employee acknowledge that they each retain the right to terminate the employment relationship with or without cause, and with or without notice, at any time.

This Agreement may be terminated at any time in advance of the expiration of each of its terms in any one of the following ways:

- a. By mutual agreement of the parties.
- b. By retirement of the Port Director.
- c. By Employee, without cause, upon giving to the District not less than sixty (60) calendar days prior written notice of an election to terminate this Agreement.
- d. By District, without cause, upon giving Employee written notice of intent to terminate this Agreement. In such event, Employee shall be entitled to payment of severance pay in an amount equal to the lesser of Employee's current monthly base salary for six (6) months, or Employee's current monthly base salary for the number of months left on the unexpired term of the contract (the "Severance Period"). Monthly base salary does not include the value of benefits received by Employee, including but not limited to, vacation, retirement contributions, and payment of premiums for medical, dental, vision, life and other group insurance benefits offered by District. District shall not provide any noncash items or benefits, including medical, dental, and vision benefits, during the Severance Period. Such severance pay shall be payable upon Employee's last date of employment with District after such written notice of termination of this Agreement. Payment of such severance pay shall be deemed to constitute full, complete, and exclusive compensation and relief for termination of this Agreement together with all losses, damages, and injuries, whether economic or otherwise, which the Port Director may incur as a result of such termination of this Agreement.

Payment of such severance shall be conditional upon execution by Employee of a General Release and Severance Agreement with District. Said Severance Agreement shall provide as follows:

- (i) A general release of legal claims against District;
- (ii) A 21-day period to consider the terms and conditions of the proposed Severance Agreement prior to execution;
- (iii) A seven (7) day period for revocation of the Severance Agreement after it has been executed by Employee;

- (iv) A provision that requires all terms and conditions of the Severance Agreement, and all discussions, communications, and correspondence pertaining thereto, to remain confidential and not to be disclosed by either District or Employee;
- (v) An agreement that Employee will mediate any dispute with District over issues regarding termination of employment or terms and conditions of the proposed Severance Agreement.

The parties hereto acknowledge and agree that upon payment of the severance payment by District to Employee, Employee will unconditionally and forever release District from any further obligations under this Agreement, as well as any claims of any nature that Employee may have against District by virtue of her employment or termination thereof. In partial consideration for such severance payment, Employee agrees to be reasonably available for consultation and assistance to District in training any employee of District designated by the Board to assume the duties of Port Director during the period covered by such severance payment.

e. By District, for cause, upon giving to Employee written notice of termination. The written notice of termination shall specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement, and (2) the opportunity of Employee to be heard before the District Board of Commissioners on the reasons for her termination. If Employee requests a hearing, said hearing shall be held at the Board's earliest convenience in a closed session. The Port Director shall have the right to testify on her own behalf, call witnesses, and be represented by legal counsel at her own expense. District shall be responsible for the payment of the expenses of its legal counsel. If the notice of termination involves accusations against Employee by a third party, Employee shall have the option of having the hearing take place in open session. After the hearing, the Board of Commissioners may affirm, modify, or reverse any decision to terminate this Agreement or terminate the Port Director's employment for cause. The Board of Commissioners shall prepare written findings of fact, conclusions of law, and recommended action with respect to such hearing.

Employee shall not be entitled to any severance payments in the event of termination of this Agreement by District for cause as specified in this section.

Examples of conduct justifying termination for cause include, but are not limited to the following: harassment of employees and/or District customers; willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement, or which seriously impede District operations; conduct that tends to bring discredit to District; conduct unbecoming of an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of her duties; or theft of District property. Additional examples of conduct justifying termination for cause are specified in the District's Personnel Policies.

Notwithstanding the provision of any District rule, regulation, policy, procedure, or practice to the contrary, upon early termination of this Agreement, whether with or without cause, Employee shall not be entitled to any compensation, damages, or other monetary award except as specifically authorized by this Agreement, and by execution of this Agreement, Employee waives any such claims and/or entitlement.

9. Professional Growth. District encourages the continuing professional growth of the Port

Director. District hereby agrees to budget a reasonable amount of funds in order to reimburse the Port Director for all necessary professional license fees, membership registration, and travel and lodging expenses incurred pursuant to existing District policy in order to allow the Port Director to participate in special activities, including, but not limited to the following:

- a. Attendance at programs, seminars, conferences, and other activities conducted or sponsored by local, state, and/or national associations of public agencies who provide harbor and port services;
- b. Attendance at conferences, seminars, training sessions, and other activities conducted by public agency professional associations, including professional licensing activities and courses;
- c. Attendance at other seminars, conferences and courses designed to improve or enhance management and operational activities of District;

10. Indemnification. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee’s duties in accordance with the provisions of California Government Code section 810 et seq. In its sole discretion, Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

Pursuant to Government Code section 53243, et seq., if Employee is convicted of a crime involving an abuse of her office or position, all of the following shall apply upon final conviction: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the District, in its discretion, pays for the criminal legal defense of Employee, Employee shall be required to fully reimburse such amounts paid; and (3) if Employee is provided with any severance pay and/or settlement pay, Employee shall be required to reimburse such pay. For purposes of this Section, “abuse of office or position” shall be as defined under California Government Code section 53243.4.

11. Entire Agreement. This writing constitutes the sole, entire, integrated, and exclusive contract between the parties respecting Employee’s employment by the District as Port Director. There are no promises, covenants, conditions precedent, conditions subsequent, or other understandings between the parties regarding the employment relationship that are not expressed herein. Any other contracts, agreements, contract terms, understandings, promises, or representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

12. Notices. Any notice to be given to Employee shall be sufficiently served if given to her personally, or if deposited in the United States Mail, regular certified mail, addressed to:

Holland MacLaurie
Address on file with the
District

Any notice to be given to District shall be addressed to:

Board Chairman
Santa Cruz Port Commission
135 Fifth Avenue
Santa Cruz, CA 95062

13. Successors and Assigns. This Agreement is personal to Employee and may not be transferred or assigned. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the parties, including any successor public agency to District.


14. Amendments. This Agreement, other than provisions regarding changes in benefits subject to the discretion of the Board of Commissioners as part of a labor contract, may be amended only by a subsequent writing approved and executed by both parties. Any amendment by District must be approved by the District Board of Commissioners. Individual Board members do not have the authority, express or implied, to amend, modify, waive, or in any way alter this Agreement or the terms and conditions of Employee's employment.

15. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

16. Public Record. Employee acknowledges that this Agreement constitutes a public record and a copy of said Agreement must be made available to the public by the District upon receipt of a request made pursuant to the California Public Records Act, Government Code Section 6250, et seq., and other provisions of California law.

17. Construction and Interpretation. It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

SANTA CRUZ PORT DISTRICT

By: 

Toby Goddard, Chair
Santa Cruz Port Commission

HOLLAND MACLAURIE

By: 

Holland MacLaurie

Attest:


Secretary of the Board of Commissioners or Designee

Santa Cruz Port District

JOB DESCRIPTION

Port Director

SUMMARY: Under the direction of a five member elected Board of Port Commissioners, the Port Director plans, organizes, coordinates, and directs the activities related to the operation, security, law enforcement, maintenance, and improvement of the Santa Cruz harbor. The Port Director is responsible for accomplishing the Port District's multiple missions which include a full array of marine and general services and facilities for commercial and recreational boaters and the general public, and for managing the harbor in a manner that benefits its wide variety of users.

ESSENTIAL FUNCTIONS: -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Administers and directs activities of the Port District, including Operations, Building/Maintenance/Grounds, Dredging, and Administration departments.
- Establishes and sets agendas for monthly Port Commission meetings; presents written reports and makes recommendations on policy, tenant leasing, budget, rates, fees, and charges, provides status reports for Port Commission consideration and action, and effectively communicates with all Board members on significant issues affecting the District.
- Develops, recommends and implements policies, program planning, and fiscal management for the effective administration and operation of District functions.
- Recommends and implements Board approved short and long range organizational goals, objectives, strategic plans, and operating policies and procedures.
- Directs appropriate staff to implement District goals and objectives, monitors and evaluates programmatic and operation effectiveness, and implements staff and personnel changes necessary for improvement.
- Designs, establishes, and maintains and organizational structure and staffing to effectively accomplish the District's goals and objectives.
- Ensures compliance with all federal, state, and local laws regulating the District and its activities.
- Oversees annual dredging of the harbor entrance and inner harbor, and ensures maintenance and serviceability of the District's dredging equipment and systems; works with U.S. Army Corps of Engineers on funding and regulatory matters. Maintains relations with all regulatory agencies on matters affecting the harbor dredging program.
- Develops and implements long-range plans for infrastructure improvements, capital projects, and ongoing maintenance and repairs.
- Oversees preparation of the District's annual budget and manages operations to achieve established objectives within available resources.
- Oversees commercial and property management leases and contracts.
- Negotiates contracts with various consultants and contractors providing services to the District and provides day-to-day administration of relations with consultants and contractors to achieve District goals within established budgets.
- Represents the District in labor negotiations.
- Provides leadership and direction to District employees by setting organizational standards, promoting communication between District departments, and projecting a strong customer service orientation.
- Oversees recruitment, training, supervision and evaluation of District personnel; resolves difficult personnel problems and takes disciplinary action when necessary.
- Represents the District before elected officials, public agencies, harbor user groups, media, and community organizations; promotes positive public relations and interagency cooperation.

Santa Cruz Port District

- Serves as the primary liaison between the district and the media, disseminating all pertinent information in a timely, efficient and professional manner in the form of press releases, internet, and personal communications.
- Ensures the District's customer service goals are effectively communicated and attained.
- Participates in California Marine Affairs and Navigation Conference (CMANC) as a liaison for the District, represents the interests of the District at the state and federal level; meets with Congressional representatives and other elected officials on a periodic basis.
- Works with Harbormaster and other state, local, and federal agencies to coordinate interagency training, rescue operations, and law enforcement responsibilities.
- Directs the District's emergency planning and response to storm conditions, adverse weather and ocean conditions advisories.
- Performs such other duties as the Port Commission may direct.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Applicable federal and state laws and regulations pertaining to the operation of a port facility, harbor dredging, related marine activities, and environmental resource management, compliance with marine and air quality environmental regulations;
- Public budgeting systems, financial planning and budgeting principles and practices, debt issuance, and long-term financing alternatives;
- Contract administration and lease administration practices and requirements; lease negotiation practices; commercial development and concession operation practices;
- Principles and practices of boating safety and marina management;
- Marine construction and engineering methods, maintenance and operations of marina equipment and facilities;
- Strategic planning and project management practices;
- Leadership principles and personnel management.

Ability to:

- Act as an executive officer reporting to an elected board of commissioners, interpreting and implementing board policies while providing overall management of the harbor;
- Plan, organize, coordinate, and direct overall activities and functions associated with a coastal port;
- Develop goals, objectives, and performance measures;
- Establish revenue and expenditure priorities, and present and control District's budget;
- Communicate clearly and concisely, both orally and in writing, and make public presentations;
- Establish and maintain effective working relationships with commission members, staff, government officials, regulatory agencies, vendors, contractors, lessees, business representatives and the general public;
- Negotiate and administer lease agreements;
- Manage and supervise employees, contractors and consultants, and resolve interpersonal conflicts;
- Analyze administrative problems, reach logical and practical solutions and implement effective changes;
- Deal with a wide range of commercial and recreational users and the general public in a clear and courteous manner.

Experience and Education:

Any combination of experience and education equivalent to:

Experience: Five years of increasingly responsible experience in a management or supervisory capacity involving the operation, maintenance, and security of a harbor, marina, municipal waterfront, or similar public works operation, maintenance, and security program and which involves a diversity of disciplines including general administration, personnel management, intergovernmental and public relations.

Santa Cruz Port District

Education: Equivalent to a Bachelor's degree in Business Administration, Public Administration, or another relevant field from an accredited college or university.

Must possess (or be able to obtain) a valid California Driver's License and be insurable for the operation of Port District vehicles.

Certificate of Election and Oath of Office

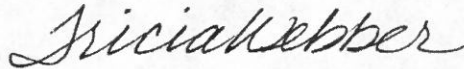
STATE OF CALIFORNIA
County of Santa Cruz

} ss.

I, Tricia Webber, County Clerk of Santa Cruz County, do hereby certify that at a General Election held in and for the County of Santa Cruz on November 8, 2022, Reed Geisreiter was elected to the office of Santa Cruz Port District Director, for a four-year term beginning December 2, 2022, as appears by the official record of the result of said election, on file in my office.

In Witness Whereof, I have hereunto affixed my hand and official seal this 6th day of December, 2022.

Tricia Webber, County Clerk



STATE OF CALIFORNIA
County of Santa Cruz

} ss.

I, Reed Geisreiter, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Candidate's Signature)

Subscribed and sworn to before me, this _____ day of _____, 2022

(Signature of Person Administering Oath)

(Title)

Certificate of Election and Oath of Office

STATE OF CALIFORNIA
County of Santa Cruz

} ss.

I, Tricia Webber, County Clerk of Santa Cruz County, do hereby certify that at a General Election held in and for the County of Santa Cruz on November 8, 2022, Toby Goddard was elected to the office of Santa Cruz Port District Director, for a four-year term beginning December 2, 2022, as appears by the official record of the result of said election, on file in my office.

In Witness Whereof, I have hereunto affixed my hand and official seal this 6th day of December, 2022.

Tricia Webber, County Clerk



STATE OF CALIFORNIA
County of Santa Cruz

} ss.

I, Toby Goddard, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Candidate's Signature)

Subscribed and sworn to before me, this _____ day of _____, 2022

(Signature of Person Administering Oath)

(Title)

Santa Cruz Port District
ACCOUNTS PAYABLE MONTHLY CHECK REGISTER
November 2022

Date	No.	Vendor	Description	Amount
11/8/2022	57458	AA Safe & Security Co.	Walton Lighthouse Door Lock	\$ 45.43
11/8/2022	57459	Ace Portable Services	Portable Toilet Rental	\$ 214.67
11/8/2022	57460	Allied Universal	Security Patrol	\$ 7,422.48
11/8/2022	57461	Amerigas	Ancillary Equipment Fuel	\$ 70.34
11/8/2022	57462	Batteries + Bulbs	Parking Machine Battery & Charger	\$ 177.98
11/8/2022	57463	Baughey, John	Security Deposit Refund	\$ 200.00
11/8/2022	57464	Bay Building Janitorial, Inc.	Janitorial Services	\$ 1,300.00
11/8/2022	57465	Blueprint Express of Santa Cruz	Plan/Drawings Printing	\$ 25.96
11/8/2022	57466	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 210.88
11/8/2022	57467	Brass Key Locksmith, Inc.	Parking Gate Keys	\$ 13.14
11/8/2022	57468	Cale America, Inc.	Monthly Service	\$ 846.16
11/8/2022	57469	Carpi & Clay	Washington Representation	\$ 800.00
11/8/2022	57470	Chaudhary, Rakesh	Security Deposit Refund	\$ 123.94
11/8/2022	57471	Citi Cards	Drinking Water, Breakroom Supplies, Postage	\$ 920.34
11/8/2022	57472	Comcast	Business Internet	\$ 311.70
11/8/2022	57473	County of Santa Cruz Auditor	Citation Tax (August - September)	\$ 9,524.44
11/8/2022	57474	County of Santa Cruz DPW	Hazardous Waste Disposal	\$ 28.00
11/8/2022	57475	County Specialty Gases	Welding Gas	\$ 101.97
11/8/2022	57476	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
11/8/2022	57477	Data Ticket, Inc.	Citation Processing (September)	\$ 672.87
11/8/2022	57478	Elevator Service Company	Monthly Service	\$ 430.00
11/8/2022	57479	Ewing Irrigation Products, Inc.	Drip Irrigation Supplies	\$ 70.12
11/8/2022	57480	Fehr Engineering Company, Inc.	G-Dock Lift Station Electrical Engineering	\$ 900.00
11/8/2022	57481	Fishbein, Amos	Credit Balance Refund	\$ 165.00
11/8/2022	57482	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 1,087.01
11/8/2022	57483	Forbes, Russ	Credit Balance Refund	\$ 325.00
11/8/2022	57484	Frog Environmental	Stormwater Filters, Flocculant	\$ 3,097.90
11/8/2022	57485	Garda CL West, Inc.	Deposit Courier Service	\$ 555.79

Santa Cruz Port District
ACCOUNTS PAYABLE MONTHLY CHECK REGISTER
November 2022

Date	No.	Vendor	Description	Amount
11/8/2022	57486	Grainger	Drill Bits, Batteries, Traffic Cones, Caulking Guns, Lubricant, Wrench Set, Pry Bars, Tape, Tarp, Disposable Gloves, Pipe Stand, Scouring Pads	\$ 2,428.85
11/8/2022	57487	Gsolutionz	Telephone System Maintenance	\$ 263.15
11/8/2022	57488	Guardian Public Safety Background Investigations	Deputy Harbormaster Background Investigation	\$ 1,400.00
11/8/2022	57489	Home Depot Credit Services	Applicator Tools, Insect Control, Adhesive, Batteries, Window Screen Kit, Vacuum Filter, Parking Machine Hardware, Grabber Tool, Pile Sleeve Packing	\$ 404.17
11/8/2022	57490	Horizon Water and Environment, LLC	Consulting Services: Regional General Permit	\$ 2,148.10
11/8/2022	57491	Hose Shop	Hose Adapters, Clamps, Travelift & Power Washer Parts	\$ 264.70
11/8/2022	57492	Jada Broadcasting	Veteran's Day Military Salute	\$ 539.00
11/8/2022	57493	Kelly-Moore Paint Company, Inc.	Refuse Enclosure Paint, Dredge Primer	\$ 2,061.32
11/8/2022	57494	Lawson	<i>Twin Lakes</i> Hardware	\$ 368.87
11/8/2022	57495	Matheson Tri-Gas, Inc.	Welding Gas	\$ 83.31
11/8/2022	57496	McMaster-Carr Supply Company	Booster Pump Check Valve, Gasket, Flanges, <i>Twin Lakes</i> Hardware, Safety Cable	\$ 1,191.87
11/8/2022	57497	Mid County Auto Supply	Dredge Vehicle Maintenance Supplies, Hydraulic Filter, Patrol Vehicle Battery, Maintenance Vehicle Washer Fluid Pump	\$ 1,037.69
11/8/2022	57498	Miller, Kelton	Security Deposit Refund	\$ 34.89
11/8/2022	57499	Mission Uniform Service	Uniform Service	\$ 398.51
11/8/2022	57500	Monterey Bay Air Resources District	Annual Permit Fees	\$ 4,382.00
11/8/2022	57501	Mutual of Omaha	Life/LTD/AD&D Insurance	\$ 846.40
11/8/2022	57502	Capital One Trade Credit	Ethernet Conduit & Fasteners	\$ 8.07
11/8/2022	57503	Palace Business Solutions	Office Supplies	\$ 119.67
11/8/2022	57504	Priors Tires	Trailer Tire Replacement	\$ 456.35
11/8/2022	57505	Quadient Leasing USA, Inc.	Postage Meter Lease	\$ 206.67
11/8/2022	57506	Red Wing Shoe Store	Dredge Staff Work Boots	\$ 267.72
11/8/2022	57507	Rodamer, Becky	Event Security Deposit Refund	\$ 200.00
11/8/2022	57508	San Lorenzo	Flex Tape & Paste	\$ 32.13

Santa Cruz Port District
ACCOUNTS PAYABLE MONTHLY CHECK REGISTER
November 2022

Date	No.	Vendor	Description	Amount
11/8/2022	57509	Santa Cruz Electronics, Inc.	Ethernet Connectors, Network Switch	\$ 101.44
11/8/2022	57510	Santa Cruz Tire & Auto Care	Patrol Vehicle Tires	\$ 1,646.56
11/8/2022	57511	SC Fuels	Fuel Dock Gas & Diesel	\$ 107,319.05
11/8/2022	57512	Santa Cruz Municipal Utilities	Utilities	\$ 12,695.39
11/8/2022	57513	Smith, Wally	Coast Guard Auxiliary Change of Watch Ceremony Registration Fee	\$ 70.00
11/8/2022	57514	Taiz, Lincoln	Parking Overpayment Refund	\$ 11.50
11/8/2022	57515	The Home Depot Pro Institutional	Janitorial Supplies	\$ 1,868.52
11/8/2022	57516	Triton Construction	Diesel Pump Repair	\$ 410.00
11/8/2022	57517	U.S. Bank Equipment Finance	Copier Lease	\$ 151.31
11/8/2022	57518	WEX Bank	Fleet Fuel	\$ 3,156.93
11/8/2022	57519	West Marine Pro	Foul Weather Gear, Water Taxi Personal Flotation Devices	\$ 705.65
11/8/2022	57520	West Marine Pro	Boatyard Retail Items	\$ 2,075.74
11/18/2022	57521	Adobe Systems Incorporated	Software Subscription	\$ 112.98
11/18/2022	57522	Amerigas	Ancillary Equipment Fuel	\$ 374.86
11/18/2022	57523	APED	413 Lake Avenue, Suite 104 - Furnace Repair	\$ 11.98
11/18/2022	57524	Aqua Safaris	Dive Flag, Diving Weights, Dive Computer Battery, Equipment Inspection, Dredge Staff Dive Training, Instructor Fee	\$ 1,303.13
11/18/2022	57525	AT&T	Telephone	\$ 1,117.55
11/18/2022	57526	CIT	Telephone System Lease	\$ 323.09
11/18/2022	57527	Bailiff, Jon	Security Deposit Refund	\$ 235.98
11/18/2022	57528	B AND B Small Engine	Leaf Blower	\$ 591.83
11/18/2022	57529	Batteries + Bulbs	Parking Machine Battery Charger	\$ 40.72
11/18/2022	57530	Bay Building Janitorial, Inc.	Janitorial Services, Refuse Collection	\$ 10,492.00
11/18/2022	57531	Bay Plumbing Supply, Inc.	345 Lake Avenue, Suite G - Faucet Repair (\$143.55 Tenant Reimbursable), B-Dock Shower Hose & Handle, O-Dock Restroom Wax Gaskets	\$ 431.96
11/18/2022	57532	Bayside Oil II, Inc.	Waste Fuel Disposal (\$770 Grant Reimbursable), Waste Oil Disposal, <i>Twin Lakes</i> Engine Oil	\$ 2,331.15

Santa Cruz Port District
ACCOUNTS PAYABLE MONTHLY CHECK REGISTER
November 2022

Date	No.	Vendor	Description	Amount
11/18/2022	57533	Bender, Scott	Security Deposit Refund	\$ 273.78
11/18/2022	57534	Big Creek	Sanding Belt, <i>Squirt</i> Sound Dampening Lumber	\$ 150.92
11/18/2022	57535	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 210.88
11/18/2022	57536	Brass Key Locksmith, Inc.	Door Lever & Keys	\$ 133.83
11/18/2022	57537	Burbank, Thomas	Security Deposit Refund	\$ 240.80
11/18/2022	57538	Burke, Williams & Sorensen, LLP	Legal Consultation	\$ 68.00
11/18/2022	57539	Central Coast Systems	Quarterly Fire Alarm Monitoring	\$ 210.00
11/18/2022	57540	Comcast	Business Internet & Television	\$ 447.36
11/18/2022	57541	Complete Mailing Service	Statement Mailing & Postage	\$ 614.89
11/18/2022	57542	County of Santa Cruz Department of Public Works	Hazardous Waste Disposal	\$ 102.00
11/18/2022	57543	County of Santa Cruz Department of Public Works	7th Avenue & Brommer Street Overflow Lot Rental	\$ 1,200.00
11/18/2022	57544	County Specialty Gases	Welding Gas & Supplies	\$ 387.14
11/18/2022	57545	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
11/18/2022	57546	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 54.50
11/18/2022	57547	Doak, Bonnie	Security Deposit Refund	\$ 58.00
11/18/2022	57548	Ewing Irrigation Products, Inc.	Irrigation Valves & Fittings	\$ 105.58
11/18/2022	57549	Fresno Pipe & Supply	Pipe Flanges	\$ 1,438.63
11/18/2022	57550	Geo. H. Wilson, Inc.	2222 East Cliff Drive Quarterly Boiler Maintenance	\$ 335.00
11/18/2022	57551	Goad, Kai	Security Deposit Refund	\$ 395.66
11/18/2022	57552	Grainger	Band Clamp Buckles, Impact Bits, Welding Markers, Public Hoist Retaining Ring, Bottle Plunger, Disposable Gloves, Paint Brushes, Pails, Rollers, Safety Glasses, Respirator Filters, Rubber Boots, Sign Post, Confined Space Monitoring Kit	\$ 3,390.23
11/18/2022	57553	Harbor Freight Tools	Trailer Jack	\$ 72.95
11/18/2022	57554	Hose Shop	Hose Pump Flange, Hose Adapters, Flanges, O-Rings, Compactor Hoses & Fittings, Hand Cleaner, Hoist Fittings & Hoses	\$ 1,611.11
11/18/2022	57555	Independent Electric Supply, Inc.	Booster Pump Fuses	\$ 55.96

Santa Cruz Port District
ACCOUNTS PAYABLE MONTHLY CHECK REGISTER
November 2022

Date	No.	Vendor	Description	Amount
11/18/2022	57556	Kelly-Moore Paint Company, Inc.	<i>Dauntless</i> Paint, <i>Twin Lakes</i> Paint	\$ 597.73
11/18/2022	57557	Kingdom, Kyle	Pro-rated Quarterly Uniform Allowance, Pro-rated Medical Expense Reimbursement	\$ 231.70
11/18/2022	57558	King Management	Fence Repair (7th and Brommer)	\$ 1,625.00
11/18/2022	57559	Large's Metal Fabrication, Inc.	<i>Dauntless</i> Rudder Hatch Cover	\$ 1,264.93
11/18/2022	57560	Lawson	Swivel Connectors, Cleaning Towelettes, Ear Plugs, <i>Squirt</i> Hardware, Hex Nuts	\$ 793.65
11/18/2022	57561	Leider, Andrew	Security Deposit Refund	\$ 116.54
11/18/2022	57562	Linde Gas & Equipment, Inc.	Welding Gas	\$ 780.71
11/18/2022	57563	Marina Ware	Dock Gate Hardware (Electronic Key System)	\$ 3,004.38
11/18/2022	57564	MBS Business Systems	Copier Usage Charges	\$ 303.96
11/18/2022	57565	McDermott, Dick	497 Lake Avenue Installment Payment	\$ 4,535.45
11/18/2022	57566	Michael K. Nunley & Associates, Inc.	Engineering Services: Lift Station Assessment	\$ 8,034.00
11/18/2022	57567	Mid County Auto Supply	Dredge Monitor Vehicle Axle, Disposable Gloves, Disconnect Tool	\$ 87.97
11/18/2022	57568	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$ 268.00
11/18/2022	57569	Capital One Trade Credit	Trash Receptacle Hardware	\$ 92.60
11/18/2022	57570	Pacific Gas & Electric Company	Utilities	\$ 12,453.88
11/18/2022	57571	Palace Business Solutions	Office Supplies	\$ 403.56
11/18/2022	57572	Poe, Christine	Pro-rated Medical Expense Reimbursement	\$ 91.00
11/18/2022	57573	Santa Cruz County Sheriff Corrections Bureau	Jail Bookings	\$ 854.16
11/18/2022	57574	Scheidt & Bachmann	Concession Lot Parking Machine Equipment Monthly Warranty	\$ 2,630.75
11/18/2022	57575	Santa Cruz Municipal Utilities	Utilities	\$ 11,016.66
11/18/2022	57576	Svendsen's Boat Works	Boatyard Retail Items	\$ 642.29
11/18/2022	57577	US Relay	Webcam Service	\$ 484.00
11/18/2022	57578	Verizon Wireless	Cell Phone & Tablet Service	\$ 323.45
11/18/2022	57579	West Marine Pro	<i>Patrol Boat Kinnamon</i> Trim Tab Replacement, Lubricant	\$ 25.05
11/18/2022	57580	West Marine Pro	Boatyard Retail Items	\$ 455.94

Santa Cruz Port District
ACCOUNTS PAYABLE MONTHLY CHECK REGISTER
November 2022

Date	No.	Vendor	Description	Amount
11/18/2022	57581	Whitestone, Nick	Security Deposit Refund	\$ 338.80
11/18/2022	57582	William Fisher Architecture, Inc.	Engineering Services: I-Dock Restroom & Shower Building Design	\$ 9,245.84
11/18/2022	57583	Wilson, Craig	Security Deposit Refund	\$ 116.54
11/4/2022	Various	Various Employees	10/16/22-10/31/22 Payroll	\$ 8,920.99
11/18/2022	Various	Various Employees	10/16/22-10/31/22 Payroll	\$ 13,724.44
11/1/2022	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 1,523.05
11/1/2022	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,509.79
11/1/2022	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 273.57
11/1/2022	EFT	Merchant Services	Parking Machine Credit Card Fees	\$ 1,656.54
11/1/2022	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 663.84
11/1/2022	EFT	Transaction Express	Online Billpay ACH Fees	\$ 585.14
11/1/2022	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 2,543.11
11/4/2022	EFT	PAYCHEX	10/16/22-10/31/22 Payroll Direct Deposit	\$ 61,769.28
11/4/2022	EFT	PAYCHEX	10/16/22-10/31/22 Payroll Taxes	\$ 28,744.23
11/4/2022	EFT	PAYCHEX	Payroll Service Fees	\$ 335.69
11/7/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,397.84
11/7/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,162.71
11/7/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,436.40
11/7/2022	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 4,078.65
11/7/2022	EFT	CalPERS	Health Insurance	\$ 39,835.35
11/7/2022	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 568.90

Santa Cruz Port District
ACCOUNTS PAYABLE MONTHLY CHECK REGISTER
November 2022

Date	No.	Vendor	Description	Amount
11/7/2022	EFT	Comerica Commercial Card Services	WhenWork Subscription, SD Card, CO2 Filler, Automated External Defibrillator Batteries & Pads, 333 Lake Avenue Signage (\$409.69 Tenant Reimbursable), Zoom Subscription, Car Show Supplies, Board Secretary/Clerk Conference Registration, Employee Recognition, Commission Meeting Refreshments, Website Domain Registration & Renewal, Workplace Subscription, Office Chair, Surfline Subscription, California Marine Affairs and Navigation Conference Fall Conference Registration, Sander, Storage Boxes, Pressure Washer Repair Parts, Travelift Sling Paper, Equipment Fuel, Welder Replacement Part, Breakroom Supplies, Maintenance Staff Crane Training, Machine Screw Set, Coolant, Flashlights, Fence Screens, Gaskets, Respirator, Pressure Transmitter, Stainless Steel Scrapers, Tool Lanyards, Grease, Magnetic Tools, Butane Torches, Booster Pump Service Water Pump, Saw Blade, Galvanized Hatch Cover	\$ 11,563.20
11/9/2022	EFT	Comerica Bank	Service Charges	\$ 770.95
11/18/2022	EFT	PAYCHEX	11/1/22-11/15/22 Payroll Direct Deposit	\$ 63,649.58
11/18/2022	EFT	PAYCHEX	10/16/22-10/31/22 Payroll Taxes	\$ 35,251.65
11/18/2022	EFT	PAYCHEX	Payroll Service Fees	\$ 405.49
11/20/2022	EFT	PAYCHEX	Time & Attendance Fees	\$ 109.00
11/28/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,659.95
11/28/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 6,161.99
11/28/2022	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,632.51
11/28/2022	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 4,169.75
11/28/2022	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 568.90
Total November 2022 Disbursements				\$ 588,326.49



TO: Port Commission
FROM: Holland MacLaurie, Port Director
DATE: December 6, 2022
SUBJECT: Port Director's Report – December 13, 2022

Regional General Permit (RGP) Update

The Port District's RGP application remains pending with the U.S. Army Corps of Engineers. The Army Corps is awaiting issuance of a Coastal Development Permit (CDP) from the California Coastal Commission. The Port District's CDP application was submitted to the Coastal Commission on April 18, 2022, and is scheduled to be reviewed at an upcoming hearing on December 16, 2022. Staff is hopeful that upon receiving Coastal Commission authorization for the project, the Corps will expedite their final review and permit issuance.

Assembly Bill 2449 – Virtual Meeting Protocol

As a result of the COVID-19 pandemic and subsequent State of Emergency declaration, the Santa Cruz Port Commission has been conducting teleconference meetings in accordance with Assembly Bill 361. Governor Newsom has announced that the COVID-19 State of Emergency will end on February 28, 2023, which will render the governing provision of AB 361 inoperative. If the Port Commission is interested in maintaining virtual attendance options for members of the Board after February 28, 2023, the following alternatives are available:

- Reinstating traditional Brown Act noticing requirements for teleconferencing / virtual attendance (i.e., disclosing individual teleconference locations on the agenda).
- Adopting provisions of Assembly Bill 2449 (signed on September 13, 2022), which allows local legislative bodies to hold virtual, remote public meetings if the following conditions are met:
 - At least a quorum of board members participate in-person from a single, physical public location; and,
 - Any member not physically present must request permission from the Board to attend virtually, but only if one of the following two circumstances are met:
 - (1) Just Cause (i.e., a family childcare or caregiving need, a contagious illness, a need related to a physical or mental disability that is not otherwise accommodated, or travel while on official business)
 - (2) Emergency Circumstances (i.e., a physical or family medical emergency that prevents in-person attendance)

Meetings will continue to be held under the provisions of AB 361 until February 28, 2023, but future Commission direction will be needed to establish the preferred meeting protocol after that date.

Transition to District Elections

The 2022 election results were certified on December 6, 2022. With that certification, the Port District can now move forward with transitioning to District-based elections, which will be implemented with the 2026 election cycle. Staff is currently working with our demographer to establish the necessary timelines for the transition. The process is anticipated to kick off in February 2023, with the first of four required public information hearings.



TO: Port Commission
FROM: Blake Anderson, Harbormaster
DATE: December 6, 2022
SUBJECT: Harbormaster's Report

Lighted Boat Parade

The Lighted Boat Parade returned on Saturday, December 3, 2022, after a two-year hiatus. Crowds filled the harbor in droves despite the rain! Overall, it was a great community event and staff did not encounter any major issues. A big thank you to the Coast Guard Auxiliary for their continued assistance with ensuring visitor safety during the event.

Acoustic Doppler Current Profiler Meeting

Staff met remotely with representatives from The California Geological Survey and U.S. Geological Survey to discuss a proposal to install two tide/velocity instruments within Santa Cruz Harbor. The instruments, called Acoustic Doppler Current Profilers (ADCP) can provide real-time data on tide height, current direction, and current velocity. If installed, data will be made available to harbor staff, in addition to engineers studying the impacts of tsunamis and other surge events within the harbor. The next phase of planning will include a site visit in January to determine potential deployment locations and discuss other system logistics.



National Oceanic and Atmospheric Administration (NOAA) Meeting

Staff participated in a virtual meeting hosted by NOAA and Sanctuary officials on December 1, 2022. The "Law Enforcement Technical Advisory Group (LETAC)" normally meets in person twice a year to discuss marine enforcement issues in Monterey Bay. The group includes representatives from NOAA, Monterey Bay National Marine Sanctuary (MBNMS), U.S. Coast Guard, California Department of Fish and Wildlife, California State Parks, and others having oversight and enforcement responsibility within the sanctuary. Topics at this meeting included agency staffing updates, recent vessel groundings, transient vessel monitoring (anchorage areas), personal watercraft (PWC) regulations, and whale strandings.

Night Marine Rescue Training

Harbor Patrol staff and rescue swimmers from Central Fire participated in several nighttime operation drills between December 1 – 6, 2022, in the area of Blacks Beach. The drills are meant to familiarize personnel with operating near the patrol boat at night.

Mass Casualty Incident (MCI) Drill

Harbor Patrol staff participated in a multi-agency marine rescue drill on Saturday November 19, 2022. The drill, organized by the Santa Cruz Fire Department, simulated a large class of students being swept off the rocks along West Cliff Drive. The drill featured live “victims” on the rocks and in the water and was an excellent opportunity to simulate a unified command structure that incorporated fire department, emergency medical services (EMS), and law enforcement personnel.

Fisheries Report – November Fisheries data will be presented in January 2023

The fisheries report consists of data from two sources: the Department of Fish and Wildlife (DFW) and H&H Fresh Fish (resident fish buyer). The data from DFW is partially redacted in accordance with federal fisheries laws. Data is considered confidential when less than three separate vessels land species at any one port. For species landed by three or more separate vessels, the full data is made public and includes weight and value. For other data, the species landed is shown with no weight data.

November 2022 – Total Port Landings:

Species	Weight (lbs.)	Ex-Vessel (per lbs.)	Approx. Value
Bluefin Tuna	5,798.90	\$6.84	\$39,669.65
Albacore Tuna	12,526.95	\$1.51	\$18,954.27
Halibut	1,361.50	\$6.35	\$8,646.53
Lingcod	806.5	\$3.37	\$2,718.25
Vermillion Rockfish	639.50	\$3.07	\$1,964.80
Yellowtail Rockfish	57.5	\$2.86	\$164.50
Jack Mackerel	5,379.75	\$1.21	\$6,514.97
Total Reported:	26,570.60 lbs.	Total Ex-Vessel:	\$78,632.97

Species also landed* - Chinook Salmon, Northern Anchovy, Pacific Sardine, Pacific Pompano, Rockfish (various), Pacific Mackerel, White Croaker, Petrale Sole, Thresher Shark, Jacksmelt, Bonito, Thorneyhead Shortspine, Thorneyhead Longspine, Sandabb, Jacksmelt, Rock Crab

**Weight and value data redacted by Fish and Wildlife pursuant to Fish and Game Code, Section 8022.*

November 2022 – Resident Buyer Landings: Information not yet available



TO: Port Commission
 FROM: Carl Wulf, Facilities Maintenance & Engineering Manager
 DATE: December 13, 2022
 SUBJECT: Facilities Maintenance & Engineering Manager's Report

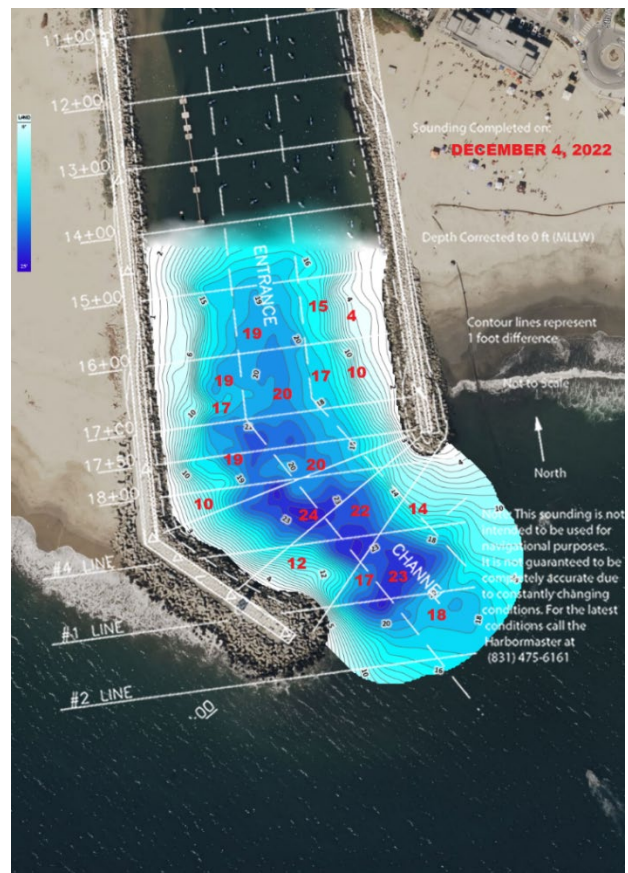
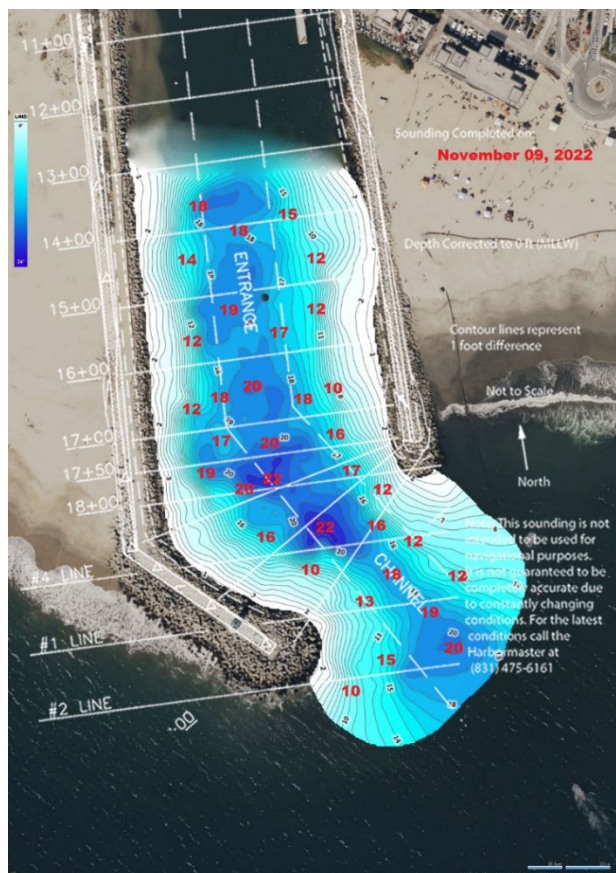
Dredging Operations:

Twin Lakes

Entrance channel dredging commenced on November 16, 2022. The entrance sounding taken on November 9, 2022, shows that good depth was maintained during the off-season. The sediment at the mouth of the entrance has been the first focus of digging for the season in an effort to stay ahead of the incoming sediment.

Squirt

North Harbor dredging commenced on November 28, 2022. Crews have been concentrating on deepening the I / J fairway and will move to the X / J fairway in the coming weeks. The noise reduction improvements performed on *Squirt* during the off-season are notable, as the dredge is operating at a much lower decibel than before.



Maintenance:

Pile Repair – Phase 4

Under current pile repair and replacement permits, maintenance staff has completed jacketing all four critical piles under the East Public Pier (3) and the fuel dock (1).

Staff removed the broken pile at L-Dock and added it to the pile replacement plan.

Deck Replacement Project – 2222 East Cliff Drive

Harbor commission awarded contract to SSB Construction at the November 22, 2022, regular public meeting and a contract has been executed. I met with the contractor on December 6, 2022 to begin planning and scheduling.

G-Dock Lift Station Assessment

Staff has reviewed MKN & Associates (“MKN”) 70% plans & specifications for the Lift Station Project. Staff directed MKN to move forward with developing the full construction documents. MKN has provided a list of potential contractors for the project who have experience and knowledge of lift station systems. Staff anticipates the project to go out to bid in January.

TranSystems, Inc.

Staff continues to meet with TransSystems bi-weekly on the following projects. to follow the progress on the following two projects:

- Replacement and Relocation of Tsunami-Damaged North Harbor Transformers
- Murray Street Bridge Seismic Retrofit Project (estimated start date June 2023)

I-Dock Restroom and Shower Facility

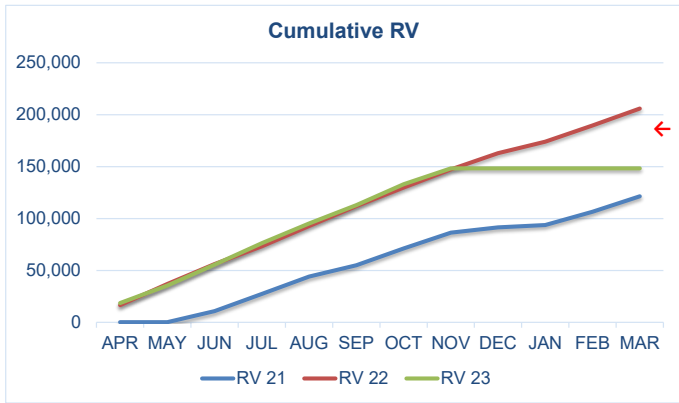
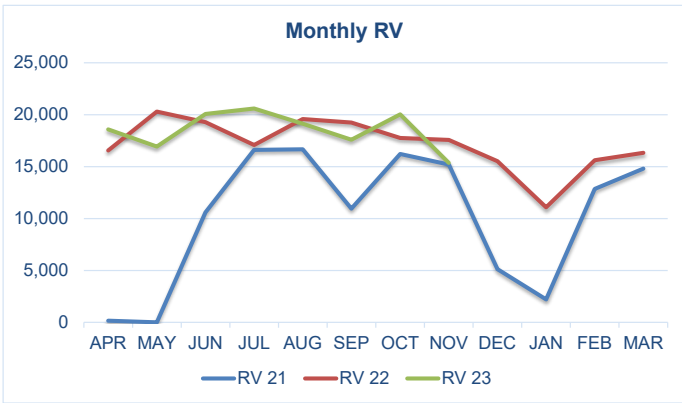
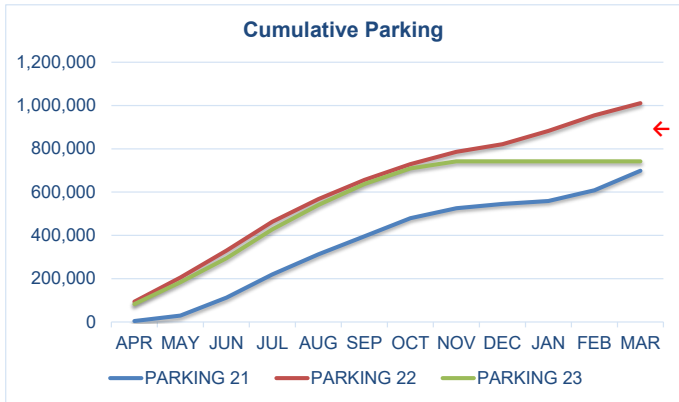
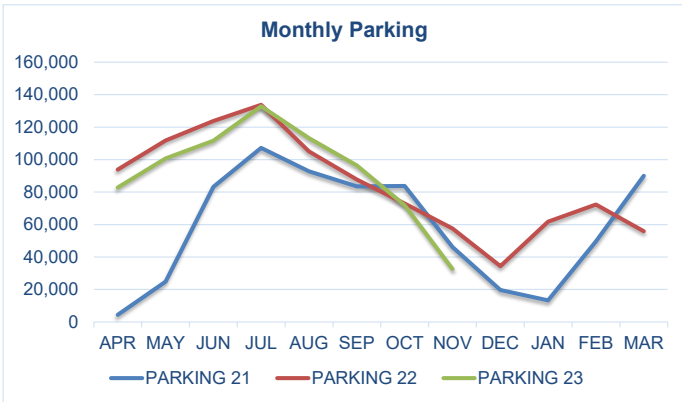
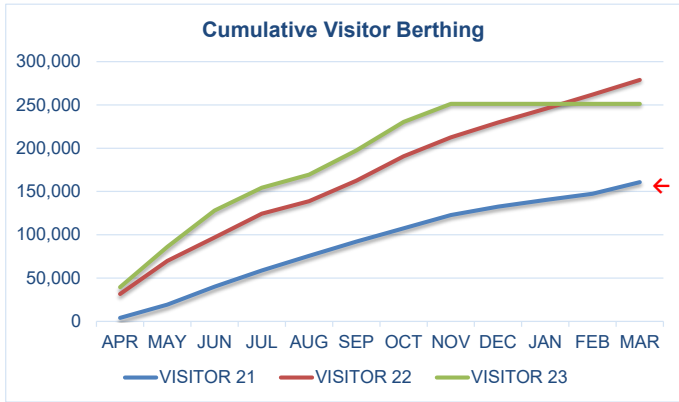
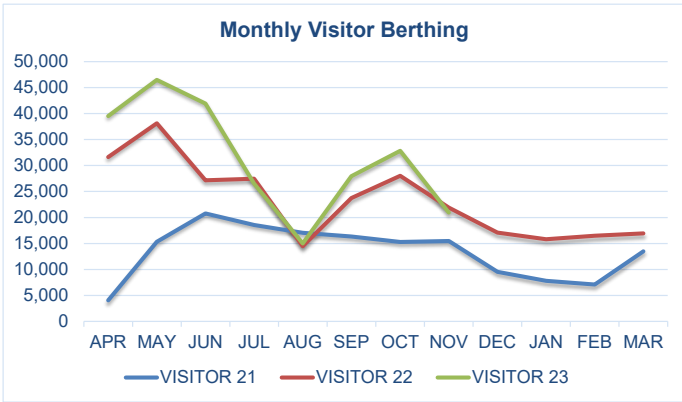
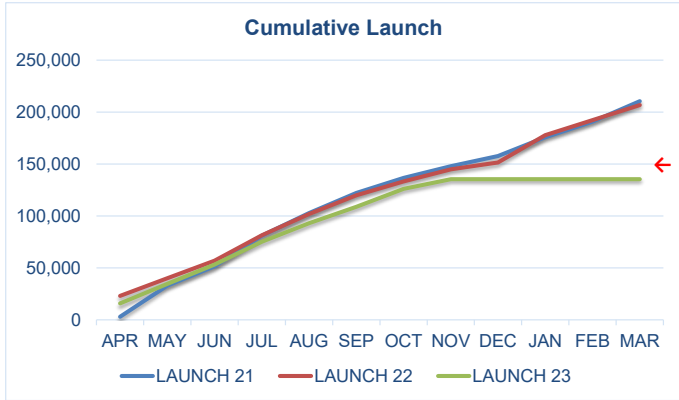
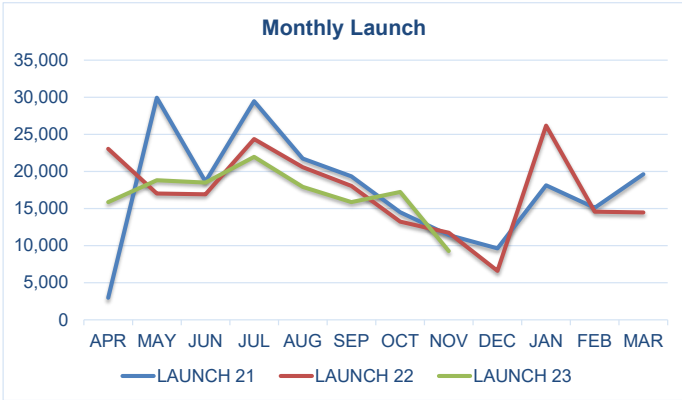
William Fisher Architecture, Inc. has submitted plans for the reconstruction of the I-Dock restroom and shower facility to the City for review.

Pavement Repairs (Fishery & West Side Sidewalk)

Informal Bids have been solicited for the pavement & sidewalk renovation projects. Bids have been received from Granite Construction and Monterey Peninsula Engineering.

Santa Cruz Port District
SEASONAL INCOME
 For the Eight Months Ended November 30, 2022

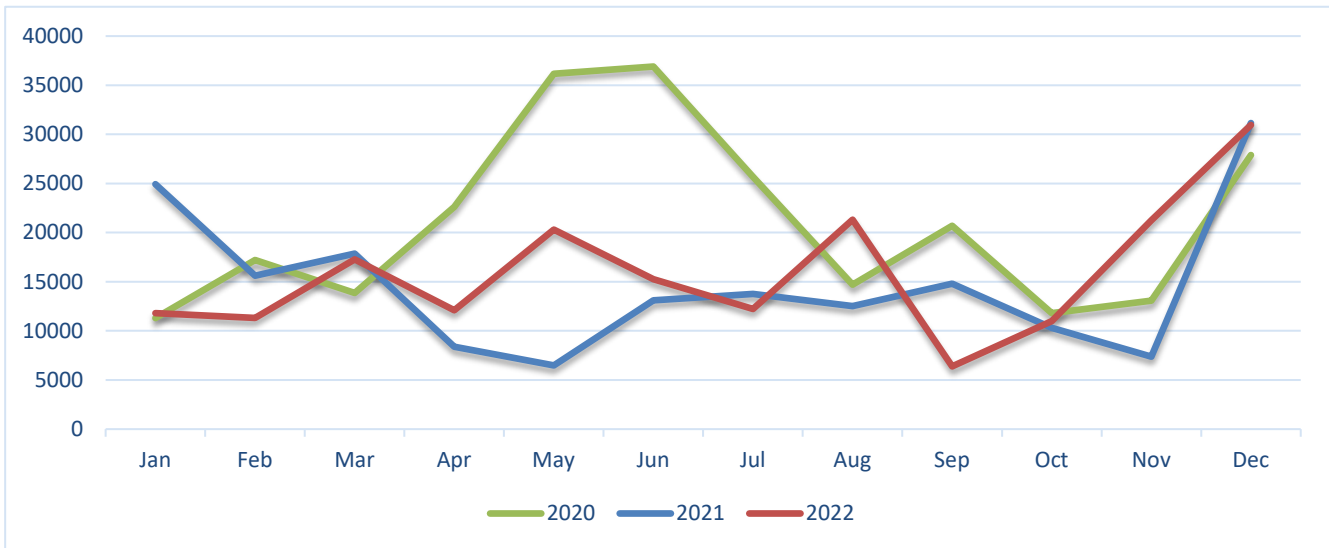
FY23 Budget ←



Santa Cruz Port District
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of December 5, 2022

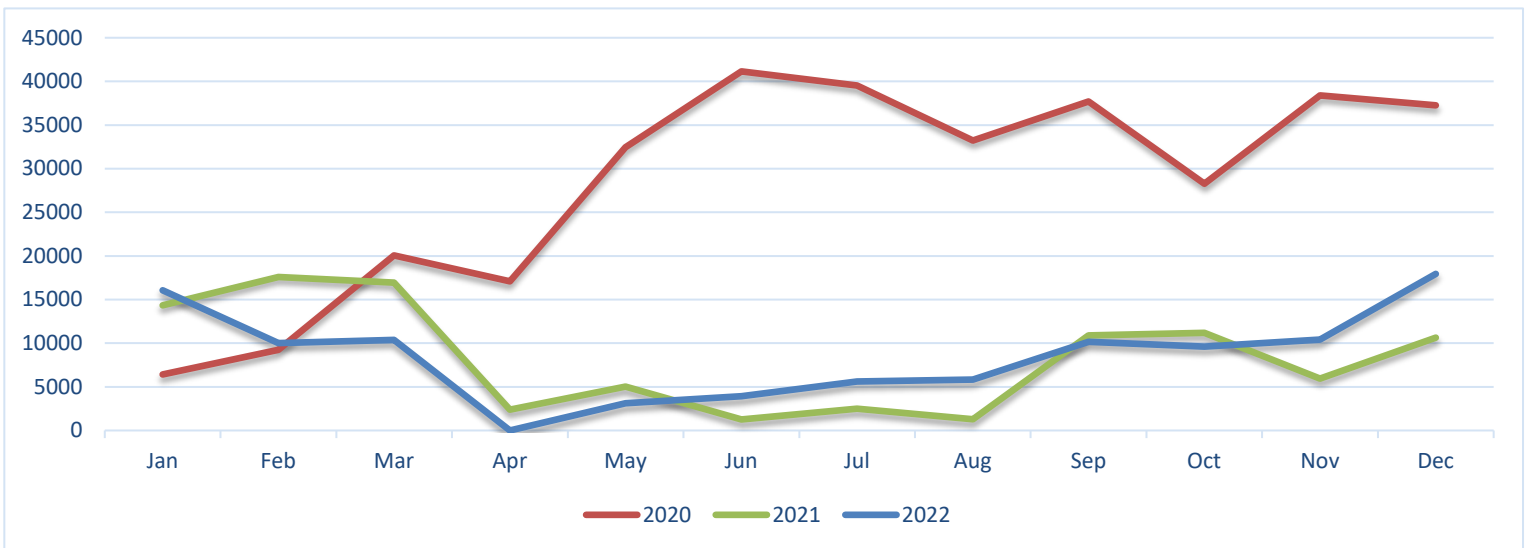
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
42569	1,651.02	1,650.09	112.03	0.00	3,413.14
4076	1,407.31	1,396.03	413.22	0.00	3,216.56
56979	1,479.97	1,442.94	0.94	0.00	2,923.85
4134	1,208.08	1,004.02	532.73	0.00	2,744.83
46518	544.84	544.09	495.73	0.00	1,584.66
2093	487.88	488.82	458.84	0.00	1,435.54
8436	476.53	472.83	478.84	0.00	1,428.20
48319	457.81	454.24	453.60	0.00	1,365.65
47409	473.74	470.05	323.12	0.00	1,266.91
3094	470.32	466.66	267.75	0.00	1,204.73
55889	559.60	559.47	24.18	0.00	1,143.25
56494	517.44	513.37	51.39	0.00	1,082.20
48780	522.09	517.99	33.15	0.00	1,073.23
55602	369.78	366.95	263.88	0.00	1,000.61
45260	486.52	486.14	0.10	0.00	972.76
59881	0.00	787.25	31.30	0.00	818.55
46764	376.86	376.02	50.18	0.00	803.06
59229	265.68	263.71	236.74	0.00	766.13
47207	378.60	301.32	3.69	0.00	683.61
58897	207.08	205.59	179.10	0.00	591.77
3506	163.32	163.03	35.16	0.00	361.51
58308	154.26	155.06	31.93	0.00	341.25
57736	86.01	85.51	85.13	0.00	256.65
59167	86.17	85.67	72.01	0.00	243.85
58612	86.13	85.63	60.13	0.00	231.89
Total	\$ 12,917.04	\$ 13,342.48	\$ 4,694.87	\$ -	\$ 30,954.39



Santa Cruz Port District
90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of December 5, 2022

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
57057	595.15	590.62	586.09	2,147.19	3,919.05	X	Revoke
1934	618.92	579.36	575.47	398.83	2,172.58		Revoke
57024	-	-	453.44	1,605.77	2,059.21	X	Bad Debt
57834	516.01	512.00	508.00	229.96	1,765.97		Revoke
48666	500.78	496.88	418.60	0.05	1,416.31		Revoke
58910	-	32.54	32.54	1,047.74	1,112.82		Bad Debt
59335	89.62	89.12	88.62	579.49	846.85		Revoke
59763	88.64	88.14	87.63	405.65	670.06		Revoke
57443	88.39	87.88	87.38	378.25	641.90		Revoke
57117	160.04	158.94	157.85	131.75	608.58		Revoke
58296	156.13	155.06	154.00	127.93	593.12		Revoke
58520	177.24	179.00	175.59	25.03	556.86		Revoke
57229	87.63	87.13	86.63	236.39	497.78		Revoke
58302	91.08	90.55	90.02	153.43	425.08		Revoke
59448	86.63	86.13	85.63	60.13	318.52		Revoke
59941	25.41	25.41	25.41	100.32	176.55		Revoke
59994	25.47	25.47	25.47	82.47	158.88		Revoke
Total	\$ 3,307.14	\$ 3,284.23	\$ 3,638.37	\$ 7,710.38	\$ 17,940.12		





TO: Port Commission
FROM: Sean Rothwell, Assistant Harbormaster
DATE: December 1, 2022
SUBJECT: Harbor Patrol Incident Response Report – November 2022

Search and Rescue, Patrol Boat Response

- 11/2/22 Harbor Patrol responded to a report of a swimmer in distress in the area of 26th Avenue. Harbor Patrol conducted a search of the area. No signs of distress found. Harbor Patrol returned to the harbor without incident.
- 11/6/22 Harbor Patrol responded to a report of a surfer in distress in the area of Privates Beach. Prior to arrival, the surfer had self-rescued. Harbor Patrol returned to the harbor without incident.
- 11/7/22 Harbor Patrol responded to a report of a vessel adrift in the area of the Santa Cruz Municipal Wharf. Upon arrival, Harbor Patrol located the unattended vessel, which was lodged underneath the wharf. Due to weather conditions and the complex location of the vessel, Harbor Patrol was unable to safely retrieve it. The vessel was recovered and anchored by the owner the following morning.
- 11/14/22 Harbor Patrol responded to a report of a capsized kayak in the area of Blacks Beach. Upon arrival, Harbor Patrol assisted one victim on board the patrol boat and provided transport back to the harbor. No injuries reported.
- 11/25/22 Harbor Patrol responded to a report of a surfer in distress in the area of 36th Avenue. Prior to arrival, the surfer had self-rescued. Harbor Patrol returned to the harbor without incident.
- 11/25/22 Harbor Patrol responded to a report of a surfer in distress in the area of West Cliff Drive and Pelton Avenue. Prior to arrival, the surfer had self-rescued. Harbor Patrol returned to the harbor without incident.
- 11/25/22 Harbor Patrol responded to a report of a surfer in distress in the area of Cowell Beach. Prior to arrival, the surfer had self-rescued. Harbor Patrol returned to the harbor without incident.
- 11/25/22 Harbor Patrol responded to a report of a surfer in distress in the area of Davenport Landing Beach. Harbor Patrol conducted a search of the area. No signs of distress found. Harbor Patrol returned to the harbor without incident.

Crime Reports, Assist Outside Department, and Incident Reports

- 11/2/22 Harbor Patrol responded to a report of a suicidal subject in the area of Seabright State Beach, near the west jetty. Upon arrival, Harbor Patrol located a subject who had succumbed to a self-inflicted gunshot wound. The case was turned over to the Santa Cruz County Coroner's Office.
- 11/2/22 Harbor Patrol responded to a report of suspicious activity in the area of 275 Lake Avenue after a male subject attempted to gain access to a locked office space. The suspect was contacted, issued a warning, and advised to leave the harbor area.
- 11/3/22 Harbor Patrol took an incident report after a subject slipped and fell in the restrooms located at 2222 East Cliff Drive. Minor injuries reported.
- 11/4/22 Harbor Patrol responded to a report of a subject trespassing on board a vessel at N-Dock. The subject was contacted and cited for trespassing and possession (P.C. 602 – Trespassing, *H.S. 11364 – Drug Paraphernalia*).
- 11/4/22 Harbor Patrol took a stolen property report after a locked bicycle was reported stolen from a visitor at the Santa Cruz Harbor RV Park. No suspect information.
- 11/10/22 Harbor Patrol responded to a report of a vessel actively sinking in the area of X-Dock. Upon arrival, Harbor Patrol attempted to dewater the vessel with assistance from TowBoatU.S. The National Response Center was contacted, and staff deployed boom and absorbent pads. TowBoatU.S. recovered the vessel, and it was hauled out at the boatyard. The vessel owner was invoiced for the cost recovery.
- 11/11/22 Harbor Patrol took an accident report after a minor vehicle collision occurred in the area of the Santa Cruz Harbor Boatyard. Both parties exchanged information. No injuries reported.
- 11/23/22 Harbor Patrol took an incident report after a subject fell and hit her head on the ground in the area of the concession lot. The victim was evaluated by paramedics and released into the care of a family member.
- 11/24/22 Harbor Patrol responded to a report of an intoxicated subject in the area of J-Dock. The subject was taken into custody by Harbor Patrol for public intoxication and transported to Santa Cruz County Jail

November Parking Citations: 183

JANUARY

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29	30	31				

MARCH

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SEPTEMBER

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JUNE

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OCTOBER

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DECEMBER

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2023 PORT COMMISSION MEETINGS

JANUARY 24	REGULAR PUBLIC SESSION
FEBRUARY 15	SPECIAL PUBLIC SESSION - BUDGET
FEBRUARY 28	REGULAR PUBLIC SESSION
MARCH 28	REGULAR PUBLIC SESSION
APRIL 25	REGULAR PUBLIC SESSION
MAY 23	REGULAR PUBLIC SESSION
JUNE 27	REGULAR PUBLIC SESSION
JULY 25	REGULAR PUBLIC SESSION
AUGUST 22	REGULAR PUBLIC SESSION
SEPTEMBER 26	REGULAR PUBLIC SESSION
OCTOBER 24	REGULAR PUBLIC SESSION
NOVEMBER 28	REGULAR PUBLIC SESSION
DECEMBER	TBA - SCHEDULED AS NEEDED



Santa Cruz Port District Port Commission Review Calendar / Follow-Up Items 2022-23

2022

January-March

- ✓ H&H Fresh Fish Lease Exp. 01/31/2022
2 (3) year options to extend
- ✓ Bayside Marine Lease Exp. 01/31/2022
no option to extend
- ✓ Committee Assignments for 2022
- ✓ Sea Scouts' Biannual Report
- ✓ FY 23 Budget
- ✓ Review 5-year CIP
- ✓ Santa Cruz Yacht Club Lease Exp. 03/31/2022
no option to extend
- ✓ Slip Vacancy Biannual Report / Waiting List Statistics
- ✓ Form 700 Filing (due by 03/31 each year)

April-June

- ✓ Chardonnay Lease Exp. 05/31/2022
1 (5) year option to extend
- ✓ PY&S Lease Exp. 05/31/2022
1 (5) year option to extend
- ✓ Biennial Update to Conflict-of-Interest Code

July-September

- ✓ Annual O'Neill Sea Odyssey Report (review slip rent reduction / charter fee. PC action of 07/07)
- ✓ Dredge Report 2022-23
- ✓ Sea Scouts' Biannual Report
- ✓ Slip Vacancy Biannual Report / Waiting List Statistics

October-December

- ✓ Mid Fiscal Year Review of CIP
- ✓ Nexus Wealth Advisors Lease Rent Review at Option Period Ending 11/30/2022
- ✓ Annual Vessel Use List Review
- ✓ Annual Review of Business Use of Slips
- Ethics Training Update (due by year end)
- Port Commission Officers for 2023

Committee Review Items

- Comprehensive Review of Charter Fees and Public Benefit Discount Policy (January – April 2023)

Key

- | | |
|---|------------|
| □ | Pending |
| → | In process |
| ✓ | Done |

2023

January-March

- Committee Assignments for 2023
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics
- FY 24 Budget
- Review 5-year CIP
- Form 700 Filing (due by 03/31 each year)
- Biennial Anti-Harassment/Anti-Discrimination Training
- Crow's Nest Beach Market Rent Review at Option Period Ending 4/30/2023
- Interco Real Estate Lease Exp. 05/31/2022
no option to extend

April-June

- Dredge Report 2023-24

July-September

- Annual O'Neill Sea Odyssey Report (review slip rent reduction / charter fee. PC action of 07/07)
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics

October-December

- Annual Vessel Use List Review
- Annual Review of Business Use of Slips
- Ethics Training Update (due by year end)
- Mid Fiscal Year Review of CIP
- Port Commission Officers for 2024

Future Calendar

- 7th and Brommer Property Assessment
- ABC End-Tie Review after Murray Street Bridge Retrofit
- Pedestrian Traffic Safety Improvements Review